

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 5831

Regulasiekoerant

Vol. 378

PRETORIA, 27 DECEMBER 1996
DESEMBER

No. 17690

PROCLAMATION

by the

President of the Republic of South Africa

No. R. 77, 1996

SOUTH AFRICAN SCHOOLS ACT, 1996 (ACT No. 84 OF 1996)

In terms of section 64 of the South African Schools Act, 1996 (Act No. 84 of 1996), I hereby determine **1 January 1997** as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Thirteenth day of December, One thousand Nine hundred and Ninety-six.

N. R. MANDELA

President

By Order of the President-in-Cabinet:

S. M. E. BENGU

Minister of the Cabinet

PROKLAMASIE

van die

President van die Republiek van Suid-Afrika

No. R. 77, 1996

SUID-AFRIKAANSE SKOLEWET, 1996 (WET No. 84 VAN 1996)

Kragtens artikel 64 van die Suid-Afrikaanse Skolewet, 1996 (Wet No. 84 van 1996), bepaal ek hierby **1 Januarie 1997** as die datum waarop genoemde Wet in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Dertiende dag van Desember Eenduisend Negehonderd Ses-en-negentig.

N. R. MANDELA

President

Op las van die President-in-Kabinet:

S. M. E. BENGU

Minister van die Kabinet

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EDUCATION DEPARTEMENT VAN ONDERWYS

No. R. 2095

27 December 1996

NATIONAL EDUCATION POLICY ACT, 1996 (No. 27 OF 1996)

NOTICE OF DETERMINATION OF POLICY

I, Sibusiso Mandlenkosi Emmanuel Bengu, Minister of Education, hereby give notice in terms of section 7 of the National Education Policy Act, 1996 (No. 27 of 1996), that I have determined national policy in terms of section 3 (4) (1) of the said Act to be applied in respect of curriculum frameworks, core syllabuses and education programmes, learning standards, examinations and the certification of qualifications as far as this relates to the matters referred to in the Schedule hereto.

The documents setting out such policy are obtainable upon written request from the Director-General: Department of Education, Private Bag X895, Pretoria, 0001.

S. M. E. BENGU

Minister of Education

SCHEDULE

Addendum to the report: *A résumé of instructional programmes in public ordinary schools*, NATED 02-550 (89/03):

Approval of the Second Language syllabuses for the nine Official African Languages, Grades 1-12.

No. R. 2095

27 Desember 1996

WET OP NASIONALE ONDERWYSBELEID, 1996 (No. 27 VAN 1996)

KENNISGEWING VAN BELEIDSBEPALING

Ek, Sibusiso Mandlenkosi Emmanuel Bengu, Minister van Onderwys, gee hierby ingevolge artikel 7 van die Wet op die Nasionale Onderwysbeleid, 1996 (No. 27 van 1996), kennis dat ek kragtens artikel 3 (4) (1) van genoemde Wet die nasionale beleid bepaal het wat gevolg moet word tenopsigte van kurrikulumraamwerke, kernsillabusse en onderwysprogramme, leerstandaarde, eksamens en die sertifisering van kwalifikasies sover dit betrekking het op die aangeleenthede in die Bylae hiervan vermeld.

Die stukke waarin sodanige beleid uiteengesit word, is op skriftelike aanvraag verkrygbaar van die Direkteur-generaal, Departement van Onderwys, Privaatsak X895, Pretoria, 0001.

S. M. E. BENGU

Minister van Onderwys

BYLAE

Addendum tot die verslag: *'n Samevatting van onderrigprogramme in openbare gewone skole*, NASOP 02-550 (89/03):

Goedkeuring van die Tweede Taal sillabusse vir die nege Amptelike Afrikatale, Grade 1-12.

SOUTH AFRICAN REVENUE SERVICE SUID-AFRIKAANSE INKOMSTEDIENS

No. R. 2138

27 December 1996

CUSTOMS AND EXCISE ACT, 1964

IMPOSITION OF PROVISIONAL PAYMENT (VB/37)

Under section 57A (2) of the Customs and Excise Act, 1964, the period for a provisional payment in relation to anti-dumping duty on suspensions of polymers of vinyl chloride, imported from or originating in the United States of America, Brazil, the United Kingdom and France, imposed under Government Notice No. R. 1074 dated 28 June 1996, is hereby extended to 27 March 1997.

T. A. VAN HEERDEN

Commissioner for Customs and Excise

No. R. 2138

27 Desember 1996

DOEANE- EN AKSYNSWET, 1964.

OPLIGGERING VAN VOORLOPIGE BETALING (VB/37)

Kragtens artikel 57A (2) van die Doeane- en Aksynswet, 1964, word die tydperk vir 'n voorlopige betaling met betrekking tot anti-dumpingreg op suspensies van polimere van vinylchloried ingevoer vanaf of afkomstig van die Verenigde State van Amerika, Brasilië, die Verenigde Koninkryk en Frankryk, wat volgens Goewermenskennisgewing No. R 1074 van 28 Junie 1996, opgelê is, hiermee verleng tot 27 Maart 1997.

T. A. VAN HEERDEN

Kommissaris van Doeane en Aksyns

**DEPARTMENT OF TRANSPORT
DEPARTEMENT VAN VERVOER**

No. R. 2081

27 December 1996

MULTILATERAL MOTOR VEHICLE ACCIDENTS FUND ACT, 1989

AMENDMENT OF THE MULTILATERAL MOTOR VEHICLE ACCIDENTS REGULATIONS, 1989

The Minister of Transport has, under section 6 of the Multilateral Motor Vehicle Accidents Fund Act, 1989 (Act No. 93 of 1989), made the regulations in the Schedule hereto.

SCHEDULE**Definition**

1. In this Schedule, unless the context otherwise indicates, "the Regulations" means the Multilateral Motor Vehicle Accidents Regulations, 1989, published under Government Notice No. R. 2314 of 27 October 1989, as amended by Government Notices Nos. R. 2618 of 1 November 1991, R. 507 of 19 March 1993, R. 754 of 22 April 1994, R. 1522 of 9 September 1994, R. 1392 of 15 September 1995, R. 1872 of 8 December 1995, R. 367 of 1 March 1996, R. 717 of 3 May 1996 and R. 1241 of 2 August 1996.

Amendment of Schedule B of the Regulations

2. Item 1 of Schedule B of the Regulations is hereby amended by the deletion of the expression "General Accident Insurance Company South Africa Limited".

Substitution of Schedule C of the Regulations

3. The following Schedule is hereby substituted for Schedule C of the Regulations:

"SCHEDULE C"

AGENT	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOT
S A Eagle	10-14	10-13	10-14	10-13	10-14	10-13	10-14	10-13	10-14	10-13	10-14	10-13	54
Aegis	15-16	14	15-16	14	15-16	14	15-16	14	15-16	14	15-16	14	18
Comm Un	17	15-16	17	15-16	17	15-16	17	15-16	17	15-16	17	15-16	18
Sentrasure	21-22	20	21-22	20	21-22	20	21-22	20	21-22	20	21-22	20	18
TOTAL	10	8	10	8	10	8	10	8	10	8	10	8	108

Commencement

4. These regulations shall come into effect on 1 January 1997.

No. R. 2081

27 Desember 1996

MULTILATERALE MOTORVOERTUIGONGELUKKEFONDSWET, 1989

WYSIGING VAN DIE MULTILATERALE MOTORVOERTUIGONGELUKKEREGULASIES, 1989

Die Minister van Vervoer het, kragtens artikel 6 van die Multilaterale Motorvoertuigongelukkefondswet, 1989 (Wet No. 93 van 1989), die regulasies in die Bylae hiervan uitgevaardig.

BYLAE**Woordskrywing**

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken "die Regulasies" die Multilaterale Motorvoertuigongelukkerregulasies, 1989, afgekondig by Goewermenskennisgewing No. R. 2314 van 27 Oktober 1989, soos gewysig by Goewermenskennisgewings Nos. R. 2618 van 1 November 1991, R. 507 van 19 Maart 1993, R. 754 van 22 April 1994, R. 1522 van 9 September 1994, R. 1392 van 15 September 1995, R. 1872 van 8 Desember 1995, R. 367 van 1 Maart 1996, R. 717 van 3 Mei 1996 en R. 1241 van 2 Augustus 1996.

Wysiging van Bylae B van die Regulasies

2. Item 1 van Bylae B van die Regulasies word hierby gewysig deur die uitdrukking "General Accident Versekeringsmaatskappy Suid-Afrika Beperk" te skrap.

Vervanging van Bylae C van die Regulasies

3. Bylae C van die Regulasies word hierby deur die volgende Bylae vervang:

"BYLAE C"

AGENT	MEI	JUN	JUL	AUG	SEP	OKT	NOV	DES	JAN	FEB	MRT	APR	TOT
S A Eagle	10-14	10-13	10-14	10-13	10-14	10-13	10-14	10-13	10-14	10-13	10-14	10-13	54
Aegis	15-16	14	15-16	14	15-16	14	15-16	14	15-16	14	15-16	14	18
Comm Un	17	15-16	17	15-16	17	15-16	17	15-16	17	15-16	17	15-16	18
Sentrasure	21-22	20	21-22	20	21-22	20	21-22	20	21-22	20	21-22	20	18
TOTAAL	10	8	10	8	10	8	10	8	10	8	10	8	108".

Inwerkingtreding

4. Hierdie regulasies tree op 1 Januarie 1997 in werking.

No. R. 2112**27 December 1996****ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)****AMENDMENT OF THE ROAD TRAFFIC REGULATIONS**

The Minister of Transport has under section 132 of the Road Traffic Act, 1989 (Act No. 29 of 1989), made the regulations in the Schedule.

SCHEDULE**Definition**

1. In this Schedule, unless the context otherwise indicates, the expression "the Regulations" means the Road Traffic Regulations published by Government Notice No. R. 910 of 26 April 1990, as amended by Government Notices Nos. R. 1312 of 13 June 1990, R. 1954 of 17 August 1990, R. 2066 of 31 August 1990, R. 2982 of 14 December 1990, R. 125 of 14 February 1991, R. 1059 of 4 June 1991, R. 2694 of 15 November 1991, R. 1695 of 15 June 1992, R. 2803 of 1 October 1992, R. 2895 of 8 October 1992, R. 3172 of 20 November 1992, R. 766 of 30 April 1993, R. 1214 of 1 July 1993, R. 1767 of 20 September 1993, R. 1878 of 18 October 1993, R. 2448 of 24 December 1993, R. 792 of 29 April 1994, R. 1048 of 3 June 1994, R. 1081 of 7 June 1994, R. 1447 of 26 August 1994, R. 1835 of 28 October 1994, R. 352 of 28 February 1995, R. 926 of 30 June 1995, R. 1036 of 14 July 1995, R. 1135 of 28 July 1995, R. 1930 of 15 December 1995, R. 228 of 16 February 1996, R. 832 of 17 May 1996, R. 1076 of 28 June 1996 and R. 1448 of 26 August 1996.

Amendment of regulation 199 of the Regulations

2. Regulation 199 of the Regulations is hereby amended by the substitution for paragraph (b) of subregulation 2 of the following paragraph:

- "(b) The Administrator may, subject to regulation 206, by notice in the *Provincial Gazette* determine a logo or landscape, a letter type, a colour for the letters and figures, and the colour of the retro-reflective surface to be displayed on a registration plate, denoting a province referred to in paragraph (a)."

Substitution of regulation 200 of the Regulations

3. The following regulation is substituted for regulation 200 of the Regulations:

"Administrator may change allocated registration number"

200. (1) The Administrator concerned may, upon the conditions he or she determines, change the registration number allocated to a motor vehicle.

(2) The Administrator concerned may, subject to such conditions as he or she may determine, on application and upon payment of such fees or charges as he or she may determine, change the registration number allocated to a motor vehicle."

Amendment of regulation 206 of the Regulations

4. Regulation 206 of the Regulations is hereby amended by the substitution for subregulation 3 of the following subregulation:

"(3) The letters and figures on a registration plate shall be arranged—

- with all the letters and figures in one line;
- with the letters preceding the figures in one line and immediately thereunder, the figures and, if applicable, the last letter in one line;

- (c) with all the letters and figures and the logo or landscape in one line; or
- (d) with the letters or the figures and the logo or landscape in one line, and immediately thereunder—
 - (i) the figures and letters;
 - (ii) the letters and letters; or
 - (iii) the letters and figures,
 and, if applicable, immediately thereunder, the letters in one line.”

Substitution of regulation 207 of the Regulations

5. The following regulation is substituted for regulation 207 of the Regulations:

“Display of clearance certificate or clearance and roadworthy certificate

207. (1) The owner of a motor vehicle shall display a clearance certificate or a clearance and roadworthy certificate, whichever the case may be, issued in respect of such motor vehicle, in the manner referred to in subregulation (2).

(2) A clearance certificate or a clearance and roadworthy certificate, whichever the case may be, issued in respect of a motor vehicle shall—

- (a) if the motor vehicle is fitted with a transparent windscreen, be displayed by affixing it in an upright position on the inside of the windscreen on the lower left hand corner in such a manner that the print on the face of the clearance certificate or the clearance certificate and roadworthy certificate, whichever the case may be, is clearly legible from the outside to a person standing in front or to the left front of such vehicle;
- (b) if the motor vehicle is not fitted with a transparent windscreen, be affixed in a conspicuous position on the left front side of such motor vehicle in such a manner that the print on the face of such a clearance certificate or a clearance and roadworthy certificate, whichever the case may be, is clearly legible from that side; or
- (c) if such clearance certificate or clearance and roadworthy certificate, whichever the case may be, is required to be displayed on a motor vehicle in a position where it is exposed to the weather, be protected by affixing such clearance certificate or clearance and roadworthy certificate, whichever the case may be, on the inside of the transparent front of a durable watertight holder.

(3) No person shall operate on a public road a motor vehicle on which a clearance certificate or a clearance and roadworthy certificate, whichever the case may be—

- (a) or anything purporting to be a clearance certificate or clearance and roadworthy certificate, whichever the case may be, which is not applicable to such motor vehicle; or
- (b) which is in any way obscured or has become illegible, except if such clearance certificate or clearance and roadworthy certificate, whichever the case may be, is temporarily obscured or illegible by reason of a cause beyond the control of the driver of such motor vehicle,

is displayed.”.

Insertion of regulation 210A in the Regulations

6. The following regulation is hereby inserted in the Regulations after regulation 210:

“Motor trade number system

210A. The Administrator concerned may by notice in the *Provincial Gazette* establish a motor trade number system for the province concerned: Provided that such motor trade number system shall prescribe that the first letter of a motor trade number shall be the letter “A”.”.

Insertion of regulation 224A in the Regulations

7. The following regulation is hereby inserted in the Regulations after regulation 224:

“Temporary or special permit number system

224A. The Administrator concerned may by notice in the *Provincial Gazette* established a temporary or special number system for the province concerned.”.

Substitution of regulation 268 of the Regulations

8. The following regulation is substituted for regulation 268 of the Regulations:

“Period of validity of roadworthy certificate

268. (1) A roadworthy certificate issued in respect of a motor vehicle contemplated in regulation 267 (1), shall be valid from the date of issue thereof until the date on which the clearance certificate issued in respect of the motor vehicle concerned becomes null and void as referred to in regulation 194.

(2) Notwithstanding anything to the contrary contained in these Regulations, a motor vehicle referred to in subregulation (1), may, during a period of 21 days after the date on which liability for the licensing of such motor vehicle arose in terms of regulation 195 (1), be operated on a public road while the registration number allocated to such motor vehicle and the clearance and roadworthy certificate issued in respect of such motor vehicle prior to the date on which the motor vehicle licence and clearance and roadworthy certificate became null and void, are displayed in the manner contemplated in regulation 206 and 207.”.

Amendment of regulation 272 of the Regulations, as amended by regulation 49 of the Twenty-second Amendment of the Road Traffic Regulations published by Government Notice No. R. 926 of 30 June 1995

9. Regulation 272 of the Regulations is hereby amended by the substitution for paragraph (b) of subregulation (2) of the following paragraph:

"(b) issuing the applicant with form CRW, as shown in Schedule 2, in the case where—

- (i) the testing station concerned is unable to act in terms of paragraph (a); or
- (ii) regulations 175 to 238V do not apply to the motor vehicle concerned."

Amendment of regulation 274 of the Regulations as amended by regulation 49 of the Twenty-second Amendment of the Road Traffic Regulations published by Government Notice No. R. 926 of 30 June 1995

10. Regulation 274 of the Regulations is hereby amended by the substitution for subregulation (2) of the following subregulation:

"(2) In the case of a motor vehicle referred to in regulation 267—

- (a) which is not registered in the Republic; or
- (b) to which regulations 175 to 238V do not apply,

form CRW as shown in Schedule 2, issued in terms of regulation 272 (2) (b), shall be deemed to be a roadworthy certificate for a period of 12 months from the date of issue thereof."

Insertion of regulation 438A in the Regulations

11. The Regulations are hereby amended by the insertion of the following regulation after regulation 438:

"Ascertainment of concentration of alcohol in breath

438A. For the purposes of section 122 of the Act, the concentration of alcohol in any breath specimen shall be ascertained by using the equipment approved by the SABS terms of in 417 (NRSC) September 1996, Private Specification: 'Instruments for measuring breath alcohol for evidential purposes (non-mobile units)'."

Insertion of regulation 440B in the Regulations

12. The Regulations are hereby amended by the insertion of the following regulation after regulation 440A:

"Prohibition against the use of certain lamps or lighting devices

440B. (1) No person shall use a lamp or lighting device in such a manner that the visibility of such lamp or lighting device from a public road, endangers public safety.

(2) This regulation does not apply to lamps and lighting devices which are used—

- (a) on a motor vehicle;
- (b) in accordance with any law;
- (c) by the State or any other statutory body, in the execution of its functions, powers and duties; or
- (d) under a written authorisation issued by the local authority concerned.

(3) Lamps and lighting devices which are in use in contravention of the provisions of subregulation (1) at the date of commencement of this regulation, may be so used until such time as the local authority concerned directs that it be removed or altered in terms of subregulation (5), in which event the cost of such removal or alteration shall be borne by the persons so using the lamps or lighting devices.

(4) The local authority concerned may authorise the use of a lamp or lighting device which is visible from a public road under such conditions and for such a period as determined by such local authority and such authorisation may be altered or revoked at any time by that local authority.

(5) If the local authority concerned is satisfied that a lamp or lighting device is used in contravention of the provisions of this regulation, that local authority may by written notice direct the person so using such lamp or lighting device, to alter or remove that lamp or lighting device at his or her cost within the period determined by that local authority, which period shall not be less than 14 days.

(6) If a direction in terms of subregulation (5) has not been complied with within the period referred to in that subregulation, the local authority concerned may remove or alter the lamp or lighting device concerned and recover the cost of such removal or alteration from the person using such lamp or lighting device.

(7) For the purposes of this regulation a lamp or lighting device shall be deemed to be used by the person on whose property such lamp or lighting device has been erected."

Amendment of regulation 9 of the Twenty-fifth Amendment of the Road Traffic Regulations published by Government Notice No. R. 228 of 16 February 1996

13. Regulation 9 of the Twenty-fifth Amendment to the Road Traffic Regulations, 1996, is hereby amended by the substitution for the regulation of the following regulation:

"9. Notwithstanding the provisions of these regulations, the information plates which have already been affixed to vehicles in terms of regulation 369 of the Regulations on the date of coming into operation of these regulations, do not have to reflect the information as determined in that regulation before 1 July 1997."

Short title and commencement

14. (1) These regulations shall be called the Twenty-ninth Amendment of the Road Traffic Regulations.

(2) Regulation 11 of these Regulations shall come into operation on the date on which section 22 of the Road Traffic Amendment Act, 1993 (Act No. 39 of 1993), comes into operation.

No. R. 2112**27 Desember 1996****PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)****WYSIGING VAN DIE PADVERKEERSREGULASIES**

Die Minister van Vervoer het kragtens artikel 132 van die Padverkeerswet, 1989 (Wet No. 29 van 1989), die regulasies in die Bylae uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken die uitdrukking "die Regulasies" die regulasies uitgevaardig by Goewermmentskennisgewing No. R. 910 van 26 April 1990, soos gewysig by Goewermmentskennisgewings Nos. R. 1312 van 13 Junie 1990, R. 1954 van 17 Augustus 1990, R. 2066 van 31 Augustus 1990, R. 2982 van 14 Desember 1990, R. 125 van 14 Februarie 1991, R. 1059 van 4 Junie 1991, R. 2694 van 15 November 1991, R. 1695 van 15 Junie 1992, R. 2803 van 1 Oktober 1992, R. 2895 van 8 Oktober 1992, R. 3172 van 20 November 1992, R. 766 van 30 April 1993, R. 1214 van 1 Julie 1993, R. 1767 van 20 September 1993, R. 1878 van 18 Oktober 1993, R. 2448 van 24 Desember 1993, R. 792 van 29 April 1994, R. 1048 van 3 Junie 1994, R. 1081 van 7 Junie 1994, R. 1447 van 26 Augustus 1994, R. 1835 van 28 Oktober 1994, R. 352 van 28 Februarie 1995, R. 926 van 30 Junie 1995, R. 1036 van 14 Julie 1995, R. 1135 van 28 Julie 1995, R. 1930 van 15 Desember 1995, R. 228 van 16 Februarie 1996, R. 832 van 17 Mei 1996, R. 1076 van 28 Junie 1996 en R. 1448 van 26 Augustus 1996.

Wysiging van regulasie 199 van die Regulasies

2. Regulasie 199 van die Regulasies word hierby gewysig deur paragraaf (b) van subregulasie (2) deur die volgende paragraaf te vervang:

"(b) Die Administrateur kan, behoudens regulasie 206, by kennisgewing in die *Provinsiale Koerant* 'n logo of landskap, 'n lettertipe, 'n kleur vir die letters en syfers, en die kleur van die trukaatsoppervlak bepaal wat op die registrasieplaat vertoon moet word, en wat 'n provinsie bedoel in paragraaf (a), aandui."

Vervanging van regulasie 200 van die Regulasies

3. Regulasie 200 van die Regulasies word hierby vervang deur die volgende regulasie:

"Administrateur kan registrasienommer verander

200. (1) Die betrokke Administrateur kan die registrasienommer wat aan 'n motorvoertuig toegeken is, ooreenkomstig die voorwaardes wat hy of sy bepaal, verander.

(2) Die betrokke Administrateur kan, behoudens die voorwaardes wat hy of sy bepaal, by aansoek en teen betaling van sodanige gelde of heffings wat hy of sy bepaal, die registrasienommer wat aan 'n motorvoertuig toegeken is verander."

Wysiging van regulasie 206 van die Regulasies

4. Regulasie 206 van die Regulasies word hierby gewysig deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) Die letters en syfers op 'n registrasieplaat word gerangskik—

- (a) met alle letters en syfers in een lyn;
- (b) met die letters wat die syfers voorafgaan in een lyn en onmiddellik daaronder, die syfers en, indien van toepassing, die laaste letter in een lyn;
- (c) met alle letters en syfers en logo of landskap in een lyn; of
- (d) met die letters of die syfers en die logo of landskap in een lyn, en onmiddellik daaronder—
 - (i) die syfers en letters;
 - (ii) die letters en letters; of
 - (iii) die letters en syfers,en, indien van toepassing, onmiddellik daaronder, die letters in een lyn."

Vervanging van regulasie 207 van die Regulasies

5. Regulasie 207 van die Regulasies word hierby vervang deur die volgende regulasie:

"Vertoon van klaringsbewys of klaringsbewys en padwaardigheidsertifikaat"

207. (1) Die eienaar van 'n motorvoertuig vertoon 'n klaringsbewys of 'n klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees, wat ten aansoek van sodanige voertuig uitgereik is, op die wyse bedoel in subregulasie (2).

(2) 'n Klaringsbewys of 'n klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees, wat ten aansien van 'n motorvoertuig uitgereik is word—

- (a) indien die motorvoertuig met 'n deursigtige voorruit toegerus is, vertoon deur dit in 'n regop posisie aan die binnekant van die voorruit te heg, onder in die linkerkantste hoek, sodat die drukwerk op die voorkant van die klaringsbewys of klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees, van buite af duidelik leesbaar is deur iemand wat voor of links voor sodanige motorvoertuig staan;
- (b) indien die motorvoertuig nie met 'n deursigtige voorruit toegerus is nie, op 'n opvallende plek aan die linker voorkant van sodanige motorvoertuig aangeheg sodat die drukwerk op die voorkant van sodanige klaringsbewys of klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees, duidelik leesbaar is van daardie kant af; of
- (c) indien sodanige klaringsbewys of klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees, op 'n motorvoertuig vertoon moet word in 'n posisie waar dit aan die weer blootgestel is, moet dit beskerm word deur sodanige klaringsbewys of klaringsbewys en padwaardigheidsertifikaat, wat ook al die geval mag wees, aan die binnekant van die deursigtige voorkant van 'n waterdigte houder aan te heg.

(3) Niemand mag 'n motorvoertuig op 'n openbare pad gebruik nie waarop 'n klaringsbewys of 'n klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees—

- (a) of enigiets wat voorgee om 'n klaringsbewys of 'n klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees, te wees, wat nie van toepassing op sodanige motorvoertuig is nie; of
- (b) wat op enige wyse onduidelik is of onleesbaar geword het, behalwe as sodanige klaringsbewys of klaringsbewys en padwaardigheidsertifikaat, wat ookal die geval mag wees, tydelik onduidelik of onleesbaar is as gevolg van 'n oorsaak buite die beheer van die bestuurder van sodanige motorvoertuig,

vertoon word."

Invoeging van regulasie 210A in die Regulasies

6. Die volgende regulasie word in die Regulasies na regulasie 210 ingevoeg:

"Motorhandelnommerstelsel"

210A. Die betrokke Administrateur kan by kennisgewing in die *Provinsiale Koerant* 'n motorhandelnommerstelsel vir die betrokke provinsie instel: Met dien verstande dat sodanige motorhandelnommerstelsel voorskryf dat die eerste letter van 'n motorhandelnommer die letter "A" moet wees."

Invoeging van regulasie 224A in die Regulasies

7. Die volgende regulasie word in die Regulasies na regulasie 224 ingevoeg:

"Tydelike of spesiale permittnommerstelsel"

224A. Die betrokke Administrateur kan by kennisgewing in die *Provinsiale Koerant* 'n tydelike of spesiale permittnommerstelsel vir die betrokke provinsie instel."

Vervanging van regulasie 268 van die Regulasies

8. Regulasie 268 van die Regulasies word hierby vervang deur die volgende regulasie:

"Geldigheidsduur van padwaardigheidsertifikaat"

268. (1) 'n Padwaardigheidsertifikaat wat uitgereik is ten aansien van 'n motorvoertuig bedoel in regulasie 267 (1), is geldig vanaf datum van uitreiking daarvan tot die datum waarop die klaringsbewys uitgereik met betrekking tot die betrokke voertuig, verval soos in regulasie 194 bedoel.

(2) Ondanks enige andersluidende bepalings in hierdie Regulasies vervat, kan 'n motorvoertuig bedoel in subregulasie (1) vir 'n tydperk van 21 dae na die datum waarop aanspreeklikheid vir die lisensiering van sodanige motorvoertuig ontstaan het ingevolge regulasie 195 (1), op 'n openbare pad gebruik word terwyl die registrasienommer wat ten aansien van sodanige motorvoertuig toegeken is en die klaringsbewys en padwaardigheidsertifikaat wat aan sodanige motorvoertuig uitgereik is voor die datum waarop die motorvoertuiglisensie en klaringsbewys en padwaardigheidsertifikaat van nul en gener waarde geword het, vertoon word op die wyse in regulasie 206 en 207 bedoel."

Wysiging van regulasie 272 van die Regulasies, soos gewysig by regulasie 49 van die Twee-entwintigste Wysiging van die Padverkeersregulasies, uitgevaardig by Goewermmentskennisgewing No. R. 926 van 30 Junie 1995

9. Regulasie 272 van die Regulasies word hierby gewysig deur paragraaf (b) van subregulasie (2) deur die volgende paragraaf te vervang:

“(b) aan die aansoeker vorm SPW, aangedui in Bylae 2, uit te reik, in die geval waar—

- (i) die betrokke toetsstasie nie in staat is om ingevolge paragraaf (a) te handel nie; of
- (ii) regulasies 175 tot 238V nie op die betrokke motorvoertuig van toepassing is nie.”.

Wysiging van regulasie 274 van die Regulasies, soos gewysig by regulasie 49 van die Twee-entwintigste Wysiging van die Padverkeersregulasies, uitgevaardig by Goewermmentskennisgewing No. R. 926 van 30 Junie 1995

10. Regulasie 274 van die regulasies word hierby gewysig deur subregulasie (2) deur die volgende subregulasie te vervang:

“(2) In die geval van ’n motorvoertuig bedoel in regulasie 267—

- (a) wat nie in die Republiek geregistreer is nie; of
- (b) waarop regulasies 175 tot 238V nie van toepassing is nie,

word vorm SPW, uitgereik ingevolge regulasie 272 (2) (b), geag ’n padwaardigheidsertifikaat te wees vir ’n periode van 12 maande vanaf datum van uitreiking daarvan.”.

Invoeging van regulasie 438A in die Regulasies

11. Die Regulasies word hierby gewysig deur die volgende regulasie na regulasie 438 in te voeg:

“Vasstelling van konsentrasie alkohol in asem

438A. Vir die doeleindes van artikel 122 van die Wet word die konsentrasie alkohol in enige asemmonster vasgestel deur die toerusting goedgekeur deur die SABS ingevolge 417 (NRSC) September 1996 Private spesifikasie: ‘Instruments for measuring breath alcohol for evidential purposes (non-mobile units)’.”.

Invoeging van regulasie 440B by die Regulasies

12. Die Regulasies word hierby gewysig deur die volgende regulasie na regulasie 440A in te voeg:

“Verbod op die gebruik van sekere lampe of ligtoestelle

440B. (1) Niemand sal ’n lamp of ligtoestel op so ’n wyse gebruik dat die sigbaarheid van sodanige lamp of ligtoestel vanaf ’n openbare pad die publiek in gevaar stel nie.

(2) Hierdie regulasie is nie van toepassing nie op lampe en ligtoestelle wat gebruik word—

- (a) op ’n motorvoertuig;
- (b) in ooreenstemming met enige Wet;
- (c) deur die Staat of enige statutêre liggaam, in die uitvoering van sy funksies, bevoegdhede en pligte; of
- (d) ingevolge ’n geskrewe magtiging uitgereik deur die betrokke plaaslike owerheid.

(3) Lampe en ligtoestelle wat by inwerkingtreding van hierdie regulasie gebruik word in stryd met die bepalings van subregulasie (1), kan as sodanig gebruik word totdat die betrokke plaaslike owerheid beveel dat dit verwyder of verstel moet word in terme van subregulasie (5), in welke geval die koste van sodanige verwydering of verandering gedra sal word deur die persone wat die lampe of ligtoestelle as sodanig gebruik.

(4) Die betrokke plaaslike owerheid mag die gebruik van ’n lamp of ligtoestel wat sigbaar is vanaf ’n openbare pad magtig, onderworpe aan sodanige voorwaardes en vir sodanige tydperk soos bepaal deur daardie plaaslike owerheid en sodanige magtiging mag enige tyd gewysig of teruggetrek word deur die betrokke plaaslike owerheid.

(5) Indien die betrokke plaaslike owerheid oortuig is dat ’n lamp of ligtoestel in stryd met die bepalings van hierdie regulasie gebruik word, mag daardie plaaslike owerheid by wyse van ’n skriftelike kennisgewing beveel dat die persoon wat daardie lamp of ligtoestel as sodanig gebruik om die lamp of ligtoestel te verstel of te verwyder op sy of haar koste binne die tydperk bepaal deur sodanige plaaslike owerheid, welke tydperk nie minder as 14 dae sal wees nie.

(6) Indien ’n bevel kragtens subregulasie (5) nie nagekom word binne die tydperk bedoel in daardie subregulasie nie, mag die betrokke plaaslike owerheid die betrokke lamp of ligtoestel verstel of verwyder en die koste van sodanige verstelling of verwydering op die persoon wat daardie lamp of ligtoestel gebruik, verhaal.

(7) Vir die doeleindes van hierdie regulasie word ’n lamp of ligtoestel geag gebruik te word deur die persoon op wie se eiendom sodanige lamp of ligtoestel opgerig is.”.

Wysiging van regulasie 9 van die Vyf-en-twintigste Wysiging van die Padverkeersregulasies uitgevaardig by Goewermenskennisgewing No. R. 228 van 16 Februarie 1996

13. Regulasie 9 van die Vyf-en-twintigste Wysiging van die Padverkeersregulasies, 1996, word hierby gewysig deur die regulasie deur die volgende regulasie te vervang:

- "9. Ondanks die bepalings van hierdie regulasies, hoef die inligtingsplate wat alreeds aan voertuie ingevolge regulasie 369 van die Regulasies aangeheg is op die datum van inwerkingtreding van hierdie regulasies, nie die inligting soos bepaal in daardie regulasie voor 1 Julie 1997 te weerspieël nie."

Kort titel

14. (1) Hierdie regulasies heet die Nege-en-twintigste Wysiging van die Padverkeersregulasies.

(2) Regulasie 11 van hierdie Regulasies tree in werking op die datum wat artikel 22 van die Wysigingswet op Padverkeer, 1993 (Wet No. 39 van 1993), in werking tree.

No. R. 2113

27 December 1996

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

DETERMINATION UNDER REGULATION 199 (2) OF THE ROAD TRAFFIC REGULATIONS, 1990, REGARDING A REGISTRATION PLATE FOR THE GAUTENG PROVINCE

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under regulation 199 (2) of the Road Traffic Regulations, hereby determine that the letter type on the registration plate displaying the registration number or motor trade number, issued on or after **1 January 1997** by a registering authority in the Gauteng Province shall be the letter type as prescribed in paragraph 4.1.3.4 of the Standard Specification of the South African Bureau of Standards SABS 1116-2: 1996 "Retroreflective Registration Plates for Motor Vehicles".

S. R. MAHARAJ

Minister of Transport

No. R. 2113

27 Desember 1996

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

BEPALING INGEVOLGE REGULASIE 199 (2) VAN DIE PADVERKEERSREGULASIES, 1990, TEN AANSIEN VAN 'N REGISTRASIEPLAAT VIR DIE GAUTENG PROVINSIE

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens regulasie 199 (2) van die Padverkeersregulasies, bepaal hierby dat die lettertipe op 'n registrasieplaat wat 'n registrasienommer of motorhandelnummer, uitgereik na **1 Januarie 1997** deur 'n registrasie-owerheid in die Gauteng Provinsie vertoon, die lettertipe soos voorgeskryf in paragraaf 4.1.3.4 van die Standaard Spesifikasie van die Suid-Afrikaanse Buro vir Standaarde SABS 1116-2: 1996 "Trukaats Registrasieplate vir Motorvoertuie", moet wees.

S. R. MAHARAJ

Minister van Vervoer

No. R. 2114

27 December 1996

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

ESTABLISHMENT UNDER REGULATIONS 199 (2), 210A AND 224A OF THE ROAD TRAFFIC REGULATIONS, 1990, OF A REGISTRATION NUMBER SYSTEM, MOTOR TRADE NUMBER SYSTEM AND SPECIAL OR TEMPORARY PERMIT NUMBER SYSTEM FOR THE GAUTENG PROVINCE

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under regulations 199 (2), 210A and 224A of the Road Traffic Regulations, hereby establish the following registration number system, motor trade number system and temporary or special permit number system for the Gauteng Province:

- (a) The registration number allocated to any motor vehicle licensed on or after **1 January 1997** at a registering authority in the Gauteng Province, shall consist of—
 - (i) three letters, followed by three figures, followed by the logo as prescribed in the schedule hereto, followed by the letters GP denoting the Gauteng Province: Provided that vowels shall not be used and that the first letter shall not be the letter "G"; or
 - (ii) on application in terms of regulation 200 (2) of the Road Traffic Regulations, three figures, followed by three letters, followed by the logo as prescribed in the schedule thereto, followed by the letters GP denoting the Gauteng Province: Provided that vowels shall not be used.
- (b) The registration number allocated on or after **1 January 1997** to a motor vehicle owned by the Provincial Government of the Gauteng Province, shall consist of the letter G, followed by two letters, followed by three figures, followed by the logo as prescribed in the schedule hereto, followed by the letters GP denoting the Gauteng Province: Provided that vowels shall not be used.

- (c) The motor trade number issued by a registering authority in the Gauteng Province on or after **1 January 1997**, shall consist of the letter A, followed by two letters, followed by three figures, followed by the logo as prescribed in the schedule hereto, followed by the letters GP denoting the Gauteng Province.
- (d) The temporary or special permit number issued in the Gauteng Province on or after **1 January 1997**, shall consist of the letter Z, followed by two letters, followed by three figures, followed by the letters GP denoting the Gauteng Province.
- (e) The owner of a motor vehicle licensed for the first time prior to **1 January 1997** at a registering authority in the Gauteng Province, may request to be issued with a new registration number from the registration number system as prescribed in paragraph (a) (i), on the date of renewal of the licence of that vehicle, if that date falls on or after **1 January 1997**: Provided that such registration number shall be obtained on the date of renewal of the licence of that vehicle after 31 December 1999.
- (f) The holder of a motor trade number licensed at a registering authority in the Gauteng Province, may on the date of renewal of the licence of that motor trade number apply for the cancellation thereof and the issuance of a new motor trade number from the motor trade number system as prescribed in paragraph (c), if that date falls on or after **1 January 1997**: Provided that such holder shall apply for such cancellation and new motor trade number on the date of renewal of the licence of that motor trade number after 1 January 1998.

S. R. MAHARAJ

Minister of Transport

ANNEXURE

SPECIFICATION FOR GAUTENG LOGO ON REGISTRATION PLATE

1. Scope

This standard specifies the provisions applicable to the logo to be portrayed on a registration plate for a motor vehicle in the Gauteng Province.

2. Specification

(1) Character of logo

The logo on a number plate for numbers issued in Gauteng shall be the Coat of Arms of the Gauteng Province with the word GAUTENG beneath it as indicated hereunder.



GAUTENG

(2) Colour and durability

The colours used to portray the logo shall be as follows:

Ultramarine	F09	for the shield
Signal red	A11	for the tongues of the lions and the word GAUTENG beneath the Coat of Arms
Middle buff	B33	for the lions, the pick, the gold bars, the ornamental brackets, the slanted stripes on the coronet and the wings of the bees
Black		for the exterior lines of all the images and the motto

Suppliers of a registration plate with a logo must submit a sample to the Department of Transport and Public Works of the Province for signed approval.

A sample for the logo which has been weathered in accordance with the Standard Specification of the South African Bureau of Standards SABS 1116-2: 1996 "Retro-Reflective Registration plates for motor vehicles", must also be submitted to the said Department for signed approval, prior to commencing of the manufacture of a registration plate with a logo.

(3) Size and positioning of logo

The size of the logo shall be 50 mm in width and a maximum height of 40 mm. The word GAUTENG in letters of 7 mm in height shall appear 5 mm beneath the logo.

The logo shall be positioned not less than 5 mm from the adjacent characters provided that the space on either side shall be equal.

Suppliers of registration plates with a logo must obtain signed approval from Gauteng Province for dimensional criteria of all sizes of plates to be produced.

No. R. 2114**27 Desember 1996**

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

INSTELLING INGEVOLGE REGULASIES 199 (2), 210A EN 224A VAN DIE PADVERKEERSREGULASIES, 1990, VAN 'N REGISTRASIENOMMERSTELSEL, MOTORHANDELNOMMERSTELSEL EN TYDELIKE OF SPESIALE PERMITNOMMERSTELSEL VIR DIE GAUTENG PROVINSIE

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens regulasies 199 (2), 210A en 224A van die Padverkeersregulasies, stel hierby die volgende registrasienommerstelsel, motorhandelnommerstelsel en tydelike of spesiale permittnommerstelsel in vir die Gauteng Provinsie:

- (a) Die registrasienommer wat toegeken word aan enige motorvoertuig wat op of na **1 Januarie 1997** by 'n registrasie-owerheid in die Gauteng Provinsie gelisensieer word, moet bestaan uit—
 - (i) drie letters, gevolg deur drie syfers, gevolg deur die logo soos voorgeskryf in die bylae hierby, gevolg deur die letters GP wat die Gauteng Provinsie aandui: Met dien verstande dat klinkers nie gebruik moet word nie en dat die eerste letter nie die letter "G" moet wees nie; of
 - (ii) by aansoek ingevolge regulasie 200 (2) van die Padverkeersregulasies, drie syfers, gevolg deur drie letters, gevolg deur die logo soos voorgeskryf in die bylae hierby, gevolg deur die letters GP wat die Gauteng Provinsie aandui: Met dien verstande dat klinkers nie gebruik moet word nie.
- (b) Die registrasienommer wat op of na **1 Januarie 1997** uitgereik word aan 'n motorvoertuig wat aan die Provinsiale Regering van die Gauteng Provinsie behoort, moet bestaan uit die letter G, gevolg deur twee letters, gevolg deur drie syfers, gevolg deur die logo soos voorgeskryf in die bylae hierby, gevolg deur die letters GP wat die Gauteng Provinsie aandui: Met dien verstande dat klinkers nie gebruik moet word nie.
- (c) Die motorhandelnommer uitgereik deur 'n registrasie-owerheid in die Gauteng Provinsie op of na **1 Januarie 1997**, moet bestaan uit die letter A, gevolg deur twee letters, gevolg deur drie syfers, gevolg deur die logo soos voorgeskryf in die bylae hierby, gevolg deur die letters GP wat die Gauteng Provinsie aandui.
- (d) Die tydelike en spesiale permittnommer uitgereik in die Gauteng Provinsie op of na **1 Januarie 1997**, moet bestaan uit die letter Z, gevolg deur twee letters, gevolg deur drie syfers, gevolg deur die letters GP wat die Gauteng Provinsie aandui.
- (e) Die eienaar van 'n motorvoertuig wat vir die eerste keer voor **1 Januarie 1997** deur 'n registrasie-owerheid in die Gauteng Provinsie geregistreer is, mag versoek dat 'n nuwe registrasienommer uit die registrasienommerstelsel soos voorgeskryf in paragraaf (a) (i) aan hom of haar uitgereik word op die datum van hernuwing van die lisensie van daardie motorvoertuig, indien daardie datum op of na **1 Januarie 1997** val: Met dien verstande dat sodanige registrasienommer verkry moet word op die datum van hernuwing van die lisensie van daardie motorvoertuig na 31 Desember 1999.
- (f) Die houer van 'n motorhandelnommer gelisensieer by 'n registrasie-owerheid in die Gauteng Provinsie, kan op die datum van hernuwing van die lisensie van daardie motorhandelnommer aansoek doen om die kansellasie van daardie motorhandelnommer en die uitreiking van 'n nuwe motorhandelnommer uit die motorhandelnommerstelsel soos voorgeskryf in paragraaf (c), indien daardie datum op of na **1 Januarie 1997** val: Met dien verstande dat daardie houer moet aansoek doen om sodanige kansellasie en nuwe motorhandelnommer op die datum van hernuwing van die lisensie van daardie motorhandelnommer na 1 Januarie 1998.

S. R. MAHARAJ**Minister van Vervoer****BYLAE****SPESIFIKASIE VIR GAUTENG LOGO OP REGISTRASIEPLATE****1. Omvang**

Hierdie standaard omskryf die bepalings van toepassing op die logo wat op 'n registrasieplaat vir motorvoertuie in die Gauteng Provinsie uitgebeeld word.

2. Spesifikasie**(1) Aard van logo**

Die logo op 'n registrasieplaat vir nommers uitgereik in Gauteng sal die Wapenschild van die Gauteng Provinsie met die woord GAUTENG daaronder, soos hieronder aangedui, wees.



GAUTENG

(2) Kleur en duursaamheid

Die kleure wat vir die logo gebruik word, moet soos volg wees:

Ultramaryn	F09	vir die skild
Sinjaalrooi	A11	vir die tonge van die leeus en die woord GAUTENG onderaan die Wapenschild
Middelvaalgeel	B33	vir die leeus, die pik, die goudstawe, die sierondersteunings, die skuins strepe op die kroon en die vlerke van die bye
Swart		vir die buitelyne van al die beelde en die leuse

Verskaffers van 'n registrasieplaat met 'n logo moet 'n voorbeeld aan die Departement van Vervoer en Openbare Werke van die Provinsie vir goedkeuring voorlê.

'n Voorbeeld van die logo wat vir verwerping getoets is ooreenkomstig die Standaardspesifikasie van die Suid-Afrikaanse Buro vir Standaarde SABS 1116-2: 1996 "Trukaats Registrasieplate vir Motorvoertuie" moet ook aan die genoemde Departement vir skriftelike goedkeuring voorgelê word voordat registrasieplate met die logo vervaardig mag word.

(3) Grootte en plasing van logo

Die grootte van die logo moet 50 mm in breedte wees en 'n maksimum hoogte van 40 mm hê. Die woord GAUTENG in letters 7 mm in hoogte, moet 5 mm onder die logo verskyn.

Die logo moet nie minder as 5 mm van die karakters langsaan geplaas word nie, met dien verstande dat die spasie aan beide kante dieselfde moet wees.

Verskaffers van registrasieplate met 'n logo moet skriftelike toestemming van Gauteng Provinsie bekom vir dimensionele kriteria van alle groottes registrasieplate wat vervaardig sal word.

No. R. 2115

27 December 1996

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

DETERMINATION UNDER REGULATIONS 10 (2) AND 199 (2) OF THE ROAD TRAFFIC REGULATIONS, 1990, REGARDING A REGISTRATION PLATE FOR THE GAUTENG PROVINCE

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under regulations 10 (2) and 199 (2) of the Road Traffic Regulations, hereby determine that—

- a registration plate displaying a registration number or motor trade number issued by a registering authority in the Gauteng Province on or after **1 January 1997**, shall display dark blue (Ultramarine) letters and figures indicated as FO9 in the Standard Specification of the South African Bureau of Standards SABS 1091-1975: "National Colour Standards for Paint" on a white retro-reflective surface;
- a registration plate displaying a registration number or motor trade number issued by a registering authority in the Gauteng Province before **1 January 1997**, shall display black letters and figures on a yellow retro-reflective surface.

S. R. MAHARAJ
Minister of Transport

No. R. 2115**27 Desember 1996**

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

BEPALING INGEVOLGE REGULASIES 10 (2) EN 199 (2) VAN DIE PADVERKEERSREGULASIES, 1990, TEN AANSIEN VAN 'N REGISTRASIEPLAAT VIR DIE GAUTENG PROVINSIE

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens regulasies 10 (2) en 199 (2) van die Padverkeersregulasies, bepaal hierby dat—

- (a) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is deur 'n registrasieowerheid in die Gauteng Provinsie op of na **1 Januarie 1997**, donkerblou (Ultramaryn) letters en syfers, aangedui as FO9 in die Standaard Spesifikasie van die Suid-Afrikaanse Buro vir Standaarde SABS 1091-1975: "Nasionale Kleurstandaarde vir Verf" op 'n wit trukaatsoppervlak, moet vertoon;
- (b) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is deur 'n registrasieowerheid in die Gauteng Provinsie voor **1 Januarie 1997**, moet swart letters en syfers op 'n geel trukaatsoppervlak vertoon.

S. R. MAHARAJ**Minister van Vervoer****No. R. 2116****27 December 1996**

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

DETERMINATION UNDER REGULATIONS 10 (2) AND 199 (2) OF THE ROAD TRAFFIC REGULATIONS, 1990, REGARDING A REGISTRATION PLATE FOR THE NORTHERN PROVINCE

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under regulation 10 (2) and regulation 199 (2) of the Road Traffic Regulations, hereby determine that—

- (a) a registration plate displaying a registration number or motor trade number issued by a registering authority on or after **1 January 1997**, shall display—
 - (i) dark red letters and figures on a white retro-reflective surface if that registration plate is displayed on a motor vehicle owned by the Provincial Government of the Northern Province; or
 - (ii) black letters and figures on a white retro-reflective surface if such registration plate is displayed on any other motor vehicle;
- (b) a registration plate displaying a registration number or motor trade number issued before **1 January 1997**, may be as prescribed in paragraph (a): Provided that a registration plate displaying black letters and figures on a yellow retro-reflective surface shall be valid until 31 December 2001;
- (c) the provisions of this notice are applicable to the Magisterial Districts of—

Ellisras	Potgietersrus
Letaba	Soutpansberg
Messina	Thabazimbi
Phalaborwa	Warmbaths
Pietersburg	Waterberg

S. R. MAHARAJ**Minister of Transport****No. R. 2116****27 Desember 1996**

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

BEPALING INGEVOLGE REGULASIES 10 (2) EN 199 (2) VAN DIE PADVERKEERSREGULASIES, 1990, TEN AANSIEN VAN 'N REGISTRASIEPLAAT VIR DIE NOORDELIKE PROVINSIE

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens regulasie 10 (2) en regulasie 199 (2) van die Padverkeersregulasies, bepaal hierby dat—

- (a) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon, wat uitgereik is deur 'n registrasieowerheid op of na **1 Januarie 1997**, moet—
 - (i) donker rooi letters en syfers op 'n wit trukaatsoppervlak vertoon indien daardie registrasieplaat vertoon word op 'n motorvoertuig wat die eiendom is van die Provinsiale Regering van die Noordelike Provinsie; of
 - (ii) swart letters en syfers op 'n wit trukaatsoppervlak vertoon indien sodanige registrasieplaat vertoon word op enige ander motorvoertuig;

- (b) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is voor 1 Januarie 1997, mag wees soos voorgeskryf in paragraaf (a): Met dien verstande dat 'n registrasieplaat waarop swart letters en syfers op 'n geel trukaatsoppervlak vertoon word geldig is tot en met 31 Desember 2001;
- (c) die bepalings van hierdie kennisgewing van toepassing is op die landdrosdistrikte—

Ellisras	Potgietersrus
Letaba	Soutpansberg
Messina	Thabazimbi
Phalaborwa	Warmbad
Pietersburg	Waterberg

S. R. MAHARAJ

Minister van Vervoer

No. R. 2117

27 Desember 1996

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

**DETERMINATION UNDER REGULATION 199 (2) OF THE ROAD TRAFFIC REGULATIONS, 1990,
REGARDING A REGISTRATION PLATE FOR THE PROVINCE OF THE WESTERN CAPE**

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under regulation 199 (2) of the Road Traffic Regulations, hereby determine that—

- (a) a registration plate displaying a registration number or motor trade number issued by a registering authority in the Province of the Western Cape on or after the date of this notice, shall display black letters and figures on a yellow retro-reflective surface;
- (b) any registration plate displayed in contravention of the provisions of paragraph (a) at the date of this notice, shall be valid until 30 June 1997.

S. R. MAHARAJ

Minister of Transport

No. R. 2117

27 Desember 1996

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

**BEPALING INGEVOLGE REGULASIE 199 (2) VAN DIE PADVERKEERSREGULASIES, 1990,
TEN AANSIEN VAN 'N REGISTRASIEPLAAT VIR DIE PROVINSIE WES-KAAP**

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens regulasie 199 (2) van die Padverkeersregulasies, bepaal hierby dat—

- (a) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is deur 'n registrasie-owerheid in die Provinsie Wes-Kaap op of na die datum van hierdie kennisgewing, swart letters en syfers op 'n geel trukaatsoppervlak moet vertoon;
- (b) enige registrasieplaat wat vertoon word in stryd met die bepalings van paragraaf (a) op die datum van hierdie kennisgewing, geldig is tot en met 30 Junie 1997.

S. R. MAHARAJ

Minister van Vervoer

No. R. 2118

27 Desember 1996

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

**DETERMINATION UNDER REGULATION 199 (2) OF THE ROAD TRAFFIC REGULATIONS, 1990, REGARDING A
REGISTRATION PLATE FOR THE FREE STATE PROVINCE**

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under regulation 199 (2) of the Road Traffic Regulations, hereby determine that—

- (a) a registration plate displaying a registration number or motor trade number, issued by a registering authority in the Free State Province, shall display black letters and figures on a white retro-reflective surface from a date to be determined by the Minister by notice in the *Government Gazette*;
- (b) a registration plate displaying a registration number or motor trade number issued by a registering authority in the Free State Province after the date of entry into force of this notice, may be as prescribed in paragraph (a): Provided that a registration plate displaying black letters and figures on a yellow retro-reflective surface, shall be valid for a period of two years from that date.

S. R. MAHARAJ

Minister of Transport

No. R. 2118**27 Desember 1996**

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

BEPALING INGEVOLGE REGULASIE 199 (2) VAN DIE PADVERKEERSREGULASIES, 1990, TEN AANSIEN VAN 'N REGISTRASIEPLAAT VIR DIE PROVINSIE VRYSTAAT

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens regulasie 199 (2) van die Padverkeersregulasies, bepaal hierby dat—

- (a) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is deur 'n registrasieowerheid in die Provinsie Vrystaat swart letters en syfers op 'n wit trukaatsoppervlak moet vertoon vanaf die datum soos bepaal deur die Minister by kennisgewing in die *Staatskoerant*;
- (b) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is deur 'n registrasieowerheid in die Provinsie Vrystaat na die datum van inwerkingtreding van hierdie kennisgewing, mag wees soos voorgeskryf in paragraaf (a): Met dien verstande dat 'n registrasieplaat waarop swart letters en syfers op 'n geel trukaatsoppervlak vertoon word, geldig is vir 'n periode van twee jaar vanaf daardie datum.

S. R. MAHARAJ**Minister van Vervoer****No. 2119****27 December 1996**

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

DETERMINATION UNDER REGULATION 199 (2) OF THE ROAD TRAFFIC REGULATIONS, 1990, REGARDING A REGISTRATION PLATE FOR THE PROVINCE OF KWAZULU-NATAL

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under regulation 199 (2) of the Road Traffic Regulations, 1990, hereby determine that—

- (a) a registration plate displaying a registration number or motor trade number issued by a registering authority in the Province of KwaZulu-Natal on or after **1 January 1997**, shall display—
 - (i) dark red letters and figures on a white retro-reflective surface if that registration plate is displayed on a motor vehicle owned by the Provincial Government of the Province of KwaZulu-Natal; or
 - (ii) black letters and figures on a white retro-reflective surface if that registration plate is displayed on a motor vehicle referred to in regulation 267 (1) (e) of the Road Traffic Regulations, subject to the provisions of regulation 267 (2); or
 - (iii) dark blue letters and figures on a white retro-reflective surface if such registration plate is displayed on any other motor vehicle;
- (b) a registration plate displaying a registration number or motor trade number issued by a registering authority in the Province of KwaZulu-Natal before **1 January 1997**, may be as prescribed in paragraph (a): Provided that a registration plate displaying black letters and figures on a yellow retro-reflective surface shall be valid until 31 December 2001.

S. R. MAHARAJ**Minister of Transport****No. 2119****27 Desember 1996**

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

BEPALING INGEVOLGE REGULASIE 199 (2) VAN DIE PADVERKEERSREGULASIES, 1990, TEN AANSIEN VAN 'N REGISTRASIEPLAAT VIR DIE PROVINSIE KWAZULU-NATAL

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens regulasie 199 (2) van die Padverkeersregulasies, bepaal hierby dat—

- (a) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is deur 'n registrasieowerheid in die Provinsie KwaZulu-Natal op of na **1 Januarie 1997**, moet—
 - (i) donkerrooi letters en syfers op 'n wit trukaatsoppervlak vertoon indien daardie registrasieplaat vertoon word op 'n motorvoertuig wat die eiendom is van die Provinsiale Regering van die Provinsie KwaZulu-Natal; of
 - (ii) swart letters en syfers op 'n wit trukaatsoppervlak vertoon indien daardie registrasieplaat vertoon word op 'n motorvoertuig bedoel in regulasie 267 (1) (e) van die Padverkeersregulasies, behoudens die bepaling van regulasie 267 (2); of

- (iii) donkerblou letters en syfers op 'n wit trukaatsoppervlak vertoon indien sodanige registrasieplaat vertoon word op enige ander motorvoertuig;
- (b) 'n registrasieplaat wat 'n registrasienommer of motorhandelnommer vertoon wat uitgereik is deur 'n registrasie-owerheid in die Provinsie KwaZulu-Natal voor **1 Januarie 1997**, mag wees soos voorgeskryf in paragraaf (a): Met dien verstande dat 'n registrasieplaat waarop swart letters en syfers op 'n geel trukaatsoppervlak vertoon word, geldig is tot en met 31 Desember 2001.

S. R. MAHARAJ

Minister van Vervoer

No. R. 2120

27 Desember 1996

ROAD TRAFFIC ACT, 1989 (ACT No. 29 OF 1989)

EXEMPTION OF CERTAIN VEHICLES FROM THE PROVISIONS OF REGULATION 371 OF THE ROAD TRAFFIC REGULATIONS

I, Sathyandranath Ragunanan Maharaj, Minister of Transport, acting under section 139 of the Road Traffic Act, 1989 (Act No. 29 of 1989), hereby exempt, subject to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), from the provisions of regulation 371 of the Road Traffic Regulations, 1990, the conveyance of persons on a semi-trailer or a trailer drawn by a tractor used solely for agricultural purposes and provided that such a tractor may not exceed a speed of 35 km/h.

S. R. MAHARAJ

Minister of Transport

No. R. 2120

27 Desember 1996

PADVERKEERSWET, 1989 (WET No. 29 VAN 1989)

VRYSTELLING VAN SEKERE VOERTUIG VAN DIE BEPALINGS VAN REGULASIE 371 VAN DIE PADVERKEERSREGULASIES

Ek, Sathyandranath Ragunanan Maharaj, Minister van Vervoer, handelende kragtens artikel 139 van die Padverkeerswet, 1989 (Wet No. 29 van 1989), verleen hierby, behoudens die bepalings van die Wet op Beroepsgesondheid en Veiligheid, 1993 (Wet No. 85 van 1993), vrystelling van die bepalings van regulasie 371 van die Padverkeersregulasies, 1990, vir die vervoer van persone op 'n leunwa of 'n sleepwa getrek deur 'n trekker wat alleenlik vir landboudoeleindes aangewend word en met dien verstande dat sodanige trekker nie 'n snelheid van 35 km/h te bowe mag gaan nie.

S. R. MAHARAJ

Minister van Vervoer

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 2124

27 Desember 1996

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL: AMENDMENT OF FUND 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 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) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 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 of the Amending Agreement.

T. T. MBOWENI

Minister of Labour

86860—B

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSSVAAL)****FUND AGREEMENT**

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

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Clothing Industry (Transvaal),

to amend the Fund Agreement published under Government Notice No. R. 3150 of 24 December 1991, as renewed and amended by Government Notices Nos. R. 243 of 10 January 1992, R. 1065 of 16 April 1992, R. 1685 of 19 June 1992, R. 3107 of 13 November 1992, R. 3260 of 4 December 1992, R. 1232 of 9 July 1993, R. 2549 of 31 December 1993, R. 1160 of 1 July 1994, R. 1683 of 30 September 1994, R. 234 of 17 February 1995, R. 884 of 15 June 1995, R. 1436 of 22 September 1995, R. 1953 of 22 December 1995, R. 101 of 26 January 1996, R. 1462 of 6 September 1996 and R. 1981 of 6 December 1996.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry;
- (b) in the Province of the Transvaal, as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

(2) Notwithstanding the provisions of subclause (1)—

- (a) the terms of this Agreement shall, apply only in respect of employees for whom wages are prescribed in the Council's Main Agreement;
- (b) the provisions of clauses 5, 6, 7 and 10 of the Agreement shall, apply in respect of any employee in the Industry for whom no wages are prescribed in the Main Agreement if such employee and his employer have mutually, and with the Industrial Council agreed thereto in writing.

(3) For the purposes of subclause (2) (b), any reference to employees for whom wages are prescribed in the Main Agreement shall be deemed to include employees referred to in that Agreement and any reference to the wage prescribed for an employee shall be deemed to be a reference to such employee's actual wage.

2. CLAUSE 5: MEDICAL BENEFIT SOCIETY

- (1) In subclause (2), substitute the expression "1,5%" for the expression "1,4%" wherever it appears.
- (2) In subclause (8) (c), substitute the expression "R330,00" for the expression "R270,00".

3. CLAUSE 7: SICK PAY FUND

In subclause (2), substitute the expression "0,35%" for the expression "0,4%" wherever it appears.

4. CLAUSE 11: CLOTHING TRAINING BOARD

In subclause (2) (a), substitute the expression "R1,50 + VAT" for the expression "R1,38 + VAT".

5. NEW CLAUSE 16

Insert the following new clause:

"16. SACTWU EDUCATION BURSARY SCHEME

- (1) Every employer to whom this Agreement applies shall each week contribute 20c for each employee in his employ to the SACTWU Education Bursary Scheme. The total amount shall be submitted to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the contributions fall due.
- (2) The total amount so collected by the Council, less such amount as shall be agreed upon by the parties as a collection fee, shall be forwarded to the SACTWU Finance Department, P.O. Box 18359, Dalbridge, 4014, by not later than the 15th day of the following month, together with an analysis of the amounts as received from employers."

Signed at Johannesburg this 7th day of November 1996.

W. ARON

Chairman

N. RATSHIDI

Vice-Chairman

A. MARGOLIS

Secretary

No. R. 2124

27 Desember 1996

WET OP ARBEIDSVARHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL: WYSIGING VAN FONDSOOREENKOMS

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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 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) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 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 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)****FONDSOOREENKOMS**

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

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal),

tot wysiging van die Fondsooreenkoms soos gepubliseer in Goewermentskennisgewing No. R. 3150 van 24 Desember 1991, soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 243 van 10 Januarie 1992, R. 1065 van 16 April 1992, R. 1685 van 19 Junie 1992, R. 8107 van 13 November 1992, R. 3260 van 4 Desember 1992, R. 1232 van 9 Julie 1993, R. 2549 van 31 Desember 1993, R. 1160 van 1 Julie 1994, R. 1683 van 30 September 1994, R. 234 van 17 Februarie 1995, R. 884 van 15 Junie 1995, R. 1436 van 22 September 1995, R. 1953 van 22 Desember 1995, R. 101 van 26 Januarie 1996, R. 1462 van 6 September 1996 en R. 1981 van 6 Desember 1996.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en betrokke is by die Klerasienywerheid, en deur alle werknemers wat lede is van die vakvereniging en in diens is in die Nywerheid;
- (b) in die provinsie Transvaal, soos dit bestaan het voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993).

- (2) Ondanks subklousule (1)—

- (a) is hierdie Ooreenkoms, van toepassing slegs ten opsigte van werknemers vir wie lone in die Hoofooreenkoms van die Raad voorgeskryf word;
- (b) is klousules 5, 6, 7 en 10 van die Ooreenkoms van toepassing ten opsigte van 'n werknemer in die Nywerheid vir wie geen loon in die Hoofooreenkoms voorgeskryf word nie, indien so 'n werknemer en werkgewer onderling en met die Nywerheidsraad skriftelik daartoe ooreengekom het.

(3) By die toepassing van subklousule (2) (b) word 'n verwysing na werknemers vir wie lone in die Hoofooreenkoms voorgeskryf word, geag werknemers in te sluit wat in daardie Ooreenkoms bedoel word, en 'n verwysing na die loon wat vir 'n werknemer voorgeskryf word, word geag so 'n werknemer se werklike loon te bedoel.

2. KLOUSULE 5: MEDIESE BYSTANDSVERENIGING

- (1) In subklousule (2) vervang die uitdrukking "1,4%" deur die uitdrukking "1,5%" waar dit ook al voorkom.
- (2) In subklousule (8) (c), vervang die uitdrukking "R270,00" deur die uitdrukking "R330,00".

3. KLOUSULE 7: SIEKTEBESOLDIGINGSFONDS

In subklousule (2), vervang die uitdrukking "0,4%" deur die uitdrukking "0,35%" waar dit ook al voorkom.

4. KLOUSULE 11: OPLEIDINGSRAAD VIR DIE KLERASIENYWERHEID

In subklousule (2) (a), vervang die uitdrukking "R1,50 + BTW" deur die uitdrukking "R1,38 + BTW".

5. NUWE KLOUSULE 16

Voeg die volgende klousule:

"16. SACTWU-STUDIEBEURSKEMA

- (1) Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet elke week 20 sent vir elke werknemer in sy diens bydra tot die SACTWU-studiebeurskema. Die totale bedrag moet ingedien word by die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, binne sewe dae na die einde van die week waarin die bydraes betaalbaar word.
- (2) Die totale bedrag deur die Raad aldus ingesamel, minus sodanige bedrag invorderingsgeld waaroor die partye moet ooreenkom, moet gestuur word aan die SACTWU Finansiële Afdeling, Posbus 18359, Dalbridge, 4014, oorbetaal, nie later nie as die 15de dag van die volgende maand, tesame met 'n uiteensetting van die bedraes soos van werkgewers ontvang.

Op hede die 7de dag van November 1996 te Johannesburg onderteken.

W. ARON

Voorsitter

N. RATSHIDI

Ondervoorsitter

A. MARGOLIS

Sekretaris

No. R. 2125

27 December 1996

LABOUR RELATIONS ACT, 1956**MOTOR INDUSTRY: AMENDMENT OF MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 30 December 1996 and for the period ending 31 July 1997, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

T. T. MBOWENI

Minister of Labour

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND AGREEMENT**

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

South African Motor Industry Employer's Association

and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa, Motor Industry Staff Association

and the

National Union of Metalworkers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Industrial Council for the Motor Industry,

to amend the Motor Industry Sick, Accident and Maternity Pay Fund Agreement published under Government Notice No. R. 2007 of 29 December 1995.

1. CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the trade unions.

2. CLAUSE 6: CONTRIBUTIONS

(1) In subclause (1) (a), substitute the expression "R2,50" for the expression "R1,80".

(2) In subclause (1) (b), substitute the expression "R1,40" for the expression "R1,50".

Signed at Randburg, on behalf of the parties, this 8th day of November 1996.

T. NIEUWOUDT

President of the Council

M. LOUW

Vice-President of the Council

B. G. DU PREEZ

General Secretary of the Council

No. R. 2125

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

**MOTORNYYWERHEID: WYSIGING VAN SIEKTE-, ONGEVALLE- EN KRAAMBYSTANDSFONDSOOREENKOMS
VIR DIE MOTORNYYWERHEID**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, vanaf 30 Desember 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

T. T. MBOWENI

Minister van Arbeid

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYYWERHEID

SIEKTE-, ONGEVALLE- EN KRAAMBYSTANDSFONDSOOREENKOMS VIR DIE MOTORNYYWERHEID

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

South African Motor Industry Employer's Association

en die

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa, Motor Industry Staff Association

en die

National Union of Metalworkers of South Africa

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

tot wysiging van die Siekte-, Ongevalle- en Kraambystandsfondsooreenkoms vir die Motornyywerheid gepubliseer by Goewermentskennisgewing No. R. 2007 van 29 Desember 1995.

1. KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Streke wat hierin omskryf word, nagekom word deur alle werkgewers in die Motornyywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers in genoemde Nywerheid wat lede van die vakverenigings is.

2. KLOUSULE 6: BYDRAES

(1) In subklousule (1) (a), vervang die uitdrukking "R1,80" deur die uitdrukking "R2,50".

(2) In subklousule (1) (b), vervang die uitdrukking "R1,50" deur die uitdrukking "R1,40".

Namens die partye op hede die 8ste dag van November 1996 te Randburg onderteken.

T. NIEUWOUDT

President van die Raad

M. LOUW

Visie-President van die Raad

B. G. DU PREEZ

Hoofsekretaris van die Raad

No. R. 2126

27 December 1996

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: AMENDMENT OF MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 30 December 1996 and for the period ending 31 July 1997, 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.

T. T. MBOWENI

Minister of Labour

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT

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

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa

the

Motor Industry Staff Association

and the

National Union of Metalworkers of South Africa

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

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

to amend the Motor Industry Medical Aid Fund Agreement published under Government Notice No. R. 1598 of 30 July 1982, as amended and extended by Government Notices Nos. R. 2300 of 21 October 1983, R. 772 of 19 April 1984, R. 1319 of 21 June 1985, R. 2843 of 27 December 1985, R. 1330 of 27 June 1986, R. 362 of 20 February 1987, R. 972 of 30 April 1987, R. 1108 of 22 May 1987, R. 1804 of 21 August 1987, R. 747 of 22 April 1988, R. 1490 of 29 June 1990, R. 3137 of 20 December 1991, R. 1667 of 19 June 1992, R. 3219 of 27 November 1992, R. 464 of 26 March 1993, R. 884 of 21 May 1993, R. 930 of 28 May 1993, R. 2249 of 19 November 1993, R. 1171 of 1 July 1994, R. 100 of 27 January 1995, R. 875 of 15 June 1995, R. 1127 of 28 July 1995 and R. 1042 of 28 June 1996.

1. CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

(1) In terms of this Agreement shall be observed in the Regions defined in the Agreement published under Government Notice No. R. 1598 of 30 July 1982 by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the Motor Industry Employees' Union of South Africa, and the Motor Industry Staff Association.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply in respect of apprentices and their employers but only in so far as such application is not inconsistent with the provisions of the Manpower Training Act, 1981, or any regulation made thereunder or any contract entered into in terms thereof.

2. CLAUSE 8: CONTRIBUTIONS

- (1) In subclause (1) (a) (i), substitute the expression "R114,83" for the expression "R109,36".
- (2) In subclause (1) (a) (ii), substitute the expression "R118,02" for the expression "R112,40".
- (3) In subclause (1) (a) (iii), substitute the expression "R134,34" for the expression "R127,94".
- (4) In subclause (1) (a) (iv), substitute the expression "R144,27" for the expression "R137,40".
- (5) In subclause (1) (b), substitute the expression "R76,40" for the expression "R72,76".
- (6) In subclause (2) (a) (i), substitute the expression "R84,92" for the expression "R80,88".
- (7) In subclause (2) (a) (ii), substitute the expression "R87,00" for the expression "R82,86".
- (8) In subclause (2) (a) (iii), substitute the expression "R89,08" for the expression "R84,84".
- (9) In subclause (2) (a) (iv), substitute the expression "R90,87" for the expression "R86,54".
- (10) In subclause (2) (b), substitute the expression "R66,42" for the expression "R63,26".
- (11) In subclause (3) (a), substitute the expression "R28,00" for the expression "R26,66".
- (12) In subclause (3) (b), substitute the expression "R25,66" for the expression "R24,44".

Signed at Randburg, on behalf of the parties, this 8th day of November 1996.

T. NIEUWOUDT

President of the Council

M. LOUW

Vice-President of the Council

B. G. DU PREEZ

General Secretary of the Council

No. R. 2126

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID: WYSIGING VAN MEDIESE HULPFONDSDOOREENKOMS VIR DIE MOTORNYWERHEID

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, vanaf 30 Desember 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

T. T. MBOWENI

Minister van Arbeid

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

MEDIESE HULPFONDSDOOREENKOMS VIR DIE MOTORNYWERHEID

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

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa

die

Motor Industry Staff Association

en die

National Union of Metalworkers of South Africa

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid, tot wysiging van die Mediese Hulpfondsooreenkoms vir die Motornywerheid gepubliseer by Goewermentskennisgewing No. R. 1598 van 30 Julie 1982, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 2300 van 21 Oktober 1983, R. 772 van 19 April 1984, R. 1319 van 21 Junie 1985, R. 2843 van 27 Desember 1985, R. 1330 van 27 Junie 1986, R. 362 van 20 Februarie 1987, R. 972 van 30 April 1987, R. 1108 van 22 Mei 1987, R. 1804 van 21 Augustus 1987, R. 747 van 22 April 1988, R. 1490 van 29 Junie 1990, R. 3137 van 20 Desember 1991, R. 1667 van 19 Junie 1992, R. 3219 van 27 November 1992, R. 464 van 26 Maart 1993, R. 884 van 21 Mei 1993, R. 930 van 28 Mei 1993, R. 2249 van 19 November 1993, R. 1171 van 1 Julie 1994, R. 100 van 27 Januarie 1995, R. 875 van 15 Junie 1995, R. 1127 van 28 Julie 1995 and R. 1042 van 28 Junie 1996.

1. KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Streke omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1598 van 30 Julie 1982, nagekom word deur alle werkgewers in die Motornywerheid wat lede is van die werkgewers-organisasie en deur alle werknemers in genoemde Nywerheid wat lede is van die Motor Industry Employees' Union of South Africa, en die Motor Industry Staff Association.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms op vakleerlinge en op hul werkgewers van toepassing maar slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n regulasie wat daarkragtens uitgevaardig is of 'n kontrak wat daarkragtens aangegaan is.

2. KLOUSULE 8: BYDRAES

- (1) In subklousule (1) (a) (i), vervang die uitdrukking "R109,36" deur die uitdrukking "R114,83".
- (2) In subklousule (1) (a) (ii), vervang die uitdrukking "R112,40" deur die uitdrukking "R118,02".
- (3) In subklousule (1) (a) (iii), vervang die uitdrukking "R127,94" deur die uitdrukking "R134,34".
- (4) In subklousule (1) (a) (iv), vervang die uitdrukking "R137,40" deur die uitdrukking "R144,27".
- (5) In subklousule (1) (b), vervang die uitdrukking "R72,76" deur die uitdrukking "R76,40".
- (6) In subklousule (2) (a) (i), vervang die uitdrukking "R80,88" deur die uitdrukking "R84,92".
- (7) In subklousule (2) (a) (ii), vervang die uitdrukking "R82,86" deur die uitdrukking "R87,00".
- (8) In subklousule (2) (a) (iii), vervang die uitdrukking "R84,84" deur die uitdrukking "R89,08".
- (9) In subklousule (2) (a) (iv), vervang die uitdrukking "R86,54" deur die uitdrukking "R90,87".
- (10) In subklousule (2) (b), vervang die uitdrukking "R63,26" deur die uitdrukking "R66,42".
- (11) In subklousule (3) (a), vervang die uitdrukking "R26,66" deur die uitdrukking "R28,00".
- (12) In subklousule (3) (b), vervang die uitdrukking "R24,44" deur die uitdrukking "R25,66".

Namens die partye op hede die 8ste dag van November 1996 te Randburg onderteken.

T. NIEUWOUDT

President van die Raad

M. LOUW

Visie-President van die Raad

B. G. DU PREEZ

Hoofsekretaris van die Raad

No. R. 2128

27 December 1996

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

MOTOR TRANSPORT UNDERTAKING (GOODS)

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 1944 of 29 November 1996, with effect from 6 January 1997.

T. T. MBOWENI

Minister of Labour

No. R. 2128**27 Desember 1996**

WET OP ARBEIDSVARHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWING

MOTORVERVOERONDERNEMING (GOEDERE)

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing No. R. 1944 van 29 November 1996, in met ingang van 6 Januarie 1997.

T. T. MBOWENI**Minister van Arbeid****No. R. 2127****27 December 1996**

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: AMENDMENT OF MISA PENSION FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 30 December 1996 and for the period ending 31 July 1997, upon the employers organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

T. T. MBOWENI**Minister of Labour****SCHEDULE****THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MISA PENSION FUND AGREEMENT**

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

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Staff Association

(hereinafter referred to as the "employees" or the "trade union", of the other part, being the parties to the National Industrial Council for the Motor Industry,

to amend the Misa Pension Fund Agreement published under Government Notice No. R. 1530 of 25 July 1980, as amended and extended by Government Notices Nos. R. 2634 of 24 December 1980, R. 1582 of 30 July 1982, R. 759 of 19 April 1984, R. 2320 of 26 October 1984, R. 1201 of 30 May 1985, R. 1726 of 15 August 1986, R. 1801 of 21 August 1987, R. 1688 of 19 August 1988, R. 1485 and R. 1486 of 29 June 1990, R. 3049 of 13 December 1991, R. 2555 of 31 December 1993, R. 923 of 23 June 1995, R. 2005 of 29 December 1995 and R. 1398 of 23 August 1996.

CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

(i) Substitute the following for clause 2:

- "(1) Subject to the exclusions referred to in subclause (2) of this clause and in clause 5 of the Agreement published under Government Notice No. R. 1530 of 25 July 1980, as amended and renewed from time to time, the terms of this Agreement shall be binding in the Regions defined herein upon all employers in the Motor Industry who are members of the employers' organisations and upon all clerical employees under 65 years of age who are members of the trade union.
- (2) An employer who was in operation on 1 September 1965 and continues to operate and participate in a pension scheme which covers his clerical employees shall not, in respect of those employees who are participants in such pension scheme and, subject to the exceptions detailed in subclause (3) of this clause, be subject to the provisions of this Agreement.
- (3) The exclusion contained in subclause (2) of this clause shall not apply—
- (a) if an employers' pension scheme is amended in a manner, or is replaced by another pension scheme, which results in less favourable pension benefits for his clerical employees than those provided by the scheme which was in existence on 1 September 1965;

- (b) in respect of employees who must complete a period of probation before they become eligible for membership of the employers' scheme—
- (i) in all cases, in respect of any period by which the probationary period exceeds 12 months; and
 - (ii) in the case of employees who are members of the Misa Pension Fund established in terms of the Agreement published under Government Notice No. R. 1253 of 27 August 1956, from the time they join the employers' service until the period for probation has been completed.”.

Signed at Randburg, on behalf of the parties, this 8th day of November 1996.

T. NIEUWOUDT

President of the Council

M. LOUW

Vice-President of the Council

B. G. DU PREEZ

General Secretary of the Council

No. R. 2127

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID: WYSIGING VAN MISA PENSIOENFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, vanaf 30 Desember 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

T. T. MBOWENI

Minister van Arbeid

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

MISA-PENSIOENFONDSOOREENKOMS

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

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

(hierna die “werkgewers” of die “werkgewersorganisasies” genoem), aan die ander kant, en die

Motor Industry Staff Association

(hierna die “werknemers” of die “vakvereniging” genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid;

tot wysiging van die Misa-pensioenfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1530 van 25 Julie 1980, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 2634 van 24 Desember 1980, R. 1582 van 30 Julie 1982, R. 759 van 19 April 1984, R. 2320 van 26 Oktober 1984, R. 1201 van 30 Mei 1985, R. 1726 van 15 Augustus 1986, R. 1801 van 21 Augustus 1987, R. 1688 van 19 Augustus 1988, R. 1485 en R. 1486 van 29 Junie 1990, R. 3049 van 13 Desember 1991, R. 2555 van 31 Desember 1993, R. 923 van 23 Junie 1995, R. 2005 van 29 Desember 1995 en R. 1398 van 23 Augustus 1996.

KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

- (i) Vervang klousule 2 deur die volgende:

“(1) Behoudens die uitsonderings bedoel in subklousule (2) van hierdie klousule en in klousule 5 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1530 van 25 Julie 1980, soos van tyd tot tyd gewysig en hernieu, is hierdie Ooreenkoms in die Streke hierin omskryf, bindend vir alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is, en vir alle klerke onder die ouderdom van 65 jaar wat lede van die vakvereniging is.

- (2) 'n Werkgewer wat op 1 September 1965 'n pensioenskema in werking gehad het wat sy klerke dek en wat voortgaan om die pensioenskema in werking te hou en daaraan deel te neem, is nie, behoudens die uitsonderings in subklousule (3) van hierdie klousule vermeld, aan hierdie Ooreenkoms onderworpe wat betref sy werknemers wat aan so 'n pensioenskema deelneem nie.
- (3) Die uitsondering wat in subklousule (2) van hierdie klousule vervat is, is nie van toepassing nie—
- as 'n werkgewer se pensioenskema gewysig word op 'n wyse wat, of vervang word deur 'n ander pensioenskema wat, minder gunstige pensioenvoordele vir sy klerke meebring as dié verskaf deur die skema wat op 1 September 1965 bestaan het;
 - op werknemers wat 'n proeftydperk voltooi voordat hulle vir lidmaatskap van die werkgewer se skema in aanmerking kom—
 - in alle gevalle, ten opsigte van 'n tydperk wat die proeftydperk langer as 12 maande is; en
 - in die geval van werknemers wat lede is van die Misa-pensioenfonds wat gestig is ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1253 van 27 Augustus 1965, vanaf die tyd wat hulle by die werkgewer in diens tree totdat die proeftydperk voltooi is."

Namens die partye op hede die 8ste dag van November 1996 te Randburg onderteken.

T. NIEUWOUDT

President van die Raad

M. LOUW

Visie-president van die Raad

B. G. DU PREEZ

Hoofsekretaris van die Raad

No. R. 2131

27 December 1996

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

BUILDING INDUSTRY (TRANSVAAL)

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 1686 of 18 October 1996, with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI

Minister of Labour

No. R. 2131

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWING

BOUNYWERHEID (TRANSVAAL)

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewing No. R. 1686 van 18 Oktober 1996 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI

Minister van Arbeid

No. R. 2129

27 December 1996

LABOUR RELATIONS ACT, 1956

MOTOR TRANSPORT UNDERTAKING (GOODS): RE-ENACTMENT OF A-AGREEMENT

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

- 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 6 January 1997 and for the period ending 30 April 1998, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3 shall be binding, with effect from 6 January 1997 and for the period ending 30 April 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 of the said Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)

A-AGREEMENT

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

Transport and General Workers' Union

African Miners and Allied Workers' Union

and

Transport and Allied Workers' Union

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

being the parties to the Industrial Council for the Motor Transport Undertaking (Goods),

to amend the Agreement published under Government Notice No. R. 2253 of 14 October 1983, as amended, extended, renewed and re-enacted by Government Notices Nos. R. 1131 of 8 June 1984, R. 2788 and R. 2789 of 20 December 1985, R. 578 of 27 March 1986, R. 2266 of 31 October 1986, R. 2638 of 12 December 1986, R. 66 of 9 January 1987, R. 1138 of 29 May 1987, R. 318 of 26 February 1988, R. 1814 of 9 September 1988, R. 254 of 17 February 1989, R. 1240 of 16 June 1989, R. 2880 of 29 December 1989, R. 1037 and R. 1038 of 11 May 1990, R. 1871 of 10 August 1990, R. 404 of 1 March 1991, R. 2283 of 20 September 1991, R. 3134 and R. 3135 of 20 December 1991, R. 3276 and R. 3277 of 4 December 1992, R. 422 of 19 March 1993, R. 2417 of 17 December 1993, R. 199 of 4 February 1994, R. 780 of 22 April 1994, R. 936 of 7 May 1994, R. 2247 of 23 December 1994, R. 389 of 10 March 1995, R. 1991 of 22 December 1995, R. 566 and R. 567 of 6 April 1996, R. 1022 of 21 June 1996, R. 1832 and R. 1834 of 8 November 1996 and R. 1944 of 28 November 1996.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Motor Transport Undertaking (Goods)—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
- (b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which prior to the publication of Government Notice No. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. 556 and 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. 1105 of 26 July 1963 and 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which prior to the publication of Government Notice No. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moedowns 1, Hoffontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in the Agreement published under Government Notice No. R. 2253 of 14 October 1983, as renewed from time to time, and to the employers of such employees.

- (3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
- (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle; and
 - (b) an employer who operates one truck with one driver, and the employees employed by such employer.

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 force for the period ending 30 April 1988 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 8 (6) (b), 16, 18, 20 and 25 of the Agreement published under Government Notice No. R. 2253 of 14 October 1983, as amended and renewed by Government Notices Nos. R. 1131 of 8 June 1984, R. 2788 and R. 2789 of 20 December 1985, R. 578 of 27 March 1986, R. 2266 of 31 October 1986, R. 2638 of 12 December 1986, R. 66 of 9 January 1987, R. 1138 of 29 May 1987, R. 318 of 26 February 1988, R. 1814 of 9 September 1988, R. 254 of 17 February 1989, R. 1240 of 16 June 1989, R. 2880 of 29 December 1989, R. 1037 and R. 1038 of 11 May 1990, R. 1871 of 10 August 1990, R. 404 of 1 March 1991, R. 2283 of 20 September 1991, R. 3134 and R. 3135 of 20 December 1991, R. 3276 and R. 3277 of 4 December 1992, R. 422 of 19 March 1993, R. 2417 of 17 December 1993, R. 199 of 4 February 1994, R. 780 of 22 April 1994, R. 936 of 7 May 1994, R. 2247 of 23 December 1994, R. 389 of 10 March 1995, R. 1991 of 22 December 1995, R. 566 and R. 567 of 6 April 1996 and R. 1834 of 8 November 1996 (hereinafter referred to as the "Former Agreement"), as further extended and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions of clauses 2 to 8 (6) (a), 8 (6) (c) to 15, 17, 19, 21 to 24, 27, 28, 29 and 30 of the Former Agreement, as further extended and amended from time to time, shall apply to employers and employees.

5. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) Substitute the following definition for the definition of "general worker":

"general worker" means an employee who is engaged in one or more of the following duties:

- (a) Opening, closing, nailing up, sewing up, marking, tying, filling or emptying bales, vats, packing cases, boxes, tins, cartons, drums, bags or containers;
- (b) aiding in the loading or unloading of containers;
- (c) throwing over or removing tarpaulins or plastic coverings;
- (d) sealing or opening messages, packages, letters or goods and delivering or transporting them on foot, on a pedal cycle or tricycle or by a hand-operated vehicle;
- (e) carrying, lifting, pulling, pushing, dragging, packing, repacking, stacking, rolling up, shifting, loading, unloading or unpacking any goods, containers, packages or vehicles, wheelbarrows, trolleys or other hand-operated vehicles, other than by using power-driven equipment;
- (f) pasting labels on goods or marking, branding, stamping or stencilling them, or perforating labels;
- (g) parcelling, wrapping or tying goods;
- (h) replacing towels, soap or toilet paper;
- (i) cleaning goods or containers;
- (j) setting up or taking apart ready-made cardboard or fibreboard boxes or similar containers by hand;
- (k) shovelling or scattering stone, gravel, soil, clay, sand or other raw materials with a shovel;
- (l) boring, scraping down or sandpapering by hand;
- (m) guarding motor vehicles, goods or the load on motor vehicles;
- (n) operating a hand-operated crane, hoist, pump, duplicating machine, jack or winch;
- (o) assisting an artisan in ways other than by using the tools of his grade independently;
- (p) washing overalls, uniforms, protective clothing, packing material or blankets;
- (q) working on a motor vehicle, trailer or semi-trailer or accompanying it on trips;
- (r) repairing packing cases, cases, crates or pallets by hand;
- (s) cleaning premises, pallets, vehicles or machinery;
- (t) preparing rations, or making or serving tea or similar beverages for employees, or making or serving tea or other refreshments for the employer or his guests;

- (u) using rubber or other stamps where selection or discretion is not needed;
 - (v) opening or shutting railway trucks or containers;
 - (w) applying paint or anti-rust agents to goods, trailers or semi-trailers by hand;
 - (x) removing, replacing, changing or pumping wheels, tyres or tubes of motor vehicles, front-end loaders, mobile hoists, trailers, semi-trailers, cycles, wheelbarrows, trolleys or other hand-driven vehicles or repairing tubes;
 - (y) any other manual labour not specifically defined in this Agreement.”.
- (2) Insert the following definition after the definition of “security officer, Grade B”:

“**‘security officer, Grade C’** means an employee who receives, issues, moves and controls cash carrying containers between security officers, Grade A and/or B and bank officials and who may be required to carry firearms.”.

6. CLAUSE 4 OF THE FORMER AGREEMENT' WAGES

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

“(1) For the period at least until 28 February 1998, the minimum rate at which wages in respect of ordinary working hours shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

(a) **Weekly wages:**

Grade	Class	Wage
1	General worker, packer/loader	R290,72
2	Security guard (60 hours), motor cycle/motor tricycle driver, light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader	R306,36
3	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop)	R336,26
4	Heavy motor vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse), loader operator, Grade I	R397,90
5	Ultra-heavy motor vehicle driver.....	R458,62
6	Security office, Grade C	R646,65
	Security officer, Grade B	R721,71
	Security officer, Grade A.....	R733,25.”

- (b) **Across-the-board increase:** An employee, other than a security officer, Grade A, B or C, who, prior to 1 January 1997, was in receipt of a wage higher than that prescribed for his class in Government Notice No. R. 567 of 6 April 1996, shall be awarded a wage increase of 13 per cent by his employer. A security officer, Grade A, B or C, who, prior to 1 January 1997, was in receipt of a wage higher than that prescribed for his class in Government Notice No. R. 567 of 6 April 1996, shall be awarded a wage increase of 10 per cent by his employer. If an employee, after being awarded the across-the-board increase, receives a wage less than the minimum prescribed for his Grade, his wage shall be adjusted to the Grade minimum.”.
- (2) Delete subclause (2) and re-number subclause (3) and (4) to read (2) and (3), respectively.
- (3) Delete subclause (5) (a) and re-number subclause (5) (b), (5) (c) and (6) to read (4) (a), (4) (b) and (5), respectively.
- (4) Substitute the following for subclause (5) (b) and (c):
- “(a) Employers who have awarded increases to employees between 1 January 1997 and the effective date of this Agreement shall, where the across-the-board increase prescribed in this Agreement is greater than the increase already awarded to employees, only be required to award employees an increase equal to the difference between the applicable across-the-board increases prescribed in this Agreement and the increases already given. Where increases already granted to employees are greater than the applicable across-the-board increase, no further adjustments are necessary.
- (b) Should any employee's basic wage, after being given an increase in terms of (a) above, fall below the appropriate Grade minimum wage as prescribed in this Agreement, a further adjustment shall be made to bring it in line with the minimum.”.
- (5) Substitute the following for Table A in subclause (6):

TABLE A

Grade	Class	Allowances	
		A	B
		Combined Sick Fund and Holiday Pay Bonus Fund	Leave Pay Fund
1	General worker, packer/loader.....	54c	37c
2	Security guard (60 hours), motor cycle/motor tricycle driver, light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader.....	57c	38c
3	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop).....	63c	42c
4	Heavy motor vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse), loader operator, Grade I.....	74c	50c
5	Ultra-heavy motor vehicle driver.....	85c	58c
6	Security officer, Grade C.....	1,27	81c
	Security officer, Grade B.....	1,34	91c
	Security officer, Grade A.....	1,38	92c

7. CLAUSE 6 OF THE FORMER AGREEMENT: SUBSISTENCE ALLOWANCE

- (1) In subclause (1), substitute the following for paragraphs (a) and (b):

"(a) for each such period of absence, R9,49;

(b) for each of the three daily meals required to be obtained during such absence, R7,27."

- (2) Delete subclause (4).

8. CLAUSE 13 OF THE FORMER AGREEMENT: LEAVE PAY FUND

- (1) In subclause (5), renumber the existing paragraph (c) to read "(e)" and insert the following new paragraphs (c) and (d):

"(c) absent on compassionate leave;

(d) absent on study leave;"

9. CLAUSE 14 OF THE FORMER AGREEMENT: HOLIDAY PAY BONUS FUND

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

"(1) (a) The Holiday Pay Bonus Fund, established by the Council under the provisions of the Agreement published under Government Notice No. R. 41 of 15 January 1971, is hereby continued. Every employer shall pay into the Holiday Pay Bonus Fund by not later than the 20th day of each and every month, in respect of each of the classes of employees employed by him during the preceding month who have completed 21 shifts, an amount equal to $\frac{1}{12}$ th of $4\frac{1}{2}\%$ of the annual equivalent of the minimum wages prescribed for each class of employee in clause 4, as detailed in the following contribution table:

TABLE

Grade	Class	Wage
1	General worker, packer/loader.....	R 56,70
2	Security guard (60 hours), motor cycle/motor tricycle driver, light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader.....	R 59,70
3	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop).....	R 65,60
4	Heavy motor vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse), loader operator, Grade I.....	R 77,60
5	Ultra-heavy motor vehicle driver.....	R 89,40
6	Security officer, Grade C.....	R126,10
	Security officer, Grade B.....	R140,70
	Security officer, Grade A.....	R143,00"

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

"(b) Accrued Holiday Pay Bonus Fund contributions held by the Council on behalf of an employee shall be paid to him on application—

- (i) upon the expiration of four weeks after leaving employment in the Undertaking;
- (ii) while he is employed in the Undertaking, when he proceeds on annual leave, or earlier, at the discretion of the Council."

10. CLAUSE 27 OF THE FORMER AGREEMENT: ANNUAL WAGE NEGOTIATIONS

(1) Substitute the following for clause 27:

"The Council shall annually negotiate substantive issues (excluding definitions and procedural issues) affecting all employees and endeavour to have amendments to the Agreement arising therefrom promulgated to come into operation by not later than 1 March in each succeeding year.

In the event of agreement between the parties to the Council not having been reached by 30 November in any one year, following three consecutive meetings, either party may invoke the disputes procedure as contained in the constitution of the Council."

11. Insert the following new clause 34:**"34. WAGE OFF-SET CLAUSE**

- (1) Where collective agreements between the employers and non-party unions have been concluded prior to the publication of the prohibition clause (Government Notice No. R. 1834 of 8 November 1996) and proof of such agreements has been submitted to this Council's exemptions committee, exemption in respect of the wage increases stipulated in this Agreement shall be granted according to the following, subject to the exemptions committee being satisfied that it is a bona fide agreement. Employers who have awarded increases to their employees will be required to implement the wage increases prescribed in this Agreement only once the period for which increases were awarded expires. Across-the-board increases as provided for in this Agreement shall then be implemented in accordance with the following formula:

$$\frac{A}{14} \times \frac{B}{1}$$

where—

A is the number of months between the end of the period for which 1996 increases were valid and 28 February 1998.

B is the across-the-board increase applicable to a particular category of employees, as provided for in this Agreement.

- (2) Should any employee's basic wage, being given an increase in terms of (1) above, fall below the appropriate Grade minimum wage as prescribed in this Agreement, a further adjustment shall be made to bring it in line with the minimum."

12. Insert the following new clause 35:**"35. STUDY LEAVE**

- (1) Employers shall grant their employees up to a maximum of four days' paid leave per annum as study leave, subject to the following conditions:

- (a) The course is approved by the employer;
- (b) the course is accredited by the Road Transport Industry Education and Training Board;
- (c) an allowance of one day per examination except where two examinations are written on one day, when only one day will be granted;
- (d) the employee must achieve a pass in the examination.

- (2) The employer shall provisionally grant the leave, credit one shift and pay the employee on the next pay day following the writing of the examination.

- (3) Upon receipt of examination results, the employee shall immediately furnish the employer with a copy.

- (4) In the event of an employee having failed an examination, the employer shall be entitled to recover the provisional payment made in terms of subclause (2) above from the employee's wage and deduct shifts previously credited."

13. Insert the following new clause 36:**"36. COMPASSIONATE LEAVE**

- (1) Employers shall grant their employees up to a maximum of four working days' leave per annum on full pay for the following occurrences:

- (a) Death of an immediate family member; and
- (b) serious illness of an immediate family member.

- (2) Satisfactory proof of each occurrence in the form of a death or medical certificate shall be provided to the employer.
- (3) In the event of an employer failing to accept proof of an occurrence, the employee may, on good cause shown, appeal to the Council who shall, after due consideration of all facts relating to such appeal, either uphold or reverse the employer's decision.
- (4) Employees will accrue one shift for each day's leave granted in terms of subclause (1) above."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 3rd day of December 1996.

G. F. VAN NIEKERK

Chairman of the Council

C. E. VAN DER WALT

Member of the Council.

B. S. E. GRATZ

Secretary of the Council

No. R. 2129

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORVERVOERONDERNEMING (GOEDERE): HERBEKRAGTIGING VAN A-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 6 Januarie 1997 en vir die tydperk wat op 30 April 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3 met ingang van 6 Januarie 1997 en vir die tydperk wat op 30 April 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 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)

A-OOREENKOMS

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

Transport and General Workers' Union

African Miners and Allied Workers' Union

en

Transport and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Motorvervoeronderneming (Goedere),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2253 van 14 Oktober 1983, soos gewysig, hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 1131 van 8 Junie 1984, R. 2788 en R. 2789 van 20 Desember 1985, R. 578 van 27 Maart 1986, R. 2266 van 31 Oktober 1986, R. 2638 van 12 Desember 1986, R. 66 van 9 Januarie 1987, R. 1138 van 29 Mei 1987, R. 318 van 26 Februarie 1988, R. 1814 van 9 September 1988, R. 254 van 17 Februarie 1989, R. 1240 van 16 Junie 1989, R. 2880 van 29 Desember 1989, R. 1037 en R. 1038 van 11 Mei 1990, R. 1871 van 10 Augustus

1990, R. 404 van 1 Maart 1991, R. 2283 van 20 September 1991, R. 3134 en R. 3135 van 20 Desember 1991, R. 3276 en R. 3277 van 4 Desember 1992, R. 422 van 19 Maart 1993, R. 2417 van 17 Desember 1993, R. 199 van 4 Februarie 1994, R. 780 van 22 April 1994, R. 936 van 7 Mei 1994, R. 2247 van 23 Desember 1994, R. 389 van 10 Maart 1995, R. 1991 van 22 Desember 1995, R. 566 en R. 567 van 6 April 1996, R. 1022 van 21 Junie 1996, R. 1832 en R. 1834 van 8 November 1996 en R. 1944 van 28 November 1996.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Motorvervoeronderneming (Goedere) nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by genoemde Onderneming betrokke en daarin werksaam is;
- (b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964, binne die landdrosdistrik Heidelberg geval het, en uitgesonderd die gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1996 en 1 Julie 1972 (Goewermentskennisgewings Nos. 498 en 871 van onderskeidelik 1 April 1966 en 26 Mei 1972), binne die landdrosdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennisgewings Nos. 556 en 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het], Krugersdorp [met inbegrip van die gedeeltes wat die landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewings Nos. 1105 en 872 van onderskeidelik 26 Julie 1963 en van 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeelte van die landdrosdistrik Oberholzer wat voor die publikasie van Goewermentskennisgewing No. 1745 van 1 September 1978 binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van die gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpark 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereniging en Westonaria.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf word by die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2253 van 14 Oktober 1983, soos van tyd tot tyd hernieu, en op die werkgewers van sodanige werknemers.

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

- (a) 'n eienaar wat sy eie voertuig dryf en die werknemers wat in verband met 'n voertuig in diens is; en
- (b) 'n werkgewer wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgewer.

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 vir die tydperk eindigende 30 April 1988 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousules 8 (6) (b), 16, 18, 20 en 25 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2253 van 14 Oktober 1983, soos gewysig en hernieu by Goewermentskennisgewings Nos. R. 1131 van 8 Junie 1984, R. 2788 en R. 2789 van 20 Desember 1985, R. 578 van 27 Maart 1986, R. 2266 van 31 Oktober 1986, R. 2638 van 12 Desember 1986, R. 66 van 9 Januarie 1987, R. 1138 van 29 Mei 1987, R. 318 van 26 Februarie 1988, R. 1814 van 9 September 1988, R. 254 van 17 Februarie 1989, R. 1240 van 16 Junie 1989, R. 2880 van 29 Desember 1989, R. 1037 en R. 1038 van 11 Mei 1990, R. 1871 van 10 Augustus 1990, R. 404 van 1 Maart 1991, R. 2283 van 20 September 1991, R. 3134 en R. 3135 van 20 Desember 1991, R. 3276 en R. 3277 van 4 Desember 1992, R. 422 van 19 Maart 1993, R. 2417 van 17 Desember 1993, R. 199 van 4 Februarie 1994, R. 780 van 22 April 1994, R. 936 van 7 Mei 1994, R. 2247 van 23 Desember 1994, R. 389 van 10 Maart 1995, R. 1991 van 22 Desember 1995, R. 566 en R. 567 van 6 April 1996 en R. 1834 van 8 November 1996 (hierna die "Vorige Ooreenkoms" genoem), soos verder verleng en gewysig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 2 tot 8 (6) (a), 8 (6) (c) tot 15, 17, 19, 21 tot 24, 27, 28, 29 en 30 van die Vorige Ooreenkoms soos verder verleng en gewysig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 2 VAN DIE VORIGE OOREENKOMS: WOORDOMSKRYWINGS

(1) Vervang die omskrywing van "algemene werker" deur die volgende omskrywing:

"algemene werker" 'n werknemer wat een of meer van die volgende pligte verrig:

- (a) Bale, vate, pakkaste, kiste, blikke, kartonne, konkas, sakke of houers oopmaak, toemaak, toespyker, toewerk, merk, vasbind, vul of leegmaak;
- (b) hulp verleen met die laai of aflaai van houers;
- (c) boksele of plastiekbedekkings oorgooi of afhaal;
- (d) boodskappe, pakkette, briewe of goedere verseël of oopmaak en dit te voet of per trapfiets, driewiel of handvoertuig aflewer of vervoer;
- (e) Enige goedere, houers, pakkette of voertuie, kruitwaens, trollies of ander handvoertuie, dra, oplaag, trek, stoot, sleep, verpak, herverpak, opstapel, rol, oprol, verskuif, laai, aflaai of uitpak, uitgesonderd deur die gebruik van kraguitrusting;
- (f) etikette op goedere plak of dit merk, van 'n handelsmerk voorsien, stempel of sjabloneer, of etikette perforeer;
- (g) goedere in pakkies opmaak, toedraai of vasbind;
- (h) handdoeke, seep of toiletpapier vervang;
- (i) goedere of houers skoonmaak;
- (j) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opslaan of uitmekaar haal;
- (k) klip, gruis, grond, klei, sand of ander grondstowwe met 'n skopgraaf skep of strooi;
- (l) met die hand boor, afkrap of skuur;
- (m) motorvoertuie, goedere of vrag op motorvoertuie oppas;
- (n) 'n handkraan, -hyser, -pomp, -afrolmasjien, -dromkrag of -windas bedien;
- (o) 'n ambagsman bystaan op 'n ander wyse as deur die gereedskap van sy vak selfstandig te gebruik;
- (p) oorpakke, uniforms, beskermende klere, verpakkingsmateriaal of komberse was;
- (q) op 'n motorvoertuig, sleepwa of leunwa werk of saamry op sy ritte;
- (r) pakkaste, kiste, kratte of palette met die hand herstel;
- (s) persele, palette, voertuie of masjinerie skoonmaak;
- (t) rantsoene voorberei of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak of aan hulle bedien;
- (u) rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie;
- (v) spoorwegwaens of houers oop- of toemaak;
- (w) verf of roesweermiddels met die hand aanbring aan goedere, sleepwaens of leunwaens;
- (x) wiele of buite- of binnebande van motorvoertuie, laaigrawe, mobiele hystoestelle, sleepwaens, leunwaens, fietse, kruitwaens, trollies of ander handvoertuie afhaal, terugsit, omruil of oppomp, of binnebande herstel;
- (y) enige ander handarbeid nie spesifiek in hierdie Ooreenkoms omskryf nie."

(2) Voeg die volgende omskrywing in na die omskrywing van "veiligheidsbeampte, graad B":

"veiligheidsbeampte, graad C" 'n werknemer wat betrokke is by die ontvangs, uitgee, verskuiwing en beheer van kontanhouers tussen veiligheidsbeamptes, graad A en/of B en bankamptenare en van wie vereis kan word om vuurwapens te dra."

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS: LONE

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

"(1) Vir die tydperk tot minstens 28 Februarie 1998 moet 'n werkgewer ten opsigte van gewone werkure die volgende minimum lone aan elke lid van ondergenoemde klasse van sy werknemers betaal:

(a) **Weekloon:**

Graad	Klas	Loon
1	Algemene werker, verpakker/laaier	R290,72
2	Sekuriteitswag (60 uur), motorfiets- motordriewieldrywer, drywer van 'n ligte motorvoertuig, herstelwinkelassistent, nasiener, bediener van 'n boksraan graad II, bediener van 'n mobiele hystoestel graad II, spanleier	R306,36
3	Drywer van 'n mediummotorvoertuig bediener van boksraan graad I, bediener van 'n laaigraaf graad II, bediener van 'n mobiele hystoestel of 'n vrkhywa graad I, magasynman (werkswinkel)	R336,26

Graad	Klas	Loon
4	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I	R397,90
5	Drywer van 'n ultraswaar motorvoertuig	R458,62
6	Veiligheidsbeampte, graad C	R646,65
	Veiligheidsbeampte, graad B	R721,71
	Veiligheidsbeampte, graad A	R733,25."

- (b) **Algemene verhoging:** Aan 'n werknemer, uitgesonderd 'n veiligheidsbeampte, graad A, B of C, wat voor 1 Januarie 1997 'n hoër loon ontvang het as die loon in Goewermentskennissgewing No. R. 567 van 6 April 1996 vir sy klas voorgeskryf, moet 'n loonverhoging van 13 persent deur sy werkgever toegeken word. Aan 'n veiligheidsbeampte, graad A, B of C, wat voor 1 Januarie 1997 'n hoër loon ontvang het as die loon in Goewermentskennissgewing No. R. 567 van 6 April 1996 vir sy klas voorgeskryf, moet 'n loonverhoging van 10 persent deur sy werkgever toegeken word. Sou 'n werknemer, nadat die algemene verhoging aan hom toegeken is, 'n loon ontvang wat minder as die minimum voorgeskrewe loon vir sy graad is, moet sy loon by die graadminimum aangepas word."
- (2) Skrap subklousule (2) en hernommer subklousules (3) en (4) sodat dit onderskeidelik (2) en (3) lui.
- (3) Skrap subklousule (5) (a) en hernommer subklousules (5) (b), (5) (c) en (6) sodat dit onderskeidelik (4) (a), (4) (b) en (5) lui.
- (4) Vervang subklousule (5) (b) en (c) deur die volgende:
- "(a) Werkgewers wat tussen 1 Januarie 1997 en die datum van inwerkingtreding van hierdie Ooreenkoms aan werknemers verhogings toegeken het, sal, waar die algemene verhoging wat in hierdie Ooreenkoms voorgeskryf word, groter is as die verhoging wat alreeds aan werknemers toegeken is, slegs verplig wees om 'n verhoging toe te ken wat gelykstaande is met die verskil tussen die toepaslike algemene verhogings voorgeskryf in hierdie Ooreenkoms en die verhogings alreeds toegeken. Waar verhogings wat alreeds aan werknemers toegeken is, groter is as die toepaslike algemene verhoging is, is geen verdere aanpassings nodig nie.
- (b) Sou 'n werknemer se basiese loon, na 'n verhoging ingevolge (a) hierbo, minder wees as die toepaslike graadminimumloon soos voorgeskryf in hierdie Ooreenkoms, moet 'n verdere aanpassing gemaak word om dit met die minimum loon in ooreenstemming te bring."
- (5) Vervang Tabel A in subklousule (6) deur die volgende:

TABEL A

Graad	Klas	Toelaes	
		A	B
		Gesamentlike Siektefonds en Vakansie-soldybonus-fonds	Verlof-soldy-fonds
1	Algemene werker, verpakker/laaier	54c	37c
2	Sekuriteitswag (60 uur), motorfiets- motordriewieldrywers, drywer van 'n ligte motorvoertuig, herstelwinkelassistent, nasiener, bediener van 'n bokkraan graad II, bediener van 'n mobiele hystoestel graad II, spanleier	57c	38c
3	Drywer van 'n medium motorvoertuig, bediener van 'n bokkraan graad I, bediener van 'n laaigraaf graad II, bediener van 'n mobiele hystoestel of 'n vorkhefswa graad I, magasynman (werkswinkel)	63c	42c
4	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig, versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I	74c	50c
5	Drywer van 'n ultra-swaar motorvoertuig	85c	58c
6	Veiligheidsbeampte graad C	1,27	81c
	Veiligheidsbeampte graad B	1,34	91c
	Veiligheidsbeampte graad A	1,38	92c

7. KLOUSULE 6 VAN DIE VORIGE OOREENKOMS: VERBLYFTOELAE

- (1) In subklousule (1), vervang paragrawe (a) en (b) deur die volgende:
- "(a) vir elke sodanige tydperk van afwesigheid, R9,49;
- (b) vir elk van die drie daaglikse maaltye wat bekom moet word tydens sodanige afwesigheid, R7,27."
- (2) Skrap subklousule (4).

8. KLOUSULE 13 VAN DIE VORIGE OOREENKOMS: VERLOFSOLDYFONDS

(1) In subklousule (5) hernommer die bestaande paragraaf (c) sodat dit (e) lui en voeg die volgende nuwe paragrawe (c) en (d) in:

- “(c) afwesigheid met deernisverlof;
(d) afwesigheid met studieverlof.”

9. KLOUSULE 14 VAN DIE VORIGE OOREENKOMS: VAKANSIESOLDYBONUSFONDS

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

- “(1) (a) Die Vakansiesoldybonusfonds deur die Raad ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 41 van 15 Januarie 1971, word hierby voortgesit. Elke werkgewer moet voor of op die 20ste dag van elke maand ten opsigte van elk van die klasse werknemers wat gedurende die voorafgaande maand by hom in diens was en 21 skofte voltooi het, 'n bedrag in die Vakansiesoldybonusfonds inbetaal wat gelykstaande is met $\frac{1}{12}$ van $4\frac{1}{2}\%$ van die jaarlikse ekwivalent van die minimum lone in klousule 4 ten opsigte van elke klas werknemer voorgeskryf, soos uiteengesit in die onderstaande bydraetabel:

TABEL

Graad	Klas	Loon
1	Algemene werker, verpakker/laaier.....	R 56,70
2	Sekuriteitswag (60 uur), motorfiets/motordriewiel-drywer, drywer van 'n ligte motorvoertuig, herstelwinkelassistent, nasiener, bediener van 'n bakkraan graad II, bediener van 'n mobiele hystoestel Graad II, spanleier	R 59,70
3	Drywer van 'n medium motorvoertuig, bediener van 'n bakkraan graad I, bediener van 'n laaigraaf graad II, bediener van 'n mobiele hystoestel of 'n vurkhywa graad I, magasynman (werkswinkel)	R 65,60
4	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig, versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I ...	R 77,60
5	Drywer van 'n ultraswaar motorvoertuig	R 89,40
6	Veiligheidsbeampte graad C	R126,10
	Veiligheidsbeampte graad B	R140,70
	Veiligheidsbeampte graad A	R143,00”.

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

- “(b) Opgelope Vakansiesoldybonusfondsbydraes wat namens 'n werknemer deur die Raad gehou word, moet op aansoek aan hom betaal word—
(i) na die verstryking van vier weke na beëindiging van diens in die Onderneming;
(ii) terwyl hy in die Onderneming werksaam is, wanneer hy met jaarlikse verlof gaan, of vroeër, na goeddunke van die Raad.”

10. KLOUSULE 27 VAN DIE VORIGE OOREENKOMS: JAARLIKSE LOONONDERHANDELINGS

(1) Vervang klousule 27 deur die volgende:

“Die Raad moet jaarliks onderhandel oor substantiewe aangeleenthede (uitgesonderd omskrywings en prosedure-aangeleenthede) wat alle werknemers raak, en moet poog om wysigings aan die Ooreenkoms wat daaruit voortspruit, te laat afkondig sodat dit nie later as 1 Maart in elke daaropvolgende jaar in werking tree.

Sou dit gebeur dat die partye by die Raad nie teen 30 November in 'n bepaalde jaar, na drie agtereenvolgende vergaderings, tot 'n vergelyk kon kom nie, kan enige party hom beroep op die geskilprosedure soos vervat in die konstitusie van die Raad.”

11. Voeg die volgende nuwe klousule 34 in:

“34. LOONVERREKENINGSKLOUSULE

- (1) Waar 'n gesamentlike ooreenkoms tussen werkgewers en vakverenigings wat nie 'n party by die Raad is nie, voor die publikasie van die verbodsklousule (Goewermentskennisgewing No. R. 1834 van 8 November 1996) aangegaan is, en nadat bewys van sodanige ooreenkoms aan die Raad se vrystellingskomitee gelewer is, word vrystelling ten opsigte van die loonverhogings wat in hierdie Ooreenkoms vasgestel word, toegestaan onderhewig daaraan dat die vrystellingskomitee hulleself vergewis het dat die ooreenkoms 'n *bona fide*-ooreenkoms is. Daar sal van werkgewers wat aan werknemers verhogings gegee het, verwag word om die loonverhogings wat in hierdie Ooreenkoms voorgeskryf word, te implementeer eers wanneer die tydperk waarvoor die verhogings toegestaan is, verval het. Algemene verhogings soos in hierdie Ooreenkoms bepaal, moet dan in werking tree, ooreenkomstig die volgende formule:

$$\frac{A}{14} \times \frac{B}{1}$$

waar—

A die aantal maande tussen die einde van die tydperk waarvoor die 1996-verhogings van toepassing was en 28 Februarie 1998 is.

B die algemene verhoging is wat op werknemers in 'n bepaalde kategorie van toepassing is, soos in hierdie Ooreenkoms bepaal.

- (2) Sou enige werknemer se basiese loon na die verhoging ingevolge (1) hierbo laer wees as die toepaslike graad-minimumloon soos in hierdie Ooreenkoms voorgeskryf, moet 'n verdere wysiging aangebring word om dit in ooreenstemming met die minimum te bring.”.

12. Voeg die volgende nuwe klousule 35 in:

“35. STUDIEVERLOF

- (1) Werkgewers moet aan hulle werknemers tot 'n maksimum van vier dae betaalde verlof per jaar as studieverlof toestaan, onderhewig aan die volgende voorwaardes:
- (a) Dat die kursus deur die werkgever goedgekeur is;
 - (b) dat die kursus deur die Opleidingsraad vir die Padvervoerbedryf geakkrediteer is;
 - (c) dat verlof van een dag per vraestel toegestaan word, uitgesonderd waar twee vraestelle op een dag geskryf word, wanneer slegs een dag toegestaan sal word;
 - (d) dat die werknemer die eksamen slaag.
- (2) Die werkgever moet die verlof voorlopig goedkeur, een skof krediteer en die werknemer betaal op die volgende betaaldag wat volg na die skryf van die eksamen.
- (3) By ontvangs van die eksamenuitslae moet die werknemer die werkgever onverwyld van 'n afskrif daarvan voorsien.
- (4) In die geval waar 'n werknemer nie die eksamen geslaag het nie, is die werkgever daarop geregtig om die voorlopige betaling, soos gemaak ingevolge subklousule 2, van die werknemer se loon te verhaal en om skofte af te trek wat voorheen gekrediteer was.”.

13. Voeg die volgende nuwe klousule 36 in:

“36. DEERNISVERLOF

- (1) Werkgewers moet aan hulle werknemers tot 'n maksimum van vier werkdagse verlof per jaar met volle betaling toestaan in die volgende gevalle:
- (a) Dood van 'n naaste familielid; en
 - (b) ernstige siekte van 'n naaste familielid.
- (2) Bewys van elke geval in die vorm van 'n doods- of mediese sertifikaat tot tevredenheid van die werkgever moet aan die werkgever voorgelê word.
- (3) In die geval waar 'n werkgever versuim om die bewys van 'n geval te aanvaar, mag die werknemer, indien grondige redes bestaan, appél aanteken by die Raad, wat, na oorweging van alle feite wat op sodanige appél betrekking het, die werkgever se besluit kan handhaaf of ter syde stel.
- (4) Werknemers sal gekrediteer word met een skof vir elke dag se verlof toegestaan ingevolge subklousule (1) hierbo.”.

Namens die partye by die Raad op hede die 3de dag van Desember 1996 te Johannesburg onderteken.

G. F. VAN NIEKERK

Voorster van die Raad

C. E. VAN DER WALT

Lid van die Raad

B. S. E. GRATZ

Sekretaris van die Raad

No. R. 2123

27 December 1996

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL: AMENDMENT OF MAIN 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 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 clauses 1 (1) (a) and 4, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 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 of the Amending Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)****AGREEMENT**

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

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

being the parties to the Industrial Council for the Clothing Industry (Transvaal),

to amend the Main Agreement published under Government Notice No. R. 3149 of 24 December 1991, as renewed and amended by Government Notices, Nos. R. 1861 of 3 July 1992, R. 3108 of 13 November 1992, R. 3261 of 24 December 1993, R. 1231 of 9 July 1993, R. 2309 of 3 December 1993, R. 1161 of 1 July 1994, R. 1682 of 30 September 1994, R. 233 of 17 February 1995, R. 885 of 15 June 1995, R. 1437 of 22 September 1995, R. 1941 of 22 December 1995, R. 104 of 26 January 1996, R. 1461 of 6 September 1996 and R. 1980 of 6 December 1996.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in that industry;
 - (b) in the Province of the Transvaal, as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

2. CLAUSE 4: WAGES

- (1) Substitute the following for subclause (1):
 - (1) Subject to the provisions of subclauses (2) (a), (2) (b), (3), (5) and (6) of this clause, not less than the following weekly minimum wages shall be paid to the undermentioned categories of employees from the first pay day after the coming into operation of this Agreement and on each pay day thereafter: Provided that learners whose increased experience as at 30 June 1996 entitles them to a higher wage in terms of the table below shall be paid the increased wage from the first pay day after the coming into operation of this Agreement and on each pay day thereafter:

PRESCRIBED WEEKLY WAGE SCALES FOR CLOTHING WORKERS (TVL) FROM THE PERIOD 1 JULY 1996 TO 30 JUNE 1997

Category	Description of occupation	Qualified	9th ½ year experience	8th ½ year experience	7th ½ year experience	6th ½ year experience	5th ½ year experience	4th ½ year experience	3th ½ year experience	2nd ½ year experience	1st ½ year experience
		R	R	R	R	R	R	R	R	R	R
A	Pattern maker and/or grader	576,10	Q	Q	Q	514,60	453,20	391,60	330,20	268,70	207,20
B	Marker-in	477,80	Q	Q	Q	432,70	387,60	342,50	297,40	252,30	207,20
C	Mechanic	466,00	437,20	408,50	379,70	350,90	322,30	293,40	264,70	235,90	207,20
D	Chopper out, cutter and/or re-cutter, negative maker, screen maker (engraver), screen printer, sample cutter	346,90	Q	Q	Q	Q	Q	312,00	277,00	242,10	207,20
E	Sewing machinist, finisher, operator of a linking, overlocking and/or sewing machine, invisible mender, embroiderer, embroidery machinist (other than embroidery machine minder), fagotter, beader and/or pleater by hand, baster, shaper, fitter up, checker, presser of garments, assistant screen maker (engraver), assistant screen printer, dark-room assistant, mixing and filtering operator, oven and curing operator, screen controller, screen preparer, squeegee preparer and dispatch packer	300,00	Q	Q	Q	Q	Q	276,80	253,60	230,40	207,20
F1	Machinist promoted to assistant supervisor	356,40							337,60	318,80	300,00
F	Assistant supervisor (other than a machinist promoted to assistant supervisor), dispatch/factory clerk, storeman	356,40	Q	Q	Q	Q	Q	319,00	281,80	244,50	207,20
G1	Other pressers not provided for elsewhere, underpresser, presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and hand-made pleats, machine belt fixer, maintenance assistant, layer-up, plain sewer, operator of a button covering, zip tacking and/or pleating machine, an employee engaged on the trubenizing of collars and/or clicker and shaper by template, general worker, applique cutter, tracer and/or marker and/or framer, pleater, embroidery machine minder	245,60	Q	Q	Q	Q	Q	236,00	226,40	216,80	207,20
G2	All employees classified in G1 who were qualified as at 1987-12-31 other than general worker, applique cutter, tracer and/or marker and/or framer	249,30									
H1	Foreman	786,10									
H2	Supervisor, assistant foreman, head cutter	428,90									
H3	Artisan	896,60									
H4	Labourer, scooter driver and/or boiler attendant	275,80									
H5	Watchman	319,70									
H6	Driver (light motor vehicle)	315,30									
H7	Driver (heavy motor vehicle)	336,20									
E1	Sample machinist	345,00									

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

"(b) Notwithstanding the provisions of subclause (1) of this clause, an employee, other than a learner, who on 30 June 1996 was entitled to a weekly wage in excess of the wage reflected in column 1 below for that employee's category of work, shall be entitled to receive from his employer the increase reflected in column 2 below on the first pay day after the coming into operation of this Agreement and on each pay day thereafter:

Category	Column 1 R	Column 2 R
A	531,00	45,10
B	440,40	37,40
C	429,50	36,50
D	319,75	27,15
E	276,50	23,50
F	328,50	27,90
G1	226,45	19,15
G2	229,80	19,50
H1	724,55	61,55
H2	395,35	33,55
H3	826,40	70,20
H4	254,25	21,55
H5	294,70	25,00
H6	290,60	24,70
H7	309,95	26,25
Sample machinist	318,00	27,00".

3. CLAUSE 7: PAYMENT OF AMOUNTS DUE TO EMPLOYEES

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

"(6) (a) Each employee must be paid an annual bonus on the day of his employer's annual closure in December of each year equivalent to 1,0% in respect of the period up to 30 June 1996 and 1,5% in respect of the period from 1 July 1996, of his total actual annual basic prescribed wage calculated from 1 January to 31 December and earned with the employer by whom he is employed.

(b) The bonus is inclusive of and not additional to any bonus paid by an employer and a shop steward may not be prejudiced in respect of annual bonus earnings for time off authorised by his employer, in attending to union business."

4. NEW CLAUSE 29

Insert the following new clause 29:

"29. EMPLOYERS' ORGANISATION FEES

Every member of the employers' organisation shall forward all membership fees to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the payments fall due. The Secretary of the Council shall within 15 days forward such payments to the Executive Director of the TCMA, together with an analysis of the amounts as received from the members, after withholding a collection fee as determined and agreed upon from time to time by the parties to the Council."

Signed at Johannesburg this 7th day of November 1996.

W. ARON

Chairman

N. RATSHIDI

Vice-Chairman

A. MARGOLIS

Secretary

No. R. 2123

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL: WYSIGING VAN HOOFOOREENKOMS

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 (hierna genoem die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 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 Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 4, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 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 gebied in klousule 1 van Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

HOOFOOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal),

tot wysiging van die Hoofooreenkoms, soos gepubliseer by Goewermentskennisgewing No. R. 3149 van 24 Desember 1991, soos hernieu en gewysig by Goewermentskennisgewings Nos. R.1861 van 3 Julie 1992, R. 3108 van 13 November 1992, R. 3261 van 24 Desember 1993, R. 1231 van 9 Julie 1993, R. 2309 van 3 Desember 1993, R. 1161 van 1 Julie 1994, R. 1682 van 30 September 1994, R. 233 van 17 Februarie 1995, R. 885 van 15 Junie 1995 en R. 1437 van 22 September 1995, R. 1941 van 22 Desember 1995, R. 104 van 26 Januarie 1996, R. 1461 van 6 September 1996 en R. 1980 van 6 Desember 1996.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in dié Nywerheid werksaam is;
- (b) in die provinsie Transvaal, soos dit bestaan het voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993).

2. KLOUSULE 4: LONE

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

- (1) Behoudens subklousules (2) (a), (2) (b), (3), (5) en (6) van die klousule is minstens die volgende weeklikse minimum lone betaalbaar aan die volgende kategorieë werknemers vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna: Met dien verstande dat leerlinge wie se verhoogde ondervinding soos op 30 Junie 1996 hulle geregtig maak op 'n hoër loon ingevolge die tabel hieronder, die verhoogde loon betaal word vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna:

VOORGESKREWE LOONSKALE VIR KLERASIEWERKERS (TVL.) VANAF DIE DATUM VAN INWERKINGTREDING VAN DIE OOREENKOMS TOT 30 JUNIE 1997

Kategorie	Beskrywing van beroep	Gekwalifiseerd	9de ½ jaar onder- vinding	8ste ½ jaar onder- vinding	7de ½ jaar onder- vinding	6de ½ jaar onder- vinding	5de ½ jaar onder- vinding	4de ½ jaar onder- vinding	3de ½ jaar onder- vinding	2de ½ jaar onder- vinding	1ste ½ jaar onder- vinding
		R	R	R	R	R	R	R	R	R	R
A	Patroonmaker en/of gradeerder	576,10	Q	Q	Q	514,60	453,20	391,60	330,20	268,70	207,20
B	Afmerker	477,80	Q	Q	Q	432,70	387,60	342,50	297,40	252,30	207,20
C	Werktuigkundige	466,00	437,20	408,50	379,70	350,70	322,30	293,40	264,70	235,90	207,20
D	Uitsnyer, snyer en/of hersnyer, negatiefmaker, skermmaker (graveerder), skermdrukter, monstersnyer	346,90	Q	Q	Q	Q	Q	312,00	277,00	242,10	207,20
E	Naaimasjienwerker, afwerker, operateur van 'n ketelmasjien, omsluitsteekmasjien en/of naaimasjien, fynstopper, borduurder, borduur-masjienwerker (behalwe 'n borduurmasjienbediener), sierlaswerker, kraleaanwerker en/of handplooier, ryger, fatsoeneerder, saampasser, nasiener, parser van kledingstukke, assistentskermmaker (graveerder), assistentskermdrukter, donkerkamerassistent, meng- en filtreerbediener, oond- en droogmaakbediener, skermkontroleur, skermbereider, aanstrykerbereider en versendingsverpakker	300,00	Q	Q	Q	Q	Q	276,80	253,60	230,40	207,20
F1	Masjienwerker wat bevorder is tot assistenttoesighouer	356,40							337,60	318,80	300,00
F	Assistenttoesighouer (behalwe 'n masjienwerker wat bevorder is tot assistenttoesighouer, versendingsklerk, fabrieksklerk, magasinman	356,40	Q	Q	Q	Q	Q	319,00	281,80	244,50	207,20
G1	Ander parsers nie elders vermeld nie, voorparser, parser van hemde, dasse, pajamas en ander nagklere, hoede, pette onderklere, breidrag, voorskote, oorpakke en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooië, masjienbedryfbandhegter, onderhoudsassistent, laagoplêer, gewone naaldwerker, bediener van 'n knoopoortrekmasjien, ritsluitmasjien en/of plooiemasjien, werknemer betrokke by die trubenisering van boordjies en/of perssnyer en fatsoeneerder met patroonplaat, algemene werker, appliekknipper, natrekker en/of merker en/of ramer, plooiwerker, borduurmasjienbediener	245,60	Q	Q	Q	Q	Q	236,00	226,40	216,80	207,20
G2	Alle werknemers gekwalifiseer as G1 wat op 1987-12-31 gekwalifiseerd was, behalwe algemene werker, appliekknipper, natrekker en/of merker en/of ramer	249,30									
H1	Voorman	786,10									
H2	Toesighouer, assistentvoorman, hoofsnier	428,90									
H3	Ambagsman	896,60									
H4	Arbeider, bromponiedrywer en/of keteltoesighouer	275,80									
H5	Wag	319,70									
H6	Drywer van 'n ligte motorvoertuig	315,30									
H7	Drywer van 'n swaar motorvoertuig	336,20									
E1	Monstermasjienwerker	345,00									

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

“(b) Ondanks subklousule (1) is ’n werknemer uitgesonderd ’n leerling, wat op 30 Junie 1996 geregtig was op ’n weekloon wat hoër is as die loon aangegee in kolom 1 hieronder vir daardie werknemer se kategorie werk, daarop geregtig om van sy werkgever die verhoging soos aangetoon in kolom 2 hieronder te ontvang op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna:

Kategorie	Kolom 1	Kolom 2
	R	R
A	531,00	45,10
B	440,40	37,40
C	429,50	36,50
D	319,75	27,15
E	276,50	23,50
F	328,50	27,90
G1	226,45	19,15
G2	229,80	19,50
H1	724,55	61,55
H2	395,35	33,55
H3	826,40	70,20
H4	254,25	21,55
H5	294,70	25,00
H6	290,60	24,70
H7	309,95	26,25
Monstermasjienwerker	318,00	27,00”.

3. KLOUSULE 7: BETALING VAN BEDRAE AAN WERKNEMERS VERSKULDIG

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

“(6) (a) Elke werknemer moet op die dag van sy werkgever se jaarlikse sluiting in Desember van elke jaar, ’n jaarlikse bonus betaal word gelyk aan 1,0% ten opsigte van die tydperk vanaf 30 Junie 1996 en 1,5% ten opsigte van die tydperk vanaf 1 Julie 1996, van sy totale werklike jaarlikse basiese voorgeskrewe loon, bereken vanaf 1 Januarie tot 31 Desember en verdien by die werkgever by wie hy in diens is.

(b) Die bonus word inbegryp by, en is nie bykomend nie by, ’n jaarlikse bonus betaal deur ’n werkgever en ’n werkplekverteenvoerder mag nie benadeel word ten opsigte van jaarlikse bonusverdiens tes vir tyd af wat deur sy werkgever gemagtig is vir die doeleindes van vakverenigingangeleenthede nie.”.

4. NUWE KLOUSULE 29

Voeg die volgende nuwe klousule 29 in:

“29. WERKGEWERSORGANISASIEGELDE

Elke lid van die werkgewersorganisasie moet alle lidmaatskapgelde aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, betaal binne sewe dae na die einde van die week waarin die betalings betaalbaar word. Die Sekretaris van die Raad moet binne 15 dae sodanige betalings aan die Uitvoerende Direkteur van die TCMA oorbetal, tesame met ’n uiteensetting van die bedrae soos van lede ontvang, na die terughouding van ’n invorderingsbedrag soos van tyd tot tyd bepaal en waarvoor ooreengekom is.”.

Op hede die 7de dag van November 1996 te Johannesburg onderteken.

W. ARON

Voorsitter

N. RATSHIDI

Ondervoorsitter

A. MARGOLIS

Sekretaris

No. R. 2130

27 December 1996

LABOUR RELATIONS ACT, 1956

MOTOR TRANSPORT UNDERTAKING (GOODS): RE-ENACTMENT OF B-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 6 January 1997 and for the period ending 30 April 1998, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 3, 15 and 16 shall be binding, with effect from 6 January 1997 and for the period ending 30 April 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 of the said Agreement.

T. T. MBOWENI**Minister of Labour****SCHEDULE****INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)****B-AGREEMENT**

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)**South African Transport Workers' Union****Professional Transport Workers' Union of South Africa****Transport and General Workers' Union****African Miners' and Allied Workers' Union**

and

Transport and Allied Workers' Union

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

being the parties to the Industrial Council for the Motor Transport Undertaking (Goods),

to amend the Agreement published under Government Notice No. R. 2253 of 14 October 1983, as amended, renewed and re-enacted by Government Notices Nos. R. 1131 of 8 June 1984, R. 2788 and R. 2789 of 20 December 1985, R. 578 of 27 March 1986, R. 2266 of 31 October 1986, R. 2638 of 12 December 1986, R. 66 of 9 January 1987, R. 1138 of 29 May 1987, R. 318 of 26 February 1988, R. 1814 of 9 September 1988, R. 254 of 17 February 1989, R. 1240 of 16 June 1989, R. 2880 of 29 December 1989, R. 1037 and R. 1038 of 11 May 1990, R. 1871 of 10 August 1990, R. 404 of 1 March 1991, R. 2283 of 20 September 1991, R. 3134 and R. 3135 of 20 December 1991, R. 3276 and R. 3277 of 4 December 1992, R. 422 of 19 March 1993, R. 2417 of 17 December 1993, R. 199 of 4 February 1994, R. 780 of 22 April 1994, R. 936 of 7 May 1994, R. 2247 of 23 December 1994, R. 389 of 10 March 1995, R. 1991 of 22 December 1995, R. 566 and R. 567 of 6 April 1996, R. 1022 of 21 June 1996 and R. 1832 and R. 1834 of 8 November 1996.

1. SCOPE OF APPLICATION

(1) **Area:** The Republic of South Africa, as it existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and excluding the following Magisterial Districts: Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which prior to the publication of Government Notice No. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. 556 and 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. 1105 of 26 July 1963 and 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding

that portion which, prior to the publication of Government Notice No. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in the Agreement published under Government Notice No. R. 2253 of 14 October 1983, as renewed from time to time, and to the employers of such employees.

(3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—

- (a) an employer while he is a new employer as defined in subclause (2);
- (b) a small employer as defined in subclause (2).

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 force for the period ending 30 April 1998 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 1A, 24, 29 and 30 (4) of the Agreement published under Government Notice No. R. 1832 of 8 November 1996 (hereinafter referred to as the "Former Agreement", as further extended and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions of clauses 2 to 23, 25 to 28 and 30 (1) to 30 (3) of the Former Agreement, as further extended and amended from time to time, shall apply to employers and employees.

5. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

(1) Substitute the following definition for the definition of "general worker":

"**'general worker'** means an employee who is engaged in one or more of the following duties:

- (a) Opening, closing, nailing up, sewing up, marking, tying, filling or emptying bales, vats, packing cases, boxes, tins, cartons, drums, bags or containers;
- (b) aiding in the loading or unloading of containers;
- (c) throwing over or removing tarpaulins or plastic coverings;
- (d) sealing or opening messages, packages, letters or goods and delivering or transporting them on foot, on a pedal cycle or tricycle or by a hand-operated vehicle;
- (e) carrying, lifting, pulling, pushing, dragging, packing, repacking, stacking, rolling up, shifting, loading, unloading or unpacking any goods, containers, packages or vehicles, wheelbarrows, trolleys or other hand-operated vehicles, other than by using power-driven equipment;
- (f) pasting labels on goods or marking, branding, stamping or stencilling them, or perforating labels;
- (g) parcelling, wrapping or tying goods;
- (h) replacing towels, soap or toilet paper;
- (i) cleaning goods or containers;
- (j) setting up or taking apart ready-made cardboard or fibreboard boxes or similar containers by hand;
- (k) shovelling or scattering stone, gravel, soil, clay, sand or other raw materials with a shovel;
- (l) boring, scraping down or sandpapering by hand;
- (m) guarding motor vehicles, goods or the load on motor vehicles;
- (n) operating a hand-operated crane, hoist, pump, duplicating machine, jack or winch;
- (o) assisting an artisan in ways other than by using the tools of his trade independently;
- (p) washing overalls, uniforms, protective clothing, packing material or blankets;
- (q) working on a motor vehicle, trailer or semi-trailer or accompanying it on trips;
- (r) repairing packing cases, cases, crates or pallets by hand;
- (s) cleaning premises, pallets, vehicles or machinery;
- (t) preparing rations, or making or serving tea or similar beverages for employees, or making or serving tea or other refreshments for the employer or his guests;
- (u) using rubber or other stamps where selection or discretion is not needed;
- (v) opening or shutting railway trucks or containers;
- (w) applying paint or anti-rust agents to goods, trailers or semi-trailers by hand;
- (x) removing, replacing, changing or pumping wheels, tyres or tubes of motor vehicles, front-end loaders, mobile hoists, trailers, semi-trailers, cycles, wheelbarrows, trolleys or other hand-driven vehicles, or repairing tubes;
- (y) any other manual labour not specifically defined in this Agreement."

(2) Insert the following definition after the definition of "security officer, Grade B":

"**security officer, Grade C** means an employee who receives, issues, moves and controls cash carrying containers between security officers, Grade A and/or B and bank officials and who may be required to carry firearms."

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

Substitute the following for subclause (1):

"(1) **Minimum wages:** (a) For the period at least until 28 February 1998 the minimum wages that an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d) hereunder: Provided that if a employer, as defined in clause 1 (2), has been engaged in the Undertaking for more than 12 months but not more than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during such period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(b)

Grade	Class	AREA A	AREA B	AREA C
		In the Magisterial Districts of Bellville, Boksburg, Brakpan, Chatsworth, Durban, Goodwood, Inanda, Kempton Park, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Sasolburg, Simonstown, Somerset West, Stellenbosch, Strand, The Cape, Wellington, Wonderboom and Wynberg	In the Magisterial Districts of Bloemfontein, Brits, Bronkhorstspuit, Camperdown, Cullinan, East London, Heidelberg (Tvl), Hennenman, Kimberley, Klerksdorp, Middelburg (Tvl), Pietermaritzburg, Potchefstroom, Wesselsbron, Witbank, Albany, Balfour, Bethal, Bethlehem, Ermelo, George, Gordonias, Harrismith, Highveld Ridge, Port Elizabeth, Klip River, Knysna, Kroonstad, Lichtenburg, Lower Umfolozi, Malmesbury, Moorreesburg, Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Uitenhage, Umzinto, Vryburg, White River, Worcester and all other magisterial districts not specified in Area A, clause (1) (b) and Area C	In the Magisterial Districts of Hennenman, Odendaalsrust, Virginia and Welkom until 30 June 1997, whereafter these districts will be incorporated in Area B whose wage will then be applicable
		Weekly wage	Weekly wage	Weekly wage
1	General worker, packer/loader.....	217,58	188,60	175,26
2	Security guard (60 hours), motor cycle/motor tricycle driver, light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader.....	266,34	233,76	216,20
3	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop)	334,42	303,14	281,52
4	Heavy motor vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse), loader operator, Grade I.....	392,84	329,82	306,36
5	Ultra-heavy motor vehicle driver	444,82	390,08	362,48"
6	Security officer, Grade C.....	632,79	618,94	
	Security officer, Grade B	707,85	694,00	
	Security officer, Grade A	719,40	705,54	

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

"(a) An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than—

(i) R9,49 for each night of such absence: Provided that where the employer provide a bed this allowance may be reduced by not more than R1 per night; and

(ii) R7,27 per mealtime, not exceeding three per day, occurring during such absence.

(b) An employer shall pay all allowances due to an employee in terms of paragraph (a) within seven days of the completion of any trip.

(c) For the purposes of this subclause the expression "night" means the period between 23:00 and 04:00."

(3) Substitute the following for subclause (6) (a):

"(a) In lieu of the payment of Holiday Pay Bonus contributions due in terms of clause 31, a labour broker may, in addition to the ordinary wage due to an employee in respect of ordinary hours worked in each grade, pay the allowances specified in Table A for every hour worked in that grade.

HOURLY ALLOWANCE—TABLE A

Grade	Areas as specified in clause 4 (1) (b)	
	A	B
1	9c	8c
2	11c	10c
3	14c	13c
4	16c	14c
5	19c	16c
6-A	30c	30c
—B	29c	29c
—C	26c	26c".

(4) Substitute the following for subclauses (6) (b) and (c):

"(b) Employers who have awarded increases to employees between 1 January 1997 and the effective date of this Agreement shall, where the across-the-board increase prescribed in this Agreement is greater than the increase already awarded to employees, only be required to award employees an increase equal to the difference between the applicable across-the-board increases prescribed in this Agreement and the increases already given. Where increases already granted to employees are greater than the applicable across-the-board increase, no further adjustments are necessary.

(c) Should any employee's basic wage, after being given an increase in terms of (b) above, fall below the appropriate Grade minimum wage as prescribed in this Agreement, a further adjustment shall be made to bring it in line with the minimum."

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

"(7) **Across-the-board increase:** Employees who prior to 1 January 1997 were in receipt of a wage higher than that prescribed for their class in Government Notice No. R. 1834 of 8 November 1996 shall be awarded wage increases as follows:

(a) Security officers, Grades A, B and C—10% at least until 28 February 1998;

(b) employees employed by employers operating in the furniture removal sector of the Undertaking on 22 November 1996, whose establishment is situated in the Magisterial Districts of Hennenman, Odendaalsrus, Virginia, or Welkom—9,1% until 30 June 1997 and thereafter 13% until at least 28 February 1998;

(c) all other employees—13% until at least 28 February 1998.

If an employee, after being awarded the across-the-board increase, would receive a wage less than the minimum prescribed for his grade, his wage shall be adjusted to the grade minimum."

7. CLAUSE 5 OF THE FORMER AGREEMENT: PAYMENT OF REMUNERATION

(1) Insert the following subclause (6) (a) (viii):

"(viii) current trade union subscriptions as listed in this Agreement."

8. CLAUSE 7 OF THE FORMER AGREEMENT: ANNUAL LEAVE

- (1) Insert the following subclauses (8) (b) (ii) (af), (ag) and (ah):

- "(af) on maternity leave in terms of clause 32;
 (ag) on compassionate leave in terms of clause 34;
 (ah) on study leave in terms of clause 33."

9. CLAUSE 8 OF THE FORMER AGREEMENT: SICK LEAVE

- (1) Insert the following subclauses (3) (a) (i) (af), (ag) and (ah):

- "(af) on maternity leave in terms of clause 32;
 (ag) on compassionate leave in terms of clause 34;
 (ah) on study leave in terms of clause 33."

10. CLAUSE 25 OF THE FORMER AGREEMENT: ANNUAL WAGE NEGOTIATIONS

- (1) Substitute the following for clause 25:

"The Council shall annually negotiate substantive issues (excluding definitions and procedural issues) affecting all employees and endeavour to have amendments to the Agreement arising therefrom promulgated to come into operation by not later than 1 March in each succeeding year.

In the event of agreement between the parties to the Council not having been reached by 30 November in any one year, following three consecutive meetings, either party may invoke the disputes procedure as contained in the constitutions of the Council."

11. Insert the following new clause 31:

"31. HOLIDAY PAY BONUS FUND

- (1) (a) The Holiday Pay Bonus Fund, established by the Council under the provisions of the Agreement published under Government Notice No. R. 41 of 15 January 1971, is hereby continued. Every employer shall pay into the Holiday Pay Bonus Fund by not later than the 20th day of each and every month, in respect of each of the grades of employees employed by him during the preceding month who have completed 21 shifts, an amount equal to 1/12th of the minimum wages prescribed for each grade of employee in clause 4, as detailed in the following table of contributions:

TABLE

Grade	Areas as specified in clause 4 (1) (b)		
	A	B	*C
1	18,10	15,70	14,60
2	22,20	19,50	18,00
3	27,90	25,30	23,50
4	32,70	27,50	25,50
5	37,10	32,50	30,20
6—A	59,90	58,80	—
—B	59,00	57,80	—
—C	52,70	51,60	—

* Contributions applicable until 30 June 1997, thereafter as specified for Area B.

Provided that where an employer, prior to the date of coming into operation of this Agreement, has independently paid an annual or holiday bonus to any grade of employee specified in clause 4, he may reduce such annual or holiday bonus by the equivalent of the sum of the monthly contributions remitted to the Council in terms of subclause (1) (a) in respect of that grade of employee for the corresponding period.

- (a) Every labour broker may, in lieu of the payment due in terms of subclause (1) (a) above, pay to each of his employees the amount included in the table of clause 4 (6) (a) for every ordinary hour worked in each grade.
- (b) Shortfall shifts or shifts worked or accrued in excess of the 21 shift cycles referred to under subclause (1) (a), in any one month, shall be carried forward and added to shifts worked or accrued in the next succeeding month.
- (c) An employer shall, when remitting the amount payable in terms of subclause (1) (a), submit to the Secretary of the Council, P.O. Box 32961, Braamfontein, 2017, by not later than the 20th day of each month, a monthly return with the particulars in the form prescribed by the Council for this purpose (including each employee's full names, surname, date of birth and identification number).

- (2) An employer shall in each and every year, at least 15 days before the completion of his employee's annual leave qualification period, provided for in clause 7 of this Agreement, forward to the Secretary of the Council, P.O. Box 32961, Braamfontein, 2017, any outstanding Holiday Pay Bonus Fund contributions due to the employee up to and including his date of annual leave entitlement.
- (3) **Holiday Pay Bonus Fund payments:** (a) Holiday pay bonus due in respect of an employee in terms of subclause (1) shall be payable by the Council to the employee when he proceeds on annual leave: Provided that—
- (i) he has completed the qualifying leave pay entitlement period specified in clause 7 (1);
 - (ii) the Council holds holiday pay money for the credit of the employee;
 - (iii) application for payment is lodged with the Secretary of the Council at least 15 days before the employee's leave due to begin.
- (b) Accrued Holiday Pay Bonus Fund contributions held by the Council on behalf of an employee shall be paid to him on application—
- (i) upon the expiration of four weeks after leaving employment in the Undertaking;
 - (ii) while he is employed in the Undertaking, when he proceeds on annual leave, or earlier, at the discretion of the Council.
- (4) Accrued holiday pay bonus held by the Council on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued holiday pay bonus moneys due to an employee who has died shall become payable immediately to his estate.
- (5) No deductions from holiday pay bonus dues shall be made as a set-off against any moneys which may be due to the employer.
- (6) **Banking account:** All moneys paid into the Holiday Pay Bonus Fund shall be deposited in a special banking account to be operated for and in the name of the Holiday Pay Bonus Fund.
- (7) **Investment of funds:** Any moneys belonging to the Holiday Pay Bonus Fund and not required for immediate needs may be invested by the Council from time to time in Government Securities or with registered banks or building societies.
- (8) Income earned on investment moneys shall accrue directly to the Council in re-imbursement of expenses incurred by the Council on behalf the Fund.
- (9) For the purpose of this clause, the expression "employment" shall have the same meaning as in clause 7 (8) (b).
- (10) **Forfeiture of unclaimed Holiday Pay Bonus:** Five years after date of receipt all moneys paid to the Council as Holiday Pay Bonus Fund contributions for an employee in terms of any agreement of the Council shall, if not claimed or otherwise disposed of, be forfeited to the general funds of the Council.
- (11) A public accountant, whose fees shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the Holiday Pay Bonus Fund at least once a year and prepare a statement showing all moneys received and expenditure incurred under all headings during the 12 months ended 28/29 February, preceding, together with a balance sheet showing the assets and liabilities of the Holiday Pay Bonus Fund as at that date. The audited statement and balance sheet, counter-signed by the Chairman of the Council, together with any report made thereon by the auditor, shall lie for inspection at the office of the Council and true copies thereof shall be transmitted to the Director-General of Labour within three months of the close of the period covered thereby.
- (12) (a) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the Undertaking for the purpose of administering the Holiday Pay Bonus Fund.
- (b) Any vacancies occurring on the committee may be filled by the Registrar from amongst employers or employees in the Undertaking, as the case may be. Where the committee is unable or unwilling to discharge its duties the Registrar may appoint (a) trustee(s) to administer the Holiday Pay Bonus Fund. The Committee or trustee(s) so appointed shall have the powers vested in the Council for the purposes of this clause. If there is no Council in existence upon the expiration of this Agreement the Holiday Pay Bonus Fund shall continue to be administered by the committee or trustee(s) functioning at the time and the money remaining to the credit of the Holiday Pay Bonus Fund shall be distributed in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council."

2. Insert the following new clause 32:

"32. MATERNITY LEAVE

- (1) An employer shall grant a pregnant employee 12 weeks, maternity leave, subject to the following conditions:
- (a) During the period of maternity leave, the employee shall be entitled to only 33% of her normal basic wage and this amount shall be paid by the employer weekly on the usual pay day;

- (b) the employee shall have a minimum of two years' unbroken service with the employer, as a class of employee specified in clause 4;
 - (c) medical proof of pregnancy shall be furnished to the employer at least 12 weeks prior to the expected date of birth;
 - (d) the maternity leave specified above shall commence at least four weeks prior to the expected date of birth.
- (2) The employer shall re-employ the employee in the same capacity and on the same terms and conditions: Provided that she reports for duty within 13 weeks of the commencement of the maternity leave.
- (3) In the event of the employee being unable to report for duty on or before the expiry of the 13th week specified in subclause (2) for *bona fide* medical reasons, the following conditions shall apply:
- (a) Pre-employment as specified in subclause (2), shall be guaranteed only if the employee is able to report for duty on or before the expiry of a further period of one month;
 - (b) the sick leave provisions contained in clause 8 shall apply during the one month specified above;
 - (c) the employee shall furnish a medical certificate confirming the need for further leave of absence."

3. Insert the following new clause 33:

"33. STUDY LEAVE

- (1) Employers shall grant their employees up to a maximum of four days' paid leave per annum a study leave, subject to the following conditions:
- (a) The course is approved by the employer;
 - (b) the course is accredited by the Road Transport Industry Education and Training Board;
 - (c) an allowance of one day per examination, except where two examinations are written on one day, when only one day will be granted;
 - (d) the employee must achieve a pass in the examination.
- (2) The employer shall provisionally grant the leave, credit one shift and pay the employee on the next pay day following the writing of the examination.
- (3) Upon receipt of examination results, the employee shall immediately furnish the employer with a copy.
- (4) In the event of an employee having failed an examination, the employer shall be entitled to recover the provisional payment made in terms of subclause (2) above from the employee's wage and deduct shifts previously credited."

14. Insert the following new clause 34:

"34. COMPASSIONATE LEAVE

- (1) Employers shall grant their employees up to a maximum of four working days' leave per annum on full pay for the following concurrences:
- (a) Death of an immediate family member; and
 - (b) serious illness of an immediate family member.
- (2) Satisfactory proof of each occurrence in the form of a death or medical certificate shall be provided to the employer.
- (3) In the event of an employer failing to accept proof of an occurrence, the employee may, on good cause shown, appeal to the Council who shall, after due consideration of all facts relating to such appeal, either uphold or reverse the employer's decision.
- (4) Employees will be credited with one shift for each day's leave granted in terms of subclause (1) above."

15. Insert the following new clause 35:

"35. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

- (1) **Trade Union subscriptions:** (a) Every employer shall each week deduct from the wages of his employees who are members of a trade union which is a party to the Agreement the current subscriptions listed in paragraph (b) and payable by the latter to the trade unions and shall transmit the amount so deducted, together with a monthly return prescribed by the Council for this purpose, to the Secretary of the Council, P.O. Box 32961, Braamfontein, 2017, not later than the 20th day of the month following.
- (b) The respective weekly subscriptions to be deducted from the wage of every employee who is a member of a trade union which is a party to the Agreement shall be approved by the Registrar and/or the Registrar of Friendly Societies, as the case may be, and be circulated from time to time to all employers by the Council.

- (2) The Secretary of the Council shall, not later than the 10th day of each month, transmit to the trade unions the total of trade union contributions received by the Council during the preceding month.
- (3) Subscriptions due to the employers' organisation shall be paid to the Council if demanded by the Council's Secretary, who shall not later than the 10th day of each month transmit such subscriptions received during the preceding month to the employers' organisation."

16. Insert the following new clause 36:

"36. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

Employees' representatives on the Council shall be given every facility by their employers to attend to their duties in connection with the work of the Council."

17. Insert the following new clause 37:

"37. WAGE SET-OFF CLAUSE

- (1) Where collective agreements between the employers and non-party unions have been concluded prior to the publication of the prohibition clause (Government Notice No. R. 1832 of 8 November 1996) and proof of such agreement has been submitted to this Council's exemptions committee, exemption in respect of the wage increases stipulated in this Agreement shall be granted according to the following, subject to the exemptions committee being satisfied that it is a *bona fide* agreement. Employers who have awarded increases to their employees will be required to implement the wage increases prescribed in this Agreement only once the period for which increases were awarded expires. Across-the-board increases as provided for in this Agreement shall then be implemented in accordance with the following formula:

$$\frac{A}{14} \times \frac{B}{1}$$

where—

A is the number of months between the end of the period for which 1996 increases were valid and 28 February 1998.

B is the across-the-board increase applicable to a particular category of employees, as provided for in this Agreement.

- (2) Should any employee's basic wage, after being given an increase in terms of (1) above, fall below the appropriate Grade minimum wage as prescribed in this Agreement, a further adjustment shall be made to bring it in line with the minimum."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 3rd day of December 1996.

G. F. VAN NIEKERK

Chairman of the Council

C. E. VAN DER WALT

Member of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 2130

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORVERVOERONDERNEMING (GOEDERE): HERBEKRAGTIGING VAN B-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 6 Januarie 1997 en vir die tydperk wat op 30 April 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in kousules 2, 3, 15 en 16 met ingang van 6 Januarie 1997 en vir die tydperk wat op 30 April 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 kousule 1 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)

B-OOREENKOMS

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

Transport and General Workers' Union

African Miners' and Allied Workers' Union

en

Transport and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Motorvervoeronderneming (Goedere),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2253 van 14 Oktober 1983 soos gewysig, hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 1131 van 8 Junie 1984, R. 2788 en R. 2789 van 20 Desember 1985, R. 578 van 27 Maart 1986, R. 2266 van 31 Oktober 1986, R. 2638 van 12 Desember 1986, R. 66 van 9 Januarie 1987, R. 1138 van 29 Mei 1987, R. 318 van 26 Februarie 1988, R. 1814 van 9 September 1988, R. 2154 van 17 Februarie 1989, R. 1240 van 16 Junie 1989, R. 2880 van 29 Desember 1989, R. 1037 en R. 1038 van 11 Mei 1990, R. 1871 van 10 Augustus 1990, R. 404 van 1 Maart 1991, R. 2283 van 20 September 1991, R. 3134 en R. 3135 van 20 Desember 1991, R. 3276 en R. 3277 van 4 Desember 1992, R. 422 van 19 Maart 1993, R. 2417 van 17 Desember 1993, R. 199 van 4 Februarie 1994, R. 780 van 22 April 1994, R. 936 van 7 Mei 1994, R. 2247 van 23 Desember 1994, R. 389 van 10 Maart 1995, R. 1991 van 22 Desember 1995, R. 566 en R. 567 van 6 April 1996, R. 1022 van 21 Junie 1996 en R. 1832 en R. 1834 van 8 November 1996.

1. TOEPASSINGSBESTEK

(1) **Gebied:** Die Republiek van Suid-Afrika soos dit bestaan het voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), en uitgesonderd die volgende landdrosdistrikte: Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het, en uitgesonderd die gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermentskennisgewings Nos. 498 en 871 van onderskeidelik 1 April 1966 en 26 Mei 1972) binne die landdrosdistrik Nigel geval het]. Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennisgewings Nos. 556 en 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het], Krugersdorp [met inbegrip van die gedeeltes wat die landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewings Nos. 1105 en 872 van onderskeidelik 26 Julie 1963 en 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeelte van die landdrosdistrik Oberholzer wat, voor die publikasie van Goewermentskennisgewing No. 1745 van 1 September 1978, binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van die gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf word by die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2253 van 14 Oktober 1983, soos van tyd tot tyd hernieu, en op die werkgewers van sodanige werknemers.

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

- (a) 'n werkgewer so lank as wat hy 'n nuwe werkgewer is soos in subklousule (2) omskryf;
- (b) 'n klein werkgewer soos in subklousule (2) omskryf.

2. GELDIGHEDSDUUR 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 vir die tydperk eindigende 30 April 1998 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousules 1A, 24, 29 en 30 (4) van die Ooreenkoms gepubliseer by Goewerments-kennissgewing No. R. 1832 van 8 November 1996 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd verder verleng en gewysig, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousules 2 tot 23, 25 tot 28 en 30 (1) tot 30 (3) van die Vorige Ooreenkoms, soos van tyd tot tyd verder verleng en gewysig, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 2 VAN DIE VORIGE OOREENKOMS: WOORDOMSKRYWING

(1) Vervang die omskrywing van "algemene werker" deur die volgende omskrywing:

" 'algemene werker' 'n werknemer wat een of meer van die volgende pligte verrig:

- (a) Bale, vate, pakkaste, kiste, blikke, kartonne, konkas, sakke of houers oopmaak, toemaak, toespyker, toewerk, merk, vasbind, vul of leegmaak;
- (b) hulp verleen met die laai of aflaai van houers;
- (c) boksele of plastiekbedekkings oorgooi of afhaal;
- (d) boodskappe, pakkette, briewe of goedere verseël of oopmaak en dit te voet of per trapfiets, driewiel of handvoertuig aflewer of vervoer;
- (e) enige goedere, houers, pakkette of voertuie, kruitwaens, trollies of ander handvoertuie, dra, ophang, trek, stoot, sleep, verpak, herverpak, opstapel, rol, ophang, verskuif, laai, aflaai of uitpak, uitgesonderd deur die gebruik van kraguitrusting;
- (f) etikette op goedere plak of dit merk, van 'n handelsmerk voorsien, stempel of sjabloneer, of etikette perforeer;
- (g) goedere in pakkies opmaak, toedraai of vasbind;
- (h) handdoeke, seep of toiletpapier vervang;
- (i) goedere of houers skoonmaak;
- (j) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opslaan of uitmekaar haal;
- (k) klip, gruis, grond, klei, sand of ander grondstowwe met 'n skopgraaf skep of strooi;
- (l) met die hand boor, afkrap of skuur;
- (m) motorvoertuie, goedere of vrag op motorvoertuie oppas;
- (n) 'n handkraan, -hyser, -pomp, -afrolmasjien, -domkrag of -windas bedien;
- (o) 'n ambagsman bystaan op 'n ander wyse as deur die gereedskap van sy vak selfstandig te gebruik;
- (p) oorpakke, uniforms, beskermende klere, verpakkingsmateriaal of komberse was;
- (q) op 'n motorvoertuig, sleepwa of leunwa werk of saamry op sy ritte;
- (r) pakkaste, kiste, kratte of palette met die hand herstel;
- (s) persele, palette, voertuie of masjinerie skoonmaak;
- (t) rantsoene voorberei of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak of aan hulle bedien;
- (u) rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie;
- (v) spoorwegwaens of houers oop- of toemaak;
- (w) verf of roesweermiddels met die hand aanbring aan goedere, sleepwaens of leunwaens;
- (x) wiele of buite- of binnebande van motorvoertuie, laaigrawe, mobiele hystoestelle, sleepwaens, leunwaens, fietse, kruitwaens, trollies of ander handvoertuie afhaal, terugsit, omruil of oppomp, of binnebande herstel;
- (y) enige ander handarbeid nie spesifiek in hierdie Ooreenkoms omskryf nie."

(2) Voeg die volgende omskrywing in na die omskrywing van "veiligheidsbeampte, graad B":

" 'veiligheidsbeampte, graad C' 'n werknemer wat betrokke is by die ontvangs, uitgee, verskuiwing en beheer van kontanhouers tussen veiligheidsbeamptes, graad A en/of B en bankamptenare en van wie vereis kan word om vuurwapens te dra."

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS: LONE

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

- "(1) **Minimum lone:** (a) Vir die tydperk tot minstens 28 Februarie 1998 moet die minimum lone soos uiteengesit in paragrawe (b), (c) en (d) hieronder deur 'n werkgewer aan sy werknemers betaal word: Met dien verstande dat indien 'n werkgewer soos in klousule 1 (2) omskryf, langer as 12 maande, maar nie langer nie as altesaam 24 maande by die Onderneming betrokke is, sodanige lone met hoogstens 10 persent gedurende sodanige tydperk verminder mag word, waarna die minimum lone soos bepaal in paragrawe (b), (c) en (d) betaalbaar word en betaal moet word.

(b)

		AREA A	AREA B	AREA C
		In die landdrosdistrikte Bellville, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Goodwood, Inanda, Kempton Park, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Sasolburg, Simonstad, Somerset-Wes, Stellenbosch, Strand, Wellington, Wonderboom en Wynberg	In die landdrosdistrikte Bloemfontein, Brits, Bronkhorstspuit, Camperdown, Cullinan, Oos-Londen, Heidelberg (Tvl), Hennenman, Kimberley, Klerksdorp, Middelburg (Tvl), Pietermaritzburg, Potchefstroom, Wesselsbron, Witbank, Albany, Balfour, Bethal, Bethlehem, Ermelo, George, Gordonia, Harrismith, Hoëveldrif, Port Elizabeth, Kliprivier, Knysna, Kroonstad, Lichtenburg, Laer Umfolozi, Malmesbury, Moorreesburg, Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Uitenhage, Umzinto, Vryburg, Witrivier, Worcester en alle ander landdrosdistrikte nie gespesifiseer in Area A, klousule (1) (b) en Area C nie	In die landdrosdistrikte Hennenman, Odendaalsrus, Virginia en Welkom tot 30 Junie 1997, waarna hierdie distrikte ingelyf sal word onder Area B, waarvan die loon dan van toepassing sal wees
	Graad	Klas		
			Weekloon	Weekloon
1	Algemene werker, verpakker/laaier	217,58	188,50	175,26
2	Sekuriteitswag (60 uur), motorfiets-/motordriewieldrywer, drywer van 'n ligte motorvoertuig, herstelwinkel-assistent, nasiener, bediener van 'n bokkraan graad II, bediener van 'n mobiele hystoestel graad II, spanleier	266,34	233,76	216,20
3	Drywer van 'n medium motorvoertuig, bediener van 'n bokkraan graad I, bediener van 'n laaigraaf graad II, bediener van 'n mobiele hystoestel of 'n vorkhefswa graad I, magasynman (werkswinkel)	334,42	303,14	281,52
4	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig, versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I	392,84	329,82	306,36
5	Drywer van 'n ultraswaar motorvoertuig	444,82	390,08	362,48"
6	Veiligheidsbeampte, graad C	632,79	618,94	
	Veiligheidsbeampte, graad B	707,85	694,00	
	Veiligheidsbeampte, graad A	719,40	705,54	

(2) Vervang subklousule 5 deur die volgende:

- "(a) 'n Werkgewer moet, benewens enige ander besoldiging verskuldig, sy werknemer wat, op enige reis onderneem in die uitvoering van sy pligte, van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir enige tydperk wat oor een of meer nagte strek, 'n onderhoudstoelae betaal van minstens—
- (i) R9,49 vir elke nag van sodanige afwesigheid: Met dien verstande dat waar die werkgewer 'n bedvoorsien, hierdie toelae met hoogstens R1 per nag verminder mag word; en
 - (ii) R7,27 per maaltyd, wat gedurende sodanige afwesigheid nie 3 per dag oorskry nie.
- (b) 'n Werkgewer moet alle toelae wat ingevolge paragraaf (a) aan 'n werknemer verskuldig is, binne sewe dae na afloop van enige reis betaal.
- (c) By die toepassing van hierdie subklousule beteken die uitdrukking "nag" die tydperk tussen 23:00 en 04:00."

(3) Vervang subklousule 6 (a) deur die volgende:

- “(a) Elke arbeidsmakelaar kan, in die plek van die betaling verskuldig kragtens klousule 31, bykomend tot die gewone loon verskuldig aan ’n werknemer ten opsigte van gewone ure gewerk in elke graad, ’n toelae voorgeskryf in Tabel A betaal vir elke uur ten opsigte waarvan werk in daardie graad verrig is.

TOELAE PER UUR—TABEL A

Graad	Areas soos gespesifiseer in klousule 4 (1) (b)	
	A	B
1	9c	8c
2	11c	10c
3	14c	13c
4	16c	14c
5	19c	16c
6—A	30c	30c
—B	29c	29c
—C	26c	26c”.

(4) Vervang subklousules (6) (b) en (c) deur die volgende:

- “(b) Werkgewers wat tussen 1 Januarie 1997 en die datum van inwerkingtreding van hierdie Ooreenkoms aan werknemers verhogings toegeken het, sal, waar die algemene verhoging wat in hierdie Ooreenkoms voorgeskryf word, groter is as die verhoging wat alreeds aan werknemers toegeken is, slegs verplig wees om ’n verhoging toe te ken wat gelykstaande is met die verskil tussen die toepaslike algemene verhogings voorgeskryf in hierdie Ooreenkoms en die verhogings alreeds toegeken. Waar verhogings wat alreeds aan werknemers toegeken is, groter as die toepaslike algemene verhoging is, is geen verdere aanpassings nodig nie.

- (c) Sou ’n werknemer se basiese loon, na ’n verhoging ingevolge (b) hierbo, minder wees as die toepaslike graad-minimumloon soos voorgeskryf in hierdie Ooreenkoms, moet ’n verdere aanpassing gemaak word om dit met die minimum loon in ooreenstemming te bring.”.

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

- “(7) **Algemene verhoging:** Aan werknemers wat voor 1 Januarie 1997 ’n hoër loon ontvang het as die loon in Goewermentskenningsgewing No. R. 1832 van 8 November 1996 vir hulle klas voorgeskryf, moet verhogings soos volg toegeken word:

- Veiligheidsbeamptes, grade A, B en C—ten minste 10% tot 28 Februarie 1998;
- werknemers wat op 22 November 1996 in diens is van werkgewers in die meubelvervoersector van die Onderneming wie se bedryfsinrigtings in die landdrostdistrikte Hennenman, Odendaalsrus, Virginia of Welkom geleë is—9,1% tot 30 Junie 1997 en daarna 13% tot ten minste 28 Februarie 1998;
- alle ander werknemers—13% tot ten minste 28 Februarie 1998.

Sou ’n werknemer, nadat die algemene verhoging aan hom toegeken is, ’n loon ontvang wat minder is as die minimum loon wat vir sy graad voorgeskryf is, moet sy loon by die graadminimum aangepas word.”.

7. KLOUSULE 5 VAN DIE VORIGE OOREENKOMS: BETALING VAN BESOLDIGING

(1) Voeg die volgende subklousule (6) (a) (viii) in:

- “(viii) geldende vakverenigingledegeld soos in hierdie Ooreenkoms gemeld.”.

8. KLOUSULE 7 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF

(1) Voeg die volgende subklousules (8) (b) (ii) (af), (ag) en (ah) in:

- met kraamverlof ingevolge klousule 32;
- met deernisverlof ingevolge klousule 34;
- met studieverlof ingevolge klousule 33.”.

9. KLOUSULE 8 VAN DIE VORIGE OOREENKOMS: SIEKTEVERLOF

(1) Voeg die volgende subklousules (3) (a) (i) (af), (ag) en (ah) in:

- met kraamverlof ingevolge klousule 32;
- met deernisverlof ingevolge klousule 34;
- met studieverlof ingevolge klousule 33.”.

10. KLOUSULE 25 VAN DIE VORIGE OOREENKOMS: JAARLIKSE LOONONDERHANDELINGS

- (1) Vervang klousule 25 deur die volgende:

"Die Raad moet jaarliks onderhandel oor substantiewe aangeleenthede uitgesonderd omskrywings en prosedure-aangeleenthede wat alle werknemers raak, en moet poog om wysigings aan die Ooreenkoms wat daaruit voortspruit, te laat afkondig sodat dit nie later nie as 1 Maart in elke daaropvolgende jaar in werking tree.

"Sou dit gebeur dat die partye by die Raad nie teen 30 November in 'n bepaalde jaar, na drie agtereenvolgende vergaderings, tot 'n vergelyk kom kom nie, kan enige partye hom beroep op die geskilprosedure soos vervat in die konstitusie van die Raad."

11. Voeg die volgende nuwe klousule 31 in:

"31. VAKANSIESOLDYBONUSFONDS

- (1) (a) Die Vakansiesoldybonusfonds deur die Raad ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R 41 van 15 Januarie 1971, word hierby voortgesit. Elke werkgewer moet voor of op die 20ste dag van elke maand ten opsigte van elk van die grade werknemers wat gedurende die voorafgaande maand by hom in diens was en 21 skofte voltooi het, 'n bedrag in die Vakansiesoldybonusfonds inbetaal wat gelykstaande is met 1/12 van die minimum loon in klousule 4 vir elke graad werknemer voorgeskryf, soos uiteengesit in die onderstaande bydraetabel:

TABEL

Graad	Areas soos in klousule 4 (1) (b)		
	A	B	*C
1	18,10	15,70	14,60
2	22,20	19,50	18,00
3	27,90	25,30	23,50
4	32,70	27,50	25,50
5	37,10	32,50	30,20
6—A	59,90	58,80	—
—B	59,00	57,80	—
—C	52,70	51,60	—

* Bydraes van toepassing tot 30 Junie 1997, daarna soos gespesifiseer vir Area B.

Met dien verstande dat waar 'n werkgewer voor die inwerkingtreding van hierdie Ooreenkoms uit eie beweging aan enige graad werknemer soos gespesifiseer in klousule 4, 'n jaarlikse of vakansiebonus betaal het, hy sodanige jaarlikse of vakansiebonus kan verminder met die ekwivalent van die bedrag van die maandelikse bydraes wat ingevolge subklousule (1) (a) ten opsigte van die betrokke graad werknemer vir die ooreenstemmende tydperk aan die Raad oorbetaal is.

- (a) Elke arbeidsmakelaar kan, in die plek van die betaling verskuldig ingevolge subklousule (1) (a) hierbo, aan elk van sy werknemers vir elke gewone uur gewerk in elke graad die bedrag betaal wat ingesluit is in die tabel van klousule 4 (6) (a).
- (b) Onvoltooide skofte of skofte van meer as die 21 skofsiklusse in subklousule (1) (a) bedoel wat in 'n bepaalde maand gewerk word of oploop, moet oorgedra word en gevoeg word by skofte wat in die eersvolgende maand gewerk word of oploop.
- (c) Wanneer 'n werkgewer die bedrag instuur wat ingevolge subklousule (1) (a) betaalbaar is, moet hy, voor of op die 20ste dag van elke maand, 'n maandelikse opgawe met die besonderhede in die vorm deur die Raad vir hierdie doel voorgeskryf (insluitende elke werknemer se volle name, van, geboortedatum en identiteitsnommer), aan die Sekretaris van die Raad, Posbus 32961, Braamfontein, 2017, voorlê.
- (2) 'n Werkgewer moet in elke jaar minstens 15 dae voor die voltooiing van die tydperk wat vir sy werknemer se jaarlikse verlof kwalifiseer, soos in klousule 7 van hierdie Ooreenkoms bepaal, aan die Sekretaris van die Raad, Posbus 32961, Braamfontein, 2017, alle uitstaande Vakansiesoldybonusfondsbydraes stuur wat tot en met sy datum van jaarlikse verlofkwalifikasie aan die werknemer verskuldig is.
- (3) **Vakansiesoldybonusfondsbetalings:** (a) Vakansiesoldybonus verskuldig ten opsigte van 'n werknemer ingevolge subklousule (1), moet deur die Raad aan die werknemer betaalbaar wees wanneer hy met jaarlikse verlof gaan: Met dien verstande dat—
- (i) hy die tydperk van sy verlofkwalifikasie wat in klousule 7 (1) gespesifiseer word, voltooi het;
 - (ii) die Raad vakansiesoldygeld in die krediet van die werknemer het;
 - (iii) aansoek om betaling minstens 15 dae voordat die werknemer se verlof 'n aanvang moet neem, by die Sekretaris van die Raad ingedien word.

- (b) Opgelope Vakansiesoldybonusfondsbydrae wat deur die Raad names 'n werknemer gehou word, moet op aansoek aan hom betaal word—
- (i) by die verstryking van vier weke na beëindiging van diens in die Onderneming;
- (ii) terwyl hy in die Onderneming werksaam is, wanneer hy met jaarlikse verlof gaan, of vroeër, na goeddunke van die Raad.
- (4) Opgelope vakansiesoldybonus wat deur die Raad gehou word namens 'n werknemer wat om gesondheidsredes of om enige ander ongeskiktheid nie langer in staat is om met sy werk voort te gaan nie, is onmiddellik aan die werknemer betaalbaar, en opgelope vakansiesoldybonusgeld verskuldig aan 'n werknemer wat te sterwe gekom het, is onmiddellik aan sy boedel betaalbaar.
- (5) geen bedrag mag van vakansiesoldybonusgeld afgetrek word as skuldvergeelyking teen geld wat aan die werkgewer verskuldig is nie.
- (6) **Bankrekening:** Alle geld wat in die Vakansiesoldybonusfonds inbetaal word, moet gestort word in 'n spesiale bankrekening waarop daar vir en namens die Vakansiesoldybonusfonds gewerk word.
- (7) **Belegging van fondse:** Alle geld wat aan die Vakansiesoldybonusfonds behoort en nie vir onmiddellike gebruik nodig is nie, kan deur die Raad van tyd tot tyd in Staatseffekte of by geregistreerde banke en bougenootskappe belê word.
- (8) Inkomste verdien op belegde geld val regstreeks aan die Raad toe ter dekking van uitgawes deur die Raad namens die Fonds aangegaan.
- (9) By die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (8) (b).
- (10) **Verbeuring van onopgeëiste Vakansiesoldybonus:** Vyf jaar na die datum van ontvangs moet alle geld wat ten behoeve van 'n werknemer in die vorm van Vakansiesoldybonusfondsbydraes ingevolge 'n ooreenkoms van die Raad aan die Raad betaal is, as dit nie opgeëis is of daar andersins daarvoor beskik is nie, aan die algemene fondse van die Raad verbeur word.
- (11) 'n Openbare rekenmeester, wie se gelde deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekenings van die Vakansiesoldybonusfonds minstens een maal per jaar ouditeer en 'n staat opstel wat die volgende toon: Alle geld onder alle hoofde ontvang en uitgawes aangegaan gedurende die 12 maande geëindig die vorige 28/29 Februarie, tesame met 'n balansstaat wat die bates en laste van die Vakansiesoldybonusfonds soos op daardie datum toon. Die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, tesame met 'n verslag daarvoor deur die ouditeur opgestel, moet by die kantoor van die Raad ter insae lê en gewaarmerkte kopieë daarvan moet binne drie maande na die einde van die tydperk wat daardeur gedek word, aan die Direkteur-generaal van Arbeid gestuur word.
- (12) (a) In die geval waar die Raad ontbind of in die geval waar hy gedurende die geldigheidsduur van hierdie Ooreenkoms ophou om te funksioneer, kan die Registrateur 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers in die Onderneming om die Vakansiesoldybonusfonds te administreer.
- (b) Vakatures wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van werkgewers of werknemers in die Onderneming, na gelang van die geval. Waar die komitee nie in staat is nie of onwillig is om sy pligte te vervul, kan die Registrateur 'n trustee of trustees aanstel om die Vakansiesoldybonusfonds te administreer. Die komitee of trustee(s) aldus aangestel, het die bevoegdhede wat aan die Raad vir die toepassing van hierdie klousule opgedra is. As daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiesoldybonusfonds steeds geadministreer word deur die komitee of trustee(s) wat op daardie tydstip funksioneer en die geld wat in die krediet van die Vakansiesoldybonusfonds oorbly, moet kragtens artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak."

2. Voeg die volgende nuwe klousule 32 in:

"32. KRAAMVERLOF

- (1) 'n Werkgewer moet aan 'n werknemer wat verwag, 12 weke kraamverlof toestaan, onderhewig aan die volgende voorwaardes:
- (a) Gedurende die kraamverlof is die werknemer geregtig op slegs 33% van haar normale basiese loon, en hierdie bedrag moet weekliks op die normale betaaldag deur die werkgewer betaal word;
- (b) die werknemer moet 'n minimum van twee jaar ononderbroke diens by die werkgewer hê, as 'n klas werknemer soos gespesifiseer in klousule 4;
- (c) mediese bewys daarvan dat die werknemer verwagend is, moet ten minstens 12 weke voor die verwagte datum van geboorte aan die werkgewer gelewer word;
- (d) die kraamverlof soos hierbo uiteengesit moet minstens vier weke voor die verwagte datum van geboorte 'n aanvang neem.
- (2) Die werkgewer moet die werknemer in dieselfde hoedanigheid en op dieselfde diensvoorwaardes herindiensneem: Met dien verstande dat sy binne 13 weke na die aanvangs van die kraamverlof vir diens aanmeld.

- (3) In die geval waar 'n werknemer as gevolg van *bona fide* mediese redes nie in staat is om op of voor die verstryking van die 13de week soos gespesifiseer in subklousule (2) vir diens aan te meld nie, is die volgende voorwaardes van toepassing:

- (a) Herindiensname soos uiteengesit in subklousule (2) word gewaarborg slegs indien die werknemer op of voor die verstryking van 'n verdere tydperk van een maand vir diens kan aanmeld;
- (b) die voorwaardes ten opsigte van siekteverlof soos vervat in klousule 8 is van toepassing gedurende die een maand hierbo gespesifiseer;
- (c) die werknemer moet 'n mediese sertifikaat inhandig wat die noodsaaklikheid van verdere afwesigheidsverlof bevestig."

3. Voeg die volgende nuwe klousule 33 in:

"33. STUDIEVERLOF

- (1) Werkgewers moet aan hulle werknemers tot 'n maksimum van vier dae betaalde verlof per jaar as studieverlof toestaan, onderhewig aan die volgende voorwaardes:
 - (a) Dat die kursus deur die werkgever goedgekeur is;
 - (b) dat die kursus deur die Opleidingsraad vir die Padvervoerbedryf geakkrediteer is;
 - (c) dat verlof van een dag per vraestel toegestaan word, uitgesonderd waar twee vraestelle op een dag geskryf word, wanneer slegs een dag toegestaan sal word;
 - (d) dat die werknemer die eksamen slaag.
- (2) Die werkgever moet die verlof voorlopig goedkeur, een skof krediteer en die werknemer betaal op die volgende betaaldag wat volg na die skryf van die eksamen.
- (3) By ontvangs van die eksamenuitslae moet die werknemer die werkgever onverwyld van 'n afskrif daarvan voorsien.
- (4) In die geval waar 'n werknemer nie die eksamen geslaag het nie, is die werkgever daarop geregtig om die voorlopige betaling, soos gemaak ingevolge subklousule (2), van die werknemer se loon te verhaal en om skofte af te trek wat voorheen gekrediteer was."

14. Voeg die volgende nuwe klousule 34 in:

"34. DEERNISVERLOF

- (1) Werkgewers moet aan hulle werknemers tot 'n maksimum van vier werkdagse verlof per jaar met volle betaling toestaan in die volgende gevalle:
 - (a) dood van 'n naaste familielid; en
 - (b) ernstige siekte van 'n naaste familielid.
- (2) Bewys van elke geval in die vorm van 'n doods- of mediese sertifikaat tot tevredenheid van die werkgever moet aan die werkgever voorgelê word.
- (3) In die geval waar 'n werkgever versuim om die bewys van 'n geval te aanvaar, mag die werknemer, indien grondige redes bestaan, appél aanteken by die Raad, wat, na oorweging van alle feite wat op sodanige appél betrekking het, die werkgever se besluit kan handhaaf of ter syde stel.
- (4) Werknemers sal gekrediteer word met een skof vir elke dag se verlof toegestaan ingevolge subklousule (1) hierbo."

15. Voeg die volgende nuwe klousule 35 in:

"35. LEDEGELD VAN VAKVERENIGINGS EN WERKEWERSORGANISASIE

- (1) **Vakverenigingledegeld:** (a) Elke werkgever moet elke week die toepaslike ledegeld wat in paragraaf (b) genoem word en wat aan die vakverenigings betaalbaar is deur werknemers wat lede is van 'n vakvereniging wat 'n party by die Ooreenkoms is, van die loon van sy werknemers aftrek en die bedrag aldus afgetrek, tesame met die maandelikse opgawe deur die Raad vir hierdie doel voorgeskryf, voor of op die 20ste dag van die volgende maand aan die Sekretaris van die Raad, Posbus 32961, Braamfontein, 2017, stuur.
 - (b) Die onderskeie weeklikse loongelde wat afgetrek moet word van die loon van elke werknemer wat lid is van 'n vakvereniging wat 'n party by die Ooreenkoms is, moet deur die Registrateur en/of die Registrateur van Onderlinge Hulpverenigings, na gelang van die geval, goedgekeur word en van tyd tot tyd deur die Raad aan alle werkgewers gesirkuleer word.
- (2) Die Sekretaris van die Raad moet voor of op die 10de dag van elke maand die totale vakverenigingsledegeld wat die Raad gedurende die vorige maand ontvang het, aan die vakverenigings stuur.
- (3) Ledegeld aan die werkgewersorganisasie verskuldig, moet aan die Raad betaal word wanneer daarom gevra word deur die Raad se Sekretaris, wat voor of op die 10de dag van elke maand die ledegeld wat gedurende die vorige maand ontvang is, aan die werkgewersorganisasie moet stuur."

16. Voeg die volgende nuwe klousule 36 in:

"36. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan hul werknemers wat werknemersverteenwoordigers in die Raad is, elke geleentheid vergun word om hul pligte in verband met die werk van die Raad na te kom."

17. Voeg die volgende nuwe klousule 37 in:

"37. LOONVERREKENINGSKLOUSULE

- (1) Waar 'n gesamentlike ooreenkoms tussen werkgewers en vakverenigings wat nie 'n party by die Raad is nie, voor die publikasie van die verbodsklousule (Goewermenskennisgewing No. R. 1832 van 8 November 1996), aangegaan is, en nadat bewys van sodanige ooreenkoms aan die Raad se vrystellingskomitee gelewer is, word vrystelling ten opsigte van die loonverhogings wat in hierdie Ooreenkoms vasgestel word, toegestaan onderhewig daaraan dat die vrystellingskomitee hulleself vergewis het dat die ooreenkoms 'n *bona fide*-ooreenkoms is. Daar sal van werkgewers wat aan werknemers verhogings gegee het, verwag word om die loonverhogings wat in hierdie Ooreenkoms voorgeskryf word, te implementeer eers wanneer die tydperk waarvoor die verhogings toegestaan is, verval het. Algemene verhogings soos in hierdie Ooreenkoms bepaal, moet dan in werking tree, ooreenkomstig die volgende formule:

$$\frac{A}{14} \times \frac{B}{1}$$

waar—

A die aantal maande tussen die eiende van die tydperk waarvoor die 1996-verhogings van toepassing was en 28 Februarie 1998 is.

B die algemene verhoging is wat op werknemers in 'n bepaalde kategorie van toepassing is, soos in hierdie Ooreenkoms bepaal.

- (2) Sou enige werknemer se basiese loon na die verhoging ingevolge (1) hierbo laer wees as die toepaslike graad-minimumloon soos in hierdie Ooreenkoms voorgeskryf, moet 'n verdere wysiging aangebring word om dit in ooreenstemming met die minimum te bring."

Namens die partye by die Raad op hede die 3de dag van Desember 1996 te Johannesburg onderteken.

G. F. VAN NIEKERK

Voorsitter van die Raad

C. E. VAN DER WALT

Lid van die Raad

B. S. E. GRATZ

Sekretaris van die Raad

No. 2132

27 Desember 1996

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY (TRANSVAAL): GAUTENG 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 January 1998, 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 1.1.1 (i), 2, 12, 13.6.4.4, 13.9, 20, 22, 23, 24 and 25 of Chapter 1 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 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 of the said Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE**BUILDING INDUSTRY COUNCIL (TRANSVAAL)****GAUTENG AGREEMENT**

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

Gauteng Master Builders' Association

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

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

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

being parties to the Building Industry Council (Transvaal)

CHAPTER 1**1. AREA AND SCOPE OF APPLICATION OF AGREEMENT**

1.1 The terms of this Agreement shall be observed in the Building and Dimensional Stone Industries—

- 1.1.1 (i) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
- (ii) in the Province of Gauteng.

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall—

- 1.2.1 apply only to those classes of employees for whom wages are prescribed in this Agreement;
- 1.2.2 apply to apprentices and trainees;
- 1.2.3 apply to foremen and general foremen;
- 1.2.4 not apply to clerical employees and administrative staff;
- 1.2.5 not apply to persons who are engaged in the installation or wiring of lighting, heating or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings when such work is undertaken by an employer falling under the jurisdiction of another Industrial Council;
- 1.2.6 not apply to university or technicon students and graduates in building science, or to construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;
- 1.2.7 not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;
- 1.2.8 be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and the Furniture Industry; and
- 1.2.9 not apply to employers and employees engaged in the Building Industry on new housing of less than 50 square metres. However, this clause shall not apply to mass housing contracts.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for the period ending 31 January 1998 or for such period as may be determined by him.

3. DEFINITIONS

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

"Actual wage" means the wage rate per hour which an employer actually pays an employee in respect of the ordinary hours of work;

"ancillary trade" means any trade defined as skilled in any other industry;

"Act" means the Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship, registered or deemed to have been registered under the provisions of the Manpower Training Act, 1981, or any other relevant Act, and includes a minor employed on probation under that Act;

"artisan" means an employee employed in a non-designated trade who is permitted to perform the work as defined in clause 2 of Chapter 2 and who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests;

"block" means any building work unit with dimensions in excess of 300 mm × 100 mm × 75 mm;

"Building industry" means, without any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the site of the building or structure or elsewhere, and includes all work executed or carried out by persons in the said Industry who are engaged in the following trades or subdivisions thereof:

Asphalting, which includes covering floors and flat and/or sloping roofs, water-proofing or damp-proofing basements or foundations, whether or not with the prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, polypropylene, polyethylene, mastic or emulsified asphalts or bitumens, applied either hot or cold or such roofs, floors, basements or foundations;

bricklaying, which includes concreting and fixing concrete blocks, slabs of plates, tiling walls and floors, jointing brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains;

French polishing, which includes polishing with a brush or pad and spraying with any composition;

glazing, which includes cutting and/or fixing all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto;

joinery, which includes fixing all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, and includes, cupboards, kitchen dressers and other kitchen fixtures which accrue to the building as a permanent part thereof;

lead-light making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

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

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

painting, which includes decorating, paper-hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and also sandpapering and all work preparatory to the operations aforementioned, sandpapering walls and woodwork, filling cracks in walls and puttying woodwork;

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

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

shop, office and bank fittings, which includes the following:

The manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

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

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

"change-room" means any suitable shed, room or similar satisfactory accommodation with a minimum clear floor space of seven square metres, constructed of four walls and a roof, composed of concrete, brickwood, wood, iron or any combination thereof, which is kept clean and can be securely locked to provide a suitable place for the safe keeping of employees' clothing; and such change room shall not be used for any other purpose than for the changing of clothing and the safe keeping of employees' clothing;

"Council" means the Building Industry Council (Transvaal), registered in terms of section 19 of the Act;

"contract of service" means the official contract in terms of which a trainee artisan or trainee specified skills employee is employed and trained by the employer as prescribed in Addendum A or B of this Agreement;

"contributions" means any payments which the employer or employees are liable to make to the Council in terms of this Agreement, and "levies" has a corresponding meaning;

"craftsman" means an employee in a designated trade who is permitted to perform the work as defined in clause 3 of Chapter 2, who has successfully completed all prescribed courses for a particular trade at a practical institutional training centre and the on-site period of training as prescribed;

"day" means the period of 24 hours from midnight to midnight;

"emergency work" means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

"employee" means any person who is employed by or working for any employer and receiving or entitled to receive any remuneration, and any other person whomsoever who in any manner assists in the carrying on or conducting of the business of an employer; and "employed" and "employment" have corresponding meanings;

"employer" means any person whomsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whomsoever in any manner to assist him in the carrying on or conducting of his business; and "employ" and "employment" have corresponding meanings;

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 8.

"foreman" means an employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- (b) giving out work to other employees under his control and supervision;
- (c) maintaining discipline;
- (d) being directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on the site(s);

"general foreman" means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties encompass any one or more of the following activities:

- (a) Supervision;
- (b) taking charge of a contract or contracts;
- (c) maintaining discipline;
- (d) being responsible to the employer for efficiency and production from the site(s);
- (e) performing skilled work, whether in an instructional capacity or otherwise;

"general worker" means an employee engaged on any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definitions of "skilled employee" and "semi-skilled employee", but including supervising other general workers;

"labour-only contract" means a contract, agreement, arrangement of understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 4 of Chapter 1 and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

"labour-only contractor" means a person undertaking labour-only contracting;

"levies" means any payments which the employer or employees are liable to make to the Council in terms of this Agreement; and **"contributions"** has a corresponding meaning;

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

"new general worker" means a general worker during the first six months of employment, who has never been employed in the Building Industry, in the area of application of this Agreement;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of Chapter 1;

"person/s" includes—

- (a) a company which is a body corporated in its own right or registered as such under any Act; or
- (b) any body or person, whether a body corporate or not;

"prescribed wage" means that portion of the remuneration payable to an employee in terms of clause 4 of Chapter 1 in respect of the ordinary hours laid down in clause 8 of Chapter 1: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of Chapter 1, it means such higher amount; (for the purposes of this definition, "regularly" means two consecutive payments);

"production performance criteria (PPC)" means the performance standards for each task which are to be attained by the trainee during his in-service training;

"remuneration" means payment in money made or owing to any person in pursuance of such person's employment and, without limiting the ordinary meaning thereof, includes all contributions provided for in this Agreement; and **"remunerate"** has a corresponding meaning;

"Secretary" means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;

"semi-skilled employee" means any specified skills employee, apprentice and trainee-artisan;

"skilled employee" means any general foreman, foreman, craftsman, artisan and any employee engaged in an ancillary trade;

"skilled work" means any work in the Building and Dimensional Stone Industries which may be performed by an employee as defined under "skilled employee" and "semi-skilled employee";

"specified skills employee" means an employee employed in a specific skills trade who is permitted to perform work as defined in clause 1 of Chapter 2, and who has successfully completed the prescribed courses in the specified skills at a practical institutional training centre and the on-site period of training as prescribed;

"structure" includes walls, boundary, garden and retaining walls, supplying of stone for cladding, floors, monuments and complementary items;

"suitable sleeping accommodation" means a waterproof shelter, capable of being securely locked, with a suitable floor and the necessary suitable washing facilities, stretchers, mattresses and separate lavatory accommodation;

"trainee artisan" means an employee registered as such with the Council and employed by his employer under a contract of service, who is permitted to perform skilled work in respect of the non-designated trades as defined in clause 2 of chapter 2, and who does not qualify for an apprenticeship in terms thereof;

"trainee specified skills employee" means an employee registered as such with the Council who is employed under a contract of service and who is permitted to perform skilled work in any one of the specified skills as defined in clause 1 of Chapter 2 for which he is so registered and who does not qualify for an apprenticeship in terms of the Manpower Training Act, 1981;

"training performance criteria (TPC)" means the performance standard for each task which are to be attained by the trainee during his institutional training;

"wet-weather shelter" means a shelter constructed of weather-proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;

"working week" means from Monday to Friday.

(See also Chapters 2 and 3 for further definitions.)

4. PRESCRIBED WAGE

4.1 **General:** Wages of employees shall be adjusted either to the new prescribed wage, in terms of clause 4.1.1 of this Chapter, or by the amount of the across the board increase in terms of clause 4.1.2 of this Chapter, whichever is the greater. Furthermore, no employer shall pay and no employee shall accept wages at rates lower than prescribed in clause 4.1.1 of this Chapter, read with the remaining provisions of this clause.

4.1.1 Skilled, semi-skilled and unskilled employees.

SCHEDULE

Categorie of employee	Wage per hour
	With effect from the date of coming into operation of this Agreement
Craftsman	20,46
Artisan	15,40
Specified skills employee	9,17
Artisan (joiner) (mass manufacturing)	15,40
Artisan (wood machinist) (mass manufacturing)	15,40
Specified skills joiner assembler (mass manufacturing)	9,17
Specified skills machine operator (mass manufacturing)	9,17
Manufacturing worker (mass manufacturing)	4,70
General worker (not on construction)	5,10
General worker (on construction)	6,00
New general worker (not on construction)	4,59
New general worker (on construction)	5,40
Trainee artisan:	
Commencing wage	6,16
After successful completion of institutional training (training performance criteria) and after successful completion of on-site training (production performance criteria)	10,01
After passing the prescribed trade test	15,40
Trainee specified skills employee:	
Commencing wage	6,88
After successful completion of institutional training (training performance criteria) and after a further three months' service	9,17

4.1.2 Across the board increase.

Category of employee	Per hour
	R
Craftsman	1,86
Artisan	1,40
Specified skills employee	0,87
Manufacturing worker (mass manufacturing)	0,47
General worker (not on construction)	0,51
General worker (on construction)	0,60
Trainee artisan (non-designated)	0,56
After training performance criteria and production performance criteria	0,91
Trainee specified skills	0,65

4.1.3 Employers who adjusted wages on a voluntary basis prior to the enactment of this Agreement may deduct any such increases granted to employees after 14 October 1996, from the amounts staged in clauses 4.1.1 and 4.1.2 of this Chapter.

4.2 **Suspension of employees:** Subject to the provisions of clause 8.3, an employer shall pay to any of his employees who he had temporarily suspended from work an amount equivalent to the wages and allowances which any such employee should have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this clause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, of vis major, fire, riot, civil commotion, strike, hostilities, illegal combination of workmen, terrorism, explosion and/or similar emergency.

4.3 **Protection of remuneration:** Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who on the said date is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement, shall continue to receive such higher wage whilst employed by the same employer on the same class of work.

4.4 **Differential rates:** An employee who on the same day performs two or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate of all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work.

4.5 **Tool allowance:** An employer shall pay any skilled employee who is employed in the manufacture and installation of purpose-made joinery an allowance of 10c per hour whilst so employed.

4.6 **New general worker:**

4.6.1 The Council shall verify the status of this worker, utilising the Council's contribution records.

4.6.2 The wage of a new general worker shall be as prescribed in clause 4.1.1 of Chapter 1.

4.6.3 Contributions as prescribed in Chapter 5 of this Agreement shall not apply to a new general worker.

4.6.4 All levies as prescribed in Chapter 5 of this Agreement shall be paid to the Council on a weekly basis.

4.6.5 If an employer fails to comply with the provisions of clause 4.6, he shall be responsible for the payment of wages of a general worker, as prescribed by this Agreement.

5. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

5.1 **General:** Wages, earnings for overtime, allowances in terms of this Agreement and all other remuneration due to an employee shall be paid in cash or by cheque or may be deposited into the employee's account with a financial institution. Such remuneration may be paid either weekly, bi-weekly or monthly, depending, upon the arrangement between the employee and the employer.

5.2 **Waiting time:** Upon termination of employment, an employer shall pay such employee all wages, allowances and other remuneration up to the time such payment is made, in respect of every working hour of part thereof, from the time of termination of employment until the time of final payment. Payment shall be made not later than two working days after termination of employment:

Provided that—

- (i) waiting time shall not be paid for more than 16 hours;
- (ii) waiting time shall not be payable in addition to payment in lieu of notice in terms of clause 10 of Chapter 1;
- (iii) an employee who terminates his employment without having given and served the required notice shall not be entitled to payment for waiting time;
- (iv) an employee who is not entitled to notice in terms of clause 10 of Chapter 1 shall only be entitled to waiting time if he is not paid within 16 working hours from the time of termination of employment.

For the purposes of this paragraph, disbursement by registered post shall be deemed to constitute due payment. The date of payment shall be deemed to be the same as the date on which the letter was posted.

5.3 **Remuneration particulars:** Every employer shall at the date of payment issue the employee with a statement setting out in detail how the gross remuneration has been calculated, what deductions have been made and the nett remuneration payable, and the value of contributions which the employer has paid over to the Council and the cumulative number of contributions up to and including the last date in respect of each payment made.

5.4 **Overtime:** For the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of this chapter shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per week at his ordinary rate of wage, except in a case where an employee has started with an employer during the week in which overtime has been worked and for that reason has not been able to complete 40 hours per week.

5.4.1. Notwithstanding the above provision, any public holiday falling within any working week shall be deemed to be time worked for the purpose of calculating overtime as above.

5.4.2. Any employee who is required to work any time outside the ordinary hours prescribed in clause 8 hereof, shall be paid as follows:

- (a) One and a third times his actual rate of wage for all overtime worked from Mondays to Fridays;
- (b) one and a half times his actual rate of wage for time worked on Saturdays;
- (c) double the rate of his actual wage for time worked on Sundays.

5.4.3 The ordinary hours of work plus all overtime worked shall not exceed 56 hours per calendar week.

5.4.4 **Overtime provisions:** Should an employer require his employees to work overtime he shall give them at least 16 hours' notice of such fact: Provided that no prior notice will be required to work overtime when employees are engaged on essential services, nor will any notice be required when, due to emergency work, employees are required to work overtime.

5.5.1 *Reporting of non-payment:* Any employee who qualifies in terms of this Agreement or any other agreement of this Council for payment by his employer of wages and/or contributions to the Council on his behalf in terms of the various funds, and who was not paid in terms of the provisions of this Agreement, shall report such non-payment of wages or contributions in terms of clause 2 of Chapter 5 to the Council within a period of 10 weeks from the date of such failure to pay.

5.5.2 Where the employee has reported the non-payment within the period as prescribed in clause 5.5.1 hereof, he shall be entitled to payment by the council from the guarantee held by it in respect of the employer who has failed to make such payment, and then only to the extent of moneys available in terms of such guarantee.

5.5.3 An employee who has failed to report any non-payment as prescribed shall forfeit any rights of recovery and the Council shall not act against the employer in terms of this Agreement unless misrepresentation by the employer has been proved.

5.5.4 If an employee has deserted or terminated his employment without notice, the Council shall, on application by the employer, deduct and pay over the amount owing to the employer, which shall equal the required notice period, from the holiday pay of the employee.

5.6 *Shiftwork:* An employer shall be permitted to employ his employees on shiftwork: Provided, however, that the provisions of clauses 5 and 8 have in essence been complied with.

6. REGISTRATION OF EMPLOYEES

6.1 Every employer shall, within a period of seven days from the date of employment of an employee, register such employee with the Council, but shall, notwithstanding the above provisions, pay such employee the remuneration, allowances and contributions in terms of this Agreement applicable to the category of employee so engaged, unless an exemption has been obtained.

6.1.1 An employee employed in any of the designated trades as defined in clause 3 of Chapter 2, who—

has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recommended practical institutional training centre; and

has successfully completed the PPCs (production performance criteria) during an on-site period of training; and

has passed the required trade test; and

has obtained the National Technical Certificate Part II (N2),

shall be registered as a craftsman.

6.1.2 An employee employed in any of the non-designated trades as defined in clause 2 of Chapter 2, who—

has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recommended practical institutional training centre; and

has successfully completed the PPCs (production performance criteria) during an on-site period of training; and

has passed the required trade test,

shall be registered as an artisan.

6.1.3 An employee engaged in the performance of any of the activities as defined in clause 1 of Chapter 2, who—

has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recognised practical institutional training centre; and

has completed the PPCs (production performance criteria) during an on-site period of training of at least three months,

shall be registered as a specified skills employee.

6.1.4. The Council shall have the right to determine any other additional specified skills categories from time to time.

6.1.5 Notwithstanding the provisions of clause 6.1 hereof, the Council may, however, in its discretion refuse an application of an individual employer for the registration of trainee specified skills employees, should an investigation prove that the employer has not complied with the training requirements of such class of employee.

6.2 Every employer who employs an employee to perform skilled work, who is not in possession of the necessary qualifications to perform such work, shall register the employee with the Council within seven days of the engagement and shall—

(a) enter into the prescribed contract of apprenticeship in terms of the Manpower Training Act, 1981; or

(b) enter into the contract of service for a trainee artisan prescribed in Addendum A of this Agreement; or

(c) enter into the contract of service for a trainee specified skills employee prescribed in Addendum B of this agreement, or

(d) enter into the contract of service prescribed by the Council from time to time, in terms of which employees are being trained by the employer in trades or skills in respect of which no institutional training exists.

6.3 An employer shall pay a trainee or learner in accordance with the level of competency reached and in accordance with the remuneration and allowances determined for the successful completion of the relevant training courses.

6.4 Any employee referred to in clause 6.3 hereof who has not successfully completed any training course/s shall remain at the level of remuneration commensurate with the level of skill attained, and the employer shall be permitted to continue employing such employee on the conditions applicable.

6.5 All skilled and semi-skilled employees at present registered as such with the Council shall retain their existing status at the date of the implementation of this Agreement. Notwithstanding the above, the Council may, however, amend or withdraw any certificate of registration issued to any class of employee and may reclassify the employee to whom a certificate had been issued whenever the Council is convinced that the original registration and classification of the employee concerned had been incorrectly issued. The decision of the Council shall be final and binding.

6.6 Any employee who is required to register with the Council in terms of the provisions of this Agreement shall on demand of an agent of the Council produce the registration certificate issued to him by the Council.

6.7 All employees who were registered as master craftsmen on 3 September 1990 shall, for the purposes of this Agreement, also be deemed to be registered as craftsmen.

7. PROHIBITED EMPLOYMENT

7.1 Subject to the provisions of clause 6.1 of this chapter, no employer shall permit an employee to perform work for which he is required to register in terms of clause 6 of this chapter, unless such employee is registered in the proper category.

7.2 No employee may perform work for which there is a requirement to register unless he is so registered.

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

7.4 An employee who is registered, or who would qualify for registration with the Council in a higher category, shall within 10 working days of engagement produce proof to his employer of such higher qualification, failing which the employee shall be deemed to be an employee in the category in which he was so engaged.

8. HOURS OF WORK

8.1 The ordinary hours of work which shall be observed by all employers and employees shall be 40 hours in any one week, calculated at not more than eight hours per day, Mondays to Fridays.

8.2 No employee shall be allowed to work for longer than five hours in any one day without an interval of at least 30 minutes.

8.3 **Short time:** Every employer who, owing to insufficient work, requires an employee to work short time, shall notify the Council of such decision after agreement with his employees to work short time.

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

9.1 Public Holidays shall be as defined in the Public Holidays Act, 1994.

9.2 An employee who has worked 48 weeks in any one year and for whom holiday fund contributions have been paid shall be entitled to 15 fully paid working days' leave per annum.

9.3 The annual leave period shall be for four calendar weeks, which shall commence on the Friday immediately before 16 December, or such day as the Council may determine, but not later than 16 December.

9.4 No employer shall require an employee to perform and no employee shall perform any work in the Industry during the holiday period prescribed in clause 9.3 hereof, without the permission of the Council being obtained.

9.5 Notwithstanding the provisions of clause 9.4 hereof, an employer and his employees may agree to work for a maximum period of two weeks during the annual leave period at normal rate plus contributions: Provided that no work shall be performed during the weeks in which Christmas Day and New Year's Day fall.

10. TERMINATION OF SERVICE

10.1 Whenever an employer or an employee intends terminating a contract of employment—

10.1.1 during the first 65 working days of employment, no period of notice of termination of employment shall be required;

10.1.2 after the first 65 working days of employment, up to and including 24 months of employment, he, shall give to the other party five working days' notice of termination of such contract of employment;

10.1.3 after 24 months of employment, up to and including 60 months of employment, he shall give the other party 10 working days' notice of termination of such contract of employment;

10.1.4 after 60 months of employment, he shall give the other party 20 working days' notice of termination of such contract of employment.

10.2 Notwithstanding the above provisions, the parties may enter into a written contract which provides for a period of notice which is longer than the periods stipulated above.

10.3 Notice of termination of service shall be given in writing.

10.4 The provisions of this clause shall not affect the right of an employer or any employee to terminate the contract without notice for any cause recognised by law as sufficient and shall not affect the operation of any forfeiture or penalty which by law may be applicable in respect of an employee who deserts.

10.5 An employer shall, upon termination of a contract of employment where the employee's employment exceeded 65 working days, furnish the employee with a certificate of service giving the full names of the employer and the employee, the occupation of the employee, the data of commencement and the date of termination of the contract and the wage of the employee as at the date of such termination.

10.6 Both the employer and the employee shall have the right to pay the other party the appropriate remuneration in lieu of the prescribed notice period.

11. STORAGE OF TOOLS

11.1 On all work sites and workshops where the duration of the work is in excess of 12 calendar weeks, the employer shall—

11.1.1 provide a lock-up for locking up the employee's tools at all times;

11.1.2 be responsible for keeping lock-ups properly and/or securely locked at all times;

11.1.3 be responsible for insuring the tools of an employee against loss by fire.

11.2 Notwithstanding the period referred to in clause 11.1 hereof, the employer shall be responsible for the safekeeping of the employee's tools.

12. AGENTS

12.1 The Council shall appoint agents to assist in giving effect to this Agreement and shall furnish every such agent with a certificate signed by the Secretary or an authorised official.

12.2 Before carrying out any investigation in terms of this Agreement, the agent shall, where practical, inform the employer or a responsible person in the employ of the employer of his intentions.

12.3 Every person upon whom the provisions of this Agreement are binding shall assist the agent to the best of his ability to enable the agent to carry out the above provisions.

13. REGISTRATION OF EMPLOYERS

13.1 Every employer in the Industry who—

13.1.1 is not registered at the date of commencement of this Agreement, shall register with the Council within one month from such date;

13.1.2 commences operation subsequent to the commencement of this Agreement, shall register with the Council within one month from such commencement.

13.2 Every employer required to register with the Council shall provide the Secretary with the following particulars, on the prescribed form:

(a) Full name and identity number;

(b) trading name;

(c) business address;

(d) residential address;

(e) the trade or trades which he is carrying on in the Industry.

13.3 Where an employer is carrying on business as a partnership, company or close corporation, the information in accordance with clause 13.2 hereof shall be furnished in respect of each partner, director or member, respectively.

13.4 Every registered employer shall notify the Council in writing of any change in the particulars referred to in clause 13.2 hereof, within 14 days of such change.

13.5 Any registered employer who intends to cease operating as such is required to notify the Secretary of the Council in writing at least 14 days prior to the date on which he intends such cessation.

13.6 Every employer in the Industry shall, together with his application for registration, lodge with the Council a guarantee in a form acceptable to the Council to cover the following payment in respect of his employees:

13.6.1 Where the employer pays his employees on a weekly basis, the guarantee shall cover two weeks' wages as prescribed in clause 4 of this chapter and two weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall not be less than R1 000;

13.6.2 where an employer pays his employees bi-weekly, the guarantee shall cover three weeks' wages as prescribed in clause 4 of this chapter and three weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R1 000;

13.6.3. where an employer pays his employees on a monthly basis, the guarantee shall cover five weeks' wages as prescribed in clause 4 of this chapter and five weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R2 000;

13.6.4.1 In the event of any employer increasing the number of his employees at any time after the amount of his guarantee has been assessed by the Council, such employer shall, within 21 days of the date on which the Council notifies such employer, or within such further period as may be allowed by the Council, increase the amount re-assessed by the Council, in accordance with the provisions of clause 13.6.1 hereof, in relation to the increased number of employees.

13.6.4.2 The Council shall likewise permit an employer to reduce the amount of his guarantee where a reduction in the number of employees employed by such employer warrants a reduction: Provided that no such reduction shall be permitted by the Council unless such employer has applied to the Council, in writing, for the amount of such guarantee to be reduced.

13.6.4.3 No increase or reduction of the amount of any guarantee in accordance with the provisions of clauses 13.6.4.1 and 13.6.4.2 shall be required or permitted at intervals of less than six months.

13.6.4.4 This clause shall not apply to a member of the employers' organisation which is a party to this Agreement which provides insurance guarantees.

13.7 Where an employer has lodged a guarantee and has for a period of at least 12 consecutive calendar months not complied with the provisions of clause 2 of Chapter 5, such guarantee shall become forfeited to the general funds of the Council and his registration as an employer shall be cancelled after notification thereof by the Council by registered letter sent to his last known address: Provided that the Council shall at any subsequent date, on application by such employer supported by proof substantiating his claim and proof that he has complied with all the provisions of the Agreement, as may be required by the Council, refund to such employer such guarantee together with interest accrued thereon at the rate as determined by the Council from time to time.

13.8 The Council shall be entitled to utilise any guarantee lodged by an employer, in whole or in part, to pay any amount which may be due to the Council by such employer in respect of allowances, contributions or wages which may be due to any one or more employees employed by such employer, where the Council is satisfied that such allowances, contributions or wages are due and payable to the employees concerned.

13.9 Employers may through their organisations take out an insurance policy in order to obtain the cover as envisaged in clause 13.6.1.

14. LABOUR-ONLY CONTRACTORS

14.1 No labour-only contractor shall undertake work in the building industry in terms of a labour-only contract unless he is registered with the Council as an employer or, if he is not an employer, as if he were an employer.

14.2 Contractors shall award work to labour-only contractors only if proof of registration with the Council can be provided and compliance with the Council's Agreement is verified by the Council. Contractors shall not be responsible for claims by the employees of labour-only contractors, if the contractor has fulfilled this condition.

14.3 Contractors who fail to comply with the provisions of clause 14.2 shall, however be held responsible only for the payment of wages and contributions of the employees of the unregistered labour-only contractor if such labour only contractor is unable to fulfill his obligations in terms of this Agreement.

15. NOTICEBOARD

Every employer shall wherever building operations are being carried out by him which are of more than one month's duration, display in a conspicuous place accessible to the public, a noticeboard of a size not less than 60 cm by 45 cm showing the business name and business address of such employer: Provided that where more than one employer operates on a site, the above particulars of all such employers may be shown on one combined noticeboard.

16. EXHIBITION OF AGREEMENT

Every employer shall exhibit a legible copy of this Agreement on every job site of more than six months' duration and at the ordinary place of business, in a conspicuous position, easily accessible to all his employees.

17. WET-WEATHER SHELTER

17.1 At any site where building operations are being conducted, employers shall provide suitable accommodation—

17.1.1 to serve as a shelter for employees during wet weather;

17.1.2 to serve as a change-room: Provided that this provision shall not apply on sites where less than 25 employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit accommodation of a change-room.

18. REFRESHMENT INTERVAL

All employees shall be entitled to a refreshment interval of 20 minutes' duration per day to be taken by arrangement between employer and employee, which shall be deemed to be time worked. Suitable amenities for the purpose of preparing refreshments shall be provided by the employer.

19. EXEMPTIONS

19.1 Subject to the proviso to section 51 (3) of the Act, the Council may, for reasons which it may deem sufficient, grant exemptions to any person or persons from any of the provisions of this Agreement in writing.

19.2 A certificate of exemption under the signature of the Secretary or an authorised person shall be issued to every person exempted.

19.3 A certificate of exemption shall state the conditions on which such exemption is granted, the period of such exemption and the area to which it shall apply.

19.4 A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason therefor: Provided that written notice of 10 working days has been given to the person exempted.

20. RIGHTS OF TRADE UNION OFFICIALS

Officials of the trade unions which are parties to this Council shall in the ordinary course of their duties have access to building sites and workshops during working hours for the purpose of discussing recruitment and trade union membership with the employees working on the site: Provided that trade union officials shall not be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative: Provided further that such permission shall not be unreasonably withheld.

21. EMPLOYEE PARTIES LEVY

21.1 An amount of R2,50 per week shall be deducted from the wages of all general workers and R3,70 from the wages of all other employees who have worked for an employer for not less than three full days during the week.

21.2 Amounts deducted in terms of clause 21.1 hereof shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a trust account.

21.3 The amount standing to the credit of the employee shall be paid to him by the Council by not later than the commencement date of the annual leave period each year, less any amount authorised by the employee to be paid in respect of subscriptions to a trade union that is a party to the Council.

21.4 The Council may in its discretion include the amount referred to in clause 21.1 hereof in any contribution which it may from time to time introduce.

21.5 Any employee not belonging to any of the trade unions that are parties to the Council may request to be exempted from the provision in clause 21.1.

22. EMPLOYER PARTY LEVY

22.1 Every employer who is a member of the employer's organisation which is a party to this Agreement, shall, in respect of every employee employed by him, pay to the Council the amount prescribed in the constitution of the employers' organisation.

22.2 The Council shall, on a monthly basis, pay over to the employers' organisation referred to above the amounts collected by it in terms of this clause.

23. PROHIBITION OF STRIKES OR LOCKOUTS

No party to this Agreement shall instigate a strike or incite any employee to take part in or to continue to strike, or take part in a strike or in the continuation of a strike; and no party to this Agreement shall instigate a lockout or incite any party to this Agreement to take part in or to continue a lockout, or take part in a lockout or in the continuation of a lockout during the period of the currency of this Agreement, or extended period of the Agreement, which is binding on the parties to the Agreement who are or would be concerned in the strike, or lockout, and any provision of which deals with the matter giving occasion for the strike or lockout.

24. PROHIBITION OF DISPUTES AND DEADLOCKS

The parties to this Agreement bind themselves not to declare a dispute or deadlock against other parties to the Agreement on any of the conditions contained in this Agreement during the currency of the Agreement or extended period to the Agreement. Similarly, the parties to the Agreement bind themselves not to declare a dispute or deadlock against any other party to the Agreement, during the currency of the Agreement or extended period of the Agreement, concerning issues and items that form demands for negotiation between the parties to the Agreement and which pertain to inclusion in a future Agreement.

25. PROHIBITION OF TWO-TIER BARGAINING

The parties to this Agreement bind themselves not to attempt to renegotiate any of the conditions contained in this Agreement at company or plant level, irrespective of whether there is a valid recognition agreement in force between a union party and a member of one of the employer parties or not, during the currency of this Agreement or subsequent period of extension, unless the employer party member voluntarily agrees to waive this prohibition.

26. GENERAL

26.1 No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits less favourable to him than the treatment or benefits prescribed in this Agreement or any other agreement, nor shall it effect any waiver by any employee of the application to him of any provision of this Agreement or any other agreement. Any such agreement shall be void.

26.2 Every provision or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

27. SAFETY PROVISIONS

Every employer and every employee shall comply with the provisions of the Occupational Health and Safety Act, 1993, and the regulations made thereunder.

28. PROCEDURAL GUIDELINES

Procedural guidelines in respect of—

- (a) retrenchment;
- (b) the handling of grievances; and
- (c) disciplinary action,

are available at the offices of the Building Industry Council (Transvaal) to assist employers and employees in this regard.

29. PRODUCTIVITY GUIDELINES

Productivity guidelines shall be issued by the Council from time to time.

30. DISPUTE RESOLUTION LEVY

30.1 Every employer in the Building Industry shall, in respect of every employee employed by him, pay to the Council an amount, as prescribed in Chapter 5 of this Agreement, for the maintenance of a Dispute Resolution System, as required by the Labour Relations Act, 1995 (Act No. 66 of 1995).

30.2 An amount, as prescribed in Chapter 5 of this Agreement, shall be deducted from the wages of every employee employed in the Building Industry and paid over to the Council by his employer, for the maintenance of a Dispute Resolution System, as required by the Labour Relations Act, 1995 (Act No. 66 of 1995).

CHAPTER 2

CLASSIFICATION AND DEFINITION OF TASKS

1. SPECIFIED SKILLS

1.1 Specified skills and learner specified skills employees may perform any one or more of the following operations in the specified skills listed below:

- 1.1.1 **Blocklaying:** Laying blocks as defined; taking levels, plumbing angles, placing in position door jambs and window frames, setting up profiles or jigs.
- 1.1.2 **Paving:** Laying paving blocks, paving bricks and slabs, setting out, determining levels and falls.
- 1.1.3 **Formwork erection:** Assembling and erecting formwork of wood and steel for walls, columns, beams and slabs.
- 1.1.4 **Scaffold erection:** Marking out, erecting and levelling all forms of scaffolding.
- 1.1.5 **Stock bricklayer:** Laying stock bricks to a profile or jig, but excluding setting up profiles, jigs, door frames and window frames, checking the plumbing and levelling of door frames and window frames during construction of adjoining work.
- 1.1.6 **Concrete floating:** Determining levels and falls, floating and finishing concrete by hand or machine.
- 1.1.7 **Plant operating:** Operating cranes, earthmoving equipment or similar equipment, operating electrical or mechanical machines such as concrete mixers, saws, edge cutters/grinders, polishers and sandblasting and letter-cutting machines, operating jib hoists, driving vehicles, mechanical dumpers and tractors, operating woodworking machines and sprayguns, toolmaking (mason's trade).
- 1.1.8 **Roof tiling/slating:** Marking out, fitting, cutting and/or fixing roof tiles and ridging concrete/terracotta, asbestos or slate.
- 1.1.9 **Roof sheeting:** Marking out, fitting, cutting and/or fixing metal roof sheeting and ridging and/or metal files and ridging.

- 1.1.10 *Joinery assembling*: Assembling and fitting all joinery components.
- 1.1.11 *Aluminium assembling and welding*: In factory or workshop assembling, fixing and welding aluminium windows, shopfronts, doors, door frames, counters, shower cubicles, verandah enclosures and awnings, including glazing and fixing aluminium components on site.
- 1.1.12 *Ceiling fixing*: Erection and installation of patented suspended ceilings systems.
- 1.1.13 *Partition erection*: Erection and installation of aluminium and dry-wall partitioning systems complete with doors and locks but excluding purpose-made partitions.
- 1.1.14 *Prefabricated cupboard installation*: Erection and installation of prefabricated cupboards and cabinets in steel and wood.
- 1.1.15 *Plastering assistance (assistant to plasterer)*: Bagging, one-coat plastering walls and ceilings, excluding columns, domes, beams, piers and arches screeding concrete floors, excluding steps and thresholds.
- 1.1.16 *Tiling assistance (assistant tiler)*: Screeding floors, laying floor tiles, including cutting and jointing fixing wall tiles to plastered wall with adhesives; including cutting, but excluding reveals, sills, columns and piers.
- 1.1.17 *Waterproofing assistance (assistant to waterproofer)*: Waterproofing and dampproofing all horizontal/sloping and vertical surfaces, including tanking with all types of roofing membranes, sheets and lacquer or semilacquer mastic coatings.
- 1.1.18 *Gutter fixing*: Fixing metal, PVC or asbestos gutters and downpipes, marking out and fixing underflashing or stepflashing.
- 1.1.19 *Asphalting*: Application of asphalting to all surfaces.
- 1.1.20 *Painting assistance (assistant to painter)*: Applying primers and undercoats to all surfaces, applying final coats to wall and ceilings with a roller, including cutting in the painted panels by brush.
- 1.1.21 *Applications*: Setting out, mixing and applying all types of special wall coverings and/or textured coating.
- 1.1.22 *Domestic glazing*: Fitting and facing ordinary and beaded frames in both steel and timber.
- 1.1.23 *Carpet fitting*: Setting out and marking out, cutting, laying and/or stretching and jointing all types of carpets.
- 1.1.24 *Resilient floor laying*: Setting out and marking out, laying and fixing floors of wood, mosaic, composite rubber or any other material, fixing all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, Malthoid, asphalt tiles or asphalt based material, cork, rubber vinyl and plastic compositions.
- 1.1.25 *Plumbing assistance (assistant to plumber)*: Assembling and fixing cast iron, steel, PVC, copper and plastic pipes and fittings to walls and floors, fixing sanitary fixtures and fittings, including geysors, to walls.
- 1.1.26 *Drainlaying assistance (assistant to drainlayer)*: Laying PVC, pitch fibre, earthenware, cast iron and concrete pipes, fixing gullies, grease traps and similar fittings.
- 1.1.27 *Pre-cast wall and fence erection*: Setting out, installation and plumbing of precast walls and fences, including installation of doors and gates.
- 1.1.28 *Memorial stone fixing*: Setting out, determining levels, laying foundations; fixing and dismantling memorial stones, driving vehicles, operating lifting equipment.

In the event of a difference of opinion on the interpretation of the above definitions, the Council shall give a ruling which shall be final and binding.

2. NON-DESIGNATED TRADES (ARTISAN TRADES)

2.1 An artisan or trainee artisan may perform any one or more of the following operations in the trades which are parts of a designated trade as listed hereunder:

- 2.1.1 *Bricklayer*: Setting out, laying stock and face bricks in foundations and superstructures, building in door frames and window frames; plumbing angles, setting-up profiles and jigs, but excluding the building of arches, piers, copings, and sills and decorative brickwork.
- 2.1.2 *Construction carpentry*: Setting out, interpreting drawings and determining levels, constructing and erecting all types of formwork, setting out and constructing and erecting shoring.
- 2.1.3 *Finishing carpentry*: Setting out, interpreting drawings and determining levels, hanging doors, fitting locks, manufacturing and fixing cupboards, cabinets, wall panelling, suspended wooden floors and partitions, fixing skirtings and mouldings.
- 2.1.4 *Roofing carpentry*: Setting out, interpreting drawings and marking out, determining levels, making, fixing and erecting timber truss templates and trusses, hips and valleys, making up and fitting flashing, supervising the fitting, cutting and/or fixing of roof tiles, roof sheeting and ridging concrete, asbestos, slate and metal or similar material.
- 2.1.5 *Ceiling and partition erection*: Setting out, interpreting drawings and determining levels, erecting all types of partitions and ceilings, including hanging doors and fitting locks.

- 2.1.6 *Painting*: Interpreting drawings and painting schedules, applying all coats and paint, varnish, stain and lacquers or similar material to all surfaces, mixing and matching colours.
- 2.1.7 *Glazing (patent)*: Setting out, interpreting drawings and marking out, fitting and glazing ordinary and beaded frames in both steel and timber, fitting and glazing steel, wood and aluminium components with various types of glass, using conventional and patented glazing methods, sealing with silicone, polysulphide and similar products.
- 2.1.8 *Waterproofing*: Interpreting drawings, setting out, supervising and executing all waterproofing and damp-proofing operations, including tanking.
- 2.1.9 *Wood machining*: Setting out, interpreting drawings, setting up and operating circular saw punches, radial arm saws, chain saws, jig saws, planing, moulding, morticing, tenoning and sanding machines, operating wood turning machines, developing and sharpening moulding cutters, setting up and operating grinding cutters, profiling and sharpening equipment, making and using templates and jigs.
- 2.1.10 *Drainlaying*: Setting out, interpreting drawings and determining levels, marking out, laying drains to falls, concrete encasement, testing, building manholes, benching and shoring, supervising other categories of employees.
- 2.1.11 *Plumbing*: Setting out, interpreting drawings, marking out, determining levels, supervising other categories of employees, sheet metal work, installation of all types of pipes and fittings for hot or cold water systems, including waste pipes, installation of sanitary fixtures and fittings, including geysers and valves.
- 2.1.12 *Plastering*: Setting out, marking out and interpreting drawings, one and two-coat plastering to all surfaces, screeding all surfaces, including granolithic finishing.
- 2.1.13 *Banker masonry*: Setting out, marking out, interpreting drawings, cutting, surfacing and profiling stone, making templates, supervising the fixing of memorial stone.
- 2.1.14 *Wallpaper hanging*: Interpreting drawings, marking out, applying all types of wallpaper, including cutting and trimming.
- 2.1.15 *General artisan*: An employee who is permitted to execute the defined task of two or more of the non-designated trades.
- 2.1.16 *Reinforcing steel fixing*: Setting out, interpreting bending schedules and reinforcing layouts, supervising the placing and fixing of all classes of steel reinforcing and mesh.
- 2.1.17 *Masonry fixing*: Marking out, setting out, interpreting drawings, determining levels, setting up, fixing and dismantling natural and reconstructed stone.
- 2.1.18 *Letter cutting/stone decoration*: Setting out, marking out, cutting all types of letters and embellishments, supervising all other categories of employees.

3. DESIGNATED TRADES (CRAFTSMAN TRADES)

3.1 A craftsman or apprentice may perform one or more of the following operations in the designated trades listed below:

- 3.1.1 *Bricklaying*: Setting out, determining levels, interpreting drawings, laying stock and face bricks in all types of bonding in foundations and super structures, constructing lintels, paving in mortar, decorative brickwork, building all types of arches, piers, copings and sills, setting up and building in window frames and door frames, plumbing angles, setting up profiles or jigs.
- 3.1.2 *Carpentry*: Setting out, interpreting drawings, determining levels, constructing and erecting all types of form-work, setting out, constructing and erecting shoring, setting out and fixing re-inforcing, interpreting beading schedules and re-inforcing layouts, constructing moulds for pre-cast units, hanging doors, fitting locks, manufacturing and fixing cabinets, cupboards, wall panelling, suspended wooden floors and partitions, fixing skirtings and mouldings, making, fixing and erecting timber truss templates and trusses, hips and valleys, making up and fitting flashing, fitting, cutting and/or fixing roof tiles and ridging concrete, asbestos, slate or similar material, fitting, cutting and/or fixing metal roof tiles or roof sheeting and ridging, erecting all types of partitions and ceilings.
- 3.1.3 *Joinery and woodmachining*: Setting out, interpreting drawings, fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling, operating all wood-working machines, fixing locks and ironmongery.
- 3.1.4 *Shopfitting*: Setting out, interpreting drawings, fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling, operating all woodworking machines, fixing locks and ironmongery, gas or arc welding, folding and bending, fabricating and installing window frames, door frames, doors, windows, shopfronts, partitions and curtain walling in aluminium and other metals.
- 3.1.5 *Plastering and tiling*: Setting out, interpreting drawings and determining levels, screeding floors, steps and thresholds, rendering granolithic finishes to floors, steps and thresholds, constructing in situ mouldings, laying paving blocks, paving bricks and slabs, one and two-coat plastering to all surfaces, applying and finishing polished terrazzo to walls, floors and staircases, applying decorative plastering, laying all kinds of wall and floor tiles to all types of surfaces, fixing mosaic to all types of surfaces.

- 3.1.6 *Plumbing and drainlaying*: Marking out and setting out, determining levels, interpreting drawings, supervising other categories of employees, sheet metalwork, installing all types of pipes and fittings for hot and cold water systems, including waste pipes, installing sanitary fixtures and fittings, including geysers and valves, laying drains to falls, concrete encasement, testing, building manholes, benching and shoring.
- 3.1.7 *Painting and decorating*: Setting out, interpreting drawings and painting schedules, supervising all categories of employees, applying paints, varnishes and stains to all surfaces, applying paints by spraygun, fixing and matching colours, applying decorative finishing such as marbling and graining, stenciling, French polishing, stippling, wall paper hanging, domestic glazing.

CHAPTER 3

MASS MANUFACTURING

1. GENERAL

1.1 The provisions of this Chapter shall be complied with by all employers and employees engaged in the Mass-Manufacturing Section of the Building Industry.

1.2 The provisions of Chapters 1, 2, 5, 6 and 7 of this Agreement shall *mutatis mutandis* apply to this Chapter. Where the provisions of those chapters are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

Any term used in this Chapter which is not defined herein but is defined in Chapters 1 and 2 of this Agreement, shall have the same meaning as in that Chapter; furthermore—

"artisan (joiner) (mass manufacturing)" means an employee who is registered as such, who has complied with the requirements of clause 6.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

Marking and setting out, manufacturing, assembling, planning and finishing woodwork;

"artisan (wood machinist) (mass manufacturing)" means an employee who is registered as such who has complied with the requirements of clause 6.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Supervising machine operators and manufacturing workers;
- (2) the mechanical assembly, including setting up, removing, replacing and adjusting, of cutting blades, and preparation for use of any one or more of the following machines:
 - (a) Spindles (upright and moulding);
 - (b) cutter moulding machines;
 - (c) planers;
 - (d) thicknessers;
 - (e) tenoning machines;
 - (f) four-siders; and
 - (g) morticers and gang morticers;
- (3) attending, operating, starting and stopping any power-driven machine;

"built-in" means any process whereby an article is, or is intended to be, structurally integrated or otherwise incorporated into a building permanently in such a manner that it loses its own separate identity and character and becomes part of the fabric of the building;

"craftsman (mass manufacturing)" means an employee who is registered as such and who has complied with the requirements of clause 6.1.1 of Chapter 1;

"manufacturing worker (mass manufacturing)" means an employee who under supervision performs any one or more of the following activities:

- (1) Attending, operating, starting and stopping any one or more of the following machines, but excluding setting up or making adjustments to such machines other than preselected adjustments which form part of the operation of the machines:
 - (a) Double or treble-drum or wide-belt sanding machines;
 - (b) panel or door sanding machines;
 - (c) sliding belt sanding machines;
 - (d) cross-cut saws;
 - (e) morticers and gang morticers;

(2) feeding materials to and drawing materials from power-driven mechanically-fed woodworking machines;

(3) under supervision one or more of the following:

- (a) Framing up and securing butt-jointed material and assembling manufactured components in jigs or cramps;
- (b) clamping or cramping doors and sashes;
- (c) operating automatic or manual presses;
- (d) placing and fixing in position windows or door-frames in panel apertures;
- (e) assembling ceiling and floor panels to jigs;
- (f) fixing backs to fittings;
- (g) nailing up drawers and trays (including bottoms);
- (h) sanding timber with portable sanders;
- (i) drilling holes in timber, using portable power tools;
- (j) cutting and trimming wedges;
- (k) application of the priming coat of paint or first coat of paint on all unpainted surfaces;

"Mass-Manufacturing Section of the Building Industry" means, subject to the provisions of any Demarcation Determination in terms of section 76 of the Act, that Section of the Building Industry as defined in clause 3 of Chapter 1 of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of such articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any metal and or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of buildings or structures and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops;

"off-site workshop" means any premises that are not situated on a site where building construction activities are being carried out, and which are registered or are liable to registration as a "factory" in terms of provisions of the Machinery and Occupational Safety Act, 1983;

"specified skills joiner assembler (mass manufacturing)" means an employee registered as such, who has complied with the requirements of clause 6.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Operating a portable router, morticer, planer or skill-saw to a jig;
- (2) cutting glass, face-putty work and removing and refixing beads;
- (3) morticing, jig tenoning, jig assembling and nailing selflocating and pinned door-frames, window frames, sashes and doors;
- (4) attaching hinges, stays and fasteners, using jigs, attaching sashes and louvres to frames and cutting and pinning glazing beads;

"specified skills machine operator (mass manufacturing)" means an employee registered as such, who has complied with the requirements of clause 6.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Supervising manufacturing workers;
- (2) attending, operating, starting, stopping, setting up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (a) Broom handle machines;
 - (b) circular saws;
 - (c) band re-saws;
 - (d) end-and-edge-trimming machines;
 - (e) all wood block and mosaic floor machines;
 - (f) spindles;
 - (g) cutter moulding machines;
 - (h) planners;
 - (i) thicknessers;
 - (j) tenoning machines;
 - (k) four-siders; and
 - (l) morticers and gang morticers;

"wood" means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component.

3. WORKING DAYS AND HOURS OF WORK

3.1 The ordinary hours of work which shall be observed by all employers and employees shall be—

- 3.1.1 in the case of an employee who is required to work a six-day week, not more than 46 hours in any week from Monday to Saturday, inclusive, calculated at not more than eight hours per day from Monday to Friday and six hours on a Saturday;
- 3.1.2 in the case of an employee who works a five-day week, not more than 46 hours in any week from Monday to Friday, inclusive, calculated at not more than 9,2 hours per day.

CHAPTER 4

DIMENSIONAL STONE INDUSTRY

1. GENERAL

1.1 The provisions of this chapter shall be complied with by all employers in the Dimensional Stone Industry.

1.2 The provisions of Chapters 1, 2, 5, 6 and 7 shall *mutatis mutandis* apply to this chapter. Where the provisions of those chapters are inconsistent with the provisions contained in this chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

Any term used in this chapter which is not defined herein but is defined in Chapter 1 and 2 of this Agreement shall have the same meaning as in that chapter; furthermore—

"Dimensional Stone Industry" means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering monumental stonework, and includes all work executed or carried out by persons therein who are engaged in masonry, such as the preparation of stone for buildings, or other stonework, and also includes the winning of stone blocks of predetermined shapes and sizes by such methods as drilling, plugging or sawing for building, masonry and monumental purposes;

"general worker" means an employee engaged in any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definitions of "skilled employee" and "semi-skilled employee" as defined in Chapter 1 and shall also include the following employees:

- (a) Despatch worker;
- (b) erection assistant to fixer;
- (c) workshop helper: maintenance;
- (d) stone attendant; and
- (e) jackhammer/hand drill operator;

"grade 1 employee" means any one of the following categories of employee:

- (a) Hand crane (elementary type) operator;
- (b) sandblaster;
- (c) workshop assistant;
- (d) export crating employee;
- (e) operator's assistant;

"grade 2 employee" means any one of the following categories of employee:

- (a) Hand polisher;
- (b) portable polishing machine operator;
- (c) side/edge polishing machine operator;
- (d) Spekard/Jenilin polishing operator;
- (e) bench drill operator;

"grade 3 employee" means any one of the following categories of employee:

- (a) One, two or three-blade saw operator;
- (b) double-blade support saw operator;
- (c) quality controller;
- (d) profile grinder;

"grade 4 employee" means any one of the following categories of employee:

- (a) Automatic polishing machine operator;
- (b) polish block maker;

- (c) diamond block saw operator;
- (d) swing saw operator;
- (e) multiple blade saw operator;
- (f) team leader;
- (g) forklift driver;
- (h) driver of motor vehicle with code 8 licence;
- (i) flaming machine operator;
- (j) crane driver.

3. PRESCRIBED WAGES

3.1 **General:** Wages of employees shall be adjusted to either the new prescribed wage, in terms of clause 3.1.2. of this Chapter, or by the amount of the across the board increase in terms of clause 3.1.3 of this Chapter, whichever is the greater, furthermore, no employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause.

3.1.1 In order to calculate the wage rates for the various grades, the following formulas are applicable:

Grade 1 employee: General worker rate plus 20% of the difference between general worker rate and the specified skills rate.

Grade 2 employee: General worker rate plus 40% of the difference between general worker rate and the specified skills rate.

Grade 3 employee: General worker rate plus 60% of the difference between general worker rate and the specified skills rate.

Grade 4 employee: General worker rate plus 80% of the difference between general worker rate and the specified skills rate.

3.1.2 Skilled, semi-skilled and unskilled employees:

SCHEDULE

Category of employee	Wage per hour
	With effect from the date of coming into operation of this Agreement
	R
Craftsman	20,46
Artisan	15,40
Specified skills employee	9,17
Grade 1 employee	6,63
Grade 2 employee	7,27
Grade 3 employee	7,90
Grade 4 employee	8,54
General worker	6,00

3.1.3 Across the board increase:

SCHEDULE

Category of employee	Wage per hour
	R
Craftsman	1,86
Artisan	1,40
Specified skills employee	0,87
Grade 1 employee	0,65
Grade 2 employee	0,71
Grade 3 employee	0,76
Grade 4 employee	0,82
General worker	0,60

3.1.4 Employers who adjusted wages on a voluntary basis prior to the enactment of this Agreement, may deduct any such increases granted to employees after 14 October 1996 from the amounts stated in clause 3.1.3 of this Chapter.

CHAPTER 5

1. FUND CONTRIBUTIONS AND LEVIES

Notwithstanding any provisions contained in this Agreement stipulating the ordinary hours of work, the allowances and contributions referred to in clause 2 shall be calculated at 40 hours per week.

2. CONTRIBUTION AND LEVIES

2.1 Where an employee has worked for an employer for three full working days or more per week, the employer shall, in addition to any other remuneration to which such employee is entitled in terms of this Agreement, pay to the Council on behalf of the employee, contributions in respect of the wage band in which the employee's wage actually falls, as set out in the Schedule hereunder:

COLUMN: A = Holiday Fund contributions and Bonus.

B = Pension/Provident Fund contributions.

C = Medical Aid Fund contributions.

D = Benefit Fund contributions.

E = Council Levies.

F = Dispute Resolution Levy.

G = GMBA members wage guarantee.

H = Total contribution value.

SCHEDULE

EMPLOYER WEEKLY CONTRIBUTIONS

Wage band min. to max. rate per hour	A Holiday Fund and bonus	B Pension/ Provident Fund	C Medical Aid Fund	D Benefit Fund	E Council levies	F Dispute Resolution Levy	G GMBA Members Wage Guarantee	H Total value
Skilled and semi-skilled employees:								
22,00 and above.....	76,80	69,20	58,60	1,20	0,75	0,75	0,09	207,39
20,00 to 21,99.....	70,00	63,20	56,00	1,20	0,75	0,75	0,09	191,99
18,00 to 19,99.....	63,20	57,20	53,60	1,20	0,75	0,75	0,09	176,79
16,00 to 17,99.....	56,80	51,20	51,20	1,20	0,75	0,75	0,09	161,99
14,00 to 15,99.....	50,00	45,20	45,20	1,20	0,75	0,75	0,09	143,19
12,00 to 13,99.....	43,20	39,20	43,40	1,20	0,75	0,75	0,09	128,59
10,00 to 11,99.....	36,80	33,20	34,40	1,20	0,75	0,75	0,09	107,19
9,00 to 9,99.....	31,60	28,40	27,60	1,20	0,75	0,75	0,09	90,39
8,00 to 8,99.....	28,40	25,60	23,20	1,20	0,75	0,75	0,09	79,99
7,00 to 7,99.....	25,20	22,40	17,80	1,20	0,75	0,40	0,09	67,84
6,00 to 6,99.....	21,60	19,60	17,00	1,20	0,75	0,40	0,09	60,64
General worker (including medical aid):								
6,00 and above.....	21,60	19,60	17,00	0,40	0,15	0,40	0,09	59,24
5,00 to 5,99.....	18,40	16,40	16,20	0,40	0,15	0,40	0,09	52,04
4,50 to 4,99.....	16,00	14,40	15,40	0,40	0,15	0,40	0,09	46,84
General worker (excluding medical aid):								
6,00 and above.....	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,00 to 5,99.....	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
4,50 to 4,99.....	16,00	14,40	—	0,40	0,15	0,40	0,09	31,44
New general worker:								
4,59 and above.....	—	—	—	—	0,15	0,40	0,09	0,64

2.2 Every employer shall deduct weekly from the remuneration of an employee, whose actual wage rate falls in any of the undermentioned wage bands and who has worked for three full working days or more during any week, the amounts as set out in the Schedule hereunder, which shall be the employee's contributions to the Pension Fund, Medical Aid Fund, Council Levy, Benefit Fund and Tool Insurance Fund.

COLUMN: A = Pension/Provident Fund contributions.

B = Medical Aid Fund contributions.

C = Tool Insurance Fund contributions.

D = Council Levies.

E = Dispute Resolution Levy.

F = Employee Parties Levy.

G = Total deductions.

SCHEDULE

EMPLOYEE'S WEEKLY CONTRIBUTIONS

Wage band min. to max. rate per hour	A Pension/ Provident Fund	B Medical Aid Fund	C Tool Insurance Fund	D Council levies	E Dispute Resolution Levy	F Employee Parties Levy Fund	G Total value
Skilled and semi-skilled employees:							
22,00 and above	69,20	58,60	0,46	0,75	0,75	3,70	133,46
20,00 and 21,99	63,20	56,00	0,46	0,75	0,75	3,70	124,86
18,00 to 19,99	57,20	53,60	0,46	0,75	0,75	3,70	116,46
16,00 to 17,99	51,20	51,20	0,46	0,75	0,75	3,70	108,06
14,00 to 15,99	45,20	45,20	0,46	0,75	0,75	3,70	96,06
12,00 to 13,99	39,20	43,40	0,46	0,75	0,75	3,70	88,26
10,00 to 11,99	33,20	34,40	0,46	0,75	0,75	3,70	73,26
9,00 to 9,99	28,40	27,60	0,46	0,75	0,75	3,70	61,66
8,00 to 8,99	25,60	23,20	0,46	0,75	0,75	3,70	54,46
7,00 to 7,99	22,40	17,80	0,46	0,75	0,40	3,70	45,51
6,00 to 6,99	19,60	17,00	0,46	0,75	0,40	3,70	41,91
General worker (including medical aid):							
6,00 and above	19,60	17,00	—	0,15	0,40	2,50	39,65
5,00 to 5,99	16,40	16,20	—	0,15	0,40	2,50	35,65
4,50 to 4,99	14,40	15,40	—	0,15	0,40	2,50	32,85
General worker (excluding medical aid):							
6,00 and above	19,60	—	—	0,15	0,40	2,50	22,65
5,00 to 5,99	16,40	—	—	0,15	0,40	2,50	19,45
4,50 to 4,99	14,40	—	—	0,15	0,40	2,50	17,45
New general worker:							
4,59 and above	—	—	—	0,15	0,40	2,50	3,05

2.3 In addition to deductions referred to in clause 2.2 hereof, the employer shall, in the case of an employee who has worked for three full working days or more but less than five full working days in any week, deduct the contributions as reflected in the schedule hereunder in respect of every hour such employee has worked for less than 40 hours per week:

SCHEDULE

Wage band min. to max. rate per hour	Deductions per hour
Skilled and semi-skilled employees:	
22,00 and above	5,145
20,00 to 21,00	4,76
18,00 to 19,99	4,38
16,00 to 17,99	4,01
14,00 to 15,99	3,54
12,00 to 13,99	3,175
10,00 to 11,99	2,64
9,00 to 9,99	2,22

Wage band min. to max. rate per hour	Deductions per hour
8,00 to 8,99	1,96
7,00 to 7,99	1,655
6,00 to 6,99	1,485
General worker (including medical aid):	
6,00 and above.....	1,465
5,00 to 5,99	1,285
4,50 to 4,99	1,155
General worker (excluding medical aid):	
6,00 and above.....	1,04
5,00 to 5,99	0,88
4,50 to 4,99	0,77

2.3.1 The deductions referred to in clause 2.3 hereof shall be made only if the employee has been absent from work without consent of where short time is worked in terms of clause 8.3 of Chapter 1.

2.4 The contributions and the levies referred to in clause 2.1 hereof and the deductions made in terms of clause 2.2 hereof shall be paid by the employer to the Council on a weekly basis unless exemption has been obtained from the Council to pay over the amounts referred to at intervals greater than once a week.

2.5 Any employer who has failed to comply with the provisions of clause 2.2 and 2.3 hereof shall nevertheless be liable to pay over to the Council the amounts which should have been so deducted.

3. SPECIAL PROVISIONS

3.1 No employee for whom wages are prescribed in this Agreement who has worked for three full working days or more per week may agree or enter into an agreement with an employer that the contributions and/or deductions referred to in clause 2 either be paid directly to the employee or that the said amounts not be paid to the Council.

3.2 An employer and his general foremen and foremen may agree in writing not to comply with the provisions of clause 2 of this Chapter. The employer shall notify the Council of such agreement within a period of seven days from the date thereof.

3.3 An employer who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timeously shall pay interest at the rate prescribed in terms of the Prescribed Rate of Interest Act, 1975, on the value of such contributions, calculated from the date on which the contributions should have been paid to the Council up to and including the date actually paid.

3.4 Notwithstanding the fact that a specific contribution has been paid for an employee, such employee shall only be entitled to the benefits prescribed by the rules of the various Funds to the value of the contribution actually paid to the Council on his behalf.

4. HOLIDAY FUND REGISTRATION

4.1 Application for Holiday Fund Registration shall be made to the Council by every employee on whom the provisions of this Agreement are binding within 20 days of accepting employment in the Industry.

4.2 The Secretary shall maintain an alphabetical and numerical register of all Holiday Fund Registration and allocate a specific number in respect of each applicant. The said register shall provide the following information in respect of each employee on whom the provisions of this Agreement are binding:

- (a) Full name;
- (b) date of birth;
- (c) identity number;
- (d) trade or occupation;
- (e) gender; and
- (f) Holiday Fund number allocated by the Fund.

4.3 The closing date in respect of contributions for any particular year shall be the second Friday in October.

4.4 Every employer on whom the provisions of this Agreement are binding shall, when making payment to the Council in respect of allowances and/or contributions, recorded the employee's Holiday Fund number and identity number.

CHAPTER 6**FUNDS****1. ESTABLISHMENT AND CONTINUATION OF THE FUNDS**

1.1 The following Funds are hereby continued:

- (a) The Transvaal Holiday Fund for the Building Industry, established under Government Notices Nos. 2688 of 21 November 1952 and R. 956 of 13 June 1969, as amended and extended;
- (b) the Benefit Fund for the Building Industry (Transvaal), established under Government Notices Nos. 2828 of 5 December 1952 and R. 3971 of 19 December 1969, as amended and extended;
- (c) the Building Industry Medical Aid Fund (Transvaal), established under Government Notice No. R. 1164 of 20 July 1962, as amended and extended;
- (d) the Tool Insurance Fund for the Building Industry (Transvaal), established under Government Notice No. R. 202 of 16 February 1959, as amended and extended.

2. ADMINISTRATION OF THE FUNDS

2.1 The various Funds shall be administered by the Management Committee appointed by the Council, which shall consist of equal representation from trade unions and employers' organisations that are parties to the Council. The provisions of the Council's constitution relating to the election of a chairman and a vice-chairman, their period of office and the calling and conducting of meetings of the Council and the right of alternates to take the place of representatives shall *mutatis mutandis* apply in the case of the Management Committee.

2.2 The funds shall be administered in accordance with rules prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act, or any other law and shall, *inter alia*, prescribe—

2.2.1 the Funds' benefits and the qualifications attached thereto;

2.2.2 the procedure for lodging and payment of claims;

2.2.3 any other matters which the Council may decide.

2.3 The Council may at any time make new rules, or alter or repeal any existing rules, and particulars of all amendments thereto shall be lodged with the Director-General of Labour.

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

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

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

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

2.8 All expences incurred in connection with the administration of the Funds shall be charged against the Funds.

3. OPERATION OF THE FUNDS

3.1 The Funds shall consist of—

3.1.1 all contributions paid into the Funds in accordance with the provisions of clause 2 of Chapter 4;

3.1.2 all interest derived from the investment of any moneys of the Funds; and

3.1.3 all other moneys to which the Funds may become entitled.

3.2 All moneys accruing to the Funds shall be deposited to the credit of the Funds in a separate account with a registered bank or building society within three days after receipt thereof.

3.3 The money of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the Funds.

3.4 The Council may deduct from the Holiday Fund amount payable to an employee all moneys owing by such employee to any of the Funds of the Council.

3.5 In the event of the death of an employee, the amount due from the Funds shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate being lodged with the Secretary of the Funds.

3.6 All payments from the Funds shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Council as the Council may from time to time decide, and counter-signed by the Secretary or such other alternates to the Secretary as the Council may from time to time decide.

3.7 Any moneys not required to meet current payments of expenditures may not be invested other than as prescribed in terms of section 21 (3) of the Labour Relations Act, 1956.

4. AUDITING OF THE FUNDS

4.1 A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and not later than 31 March in each year prepare a statement showing—

- 4.1.1 all moneys received in terms of provisions of this Agreement;
- 4.1.2 expenditure incurred under all headings during the 12 months ending 31 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.

4.2 The audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and counter-signed by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Labour within three months of the close of the period covered by such statement and balance sheet.

5. LIQUIDATION OF THE FUNDS

5.1 Upon the expiry of this Agreement or any extension thereof, the Council in office at the time or the trustee or trustees appointed by the Registrar in terms of clause 6 of this Chapter shall continue to administer the Funds for a period of two years in order to pay out moneys due to employees and, subject to the approval of the Registrar, any moneys standing to the credit of the Funds after the said period of two years shall be forfeited and shall accrue to the general funds of the Council.

5.2 If upon the expiry of the said period of two years the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as follows:

- 5.2.1 Two-fifths to the employers' organisation represented on the Council in proportion to the number of members in good standing in terms of the Act in the organisation as at the date of liquidation;
- 5.2.2 two-fifths to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who are covered by this Agreement; and
- 5.2.3 one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

6. EXPIRY OF THE AGREEMENT

6.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 5 of this Chapter.

6.2 In the event of the Council being unable to administer and/or liquidate the Funds in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

6.4 In the event of the Council in office at the time being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council, and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.5 Upon the expiry of this Agreement, subject to the provisions of clauses 6.1 and 6.2 hereof, the Funds shall be liquidated in terms of clause 5 of this Chapter by the Council in office at the time or the trustee or trustees appointed by the Registrar.

7. SPECIAL PROVISIONS IN RESPECT OF THE FUNDS

7.1 *The Transvaal Holiday Fund for the Building Industry:*

7.1.1 All interest on moneys received in respect of the Holiday Fund shall be used to cover the administrative costs.

7.1.2 No payments shall be made from the Holiday Fund in respect of any employee before the annual leave period without authorisation of the Council.

7.1.3 Every employee for whom Holiday Fund contributions have been paid in to the Council shall, commensurate with the amount of contributions paid in, be paid his leave pay not later than the commencement date of the annual leave period each year.

7.1.4 If an employee should fail or omit to claim the value of the contribution paid to the Council in respect of leave pay within a period of 12 months from the date on which the holiday period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all late claims in respect of holiday payments.

7.1.5 Notwithstanding the provisions contained in this clause, the Council may deduct from the Holiday Fund the amount payable to an employee for his trade union subscriptions: Provided that—

- (a) the Secretary is authorised thereto in writing by the employee concerned;
- (b) the aforesaid trade union subscription amounts shall be paid by the Secretary to the trade union nominated by the employee not later than one month after such deduction has been made.

7.2 The Benefit Fund for the Building Industry (Transvaal):

7.2.1 *Objectives of the Fund:* The objectives of the Fund shall be to provide benefits to members in the case of—

- (a) inclement weather conditions;
- (b) loss of earnings as a result of sickness or accident in certain circumstances.

7.2.2 *Membership of the Fund:* All employees who are subject to the provisions of this Agreement shall be entitled to membership of the Fund.

7.2.3 *Reserves:* If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.3 The Building Industry Medical Aid Fund (Transvaal):

7.3.1 *Objectives of the Fund:* The objectives of the Fund shall be—

- (a) to assist members in regard to the costs of medical services as may be specified in the rules to be determined from time to time, and arising from any illness and/or accident;
- (b) to assist members with regard to the costs of medicines and/or medical services arising from any illness and/or accident sustained by themselves or their dependants, subject to the rules of the Fund;
- (c) to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvements and promotion of health amongst members, dependants and persons employed or engaged in the Building Industry;
- (d) to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members and their dependants;
- (e) to contract with any other person, body, institution or authority in respect of medical services as may be specified in the rules from time to time;
- (f) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the afore-mentioned objectives.

7.3.2 *Membership of the Fund:* (a) All skilled and semi-skilled employees who are subject to the provisions of this Agreement shall be entitled to membership of the Fund.

(b) Persons, other than those referred to in (a) above, who are or were directly engaged or employed in the Building Industry, may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement and the rules of the Fund shall *mutatis mutandis* apply to any person so admitted.

7.3.3 *Membership of the Fund shall terminate—*

- (a) immediately upon failure of payment of contributions to the Council in terms of clause 2 of Chapter 5 for the Building Industry (Transvaal): Provided that membership shall be maintained in cases where members are received sick benefits from the Benefit Fund for the Building Industry (Transvaal);
- (b) when a member is more than one month in arrears with contributions to the Fund;
- (c) immediately when a member accepts an appointment and/or is engaged and/or is employed in any other industry;
- (d) in the case of all members who after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the Industry: Provided that eligible dependants of such members may, at the discretion of the Council, be permitted to retain the membership under such conditions as the Council may determine.

7.3.4 A member for who no contributions are paid in accordance with clause 2 of Chapter 4 due to his being unemployed or working outside the area of jurisdiction of this Agreement may, if he desires to remain a member of the Fund, pay the Council the required contribution in cash weekly.

7.3.5 *Reserves:* If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.4 The Tool Insurance Fund for the Building Industry (Transvaal):

7.4.1 *Objectives of the Fund:* The principal objectives of the Fund, read with the provisions of clause 11 of Chapter 1 of this Agreement, shall be to compensate employees for the loss of tools, essential to their trades, and tool boxes by theft from lock-ups.

7.4.2 An employee wishing to claim compensation from the Fund for lost tools, essential to his trade(s), and tool box shall lodge a written application with the Council and supply the Council with the relevant information in terms of the rules.

7.4.3 No payments shall be made by the Fund unless the employee has reported the theft to the police as soon as practicable, or if the employee refuses or fails to supply the Council with the information the Council may require.

7.4.4 The assessment of a claim and the payment from the Fund shall be in the absolute discretion of the Council whose decision shall be final and binding. The Council shall not be obliged to give any reason for its decision.

7.4.5 *Reserves:* Payment of benefits from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R10 000, and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R20 000.

7.5 Dispute Resolution Fund for the Building Industry (Transvaal):

7.5.1 *Objectives of the Fund:* The objectives of the Fund shall be to finance the resolution of disputes and related matters.

7.5.2 *Reserves:* If at any time the amount to the credit of the Fund drops below R100 000, further payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R200 000.

8. BENEFITS INALIENABLE

The benefits provided by the Funds referred to in this Chapter are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

9. WITHHOLDING OF BENEFITS

An employee who is a member of any of the Funds of the Council and entitled to benefits shall in the absolute discretion of the Council be deprived of any benefit from any of the Funds in the event of such employee making a false statement or in any way attempting to obtain benefits fraudulently or dishonestly.

10. OTHER FUNDS

10.1 The Council, having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the National Development Fund), hereby authorises the collection of contributions for the purpose of implementing the objects of the said National Development Fund.

10.2 The Council, having been advised of the establishment of the Building Industries Training Scheme (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the Training Scheme), hereby authorises the collection of contributions for the purpose of implementing the objects of the said Training Scheme.

10.2.1 Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Training Scheme in terms of Government Notice No. R. 1948 of 11 September 1987, as amended and extended. The amounts collected in terms of this clause shall from time to time be paid over the Building Industries Federation of South Africa.

10.3 The Building Industry Pension Fund (Transvaal) established under Government Notice No. R. 859 of 8 June 1962, as amended from time to time, and the Building Industry Provident Fund (Transvaal) established under Government Notice No. R. 83 of 22 January 1993, as amended from time to time, are hereby extended.

10.4 Every employee at the time of enactment of this Agreement shall have the right to elect to remain a member of the Pension Fund or to become a member of the Provident Fund.

10.5 Every employee who enters the Industry subsequent to the enactment of the Agreement shall, within 30 days of so entering the Industry, elect either to be member of the Pension Fund or the Provident Fund.

10.6 An employee shall be entitled to exercise his choice as to membership of the Funds once only.

10.7 The Provident Fund contributions shall be equal to the Pension Fund contributions as determined by the Council from time to time.

10.8 The Council shall have the right to determine any other rules or to amend any of the rules for the purpose of administering the Provident Fund.

ADDENDUM A
BUILDING INDUSTRY COUNCIL (TRANSSVAAL)
CONTRACT OF SERVICE FOR TRAINEE ARTISAN
(NON-DESIGNATED TRADE)

1. SECTION A: PARTIES TO THE CONTRACT

- 1.1 This contract of learnership prescribed in terms of clause 6.2 of Chapter 1 of the Main Agreement of the Building Industry Council (Transvaal), made and entered into by and between—

1.1.1of (address)

hereinafter referred to as "the employer";

1.1.2of (address)

I.D. No.

Holiday Fund No., hereinafter referred to as the "trainee";

AND

- 1.1.3 Building Industry Council (Transvaal) represented by the General Secretary.
- 1.2 In the case of a minor, assisted by his guardian
 of address

2. SECTION B: UNDERTAKING BY TRAINEE

- 2.1 The said trainee shall—

- 2.1.1 bind himself to the employer in the non-designated trade of for a period of two years commencing on or until the trainee has passed the relevant trade test at the BIFSA training centre, as determined by the BITB;
- 2.1.2 serve his employer faithfully, honestly and diligently and obey all lawful and reasonable commands and requirements of the employer or of those duly placed in authority over him;
- 2.1.3 not discuss with or communicate to any person whomsoever, any information relating to the business of the employer;
- 2.1.4 not be interested directly or indirectly either as a paid agent or employee in any business or undertaking other than that of his employer;
- 2.1.5 not absent himself from his employment without permission and/or an acceptable reason;
- 2.1.6 accept the conditions of employment as contained in this contract;
- 2.1.7 attend during this contract of learnership the prescribed courses in his trade at the BIFSA training centre, in order to successfully complete the training performance criteria (TPL) modules and the production performance criteria (PPC) modules.

3. SECTION C: UNDERTAKING BY EMPLOYER

- 3.1 The said employer shall—

- 3.1.1 employ the said trainee for the period as prescribed in paragraph 2.1.1 of Section B of this contract, and shall teach/train efficiently or cause to be taught/trained efficiently the said trainee in the trade specified in accordance with the training programme compiled by BIFSA from time to time, and approved by the Building Industry Council (Transvaal);
- 3.1.2 when informed by the Council to do so, send the trainee to attend the practical training courses at an institutional training centre approved by the Council for the full duration of the courses as determined by the training centre from time to time.
- 3.1.3 pay the said trainee the prescribed wages and comply with all the other conditions of employment as set out in the Agreement of the Building Industry Council (Transvaal);
- 3.1.4 allow the trainee the opportunity to take whatever test as required in terms of this training programme, and allow him to attend such training courses at the BIFSA, when notified thereof by the Building Industry Council (Transvaal);
- 3.1.5 be responsible for the payment of wages and contributions to the trainee or the Council, as the case may be, during any period in which such trainee attends any courses at the institutional training centre.

4. SECTION D: PAYMENT OF WAGES AND CONTRIBUTIONS

- 4.1 In order to calculate the wage rates of trainees, the following percentages shall apply:

Trainee artisans employed in the non-designated trades:

After successfully completing all TPC and PPC modules: 25% of rates prescribed for an artisan.

Hereafter a practical on-site orientation period of 18 months must be completed.

After successfully passing a compulsory trade test after 18 months, on-site orientation, plus 30% of rate prescribed for an artisan.

Starting rate: 40% of rate prescribed for an artisan.

- 4.2 The payment of wages and contributions in terms of the Agreement of the Council remains the responsibility of the employer.

5. SECTION E: GENERAL

- 5.1 This contract may be cancelled or transferred to a new employer only by mutual consent of all the parties. The contract shall, however, remain valid until finally cancelled by the Council.
- 5.2 The employer shall be liable for the employment and training of the trainee for any period during which this contract is valid.
- 5.3 The Council may, however, cancel the contract after receiving a fully motivated application from any of the parties, and after considering the facts surrounding such an application. The other parties shall be notified in writing by the Council of such cancellation. The provisions of the Agreement of the Council with reference to prohibited employment shall apply after the cancellation of the contract, should the employment relationship continue.
- 5.4 The provisions of the Council's Agreement, where not inconsistent with the contract, shall apply to all trainees and their employers.
- 5.5 Employers and/or their trainees shall be held jointly and severally liable for any costs incurred in cases where trainees fail to attend the prescribed courses of trade tests. The Council shall, however, exempt any or both parties from the payment of the costs on good cause shown for such failure.

6. SECTION F: DEFINITIONS

"Agreement" means the Main Agreement of the Building Industry Council (Transvaal) published in terms of section 48 of the Labour Relations Act, 1956;

"BIFSA training centre" means the training centre of the Building Industries Federation South Africa, an employers' federation registered under the Labour Relations Act, 1956 (Act No. 28 of 1956), acting in its capacity as administrator of the Building Industries Recruitment and Training Fund, at 33 Argon Road, Fulcrum Springs;

"BITB" means the Building Industries Training Board, duly constituted in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Council" means the Building Industry Council (Transvaal);

"Non-designated trades" means any of the trades as defined in clause 2 of Chapter 2 of the Council's Agreement;

"Production performance criteria (PPC)" means the performance standards attained by the trainee for each task during his in-service training;

"Trainee", in terms of this contract, means a trainee artisan indentured/registered as such, irrespective of gender, and who is being trained in the non-designated trade of

"Training performance criteria (TPC)" means the performance standards attained by the trainee for each task during his institutional training.

In witness whereof the contracting parties have hereunder signed this day of 19.....

AS WITNESSES:

- | | |
|---------|--|
| 1. | Employer..... |
| 2. | Director/member/partner/sole owner on behalf of (trading name of business) |
| 1. | GUARDIAN..... |
| 2. | |
| 1. | TRAINEE |
| 2. | |
| 1. | COUNCIL..... |
| 2. | (General Secretary) |

Registered at the Office of the Building Industry Council (Transvaal) this day of.....19.....

.....
Building Industry Council (Transvaal)

ADDENDUM B**BUILDING INDUSTRY COUNCIL (TRANSVAAL)****CONTRACT OF SERVICE FOR TRAINEE (SPECIFIED SKILLS EMPLOYEE)****1. SECTION A: PARTIES TO THE CONTRACT**

- 1.1 This contract of learnership prescribed in terms of clause 7.2 of Chapter 1 of the Main Agreement of the Building Industry Council (Transvaal), made and entered into by and between—

1.1.1of (address)

hereinafter referred to as the "employer";

1.1.2of (address)

I.D. No.

Holiday Fund No.

hereinafter referred to as the "trainee";

AND

1.1.3 Building Industry Council (Transvaal), represented by the General Secretary.

- 1.2 In the case of a minor, assisted by his guardian
of (address).....

2. SECTION B: UNDERTAKING BY TRAINEE

- 2.1 The said trainee shall—

- 2.1.1 bind himself to the employer in the specified skill offor a period of six months commencing onor until he has worked as a trainee for a period of at least three months after he has completed the training performance criteria at the BIFSA training centre, Springs;
- 2.1.2 serve his employer faithfully, honestly and diligently, and obey all lawful and reasonable commands and requirements of the employer or of those duly placed in authority over him;
- 2.1.3 not discuss with or communicate to any person whomsoever, any information relating to the business of the employer;
- 2.1.4 not be interested directly or indirectly either as a paid agent or employee in any business or undertaking other than that of this employer;
- 2.1.5 not absent himself from his employment without permission and/or an acceptable reason;
- 2.1.6 accept the conditions of employment as contained in this contract;
- 2.1.7 attend during this contract of learnership the prescribed courses in this trade at the BIFSA training centre, in order to successfully complete the training performance criteria modules.

3. SECTION C: UNDERTAKING BY EMPLOYER

- 3.1 The said employer shall—

- 3.1.1 employ the said trainee for the period as prescribed in paragraph 2.1.1 of Section B of this contract, and shall teach/train efficiently or cause to be taught/trained efficiently the said trainee in the skill specified in accordance with the training programme compiled by BIFSA from time to time, and approved by the Building Industry Council (Transvaal);
- 3.1.2 when informed by the Council to do so, send the trainee to attend the practical training courses at an institutional training centre approved by the Council for the full duration of the courses as determined by the training centre from time to time;
- 3.1.3 pay the said trainee the prescribed wages and comply with all the other conditions of employment as set out in the Agreement of the Building Industry Council (Transvaal);
- 3.1.4 allow the trainee the opportunity to attend training courses at the BIFSA training centre, when notified of such attendance by the Building Industry Council (Transvaal).

4. SECTION D: PAYMENT OF WAGES AND CONTRIBUTIONS

- 4.1 The trainee shall be entitled to the minimum wage rate and contribution values as determined by the Council from time to time.
- 4.2 In the case of trainees employed in the specified skills, wages and contributions shall be paid by the employer for any period during which the trainee attends the course at the BIFSA training centre.

5. SECTION E: GENERAL

- 5.1 This contract may be cancelled or transferred to a new employer only by mutual consent of all the parties. The contract shall, however, remain valid until finally cancelled by the Council.
- 5.2 The employer shall be liable for the employment and training of the trainee for any period during which this contract is valid.
- 5.3 The Council may, however, cancel the contract after receiving a fully motivated application from any of the parties, and after considering the facts surrounding such an application. The other parties shall be notified in writing by the Council of such a cancellation. The provisions of the Agreement of the Council with reference to prohibited employment shall apply after cancellation of the contract, should the employment relationship continue.
- 5.4 The provisions of the Council's Agreement, where not inconsistent with the contract, shall apply to all trainees and their employers.
- 5.5 Employers and/or their trainees shall be held jointly and severally liable for any costs incurred in cases where trainees fail to attend the prescribed courses. The Council shall, however, exempt any of both parties from payment of the costs on good cause shown for such failure.

6. SECTION F: DEFINITIONS

"Agreement" means the Main Agreement of the Building Industry Council (Transvaal) published in terms of section 48 of the Labour Relations Act, 1956;

"BIFSA training centre" means the training centre of the Building Industries Federation South Africa, an employers' federation registered under the Labour Relations Act, 1956 (Act No. 28 of 1956), acting in its capacity as administrator of the Building Industries Recruitment and Training Fund, at 33 Argon Road, Fulcrum, Springs;

"BITB" means the Building Industries Training Board, duly constituted in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Council" means the Building Industry Council (Transvaal);

"Specified skills" means any of the skills as defined in clause 1 of Chapter 2 of the Council's Agreement;

"Trainee", in terms of this contract, means a trainee specified skills employee indentured/registered as such, irrespective of gender and who is being trained in the specified skill of.....;

"Training performance criteria (TPC)" means the performance standards attained by the trainee for each task during his institutional training.

In witness whereof the contracting parties have hereunder signed this.....day of19.....

AS WITNESSES:

- | | |
|---------|--|
| 1. | EMPLOYER |
| 2. | Director/member/partner/sole owner on behalf of (trading name of business) |
| 1. | GUARDIAN |
| 2. | |
| 1. | TRAINEE |
| 2. | |
| 1. | COUNCIL |
| 2. | (General Secretary) |

Registered at the office of the Building Industry Council (Transvaal) this.....day of19.....

.....
Building Industry Council (Transvaal)

Signed at Johannesburg this 24th day of October 1996.

C. DE KOCK
Chairman

N. K. MOLOTO
Vice-Chairman

W. DE J. STAPELBERG
General Secretary

No. 2132

27 Desember 1996

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID (TRANSVAAL): GAUTENG 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 Januarie 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1.1.1 (i), 2, 12, 13.6.4.4, 13.9, 20, 22, 3, 24 en 25 van Hoofstuk 1, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 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 van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI**Minister van Arbeid****BYLAE****BOUNYWERHEIDSRAAD (TRANSVAAL)****GAUTENG OOREENKOMS**

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

Gauteng Meesterbouersassosiasie

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

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

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

wat partye is by die Bounywerheid (Transvaal).

HOOFSTUK 1**1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS****1.1** Hierdie Ooreenkoms moet in die Bou- en Dimensionele Klipnywerheid nagekom word—

- 1.1.1 (i) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers wat lede is van die vakverenigings;
- (ii) in die provinsie Gauteng.

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms—

- 1.2.1 slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;
- 1.2.2 van toepassing op vakleerlinge en kwekelinge;
- 1.2.3 van toepassing op voormanne en algemene voormanne;
- 1.2.4 nie van toepassing op klerke en administratiewe personeel nie;
- 1.2.5 nie van toepassing nie op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebehore in geboue, of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werkgewer onderneem word wat onder die jurisdiksie van 'n ander Nywerheidsraad val;
- 1.2.6 nie van toepassing nie op universiteitstudente of technikonstudente en gegradueerdes in die bouwetenskap, of op konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- 1.2.7 nie van toepassing nie op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika;
- 1.2.8 onderworpe aan die bepalings van alle vasstellings gemaak dat die Nywerheidshof met betrekking tot die Bounywerheid en die Meubelnywerheid; en

- 1.2.9 nie van toepassing nie op werkgewers en werknemers wat in die Bounywerheid betrokke is by die oprigting van nuwe behuising van minder as 50 vierkante meter. Hierdie klousule is egter nie van toepassing op massabehuisingskontrakte nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk wat op 31 Januarie 1998 eindig of vir die tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

“werklike loon” die loon per uur wat 'n werkgewer werklik aan 'n werknemer betaal ten opsigte van die gewone werkure;

“hulpambag” 'n ambag wat in enige ander nywerheid as geskoold beskryf word;

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekrag-opleiding, 1981, of enige ander toepaslike wet geregistreer is of geag word geregistreer te wees en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

“ambagsman” 'n werknemer wat in 'n nie-aangewese ambag in diens is en wat die werk omskryf in klousule 2 van Hoofstuk 2 mag verrig, en wat alle voorgeskrewe kursusse by 'n praktiese institusionele opleidingsentrum vir 'n besondere ambag suksesvol voltooi het en wat die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het en wat die voorgeskrewe vaktoets geslaag het;

“blok” 'n bouwerkeenhed waarvan die afmetings groter is as 300 mm × 100 mm × 75 mm;

“Bounywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal bereik of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dat alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderafdelings daarvan:

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakke of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of 'n ander tipe soliede of halfsoliede asfalt, poliëteleen, polipropileen, mastik of emulsieasfalt of bitumen wat óf warm óf koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegstryking van steenwerk, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erdepypriole;

lakpoleerwerk, wat poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

skrynerwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynerwerkartikels wat met sodanige toebehore in verband staan afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die geboue of bouwerk doen of nie, en ook rakkaste, kombuiskaste of ander kombuistoehore wat as 'n permanente deel van die gebou aangebring word;

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap, en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegvulling, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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

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

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelmakery, vormmakery, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granoliet-, terrazzo- en komposisiebevloering, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner en buigsame sny- en afwerkmasjinerie, voorafgegiëte of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, of ongeag die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgeiterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandsprinkelaars, en die vervaardiging en aanbring van alle plaatmetaalwerk, ongeag of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit:

Die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbanke, skerms en binnenshuise, los en vaste toebehoere;

staalwapening en/of staalkonstruksie, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaal-suile, dwarslêers, staalbalke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk en fineerpaneelwerk en die polering en skuur daarvan, houtbewerking, masjinerie, draaiwerk, houtsnijwerk, die bedekking van alle soorte dakke, die aanbring van klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlatwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner en buigsame sny-, afwerk- en poleermasjinerie, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, dit uitgesluit moet word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"kleedkamer" 'n geskikte afdak, kamer of soortgelyke bevredigende akkommodasie met 'n minimum, skoonvloerruimte van sewe vierkante meter, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoon gehou word en wat stewig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se klere te verskaf; en so 'n kleedkamer mag vir geen ander doel gebruik word nie as om daarin te verkleed en om die werknemers se klere veilig daarin te bewaar;

"Raad" die Bounywerheidsraad (Transvaal), geregistreer ingevolge artikel 19 van die Wet;

"dienskontrak" die amptelike kontrak ingevolge waarvan 'n "kwekeling-ambagsman" of "kwekeling-werknemer (gespesifiseerde ambagte)" in diens is en deur die werkgewer soos voorgeskryf in Bylae A of B van hierdie Ooreenkoms opgelei word;

"bydraes" enige bydraes wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal, en het "heffings" dieselfde betekenis;

"vakman" 'n werknemer wat in 'n aangewese ambag in diens is en wat as sodanig die werk omskryf in klousule 3 van Hoofstuk 2, mag verrig, wat alle voorgeskrewe kursusse vir 'n bepaalde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidingsdyperk suksesvol voltooi het;

"dag" die tydperk van 24 uur van middernag tot middernag;

"noodwerk" enige werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker, of ander werk wat dringend noodsaaklik is en wat nie voorsien of vermy kon word nie;

"werknemer" enige persoon wat in diens is by of werk verrig vir enige werkgewer en beloning ontvang of geregtig is om dit te ontvang, en 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" en "diens" ooreenstemmende betekenis;

"werkgewer" enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf en wat daardie persoon beloon of uitdruklik of stilswyend onderneem om hom te beloon, of wat 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;

"noodsaaklike dienste" alle werk wat noodwendig verrig moet word ten einde die beoefening of bedryf van enige ander nywerheid, saak of onderneming te verseker, of enige dringende aangeleentheid wat nie gedurende die gewone werkdag in klousule 8 voorgeskryf, verrig kan word nie;

“voorman” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Hoofsaaklik in ’n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van ’n ambagsman kan verrig;
- (b) werk aan ander werknemers onder sy beheer en toesig uitdeel;
- (c) dissipline handhaaf;
- (d) regstreeks aan ’n algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein(e);

“algemene voorman” ’n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou en wie se pligte een of meer van die volgende werksaamhede insluit:

- (a) Toesighouding;
- (b) hantering van ’n kontrak of kontrakte;
- (c) handhawing van dissipline;
- (d) verantwoordelikheid aan die werkgewer vir doeltreffendheid en produksie op die terrein(e);
- (e) verrigting van geskoolde werk, hetsy in die hoedanigheid van instrukteur of andersins;

“algemene werker” ’n werknemer wat enige taak of werksaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van “geskoolde werknemer” en “half-geskoolde werknemer”, maar met inbegrip van toesighouding oor ander algemene werkers;

“slegs-arbeid-kontrak” ’n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens ’n persoon onderneem om werk te doen en om betaal te word vir slegs die verskaffing van sy eie arbeid en/of die van sy werknemers, as daar is, op ander voorwaardes as die in klousule 4 van Hoofstuk 1 gestel, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer, verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

“slegs-arbeid-kontrakteur” iemand wat “slegs-arbeid”-kontrakwerk onderneem;

“heffings” enige betaling wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal; en het “bydraes” dieselfde betekenis;

“toesluitplek” ’n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en ’n dak bestaan, wat gemaak is van beton, baksteen, hout, yster of ’n kombinasie daarvan, wat stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstaling voorsien is en wat geheel en al so gebou is dat die gereedskap en klere van werknemers te eniger tyd veilig daarin bewaar kan word;

“nuwe algemene werker” ’n werknemer gedurende die eerste ses (6) maande van indiensneming, wat nooit in die Boubedryf werksaam was nie, in die gebied van toepassing van hierdie Ooreenkoms;

“oortyd” tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 8 van Hoofstuk 1 voorgeskryf word;

“persoon/persone” ook—

- (a) ’n maatskappy wat opsigself ’n regspersoon is of kragtens enige wet as sodanige geregistreer is; of
- (b) enige liggaam van persone, hetsy ’n regspersoon al dan nie;

“voorgeskrewe loon” die gedeelte van die besoldiging wat ingevolge klousule 4 van Hoofstuk 1 in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure in klousule 8 van Hoofstuk 1 voorgeskryf: Met dien verstande dat as ’n werkgewer ’n werknemer gereeld ten opsigte van sodanige gewone werkure ’n hoër bedrag betaal as dié wat in klousule 4 van Hoofstuk 1 voorgeskryf word, dit sodanige hoër bedrag beteken (by die toepassing van hierdie omskrywing beteken “gereeld” twee agtereenvolgende betalings);

“produksieprestasiëriteria (PPK)” die prestasiestandaard wat die kwekeling vir elke taak moet bereik gedurende sy indiensopleiding;

“beloning” ’n betaling in kontant aan enige persoon gemaak of aan hom verskuldig na opleiding van en wat, sonder om die gewone betekenis daarvan te beperk, alle bydraes insluit waarvoor in hierdie Ooreenkoms voorsiening gemaak word; en het “beloon” ’n ooreenstemende betekenis;

“Sekretaris” die Sekretaris van die Raad, en omvat dit ’n beampte wat deur die Raad benoem word om namens die Sekretaris op te tree;

“halfgeskoolde werknemer” ’n werknemer (gespesifiseerde ambag), vakleerling, en kwekeling-ambagsman;

“geskoolde werknemer” ’n algemene voorman, voorman, vakman, ambagsman en ’n werknemer wat ’n hulpambag verrig;

“geskoolde werk” werk wat in die Bou- en Dimensionele Klipnywerheid verrig kan word deur werknemers soos omskryf onder “geskoolde werknemer” en “halfgeskoolde werknemer”;

“werknemer (gespesifiseerde ambag)” ’n werknemer wat in ’n gespesifiseerde ambag in diens is en wat werk soos omskryf in klousule 1 van Hoofstuk 2 mag verrig, en wat die voorgeskrewe kursusse vir die gespesifiseerde ambag by ’n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidings tydperk suksesvol voltooi het;

"bouwerk" ook mure, grens-, tuin- en keermure, die voorsiening van klip vir bedekking, vloere, monumente en aanvullingsitems;

"geskikte slaapplek" 'n waterdigte onderdak wat stewig toegesluit kan word met 'n geskikte vloer en die nodige geskikte wasgeriewe, voubeddens, matrasse en aparte toiletgeriewe;

"kwekeling-ambagsman" 'n werknemer wat as sodanig by die Raad geregistreer is en by sy werkgewer in diens is ooreenkomstig 'n dienskontrak, wat geskoolde werk ten opsigte van nie-aangewese ambagte omskryf in klousule 2 van Hoofstuk 2, mag verrig en wat nie ingevolge die bepalings daarvan vir 'n vakleerlingskap kwalifiseer nie;

"kwekeling-werknemer (gespesifiseerde ambag)" 'n werknemer wat as sodanig by die Raad geregistreer is, wat in diens is ooreenkomstig 'n dienskontrak en wat geskoolde werk mag verrig in engeen van die gespesifiseerde ambagte omskryf in klousule 1 van Hoofstuk 2 waarvoor hy as sodanig geregistreer is en wat nie vir 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, kwalifiseer nie;

"opleidingsprestasiëriteria (OPK)" die prestasie-standaarde wat die kwekeling vir elke taak moet bereik gedurende sy institusionele opleiding;

"natweerskuiling" 'n skuiling wat van weerbestande materiaal gebou is en wel op so 'n manier dat die okkupeerders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

"werkweek" van Maandag tot Vrydag.

(Sien ook Hoofstukke 2 en 3 vir verdere omskrywings.)

4. VOORGESKREWE LONE

4.1 **Algemeen:** Lone van werknemers moet aangepas word óf na die nuwe voorgeskrewe lone kragtens klousule 4.1.1 van hierdie Hoofstuk, óf met die algemene verhoging kragtens klousule 4.1.2 van hierdie Hoofstuk, watter ook al die grootste is, en voorts mag geen werkgewer lone betaal en geen werknemer lone aanvaar nie wat laer is soos voorgeskryf in klousule 4.1.1 van hierdie Hoofstuk, gelees met die res van die bepalings van hierdie klousule.

4.1.1 Geskoolde, halfgeskoolde en ongeskoolde werknemers.

BYLAE

Kategorie van werknemer	Loon per uur
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Vakman.....	
Ambagsman.....	20,46
Werknemer (gespesifiseerde ambag)	15,40
Ambagsman (skrynerwerker) (massavervaardiging)	9,17
Ambagsman (houtmasjienwerker) (massavervaardiging)	15,40
Skrynerwerkmonteerder (gespesifiseerde ambag) (massavervaardiging)	15,40
Masjienbediener (gespesifiseerde ambag) (massavervaardiging)	9,17
Vervaardigerswerker (massavervaardiging)	9,17
Algemene werker (nie op konstruksie)	4,70
Algemene werker (op konstruksie)	5,10
Nuwe algemene werker (nie op konstruksie)	6,00
Nuwe algemene werker (op konstruksie)	4,59
Kwekeling-ambagsman:	5,40
Aanvangsloon.....	
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na suksesvolle voltooiing van indiensopleiding (produksieprestasiëriteria)	6,16
Na suksesvolle aflegging van voorgeskrewe vakttoets	10,01
Kwekeling-werknemer (gespesifiseerde ambag):	15,40
Aanvangsloon.....	
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na verdere drie maande diens	6,88
	9,17

4.1.2 Algemene verhoging.

Kategorie van werknemer	Per uur
Vakman	R 1,86
Ambagsman	1,40
Werknemer (gespesifiseerde ambag)	0,87
Vervaardigerswerker (massavervaardiging)	0,47
Algemene werker (nie op konstruksie)	0,51
Algemene werker (op konstruksie)	0,60
Kwekeling-ambagsman (nie aangewese)	0,60
Na-opleidingsprestasiëriteria en produksie-prestasiëriteria	0,91
Kwekeling (gespesifiseerde ambag)	0,65

4.1.3 Werkgewers wat voor die inwerkingtreding van hierdie Ooreenkoms lone op 'n vrywillige basis aangepas het, kan enige sodanige verhogings wat na 14 Oktober 1996 aan werknemers toegestaan is, aftrek van die bedrae genoem in klousule 4.1.1 en 4.1.2 van hierdie Hoofstuk.

4.2 **Opskorting van diens van werknemers:** 'n Werkgewer moet behoudens klousule 8.3 'n werknemer wie se diens hy tydelik opgeskort het, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat so 'n werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige tydperk van opskorting gewerk het. Met dien verstande dat hierdie klousule nie van toepassing is nie op werknemers wie se diens opgeskort is as gevolg van gure weerstoestande of in gevalle waar die voortgang van werk onderbreek is deur 'n natuurramp of oormag, brand, burgerlike onluste, staking, vyandelikhede, onwettige saamspan van werksmense, terrorisme, ontploffing en/of soortgelyke noodtoestand.

4.3 **Behoud van besoldiging:** Niks in hierdie Ooreenkoms moet die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgewer verrig.

4.4 **Differensiële lone:** 'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoogste loon besoldig word: Met dien verstande dat wanneer 'n werknemer drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal moet word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

4.5 **Gereedskaptoelaes:** 'n Werkgewer moet aan 'n geskoolde werknemer wat in diens is by die vervaardiging en installering van doelgemaakte skrynwerkstukke, 'n toelaes van 10c per uur betaal terwyl hy aldus werksaam is.

4.6 **Nuwe algemene werker:**

4.6.1 Die Raad moet die status van hierdie werker ondersoek deur gebruik te maak van die Raad se bydraerekords.

4.6.2 Die lone van 'n nuwe algemene werker is soos voorgeskryf in klousule 4.1.1 van Hoofstuk 1.

4.6.3 Bydraes soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms is nie van toepassing op 'n nuwe algemene werker nie.

4.6.4 Alle heffings soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms moet weekliks aan die Raad betaal word.

4.6.5 Indien 'n werkgewer versuim om die bepaling van klousule 4.6 van hierdie Ooreenkoms na te kom, word hy verantwoordelik gehou vir betaling van die lone van 'n algemene werker, soos omskryf in hierdie Ooreenkoms.

5. BETALING VAN LONE, TOELAES EN OORTYDVERDIENSTE

5.1 **Algemeen:** Lone, verdienste vir oortyd, toelaes ingevolge hierdie Ooreenkoms en alle ander vergoeding wat verskuldig is aan 'n werknemer, moet in kontant of per tjek betaal word of mag in werknemers se rekening by 'n finansiële instelling inbetaal word. Gemelde beloning mag weekliks, tweeweekliks of maandeliks betaal word, afhangende van die ooreenkoms tussen werknemer en werkgewer.

5.2 **Wagtyd:** By beëindiging van diens moet 'n werkgewer so 'n werknemer alle lone, toelaes en ander besoldiging betaal tot tyd en wyl sodanige betaling gedoen word, ten opsigte van elke werkuur of gedeelte daarvan, vanaf die tydstip waarop diens beëindig word totdat die finale betaling gedoen word, en dié betaling moet nie later gedoen word nie as twee werkdade na diensbeëindiging:

Met dien verstande dat—

- (i) daar vir wagtyd van hoogstens 16 uur betaal word;
- (ii) daar nie vir wagtyd, benewens betaling in plaas van kennisgewing ingevolge klousule 10 van Hoofstuk 1, betaal word nie;
- (iii) 'n werknemer wat sy diens beëindig sonder om die vereiste kennis te gee en uit te dien, nie op betaling vir wagtyd geregtig is nie;
- (iv) 'n werknemer wat nie op kennisgewing ingevolge klousule 10 van Hoofstuk 1 geregtig is nie, slegs op wagtyd geregtig is as hy nie binne 16 werkdade vanaf die tydstip waarop diens beëindig is, betaal word nie.

Vir die doeleindes van hierdie paragraaf word uitbetaling per geregistreerde pos geag behoorlike betaling te wees. Die betaaldatum word geag dieselfde te wees as die datum waarop die brief gepos is.

5.3 **Besoldigingsbesonderhede:** Elke werkgewer moet op die datum van elke betaling 'n staat van die werknemer uitreik waarop besonderhede uiteengesit is van hoe die bruto besoldiging bereken is, watter aftrekking gemaak is en die netto besoldiging betaalbaar, en sowel die waarde van die bydraes aandui wat die werkgewer aan die Raad oorbetaal het, as die opgehoopde aantal bydraes tot en met die laaste dag ten opsigte van elke betaling gemaak.

5.4 **Oortyd:** Vir die doeleindes van hierdie Ooreenkoms moet alle tyd wat langer gewerk word as die getal gewone werkdade wat in klousule 8 van hierdie hoofstuk voorgeskryf word, geag word oortyd te wees: Met dien verstande dat 'n werknemer vir oortyd teen oortydtariewe betaal moet word slegs nadat 'n werknemer 40 uur per week teen die gewone loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende die week waarin oortyd gewerk is, by 'n werkgewer in diens getree het en hy om dié rede nie in staat was om 40 uur per week te voltooi nie.

5.4.1. Ondanks bogenoemde bepaling moet 'n openbare vakansiedag wat binne 'n werkweek val, beskou word as tyd wat gewerk is vir die doel om oortyd soos hierbo te bereken.

5.4.2. 'n Werknemer van wie vereis word om te werk buite die gewone ure voorgeskryf in klousule 8 hiervan, moet soos volg betaal word:

- (a) Een en 'n derde maal sy werklike loonskaal vir alle oortyd wat van Maande tot Vrydae gewerk word;
- (b) een en 'n half maal sy werklike loonskaal vir tyd gewerk op Saterdag;
- (c) twee maal die skaal van die werknemer se werklike loon vir tyd gewerk op Sondag.

5.4.3 Die gewone werkdade plus alle oortydure mag hoogstens 56 uur per kalenderweek beloop.

5.4.4 **Oortydbepalings:** Indien 'n werkgewer vereis dat sy werknemers oortyd werk, moet hy aan hulle minstens 16 uur kennis daarvan gee: Met dien verstande egter dat geen voorafkennisgewing vereis word om oortyd te werk nie wanneer werknemers noodsaaklike dienste verrig of wanneer dit as gevolg van noodwerk van werknemers vereis word om oortyd te werk.

5.5.1 **Aanmelding van nie-betaling:** 'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van hierdie Raad in aanmerking kom vir die betaling deur sy werkgewer van lone en/of bydraes aan die Raad namens homself ingevolge die bepalinge van die verskillende Fondse en wat nie ingevolge hierdie Ooreenkoms betaal is nie, moet sodanige nie-betaling van lone of bydraes ingevolge klousule 2 van Hoofstuk 5 by die Raad aanmeld binne 10 weke vanaf die datum waarop sodanige versuim om te betaal plaasgevind het.

5.5.2 Waar die werknemer die nie-betaling binne die tydperk voorgeskryf in klousule 5.5.1 hiervan aangemeld het, is hy geregtig op betaling deur die Raad uit die waarborg wat gehou word ten opsigte van die werkgewer wat versuim het om sodanige betaling te maak, maar slegs in soverre die geld beskikbaar is ingevolge sodanige waarborg.

5.5.3 'n Werknemer wat in gebreke bly om enige nie-betalings te rapporteer soos voorgeskryf, verbeur enige reg tot verhoging en die Raad tree nie teen 'n werkgewer op ingevolge die Ooreenkoms se bepalinge nie, tensy wanvoorstelling deur die werkgewer bewys kan word.

5.5.4 Indien 'n werknemer dros of sy dienste beëindig sonder kennisgewing, moet die Raad, op die aansoek deur 'n werkgewer, die bedrag aan die werkgewer verskuldig, wat gelyk is aan die vereiste kennisgewingstydperk, van die werknemer se vakansiegeld aftrek en aan die werkgewer oorbetaal.

5.6 **Skofwerk:** 'n Werkgewer kan sy werknemers skofte laat werk: Met dien verstande dat daar in wese aan klousules 5 en 8 voldoen is.

6. REGISTRASIE VAN WERKNEMERS

6.1 Elke werkgewer moet binne 'n tydperk van sewe dae vanaf die datum van indiensneming van 'n werknemer, sodanige werknemer by die Raad registreer, maar moet, ondanks bogenoemde bepalings, sodanige werknemer die besoldiging, toelaes en bydraes betaal wat ingevolge hierdie Ooreenkoms van toepassing is op die klas waarin die werknemer in diens geneem is, tensy 'n vrystelling verkry is.

6.1.1 'n Werknemer in diens in enigeen van die aangewese ambagte soos omskryf in klousule 3 van Hoofstuk 2, wat—
 in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en
 die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en
 in die vereiste vakoets geslaag het; en
 die Nasionale Tegniese Sertifikaat Deel II (N2) verwerf het,
 moet as vakman geregistreer word.

6.1.2 'n Werknemer in diens in enigeen van die nie-aangewese ambagte soos omskryf in klousule 2 van Hoofstuk 2, wat—

in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en
 die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en
 in die vereiste vakoets geslaag het,
 moet as ambagsman geregistreer word.

6.1.3 'n Werknemer betrokke by enigeen van die aktiwiteite omskryf in klousule 1 van Hoofstuk 2, wat—

in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en
 die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk van minstens drie maande voltooi het,
 moet as werknemer (gespesifiseerde ambag) geregistreer word.

6.1.4. Die Raad kan van tyd tot tyd ander bykomende gespesifiseerde-ambagsklasse bepaal.

6.1.5 Ondanks klousule 6.1 hiervan kan die Raad egter na goeëdunke 'n aansoek van 'n individuele werkgewer om die registrasie van kwekeling-werknemers (gespesifiseerde ambag) weier, indien 'n ondersoek bewys dat die werkgewer nie die opleidingsvereistes van sodanige klas werknemer nagekom het nie.

6.2 Elke werkgewer wat 'n werknemer in diens neem om geskoolde werk te verrig, wat nie oor die nodige kwalifikasies beskik om sodanige werk te verrig nie, moet binne sewe dae na indiensneming die werknemer by die Raad registreer en moet—

- (a) die voorgeskrewe vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, aangaan; of
- (b) die dienskontrak vir 'n kwekeling-ambagsman wat in Bylae A van hierdie Ooreenkoms voorgeskryf word, aangaan; of
- (c) die dienskontrak vir kwekeling-werknemer (gespesifiseerde ambagte) wat in Bylae B van hierdie Ooreenkoms voorgeskryf word, aangaan; of
- (d) die dienskontrak aangaan waarkragtens werknemers deur die werkgewer opgelei word in ambagte of vaardighede ten opsigte waarvan daar geen institusionele opleiding bestaan nie, en wat van tyd tot tyd deur die Raad voorgeskryf word.

6.3 'n Werkgewer moet 'n kwekeling of leerling betaal ooreenkomstig die vaardigheidsvlak wat bereik is en ooreenkomstig die besoldiging en toelaes wat vir die suksesvolle voltooiing van die betrokke opleidingskursusse vasgestel is.

6.4 'n Werknemer in klousule 6.3 hiervan bedoel, wat nie 'n opleidingskursus suksesvol voltooi het nie, bly op die besoldigingsvlak eweredig aan die vaardigheidsvlak wat bereik is, en die werkgewer moet toegelaat word om sodanige werknemer in diens te hou op die voorwaardes wat van toepassing is.

6.5 Alle geskoolde en halfgeskoolde werknemers wat as sodanig by die Raad geregistreer is, behou hul bestaande status op die datum waarop hierdie Ooreenkoms in werking tree. Ondanks bostaande, kan die Raad egter 'n registrasiesertifikaat wat aan enige klas werknemer uitgereik is, wysig of intrek en kan die werknemer aan wie 'n sertifikaat uitgereik was, herklassifiseer word as die Raad oortuig is dat die oorspronklike registrasie en klassifikasie van die betrokke werknemer verkeerdelik uitgereik was. Die besluit van die Raad is finaal en bindend.

6.6 'n Werknemer van wie daar vereis word om hom by die Raad te laat registreer ingevolge hierdie Ooreenkoms, moet op versoek van 'n agent van die Raad die registrasiesertifikaat wat deur die Raad aan hom uitgereik is, toon.

6.7 Alle werknemers wat op 3 September 1990 as meestervakmanne geregistreer was, word vir die doeleindes van hierdie Ooreenkoms geag as vakmanne geregistreer te wees.

7. VERBODE DIENS

7.1 Behoudens klousule 6.1 van hierdie hoofstuk mag 'n werkgewer nie toelaat dat 'n werknemer werk verrig waarvoor hy hom ingevolge klousule 6 van hierdie hoofstuk moet laat registreer nie, tensy sodanige werknemer in die regte klas geregistreer is.

7.2 'n Werknemer mag nie werk verrig waarvoor registrasie verpligtend is nie, tensy hy aldus geregistreer is.

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

7.4 'n Werknemer wat by die Raad geregistreer is, of wat kwalifiseer vir registrasie in 'n hoër kategorie, moet binne 10 werksdae vanaf datum van indiensneming bewys aan sy werkgewer lewer van sodanige hoë kwalifikasie, by gebreke waarvan die werknemer geag word 'n werknemer te wees in die kategorie waarin hy aanvanklik in diens geneem is.

8. WERKURE

8.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is 40 uur in enige week bereken teen hoogstens agt uur per dag van Maandae tot Vrydae.

8.2 Geen werknemer mag toegelaat word nie om langer as vyf uur op enige dag te werk sonder 'n pouse van minstens 30 minute.

8.3 **Korttyd:** Elke werkgewer wat as gevolg van onvoldoende werk van 'n werknemer vereis om korttyd te werk, moet die Raad van sodanige besluit in kennis stel na ooreenkoms met sy werknemer om korttyd te werk.

9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

9.1 Openbare Vakansiedae is soos omskryf in die Wet op Openbare Vakansiedae, 1994.

9.2 'n Werknemer wat 48 weke in 'n jaar gewerk het en vir wie bydraes vir vakansiefonds betaal is, is geregtig op verlof van 15 ten volle betaalde werksdae per jaar.

9.3 Die jaarlikse verloftydperk is vier kalenderweke wat 'n aanvang neem op die Vrydag onmiddellik voor 16 Desember, of sodanige dag as wat die Raad bepaal, dog nie later as 16 Desember nie.

9.4 Geen werkgewer mag van 'n werknemer vereis om gedurende die verloftydperk voorgeskryf by klousule 9.3 hiervan werk in die Nywerheid te verrig nie, en geen werknemer mag gedurende hierdie tyd werk verrig sonder dat goedkeuring van die Raad verkry is nie.

9.5 Ondanks die bepalings van klousule 9.4 hiervan kan 'n werkgewer en sy werknemer ooreenkom om 'n maksimum tydperk van twee weke gedurende die jaarlikse verloftydperk te werk teen gewone skaal plus bydraes: Met dien verstande dat geen werk verrig mag word gedurende die weke waarin Kersdag en Nuwejaarsdag val nie.

10. DIENSBEÏNDIGING

10.1 Wanneer 'n werkgewer of 'n werknemer voornemens is om 'n dienskontrak te beëindig—

10.1.1 gedurende die eerste 65 werksdae diens, word geen kennisgewingtermyn vir die beëindiging van diens vereis nie;

10.1.2 na die eerste 65 werksdae diens, tot en met 24 maande diens, moet hy aan die ander party vyf werksdae kennis gee van die beëindiging van sodanige dienskontrak;

10.1.3 na 24 maande diens, tot en met 60 maande diens, moet hy die ander party 10 werksdae kennis gee van die beëindiging van sodanige dienskontrak;

10.1.4 na 60 maande diens, moet die ander party 20 werksdae kennis gee van die beëindiging van sodanige dienskontrak.

10.2 Ondanks bogenoemde bepalings kan die partye 'n skriftelike kontrak aangaan wat voorsiening maak vir 'n langer kennisgewingtermyn as die termyn wat hierbo bepaal is.

10.3 Kennisgewing van diensbeëindiging moet skriftelik gegee word.

10.4 Hierdie klousule raak nie die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig nie, en die bepalings aangaande verbeurings en boetes wat kragtens wet van toepassing is op 'n werknemer wat dros, word ook nie daardeur geraak nie.

10.5 'n Werkgewer moet by beëindiging van 'n dienskontrak, waar die werknemer se diens 65 werksdae oorskry, die werknemer van 'n dienssertifikaat voorsien wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die werknemer se loonskaal op die datum van sodanige beëindiging, vermeld.

10.6 Beide die werkgewer en die werknemer kan in plaas van die voorgeskrewe kennisgewing die toepaslike besoldiging aan die ander party betaal.

11. BEWARING VAN GEREEDSKAP

11.1 By alle werkterreine en werkwinkels waar die duur van die werk 12 kalenderweke oorskry, moet die werkgewer—

11.1.1 'n toesluitplek verskaf waarin die werknemer se gereedskap te alle tye toegesluit kan word;

11.1.2 toesien dat die toesluitplekke te alle tye behoorlik en/of stewig toegesluit gehou word;

11.1.3 toesien dat die gereedskap van 'n werknemer teen verlies weens brand verseker is.

11.2 Ondanks die tydperk in klousule 11.1 hiervan bedoel, is die werkgewer verantwoordelik vir die veilige bewaring van die werknemer se gereedskap.

12. AGENTE

12.1 Die Raad moet agente aanstel om behulpsaam te wees met die toepassing van hierdie Ooreenkoms en moet sodanige agente van 'n sertifikaat voorsien wat deur die Sekretaris of 'n gemagtigde beampte onderteken is.

12.2 Voordat enige ondersoek ingevolge hierdie Ooreenkoms gedoen word, moet die agent, waar dit prakties moontlik is, die werkgewer of 'n verantwoordelike persoon in sy diens van sy voorneme in kennis stel.

12.3 Elkeen vir wie hierdie Ooreenkoms bindend is, moet na die beste van sy vermoë aan die agent hulp verleen om die agent in staat te stel om aan bogenoemde bepalings uitvoering te gee.

13. REGISTRASIE VAN WERKGEWERS

13.1 Elke werkgewer in die Nywerheid wat—

13.1.1 op die datum waarop hierdie Ooreenkoms in werking tree, nie geregistreer is nie, moet hom binne een maand vanaf sodanige datum by die Raad laat registreer;

13.1.2 na die inwerkingtreding van hierdie Ooreenkoms met sy bedrywighede begin, moet hom binne een maand vanaf aanvang van sodanige bedrywighede by die Raad laat registreer.

13.2 Elke werkgewer van wie vereis word om hom by die Raad te laat registreer, moet die volgende besonderhede op die voorgeskrewe vorm aan die Sekretaris verstrek:

(a) Volle naam en identiteitsnommer;

(b) naam van besigheid;

(c) besigheidsadres;

(d) woonadres;

(e) die ambag of ambagte wat hy in die Nywerheid beoefen.

13.3 Waar die werkgewer sake verrig as 'n vennootskap, 'n maatskappy of 'n beslote korporasie moet die besonderhede ooreenkomstig klousule 13.2 hiervan onderskeidelik ten opsigte van elke vennoot, direkteur of lid verstrek word.

13.4 Elke geregistreerde werkgewer moet die Raad binne 14 dae van enige verandering in die besonderhede in klousule 13.2 hiervan bedoel, skriftelik van sodanige verandering in kennis stel.

13.5 'n Geregistreerde werkgewer wat voornemens is om sy optrede as sodanig te staak moet die Sekretaris van die Raad minstens 14 dae voor die datum waarop hy voornemens is om sy optrede te staak, skriftelik daarvan in kennis te stel.

13.6 Elke werkgewer in die Nywerheid moet gelyktydig met sy aansoek om registrasie 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om die volgende betalings ten opsigte van sy werknemers te dek:

13.6.1 Indien die werkgewer sy werknemers op 'n weeklikse grondslag betaal, moet die waarborg twee weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en twee weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees;

13.6.2 Indien 'n werkgewer sy werknemers op 'n tweeweeklikse grondslag betaal, moet die waarborg drie weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en drie weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees;

13.6.3 Indien die werkgewer sy werknemers op 'n maandelikse grondslag betaal, moet die waarborg vyf weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en vyf weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R2 000 moet wees;

13.6.4.1 Indien 'n werkgewer die getal werknemers in sy diens op enige tydstip uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgewer binne 21 dae vanaf die datum waarop die Raad hom in kennis stel, of binne sodanige verdere tydperk as wat die Raad toelaat, die bedrag van sy waarborg verhoog tot die bedrag wat die Raad ooreenkomstig subklousule 13.6.1 hiervan weer bepaal het in verhouding tot die verhoogde getal werknemers.

13.6.4.2 Die Raad moet eweneens 'n werkgewer toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in die diens van sodanige werkgewer 'n vermindering regverdig: Met dien verstande dat so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgewer skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg.

13.6.4.3 Geen vermeerdering of vermindering van die bedrag van 'n waarborg ooreenkomstig klousule 13.6.4.1 en 13.6.4.2 mag met tussenposes van minder as ses maande vereis of toegelaat word nie.

13.6.4.4 Hierdie klousule is nie van toepassing nie op 'n lid van die werkgewersorganisasie wat 'n party by die Ooreenkoms is wat assuransiewaarborge verskaf.

13.7 Indien 'n werkgewer sy waarborg ingedien het en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousule 2 van Hoofstuk 5 voldoen het nie, moet sodanige waarborg verbeur word aan die algemene fondse van die Raad en sy registrasie as werkgewer gekanselleer word nadat die Raad hom daarvan verwittig het deur 'n geregistreerde brief na sy jongste bekende adres te stuur. Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgewer daarom aansoek doen en sy aansoek vergesel gaan van bewys ter staving van sy eis, asook bewys dat hy ten volle voldoen het aan hierdie Ooreenkoms, soos deur die Raad vereis, sodanige waarborg tesame met die rente wat daarop opgeloop het teen 'n koers van soos van tyd tot tyd deur die Raad bepaal, aan sodanige werkgewer kan terugbetaal.

13.8 Die Raad kan 'n gedeelte of die hele bedrag van 'n waarborg wat deur 'n werkgewer betaal is, gebruik om 'n bedrag wat deur sodanige werkgewer aan die Raad verskuldig is ten opsigte van toelaes, bydraes of lone verskuldig aan een of meer werknemers in diens by so 'n werkgewer te betaal indien die Raad oortuig is dat sodanige toelaes, bydraes of lone aan die betrokke werknemers verskuldig en betaalbaar is.

13.9 Werkgewers kan deur hul werkgewersorganisasies 'n versekeringspolis uitneem om die dekking te verkry wat in klousule 13.6.1 hiervan beoog word.

14. SLEGS-ARBEID-KONTRAKTEURS

14.1 Geen slegs-arbeid-kontrakteur mag werk in die bounywerheid kragtens 'n slegs-arbeid-kontrak onderneem nie, tensy hy by die Raad geregistreer is as 'n werkgewer of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is.

14.2 Kontrakteurs mag slegs werk aan slegs-arbeid-kontrakteurs toeken indien bewys van registrasie by die Raad bevestig kan word en nakoming van die Raad se Ooreenkoms deur die Raad gestaaf word. Indien die kontrakteur aan hierdie voorwaarde voldoen het, sal kontrakteurs nie verantwoordelik wees vir eise deur die werknemers van die slegs-arbeid-kontrakteur nie.

14.3 'n Kontrakteur wat versuim om aan die bepalinge van klousule 14 (2) te voldoen, sal egter slegs aanspreeklik gehou word vir die betaling van lone en bydraes van die werknemers van die ongeregistreerde slegs-arbeid-kontrakteur, indien sodanige slegs-arbeid-kontrakteur nie in staat is om sy verpligting kragtens hierdie Ooreenkoms na te kom nie.

15. KENNISGEWINGBORD

Elke werkgewer moet wanneer hy bouwerk verrig wat langer as 'n maand duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon op 'n opvallende plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres van sodanige werkgewer verstrek. Met dien verstande dat waar meer as een werkgewer op die bouterrein optree, bostaande besonderhede van al die werkgewers op een gesamentlike kennisgewingbord kan verskyn.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms vertoon op elke werksterrein waar langer as ses maande gewerk word en by sy gewone besigheidsplek op 'n opvallende plek wat maklik vir al sy werknemers toeganklik is.

17. NATWEERSKUILING

17.1 By alle persele waar boubedrywighede aan die gang is, moet werkgewers geskikte akkommodasie verskaf—

17.1.1 om as skuiling vir werknemers wat gedurende nat weer te dien;

17.1.2 om as kleedkamer te dien: Met verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 25 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleedkamer toelaat nie.

18. VERVERSINGSGOUSE

Alle werknemers is geregtig op 'n pouse vir verversings van 20 minute per dag wat geneem word volgens ooreenkoms tussen werkgewer en werknemer en wat geag word tyd gewerk te wees. Geskikte geriewe vir die doel om verversings voor te berei moet deur die werkgewer verskaf word.

19. VRYSTELLINGS

19.1 Behoudens die voorbehoudsbepalinge by artikel 51 (3) van die Wet kan die Raad om redes wat hy afdoende ag, skriftelik vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan 'n persoon of persone verleen.

19.2 'n Vrystellingsertifikaat, onderteken deur die Sekretaris of 'n gemagtigde persoon, moet uitgereik word aan elkeen wat vrystel word.

19.3 'n Vrystellingsertifikaat, moet die voorwaardes meld waarop 'n vrystelling toegestaan is, die duur van sodanige vrystelling en die gebied waar dit van toepassing is.

19.4 Die Raad kan te eniger tyd 'n vrystellingsertifikaat wysig of intrek sonder om sy redes te verstrek. Met dien verstande dat skriftelike kennis van 10 werkdade aan die vrystelnde persoon gegee word.

20. REGTE VAN VAKVERENIGINGSBEAMPTES

Beamptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkwinkels met die doel om met werknemers wat op die terrein werk werwing en lidmaatskap van die vakverenigings te bespreek: Met dien verstande dat hulle nie mag voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry het: Met dien verstande voorts dat die toestemming nie sonder billike rede weerhou mag word nie.

21. HEFFING: WERKNEMERPARTYE

21.1 'n Bedrag van R2,50 per week word afgetrek van die lone van alle algemene werkers en R3,70 van die lone van alle ander werknemers wat vir 'n werkgewer gewerk het nie korter nie as drie volle dae gedurende die week.

21.2 Bedrae wat ingevolge klousule 21.1 hiervan afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemers deur die Raad in 'n trustrekening gehou word.

21.3 Die bedrag in die krediet van die werknemer moet nie later nie as die aanvangsdatum van die jaarlikse vakansietydperk elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging wat 'n party by die Raad is, betaal moet word.

21.4 Die Raad kan na goëddunke die bedrag in klousule 21.1 hiervan bedoel, insluit in 'n bydrae wat hy van tyd tot tyd in gebruik neem.

21.5 Enige werknemer wat nie lid is van enige van die vakverenigings wat partye by die Raad is, mag versoek om vrygestel te word van die bepaling van klousule 21.1.

22. HEFFING: WERKGEWERSPARTY

22.1 Elke werkgewer wat lid is van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is, die bedrag aan die Raad betaal wat in die konstitusie van die werkgewersorganisasie bepaal word.

22.2 Die Raad moet elke maand aan die werkgewersorganisasie hierbo bedoel, onderskeidelik die bedrae oorbetal wat hy ingevolge hierdie klousule invorder.

23. VERBOD OP STAKINGS OF UITSLUITINGS

Geen party by hierdie Ooreenkoms mag 'n staking aanstig of enige werknemer aanhits om aan 'n staking deel te neem of dit voort te sit of aan 'n staking of aan die voortsetting van 'n staking deel te neem nie; en geen party by hierdie Ooreenkoms mag 'n uitsluiting aanstig of enige party by hierdie Ooreenkoms aanhits om aan 'n uitsluiting deel te neem of dit voort te sit of aan 'n uitsluiting of die voortsetting van 'n uitsluiting deelneem nie, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms, wat bindend is vir die partye by die Raad wat by die staking of uitsluiting betrokke is of sal wees en waarvan enige bepaling handel oor die aangeleentheid wat aanleiding gee tot die staking of uitsluiting.

24. VERBOD OP DISPUTE EN DOOIE PUNTE

Die partye by hierdie Ooreenkoms verbind hulle daartoe om geen dispuut of dooie punt teen ander party by hierdie Ooreenkoms te verklaar nie ten opsigte van enige van die bepalings in hierdie Ooreenkoms vervat, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms. Desgelyks verbind die partye by hierdie Ooreenkoms hulle daartoe om geen dispuut of dooie punt teen enige ander party by die Ooreenkoms te verklaar nie gedurende die tydperk van geldigheid van hierdie Ooreenkoms of verlengde tydperk van die Ooreenkoms ten opsigte van aangeleenthede en items wat eise vir onderhandelings tussen die partye by die Ooreenkoms uitmaak en wat betrekking het op insluiting by 'n toekomstige Ooreenkoms.

25. VERBOD OP TWEEVLAKE-BEDINGING

Die partye by hierdie Raad verbind hulle daartoe om geen poging aan te wend om weer oor enige van die bepalings in hierdie Ooreenkoms vervat op maatskappy- of ondernemingvlak te onderhandel nie, ongeag of daar 'n geldige erkenningsooreenkoms van krag is tussen 'n vakverenigingparty en 'n lid van een van die werkgewersparty of nie, gedurende die tydperk van geldigheid van hierdie Ooreenkoms of daaropvolgende verlengde tydperk, tensy die werkgewersparty vrywillig besluit om van hierdie verbod af te sien.

26. ALGEMEEN

26.1 Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as dié wat in hierdie Ooreenkoms voorgeskrif word of die toepassing op 'n werknemer van behandeling of die toekenning aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgeskrif, veroorloof nie, en ook mag dit nie afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

26.2 Elke bepaling, of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

27. VEILIGHEIDSBEPALINGS

Elke werkgever en elke werknemer moet voldoen aan die Wet op Beroepsgegesondheid en Veiligheid, 1993, soos gewysig, en die regulasies daarkragtens opgestel.

28. PROSEDURERIGLYNE

Prosedureriglyne ten opsigte van—

- (a) personeelbesnoeiing;
- (b) griesfhantering; en
- (c) dissiplinêre optrede,

is beskikbaar by die kantore van die Bounywerheidsraad (Transvaal) om werkgevers en werknemers behulpsaam te wees in dié verband.

29. PRODUKTIWITEITSRIGLYNE

Produktiwiteitsriglyne moet van tyd tot tyd deur die Raad uitgereik word.

30. GESKILBESLEGTINGSHEFFING

30.1 Elke werkgever in die Bounywerheid moet, ten opsigte van elke werknemer in sy diens, 'n bedrag soos omskryf in Hoofstuk 5 van hierdie Ooreenkoms, aan die Raad betaal, vir die instandhouding van 'n geskilbeslegtingstelsel soos vereis deur die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995).

30.2 'n Bedrag, soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms, moet van die lône van elke werknemer wat in die Bounywerheid werk, afgetrek word en aan die Raad oorbetal word deur sy werkgever, vir die instandhouding van 'n geskilbeslegtingstelsel soos vereis deur die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995).

HOOFSTUK 2

KLASSIFIKASIE EN OMSKRYWING VAN TAKE

1. GESPEFISEERDE AMBAGTE

1.1 Werknemers (gespesifiseerde ambag) en leerlingwerknemers (gespesifiseerde ambag) kan werk in een of meer van die volgende gespesifiseerde ambagte verrig:

- 1.1.1 *Bloklêwerk*: Die lê van blokke soos omskryf, hoogtes meet, hoeke optrek, deurkosyne en vensterrame stel, profiele of setmate opstel.
- 1.1.2 *Plaveiwerk*: Die lê van plaveiblokke, plaveistene en slasto, uitlêwerk en bepaling van vlakke en valle.
- 1.1.3 *Oprigting van bekisting*: Hout- en staalbekisting monteer en oprig vir mure, kolomme, balke en blaaie.
- 1.1.4 *Oprigting van steiers*: Afmerkwark, oprig en waterpasmaak van alle tipes steiers.
- 1.1.5 *Pleistersteenmesselaar*: Pleisterstene volgens profiele en setmate, uitgesonderd die opstelling van inmesselprofiele, setmate, deur- en vensterrame gedurende aangrensende konstruksiewerk nagaan of deur- en vensterrame in die lood of waterpas is.
- 1.1.6 *Betonafstrykwerk*: Bepaling van vlakke en valle, afstryking en afwerk van beton met die hand of 'n masjien.
- 1.1.7 *Bediening en toerusting*: Hyskrane en grondverskuiwingsmasjinerie en dergelike toerusting bedien, elektriese of meganiese masjiene soos betonmengers, sae, kantsnyers/slypers, poleer- en sandstraalmasjiene en lettersnymasjiene bedien, swaaiarmhystoestelle bedien, voertuie, meganiese storters en trekkers dryf, houtwerkmasjiene en sproeispuite bedien en gereedskapmaak (klipmesselaarambag).
- 1.1.8 *Teël- en/of leiklipdekking*: Afmerk, aanbring, sny en/of vassit van dakteëls en nokdekking van beton/terracotta, asbes of leiklip.
- 1.1.9 *Dakplaatwerk*: Afmerkwark, aanbring, sny en/of vassit van metaaldakplate en -nokdekking en/of metaalteëls en -nokdekking.
- 1.1.10 *Skrynwarkmontering*: Monteer en vassit van alle skrynwarkkomponente.
- 1.1.11 *Aluminiummontering en -sweiswerk*: Vensters, winkelfronte, deure, deurrume, toonbanke, storthokkies, verandah-omsluitings en sonskerms van aluminium in die fabriek of werkwinkel, monteer, vassit en sweis, met inbegrip van beglasing en vassit van aluminiumkomponente op die terrein.
- 1.1.12 *Plafonwerk*: Oprigting en installering van gepatenteerde hangplafonstelsels.

- 1.1.13 *Oprigting van afskortings*: Oprigting en installering van aluminium- en droëmuurafskortings volledig met deure en slotte maar uitgesonderd doelgemaakte afskortings.
- 1.1.14 *Installering van voorafvervaardigde rakkaste*: Oprigting en installering van voorafvervaardigde staal- en houtrakkaste en -kabinette.
- 1.1.15 *Hulp by pleisterwerk (pleisteraar se assistent)*: Saksmeerwerk, eenlaagpleisterwerk op mure en plafonne, uitgesonderd kolomme, koepels, balke, penante en boë, afvlak van betonvloere, uitgesonderd trappe en deurdrumpels.
- 1.1.16 *Hulp by teëlwerk (teëllêer se assistent)*: Afvlak van vloere; lê van vloerteëls, met inbegrip van sny- en laswerk, vassit van muurteëls aan gepleisterde muur met kleefmiddel, met inbegrip van snywerk, maar uitgesonderd dakwange, drumpels, kolomme en penante.
- 1.1.17 *Hulp by waterdigting (waterdigtingswerker se assistent)*: Waterdigting en vogdigting van alle horisontale en/of skuins en vertikale oppervlakke met inbegrip van tenks, met alle soorte dakmembrane, plate en lak- of semi-lakmastiklae.
- 1.1.18 *Geutwerk*: Vassit van metaal-, PVC- of asbesgeute en geutpype, afmerk en vassit van ondervoegskorte of trappiesvoegskorte.
- 1.1.19 *Asfaltwerk*: Aanwending van asfalt op alle oppervlakke.
- 1.1.20 *Hulp by verfwerk (verwer se assistent)*: Aanwending van grondverf en onderlae op alle oppervlakke; aanwending van eindlae op mure en plafonne met 'n roller, met inbegrip van insnywerk van geverfde panele met 'n kwas.
- 1.1.21 *Aanwendingswerk*: Uittlêwerk, meng en aanwending van alle soorte spesiale muurbedekkings en/of tekstuurlae.
- 1.1.22 *Huisbeglasing*: Insit van en voorwerk aan gewone staal- of houtrame en staal- of houtkraalrame.
- 1.1.23 *Matlêwerk*: Uittlê- en afmerkwerk, sny, lê en/of span en las van alle soorte matte.
- 1.1.24 *Veerkragtige vloerlêwerk*: Uittlê- en afmerkwerk, die lê en vassit van hout-, en mosaïek- en komposisie-rubbervloere en vloere van enige ander materiaal, die insit van alle soorte vloer- en muurbedekkings van teëls of stroke met inbegrip van veerkragtige bevoering, linoleum, Malthoid, asfaltteëls of materiaal met asfalt-basis, kurk-, rubber-, viniel- en plastiekkomposisies.
- 1.1.25 *Hulp by loodgieterswerk (loodgieter se assistent)*: Aanmeakaarsit en vassit van gietyster-, staal-, PVC-, koper- en plastiekpype en toebehore aan mure en vloere, vassit van sanitêre los en vaste toebehore, met inbegrip van geisers, aan mure.
- 1.1.26 *Hulp by rioolaanlegwerk (rioolleer se assistent)*: PVC-, pikvesel- en erde-, gietyster- en betonpype lê, rioolputte, vetsperders en soortgelyke toebehore aanbring.
- 1.1.27 *Oprigting van voorafgegiete mure en heinings*: Uittlêwerk, oprigting en loodregstel van voorafgegiete mure en heinings, met inbegrip van die installering van deure en hekke.
- 1.1.28 *Oprigting van klipgedenkstene*: Uittlêwerk, hoogtes bepaal, fondamente lê, gedenkstene oprig en afbreek, voertuie dryf, hystoerusting bedien.

In die geval van 'n meningsverskil oor die vertolking van bogenoemde onderwerpe, moet die Raad 'n beslissing gee wat finaal en bindend is.

2. NIE-AANGEWESE AMBAGTE (AMBAGSMANAMBAGTE)

2.1 'n Ambagsman of kwekeling-ambagsman kan een of meer van die volgende werksaamhede verrig in die ambagte wat gedeeltes is van 'n aangewese ambag soos hieronder aangedui:

- 2.1.1 *Messelaar*: Uittlêwerk, pleister- en sierstene in fondamente en bobou inmessel, venster- en deurrame inbou, hoeke in die lood bring, profile en setmate opstel, maar uitgesonderd die bou van boë, penante, kappe, drumpels, en dekoratiewe steenwerk.
- 2.1.2 *Boutimmerwerk*: Uittlêwerk, vertolking van tekeninge en bepaling van hoogtes, alle tipes bekisting maak en oprig, uittlêwerk en skoring maak en oprig.
- 2.1.3 *Afwerktimmerwerk*: Uittlêwerk, vertolking van tekenings en bepaling van hoogtes, deure hang, slotte installeer, rakkaste, kabinette, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring vloerlyste en lyswerk vassit.
- 2.1.4 *Daktimmerwerk*: Uittlêwerk, vertolking van tekeninge en afmerkwerk, hoogtes bepaal, houtkapdrastukke en kappe, wolfhoeke en kiele maak, vassit en oprig, voegskorte opmaak en aanbring, toesig hou oor die aanbring, sny en/of vassit van dakteëls, dakplate en nokdekking van beton, asbes, leiklip en metaal of soortgelyke materiaal.
- 2.1.5 *Plafon- en afskortingsoprigting*: Uittlêwerk, vertolking van tekeninge en bepaling van hoogtes, alle tipes afskortings en plafonne oprig, met inbegrip van deure hang en slotte installeer.
- 2.1.6 *Verfwerk*: Vertolking van tekeninge en verfskodes, alle lae verf, vernis, beits en lakvernis of dergelyke materiaal op allerlei oppervlakte aanwend, kleure meng en pas.

- 2.1.7 *Beglasing (patent)*: Uittêwerk, vertolking van tekeninge en afmerkwêrk, gewone staal- en houtrame en staal- en houtkraalrame insit en beglaas, staal-, hout- en aluminiumkomponente met verskillende soorte glas insit en beglaas, met gebruikmaking van gewone en patentruitwerkmodes, verseëling met silikon, polisulfied en dergelike produkte.
- 2.1.8 *Waterdigting*: Vertolking van tekeninge, uittêwerk, toesig hou oor en uitvoering van alle waterdigtings- en vogdigtingswerk met inbegrip van tenks.
- 2.1.9 *Houtmasjienerwerk*: Uittêwerk, vertolking van tekeninge, sirkelsaagspoonse, radiaalarmsae, kettingsae, uitsnysae, skaaf-, lys-, tapgat-, tapsny- en skuurmasjiene opstel en bedien, houtdraaimasjiene bedien, profiel-beitels ontwerp en skerpmaak, slypmasjiene, profiel- en skerpmaaktoerusting opstel en bedien, patroonplate en setmate maak en gebruik.
- 2.1.10 *Rioolaanlegwerk*: Uittêwerk, vertolking van tekeninge en bepaling van hoogtes, afmerkwêrk, riole lê volgens 'n val, betonbedekking, toetsing, mangate bou, vloeivulling en skoring, toesig hou oor ander kategorieë werknemers.
- 2.1.11 *Loodgieterswerk*: Uittêwerk, vertolking van tekeninge, afmerkwêrk, hoogtes bepaal, toesig hou oor ander kategorieë werknemers, plaatmetaalwerk, alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype, sanitêre los- en toebehore installeer, met inbegrip van geisers en kleppe.
- 2.1.12 *Pleisterwerk*: Uittêwerk, afmerkwêrk en vertolking van tekeninge, een- en tweelaagpleisterwerk aan alle oppervlakte, afvlakking van alle oppervlakke, met inbegrip van granolietafwerking.
- 2.1.13 *Klipkapwerk*: Uittêwerk, afmerkwêrk, vertolking van tekeninge, kap, vlakmaak en profilerings van klip, patroonplate maak, toesig hou oor die oprig van gedenkstone.
- 2.1.14 *Muurpapierplakwerk*: Afmerkwêrk, alle soorte muurpapier plak, met inbegrip van sny- of afwerking.
- 2.1.15 *Algemene ambagsman*: 'n Werknemer wat toegelaat word om die omskrewe take van twee of meer van die nie-aangewese ambagte te verrig.
- 2.1.16 *Aanbring van staalwapening*: Uittêwerk, vertolking van buigskedules en wapenuitlegplanne, toesig hou, aanbring van alle klasse staal- en gasdraadwapening.
- 2.1.17 *Klipmesselwerk*: Afmerkwêrk, uittêwerk, vertolking van tekeninge, bepaling van hoogtes, oprigting, vasheg en demontering van natuurlike en fineerklip.
- 2.1.18 *Lettersnywerk/klipdekorasiewerk*: Uittêwerk, afmerkwêrk, uitsny van alle tipes letters en versierings, toesig hou oor alle ander kategorieë van werknemers.

3. AANGEWSE AMBAGTE (VAKMANSAMBAGTE)

3.1 'n Vakman of vakleerling kan een of meer van die volgende werksaamhede verrig in die vakmansambagte wat hieronder aangedui word:

- 3.1.1 *Messelwerk*: Uittêwerk, bepaling van hoogtes, vertolking van tekeninge, pleister- en sierstone in alle tipes verbande in fondamente in bobou inmessel, lateie bou, plaveiwerk in dagha, dekoratiewe steenwerk, alle tipes boë, penante, kappe en drumpels bou, venster- en deurrame opstel en inbou, hoeke in die lood bring, profiele of setmate opstel.
- 3.1.2 *Timmerwerk*: Uittêwerk, vertolking van tekeninge, bepaling van hoogtes, alle tipes bekisting maak en oprig, uittêwerk, skoring maak en oprig, uittêwerk en wapening aanbring, vertolking van kraalskedules en wapening-uitlegplanne, vorms vir voorafgegiëte eenhede maak, deure hang, slotte installeer, kabinette, rakkaste, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring, vloerlyste en lyswerk aanbring, houtkapdrastukke en kappe, wolfhoeke en kiele maak, vassit en oprig, voegskorte, opmaak en aanbring, aanbring, sny en/of vassit van dakteëls en nokdekking van beton, asbes, leiklip of dergelike materiaal, aanbring, sny en/of vassit van metaaldakteëls of -dakplate en -nokdekking, alle tipes afskortings en plafonne oprig.
- 3.1.3 *Skrynwerk en houtmasjienerwerk*: Uittêwerk, vertolking van tekeninge, alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiske, afskortings en paneelwerk vervaardig, aanmeakaarsit, installeer, hang en vassit, alle houtwerkmasjiene bedien, slotte en ysterware installeer.
- 3.1.4 *Winkeltoerustingwerk*: Uittêwerk, vertolking van tekeninge, alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiske, afskortings en paneelwerk vervaardig, aanmeakaarsit, installeer, hang en vassit, alle houtwerkmasjiene bedien, slotte en ysterware installeer, gas- of boogswiswerk, vou- en buigwerk, vensterrame, deurrame, deure, vensters, winkelfronte, afskortings en gordynmure uit aluminium of ander metale vervaardig en installeer.
- 3.1.5 *Pleister- en teëlwerk*: Uittêwerk, vertolking van tekeninge en bepaling van hoogtes, vloere, trappe en deurdrumpels afval, vloere, trappe en deurdrumpels granolities afwerk, vorms *in situ* maak, plaveiblokke, plaveistene en slasto lê, een- en tweelaagpleister aan alle oppervlakke aanbring, gepoleerde terazzo aan mure, vloere en trappe aanbring en afwerk, dekoratiewe pleisterwerk aanbring, alle soort muur- en vloerteëls of alle tipes oppervlakke aanbring, mosaïek op alle tipes oppervlakke vassit.

- 3.1.6 *Loodgieters- en rioolaanlegwerk*: Afmerk- en uitlewerk, bepaling van hoogtes, vertolking van tekeninge, toesig hou oor ander kategorieë werknemers, plaatmetaalwerk, alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype, sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe, riele lê volgens 'n val, betonbedekking, toetsing, mangate bou, vloevulling en skoring.
- 3.1.7 *Verfwerk en versiering*: Uitlewerk, vertolking van tekeninge en verfskedules, toesig hou oor alle kategorieë werknemers, verf, vernis en beits op alle oppervlakke aanwend, verf met 'n sproeispuut aanwend, kleure meng en pas, dekoratiewe afwerking soos marmering en vlamskildering, sjablonering, lakpolering, stippeling, muurplakwerk en huishoudelike beglasing aanwend.

HOOFSTUK 3 MASSAVERVAARDIGING

1. ALGEMEEN

1.1 Hierdie Hoofstuk moet nagekom word deur alle werkgewers en werknemers wat betrokke by of werksaam is in die Massavervaardigingsekie van die Bounywerheid.

1.2 Die bepalings van Hoofstukke 1, 2, 5, 6 en 7 van hierdie Ooreenkoms is *mutatus mutandis* van toepassing op hierdie Hoofstuk. Waar die bepalings van bogenoemde Hoofstukke strydig is met die bepalings in hierdie Hoofstuk vervat, is die bepalings van laasgenoemde Hoofstuk van toepassing en moet hulle voorkeur geniet.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Hoofstuk gebruik word en nie hierin omskryf word nie maar wat omskryf is in Hoofstukke 1 en 2 van hierdie Ooreenkoms, het dieselfde betekenis as in daardie Hoofstuk; voorts beteken—

“ambagsman (skrynwerker) (massavervaardiging)” 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 6.1.2 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

Houtwerk afmerk en uitle, vervaardig, monteer, skaaf en afwerk;

“Ambagsman (houtmasjiener) (massavervaardiging)” 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 6.1.2 van Hoofstuk 1 voldoen het, en wat een of meer van die volgende werksaamhede kan verrig:

- (1) Toesig hou oor masjienerbedieners en vervaardigingswerkers;
- (2) snymesse meganies monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:
 - (a) Regop- en vormspille;
 - (b) snyerlysmasjiene;
 - (c) skaafmasjiene;
 - (d) dikteskaafmasjiene;
 - (e) tapsnymasjiene;
 - (f) viersydige masjiene;
 - (g) tapgat- en en meerkop-tapgatmasjiene;
- (3) kragmasjiene versorg, bedien, aan- en afskakel;

“Ingebou” 'n proses waarvolgens 'n artikel struktureel permanent met 'n gebou geïntegreer of op 'n anouer wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op 'n ander wyse daarby ingelyf te wees, op so 'n wyse dat dit sy afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

“vakman (massavervaardiging)” 'n werknemer wat as sodanig geregistreer is en wat aan die vereistes van klousule 6.1.1 van Hoofstuk 1 voldoen het;

“Vervaardigingswerker (massavervaardiging)” 'n werknemer wat onder toesig enigeen van die volgende werk saamhede verrig:

- (1) Een of meer van die volgende masjiene versorg, bedien, aan- en afskakel maar nie sodanige masjiene opstel of verstelwerk daaraan verrig nie, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene.
 - (a) Dubbel- of driedrom- of breëbandskuurmasjiene;
 - (b) paneel- of deurskuurmasjiene;
 - (c) skuifbandskuurmasjiene;
 - (d) dwarssae;
 - (e) tapgat- en meerkop-tapgatmasjiene;

- (2) materiaal in meganies gevoerde houtwerk-kragmasjiene voer en dit daarvan afhaal;
- (3) onder toesig enigeen of meer van die volgende:
 - (a) Gestootlaste materiaal aanmeakaarsit en vassit en vervaardigde komponente in setapparate of klampe monter;
 - (b) deur en vensterrame vasklamp of vasklem;
 - (c) outomatiese of handperse bedien;
 - (d) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;
 - (e) plafon- en vloerpaneel volgens setmate aanmeakaarsit;
 - (f) rugstukke aan toebehore vassit;
 - (g) laaie en vlaklaaie (met inbegrip van bome) vasspyker;
 - (h) timmerhout met verplaasbare skuurmasjiene skuur;
 - (i) gate in timmerhout boor, met gebruikmaking van draagbare kraggereedskap;
 - (j) wie sny en afwerk;
 - (k) 'n grondverlaag of 'n eerste verlaag op allerlei ongeverfde oppervlakke aanbring;

"Massavervaardigingseksie van die Bounywerheid" behoudens die bepalings van 'n Afbakeningsvasstelling kragtens artikel 76 van die Wet, die Seksie van die Bounywerheid wat in klousule 3 van Hoofstuk 1 van die Ooreenkoms omskryf word, waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse om artikels en/of onderdele vir artikels te vervaardig en/of die aanmeakaarsit van sodanige artikels wat hoofsaaklik vervaardig is uit hout of hoofsaaklik uit 'n kombinasie van hout en plastiek en/of enige metaal en/of ander materiaal, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word;

"werkwinkel buite die terrein" 'n perseel wat nie op 'n plek geleë is waar bouwerksaamhede aan die gang is nie en wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, 1983, as 'n "fabriek" geregistreer is of moet wees;

"skrynerwerkmonteerder (gespesifiseerde ambag) (massavervaardiging)" 'n werknemer wat as sodanige geregistreer is, wat aan die vereistes van klousule 6.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (1) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjiene of uitsnysaag volgens 'n setmaak bedien;
- (2) glassny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;
- (3) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deure, tap, settap, setmonteer en vasspyker;
- (4) skarniere, stuiters en hegstukke vasheg met gebruikmaking van setmate, vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

"masjienebediener (gespesifiseerde ambag) (massavervaardiging)" 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 6.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (1) Toesig hou oor vervaardigingswerkers;
- (2) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van voorafbepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (a) Besemstokmasjiene;
 - (b) sirkelsae;
 - (c) bandnasaagmasjiene;
 - (d) kant- en kantafwerkmasjiene;
 - (e) alle blokkiesvloer- en mosaïkvloermasjiene;
 - (f) regop- en vormspille;
 - (g) snyerlysmasjiene;
 - (h) skaafmasjiene;
 - (i) dikteskaafmasjiene;
 - (j) tapsnymasjiene;
 - (k) viersydige masjiene;
 - (l) tapgat- en meerkop-tapgatmasjiene;

"hout" hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak.

3. WERKDAE EN WERKURE

- 3.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is—
- 3.1.1 in die geval van 'n werknemer van wie vereis word om ses dae per week te werk, hoogstens 46 uur in 'n week van Maandag tot en met Saterdag, bereken teen hoogstens agt uur per dag van Maandag tot Vrydag en ses uur op 'n Saterdag;
- 3.1.2 in die geval van 'n werknemer wat vyf dae per week werk, hoogstens 46 uur in 'n week van Maandag tot en met Vrydag, bereken teen hoogstens 9,2 uur per dag.

HOOFSTUK 4**DIMENSIONELE KLIPNYWERHEID****1. ALGEMEEN**

- 1.1 Die bepalinge van hierdie hoofstuk moet deur alle werkgewers in die Dimensionele Klipnywerheid nagekom word.
- 1.2 Die bepalinge van Hoofstukke 1, 2, 5, 6 en 7 is *mutatis mutandis* op hierdie hoofstuk van toepassing. Waar die bepalinge van hierdie hoofstukke onbestaanbaar is met die bepalinge in hierdie hoofstuk vervat, is laasgenoemde bepalinge van toepassing en geniet hulle voorkeur.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie hoofstuk gebesig word en nie hierin omskryf word nie, maar in Hoofstukke 1 en 2 van hierdie Ooreenkoms omskryf word, het dieselfde betekenis as in daardie hoofstuk; voorts beteken—

"Dimensionele Klipnywerheid" die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om monumentklipwerk op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat betrokke is by klipmesselwerk, soos die voorbereiding van klip vir geboue, of ander klipwerk, en omvat dit ook die winning van klipblokke met voorafbepaalde fatsoene en groottes deur metodes soos boor, propping of saag vir bou-, klipmessel- en monumentdoeleindes.

"algemene werker" 'n werknemer wat enige taak of werksaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van "geskoolde werknemer" en "half-geskoolde werknemer" soos omskryf in Hoofstuk 1, en omvat dit die volgende werknemers:

- (a) Versendingswerker;
- (b) oprigtingsassistent;
- (c) werkswinkelwerker: onderhoud;
- (d) klipjoggie; en
- (e) lugboor-/handbooroperateur.

"graad 1-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Elementêre tipe handkraanoperateur;
- (b) sandstraaloperateur;
- (c) werkswinkelassistent;
- (d) verpakkingswerker;
- (e) operateursassistent;

"graad 2-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Handpoleerder;
- (b) draagbare poleermasjienoperateur;
- (c) sy/kantpoleermasjienoperateur;
- (d) poleermasjienoperateur (Spekard/Jenilin);
- (e) staanbooroperateur;

"graad 3-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Een-, twee- of drielemsaagoperateur;
- (b) dubbellembrugsagoperateur;
- (c) kwaliteitskontroleur;
- (d) profielskuurder;

"graad 4-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Outomatiese poleermasjienoperateur;
- (b) poleerblokmaker;
- (c) diamantbloksaagoperateur;

- (d) swaaisaagoperateur;
- (e) veellesaagoperateur
- (f) spanleier;
- (g) vorkhyserdrywer;
- (h) drywer van 'n motorvoertuig met kode 8-lisensie;
- (i) vlammasjienoperateur;
- (j) kraandrywer.

3. VOORSKREWE LONE

3.1 **Algemeen:** Lone van werknemers moet aangepas word óf na die nuwe voorgeskrewe lone kragtens klousule 3.1.2 van hierdie Hoofstuk, óf met die algemene verhoging kragtens klousule 3.1.3 van hierdie Hoofstuk, watter ook al die grootste is, en voorts mag geen werkgewer lone betaal en geen werknemer lone aanvaar nie wat laer is as dié hieronder genoem, gelees met die res van die bepalings van hierdie klousule:

3.1.1 Die volgende formules is van toepassing om die loonskale van die verskillende grade te bereken:

Graad 1-werknemer: Algemene werkersloon plus 20% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 2-werknemer: Algemene werkersloon plus 40% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 3-werknemer: Algemene werkersloon plus 60% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 4-werknemer: Algemene werkersloon plus 80% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

3.1.2 Geskoolde, halfgeskoolde en ongeskoolde werknemers:

BYLAE

Kategorie van werknemer	Loon per uur
	Met ingang van die datum van inwerking-treding van hierdie Ooreenkoms
	R
Vakman.....	20,46
Ambagsman.....	15,40
Werknemer (gespesifiseerde ambag).....	9,17
Graad 1-werknemer.....	6,63
Graad 2-werknemer.....	7,27
Graad 3-werknemer.....	7,90
Graad 4-werknemer.....	8,54
Algemene werker.....	6,00

3.1.3 Algemene verhoging:

BYLAE

Kategorie van werknemer	Per uur
	R
Vakman.....	1,86
Ambagsman.....	1,40
Werknemer (gespesifiseerde ambag).....	0,87
Graad 1-werknemer.....	0,65
Graad 2-werknemer.....	0,71
Graad 3-werknemer.....	0,76
Graad 4-werknemer.....	0,82
Algemene werker.....	0,60

3.1.4 Werkgewers wat voor die inwerkingtreding van hierdie Ooreenkoms lene op 'n vrywillige basis aangepas het, kan enige sodanige verhogings wat na 14 Oktober 1996 aan werknemers toegestaan is, aftrek van die bedrae genoem in klousule 3.1.3 van hierdie Hoofstuk.

HOOFSTUK 5

1. FONDSBYDRAES EN HEFFINGS

Ondanks enige bepalings vervat in hierdie Ooreenkoms wat die gewone werkure bepaal, moet die toelaes en bydraes in klousule 2 bedoel, bereken word teen 40 uur per week.

2. BYDRAES EN HEFFINGS

2.1 Waar 'n werknemer drie volle werkdade of meer in 'n week vir 'n werkgever gewerk het, moet die werkgever benewens ander besoldiging waarop die werknemer ingevolge hierdie Ooreenkoms geregtig is, die bydraes ten opsigte van die loonband waarin sodanige werknemer se werklike loon val, soos in die Bylae hieronder uiteengesit, aan die Raad betaal ten behoeve van die werknemer:

- KOLOM: A = Vakansiefondsbydraes en bonus.
 B = Pensioen-/Voorsorgfondsbydraes.
 C = Mediesefondsbydraes.
 D = Bystandfondsbydraes.
 E = Raadsheffings.
 F = Geskilbeslegtingsheffing.
 G = GMBA-ledeloonwaarborg.
 H = Totale waarde van bydraes.

BYLAE

WEEKLIKSE BYDRAES DEUR WERKGEWER

Loonbande min. tot maks. tarief per uur	A Vakansie- fonds en bonus	B Pensioen-/ Voorsorg- fonds	C Mediese fonds	D Bystands- fonds	E Raads- heffings	F Geskil- besleg- tings- heffing	G GMBA- lede- loon- waarborg	H Totale Waarde
Geskoolde en halfgeskoolde werknemers:								
22,00 en above.....	76,80	69,20	58,60	1,20	0,75	0,75	0,09	207,39
20,00 tot 21,99.....	70,00	63,20	56,00	1,20	0,75	0,75	0,09	191,99
18,00 tot 19,99.....	63,20	57,20	53,60	1,20	0,75	0,75	0,09	176,79
16,00 tot 17,99.....	56,80	51,20	51,20	1,20	0,75	0,75	0,09	161,99
14,00 tot 15,99.....	50,00	45,20	45,20	1,20	0,75	0,75	0,09	143,19
12,00 tot 13,99.....	43,20	39,20	43,40	1,20	0,75	0,75	0,09	128,59
10,00 tot 11,99.....	36,80	33,20	34,40	1,20	0,75	0,75	0,09	107,19
9,00 tot 9,99.....	31,60	28,40	27,60	1,20	0,75	0,75	0,09	90,39
8,00 tot 8,99.....	28,40	25,60	23,20	1,20	0,75	0,75	0,09	79,99
7,00 tot 7,99.....	25,20	22,40	17,80	1,20	0,75	0,40	0,09	67,84
6,00 tot 6,99.....	21,60	19,60	17,00	1,20	0,75	0,40	0,09	60,64
Algemene werker (medies ingesluit):								
6,00 en meer.....	21,60	19,60	17,00	0,40	0,15	0,40	0,09	59,24
5,00 tot 5,99.....	18,40	16,40	16,20	0,40	0,15	0,40	0,09	52,04
4,50 tot 4,99.....	16,00	14,40	15,40	0,40	0,15	0,40	0,09	46,84
Algemene werker (medies uitgesluit):								
6,00 en meer.....	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,00 tot 5,99.....	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
4,50 tot 4,99.....	16,00	14,40	—	0,40	0,15	0,40	0,09	31,44
Nuwe algemene werker:								
4,59 en meer.....	—	—	—	—	0,15	0,40	0,09	0,64

2.2 Elke werkgewer moet weekliks die bedrae soos in die Bylae hieronder uiteengesit, aftrek van die besoldiging van 'n werknemer wie se werklike loonskaal in enige van ondergenoemde loonbande val en wat drie volle werkdade of meer in een week gewerk het, en dié bedrae is die werknemer se bydrae tot die Pensioen-voorsorgfonds, Mediese Fonds, Raadsheffings, Bystandsfonds, en Gereedskapsversekeringsfonds.

KOLOM: A = Pensioen-/Voorsorgfondsbydraes.

B = Mediesefondsbydraes.

C = Gereedskapversekeringsbydraes.

D = Raadsheffings.

E = Geskilbeslegtingsheffing.

F = Werknemerpartyeheffing.

G = Totale waarde van bydraes.

BYLAE

WEEKLIKSE BYDRAES DEUR WERKNEMER

Loonbande min. to maks. tarief per uur	A Pensioen/ Voorsorg- fonds	B Mediese fonds	C Gereed- skapverseke- rings fonds	D Raads- heffings	E Geskil- besleg- tings heffing	F Werknemer- partye- heffing	G Totale waarde
Geskoolde en halfgeskoolde werknemers:							
22,00 en meer	69,20	58,60	0,46	0,75	0,75	3,70	133,46
20,00 tot 21,99	63,20	56,00	0,46	0,75	0,75	3,70	124,86
18,00 tot 19,99	57,20	53,60	0,46	0,75	0,75	3,70	116,46
16,00 tot 17,99	51,20	51,20	0,46	0,75	0,75	3,70	108,06
14,00 tot 15,99	45,20	45,20	0,46	0,75	0,75	3,70	96,06
12,00 tot 13,99	39,20	43,40	0,46	0,75	0,75	3,70	88,26
10,00 tot 11,99	33,20	34,40	0,46	0,75	0,75	3,70	73,26
9,00 tot 9,99	28,40	27,60	0,46	0,75	0,75	3,70	61,66
8,00 tot 8,99	25,60	23,20	0,46	0,75	0,75	3,70	54,46
7,00 tot 7,99	22,40	17,80	0,46	0,75	0,40	3,70	45,51
6,00 tot 6,99	19,60	17,00	0,46	0,75	0,40	3,70	41,91
Algemene werker (mediese fonds ingesluit):							
6,00 en meer	19,60	17,00	—	0,15	0,40	2,50	39,65
5,00 tot 5,99	16,40	16,20	—	0,15	0,40	2,50	35,65
4,50 tot 4,99	14,40	15,40	—	0,15	0,40	2,50	32,85
Algemene werker (uitgesonderd mediese fonds):							
6,00 en meer	19,60	—	—	0,15	0,40	2,50	22,65
5,00 tot 5,99	16,40	—	—	0,15	0,40	2,50	19,45
4,50 tot 4,99	14,40	—	—	0,15	0,40	2,50	17,45
Nuwe algemene werker:							
4,59 en meer	—	—	—	0,15	0,40	2,50	3,05

2.3 Bo en behalwe die aftrekkings in klousule 2.2 hiervan bedoel, moet die werkgewer, waar 'n werknemer drie volle werkdade of meer, maar minder as vyf volle werkdade in een week gewerk het, die bydraes soos aangetoon in die Bylae hieronder, aftrek ten opsigte van elke uur wat sodanige werknemer minder as 40 uur per week gewerk het:

BYLAE

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
Geskoolde en halfgeskoolde werknemers:	
22,00 en meer	5,145
20,00 tot 21,00	4,76
18,00 tot 19,99	4,38
16,00 tot 17,99	4,01
14,00 tot 15,99	3,54

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
12,00 tot 13,99	3,175
10,00 tot 11,99	2,64
9,00 tot 9,99	2,22
8,00 tot 8,99	1,96
7,00 tot 7,99	1,655
6,00 tot 6,99	1,485
Algemene werknemers (mediese fonds ingesluit):	
6,00 en meer	1,465
5,00 tot 5,99	1,285
4,50 tot 4,99	1,155
Algemene werknemers (uitgesonderd mediese fonds):	
6,00 en meer	1,04
5,00 tot 5,99	0,88
4,50 tot 4,99	0,77

2.3.1 Die aftrekkings in klousule 2.3 hiervan bedoel, moet net gemaak word as 'n werknemer sonder toestemming van diens afwesig was of korttyd gewerk het ingevolge klousule 8.3 van Hoofstuk 1.

2.4 Die bydraes en heffings in klousule 2.1 hiervan bedoel en die aftrekkings wat ingevolge klousule 2.2 hiervan gemaak word, moet deur die werkgewer op 'n weeklikse grondslag van die Raad betaal word, tensy vrystelling van die Raad verkry is om die bedoelde bedrae met 'n langer tussenpose as een maal per week oor te betaal.

2.5 Enige werkgewer wat versuim om die bepalinge van klousules 2.2 en 2.3 hiervan na te kom, is in weerwil daarvan verplig om die bedrae wat afgetrek moes word, aan die Raad te betaal.

3. SPESIALE BEPALINGS

3.1 Geen werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat drie volle werkdae of langer per week gewerk het, mag instem of versoek of 'n ooreenkoms met sy werkgewer aangaan met die strekking dat die bydraes en/of aftrekkings in klousule 2 bedoel of regstreeks aan hom betaal word of nie aan die Raad betaal word nie.

3.2 'n werkgewer en sy algemene voormanne en voormanne kan skriftelik daartoe ooreenkom om nie aan die bepalinge van klousule 2 van hierdie Hoofstuk te voldoen nie. Die werkgewer moet die Raad binne sewe dae van sodanige ooreenkoms verwittig.

3.3 'n Werkgewer wat in gebreke bly of nalaat om bydraes soos voorgeskryf ten opsigte van elke werknemer tydig by die Raad in te betaal, moet rente voorgeskryf volgens die Wet op die Voorgeskrewe Rentekoers, 1975, op die waarde van sodanige bydraes betaal, bereken vanaf die datum waarop die bydraes by die Raad inbetaal behoort te gewees het, tot en met die datum waarop dit werklik betaal is.

3.4 Ondanks die feit dat 'n bepaalde bydrae vir 'n werknemer betaal is, is sodanige werknemer slegs geregtig op die voordele soos voorgeskryf deur die reëls van die verskeie Fondse ter waarde van die bydrae wat werklik namens hom by die Raad inbetaal is.

4. VAKANSIEFONDSREGISTRASIE

4.1 Elke werknemer vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy in die Nywerheid begin werk het, by die Raad aansoek doen om Vakansiefondsregistrasie.

4.2 Die Sekretaris moet 'n alfabetiese en numeriese register hou van alle aansoeke om Vakansiefondsregistrasie en 'n spesifieke nommer aan elke aansoeker toeken. Genoemde register moet die volgende inligting verstrek ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is:

- Volle naam;
- geboortedatum;
- persoonsnommer;
- bedryf of beroep;
- geslag; en
- Vakansiefondsnummer deur die Fonds toegeken.

4.3 Die sluitingsdatum ten opsigte van bydraes vir enige besondere jaar is die tweede Vrydag van Oktober.

4.4 Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet, wanneer betalings ten opsigte van toelaes en/of bydraes aan die Raad gemaak word, die werknemer se Vakansiefondsnummer en persoonsnommer aanteken.

HOOFSTUK 6**FONDSE****1. STIGTING EN VOORTSETTING VAN DIE FONDSE**

1.1 Die volgende Fondse word hierby voortgesit:

- (a) Die Vakansiefonds van die Bounywerheid (Transvaal), wat oorspronklik ingestel is by Goewermenskennisgewings Nos. 2688 van 21 November 1952 en R. 956 van 13 Junie 1969, soos gewysig en verleng;
- (b) die Bystandsfonds van die Bounywerheid (Transvaal), ingestel by Goewermenskennisgewings Nos. 2828 van 5 Desember 1952 en R. 3971 van 19 Desember 1969, soos gewysig en verleng;
- (c) die Mediese Hulpfonds vir die Bounywerheid (Transvaal), ingestel by Goewermenskennisgewing No. 1164 van 20 Julie 1962, en soos gewysig en verleng;
- (d) die Gereedskapversekeringsfonds van die Bounywerheid (Transvaal), ingestel by Goewermenskennisgewing No. R. 202 van 6 Februarie 1959, soos gewysig en verleng;

2. ADMINISTRASIE VAN DIE FONDSE

2.1 Die onderskeie Fondse word geadminestreer deur 'n Bestuurskomitee deur die Raad aangestel en bestaan uit gelyke verteenwoordiging van die vakverenigings en werkgewersorganisasies wat partye by die Raad is. Die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad en die reg van plaasvervangers vir die verteenwoordigers is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

2.2 Die Fondse moet geadminestreer word ooreenkomstig reëls wat vir die doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met hierdie Ooreenkoms, die Wet, of 'n ander wet wees nie, en moet onder andere die volgende voorskryf:

- 2.2.1 Die Fondse se bystand en die kwalifikasies daaraan verbonde;
- 2.2.2 die prosedure vir die indiening en betaling van eise;
- 2.2.3 ander sake waarvoor die Raad besluit.

2.3 Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek, en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Arbeid ingedien word.

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

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

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

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

2.8 Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse, kom ten laste van die Fondse.

3. WERKING VAN DIE FONDSE

3.1 Die Fondse bestaan uit—

- 3.1.1 alle bydraes wat ooreenkomstig klousule 2 van Hoofstuk 4 in die Fondse gestort word;
- 3.1.2 alle rente wat verkry word uit die belegging van geld van die Fondse; en
- 3.1.3 alle ander gelde waarop die Fondse geregtig word.

3.2 Alle gelde wat aan die Fondse toeval, moet binne drie dae nadat dit ontvang is, op 'n afsonderlike rekening vir elke Fonds by 'n geregistreerde bank- of bougenootskap in die krediet van die Fondse gedeponeer word.

3.3 Die gelde van die Fondse moet aangewend word om bystand en uitgawes ingevolge die reëls van die onderskeie Fondse te betaal.

3.4 Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan enige van die Fondse van die Raad.

3.5 Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse verskuldig is, per tjek, wat ten gunste van sodanige boedel uitgemaak is, aan sy boedel betaal word nadat 'n gesertifiseerde kopie van die doodsertifikaat aan die Sekretaris van die Fondse voorgelê is.

3.6 Alle uitbetalings uit die Fondse geskied per tjek wat geteken is deur die Voorsitter, die Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad as waarop die Raad van tyd tot tyd besluit en medeonderteken is deur die Sekretaris of sodanige ander plaasvervangers vir die Sekretaris as waarop die Raad van tyd tot tyd besluit.

3.7 Gelde wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as soos voorgeskryf ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956.

4. OUDITERING VAN DIE FONDSE

4.1 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet minstens één keer per jaar die rekenings van die Fondse ouditeer en voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:

4.1.1 Alle gelde wat ingevolge hierdie Ooreenkoms ontvang word;

4.1.2 uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fondse op daardie datum toon.

4.2 Die geouditeerde staat en die balansstaat van die Fondse moet daarna by die kantoor van die Raad vir inspeksie lê en kopieë daarvan, behoorlik deur die ouditeur onderteken en deur die Voorsitter van die Raad mede-onderteken, tesame met 'n verslag wat die ouditeur daarvoor uitgebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Direkteur-generaal van Arbeid ingedien word.

5. LIKWIDASIE VAN DIE FONDSE

5.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, moet die Raad wat dan bestaan of die trustee of trustees wat ingevolge klousule 6 van hierdie Hoofstuk deur die Registrateur aangestel is, voortgaan om vir 'n tydperk van twee jaar die Fondse te administreer ten einde geld wat aan die werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur, moet geld wat ná genoemde tydperk van twee jaar in die krediet van die Fondse staan, verbeur word en aan die algemene fondse van die Raad toeval.

5.2 As die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwideer en die bates verdeel is, moet die saldo van die Fondse soos volg verdeel word:

5.2.1 Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van sodanige likwidasië;

5.2.2 twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasië verdeel word; die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word; en

5.2.3 een vyfde moet ingevolge artikel 34 (4) (c) van die Wet bestee word.

6. VERSTRYKING VAN DIE OOREENKOMS

6.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en ingeval daar nie binne twee jaar ná die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fondse nie, moet die Raad die Fondse ingevolge klousule 5 van hierdie Hoofstuk likwideer.

6.2 Ingeval die Raad nie die Fondse ingevolge hierdie klousule kan administreer en/of likwideer nie en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Raad nakom en wat vir sodanige doel die bevoegdheid van die Raad het.

6.3 Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fondse geadministreer word deur die Raad wat dan bestaan. Vakatures wat in die Raad ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemersverteenvoorders in die Raad is.

6.4 Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad.

6.5 Wanneer hierdie Ooreenkoms verstryk, moet die Fondse, behoudens klousules 6.1 en 6.2 hiervan, ingevolge klousule 5 van hierdie Hoofstuk deur die Raad wat dan bestaan of deur die trustees wat deur die Registrateur aangestel is, gelikwideer word.

7. SPESIALE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE

7.1 *Vakansiefonds van die Bounywerheid (Transvaal):*

7.1.1 Alle rente op gelde ontvang ten behoeve van die Vakansiefonds moet aangewend word om die administrasiekoste te dek.

7.1.2 Geen bedrag ten opsigte van die Vakansiefonds mag sonder magtiging van die Raad voor die jaarlikse vakansietydperk aan 'n werknemer betaal word nie.

7.1.3 Aan elke werknemer vir wie Vakansiefondsbydraes by die Raad inbetaal is, moet ooreenkomstig die bedrag van die bydraes wat inbetaal is, sy vakansiegeld betaal word voor of op die aanvangsdatum van die jaarlikse vakansietydperk elke jaar.

7.1.4 As 'n werknemer in gebreke sou bly of nalaat om binne 'n tydperk van 12 maande vanaf die datum waarop die vakansietydperk ten einde loop, die waarde van die bydrae wat ten opsigte van vakansiegeld by die Raad inbetaal is, op te eis, word die waarde daarvan verbeur en kom dit die algemene fonds van die Raad toe. Die Raad moet egter alle lae eise vir betaling ten opsigte van vakansiegeld oorweeg.

7.1.5 Ondanks hierdie klousule kan die Raad van die bedrag wat uit die Vakansiefonds aan 'n werknemer betaalbaar is, sy vakverenigingledegeld aftrek: Met dien verstande dat—

- (a) die betrokke werknemer die Sekretaris skriftelik daartoe magtig;
- (b) die sekretaris bogemelde bedrae aan vakverenigingledegeld hoogstens een maand na invordering daarvan betaal aan die vakvereniging wat deur die werknemers benoem is.

7.2 *Bystandsfonds van die Bounywerheid (Transvaal):*

7.2.1 *Doelstellings:* Die doelstellings van die Fonds is om aan lede bystand te verleen ingeval van die volgende gebeurlikhede—

- (a) slegte weersomstandighede;
- (b) verlies van loon weens siekte of ongeluk in sekere omstandighede.

7.2.2 *Lidmaatskap van die Fonds:* Alle werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die Fonds.

7.2.3 *Reserwes:* Indien die bedrag wat uit die krediet van die Fonds staan, te eniger tyd tot onder die R50 000-merk sou daal, moet uitbetalings van bystand opgeskort word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan, meer as R100 000 is.

7.3 *Mediese Hulpfonds vir die Bounywerheid (Transvaal):*

7.3.1 *Doelstellings van die Fonds:* Die doelstellings van die Fonds is—

- (a) om aan lede bystand te verleen met betrekking tot die koste van mediese dienste soos van tyd tot tyd in die reëls gemeld word, en wat voortvloei uit enige siekte en/of ongeluk;
- (b) om behoudens die reëls van die Fonds aan lede bystand te verleen met betrekking tot die koste van medisyne en/of mediese dienste wat voortvloei uit enige siekte en/of ongeluk deur hulself of hul afhanklikes opgedoen;
- (c) om die maatreëls te tref en die stappe te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van gesondheid, onder lede, afhanklikes en persone in diens of in betrokke by die Bounywerheid;
- (d) om 'n kontrak met enige hospitaal, geregistreerde verpleeginrigting, geregistreerde herstellingsoord of ander dergelike inrigting aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;
- (e) om 'n kontrak met enige ander persoon, liggaam, inrigting of owerheid aan te gaan ten opsigte van mediese dienste soos van tyd tot tyd in die reëls gemeld word;
- (f) om al die dinge te doen wat noodsaaklik is vir, bykomend is by of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

7.3.2 *Lidmaatskap van die Fonds:* (a) Alle geskoolde werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die fonds.

(b) Persone, uitgesonderd dié persone in (a) hiervan bedoel, wat regstreeks betrokke is of was by of in diens is of was in die Bounywerheid, kan na goeddunke van die Raad as lede van die Fonds toegelaat word en hiedie Ooreenkoms en die reëls van die Fonds is *mutatis mutandis* van toepassing op persone wat aldus toegelaat word.

7.3.3 *Lidmaatskap van die Fonds eindig—*

- (a) sodra die bydraes kragtens klousule 2 van Hoofstuk 5 nie by die Raad inbetaal is nie: Met dien verstande dat lidmaatskap behou word in gevalle waar lede siektebystand ontvang van die Bystandsfonds van die Bounywerheid (Transvaal);
- (b) sodra 'n lid meer as een maand agterstallig is met bydraes tot die Fonds;
- (c) sodra 'n lid 'n betrekking het en/of diens aanvaar of betrokke is by 'n ander nywerheid;
- (d) in die geval van alle lede wat, nadat hulle vir een jaar bystand ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent onbekwaam, geheel en al ongeskik en nie in staat om 'n ambag in die Nywerheid te beoefen nie: Met dien verstande dat kwalifiserende afhanklikes van sodanige lede na die goeddunke van die Raad toegelaat kan word om lid te bly op die voorwaardes wat die Raad vasstel.

7.3.4 'n Lid vir wie geen bydraes ingevolge klousule 2 van Hoofstuk 5 betaal word nie omdat hy werkloos is of in 'n gebied werk wat geleë is buite die jurisdiksiegebied van hierdie Ooreenkoms, kan, indien hy verlang om lid van die Fonds te bly, die vereiste bydrae weekliks kontant aan die Raad betaal.

7.3.5 *Reserwes*: Indien die bedrag in die krediet van die Fonds te eniger tyd tot onder R50 000 daal, moet uitbetaling van bystand gestaak word en nie weer hervat word nie voordat die bedrag in die krediet van die Fonds meer as R100 000 is.

7.4 Die Gereedskapsversekeringsfonds van die Bounywerheid (Transvaal):

7.4.1 *Doelstellings van die Fonds*: Die vernaamste doelstellings van die Fonds, gelees saam met die bepalings van klousule 11 van Hoofstuk 1 van hierdie Ooreenkoms, is om werknemers te vergoed vir die verlies van gereedskap, noodsaaklik vir hul ambagte, en gereedskapskiste deur diefstal vanuit toesluitplekke.

7.4.2 'n Werknemer wat vergoeding vir verlore gereedskap, noodsaaklik vir sy ambag, en vir sy gereedskapkis van die Fonds wil eis, moet by die Raad 'n skriftelike aansoek indien en die Raad van die betrokke inligting ingevolge die reëls voorsien.

7.4.3 Geen vergoeding moet uit die Fonds betaal word nie tensy die werknemers die diefstal so gou moontlik by die polisie aangemeld het, of as die werknemer weier of versuim om aan die Raad die tersaaklike inligting te verstrek wat die Raad vereis.

7.4.4 Die raming van 'n eis en die betaling uit die Fondse moet geskied uitsluitlik na goeëdunke van die Raad, wie se beslissing finaal en bindend is. Die Raad hoef geen rede vir sy beslissing te verstrek nie.

7.4.5 *Reserwes*: Betaling van bystand uit die Fonds moet gestaak word wanneer die bedrag wat in die krediet van die Fonds staan, tot minder as R10 000 daal, en verdere betalings moet nie hervat word nie voordat die bedrag wat in die krediet van die Fonds staan, weer die bedrag van R20 000 beloop.

7.5 Geskilbeslegtingsfonds vir die Bounywerheid (Transvaal):

7.5.1 *Doelstellings van die Fonds*: Die doelstellings van die fonds is om die beslegting van geskille en verwante sake te finansier.

7.5.2 *Reserwes*: Indien die bedrag wat in die krediet van die Fonds staan, te eniger tyd tot onder R100 000 daal, moet uitbetaling gestaak word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Geskilbeslegtingsfonds staan, meer as R200 000 is.

8. BYSTAND ONVERVREEMBAAR

Die bystand verskaf deur die Fonds in hierdie Hoofstuk bedoel, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedeer, te verpand of te verhipotekeer, hou onmiddellik op om geregtig te wees op bystand hoege-naamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes moet beëindig word.

9. TERUGHOU VAN BYSTAND

'n Werknemer wat lid van enige van die Raad se Fondse is en op bystand geregtig is, moet na goeëdunke van die Raad van bystand uit enigeen van die Fondse ontnem word in die geval waar sodanige werknemer 'n vals verklaring maak of op watter wyse ook al probeer om op bedrieglike of oneerlike wyse bystand te verkry.

10. ANDER FONDSE

10.1 Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds van die Bounywerheid (ingestel deur die Bou-Industrieë Ontwikkelingsfonds genoem), magtig hy hierby die invorderings van bydraes ten einde die doelstellings van genoemde Nasionale Ontwikkelingsfonds te verwesenlik.

10.2 Nademaal die Raad verwittig is van die stigting van die Opleidingskema van die Bounywerheid (ingestel deur die Bou-Industrieë Federasie van Suid-Afrika) (hierna die Opleidingskema genoem), magtig hy hierby die invorderings van bydraes ten einde die doelstellings van die Opleidingskema te verwesenlik.

10.2.1 Elke werkgewer moet die bedrag wat hy verplig is om by te dra tot die Opleidingskema van die Bounywerheid ingevolge Goewermenskennisgewing No. R. 1948 van 11 September 1987, soos gewysig en verleng, aan die Sekretaris van die Raad betaal. Die bedrae ingevorder ingevolge hierdie klousule, moet van tyd tot tyd aan die Bou-Industrieë Federasie van Suid-Afrika oorbetal word.

10.3 Die Pensioenfonds van die Bounywerheid (Transvaal), ingestel by Goewermenskennisgewing No. R. 859 van 8 Junie 1962, soos van tyd tot tyd gewysig, en die Voorsorgfonds van die Bounywerheid (Transvaal), ingestel by Goewermenskennisgewing No. R. 83 van 22 Januarie 1993, soos van tyd tot tyd gewysig, word hierby verleng.

10.4 Elke werknemer het met die inwerkingtreding van hierdie Ooreenkoms die reg om te kies of hy 'n lid van die Pensioenfonds wil bly of 'n lid van die Voorsorgfonds wil word.

10.5 Elke werknemer wat toetree tot die Nywerheid na die inwerkingtreding van die Ooreenkoms, moet binne 30 dae nadat hy toegetree het tot die Nywerheid, kies of hy 'n lid van die Pensioenfonds of van die Voorsorgfonds wil word.

10.6 'n Werknemer is slegs daarop geregtig om een maal 'n keuse te maak betreffende lidmaatskap tot die fondse.

10.7 Die bydraes van die Voorsorgfonds is gelyk aan die Pensioenfondsbydraes, soos van tyd tot tyd deur die Raad bepaal.

10.8 Die Raad het die reg om ander reëls te bepaal of om die reëls te wysig vir die doeleindes van die administrasie van die Voorsorgfonds.

BYLAE A**BOUNYWERHEIDSRaad (TRANSVAAL)****DIENSKONTRAK VAN KWEKELING-AMBAGSMAN****(NIE-AANGEWEESE AMBAG)****1. AFDELING A: PARTYE BY DIE KONTRAK**

- 1.1 Hierdie kwekelingkontrak kragtens klousule 6.2 van Hoofstuk 1 van die Hoofdooreenkoms van die Bounywerheidsraad (Transvaal) gesluit deur en aangegaan tussen—

1.1.1 van (adres)

.....
hierna die werkgewer genoem;

1.1.2 van (adres)

.....
I.D. No.

Vakansiefonds No., hierna die "kwekeling" genoem;

EN

- 1.1.3 Bounywerheidsraad (Transvaal), verteenwoordig deur die Hoofsekretaris.

- 1.2 In die geval van 'n minderjarige, bygestaan deur sy voog.....

..... van (adres)

2. AFDELING B: ONDERNEMING DEUR KWEKELING

- 1.1 Genoemde kwekeling onderneem—

- 2.1.1 om hom met die werkgewer in die nie-aangewese ambag van.....
te verbind vir 'n tydperk van twee jaar wat 'n aanvang neem op

of totdat die kwekeling die toepaslike ambagstoets geslaag het by die BIFSA-Opleidingsentrum, soos deur die ORBI bepaal;

- 2.1.2 om sy werkgewer op getroue, eerlike en ywerige wyse te dien, en al die wettige en redelike opdragte en vereistes van die werkgewer, of diegene onder wie se gesag hy geplaas word, te gehoorsaam;

- 2.1.3 om geen inligting wat verband hou met die besigheid van sy werkgewer aan enige persoon, wie ook al, mee te deel om met sodanige persoon te bespreek nie;

- 2.1.4 om nie direk of indirek enige belang, hetsy as betaalde agent of werknemer, in enige ander besigheid of onderneming as dié van sy werkgewer te hê nie;

- 2.1.5 om nie sonder toestemming en/of 'n aanvaarbare rede van sy werk afwesig te wees nie;

- 2.1.6 om die diensvoorwaardes soos in hierdie kontrak vervat, te aanvaar;

- 2.1.7 om gedurende hierdie kwekelingkontrak die voorgeskrewe kursusse in sy ambag by die BIFSA-Opleidingsentrum, by te woon, en al die modules van OPK en PPK met sukses te voltooi.

3. AFDELING C: ONDERNEMING DEUR WERKGEWER

- 3.1 Genoemde werkgewer onderneem—

- 3.1.1 om genoemde kwekeling vir die tydperk soos bepaal in paragraaf 2.1.1 van Afdeling B van hierdie kontrak, in diens te neem, en om genoemde kwekeling doeltreffend te onderrig/op te lei, of doeltreffend te laat onderrig/oplei in die vaardighede gespesifiseer in ooreenstemming met die opleidingsprogram soos van tyd tot tyd deur BIFSA opgestel en deur die Bounywerheidsraad (Transvaal) goedgekeur;

- 3.1.2 om wanneer die Raad hom aldus in kennis stel, die kwekeling te stuur om die praktiese opleidingskursusse aan 'n institusionele opleidingsentrum wat deur die Raad goedgekeur is, by te woon vir die volle duur van die kursusse soos van tyd tot tyd deur die opleidingsentrum bepaal;

- 3.1.3 om die voorgeskrewe loon aan genoemde kwekeling te betaal, en te voldoen aan al die ander diensvoorwaardes soos vervat in die Ooreenkoms van die Bounywerheidsraad (Transvaal);

- 3.1.4 om aan die kwekeling die geleentheid te gun om watter toetse ook al, soos vereis volgens die opleidingsprogram, af te lê, en om toe te laat om sodanige opleidingskursusse by die Bou-Industrieë Opleidingssentrum by te woon, wanneer die Bounywerheidsraad (Transvaal) hom aldus van sodanige bywoning in kennis stel;
- 3.1.5 om verantwoordelik te wees vir die betaling van lone en bydraes aan die kwekeling of die Raad, na gelang van die geval, gedurende enige tydperk wat die kwekeling enige kursus by die institusionele opleidingssentrum bywoon.

4. AFDELING D: BETALING VAN LONE EN BYDRAES

- 4.1 Om die loontariewe vir kwekelinge te bereken, is die volgende persentasies van toepassing:
- Kwekeling-ambagsmanne wat werksaam is in die nie-aangewese ambagte:
- Na suksesvolle voltooiing van alle OKP- en PPK-modules: 25% van die tariewe vir 'n ambagsman voorgeskryf.
- Hierna moet 'n praktiese oriënteringstydperk van 18 maande op die werksterrein voltooi word.
- Na 'n verpligte ambagstoets geslaag is na die 18 maande werksterrein-oriëntering, plus 30% van die voorgeskrewe tarief vir 'n ambagsman.
- Aanvangstarief: 40% van tarief vir ambagsmanne voorgeskryf.
- 4.2 Betaling van lone en bydraes ingevolge die Raad se Ooreenkoms bly die werkgever se verantwoordelikheid.

5. AFDELING E: ALGEMEEN

- 5.1 Hierdie kontrak kan slegs met wedersydse toestemming van al die partye gekanselleer of na 'n ander werkgever oorgedra word. Die kontrak sal egter van krag bly tot dit finaal deur die Raad gekanselleer word.
- 5.2 Die werkgever is aanspreeklik vir die indiensneming en opleiding van die kwekeling gedurende enige tydperk wat hierdie kontrak van krag is.
- 5.3 Die Raad kan egter die kontrak kanselleer na ontvangs van 'n ten volle gemotiveerde aansoek van enige van die partye, en na oorweging van die feite rondom sodanige aansoek. Die ander partye moet skriftelik deur die Raad van sodanige kansellering in kennis gestel word. Die bepalinge van die Raad se Ooreenkoms met betrekking tot verbode diens, is van toepassing na kansellering van die kontrak, indien die werkgever voortgaan om die werknemer in sy diens te behou.
- 5.4 Die bepalinge van die Raad se Ooreenkoms is, waar nie strydig met die kontrak nie, op alle kwekelinge en hul werkgevers van toepassing.
- 5.5 Werkgevers en/of hulle kwekelinge word gesamentlik en afsonderlik aanspreeklik gehou vir enige koste aangegaan in gevalle waar kwekelinge versuim om die voorgeskrewe kursusse of ambagstoetse by te woon. Die Raad moet egter enige of beide partye vrystel van die betaling van kostes indien geldige redes vir sodanige versuim verstrek word.

6. AFDELING F: OMSKRYWING

"**BIFSA**" beteken die opleidingssentrum van die Bou-Industrieë Federasie Suid-Afrika, 'n werkgewersfederasie geregistreer kragtens die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), wat optree in die hoedanigheid van administrateur van die Werwings en Opleidingsfonds van die Bounywerheid, te Argonweg 33, Fulcrum, Springs.

"**Kwekeling**" beteken kragtens hierdie kontrak 'n kwekeling-ambagsman ingeskryf/geregistreer as sodanig, ongeag geslag, en wat opleiding ontvang in die nie-aangewese ambag van

"**Nie-aangewese ambagte**" beteken enige van die ambagte soos omskryf in klousule 2 van Hoofstuk 2 van die Raad se Ooreenkoms;

"**Ooreenkoms**" beteken die Hoof-ooreenkoms van die Bounywerheidsraad (Transvaal) gepubliseer kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956;

"**Opleidingsprestasiestandaarde (OPK)**" beteken die prestasiestandaarde wat die kwekeling gedurende sy institusionele opleiding in elke taak behaal;

"**ORBI**" die Opleidingsraad vir die Bou-Industrieë behoorlik gekonstitueer kragtens die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981);

"**Produksieprestasiestandaarde (PPK)**", beteken die prestasiestandaarde wat die kwekeling gedurende sy indiensopleiding in elke taak behaal;

"**Raad**" beteken die Bounywerheidsraad (Transvaal).

Ten getuie waarvan die kontrakterende partye op hede diedag van 19.....
geteken het.

AS GETUIES:

- | | |
|---------|---|
| 1. | WERKGEWER |
| 2. | Direkteur/lid/vennoot/eienaar namens (handelsnaam
van besigheid) |
| 1. | VOOG |
| 2. | |
| 1. | KWEKELING |
| 2. | |
| 1. | RAAD |
| 2. | (Hoofsekretaris) |

Geregistreer by die kantoor van die Bounywerheid (Transvaal) op hede die dag van19.....

.....
Bounywerheidsraad (Transvaal)

KGA/BIF

BYLAE B

BOUNYWERHEIDSRaad (TRANSVAAL)

DIENSKONTRAK VIR KWEKELING-WERKNEMER (GESPEFISEERDE AMBAG)

1. AFDELING A: PARTYE BY DIE KONTRAK

- 1.1 Hierdie kwekelingkontrak voorgeskryf ingevolge klousule 6.2 van Hoofstuk 1 van die Hoofdooreenkoms van die Bounywerheidsraad (Transvaal) gesluit deur en aangegaan tussen—

1.1.1van (adres)

hierna die "werkgever" genoem;

1.1.2van (adres)

I.D.-no.....

Vakansiefondsno....., hierna die "kwekeling" genoem;

EN

- 1.1.3 Bounywerheidsraad (Transvaal), verteenwoordig deur die Hoofsekretaris.

- 1.2 In die geval van 'n minderjarige, bygestaan deur sy voog
.....van (adres).....

2. AFDELING B: ONDERNEMING DEUR KWEKELING

2.1 Genoemde kwekeling onderneem—

- 2.1.1 om hom met die werkgever in die gespesifiseerde ambag van.....te verbind vir 'n tydperk van ses maande wat 'n aanvang neem op.....of tot hy as kwekeling vir 'n tydperk van minstens drie maande gewerk het na voltooiing van die opleidingsprestasiëriteria by die BIFSA-opleidingsentrum, Springs;
- 2.1.2 om sy werkgever op getroue, eerlike en ywerige wyse te dien, en al die wettige en redelike opdragte en vereistes van die werkgever, of diegene onder wie se gesag hy geplaas word, te gehoorsaam;
- 2.1.3 om geen inligting wat verband hou met die besigheid van sy werkgever aan enige persoon, wie ook al, mee te deel of met sodanige persoon te bespreek nie;
- 2.1.4 om nie direk of indirek enige belang, hetsy as betaalde agent of werknemer, in enige ander besigheid of onderneming as dié van sy werkgever te hê nie;
- 2.1.5 om nie sonder toestemming en/of 'n aanvaarbare rede van sy werk afwesig te wees nie;

- 2.1.6 om die diensvoorwaardes soos in hierdie kontrak vervat, te aanvaar;
- 2.1.7 om gedurende hierdie kwekelingkontrak die voorgeskrewe kursusse in sy ambag by die BIFSA-opleidingsentrum, Springs, by te woon, ten einde die modules van Opleidingsprestasiëriteria met sukses te voltooi.

3. AFDELING C: ONDERNEMING DEUR WERKGEWER

3.1 Genoemde werkgewer onderneem—

- 3.1.1 om genoemde kwekeling vir die tydperk soos bepaal in paragraaf 2.1.1 van Afdeling B van hierdie kontrak, in diens te neem en om genoemde kwekeling doeltreffend te onderrig, op te lei, of doeltreffend te laat onderrig/oplei in die vaardighede gespesifiseer in ooreenstemming met die opleidingsprogram soos van tyd tot tyd deur BIFSA opgestel en deur die Bounywerheidsraad (Transvaal) goedgekeur;
- 3.1.2 om wanneer die Raad hom aldus in kennis stel, die kwekeling te stuur om die praktiese opleidingskursusse by 'n institusionele opleidingsentrum wat deur die Raad goedgekeur is, by te woon vir die volle duur van die kursus soos van tyd tot tyd deur die opleidingsentrum bepaal;
- 3.1.3 om die voorgeskrewe loon aan genoemde kwekeling te betaal, en te voldoen aan al die ander diensvoorwaardes soos vervat in die Ooreenkoms van die Bounywerheidsraad (Transvaal);
- 3.1.4 om aan die kwekeling die geleentheid te gun om opleidingskursusse by die Bou-Industrieë Opleidingsentrum by te woon, wanneer die Bounywerheidsraad (Transvaal) hom aldus van sodanige bywoning in kennis stel.

4. AFDELING D: BETALING VAN LONE EN BYDRAES

- 4.1 Die kwekeling is geregtig op die minimum loontarief en bydraewaardes soos van tyd tot tyd deur die Raad bepaal.
- 4.2 In die geval van kwekelinge wat in die gespesifiseerde ambagte in diens is, moet lone en bydraes deur die werkgewer betaal word vir enige tydperk waarin die kwekeling die kursus by die Opleidingskollege, Springs, bywoon.

5. AFDELING E: ALGEMEEN

- 5.1 Hierdie kontrak kan slegs met wedersydse toestemming van al die partye gekanselleer of na 'n ander werkgewer oorgedra word. Die kontrak sal egter van krag bly tot dit finaal deur die Raad gekanselleer word.
- 5.2 Die werkgewer is aanspreeklik vir die indiensneming en opleiding van die kwekeling gedurende enige tydperk wat hierdie kontrak van krag is.
- 5.3 Die Raad kan egter die kontrak kanselleer na ontvangs van 'n ten volle gemotiveerde aansoek van enige van die partye, en na oorweging van die feite rondom sodanige aansoek. Die ander partye moet skriftelik deur die Raad van sodanige kansellering in kennis gestel word. Die bepalinge van die Raad se Ooreenkoms met betrekking tot verbode diens is van toepassing na kansellering van die kontrak, indien die werkgewer voortgaan om die werknemer in sy diens te behou.
- 5.4 Die bepalinge van die Raad se Ooreenkoms is waar nie strydig met die kontrak nie, op alle kwekelinge en hulle werkgewers van toepassing.
- 5.5 Werkgewers en/of hulle kwekelinge word gesamentlik en afsonderlik aanspreeklik gehou vir enige koste aangegaan in gevalle waar kwekelinge versuim om die voorgeskrewe kursusse by te woon. Die Raad moet egter enige of beide partye vrystel van die betaling van die koste indien geldige redes vir sodanige versuim verstrekkend word.

6. AFDELING F: OMSKRYWING

“BIFSA” beteken die opleidingsentrum van die Bou-Industrieë Suid-Afrika van Argonweg 33, Fulcrum, Springs, 'n werkgewersfederasie, geregistreer kragtens die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), wat optree in die hoedanigheid van administrateur van die Werwings- en Opleidingsfonds van die Bounywerheid;

“Gespesifiseerde ambagte” beteken enige van die vaardighede soos omskryf in klousule 1 van Hoofstuk 2 van die Raad se Ooreenkoms;

“Kwekeling” beteken kragtens hierdie kontrak 'n kwekeling-werknemer (gespesifiseerde ambag) ingeskryf/geregistreer as sodanig, ongeag geslag, en wat opleiding ontvang in die gespesifiseerde ambag van.....;

“Ooreenkoms” beteken die Hoofooreenkoms van die Bounywerheidsraad (Transvaal), gepubliseer kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956;

“Opleidingsprestasië-kriteria (OPK)” beteken die prestasiëstandaarde wat die kwekeling gedurende sy institusionele opleiding in elke taak behaal;

“ORBI” beteken die Opleidingsraad vir die Bou-Industrieë, behoorlik gekonstitueer kragtens die Wet op Mannekrag-opleiding, 1981 (Wet No. 56 van 1981);

"Raad" beteken die Bounywerheidsraad (Transvaal).

Ten getuie waarvan die kontrakterende partye op hede diedag van19.....geteken het.

AS GETUIE:

1.	WERKGEWER
2.	Direkteur/vennoot/alleeneienaar namens (handelsnaam van besigheid)
1.	VOOG
2.	KWEKELING
1.	RAAD
2.	(Hoofsekretaris)

Geregistreer by die kantoor van die Bounywerheidsraad (Transvaal) op hede diedag van19.....

Bounywerheidsraad (Transvaal)

Geteken op hede die 24ste dag van Oktober 1996 te Johannesburg.

C. DE KOCK

Voorsitter

N. K. MOLOTO

Ondervoorsitter

W. DE J. STAPELBERG

Hoofsekretaris



RECYCLE HERGEBRUIK



Department of Environmental Affairs
Departement van Omgewingsake



Keep South Africa Clean



Throw trash where it belongs

Hou Suid-Afrika Skoon



Gooi rommel waar dit hoort

Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!



Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

HRC

HRC



HUMAN RIGHTS COMMISSION

Private Bag X2700

Houghton 2041

Tel. (011) 484-8300

Fax (011) 484-8403

PUBLIC NOTICE

PLEASE NOTE that the Human Rights Commission has established its head office in Johannesburg. The details are as follows:

Entrance 1, Wilds View
Isle of Houghton
Boundary Road
Houghton

Private Bag X2700
HOUGHTON 2041
Gauteng

Tel. (011) 484-8300
Fax (011) 484-8403

ALL communication from the date of publication thereof should be directed to the above address.

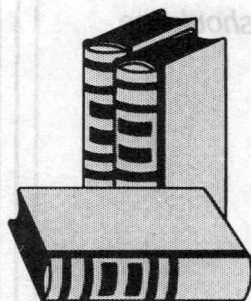
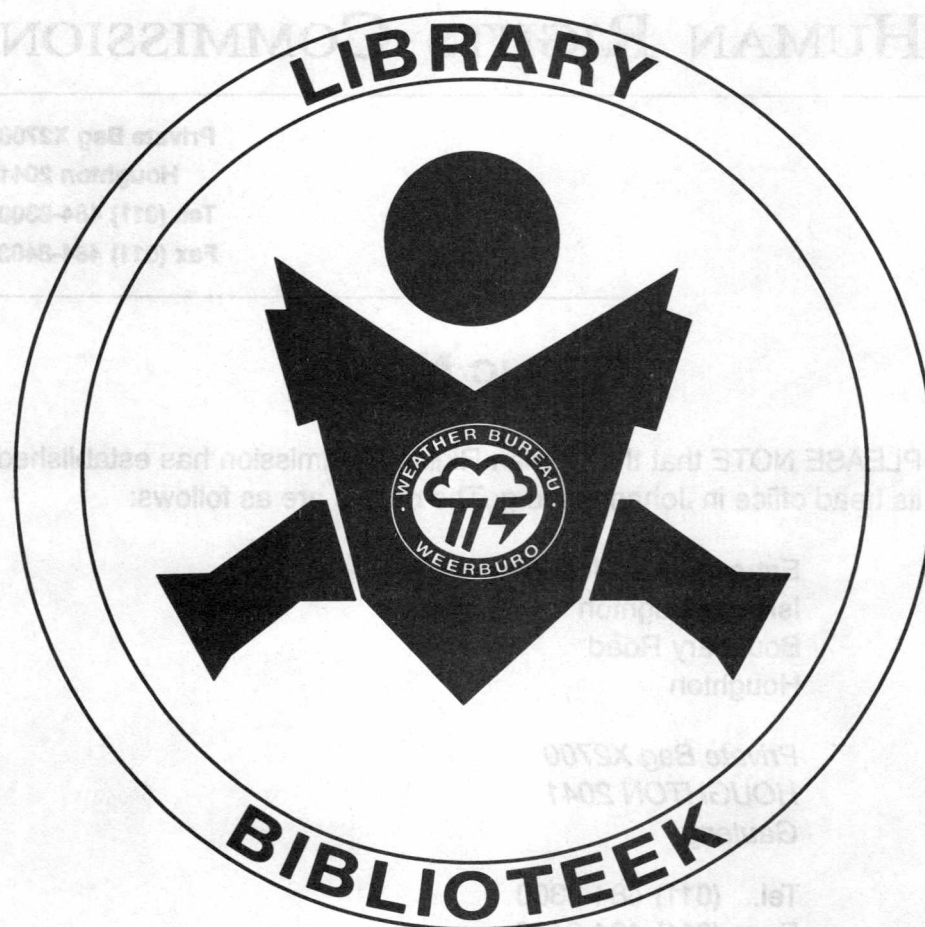
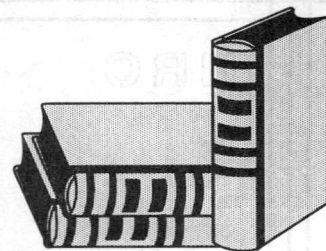
N. Barney Pityana
CHAIRPERSON

24 May 1996

HRC

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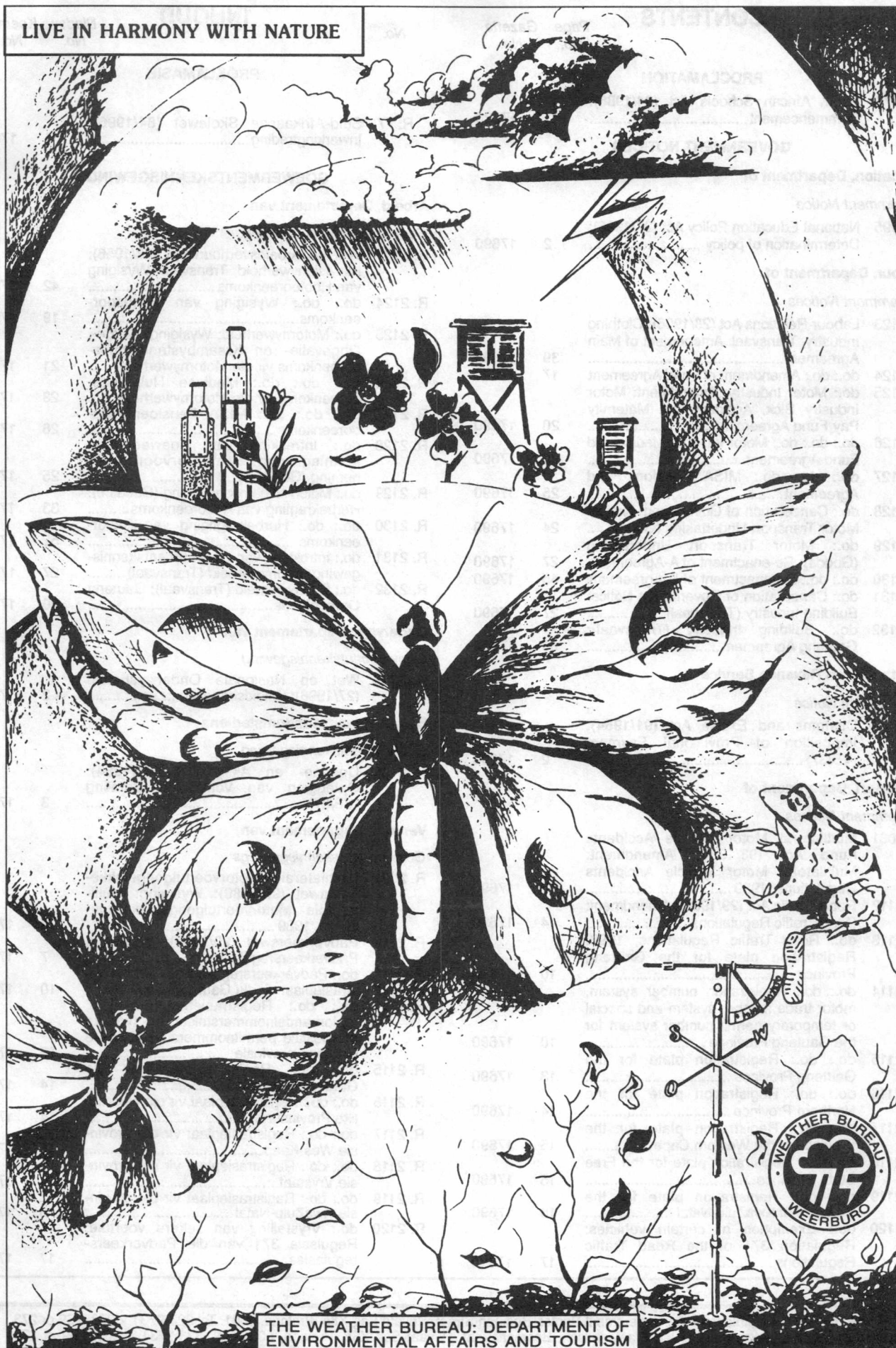
Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND TOURISM

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