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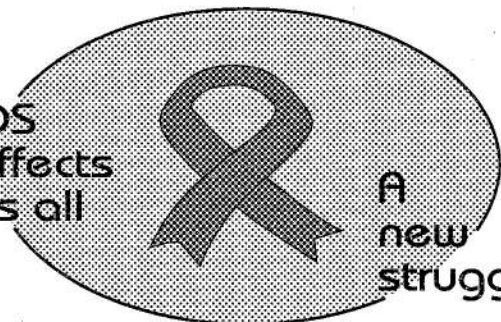
Vol. 423

PRETORIA, 22 SEPTEMBER 2000

No. 21569

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

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DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 939

22 September 2000

EMBARGO: FOR IMMEDIATE RELEASE

PRESS RELEASE BY THE NATIONAL AGRICULTURAL MARKETING COUNCIL (NAMC)

AMENDMENT IN THE APPLICATION FOR STATUTORY MEASURES ON FRESH DECIDUOUS FRUIT IN TERMS OF THE MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996

This is the latest press release by the National Agricultural Marketing Council regarding the application for the implementation of statutory measures on fresh deciduous fruit.

On 15 June 2000, the National Agricultural Marketing Council received a request for the introduction of statutory measures from the DFPT (Deciduous Fruit Producers' Trust) acting on behalf of the following directly affected groups in the deciduous fruit industry:

- DFPT Finance (Section 21)
- SAAPPA (South African Apple & Pear Producers' Association)
- SASPA (South African Stone Fruit Producers' Association)
- SATPA (South African Table Grape Producers' Association) incorporating the following area based associations:
 - ❖ BTPA (Berg River Table Grape Producers' Association)
 - ❖ HTPA (Hex River Table Grape Producers' Association)
 - ❖ OTPA (Orange River Table Grape Producers' Association)
 - ❖ NWTPA (North West Table Grape Producers' Association)
 - ❖ NTPA (Northern Table Grape Producers' Association)
 - ❖ ORTPA (Olifants River Table Grape Producers' Association)

The DFPT requested the introduction and promulgation of the following statutory measures:

- Section 15 of the Marketing of Agricultural Products Act: Introduction of a levy to finance the following:
 - ❖ Research projects, information and technology transfer;
 - ❖ Plant improvement;
 - ❖ Information and market statistics; and
 - ❖ Market development and access to new markets.
- Section 18 of the Marketing of Agricultural Products Act: Records and Returns.
- Section 19 of the Marketing of Agricultural Products Act: Registration.

The applicant for the statutory measures proposed that the statutory measures come into operation from 1 October 2000 and lapse on 30 September 2004.

DFPT Finance is suggested as the most appropriate body to which to assign the implementation, inspection and enforcement of the statutory measures requested.

An application for statutory measures in terms of section 10 of the Marketing of Agricultural Products Act must be related to an agricultural product as prescribed. The application relates to the following products:

- Table Grapes
- Stone fruits (Plums, Peaches/Nectarines and Apricots)
- Pome fruits (Apples and Pears)

An industry-wide referendum was conducted over the period 23 August 2000 to 30 August 2000 utilising various industry meetings within the production regions and area representatives in the production regions to ensure that every producer had the opportunity to cast his/her vote.

On 5 September 2000, the referendum results were finalised. Subsequently, the DFPT submitted an amended application withdrawing the application for statutory measures on pome fruit due to the low level of producer support.

The amounts of the proposed levies on the related products are the following:

- | | |
|-----------------------|--|
| 1. Table Grapes | 5c/kg on export volumes |
| 2. Plums | 5c/kg on export volumes |
| 3. Peaches/Nectarines | 6,5c/kg on export volumes and domestic volumes |
| 4. Cling Peaches | 1c/kg on domestic volumes |
| 5. Apricots | 9c/kg on export volumes and domestic volumes |

For further information regarding the amended application for statutory measures on deciduous fruit, directly affected groups in the deciduous fruit industry can contact the National Agricultural Marketing Council (NAMC) at the following address:

ENQUIRIES: Mr GM Rathogwa

**National Agricultural Marketing Council
Private Bag X935
PRETORIA
0001**

**Tel: 012 341 1115
Fax: 012 341 1811/1911**

EMBARGO: VIR ONMIDDELLIKE VRYSTELLING**PERSVERKLARING DEUR DIE NASIONALE
LANDBOUBEMARKINGSRAAD (NLBR)****GEWYSIGDE AANSOEK OM STATUTÊRE MAATREËLS OP VARS
SAGTEVRUGTE IN TERME VAN DIE WET OP DIE BEMARKING VAN
LANDBOUPRODUKTE, 1996**

Hierdie is die nuutste persverklaring deur die Nasionale Landboubemarkingsraad rakende die aansoek om die instelling van statutêre maatreëls op vars sagtevrugte.

Op 15 Junie 2000 het die Nasionale Landboubemarkingsraad 'n aansoek vir die instelling van statutêre maatreëls van die SPT (Sagtevrugte Produsente Trust) wat namens die volgende direk geaffekteerde groepe in die sagtevrugtebedryf optree, ontvang:

- SPT Finansies (Artikel 21)
- SAAPPV (Suid-Afrikaanse Appel & Peer Produsente Vereniging)
- SASPV (Suid-Afrikaanse Steenvrug Produsente Vereniging)
- SATPV (Suid-Afrikaanse Tafeldruiwe Produsente Vereniging) wat die volgende area-gebaseerde verenigings insluit:
 - ❖ BTPV (Berg Rivier Tafeldruiwe Produsente Vereniging)
 - ❖ HTPV (Hex Rivier Tafeldruiwe Produsente Vereniging)
 - ❖ OTPV (Oranje Rivier Tafeldruiwe Produsente Vereniging)
 - ❖ NWTPV (Noord-Wes Tafeldruiwe Produsente Vereniging)
 - ❖ NTPV (Noordelike Tafeldruiwe Produsente Vereniging)
 - ❖ ORTPV (Olifants Rivier Tafeldruiwe Produsente Vereniging)

Die SPT het die instelling en proklamasie van die volgende statutêre maatreëls versoek:

- Artikel 15 van die Wet op die Bemarking van Landbouprodukte: Instelling van 'n heffing om die volgende te finansier:
 - ❖ Navorsingsprojekte, inligting en oordrag van tegnologie;
 - ❖ Plantverbetering;
 - ❖ Inligting en markstatistieke; en
 - ❖ Markontwikkeling en toegang tot nuwe markte.
- Artikel 18 van die Wet op die Bemarking van Landbouprodukte: Aantekeninge en Opgawes.
- Artikel 19 van die Wet op die Bemarking van Landbouprodukte: Registrasie.

Die aansoeker vir die statutêre maatreëls stel voor dat die statutêre maatreëls op 1 Oktober 2000 geïmplimenteer word en verstryk op 30 September 2004.

SPT Finansies is aangewys as die geskikste liggaam om met die administrasie van die versoekte statutêre maatreëls betrokke te wees.

'n Aansoek om statutêre maatreëls volgens artikel 10 van die Wet op die Bemarking van Landbouprodukte, moet volgens voorskrif betrekking hê op 'n landbouprodukt. Die aansoek het betrekking op die volgende produkte:

- Tafeldruiwe
- Steenvrugte (Pruime, Perskes/Kaalgatperskes en Appelkose)
- Kernvrugte (Appels en Pere)

'n Landswye industriereferendum was gehou vanaf 23 Augustus 2000 tot 30 Augustus 2000. Verskeie industrie vergaderings is gehou in produksie areas, asook tussen die verskeie produksie-area verteenwoordigers om te verseker dat elke produsent die geleentheid het om sy/haar stem uit te bring.

Die referendum se resultate was op 5 September 2000 gefinaliseer. Die SPT het weens 'n tekort aan produsente-ondersteuning 'n gewysigde aansoek ingedien waarin die aansoek om statutêre maatreëls op kernvrugte teruggetrek word.

Die bedrae van die voorgestelde heffings op die betrokke produkte is as volg:

1. Tafeldruiwe	5c/kg op uitvoervolumes
2. Pruime	5c/kg op uitvoervolumes
3. Perskes/Kaalgatperskes	6,5c/kg op uitvoervolumes en plaaslike volumes
4. Taaipitperskes	1c/kg op plaaslike volumes
5. Appelkose	9c/kg op uitvoervolumes en plaaslike volumes

Direk geaffekteerde groepe kan die Nasionale Landboubemarkingsraad (NLBR) kontak vir verdere inligting rakende the gewysigde aansoek om statutêre maatreëls op sagtevrugte by die volgende adres:

NAVRAE:

Mr GM Rathogwa

**Nasionale Landboubemarkingsraad
Privaatsak X935
PRETORIA
0001**

Tel: 012 341 1115

Faks: 012 341 1811/1911

**DEPARTMENT OF HEALTH
DEPARTEMENT VAN GESONDHEID**

No. R. 942**22 September 2000**

PUBLICATION OF EXPLANATORY SUMMARY OF THE MENTAL HEALTH CARE BILL, 2001

The Minister of Health intends to introduce the Mental Health Care Bill, 2001 in the National Assembly in 2001. The explanatory summary is hereby published in accordance with rule 241 (c) of the Rules of the National Assembly.

Mental Health Care Bill, 2001

The Mental Health Care Bill provides for the regulation of the mental health care environment in a manner that enables the provision of best mental health care, treatment and rehabilitation; rights and obligations of mental health care users and the obligations of mental health care providers; the regulation of provision of mental health care services to voluntary and involuntary health care users, state patients and mentally ill prisoners; the manner in which properties of mentally ill prisoners is to be dealt with by the courts.

Copies of the Bill can be obtained from:

1. **Government Printers.**
2. **The Department of Health
Prof. M. Freeman
Room 1701
Civitas Building
Corner of Andries and Struben Streets
PRETORIA.
Tel. (012) 312-0489.**

No. R. 943**22 September 2000**

MEDICAL SCHEMES ACT, 1998 (ACT No. 131 OF 1998)

**AMENDMENT TO THE REGULATIONS MADE IN TERMS OF THE MEDICAL SCHEMES ACT, 1998
(ACT No. 131 OF 1998)**

The Minister of Health, after consultation with the Council for Medical Schemes, intends, in terms of section 67 (1) of the Medical Schemes Act, 1998 (Act No. 131 of 1998), to make the regulations in the Schedule.

Interested persons are invited to submit comments or representations on the proposed regulations to the Director-General: Health, Private Bag X828, Pretoria, 0001 (for the attention of Mr H. J. C. Labuschagne), within three months of the date of publication of this notice.

SCHEDULE

Definitions

1. In these regulations, unless the context otherwise indicates—
“**insurer**” means a person registered as a long-term insurer in terms of the Long-term Insurance Act, 1998 (Act No. 52 of 1998), or as a short-term insurer in terms of the Short-term Insurance Act, 1998 (Act No. 53 of 1998);
“**reinsurance**” in relation to the business of a medical scheme, means a contract in terms of which the insurer undertakes, in return for a premium, to indemnify a medical scheme against all or part of the loss that such medical scheme may suffer as a result of carrying on the business of a medical scheme;
“**the Act**” means the Medical Schemes Act, 1998 (Act No. 131 of 1998); and
“**the Regulations**” means the regulations published under Government Notice No. R. 1262 of 20 October 1999, as amended by Government Notices Nos. R. 570 of 5 June 2000 and R. 650 of June 2000.

Insertion of regulations 6A and 6B in the Regulations

2. The following regulations are hereby inserted after regulation 6 of the Regulations:
“6A (1) A medical scheme must not enter into any contract of reinsurance unless such contract has been approved by the Registrar.
(2) A medical scheme must not effect any change to an already existing contract of reinsurance unless such change has been approved by the Registrar.

- (3) A medical scheme must, within 30 days after approval is granted in terms of subregulation (1), submit, separately in respect of each contract, the following information to the Registrar:
- (a) Total reinsurance premiums already paid;
 - (b) total payments made in respect of liabilities covered;
 - (c) assets accumulated in respect of the risks covered;
 - (d) total reinsurance recoveries received; and
 - (e) total reinsurance commissions paid.
- (4) The Registrar may approve a contract of reinsurance if—
- (a) the contract provides for the spreading of the risk of the medical scheme;
 - (b) the contract is in the best interest of the member;
 - (c) there is no conflict of interest between the parties to the contract; and
 - (d) the medical scheme is exposed to identifiable risks of an unusual nature.
- "6B (1) A medical scheme must not admit a person as a member unless such person has applied in writing for membership of that medical scheme.
- (2) No person may transfer a member of one medical scheme to another medical scheme without the written consent of the member to be transferred."

Amendment of Regulation 11 of the Regulations

3. Regulation 11 of the Regulations is hereby amended—

- (a) by the substitution for subregulation (4) of the following subregulation:
 - (4) Subject to subregulation (5), a medical scheme may impose a condition specific waiting period of not more than 12 months on a member or dependent in respect of pre-existing sickness condition.
- (b) by the addition of the following subregulations:
 - (5) A medical scheme may impose a waiting period of not more than one month on a person or his or her dependent whose membership of another medical scheme has been terminated because of change of employment and who has not been a member or a dependent for a continuous period of at least two years.
 - (6) A person contemplated in subregulation (5) shall apply for membership within three months after the change of employment.

Amendment of regulation 12 of the Regulations

4. Regulation 12 is hereby amended by the insertion of the following paragraph after paragraph (b):

- (c) To any person who has been a member of one or more medical schemes for a continuous period of at least 25 months or a dependent of such a member, and who applies for membership within three months after the termination of membership of the previous medical scheme; or

Repeal of regulation 14 of the Regulations

5. Regulation 14 of the Regulations is hereby repealed.

M. E. TSHABALALA-MSIMANG

Minister of Health

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 950

22 September 2000

LABOUR RELATIONS ACT, 1995

**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE): EXTENSION
OF AMENDMENT OF COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Building Industry, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 2 October 2000 and for the period ending 28 February 2001.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)****COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

East Cape Master Builders' and Allied Industries' Association

Electrical Contracting and Allied Industries' Association (Eastern Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

and

Construction and Allied Workers' Union

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

being the parties to the Building Industry Bargaining Council (Southern and Eastern Cape),

to amend the Agreement published under Government Notice No. R. 245 of 20 February 1998, as amended by Government Notices Nos. R. 1613 of 11 December 1998 and R. 1308 of 5 November 1999.

1. SCOPE AND APPLICATION

- (1) The terms of this Agreement shall be observed in the Building Industry and Timber Trade—
 - (a) by all employers who are members of the employers' organisations and by employees who are members of the trade unions;
 - (b) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort-West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown (excluding that portion which, prior to the publication of Government Notice No. R. 1904 of 30 August 1985, fell within the Magisterial District of Stockenström), Riversdale, Uitenhage, Uniondale, and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which, prior to the publication of Government Notice No. 1974 of 26 September 1980, fell within the Magisterial District of Hankey.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
 - (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—
 - (a) clerical employees and administrative staff, excluding site storemen;
 - (b) university students and graduates in Building Science, and to construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training;
 - (c) non-parties in respect of clause 1 (1) (a).

2. CLAUSE 5: DEFINITIONS

Amend definition of "B.I.T.B.", by adding the expression "or its successor" at the end of the definition.

3. CLAUSE 8: RETRENCHMENT

- (1) Substitute the following for the heading of clause 8:

"8. DISMISSAL BASED ON OPERATIONAL REQUIREMENTS"

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

"(2) Notwithstanding the provisions of subclause (1), every employer must also have regard to the following;

- (a) Section 189 of the Act;
- (b) section 41 of the Basic Conditions of Employment Act, 1997; and
- (c) the Notice of Code of Good Practice on Dismissal Based on Operational Requirements, Notice No. 1517 of 1999, published in *Gazette* No. 20254 of 16 July 1999."

4. CLAUSE 16: RECORDS

Substitute the following for clause 16:

"16. RECORDS

An employer shall keep employee records as prescribed by section 31 of the Basic Conditions of Employment Act, 1997."

5. CLAUSE 22: BUILDING INDUSTRIES TRAINING SCHEME

Delete clause 22.

6. CLAUSE 23: TRAINING SCHEME FOR THE ELECTRICAL CONTRACTING INDUSTRY

Delete clause 23.

7. Renumber the subsequent clauses.

8. Substitute the following for Annexures A and D to this Agreement:

"ANNEXURE A**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)****CLAUSE 14 (1): MINIMUM WAGE RATES***Category of employee and area**Per hour
R*

(i) Construction worker level A:		
Area A.....		19,46
Area B.....		12,29
Area C.....		9,97
Area D.....		10,06
Area E.....		10,08
(ii) Construction worker level B:		
Area A:.....		18,54
Glaziers in joinery shop.....		18,21
Area B:		
Grade A journeymen in all other trades.....		11,70
Grade A journeymen in painting and glazing.....		10,05
Journeymen in other trades.....		9,65
Area C:		
Grade A journeymen in all trades.....		9,50
Journeymen in all trades.....		7,82
Area D:		
Grade A journeymen in all trades.....		9,59
Journeymen in all trades.....		8,67
Area E:		
Grade A journeymen in all trades.....		9,61
Journeymen in all trades.....		9,04
(iii) Construction worker level C:		
Area A.....		11,22
Machine minders and sawyers and mechanical handling equipment drivers.....		10,58
Area B.....		7,35
Machine minders and sawyers and mechanical handling equipment drivers.....		7,85
Area C.....		5,51
Area D.....		5,66
Machine minders and sawyers and mechanical handling equipment drivers.....		5,36
Area E.....		5,67
Operators of cranes and hoists and motor vehicle drivers.....		6,53
(iv) Construction worker level D:		
Area A.....		8,46
Area B.....		6,65
Area C.....		4,33
Area D.....		4,88
Area E.....		5,28

Category of employee and area		Per hour
		R
(v) Construction worker level E:		
Area A.....		7,78
Area B.....		6,00
Area C.....		4,29
Area D.....		4,31
Area E.....		4,28
(vi) Special category employees:		
Driver with Code 09 licence:		
Area A.....		9,65
Area B.....		7,26
Area C.....		4,46
Watchman (per six day week):		Per week
Area A.....		329,96
Area B.....		268,46
Area C.....		219,10
(vii) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		
(viii) Minors in all trades: Wages as prescribed for apprentices in the Building Industry.		
(ix) Trainee construction workers: Wages as fixed by the Council in terms of clause 21 of this Agreement.		
(x) Cleaners: 70 per cent of the wage referred to in paragraph (v) for construction worker level E.		
(xi) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto.		

Areas	Per hour				
	A	B	C	D	E
(a) Master installation electrician	20,40	12,87	10,43	10,54	10,57
(b) Installation electrician	18,54	11,70	9,65	9,59	9,61
(c) Electrical tester for single phase	14,97	9,37	7,72	7,66	7,68
(d) Electrical journeyman (unlicensed)	14,97	9,37	7,72	7,66	7,68
(e) Electrical operator.....	11,22	7,07	5,89	5,66	5,67
(f) Electrical general employee	7,78	6,00	4,29	4,31	4,28

"ANNEXURE D**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)****CLAUSE 14 (6): PENSION AND PROVIDENT FUNDS: ALLOWANCE AND CONTRIBUTION**

- (i) **Allowances:** In addition to any other remuneration payable to which an employee may be entitled, every employer in Area B shall in respect of the undermentioned employees in his employ pay an allowance as specified below in respect of every hour worked (excluding overtime): Provided that the said allowance shall be paid for not more than 45 hours in any one week:

Category of employee	Per hour
	R
(a) Construction worker level A	1,03
(b) Construction worker level B:	
Grade A journeymen in all other trades	,98
Grade A journeymen in painting and glazing.....	,84
Journeymen in other trades.....	,81
(c) Construction worker level C.....	,62
Machine minders and sawyers and mechanical handling equipment drivers	,66

<i>Category of employee</i>	<i>Per hour</i>
	R
(d) Construction worker level D.....	,56
(e) Construction worker level E.....	,50
(f) Special category employees:	
Driver with Code 09 licence.....	61
Watchman.....	,50
(g) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto:	
(i) Master installation electrician.....	1,08
(ii) Installation electrician.....	,98
(iii) Electrical tester for single phase.....	,79
(iv) Electrical journeyman (unlicensed).....	,79
(v) Electrical operator.....	,59
(vi) Electrical general employee.....	,50
(ii) Contributions: Every employer in Area B shall pay to the Council in respect of the undermentioned employees in his employ who have worked 27 ordinary hours of work, in any week, in accordance with the procedure referred to in clause 14 (6) (d), the following amounts:	

<i>Category of employee</i>	<i>Per week</i>
	R
(a) Construction worker level A.....	77,43
(b) Construction worker level B:	
Grade A journeymen in all other trades.....	73,71
Grade A journeymen in painting and glazing.....	63,32
Journeymen in other trades.....	60,80
(c) Construction worker level C.....	46,31
Machine minders and sawyers and mechanical handling equipment drivers.....	49,46
(d) Construction worker level D.....	41,90
(e) Construction worker level E.....	37,80
(f) Special category employees:	
Driver with Code 09 licence.....	45,74
Watchman.....	37,58
(g) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto:	
(i) Master installation electrician.....	81,08
(ii) Installation electrician.....	73,71
(iii) Electrical tester for single phase.....	59,03
(iv) Electrical journeyman (unlicensed).....	59,03
(v) Electrical operator.....	44,54
(vi) Electrical general employee.....	37,80"

Signed at Port Elizabeth on this 3rd day of July 2000.

G. B. STEELE

East Cape Master Builders' and Allied Industries Association

B. G. THOMPSON

Electrical Contracting & Allied Industries Association (Eastern Cape)

E. PLAATJIES

Construction and Allied Workers' Union

S. van RAYNER

Amalgamated Union of Building Trade Workers of South Africa

[being the parties to the Building Industry Bargaining Council (Southern and Eastern Cape)], in the presence of V. H. le Roux.

GENERAL SECRETARY.

No. R. 950

22 September 2000

WET OP ARBEIDSVERHOUDINGE, 1995

BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP): UITBREIDING VAN WYSIGING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bounywerheidbedingingsraad, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid met ingang van 2 Oktober 2000 en vir die tydperk wat op 28 Februarie 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (SUID- EN OOS-KAAP)****KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

East Cape Master Builders' and Allied Industries' Association

Electrical Contracting and Allied Industries' Association (Eastern Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

en

Construction and Allied Workers' Union

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

wat die partye is by die Bedingingsraad vir die Bounywerheid (Suid- en Oos-Kaap), tot wysiging van die

Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 245 van 20 Februarie 1998 soos gewysig by Goewermentskennisgewings Nos. R. 1613 van 11 Desember 1998 en R. 1308 van 5 November 1999.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakbonde;
- (b) in die landdrosdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1904 van 30 Augustus 1985, binne die landdrosdistrik Stockenström geval het), Riversdale, Uitenhage, Uniondale, en die gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963, binne die landdrosdistrik Port Elizabeth geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. 1974 van 26 September 1980 binne die landdrosdistrik Hankey geval het.

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

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

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

- (a) klerklike werknemers en administratiewe personeel, uitgesonderd terreinmagasynmeesters;
- (b) universiteitstudente en gegradueerders in die Bouwetenskap, en op konstruksietoeseighouers, konstruksie-opmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding;
- (c) nie-partye ten opsigte van klousule 1 (1) (a).

2. KLOUSULE 5: WOORDOMSKRYWING

Wysig die woordomskywing van O.R.B.I. deur aan die einde van die omskrywing die uitdrukking "of sy opvolger" by te voeg.

3. KLOUSULE 8: PERSONEELAFLEGGING

- (1) Vervang die opskrif van klousule 8 deur die volgende:

"8. ONTSLAG GEGROND OP BEDRYFSVEREISTES".

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

"(2) Ondanks subklousule (1), moet 'n werkgewer ook kennis neem van die volgende bepalings:

- (a) artikel 189 van die Wet;
- (b) artikel 41 van die Wet op Basiese Diensvoorwaardes, 1997; en
- (c) die Kennisgewing van Goeie Praktykskode oor Ontslag Gegrond op Bedryfsvereistes, Kennisgewing No. 1517 van 1999, gepubliseer in *Straatskoerant* No. 20254 van 16 Julie 1999."

4. KLOUSULE 16: REKORDS

Vervang klousule 16 deur die volgende:

"16. REKORDS

'n Werkgewer moet werknemersrekords hou, soos voorgeskryf by artikel 31 van die Wet op Basiese Diensvoorwaardes, 1997."

5. KLOUSULE 22: BOU-INDUSTRIEË OPLEIDINGSKEMA

Skrap klousule 22 in sy geheel.

6. KLOUSULE 23: ELEKTRIESE ONTWIKKELINGS- EN OPLEIDINGSFONDS

Skrap klousule 23 in sy geheel.

7. Hernommer die daaropvolgende klousules.

8. Vervang Aanhangsels A en D van hierdie Ooreenkoms deur die volgende:

"AANHANGSEL A**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (SUID- EN OOS-KAAP)****KLOUSULE 14 (1): MINIMUM LOONTARIEWE**

<i>Kategorie werknemer en gebied</i>	<i>Per uur R</i>
(i) Konstruksiewerker vlak A:	
Gebied A.....	19,46
Gebied B.....	12,29
Gebied C.....	9,97
Gebied D.....	10,06
Gebied E.....	10,08
(ii) Konstruksiewerker vlak B:	
Gebied A:.....	18,54
Glaswerkers in skrynwerkwinkel.....	18,21
Gebied B:	
Ambagsmanne graad A in alle ander ambagte	11,70
Ambagsmanne graad A in die ambagte skilder- en ruitwerk.....	10,05
Ambagsmanne in ander ambagte	9,65
Gebied C:	
Ambagsmanne graad A in ander ambagte	9,50
Ambagsmanne in ander ambagte	7,82
Gebied D:	
Ambagsmanne graad A in ander ambagte	9,59
Ambagsmanne in ander ambagte	8,67
Gebied E:	
Ambagsmanne graad A in ander ambagte	9,61
Ambagsmanne in ander ambagte	9,04

Kategorie werknemer en gebied		Per uur R
(iii)	Konstruksiewerker vlak C:	
	Gebied A.....	11,22
	Masjienoppassers en saers en drywers van meganiese hanteeruitrusting.....	10,58
	Gebied B.....	7,35
	Masjienoppassers en saers en drywers van meganiese hanteeruitrusting.....	7,85
	Gebied C.....	5,51
	Gebied D.....	5,66
	Masjienoppassers en saers en drywers van meganiese hanteeruitrusting.....	5,36
	Gebied E.....	5,67
	Hyseroperateurs en kraandryers en motorvoertuigdrywers	6,53
(iv)	Konstruksiewerker vlak D:	
	Gebied A.....	8,46
	Gebied B.....	6,65
	Gebied C.....	4,33
	Gebied D.....	4,88
	Gebied E.....	5,28
(v)	Konstruksiewerker vlak E:	
	Gebied A.....	7,78
	Gebied B.....	6,00
	Gebied C.....	4,29
	Gebied D.....	4,31
	Gebied E.....	4,28
(vi)	Spesiale kategorie werknemers:	
	Drywer in besit van Kode 09-lisensie:	
	Gebied A.....	9,65
	Gebied B.....	7,26
	Gebied C.....	4,46
	Wagte (per week van ses dae):	Per week
	Gebied A.....	329,96
	Gebied B.....	268,46
	Gebied C.....	219,10
(vii)	Vakleerlinge: Lone soos voorgeskryf kragtens die Wet op Mannekragopleiding, 1981, vir vakleerlinge in die Bounywerheid.	
(viii)	Minderjariges in alle ambagte: Lone soos vir vakleerlinge in die Bounywerheid bepaal.	
(ix)	Kwekeling-konstruksiewerkers: Lone soos bepaal deur die Raad ingevolge klousule 21 van hierdie Ooreenkoms.	
(x)	Skoonmakers: 70 persent van die loon vasgestel in paragraaf (v) vir konstruksiewerker vlak E.	
(xi)	Werknemers betrokke by elektriese installering wat elektriese montering, bedrading en werksaamhede wat daarmee gepaardgaan, insluit.	

		Per uur R				
Gebiede		A	B	C	D	E
(a)	Meester installasie-elektrisiën	20,40	12,87	10,43	10,54	10,57
(b)	Installasie-elektrisiën	18,54	11,70	9,65	9,59	9,61
(c)	Elektriese toetser vir enkelfase	14,97	9,37	7,72	7,66	7,68
(d)	Elektriese ambagsman (ongelisensieerd)	14,97	9,37	7,72	7,66	7,68
(e)	Elektriese operateur	11,22	7,07	5,89	5,66	5,67
(f)	Elektriese algemene werknemer	7,78	6,00	4,29	4,31	4,28

"AANHANGSEL D**BOUNYWERHEID VIR DIE BEDINGINGSRAAD [SUID- EN OOS-KAAP]****KLOUSULE 14 (6): PENSIOEN- EN VOORSORGFONDS: TOELAE EN BYDRAES**

- (i) **Toelaes:** Benewens enige ander vergoeding betaalbaar waarop 'n werknemer geregtig is, moet elke werkgewer in gebied B ten opsigte van die onderstaande werknemers in sy diens, 'n toelae betaal vir elke uur gewerk, uitgesonderd soos hieronder aangedui: Met dien verstande dat die toelae nie betaal sal word vir meer as 45 uur in enige week nie:

<i>Kategorie werknemer</i>	<i>Per uur</i>
	R
(a) Konstruksiewerker vlak A.....	1,03
(b) Konstruksiewerker vlak B:	
Ambagsmanne Graad A in ander ambagte	,98
Ambagsmanne Graad A in die ambagte skilder- en ruitwerk	,84
Ambagsmanne in ander ambagte	,81
(c) Konstruksiewerker vlak C	,62
Masjienoppassers en saers en drywers van meganiese hanteeruitrusting.....	,66
(d) Konstruksiewerker vlak D	,56
(e) Konstruksiewerker vlak E	,50
(f) Spesiale kategorie werknemers:	
Drywer in besit van Kode 09 lisensie	,61
Wag.....	,50
(g) Werknemers betrokke by elektriese installering, wat elektriese bedrading en montering en werksaamhede wat daarmee gepaardgaan, insluit:	
(i) Meester installasie-elektrisiën.....	1,08
(ii) Installasie-elektrisiën.....	,98
(iii) Elektriese toetser vir enkelfase.....	,79
(iv) Elektriese ambagsman (ongelisensieerd).....	,79
(v) Elektriese operateur.....	,59
(vi) Elektriese algemene werknemer	,50

- (ii) **Bydraes:** Elke werkgewer in Gebied B moet ten opsigte van elkeen van ondergenoemde werknemers in sy diens wat 27 gewone werkure gedurende 'n week gewerk het, ooreenkomstig die prosedure bedoel in klousule 14 (6) (d) die volgende bedrae aan die Raad betaal:

<i>Kategorie werknemer</i>	<i>Per week</i>
	R
(a) Konstruksiewerker vlak A.....	77,43
(b) Konstruksiewerker vlak B:	
Ambagsmanne Graad A in ander ambagte	73,71
Ambagsmanne Graad A in die ambagte skilder- en ruitwerk	63,32
Ambagsmanne in ander ambagte	60,80
(c) Konstruksiewerker vlak C	46,31
Masjienoppasers en saers en drywers van meganiese hanteeruitrusting	49,46
(d) Konstruksiewerker vlak D	41,90
(e) Konstruksiewerker vlak E	37,80
(f) Spesiale kategorie werknemers:	
Drywer in besit van Kode 09-lisensie	45,74
Wag.....	37,58
(g) Werknemers betrokke by elektriese installering, wat elektriese bedrading en montering en werksaamhede wat daarmee gepaard gaan, insluit:	
(i) Meester installasie-elektrisiën.....	81,08
(ii) Installasie-elektrisiën.....	73,71
(iii) Elektriese toetser vir enkelfase.....	59,03

<i>Kategorie werknemer</i>	<i>Per week</i>
	R
(iv) Elektriese ambagsman (ongelisensieerd).....	59,03
(v) Elektriese operateur.....	44,54
(vi) Elektriese algemene werknemer	37,80".

Geteken te Port Elizabeth op hede die 3de dag van Julie 2000.

G. B. STEELE

East Cape Master Builders' and Allied Industries Association

B. G. THOMPSON

Electrical Contracting & Allied Industries Association (Eastern Cape)

E. PLAATJIES

Construction and Allied Workers' Union

S. van RAYNER

Amalgamated Union of Building Trade Workers of South Africa

[wat die partye is by die Bedingsraad van die Bounywerheid (Suid- en Oos-Kaap)], in die teenwoordigheid van V. H. le Roux

HOOFSEKRETARIS

No. R. 951

22 September 2000

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (CAPE OF GOOD HOPE): EXTENSION OF AMENDMENT OF THE COLLECTIVE AGREEMENT FOR THE BOLAND TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Building Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 2 October 2000 and for the period ending 31 July 2001.

M.M.S. MDLADLANA

Minister of Labour

SCHEDULE

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (CAPE OF GOOD HOPE) BOLAND COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

Boland Meesterbouers en Verwante Bedrywe Vereniging

Master Masons' and Quarry Owners' Association (South Africa)

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

Building Construction and Allied Workers' Union

Building Workers' Union

Construction and Allied Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

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

being parties to the Bargaining Council for the Building Industry (Cape of Good Hope),

to amend the Agreement published under Government Notice No. R. 661 of 8 May 1998, as amended and renewed by Government Notices Nos. R. 1588 of 4 December 1998, R. 1280 of 29 October 1999 and R. 776 of 1 August 2000.

1. SCOPE OF APPLICATION

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

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

- (b) by all employers who are not members of the employers' organisations and by all employees who are not members of the trade unions;
 - (c) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. R283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. R.173 of 9 February 1973), fell within the Magisterial District of Wynberg], Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. R.171 of 8 February 1957, fell within the Magisterial District of Bellville).
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.
- (3) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall not apply to—
- (a) clerical employees and administrative staff;
 - (b) university students and graduates in Building Science and to construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training;
 - (c) non-parties in respect of clauses 1 (1) (a) and 2 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 July 2001.

3. CLAUSE 8: TERMS OF EMPLOYMENT

- (1) Substitute the following for subclause (8) (a):
- "(a) An employer or employee who intends terminating a contract of employment shall give the other party at least five working days' written notice of termination of such contract, which notice shall be given before 12 noon on any working day and shall commence on that same working day: Provided that if the employee has worked for more than one year with the same employer and the reason for termination is retrenchment, then the employer will give the employee at least 10 working days' written notice of termination of the contract".
- (2) Add the following subclause, (8) (f):
- "(f) Where an employee has been appointed on probation for a fixed period, not less than 24 hours' written notice of termination of employment, must be given by either party during that period: Provided that an employee may elect not to work during his notice period: Provided further that should such termination be as a result of incapacity or poor work performance, the Code of Good Practice as per schedule 8 of the Act must first be applied".

Signed at Paarl this 12th day of July 2000.

P. LE ROUX

for the Boland Meesterbouers en Verwante Bedrywe Vereniging

W. C. CLIFT

for the Master Masons' and Quarry Owners' Association (South Africa)

P. HLENGISA

for the Construction and Allied Workers' Union

R. C. DAMON

for the Building Workers' Union

J. P. PRETORIUS

for the South African Woodworkers' Union

G. KRIEL

for the South African Operative Masons' Society

E. TYEMBILE

for the Building Construction and Allied Workers' Union

No. R. 951

22 September 2000

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP): UITBREIDING VAN WYSIGING VAN KOLLEKTIEWE OOREENKOMS VIR DIE BOLAND NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Bedingingsraad vir die Bounywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 2 Oktober 2000 en vir die tydperk wat op 31 Julie 2001 eindig.

M.M.S. MDLADLANA**Minister van Arbeid****BYLAE****BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP)****KOLLEKTIEWE OOREENKOMS VIR DIE BOLAND**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Boland Meesterbouers en Verwante Bedrywe Vereniging**Master Masons' and Quarry Owners' Association (South Africa)**

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

Building Construction and Allied Workers' Union**Building Workers' Union****Construction and Allied Workers' Union****South African Operative Masons' Society****South African Woodworkers' Union**

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

wat die partye is by die Bedingingsraad vir die Bounywerheid (Kaaap die Goeie Hoop),

tot wysiging van die ooreenkoms gepubliseer by Goewermentskennigsewing Nr. R.661 van 8 Mei 1998, soos gewysig en hernieu by Goewermentskennigsewings No. R. 1588 van 4 Desember 1998, R. 1280 van 29 Oktober 1999 en R. 776 van 1 Augustus 2000.

1. TOEPASSINGSBESTEK

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakbonde is;
- (b) deur alle werkgewers wat nie lede van die werkgewersorganisasies is nie en deur alle werknemers wat nie lede van die vakbonde is nie;
- (c) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsriver (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat, voor die publikasie van Goewermentskennigsewing No. R. 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd die gedeelte wat, voor 9 Maart 1973 (Goewermentskennigsewing No. R. 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het] Strand en Malmesbury (uitgesonderd die gedeelte wat, voor die publikasie van Goewermentskennigsewing No. R. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het).

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

- (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;
- (b) kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie Wet of met voorwaardes wat daarkragtens gestel is nie.

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

- (a) klerke en administratiewe personeel;
- (b) universiteitstudente en gedradueerdes in die Bouwetenskap, en konstruksietoeseighouers, konstruksie- opmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding.
- (c) nie-partye ten opsigte van klousule 1 (1) (a) en 2 van hierdie Ooreenkoms.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel as die effektiewe datum waarop die Ooreenkoms vir nie-partye bindend word, of die datum waarop die Minister van Arbeid weier om die Ooreenkoms tot nie-partye uit te brei en die Ooreenkoms moet na sodanige datum bindend bly tot 31 Julie 2001.

3. KLOUSULE 8: DIENSVOORWAARDES

(1) Vervang subklousule 8 (a) deur die volgende:

"(a) 'n Werkgewer of werknemer wat van voorneme is om 'n dienskontrak te beëindig, moet die ander party vyf werksdae skriftelik kennis gee van beëindiging van sodanige kontrak, welke kennis ingedien moet word voor 12:00 op enige werksdag en aavang sal neem op dieselfde werksdag: Met dien verstande dat in die geval van 'n werknemer wat langer as een jaar vir dieselfde werkgewer gewerk het en waar die rede vir diensbeëindiging personeelaflegging is, die werkgewer die werknemer minstens 10 dae kennis van diensbeëindiging moet gee."

(2) Voeg subklousule (8) (f) volg by:

"(f) Waar 'n Werknemer vir 'n vasgestelde proeftydperk aangestel is, moet minstens 24 uur skriftelik kennis van diensbeëindiging deur beide partye gedurende die tydperk gegee word: Met dien verstande dat die werknemer kan verkies om nie in die kennisgewing tydperk te werk nie: Met dien verstande verder dat indien sodanige diensbeëindiging as gevolg van onbevoegdheid of swak werkprestasie is, die Goeiepraktykkode volgens Bylae 8 van die Wet eers toegepas moet word."

Geteken te Paarl op hede die 12de dag van Julie 2000.

P. LE ROUX

vir die Boland Meesterbouers en Verwante Bedrywe Vereniging

W. C. CLIFT

vir die Master Mason's and Quarry Owners' Association (South Africa)

P. HLENGISA

vir die Construction and Allied Workers' Union

R. C. DAMON

vir die Building Workers' Union

J. P. PRETORIUS

vir die South African Woodworkers' Union

G. KRIEL

vir die South African Operative Masons' Society

E. TYEMBILE

vir die Building Construction and Allied Workers' Union

No. R. 952

22 September 2000

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (EAST LONDON): EXTENSION OF AMENDMENT OF COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Sheperd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Building Industry (East London) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that industry, with effect from 2 October 2000 and for the period ending 16 August 2003.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

BUILDING INDUSTRY BARGAINING COUNCIL (EAST LONDON)

COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

East Cape Master Builders and Allied Industries 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

and

Construction and Allied Workers Union

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

being the parties to the Building Industry Bargaining Council (East London) to amend the Agreement published under Government Notice No. R.990 of 14 August 1998, as amended by Government Notices Nos. R.1618 of 11 December 1998 and R.1118 of 17 September 1999.

CHAPTER 1**ADMINISTRATION AND GENERAL****1. AREA AND SCOPE OF APPLICATION OF AGREEMENT****1.1 The terms of this Agreement shall be observed—**

1.1.1 by all employers and by all employees who are engaged or employed in the Building Industry who are members of the employers' organisation and the trade unions, respectively;

1.1.2 in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1877 and 1079 of 4 September 1981, as amended, and 10 June 1988, respectively, transferred from Ciskei).

1.2 Notwithstanding the provisions of clause 1.1—**1.2.1 the terms of this Agreement shall apply—**

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

(ii) to learners insofar as they are not inconsistent with the provisions of the Skills Development Act, 1998 (Act No. 97 of 1998), or any contract entered into or any condition fixed thereunder;

1.2.2 the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000; and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

1.3 The terms of this Agreement shall not apply to non-parties in respect of clause 1.1.1.**2. CLAUSE 18: REMUNERATION**

Substitute the following for clause 18.2:

"Payment for overtime

An employee who is required or permitted to work any time outside the hours prescribed in clause 17.1 shall be paid—

18.2.1 (a) (i) one and a third times his hourly wage for the first three (3) hours worked in any week and thereafter one and a half times his wage in respect of each hour or part of an hour worked in excess of ordinary hours as set out in clause 17.1 daily between 07:00 on Monday and 12:00 on Saturday;

(ii) one and a half times his hourly wage in respect of each hour or part of an hour worked on a Saturday between 12:00 and 18:00;

(b) double his hourly wage in respect of each hour or part of an hour worked—

(i) on Saturday after 18:00;

(ii) on Sunday and until 07:00 on Monday and on a public holiday, unless exchanged in terms of the Public Holidays Act, 1994."

3. CLAUSE 22: OTHER WORK-PLACE CONDITIONS

Substitute the following for clause 22.6:

"Overalls

All employers are required to supply their employees with overalls on the conditions as set out hereunder:

22.6.1 Every employer shall supply a suitable new overall free of charge to each of his employees after the first six (6) months' continuous employment with that employer and then at least one overall again every twelve (12) months thereafter. It is recommended that employers replace the overall issued in terms of this clause between the compulsory issue dates (being initially after six (6) months service, then at twelve (12) monthly intervals thereafter) should the overall become damaged or worn due to the nature of or as a result of the employee's duties with that employer.

22.6.2 Employees supplies with overalls in terms of this clause shall maintain such overalls in a clean condition.

22.6.3 The employer shall remain the owner of any overall supplied to an employee in terms of clause 22.6.1 and the employee shall return such overall to the employer in the event of the employee leaving the employer for any reason whatsoever."

4. CLAUSE 41: RESOLUTION OF AGREEMENT INTERPRETATION OR APPLICATION DISPUTES

Substitute the following for clause 41:

"41. DISPUTE RESOLUTION PROCEDURE

A. COLLECTIVE AGREEMENT DISPUTES (SECTION 24 OF THE LABOUR RELATIONS ACT, 1995 (ACT No. 66 OF 1995))

41.1 Any dispute about the enforcement, interpretation or application of this Collective Agreement shall be referred to the Council and may be initiated by—

41.1.1 the referral thereof in writing to the Secretary of the Council by any person; or

41.1.2 a designated agent who discovers what appears to be a breach of the Collective Agreement during the course of performing his duties, and reports this to the Secretary of the Council.

41.2 The dispute shall be resolved as follows:

41.2.1 The Secretary may require a designated agent of the Council to—

- conduct an investigation into the facts surrounding the dispute;
- endeavour to secure compliance with the Agreement or the Act; and
- submit a report on the investigation, the steps taken to secure compliance and the outcome thereof.

41.2.2 On receipt of the report, the Secretary may—

- require that further investigations be made; or
- issue a compliance order; or
- appoint a conciliator from the Council's panel of conciliators; or
- refer the dispute for arbitration; or
- follow any of the procedures provided for in the Act or any amendments thereto.

41.2.3 Should a dispute be set down for conciliation, the appointed conciliator shall endeavour to secure compliance with the Collective Agreement through conciliation. In any conciliation proceedings conducted in terms of this Agreement, the conciliator may use whatever process he/she feels is appropriate in an attempt to resolve the dispute, which may or may not require meetings with the parties or their representatives. The conciliation shall be deemed to have failed if the conciliator declares it so in writing, by issuing a certificate of outcome to that effect.

41.2.4 The proceedings of an unresolved dispute that is referred for arbitration shall be conducted in terms of the Labour Relations Act, 1995: Provided that no formal record of the proceedings is kept, and the formalities pertaining thereto are as follows:

- (i) The Secretary shall appoint an arbitrator from the Council's panel of arbitrators. An arbitrator who is independent of the Council shall be appointed in the event of the Council having a direct interest in the dispute.
- (ii) The arbitrator may conduct the arbitration in the manner that he/she considers appropriate in order to resolve the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.
- (iii) The arbitrator may make any appropriate award that gives effect to the agreement, which award shall be final and binding.
- (iv) The arbitrator shall include an order in the arbitration award for the recovery of the costs of conducting the arbitration. The arbitrator may not include an order in the arbitration award for costs (other than costs of conducting the arbitration) incurred by the parties, unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner, or unless such award is in accordance with a mandate agreed between the parties.
- (v) An arbitrator may at his/her own discretion or as a result of an application by an affected party, vary or rescind an award—
 - erroneously sought or erroneously made in the absence of any party affected by the award;

- in which there is an ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission, or
- granted as a result of a mistake common to the parties to the proceedings.

- 41.2.5 The Secretary or any of the parties may apply for a memorandum of agreement in settlement of a dispute or an arbitration award to be made an order of the Labour Court.
- 41.2.6 The Council may adopt procedures to facilitate and guide the Secretary, staff, conciliators and arbitrators in the resolution of alleged collective agreement contraventions and infringements, which procedures shall not be inconsistent with both this clause and the Labour Relations Act, 1995 (Act No. 66 of 1995), and any amendment(s) thereto.
- 41.2.7 The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce the Collective Agreement.
- 41.2.8 The Secretary of the Council may delegate all or any of the duties and/or functions assigned to him in this clause to another employee of the Council.

B. CCMA ACCREDITED DISPUTES (SECTION 51 OF THE LABOUR RELATIONS ACT, 1995 (ACT No. 66 OF 1995))

- 41.2.9 Any disputes for which the Council requires accreditation shall be conducted in terms of the provisions set out in both the Labour Relations Act and the accreditation certificate issued to the Council by the CCMA."

5. CHAPTER 9: REMUNERATION

Substitute the following for Annexures A, B, C, D and E:

"ANNEXURE A

BUILDING INDUSTRY BARGAINING COUNCIL (EAST LONDON): MINIMUM WAGE RATES

<i>Category of employee</i>	<i>Per hour R</i>
Construction worker level A.....	16,92
Construction worker level B.....	16,11
Construction worker level C.....	11,13
Construction worker level D.....	8,87
Construction worker level E.....	7,98
<i>Special category employees:</i>	
Site clerk.....	13,57
Driver/plant operator *.....	11,40
Driver/plant operator **.....	10,54
Driver/plant operator ***.....	8,87
Site storeman.....	10,54
Watchman.....	4,80
Cleaner.....	5,02"

Apprentices—wages as prescribed in the Manpower Training Act.

Trainee/learner construction workers—wages as fixed by the Council in terms of clause 21 of this Agreement.

* With a carrying capacity of more than 4 536 kg;

** with a carrying capacity of more than 1 814 kg up to and including 4 536 kg;

*** with a carrying capacity of up to and including 1 814 kg.

ANNEXURE B

BUILDING INDUSTRY BARGAINING COUNCIL (EAST LONDON)

HOURLY ALLOWANCES FOR QUALIFYING EMPLOYEES IN TERMS OF THIS AGREEMENT

	Minimum hourly wage	Upper limit of wage band	Holiday Fund	Pension/ Provident Fund	Medical Aid Fund	Sick Pay Fund	Total hourly allowance
Construction worker level A	16,92	17,00	1,61	1,31	0,70	0,10	3,72
Construction worker level B	16,11	16,50	1,57	1,27	0,70	0,10	3,64
Construction worker level C	11,13	11,50	1,28	0,75		0,07	2,10
Construction worker level D	8,87	9,00	1,00	0,59		0,06	1,65

	Minimum hourly wage	Upper limit of wage band	Holiday Fund	Pension/ Provident Fund	Medical Aid Fund	Sick Pay Fund	Total hourly allowance
Construction worker level E	7,98	8,00	0,76	0,52		0,05	1,33
Special category employees:							
Site clerk	13,57	14,00	1,33	0,91		0,08	2,32
Driver/plant operator*	11,40	11,50	1,28	0,75		0,07	2,10
Driver/plant operator**	10,54	11,00	1,23	0,72		0,07	2,02
Driver/plant operator***	8,87	9,00	1,00	0,59		0,06	1,65
Site storeman	10,54	11,00	1,04	0,72		0,07	1,83
Watchman	4,80	5,00	0,39	0,33		0,04	0,76
Cleaner	5,02	5,25	0,50	0,34		0,04	0,88

* With a carrying capacity of more than 4 536 kg;

** with a carrying capacity of more than 1 814 kg up to and including 4 536 kg;

*** with a carrying capacity of up to and including 1 814 kg.

1. In addition to any other remuneration to which an employee referred to in this schedule may be entitled, every employer shall pay to every such employee in his hourly allowances as set out in this annexure in respect of ordinary hours worked by such employee during a week: Provided that where less than 25,5 hours have been worked in any week then only the allowances pertaining to the holiday and sick funds are applicable.
2. Allowances in respect of Holiday, Pension and Provident Funds are determined at the upper limit of the wage band, with the calculation being determined per wage band. The wage bands for all categories of employees, except watchmen and cleaners (who wage bands are 25c), are 50c, e.g. 5,01–5,50; 5,51–6,00 etc.
3. Allowances for employees earning in excess of the minimum wage will be determined at the upper level of their applicable wage bands, as follows:
 - For the Holiday Fund, in accordance with the formulas set out in 4 below.
 - For the Pension and Provident Funds, the following formulas will apply for each category of employee:

$$\frac{\text{Contribution per table}}{\text{Upper limit of wage band of minimum rate}} \times \frac{\text{Upper limit of actual wage band}}{1}$$

4. The formulas for determining Holiday Fund allowances are as follows:

Construction Workers Levels A and B

$$\frac{\text{Wage rate} \times 8,5 \text{ hours} \times 23}{2\ 058} = \text{Hourly Holiday Fund allowance}$$

Construction Workers Level C, drivers and operators

$$\frac{\text{Wage rate} \times 8,5 \text{ hours} \times 27}{2\ 058} = \text{Hourly Holiday Fund allowance}$$

Construction Workers Levels D and E

$$\frac{\text{Wage rate} \times 8,5 \text{ hours} \times 23}{2\ 058} = \text{Hourly Holiday Fund allowance}$$

Site Clerk and Site Storeman

$$\frac{\text{Wage rate} \times 8,5 \text{ hours} \times 23}{2\ 058} = \text{Hourly Holiday Fund allowance (to nearest cent)}$$

Cleaner

$$\frac{\text{Wage rate} \times 8,5 \text{ hours} \times 23}{2\ 058} = \text{Hourly Holiday Fund allowance (to nearest cent)}$$

Watchman

$$\frac{\text{Wage rate} \times 10 \text{ hours} \times 23}{2\ 940} = \text{Hourly Holiday Fund allowance (to nearest cent)}$$

“Wage rate” means the upper limit of the respective wage band, e.g. for a wage of R6,60 the calculation is based on R7,00.

5. Sick Pay Fund allowance/contributions are determined in accordance with the following table:

Wage band groupings	Contributions
26,01 and above	0,15
24,01–26,00	0,14
22,01–24,00	0,13
20,01–22,00	0,12
18,01–20,00	0,11
16,01–18,00	0,10
14,01–16,00	0,09
12,01–14,00	0,08
10,01–12,00	0,07
8,01–10,00	0,06
6,01– 8,00	0,05
4,27– 6,00	0,04

ANNEXURE C

BUILDING INDUSTRY BARGAINING COUNCIL (EAST LONDON)

EMPLOYER WEEKLY CONTRIBUTIONS

	Minimum hourly wage	Holiday Fund	Pension/ Provident Fund	Medical Aid Fund	Sick Pay Fund	Council levies	Dispute resolution levy	Total
Construction worker level A	16,92	67,62	55,02	29,40	4,20	2,91		159,15
Construction worker level B	16,11	65,94	53,34	29,40	4,20	2,91		155,79
Construction worker level C	11,13	53,76	31,50		2,94	2,64		90,84
Construction worker level D	8,87	42,00	24,78		2,52	2,64		71,94
Construction worker level E	7,98	31,92	21,84		2,10	2,50		58,36
Special Category employees:								
Site clerk.....	13,57	55,86	38,22		3,36	2,64		100,08
Driver/plant operator *.....	11,40	53,76	31,50		2,94	2,64		90,84
Driver/plant operator **	10,54	51,66	30,24		2,94	2,64		87,48
Driver/plant operator *** ..	8,87	42,00	24,78		2,52	2,64		71,94
Site storeman	10,54	43,68	30,24		2,94	2,64		79,50
Watchman	4,80	23,40	19,80		2,40	2,39		47,99
Cleaner	5,02	21,00	14,28		1,68	2,39		39,35

- The weekly contributions to the Holiday Pension/Provident and Sick Pay Funds are based on a 42-hour week being worked.
- The actual weekly employer contributions to the funds referred to in 1 above will be determined by using the following formula:

Hourly allowance (per Annexure B) x actual hours (where actual hours are the hours for which the employer is required to pay the employee for a week with a maximum of 42 hours per week).

- * With a carrying capacity of more than 4 536 kg;
- ** with a carrying capacity of more than 1 814 kg up to and including 4 536 kg;
- *** with a carrying capacity of up to and including 1 814 kg.

ANNEXURE D**BUILDING INDUSTRY BARGAINING COUNCIL (EAST LONDON)****EMPLOYEE WEEKLY CONTRIBUTIONS**

	Minimum hourly wage	Pension/ Provident Fund	Medical Aid Fund	Sick Pay Fund	Council levies	Dispute Resolution Levy	Total
Construction worker level A.....	16,92	55,02	29,40	4,20	2,91		91,53
Construction worker level B	16,11	53,34	29,40	4,20	2,91		89,85
Construction worker level C	11,13	31,50		2,94	2,64		37,08
Construction worker level D	8,87	24,78		2,52	2,64		29,94
Construction worker level E	7,98	21,84		2,10	2,50		26,44
Special category employees:							
Site clerk.....	13,57	38,22		3,36	2,64		44,22
Driver/plant operator*	11,40	31,50		2,94	2,64		37,08
Driver/plant operator**	10,54	30,24		2,94	2,64		35,82
Driver/plant operator***	8,87	24,78		2,52	2,64		29,94
Site storeman	10,54	30,24		2,94	2,64		35,82
Watchman	4,80	19,80		2,40	2,39		24,59
Cleaner	5,02	14,28		1,68	2,39		18,35

Note: 1. The minimum employee contributions are applicable when a full 42-hour week is worked (inclusive of paid public holidays).

2. Deductions from employees are only to be made if the minimum weekly hours have been worked as set out in clause 26.1.

* With a carrying capacity of more than 4 536 kg;

** with a carrying capacity of more than 1 814 kg up to and including 4 536 kg;

*** with a carrying capacity of up to and including 1 814 kg.

ANNEXURE E**BUILDING INDUSTRY BARGAINING COUNCIL (EAST LONDON)****COMBINED WEEKLY CONTRIBUTION**

	Minimum hourly wage	Holiday Fund	Pension/ Provident Fund	Medical Aid Fund	Sick Pay Fund	Council levies	Dispute Resolu- tion Levy	Total
Construction worker level A	16,92	67,62	110,04	58,80	8,40	5,82		250,68
Construction worker level B	16,11	65,94	106,68	58,80	8,40	5,82		245,64
Construction worker level C	11,13	53,76	63,00		5,88	5,28		127,92
Construction worker level D	8,87	42,00	49,56		5,04	5,28		101,88
Construction worker level E	7,98	31,92	43,68		4,20	5,00		84,80
Special category employees:								
Site clerk	13,57	55,86	76,44		6,72	5,28		144,30
Driver/plant operator*	11,40	53,76	63,00		5,88	5,28		127,92
Driver/plant operator**	10,54	51,66	60,48		5,88	5,28		123,30
Driver/plant operator*** ...	8,87	42,00	42,56		5,04	5,28		101,88
Site storeman.....	10,54	43,68	60,48		5,88	5,28		115,32
Watchman	4,80	23,40	39,60		4,80	4,78		72,58
Cleaner	5,02	21,00	28,56		3,36	4,78		57,70

- Note:**
1. Every employer is required to deduct and pay over the combined weekly contributions as set out above if minimum hours have been worked as set out in clause 26.1.
 2. The above weekly contributions and any other deductions (in terms of this Agreement) shall be paid over to the Council as provided for in this Agreement.

* With a carrying capacity of more than 4 536 kg;

** with a carrying capacity of more than 1 814 kg up to and including 4 536 kg;

*** with a carrying capacity of up to and including 1 814 kg."

Signed at East London on behalf of the parties on this 26th day of July 2000.

C. VAN SEUMEREN

for the East Cape Master Builders and Allied Industries Association

M. MZWANA

for the trade unions, having being duly authorised thereto

(being the parties to the Building Industry Bargaining Council, East London) in the presence of:

D. B. CAPLES

Chairman of Council

F. T. KNOX

Secretary

No. R. 952

22 September 2000

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (OOS-LONDEN): UITBREIDING VAN WYSIGING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Sheperd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Bedingingsraad vir die Bounywerheid (Oos-Londen) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 2 Oktober 2000 en vir die tydperk wat op 16 Augustus 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (OOS-LONDEN)

KOLLEKTIEWE OOREENKOMS

Ooreenkomstig die Wet of Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

East Cape Master Builders and Allied Industries Association

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

Amalgamated Union of Building Trade Workers of South Africa

en

Construction and Allied Workers Union

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

wat die partye is by die Bedingingsraad vir die Bounywerheid (Oos-Londen), tot wysiging van die Ooreenkoms gepubliseer in Goewermentskennisgewing No. R.990 van 14 Augustus 1998, soos gewysig by Goewermentskennisgewings Nos. R.1618 van 11 Desember 1998 en R.1118 van 17 September 1999.

HOOFSTUK 1

ADMINISTRASIE EN ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet nagekom word—

1.1.1 deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakbonde;

1.1.2 in die landdrostdistrik Oos-Londen (uitgesonderd gedeeltes wat ingevolge Goewermentskennisgewings Nos. 1877 en 1079 van 4 September 1981, soos gewysig, en 10 Junie 1988, onderskeidelik, oorgeplaas is vanaf Ciskei).

1.2 Ondanks die bepalings van klousule 1.1—

1.2.1 Is hierdie Ooreenkoms van toepassing—

- (i) op vakleerlinge slegs vir sover dit nie strydig is nie met die bepalings van die Wet op Mannekragopleiding, 1981, of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;
- (ii) op kwekelinge slegs vir sover dit nie strydig is nie met die bepalings van die Skills Development Act (Wet No. 97 van 1998) of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;

1.2.2 is hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing op plase van—

- (i) woonhuise teen 'n koste van minder as R14 000; en
- (ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

Hierdie Ooreenkoms is nie van toepassing op nie-partye ten opsigte van klousule 1.1.1 nie.

2. KLOUSULE 18: BESOLDIGING

Vervang klousule 18.2 deur die volgende:

“Oortydbetaling

'n Werknemer wat versoek of toegelaat word om oortyd te werk bo en behalwe die ure soos voorgeskryf in klousule 17.1 moet soos volg betaal word—

- 18.2.1 (a) (i) een en 'n derde maal sy uurlikse loon ten opsigte vir die eerste drie (3) uur gewerk in enige week, en daarna een en 'n half maal sy loon ten opsigte van elke uur of gedeelte van 'n uur gewerk bo en behalwe sy gewone werkure soos uiteengesit in klousule 17.1 daaglik tussen 07:00 op Maandag en 12:00 op Saterdag;
- (ii) een en 'n half maal sy uurlikse loon ten opsigte van elke uur of gedeelte van 'n uur gewerk op 'n Saterdag tussen 12:00 en 18:00;
- 18.2.2 (b) dubbel sy uurlikse loon ten opsigte van elke uur of gedeelte van 'n uur gewerk—
 - (i) op 'n Saterdag na 18:00;
 - (ii) op 'n Sondag tot en met 07:00 op Maandag en op 'n openbare vakansiedag, tensy uitgeruil kragtens die Wet op Openbare Vakansiedae, 1994”.

3. KLOUSULE 22: ANDER WERKPLEKVOORWAARDES

Vervang klousule 22.6 deur die volgende:

“Oorpakke

Elke werkgever moet oorpakke aan sy werknemers verskaf op die voorwaardes soos hieronder uiteengesit:

- 22.6.1 Elke werkgever moet aan elkeen van sy werknemers 'n geskikte nuwe oorpak gratis verskaf na die eerste ses (6) maande ononderbroke diens by dieselfde werkgever en dan minstens een oorpak elke twaalf (12) maande daarna. Daar word aanbeveel dat die werkgevers die oorpak vervang wat kragtens hierdie klousule uitgereik is tussen die verpligte uitreikingsdatums (aanvanklik na ses (6) maande diens, daarna met tussenposes van twaalf (12) maande indien die oorpak beskadig of verslete raak weens die aard of omstandighede van die werknemer se werk by daardie werkgever.
- 22.6.2 Werknemers wat ingevolge hierdie klousule 22.6.1 van oorpakke voorsien word, moet sodanige oorpakke in 'n skoon toestand hou.
- 22.6.3 Die werkgever bly die eienaar van 'n oorpak wat hy ingevolge klousule 22.6.1 aan 'n werknemer verskaf het en die werknemer moet sodanige oorpak aan die werkgever terugbesorg indien hy die diens van die werkgever verlaat om welke rede ook al.”.

4. KLOUSULE 41: BESLEGTING VAN OOREENKOMSINTERPRETASIE OF TOEPASSING DAARVAN

Vervang die huidige klousule 41 deur die volgende:

“41. GESKILBESLEGTINGSPROSEDURE

A. GESKILLE OOR KOLLEKTIEWE OOREENKOMS (ARTIKEL 24 VAN DIE WET OP ARBEIDSVERHOUDINGE, 1995 (WET No. 66 VAN 1995)

- 41.1 Enige geskil betreffende die afdwinging interpretasie of toepassing van hierdie kollektiewe Ooreenkoms moet na die Raad verwys word en kan geïnisieër word deur—

- 41.1.1 Enige persoon wat skriftelik die geskil na die Sekretaris van die Raad verwys; of
- 41.1.2 'n aangewese agent wat tydens die uitvoering van sy pligte 'n moontlike oortreding van die Kollektiewe Ooreenkoms ontdek en dit aan die Sekretaris rapporteer.
- 41.2 Die geskil moet soos volg besleg word:
- 41.2.1 Die Sekretaris versoek dat 'n aangewese agent van die Raad—
- ondersoek instel na die feite rakende die geskil;
 - poog om voldoening aan die Ooreenkoms of Wet te bewerkstellig; en
 - 'n verslag aan die Sekretaris voorlê betreffende die ondersoek, die stappe gedoen om voldoening te bewerkstellig en die uitkoms van daardie stappe.
- 41.2.2 By ontvangs van die verslag, kan die Sekretaris—
- versoek dat die aangewese agent verdere ondersoek instel; of
 - 'n voldoeningsbevel uitreik; of
 - 'n versoener aanstel uit die Raad se paneel van bemiddelaars; of
 - die saak vir arbitrasie verwys; of
 - enige van die prosedures volg soos bepaal in die Wet of in enige wysigings daarvan.
- 41.2.3 Indien die geskil vir versoening verwys is, moet die aangestelde versoener voldoening aan die Kollektiewe Ooreenkoms deur versoening probeer bereik. In 'n versoeningsverrigting gevoer kragtens hierdie Ooreenkoms, kan die bemiddelaar van enige proses wat volgens hom of haar geskik of van toepassing is, gebruik maak ten einde die geskil te besleg. Die proses kan vergaderings met die partye of hul verteenwoordigers insluit maar hoef nie sodanige vergaderings in te sluit nie. Die versoening word geag onsuksesvol te wees as die bemiddelaar dit skriftelik bevestig deur die uitreiking van 'n sertifikaat.
- 41.2.4 Die verrigtinge van 'n onopgeloste geskil wat vir arbitrasie verwys is, moet ingevolge die Wet op Arbeidsverhoudinge, 1995 gevoer word: Met dien verstande dat geen formele aantekening van die verrigtinge gehou word nie, en die formaliteite wat daarop betrekking het, soos volg is:
- (i) Die Sekretaris moet 'n arbiter aanstel uit die Raad se paneel van arbiters. 'n Arbiter wat onafhanklik van die Raad is, moet aangestel word indien die Raad 'n direkte belang in die geskil het.
 - (ii) Die arbiter kan die arbitrasieproses voer op 'n manier wat hy/sy geskik ag ten einde die dispuut regverdig en vinnig te besleg, maar die wesenlike meriete van die geskil moet met die minimum wetlike formaliteite hanteer word.
 - (iii) Die arbiter kan enige geskikte arbitrasietoekenning maak om uitvoering te gee aan die Ooreenkoms, welke toekenning finaal en bindend sal wees.
 - (iv) Die arbiter moet in die arbitrasietoekenning 'n bevel insluit vir die verhalings van die koste vir die voer van die arbitrasie. In die arbitrasietoekenning mag die arbiter nie 'n kostebevel insluit vir ander koste wat die partye aangegaan het nie behalwe die koste vir die voer van die arbitrasie, tensy 'n party, of 'n persoon wat 'n party in die arbitrasieverrigtinge verteenwoordig het, 'n ligsinnige of hinderlike wyse opgetree het of tensy sodanige bevel ooreenkomstig 'n mandaat is waartoe die partye ooreengekom het.
 - (v) 'n Arbiter kan op eie inisiatief of as gevolg van 'n aansoek van 'n party wat deur 'n bevel geraak word, so 'n toekenning wysig of ter syder stel—
 - wat verkeerdelik verlang of verkeerdelik gemaak is in die afwesigheid van 'n party wat deur die arbitrasierekening geraak word.
 - waar daar dubbelsinnigheid of 'n ooglopende fout of weglating aanwesig is, maar slegs beperk tot daardie dubbelsinnigheid, fout of weglating; of
 - waar die bevel gemaak is weens 'n fout gemeenskaplik aan al die partye by die verrigtinge.
- 41.2.5 Die Sekretaris kan aansoek doen om 'n memorandum van ooreenkoms ter beslegting van 'n geskil of 'n arbitrasietoekenning 'n bevel van die Arbeidshof te maak.
- 41.2.6 Die Raad kan prosedures volg om die Sekretaris, personeel, versoeners en arbiters te fasiliteer en by te staan in die bemiddeling van oortredings en skendings van 'n kollektiewe ooreenkoms, welke prosedure nie strydig met hierdie klousule of die Wet op Arbeidsverhoudinge, 1995 (No. 66 van 1995), of enige wysiging(s) daarvan, mag wees nie.
- 41.2.7 Die bepalings van die geskilprosedure is bykomend by enige ander regsmiddel waardeur die Raad kollektiewe Ooreenkoms voldoening kan afdwing.
- 41.2.8 Die Sekretaris van die Raad kan een van of die pligte of werksaamhede aan hom toegewys in hierdie klousule, deleger aan enige ander werknemer van die Raad.

B. GESKILLE DEUR DIE KVBA GEAKKREDITEER KRAGTENS ARTIKEL 51 VAN DIE WET OP ARBEIDSVERHOUDINGE, 1995 (WET No. 66 VAN 1995)

41.2.9 Enige geskil waarvoor die Raad akkreditasie verlang, moet gevoer word kragtens die bepalinge soos uiteengesit in sowel die Wet of Arbeidsverhoudinge as die akkreditasiesertifikaat wat aan die Raad uitgereik is deur die KVBA."

5. HOOFSTUK 9: BESOLDIGING

Vervang Aanhangsels A, B, C, D en E deur die volgende:

"AANHANGSEL A

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (OOS-LONDEN): BASIESE LOONSKALE

<i>Kategorie werknemers</i>	<i>Per uur</i>
Konstruksiewerker vlak A	16,92
Konstruksiewerker vlak B	16,11
Konstruksiewerker vlak C	11,13
Konstruksiewerker vlak D	8,87
Konstruksiewerker vlak E	7,98
<i>Spesiale kategorie werknemers:</i>	
Terreinklerk	13,57
Motorbestuurder/aanlegoperateur *	11,40
Motorbestuurder/aanlegoperateur **	10,54
Motorbestuurder/aanlegoperateur ***	8,87
Terreinmagasynmeester	10,54
Wag	4,80
Skoonmaker	5,02

Vakleelinge—lone soos voorgeskryf in die Wet op Mannekragopleiding.

Kwekeling-/Leerlingkonstruksiewerkers—lone soos vasgestel deur die Raad kragtens klousule 21 van die Ooreenkoms.

* Met 'n netto dravermoë meer as 4 536 kg;

** met 'n netto dravermoë meer as 1 814 kg tot en met 4 536 kg;

*** met 'n netto dravermoë tot en met 1 814 kg.

AANHANGSEL B

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (OOS-LONDEN)

UURLIKSE TOELAE VIR GESKIKTE WERKNEMERS VIR DIE DOELEINDES VAN HIERDIE OOREENKOMS

	Minimum uurlikse loon	Boonste limiet van die loonskaal	Vakansie- fonds	Pensioen-/ Voorsorg- fonds	Mediese Bystands- fonds	Siekte- bystands- fonds	Totale uurlikse toelaes
Konstruksie werker vlak A	16,92	17,00	1,61	1,31	0,70	0,10	3,72
Konstruksie werker vlak B	16,11	16,50	1,57	1,27	0,70	0,10	3,64
Konstruksie werker vlak C	11,13	11,50	1,28	0,75		0,07	2,10
Konstruksie werker vlak D	8,87	9,00	1,00	0,59		0,06	1,65
Konstruksie werker vlak E	7,98	8,00	0,76	0,52		0,05	1,33
<i>Spesiale kategorie werknemers:</i>							
Terreinklerk	13,57	14,00	1,33	0,91		0,08	2,32
Motorbestuurder/aanlegoperateur*	11,40	11,50	1,28	0,75		0,07	2,10
Motorbestuurder/aanlegoperateur**	10,54	11,00	1,23	0,72		0,07	2,02
Motorbestuurder/aanlegoperateur***	8,87	9,00	1,00	0,59		0,06	1,65
Terreinmagasynmeester	10,54	11,00	1,04	0,72		0,07	1,83
Wag	4,80	5,00	0,39	0,33		0,04	0,76
Skoonmaker	5,02	5,25	0,50	0,34		0,04	0,88

- * Met 'n netto dravermoë meer as 4 536 kg;
- ** met 'n netto dravermoë meer as 1 814 kg tot en met 4 536 kg;
- *** met 'n netto dravermoë tot en met 1 814 kg.

1. Behalwe enige ander besoldiging waarop 'n werknemer in hierdie bylae bedoel, geregtig is, moet elke werkgewer aan elke werknemer in sy diens die uurlikse toelaes soos uiteengesit in hierdie aanhangsel betaal ten opsigte van normale werksure deur sodanige werknemer in 'n week gewerk met dien verstande dat waar daar egter minder as 25,5 ure in 'n week gewerk is, is toelaes slegs ten opsigte van vakansie- en siektebystandsfondse van toepassing.
2. Toelaes ten opsigte van vakansie-, pensioen- en voorsorgfondse word vasgestel teen die boonste limiet van die loonskaal wat gebruik word vir die berekening daarvan. Die loonskaal vir alle kategorieë werknemers behalwe wagte en skoonmakers (wie se loonskaal 25c beloop) is 50c, bv. 5,01–5,50; 5,51–6,00 ens.
3. Toelaes vir werknemers wat meer as die minimum lone verdien, sal bepaal word deur die boonste limiet van hulle spesifieke loonskaal, soos volg:
 - Vir die Vakansiefonds, volgens die formules uiteengesit in 4 hieronder.
 - Vir die Pensioen- en Voorsorgfonds, geld die volgende formules vir elke kategorie werknemer:

$$\frac{\text{Bydrae per tabel}}{\text{Boonste limiet van loonskaal van basiese loon}} \times \frac{\text{Boonste vlak van loonskaal}}{1}$$

4. Die formules vir vasstelling van vakansiefondstoelaes is soos volg:

Konstruksiewerker Vlakke A en B

$$\frac{\text{Loonskaal} \times 8,5 \text{ ure} \times 23}{2\,058} = \text{Uurlikse Vakansiefondstoelae}$$

Konstruksiewerker vlak C, motorbestuurders en operateurs

$$\frac{\text{Loonskaal} \times 8,5 \text{ ure} \times 27}{2\,058} = \text{Uurlikse Vakansiefondstoelae}$$

Konstruksiewerker vlakke D en E

$$\frac{\text{Loonskaal} \times 8,5 \text{ ure} \times 23}{2\,058} = \text{Uurlikse Vakansiefondstoelae}$$

Terreinklerk en terreinmagasynmeester

$$\frac{\text{Loonskaal} \times 8,5 \text{ ure} \times 23}{2\,058} = \text{Uurlikse Vakansiefondstoelae (tot die naaste sent)}$$

Skoonmaker

$$\frac{\text{Loonskaal} \times 8,5 \text{ ure} \times 23}{2\,058} = \text{Uurlikse Vakansiefondstoelae (tot die naaste sent)}$$

Wag

$$\frac{\text{Loonskaal} \times 10 \text{ ure} \times 23}{2\,940} = \text{Uurlikse Vakansiefondstoelae (tot die naaste sent)}$$

"Loonskaal" beteken die boonste limiet van die onderskeie loonstrukture, bv. vir 'n loon van R6,60 word die berekening gebaseer op R7,00.

5. Siektebystandsfondstoelaes/-bydraes word ooreenkomstig die volgende tabel bereken:

Loonbandgroeperings	Bydraes
26,01 and above	0,15
24,01–26,00	0,14
22,01–24,00	0,13
20,01–22,00	0,12
18,01–20,00	0,11
16,01–18,00	0,10
14,01–16,00	0,09
12,01–14,00	0,08
10,01–12,00	0,07
8,01–10,00	0,06
6,01– 8,00	0,05
4,27– 6,00	0,04

AANHANGSEL C**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (OOS-LONDEN)****WEEKLIKSE BYDRAE VAN DIE WERKGEWER**

	Minimum uurlikse loon	Vakansie Fonds	Pensioen/ Voorsorg- fonds	Mediese Bystands- fonds	Siekte Bystands- fonds	Raads- heffing	Geskil- beslegtings- heffing	Totaal
Konstruksiewerker vlak A.....	16,92	67,62	55,02	29,40	4,20	2,91		159,15
Konstruksiewerker vlak B	16,11	65,94	53,34	29,40	4,20	2,91		155,79
Konstruksiewerker vlak C	11,13	53,76	31,50		2,94	2,64		90,84
Konstruksiewerker vlak D	8,87	42,00	24,78		2,52	2,64		71,94
Konstruksiewerker vlak E	7,98	31,92	21,84		2,10	2,50		58,36
Spesiale kategorie werknemers:								
Terreinklerk.....	13,57	55,86	38,22		3,36	2,64		100,08
Motorbestuurder/aanleg- operateur *.....	11,40	53,76	31,50		2,94	2,64		90,84
Motorbestuurder/aanleg- operateur **.....	10,54	51,66	30,24		2,94	2,64		87,48
Motorbestuurder/aanleg- operateur ***.....	8,87	42,00	24,78		2,52	2,64		71,94
Terreinmagasynmeester...	10,54	43,68	30,24		2,94	2,64		79,50
Wag	4,80	23,40	19,80		2,40	2,39		47,99
Skoonmaker	5,02	21,00	14,28		1,68	2,39		39,35

1. Die weeklikse bydrae tot die vakansie-, pensioen-/voorsorgfonds en die siektebystandsfonds is op 'n 42-uur-werkweek gebaseer.

2. Die werklike weeklikse werkgewerbydrae tot die fonds in 1 hierbo uiteengesit, sal soos volg uitgewerk word:

Uurlikse toelae (aanhangsel B) x werklike ure (waar werklike ure die ure is wat die werkgewer verplig is om te betaal, met 'n maksimum van 42 uur per week)

* Met 'n netto dravermoë meer as 4 536 kg;

** met 'n netto dravermoë meer as 1 814 kg tot en met 4 536 kg;

*** met 'n netto dravermoë tot en met 1 814 kg.

AANHANGSEL D**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (OOS-LONDEN)****WEEKLIKSE BYDRAE VAN DIE WERKNEMER**

	Minimum uurlikse loon	Pensioen/ Voorsorg- fonds	Mediese bystands- fonds	Siekte- bystands- fonds	Raads- heffing	Geskil- beslegtings- heffing	Totale
Konstruksiewerker vlak A	16,92	55,02	29,40	4,20	2,91		91,53
Konstruksiewerker vlak B	16,11	53,34	29,40	4,20	2,91		89,85
Konstruksiewerker vlak C	11,13	31,50		2,94	2,64		37,08
Konstruksiewerker vlak D	8,87	24,78		2,52	2,64		29,94
Konstruksiewerker vlak E	7,98	21,84		2,10	2,50		26,44
Spesiale kategorie werknemers:							
Terreinklerk.....	13,57	38,22		3,36	2,64		44,22
Motorbestuurder/aanleg operateur*	11,40	31,50		2,94	2,64		37,08
Motorbestuurder/aanleg operateur**	10,54	30,24		2,94	2,64		35,82
Motorbestuurder/aanleg operateur***	8,87	24,78		2,52	2,64		29,94
Terreinmagasynmeester	10,54	30,24		2,94	2,64		35,82
Wag	4,80	19,80		2,40	2,39		24,59
Skoonmaker	5,02	14,28		1,68	2,39		18,35

- Nota:** 1. Die minimumwerknemerbydrae is van toepassing indien 'n volle 42-uur-werkweek gewerk is (insluitend betaalde openbare vakansiedae).
2. Aftrekkings van werknemers is net van toepassing waar die minimum weeklikse ure soos uiteengesit in klousule 26.1 gewerk is.
- * Met 'n netto dravermoë meer as 4 536 kg;
- ** met 'n netto dravermoë meer as 1 814 kg tot en met 4 536 kg;
- *** met 'n netto dravermoë tot en met 1 814 kg.

AANHANGSEL E

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (OOS-LONDEN)

GEKOMBINEERDE WEEKLIKSE BYDRAE

	Minimum uurlikse loon	Vakansie- fonds	Pensioen/ Voorsorg- fonds	Mediese- bystands- fonds	Siekte- bystands- fonds	Raads- heffing	Geskil beslegtings- heffing	Totale
Konstruksiewerker vlak A....	16,92	67,62	110,04	58,80	8,40	5,82		250,68
Konstruksiewerker vlak B ...	16,11	65,94	106,68	58,80	8,40	5,82		245,64
Konstruksiewerker vlak C ...	11,13	53,76	63,00		5,88	5,28		127,92
Konstruksiewerker vlak D ...	8,87	42,00	49,56		5,04	5,28		101,88
Konstruksiewerker vlak E ...	7,98	31,92	43,68		4,20	5,00		84,80
Spesiale kategorie werk- nemers:								
Terreinklerk	13,57	55,86	76,44		6,72	5,28		144,30
Motorbestuurder/aanleg operator*	11,40	53,76	63,00		5,88	5,28		127,92
Motorbestuurder/aanleg operator**	10,54	51,66	60,48		5,88	5,28		123,30
Motorbestuurder/aanleg operator***	8,87	42,00	42,56		5,04	5,28		101,88
Terreinmagasynmeester ..	10,54	43,68	60,48		5,88	5,28		115,32
Wag	4,80	23,40	39,60		4,80	4,78		72,58
Skoonmaker	5,02	21,00	28,56		3,36	4,78		57,70

- Nota:** 1. Elke werkgever is verplig om die gesamentlike weeklikse bydraes soos hierbo uiteengesit, af te trek en oor te betaal indien die minimum ure gewerk is soos uiteengesit in klousule 26.1.
2. Bogenoemde weeklikse bydraes en enige ander aftrekkings (krachtens hierdie Ooreenkoms) moet aan die Raad oorbetal word soos bepaal in hierdie Ooreenkoms.
- * Met 'n netto dravermoë meer as 4 536 kg;
- ** met 'n netto dravermoë meer as 1 814 kg tot en met 4 536 kg;
- *** met 'n netto dravermoë tot en met 1 814 kg.

Geteken namens die partye te Oos-Londen op hede die 26ste dag van Julie 2000.

C. VAN SEUMEREN

East Cape Master Builders and Allied Industries Association

M. MZWANA

Namens die vakbonde behoorlik daartoe gemagtig

(wat die partye is by die Bedingingsraad vir die Bounywerheid, Oos-Londen) in die teenwoordigheid van:

D. B. CAPLES

Voorsitter van die Raad

F. T. KNOX

Sekretaris

No. R. 953

22 September 2000

LABOUR RELATIONS ACT, 1995

BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE): EXTENSION OF AMENDMENT OF COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the schedule hereto, which was concluded in the Bargaining Council for the Building Industry, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 2 October 2000 and for the period ending 28 February 2001.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)
COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

East Cape Master Builders' and Allied Industries' Association

Electrical Contracting and Allied Industries' Association (Eastern Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

and

Construction and Allied Workers' Union

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

being the parties to the Building Industry Bargaining Council (Southern and Eastern Cape),

to amend the Agreement published under Government Notice No. R. 245 of 20 February 1998, as amended by Government Notices Nos. R. 1613 of 11 December 1998, R. 1308 of 5 November 1999 and R. 953 of 22 September 2000.

1. SCOPE AND APPLICATION

- (1) The terms of this Agreement shall be observed in the Building Industry and Timber Trade—
 - (a) by all employers who are members of the employers' organisations and by employees who are members of the trade unions;
 - (b) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown (excluding that portion which, prior to the publication of Government Notice No. R. 1904 of 30 August 1985, fell within the Magisterial District of Stockenström), Riversdale, Uitenhage, Uniondale, and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which, prior to the publication of Government Notice No. R. 1974 of 26 September 1980, fell within the Magisterial District of Hankey.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
 - (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—
 - (a) clerical employees and administrative staff, excluding site storemen;
 - (b) university students and graduates in Building Science, and to construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training;
 - (c) non-parties in respect of clause 1 (1) (a).

2. CLAUSE 14: REMUNERATION

- (1) In subparagraph (i) of subclause 3 (c), substitute the expression "3,17c" for the expression "3c".
- (2) In subparagraph (ii) of subclause 3 (c), substitute the expression "4,22c" for the expression "4c".
- (3) In subparagraph (iii) of subclause 3 (c), substitute the expression "6,33c" for the expression "6c".
- (4) In subparagraph (iv) of subclause 3 (c), substitute the expression "5,3c" for the expression "5c".

3. CLAUSE 34: EXPENSES OF THE COUNCIL

Substitute the following for subparagraphs (i) and (ii) of subclause (1):

- (i) An amount of R4,60 in Area A and an amount of R4,72 in Areas B, C, D and E in respect of each employee employed by him and for whom wages are laid down in clause 14 (1) (i), (ii), (iii), (ix) (xi) (a), (b), (c) and (d) of this Agreement. An employer may deduct from the wage of each such employee an amount of R2,30 in Area A and an amount of R2,36 in Areas B, C, D and E for such week.
- (ii) An amount of R3,10 in Area A and an amount of R2,86 in Areas B, C, D and E in respect of each employee employed by him and for whom wages are laid down in clause 14 (1) (iv), (v), (vi) and (xi) (e) of (f) of this Agreement. An employer may deduct from the wage of each employee an amount of R1,30 in Area A and an amount of R1,43 in Areas B, C, D and E for such week.”

4. Substitute the following for Annexures A and B to this Agreement:

“ANNEXURE A**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)****CLAUSE 14 (1): MINIMUM WAGE RATES**

<i>Category of employee and Area</i>	<i>Per hour R</i>
(i) Construction worker level A:	
Area A	20,53
Area B	12,29
Area C	10,47
Area D	10,56
Area E	10,58
(ii) Construction worker level B:	
Area A	19,56
Glaziers in joinery shop	19,21
Area B:	
Grade A journeymen in all other trades	11,70
Grade A journeymen in painting and glazing	10,05
Journeymen in other trades	9,65
Area C:	
Grade A journeymen in all trades	10,00
Journeymen in all trades	8,21
Area D:	
Grade A journeymen in all trades	10,07
Journeymen in all trades	9,10
Area E:	
Grade A journeymen in all trades	10,00
Journeymen in all trades	9,50
(iii) Construction worker level C:	
Area A	11,61
Machine minders and sawyers, mechanical handling equipment drivers	10,95
Area B	7,35
Machine minders and sawyers and mechanical handling equipment drivers	7,85
Area C	5,79
Area D	5,94
Machine minders and sawyers and mechanical handling equipment drivers	5,63
Area E	5,95
Operators of cranes and hoists and motor vehicle drivers	6,86

Category of employee and Area		Per hour R
(iv) Construction worker level D:		
Area A.....		8,76
Area B.....		6,65
Area C.....		4,55
Area D.....		5,12
Area E.....		5,54
(v) Construction worker level E:		
Area A.....		8,09
Area B.....		6,00
Area C.....		4,50
Area D.....		4,53
Area E.....		4,50
(vi) Special category employees:		
Driver with Code 09 licence:		
Area A.....		9,99
Area B.....		7,26
Area C.....		4,68
Watchman (per six day week):		
Area A.....		343,16
Area B.....		268,46
Area C.....		230,06
(vii) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		
(viii) Minors in all trades: Wages as prescribed for apprentices in the Building Industry.		
(ix) Trainee construction workers: Wages as fixed by the Council in terms of clause 21 of this Agreement.		
(x) Cleaners: 70 per cent of the wage referred to in paragraph (v) for construction worker level E.		
(xi) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto.		

Areas	Per hour				
	A	B	C	D	E
(a) Master installation electrician	21,52	12,87	10,95	11,07	11,10
(b) Installation electrician	19,56	11,70	10,13	10,07	10,09
(c) Electrical tester for single phase	15,49	9,37	8,11	8,04	8,06
(d) Electrical journeyman (unlicensed)	15,49	9,37	8,11	8,04	8,06
(e) Electrical operator.....	11,61	7,07	6,19	5,94	5,95
(f) Electrical general employee	8,09	6,00	4,50	4,53	4,50

ANNEXURE B

BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)

CLAUSE 14 (4): MEDICAL AID FUND: ALLOWANCE AND CONTRIBUTION

(a) Allowances:

- (i) In addition to any other remuneration to which an employee referred to in subclause (1) (i), (ii) and (xi) (a), (b), (c) and (d) may be entitled, every employer shall pay to every such employee in his employ an allowance of 1,09 cents per hour in respect of all the ordinary hours of work, referred to in clause 12, worked by such employee during a week; and
- (ii) in addition to any other remuneration which an employee employed under a contract of apprenticeship registered in terms of the Manpower Training Act, 1981, may be entitled, every employer shall pay to every such employee an allowance of 0,25c per hour in respect of all the ordinary hours of work, referred to in clause 12, worked by such employee during a week.

(b) Contributions:

- (i) Every employer shall contribute to the Building Industry Medical Aid Fund, Eastern Cape, an amount of R87,20 per week in respect of each of his employees referred to in paragraph (a) (i). An employer shall be entitled to deduct the amount paid to the employee in terms of paragraph (a) (i) from the remuneration of the employee in respect of whom payment was made; and
- (ii) every employer shall, contribute to the Building Industry Medical Aid Fund, Eastern Cape, an amount of R20,00 per week in respect of an employee referred to in paragraph (a) (ii). An employer shall be entitled to deduct the amount paid to the employee in terms of paragraph (a) (ii) from the remuneration of the employee in respect of whom payment was made."

Signed at Port Elizabeth on this 21st day of July 2000.

B. G. THOMPSON

Electrical Contracting and Allied Industries Association (Eastern Cape)

G. B. STEELE

East Cape Master Builders' and Allied Industries' Association

S. VAN RAYNER

Amalgamated Union of Building Trade Workers of South Africa

C. S. ADAMS

Construction and Allied Workers' Union

(being the parties to the Building Industry Bargaining Council [Southern and Eastern Cape]), in the presence of V. H. le Roux

V. H. LE ROUX

General Secretary

No. R. 953

22 September 2000

WET OP ARBEIDSVERHOUDINGE, 1995

**BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP): UITBREIDING VAN WYSIGING
VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bounywerheidsbedingingsraad, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid met ingang van 2 Oktober 2000 en vir die tydperk wat op 28 Februarie 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (SUID- EN OOS-KAAP)

KOLLEKTIEWE OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

East Cape Master Builders' and Allied Industries' Association

Electrical Contracting and Allied Industries' Association (Eastern Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

en

Construction and Allied Workers' Union

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

wat die partye is by die Bedingingsraad vir die Bounywerheid (Suid- en Oos-Kaap), tot wysiging van die

Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 245 van 20 Februarie 1998, soos gewysig by Goewermentskennisgewings Nos. R. 1613 van 11 Desember 1998, R. 1308 van 5 November 1999 en R. 953 van 22 September 2000.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Bou- en Houtnywerheids nagekom word—
- deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakbonde;
 - in die landdrostdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown (uitgesonderd die gedeelte wat voor die publikasie van die Goewermentskennisgewing No. R. 1904 van 30 Augustus 1985, binne die landdrostdistrik Stockenström geval het), Riversdal, Uitenhage, Uniondale, en die gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963, binne die landdrostdistrik Port Elizabeth, geval het, maar uitgesonderd die gedeelte van die landdrostdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. R. 1974 van 26 September 1980, binne die landdrostdistrik Hankey geval het.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—
- vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;
 - kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met die Wet of met voorwaardes wat daarkragtens gestel is nie.
- (3) Ondanks die bepalings van subklousule (1) (a), is die bepalings van hierdie Ooreenkoms nie van toepassing nie op—
- klerklike werknemers en administratiewe personeel, uitgesonderd terreinmagasynmeesters;
 - universiteitstudente en gegradueerdes in die Bouwetenskap, en op konstruksietoetsinghouers, konstruksie-opmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding;
 - nie-partye ten opsigte van klousule 1 (2) (a).

2. KLOUSULE 14: BESOLDIGING

- In subparagraaf (i) van subklousule 3 (c), vervang die uitdrukking "3c" deur die uitdrukking "3,17c".
- In subparagraaf (ii) van subklousule 3 (c), vervang die uitdrukking "4c" deur die uitdrukking "4,22c".
- In subparagraaf (iii) van subklousule 3 (c), vervang die uitdrukking "6c" deur die uitdrukking "6,33c".
- In subparagraaf (iv) van subklousule 3 (c), vervang die uitdrukking "5c" deur die uitdrukking "5,3c".

3. KLOUSULE 34: UITGAWES VAN DIE RAAD

In subklousule (1), vervang subparagrafe (i) en (ii) deur die volgende:

- 'n Bedrag van R4,60 in Gebied A en 'n bedrag van R4,72 in Gebiede B, C, D en E ten opsigte van elke werknemer deur hom in diens geneem vir wie lone bepaal word in klousule 14 (1) (i), (ii), (iii), (ix) (xi) (a), (b), (c) en (d) van hierdie Ooreenkoms. 'n Werkgewer kan R2,30 in Gebied A en Gebiede B, C, D en E van die loon van elke sodanige werknemer aftrek vir sodanige week.
- 'n Bedrag van R3,10 in Gebied A en R2,86 in Gebiede B, C, D en E ten opsigte van elke werknemer deur hom in diens geneem vir wie lone bepaal word in klousule 14 (1) (iv), (v), (xi) (e) en (f) van hierdie ooreenkoms. 'n Werkgewer is by magte om R1,30 in Gebied A en R1,43 in Gebiede B, C, D en E van die loon van elke sodanige werknemer af te trek vir sodanige week.

4. Vervang Aanhangsels A en B van hierdie Ooreenkoms deur die volgende:

"AANHANGSEL A**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (SUID- EN OOS-KAAP)****KLOUSULE 14 (1): MINIMUM LOONSKALE**

<i>Kategorie werknemer en Gebied</i>		<i>Per uur</i>
		<i>R</i>
(i) Konstruksiewerker vlak A:		
Gebied A		20,53
Gebied B		12,29
Gebied C		10,47
Gebied D		10,56
Gebied E		10,58
(ii) Konstruksiewerker vlak B:		
Gebied A		19,56
Glaswerkers in skrynwerkswinkel		19,21

Kategorie werknemer en Gebied		Per uur R
Gebied B:		
Ambagsmanne Graad A in alle ander ambagte		11,70
Ambagsmanne Graad A in die ambagte skilder- en ruitwerk		10,05
Ambagsmanne in ander ambagte		9,65
Gebied C:		
Ambagsmanne Graad A in alle ambagte		10,00
Ambagsmanne in ander ambagte		8,21
Gebied D:		
Ambagsmanne Graad A in alle ambagte		10,07
Ambagsmanne in ander ambagte		9,10
Gebied E:		
Ambagsmanne Graad A in alle ambagte		10,09
Ambagsmanne in alle ambagte		9,50
(iii) Konstruksiewerker vlak C:		
Gebied A		11,61
Masjienoppassers en saers en drywers van meganiese hanteeruitrusting		10,95
Gebied B		7,35
Masjienoppassers en saers en drywers van meganiese hanteeruitrusting		7,85
Gebied C		5,79
Gebied D		5,94
Masjienoppassers en saers en drywers van meganiese hanteeruitrusting		5,63
Gebied E		5,95
Hyseroperateurs, kraandrywers en drywers		6,86
(iv) Konstruksiewerker vlak D:		
Gebied A		8,76
Gebied B		6,65
Gebied C		4,55
Gebied D		5,12
Gebied E		5,54
(v) Konstruksiewerker vlak E:		
Gebied A		8,09
Gebied B		6,00
Gebied C		4,50
Gebied D		4,53
Gebied E		4,50
(vi) Spesiale kategorie werkenemrs:		
Drywer in besit van Kode 09-lisensie:		
Gebied A		9,99
Gebied B		7,26
Gebied C		4,68
Wagte (per week van ses dae):		
Gebied A		343,16
Gebied B		268,46
Gebied C		230,06

- (vii) Vakleerlinge: Lone soos voorgeskryf kragtens die Wet op Mannekragopleiding, 1981, vir vakleerlinge in die Bounywerheid.
- (viii) Minderjariges in alle ambagte: Lone soos vir vakleerlinge in die Bounywerheid bepaal.
- (ix) Kwekeling-konstruksiewerke: Lone soos bepaal deur die Raad ingevolge klousule 21 van hierdie Ooreenkoms.
- (x) Skoonmakers: 70 persent van die loon bedoel in paragraaf (v) vir konstruksiewerke vlak E.
- (xi) Werknemers betrokke by elektriese installering wat elektriese montering, bedrading en werksaamhede wat daarmee gepaardgaan, insluit.

Gebiede	Per uur				
	A	B	C	D	E
(a) Meester installasie-elektrisiën	21,52	12,87	10,95	11,07	11,10
(b) Installasie-elektrisiën	19,56	11,70	10,13	10,07	10,09
(c) Elektriese toetser vir enkelfase	15,49	9,37	8,11	8,04	8,06
(d) Elektriese ambagsman (ongelisensieerd)	15,49	9,37	8,11	8,04	8,06
(e) Elektriese operateur	11,61	7,07	6,19	5,94	5,95
(f) Elektriese algemene werknemer	8,09	6,00	4,50	4,53	4,50

AANHANGSEL B

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (SUID- EN OOS-KAAP)

KLOUSULE 14 (4): MEDIESE HULPFONDS: TOELAE EN BYDRAE

(a) Toelaes

- (i) Benewens enige ander vergoeding waarop 'n werknemer gemeld in subklousule (1) (i), (ii) en (xi) (a), (b), (c) en (d) geregtig mag wees, moet elke werkgewer aan elke sodanige werknemer in sy diens 'n toelae van 1,09c per uur betaal ten opsigte van alle normale werkure, soos bedoel in klousule 12, wat sodanige werknemer gedurende 'n werk gewerk het; en
- (ii) benewens enige ander vergoeding waarop 'n werknemer geregtig is ooreenkomstig 'n vakleerlingskap-kontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981, moet elke werkgewer aan elke sodanige werknemer 'n toelae van 0,25c per uur betaal vir al die gewone werkure, soos bedoel in klousule 12, wat sodanige werknemer gedurende 'n week gewerk het.

(b) Bydraes:

- (i) Elke werkgewer moet 'n bedrag van R87,20 per week bydra tot die Mediese Hulpfonds vir die Bounywerheid, Oos-Kaap, ten opsigte van elkeen van sy werknemers bedoel in paragraaf (a) (i). 'n Werkgewer is geregtig om die bedrag wat ingevolge paragraaf (a) (i) aan die werknemer betaal is, van die vergoeding van die werknemer ten opsigte van wie die betaling gedoen is, af te trek en;
- (ii) elke werkgewer moet 'n bedrag van R20,00 per week bydra tot die Mediese Hulpfonds van die Bounywerheid, Oos-Kaap, ten opsigte van elke werknemer bedoel in paragraaf (a) (ii). 'n Werkgewer is geregtig om die bedrag wat ingevolge paragraaf (a) (ii) aan die werknemer betaal is, van die vergoeding van die werknemer ten opsigte van wie die betaling gedoen is, af te trek."

Onderteken te Port Elizabeth op hede die 21ste dag van Julie 2000.

B. G. THOMPSON

Electrical Contracting and Allied Industries Association (Eastern Cape)

G. B. STEELE

East Cape Master Builders' and Allied Industries' Association

S. VAN RAYNER

Amalgamated Union of Building Trade Workers of South Africa

E. PLAATJIES

Construction and Allied Workers' Union

(wat die partye is by die Bedingingsraad vir die Bounywerheid [Suid- en Oos-Kaap]), in die teenwoordigheid van V. H. le Roux.

V. H. LE ROUX

Hoofsekretaris

SOUTH AFRICAN REVENUE SERVICE SUID-AFRIKAANSE INKOMSTEDIENS

No. R. 940**22 September 2000**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 2 (No. 2/77)

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

M. MPAHLWA**Deputy Minister of Finance****SCHEDULE**

I Item	II				III Rebate Items	IV Imported from or originating in	V Rate of anti- dumping duty	VI Anno= tations
	Tariff Heading	Code	C. D.	Description				
210.02				By the deletion of code 01.06 to tariff heading No. 4809.20. By the deletion of code 03.06 to tariff heading No. 4809.20. By the deletion of code 01.06 to tariff heading No. 4816.20. By the deletion of code 03.06 to tariff heading No. 4816.20.				

No. R. 940

22 September 2000

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 2 (No. 2/77)

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

M. MPAHLWA

Adjunkminister van Finansies

BYLAE

I Item	II				III Korting= items	IV Ingevoer vanaf of afkomstig van	V Skaal van anti- dumping reg	VI Anno= tasies
	Tarief= pos	Kode	T. S.	Beskrywing				
210.02				Deur kode 01.06 by tariefpos No. 4809.20 te skrap. Deur kode 03.06 by tariefpos No. 4809.20 te skrap. Deur kode 01.06 by tariefpos No. 4816.20 te skrap. Deur kode 03.06 by tariefpos No. 4816.20 te skrap.				

**DEPARTMENT OF TRANSPORT
DEPARTEMENT VAN VERVOER****No. R. 941****22 September 2000****NATIONAL ROAD TRAFFIC ACT, 1996 (ACT NO. 93 OF 1996)****AMENDMENT OF THE NATIONAL ROAD TRAFFIC REGULATIONS**

The Minister of Transport has under section 75 of the National Road Traffic Act, 1996 (Act No. 93 of 1996), made the regulations in the Schedule.

SCHEDULE**Definition**

1. In this Schedule "the Regulations" means the National Road Traffic Regulations published in Government Notice No. R. 225 of 17 March 2000, as amended by Government Notice No. R. 761 of 31 July 2000.

Amendment of regulation 308A of the Regulations

2. Regulation 308A of the Regulations is amended by the substitution in subregulation (3) for paragraph (b) of the following paragraph:

- "(b) the phrases "cellular or mobile telephone or any other communication device" and "cellular or mobile telephone or other communication device", excludes land mobile radio transmission and reception equipment operating in the frequency band 2 megahertz to 500 megahertz that is affixed to the vehicle or is part of the fixture in the vehicle."

Insertion of regulation 343C in the Regulations

3. (1) WHEREAS section 93(1) of the National Road Traffic Act, 1996 (Act No. 93 of 1996), whereby the Road Traffic Act, 1989 (Act No. 29 of 1989) is repealed, came into operation on 1 August 2000;

AND WHEREAS the first named Act does not make provision for a transitional provision concerning a resolution or by-law made, or the establishment of ranks or stands, by local authorities;

AND WHEREAS it is desirable to validate such resolutions, by-laws and establishments retrospectively in terms of section 75(1)(zA) and (2A) of the first named Act:

(2) The Regulations is amended by the insertion after regulation 343B of the following regulation:

"Transitional provision: Validation of things done by local authorities

343C. Any resolution and by-law made, and any establishment of ranks or stands, by a local authority in terms of the Road Traffic Act, 1989 (Act No. 29 of 1989) that would have been valid if the Act did not come into operation, is hereby validated up and until a date determined in any road traffic law that makes provision for such resolution, by-law or establishment of ranks or stands, and shall from that date be dealt with in the manner prescribed in such law."

Short title

4. These regulations are called the Second Amendment of the National Road Traffic Regulations.

No. R. 941

22 September 2000

NASIONALE PADVERKEERSWET, 1996 (WET NO. 93 VAN 1996)

WYSIGING VAN DIE NASIONALE PADVERKEERSREGULASIES

Die Minister van Vervoer het kragtens artikel 75 van die Nasionale Padverkeerswet, 1996 (Wet No. 93 van 1996), die regulasies in die Bylae uitgevaardig.

BYLAE

Omskrywing

1. In hierdie Bylae beteken "die Regulasies" die Nasionale Padverkeersregulasies gepubliseer in Goewermentskennisgewing No. R. 225 van 17 Maart 2000, soos gewysig deur Goewermentskennisgewing No. R. 761 van 31 Julie 2000.

Wysiging van regulasie 308A van die Regulasies

2. Regulasie 308A van die Regulasies word gewysig deur paragraaf (b) van subregulasie (3) deur die volgende paragraaf te vervang:

- "(b) sluit die uitdrukkings "sellulêre of mobiele telefoon of enige ander kommunikasietoestel" en "sellulêre of mobiele telefoon of ander kommunikasietoestel" mobiele landradio versendings- en ontvangstoerusting wat werk in die frekwensie band 2 megahertz tot 500 megahertz, wat vasgeheg is aan die voertuig of deel is van die toerusting van die voertuig, uit."

Invoeging van regulasie 343C in die Regulasies

3. (1) NADEMAAL artikel 93(1) van die Nasionale Padverkeerswet, 1996 (Wet No. 93 van 1996) waardeur die Padverkeerswet, 1989 (Wet No. 29 van 1989) herroep word, in werking getree het op 1 Augustus 2000;

EN NADEMAAL die eersgenoemde Wet nie voorsiening maak vir 'n oorgangsbepaling ten aansien van 'n besluit gemaak of verordening uitgevaardig, of die inruiming van staanplekke of standplase, deur plaaslike owerhede nie;

EN NADEMAAL dit wenslik is om sodanige besluite, verordeninge en inruimings retrospektief te bekragtig ingevolge artikel 75(1)(zA) en (2A) van die eersgenoemde Wet:

(2) Word die regulasies hierby gewysig deur die volgende regulasie na regulasie 343B in te voeg:

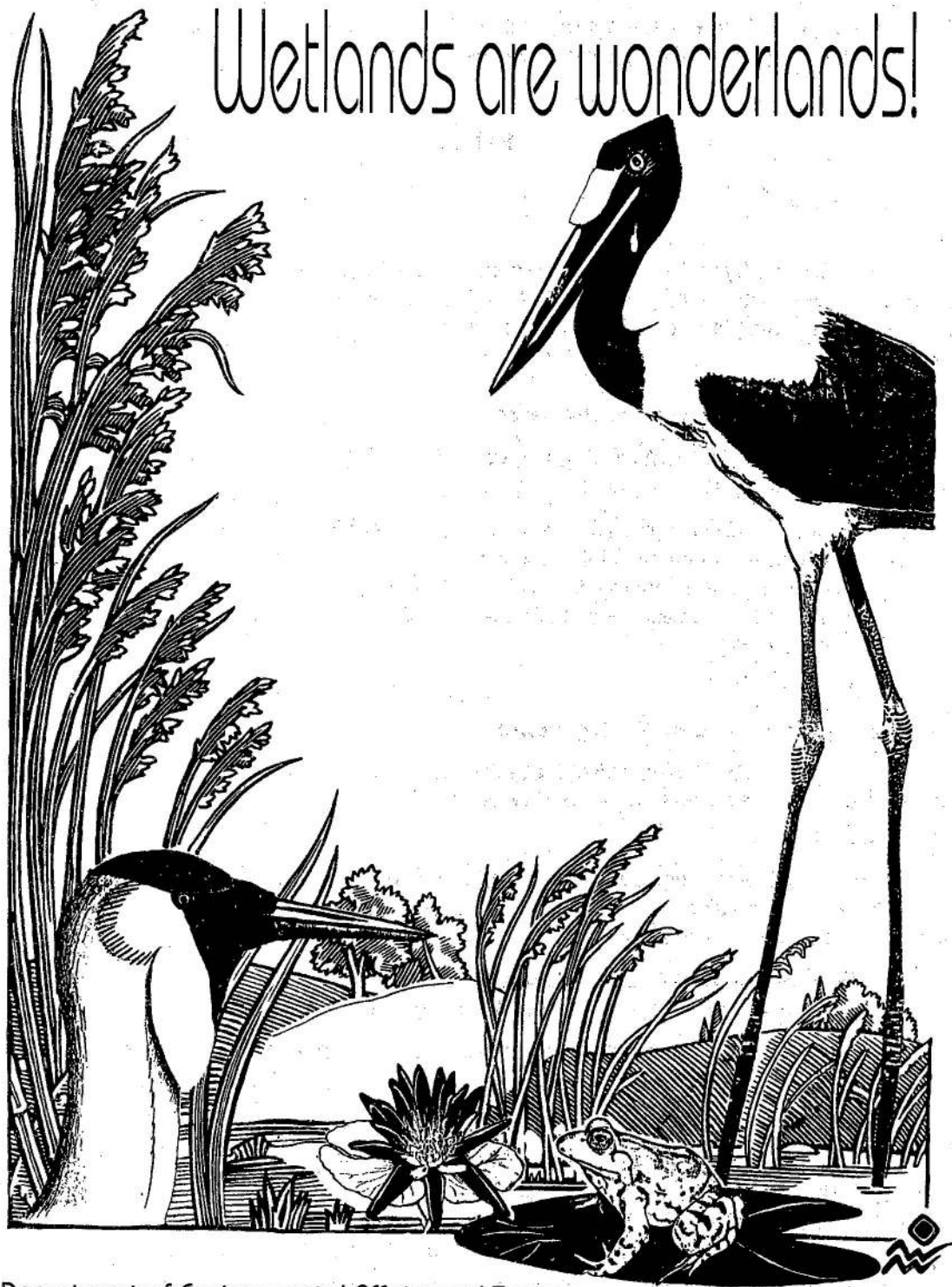
"Oorgangsbepaling: Bekragtiging van dinge gedoen deur plaaslike owerhede

343C. Enige besluit gemaak en verordening uitgevaardig, en enige inruiming van staanplekke of standplase, deur 'n plaaslike owerheid ingevolge die Padverkeerswet, 1989 (Wet No. 29 van 1989), wat geldig sou wees indien die Wet nie in werking getree het nie, word hierby bekragtig tot 'n datum bepaal in 'n padverkeerswet wat voorsiening maak vir sodanige besluit, verordening of inruiming, en vanaf daardie datum word daarmee gehandel op die wyse soos voorgeskryf in sodanige wet."

Kort titel

4. Hierdie regulasies heet die Tweede Wysiging van die Nasionale Padverkeersregulasies.

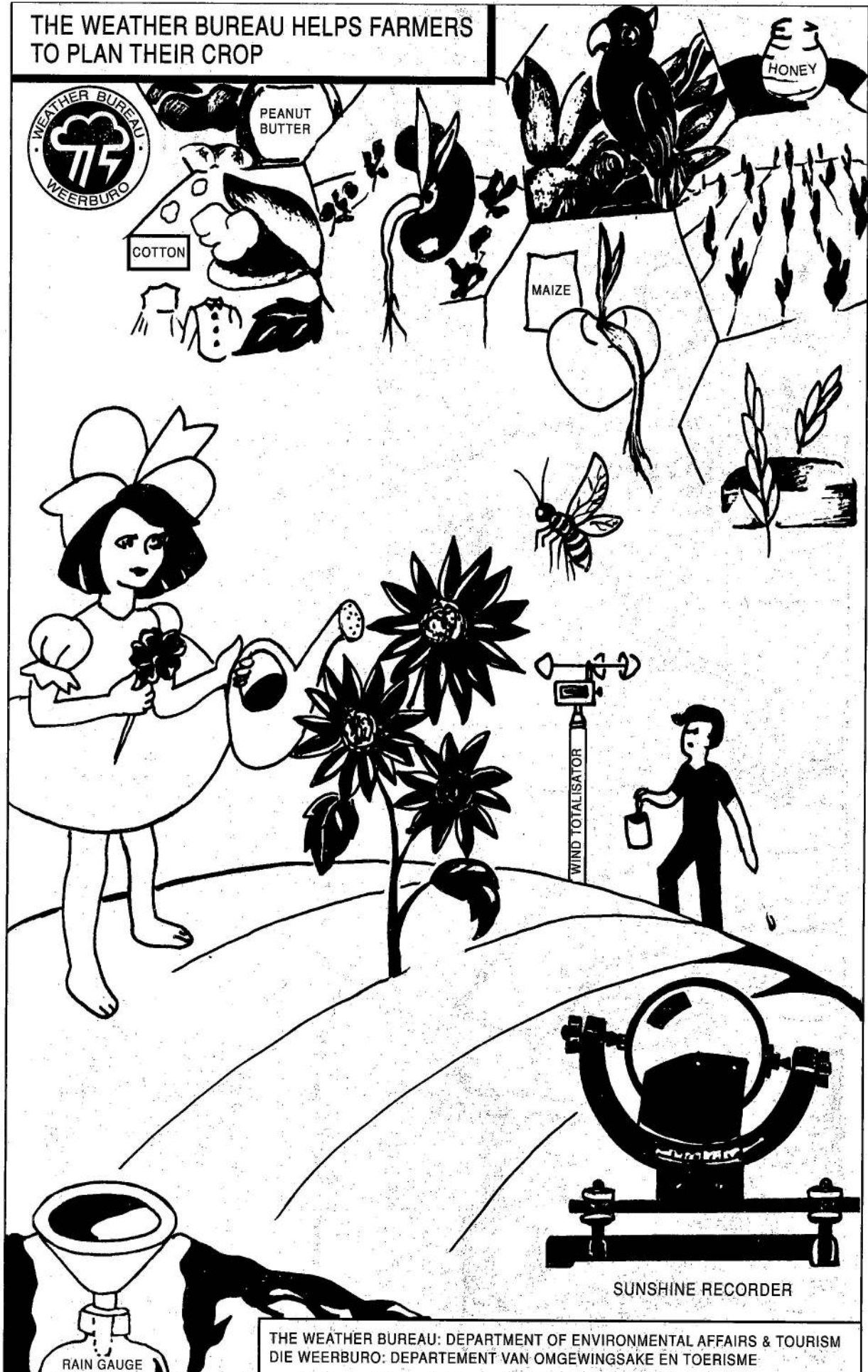
Wetlands are wonderlands!



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