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PROKLAMASIES

van die
Staatspresident
van die Republiek van Suid-Afrika

No. R. 39, 1994

MAATREËLS IN VERBAND MET DIE OMSKAKELING VAN EIE SAKE AANGELEENTHEDE BETREFFENDE DIE AANSTELLING VAN HUWELIKSBEVESTIGERS NA ALGEMENE SAKE

Kragtens artikel 98A van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), en aangesien ek dit in belang van verdere konstitusionele ontwikkeling wenslik ag —

- wysig ek hierby met ingang van 1 April 1994 Bylae 1 by die Grondwet van die Republiek van Suid-Afrika, 1983, deur item 9 te skrap;
- trek ek hierby met ingang van 1 April 1994 my beslissing ingevolge artikel 16 (1) (a), saamgelees met artikel 16 (3), van die Grondwet van die Republiek van Suid-Afrika, 1983, in, dat die aanstelling van huweliksbevestigings soos bedoel in genoemde item 9, 'n eie saak van 'n bevolkingsgroep is en dat die bepalings van artikels 2 (2), 3 en 6 (1) van die Huwelikswet, 1961 (Wet No. 25 van 1961), vir sover die uitvoering daarvan kragtens artikel 26 van die Grondwet van die Republiek van Suid-Afrika, 1983, aan 'n Minister van 'n Staatsdepartement vir eie sake van 'n bevolkingsgroep opgedra is, oor eie sake van daardie bevolkingsgroep handel; en
- dra ek hierby met ingang van 1 April 1994 die uitvoering van artikels 2 (2), 3 en 6 (1) van die Huwelikswet, 1961, op aan die Minister van Binnelandse Sake.

PROCLAMATIONS

by the
State President
of the Republic of South Africa

No. R. 39, 1994

MEASURES IN CONNECTION WITH THE CONVERSION OF OWN AFFAIRS MATTERS RELATING TO THE APPOINTMENT OF MARRIAGE OFFICERS TO GENERAL AFFAIRS

Under section 98A of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), and since I consider it desirable in the interest of further constitutional development, I hereby —

- amend with effect from 1 April 1994 Schedule 1 to the Republic of South Africa Constitution Act, 1983, by the deletion of item 9;
- rescind with effect from 1 April 1994 my decision in terms of section 16 (1) (a), read with section 16 (3), of the Republic of South Africa Constitution Act, 1983, that the appointment of marriage officers, as referred to in the said item 9, is an own affair of a population group and that the provisions of section 2 (2), 3 and 6 (1) of the Marriage Act, 1961 (Act No. 25 of 1961), in so far as the administration thereof has under section 26 of the Republic of South Africa Constitution Act, 1983, been assigned to a Minister of a department of State for own affairs of a population group, deals with own affairs of that population group; and
- assign with effect from 1 April 1994 the administration of sections 2 (2), 3 and 6 (1) of the Marriage Act, 1961, to the Minister of Home Affairs.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Port Elizabeth, op hede die Twee-en-twintigste dag van Maart, Eenduisend Nege-honderd Vier-en-negentig.

F. W. DE KLERK,

Staatspresident.

Op las van die Staatspresident-in-Kabinet:

S. J. DE BEER,

Minister van die Kabinet.

No. R. 40, 1994

MAATREËLS IN VERBAND MET DIE OMSKAKE-LING VAN EIE-SAKE AANGELEENTHEDE BETREF-FENDE MAATSKAPLIKE WELSYN NA ALGEMENE SAKE

Kragtens artikel 98A van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), en aangesien ek dit in belang van verdere konstitusionele ontwikkeling wenslik ag—

- (a) wysig ek hierby met ingang van 1 April 1994 Bylae 1 by die Grondwet van die Republiek van Suid-Afrika, 1983, deur item 1 te skrap;
- (b) trek ek hierby met ingang van 1 April 1994 my beslissings ingevolge artikel 16 (1) (a), saamge-lees met artikel 16 (3), van die Grondwet van die Republiek van Suid-Afrika, 1983, in, dat aange-leenthede betreffende maatskaplike welsyn, soos bedoel in genoemde item 1, eie sake van 'n bevolkingsgroep is en dat die Wette in kolom 1 van Bylae 1 hierby vermeld, vir sover die uit-voering daarvan opgedra is aan of berus by 'n Minister van 'n Staatsdepartement vir eie sake van 'n bevolkingsgroep, oor eie sake van daardie bevolkingsgroep handel;
- (c) dra ek hierby met ingang van 1 April 1994 die uitvoering van die Wette in kolom 1 van Bylae 1 hierby vermeld, in die mate in kolom 2 van daardie Bylae aangedui, op aan die Minister van 'n Staatsdepartement vir algemene sake of die Administrateur van 'n provinsie in kolom 3 van daardie Bylae vermeld;
- (d) verklaar ek hierby dat die bepalinge van Deel IV van die Grondwet van die Republiek van Suid-Afrika, 1983, met ingang van 1 April 1994 nie meer op die wette of bepalinge bedoel in artikel 98 (2) van genoemde Grondwet en waarvan die uitvoering by paragraaf (c) aan 'n administrateur van 'n provinsie opgedra word, van toepassing is nie;
- (e) wysig of pas ek hierby met ingang van 1 April 1994 die Wette in Bylae 2 hierby vermeld aan in die mate in daardie Bylae aangedui;
- (f) herroep ek hierby met ingang van 1 April 1994 die Wette in kolom 1 van Bylae 3 hierby vermeld in die mate in kolom 2 van daardie Bylae aange-dui; en

Given under my Hand and the Seal of the Republic of South Africa at Port Elizabeth this Twenty-Second day of March, One thousand Nine hundred and Ninety-four.

F. W. DE KLERK,

State President.

By Order of the State President-in-Cabinet:

S. J. DE BEER,

Minister of the Cabinet.

No. R. 40, 1994

MEASURES IN CONNECTION WITH THE CONVER-SION OF OWN AFFAIRS MATTERS RELATING TO SOCIAL WELFARE TO GENERAL AFFAIRS

Under section 98A of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), and since I consider it desirable in the interest of further constitu-tional development, I hereby—

- (a) amend with effect from 1 April 1994 Schedule 1 to the Republic of South Africa Constitution Act, 1983, by the deletion of item 1;
- (b) rescind with effect from 1 April 1994 my deci-sions in terms of section 16 (1) (a), read with section 16 (3), of the Republic of South Africa Constitution Act, 1983, that matters relating to social welfare, as referred to in the said item 1, are own affairs of a population group and that the Laws mentioned in column 1 of Schedule 1 hereto, in so far as the administration thereof has been assigned to or vests in a Minister of a department of State for own affairs of a popula-tion group, deal with own affairs of that popula-tion group;
- (c) assign with effect from 1 April 1994 the adminis-tration of the laws mentioned in column 1 of Schedule 1 hereto, to the extent indicated in column 2 of that Schedule, to the Minister of a department of State for general affairs or to the Administrator of a province mentioned in column 3 of that Schedule;
- (d) declare that the provisions of Part IV of the Republic of South Africa Constitution Act, 1983, shall with effect from 1 April 1994 no longer apply to the laws or provisions referred to in section 98 (2) of the said constitution Act the administration of which is being assigned to an Administrator of a province by paragraph (c);
- (e) amend or adapt with effect from 1 April 1994 the Laws mentioned in Schedule 2 hereto to the extent indicated in that Schedule;
- (f) repeal with effect from 1 April 1994 the Laws mentioned in column 1 of Schedule 3 hereto to the extent indicated in column 2 of that Sched-ule; and

(g) bepaal ek hierby dat die Minister of Administrateur bedoel in paragraaf (c), na gelang van die geval, vir alle doeleindes geag word die opvolger-in-regte te wees van die Minister belas met maatskaplike welsyn in die Volksraad, die Raad van Verteenwoordigers of die Raad van Afgevaardigdes en die Departemente van Welsyn, Administrasie: Volksraad, van Welsyn, Administrasie: Raad van Verteenwoordigers en van Welsyn, Administrasie: Raad van Afgevaardigdes, na gelang van die geval, ten opsigte van enige bate, reg, las of verpligting wat onmiddellik voor die inwerkingtreding van hierdie Proklamasie kragtens, ingevolge of uit hoofde van 'n bepaling van 'n Wet by paragraaf (c) opgedra of deur paragraaf (f) hierbo herroep, by genoemde Ministers of departemente, na gelang van die geval, berus het.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Port Elizabeth, op hede die Twee-en-twintigste dag van Maart, Eenduisend Nege-honderd Vier-en-negentig.

F. W. DE KLERK,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

S. J. DE BEER,
Minister van die Kabinet.

(g) determine that the Minister or Administrator referred to in paragraph (c), as the case may be, shall for all purposes be deemed to be the successor in title to the Minister responsible for social welfare in the House of Assembly, the House of Representatives or the House of Delegates and the Departments of Welfare, Administration: House of Assembly, of Welfare, Administration: House of Representatives and of Welfare, Administration: House of Delegates, as the case may be, in respect of any asset, liability, right or obligation which immediately before the coming into operation of this Proclamation vested in the said Ministers or Departments, as the case may be, under, in terms of or by virtue of a provision of a Law assigned by paragraph (c) above or repealed by paragraph (f).

Given under my Hand and the Seal of the Republic of South Africa at Port Elizabeth on this Twenty-Second day of March, One thousand Nine hundred and Ninety-four.

F. W. DE KLERK,
State President.

By Order of the State President-in-Cabinet:

S. J. DE BEER,
Minister of the Cabinet.

BYLAE 1

OPDRAG VAN WETTE

Kolom 1	Kolom 2	Kolom 3
Kort titel, No. en jaar van Wet	In hoeverre opgedra	Minister of Administrateur aan wie opgedra
1. Kinderwet, 1960 (Wet No. 33 van 1960)	1.1 Artikel 89 (1) (c) en 92 (1) (k), met betrekking tot bydraes tot die onderhoud van 'n kind deur sy ouer, stiefouer of voog of van 'n ouer, stiefouer of voog van 'n kind, vir sover genoemde bepalings betrekking het op lede van die Blanke, Kleurling en Indiër bevolkingsgroepe 1.2 Artikel 58 vir sover dit betrekking het op die aanstelling, bevoegdhede en pligte van proefbeamptes vir sover genoemde bepalings betrekking het op lede van die Kleurling en Indiër bevolkingsgroepe	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop. Minister van Nasionale Gesondheid en Welsyn.
2. Wet op Bejaarde Persone, 1967 (Wet No. 81 van 1967)	Die geheel, met die uitsondering van artikels 5, 6, 7, 14, 15, 16 en 19, vir sover die bepalings daarvan betrekking het op lede van die Blanke, Kleurling en Indiër bevolkingsgroepe	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.
3. Wet op Oudstryderspensioen, 1968 (Wet No. 25 van 1968)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Kleurling bevolkingsgroep	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.
4. Wet op Blindes, 1968 (Wet No. 26 van 1968)	Die geheel, met die uitsondering van artikel 17 (1) (c) en (k) vir sover die bepalings daarvan betrekking het op lede van die Blanke, Kleurling en Indiër bevolkingsgroepe	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.

Kolom 1	Kolom 2	Kolom 3
Kort titel, No. en jaar van Wet	In hoeverre opgedra	Minister of Administrateur aan wie opgedra
5. Wet op Ongeskiktheidstoelaes, 1968 (Wet No. 27 van 1968)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Kleurling bevolkingsgroep	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.
6. Wet op Maatskaplike Pensioene, 1973 (Wet No. 37 van 1973)	Die geheel, met die uitsondering van die bevoegdheid van die Minister van Finansies kragtens artikel 17, vir sover die bepalings daarvan betrekking het op lede van die Blanke en Indiër bevolkingsgroepe	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.
7. Nasionale Welsynswet, 1978 (Wet No. 100 van 1978)	7.1 Die geheel, met die uitsondering van Hoofstuk 1, vir sover die bepalings daarvan betrekking het op lede van die Blanke en Indiër bevolkingsgroepe 7.2 Die geheel, met die uitsondering van Hoofstuk 1, vir sover die Gemeenskapswelsynswet (Raad van Verteenwoordigers), 1987 (Wet No. 104 van 1987), toepassing vind en verder vir sover die bepalings daarvan betrekking het op lede van die Kleurling bevolkingsgroep	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.
8. Wet op Proefdienste (Volksraad), 1986 (Wet No. 98 van 1986)	Die geheel.....	Minister van Nasionale Gesondheid en Welsyn.
9. Gemeenskapswelsynswet (Raad van Verteenwoordigers), 1987 (Wet No. 104 van 1987)	Die geheel.....	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.

SCHEDULE 1 ASSIGNMENT OF LAWS

Column 1	Column 2	Column 3
Short title, No. and year of Law	Extent of assignment	Minister or Administrator to whom assigned
1. Children's Act, 1960 (Act No. 33 of 1960)	1.1 Section 89 (1) (c) and 92 (1) (k) in relation to contributions towards the maintenance of any child by his parent, step-parent or guardian or of a parent, step-parent or guardian of any child, to the extent that the said provisions relate to members of the White, Coloured and Indian population groups 1.2 Section 58 to the extent that it relates to the appointment, powers and duties of probation officers and to the extent that the said provision relates to members of the Coloured and Indian population groups	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope. Minister of National Health and Welfare.
2. Aged Persons Act, 1967 (Act No. 81 of 1967)	The whole, excluding sections 5, 6, 7, 14, 15, 16 and 19, to the extent that the said provisions relate to members of the White, Coloured and Indian population groups	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.
3. War Veterans' Pensions Act, 1968 (Act No. 25 of 1968)	The whole, to the extent that the provisions thereof relate to members of the Coloured population group	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.
4. Blind Persons Act, 1968 (Act No. 26 of 1968)	The whole, excluding section 17 (1) (c) and (k) to the extent that the provisions thereof relate to members of the White, Coloured and Indian population groups	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.

Column 1	Column 2	Column 3
Short title, No. and year of Law	Extent of assignment	Minister or Administrator to whom assigned
5. Disability Grants Act, 1968 (Act No. 27 of 1968)	The whole, to the extent that the provisions thereof relate to members of the Coloured population group	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.
6. Social Pensions Act, 1973 (Act No. 37 of 1973)	The whole, excluding the power of the Minister of Finance under section 17, to the extent that the provisions thereof relate to members of the White and Indian population groups	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.
7. National Welfare Act, 1978 (Act No. 100 of 1978)	7.1 The whole, excluding Chapter 1, to the extent to which the provisions thereof relate to members of the White and Indian population groups 7.2 The whole, excluding Chapter 1, to the extent to which the Community Welfare Act (House of Representatives), 1987 (Act No. 104 of 1987), is applicable and further to the extent to which the provisions thereof relate to members of the Coloured population group	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.
8. Probation Services Act (House of Assembly), 1986 (Act No. 98 of 1986)	The whole	Minister of National Health and Welfare.
9. Community Welfare Act (House of Representatives), 1987 (Act No. 104 of 1987)	The whole	Administrators of the provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.

BYLAE 2**WYSIGING VAN WETTE**

1. Die Wet op Bejaarde Persone, 1967 (Wet No. 81 van 1967), word hierby gewysig—

- (a) deur in subartikel (1) van artikel 1 voor die omskrywing van "distrikspensioenbeampte" die volgende omskrywing in te voeg:

" 'Direkteur-generaal' die Direkteur-generaal: Nasionale Gesondheid en Bevolkingsontwikkeling;";

- (b) deur in subartikel (1) van artikel 1 die omskrywing van "Minister" deur die volgende omskrywing te vervang:

" 'Minister' die Minister van Nasionale Gesondheid en Welsyn;";

- (c) deur in subartikel (1) van artikel 1 die omskrywing van "Sekretaris" te skrap;

- (d) deur artikel 21 te herroep; en

- (e) deur die woord "Sekretaris", oral waar dit voorkom, deur die woorde "Direkteur-generaal" te vervang.

2. Die Wet op Oudstryderspensioene, 1968 (Wet No. 25 van 1968), word hierby gewysig deur artikel 16 te herroep.

3. Die Wet op Blindes, 1968 (Wet No. 26 van 1968), word hierby gewysig—

- (a) deur in artikel 1 voor die omskrywing van "distrikspensioenbeampte" die volgende omskrywing in te voeg:

" 'Direkteur-generaal' die Direkteur-generaal: Nasionale Gesondheid en Bevolkingsontwikkeling;";

SCHEDULE 2**AMENDMENT OF LAWS**

1. The Aged Persons Act, 1967 (Act No. 81 of 1967), is hereby amended—

- (a) by the insertion in subsection (1) of section 1 before the definition of "district pension officer" of the following definition:

" 'Director-General' means the Director-General: National Health and Population Development;";

- (b) by the substitution in subsection (1) of section 1 for the definition of "Minister" of the following definition:

" 'Minister' means the Minister of National Health and Welfare;";

- (c) by the deletion in subsection (1) of section 1 of the definition of "Secretary";

- (d) by the repeal of section 21; and

- (e) by the substitution for the word "Secretary" wherever it occurs of the words "Director-General".

2. The War Veterans' Pensions Act, 1968 (Act No. 25 of 1968), is hereby amended by the repeal of section 16.

3. The Blind Persons Act, 1968 (Act No. 26 of 1968), is hereby amended—

- (a) by the insertion in section 1 before the definition of "district pension officer" of the following definition:

" 'Director-General' means the Director-General: National Health and Population Development;";

- (b) deur in artikel 1 die omskrywing van "Minister" deur die volgende omskrywing te vervang:
 " 'Minister' die Minister van Nasionale Gesondheid en Welsyn;";
- (c) deur in artikel 1 die omskrywing van "Sekretaris" te skrap;
- (d) deur artikel 18 te herroep; en
- (e) deur die woord "Sekretaris", oral waar dit voorkom, deur die woorde "Direkteur-generaal" te vervang.
4. Die Wet op Ongeskiktheidstoelaes, 1968 (Wet No. 27 van 1968), word hierby gewysig deur artikel 16 te herroep.
5. Die Wet op Maatskaplike Pensioene, 1973 (Wet No. 37 van 1973), word hierby gewysig deur artikel 18 te herroep.
6. Die Nasionale Welsynswet, 1978 (Wet No. 100 van 1978), word hierby gewysig deur artikel 22 te herroep.

- (b) by the substitution in section 1 for the definition of "Minister" of the following definition:
 " 'Minister' means the Minister of National Health and Welfare;";
- (c) by the deletion in section 1 of the definition of "Secretary";
- (d) by the repeal of section 18; and
- (e) by the substitution for the word "Secretary" wherever it occurs of the words "Director-General".
4. The Disability Grants Act, 1968 (Act No. 27 of 1968), is hereby amended by the repeal of section 16.
5. The Social Pensions Act, 1973 (Act No. 37 of 1973), is hereby amended by the repeal of section 18.
6. The National Welfare Act, 1978 (Act No. 100 of 1978), is hereby amended by the repeal of section 22.

BYLAE 3**HERROEPING VAN WETTE**

Kolom 1	Kolom 2
Kort titel, No. en jaar van Wet	In hoeverre herroep
1. Nasionale Welsynswysigingswet (Raad van Verteenwoordigers), 1986 (Wet No. 18 van 1986)	Die geheel.

**SCHEDULE 3
REPEAL OF LAWS**

Column 1	Column 2
Short title, No. and year of Law	Extent of repeal
1. The National Welfare Amendment Act (House of Representatives), 1986 (Act No. 18 of 1986)	The whole.

No. R. 41 1994**MAATREËLS IN VERBAND MET DIE OMSKAKELING VAN EIE-SAKE AANGELEENTHEDE BETREFFENDE GEMEENSKAPSONTWIKKELING NA ALGEMENE SAKE**

Kragtens artikel 98A van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), en aangesien ek dit in belang van verdere konstitusionele ontwikkeling wenslik ag—

- (a) wysig ek hierby met ingang van 1 April 1994 Bylae 1 by die Grondwet van die Republiek van Suid-Afrika, 1983, deur item 5 te skrap;
- (b) trek ek hierby met ingang van 1 April 1994 my beslissings ingevolge artikel 16 (1) (a), saamgelees met artikel 16 (3), van die Grondwet van die Republiek van Suid-Afrika, 1983, in, dat aangeleenthede betreffende gemeenskapsontwikkeling, soos bedoel in genoemde item 5, eie sake van 'n bevolkingsgroep is en dat die Wette in kolom 1 van Bylae 1 hierby vermeld vir sover die uitvoering daarvan opgedra is aan of berus by 'n Minister van 'n Staatsdepartement vir eie sake van 'n bevolkingsgroep, oor eie sake van daardie bevolkingsgroep handel;

No. R. 41 1994**MEASURES IN CONNECTION WITH THE CONVERSION OF OWN AFFAIRS MATTERS RELATING TO COMMUNITY DEVELOPMENT TO GENERAL AFFAIRS**

Under section 98A of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), and since I consider it desirable in the interest of further constitutional development, I hereby—

- (a) amend with effect from 1 April 1994 Schedule 1 to the Republic of South Africa Act, 1983, by the deletion of item 5;
- (b) rescind with effect from 1 April 1994 my decisions in terms of section 16 (1) (a), read with section 16 (3), of the Republic of South Africa Constitution Act, 1983, that matters relating to community development, as referred to in the said item 5, are own affairs of a population group and that the Laws mentioned in column 1 of Schedule 1 hereto, in so far as the administration thereof has been assigned to or vests in a Minister of a department of State for own affairs of a population group, deals with own affairs of that population group;

(c) dra ek hierby met ingang van 1 April 1994 die uitvoering van die Wette in kolom 1 van Bylae 1 hierby vermeld in die mate in kolom 2 van daardie Bylae aangedui, op aan die Minister van 'n Staatsdepartement vir algemene sake of die Administrateur van 'n provinsie in kolom 3 van daardie Bylae vermeld;

(d) verklaar ek hierby dat die bepalings van Deel IV van die Grondwet van die Republiek van Suid-Afrika, 1983, met ingang van 1 April 1994 nie meer op die wette of bepalings bedoel in artikel 98 (2) van genoemde Grondwet en waarvan die uitvoering by paragraaf (c) aan 'n administrateur van 'n provinsie opgedra word, van toepassing is nie;

(e) wysig of pas ek hierby met ingang van 1 April 1994 die Wette in Bylae 2 hierby vermeld aan in die mate in daardie Bylae aangedui;

(f) bepaal ek hierby dat die Minister of Administrateur bedoel in paragraaf (c), na gelang van die geval, vir alle doeleindes geag word die opvolger-in-regte te wees van die Minister belas met gemeenskapsontwikkeling in die Volksraad, die Raad van Verteenwoordigers of die Raad van Afgevaardigdes en die Departemente van Behuising en Werke, Administrasie: Volksraad, van Behuising, Administrasie: Raad van Verteenwoordigers en van Behuising, Administrasie: Raad van Afgevaardigdes, na gelang van die geval, ten opsigte van enige bate, las, reg of verpligting wat onmiddellik voor die inwerkingtreding van hierdie Proklamasie kragtens, ingevolge of uit hoofde van 'n bepaling van 'n Wet by paragraaf (c) opgedra, by genoemde Ministers of Departemente, na gelang van die geval, berus het.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Port Elizabeth, op hede die Twee-en-twintigste dag van Maart, Eenduisend Nege-honderd Vier-en-negentig.

F. W. DE KLERK,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

S. J. DE BEER,
Minister van die Kabinet.

(c) assign with effect from 1 April 1994 the administration of the Laws mentioned in column 1 of Schedule 1 hereto, to the extent indicated in column 2 of that Schedule, to the Minister of a department of State for general affairs or the Administrator of a province mentioned in column 3 of that Schedule;

(d) declare that the provisions of Part IV of the Republic of South Africa Constitution Act, 1983, shall with effect from 1 April 1994 no longer apply to the laws or provisions referred to in section 98 (2) of the said Constitution Act the administration of which is being assigned to an administrator of a province by paragraph (c).

(e) amend or adapt with effect from 1 April 1994 the Laws mentioned in Schedule 2 hereto to the extent indicated in that Schedule;

(f) determine that the Minister or Administrator referred to in paragraph (c), as the case may be, shall for all purposes be deemed to be the successor in title to the Minister responsible for community development in the House of Assembly, the House of Representatives or the House of Delegates and the Departments of Housing and Works, Administration: House of Assembly, of Housing, Administration: House of Representatives and of Housing, Administration: House of Delegates, as the case may be, in respect of any asset, liability, right or obligation which immediately before the coming into operation of this Proclamation vested in the said Ministers or Departments, as the case may be, under, in terms of or by virtue of a provision of a Law assigned by paragraph (c).

Given under my Hand and the Seal of the Republic of South Africa at Port Elizabeth, on this Twenty-second day of March One thousand Nine hundred and Ninety-four.

F. W. DE KLERK,
State President.

By Order of the State President-in-Cabinet.

S. J. DE BEER,
Minister of the Cabinet.

BYLAE 1 OPDRAG VAN WETTE

Kolom 1	Kolom 2	Kolom 3
Kort titel, No. en jaar van Wet	In hoeverre opgedra	Minister of Administrateur aan wie opgedra
1. Ebenezer (Van Rhynsdorp) Ruil van Grond Wet, 1925 (Wet No. 14 van 1925)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Kleurling bevolkingsgroep	Administrateur van die provinsie die Kaap die Goeie Hoop.
2. Wet op die Voorkoming van Onregmatige Plakkery, 1951 (Wet No. 52 van 1951)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Blanke, Kleurling en Indiër bevolkingsgroepe	Administrateurs van die provinsies Transvaal, Natal, Oranje-Vrystaat en die Kaap die Goeie Hoop.

Kolom 1	Kolom 2	Kolom 3
Kort titel, No. en jaar van Wet	In hoeverre opgedra	Minister of Administrateur aan wie opgedra
3. Wet op die Beskikking oor Staatsgrond, 1961 (Wet No. 48 van 1961)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Blanke, Kleurling en Indiër bevolkingsgroepe	Minister van Openbare Werke.
4. Wet op die Opheffing van Beperkings, 1967 (Wet No. 84 van 1967)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Blanke, Kleurling en Indiër bevolkingsgroepe	Minister van Streek- en Grondsake.
5. Wet op die Ontwikkeling van Kerkplein, Pretoria, 1972 (Wet No. 53 van 1972)	Die geheel.....	Administrateur van die provinsie Transvaal.
6. Wet op Staatsdorpe, 1973 (Wet No. 44 van 1973)	Die geheel.....	Minister van Nasionale Behuising.
7. Onteëningswet, 1975 (Wet No. 63 van 1975)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Blanke, Kleurling en Indiër bevolkingsgroepe	Minister van Openbare Werke.
8. Wet op Huurbeheer, 1976 (Wet No. 80 van 1976)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Blanke bevolkingsgroep	Minister van Nasionale Behuising.
9. Konsolidasiewet op Finansiële en Finansiële Reëlinswette, 1977 (Wet No. 11 van 1977)	Artikel 23, vir sover dit betrekking het op lede van die Blanke bevolkingsgroep	Minister van Landbou.
10. Slumswet, 1979 (Wet No. 76 van 1979)	Die geheel, vir sover die bepalings daarvan betrekking het op lede van die Kleurling en Indiër bevolkingsgroepe	Minister van Nasionale Behuising.
11. Wet op Ontwikkeling en Behuising (Volksraad), 1985 (Wet No. 103 van 1985)	Die geheel.....	Minister van Nasionale Behuising.
12. Behuisingwet (Raad van Verteenwoordigers), 1987 (Wet No. 2 van 1987)	Die geheel.....	Minister van Nasionale Behuising.
13. Ontwikkelingswet (Raad van Verteenwoordigers), 1987 (Wet No. 3 van 1987)	Die geheel.....	Minister van Nasionale Behuising.
14. Wet op Behuisingontwikkeling (Raad van Afgevaardigdes), 1987 (Wet No. 4 van 1987)	Die geheel.....	Minister van Nasionale Behuising.
15. Wet op Landelike Gebiede (Raad van Verteenwoordigers), 1987 (Wet No. 9 van 1987)	Die geheel.....	Administrateurs van die provinsies die Kaap die Goeie Hoop en Oranje-Vrystaat.
16. Wet op die Landelike Gebied Mier (Raad van Verteenwoordigers), 1990 (Wet No. 90 van 1990)	Die geheel.....	Administrateur van die provinsie die Kaap die Goeie Hoop.

SCHEDULE 1 ASSIGNMENT OF LAWS

Column 1	Column 2	Column 3
Short title, No. and year of Law	Extent of assignment	Minister or Administrator to whom assigned
1. Ebenezer (Van Rhynsdorp) Exchange of Land Act, 1925 (Act No. 14 of 1925)	The whole, to the extent that the provisions thereof relate to members of the Coloured population group	Administrator of the Province of the Cape of Good Hope.
2. Prevention of Illegal Squatting Act, 1951 (Act No. 52 of 1951)	The whole, to the extent that the provisions thereof relate to members of the White, Coloured and Indian population groups	Administrators of the Provinces of the Transvaal, Natal, Orange Free State and the Cape of Good Hope.
3. State Land Disposal Act, 1961 (Act No. 48 of 1961)	The whole, to the extent that the provisions thereof relate to members of the White, Coloured and Indian population groups	Minister of Public Works.

Column 1	Column 2	Column 3
Short title, No. and year of Law	Extent of assignment	Minister or Administrator to whom assigned
4. Removal of Restrictions Act, 1967 (Act No. 84 of 1967)	The whole, to the extent that the provisions thereof relate to members of the White, Coloured and Indian population groups	Minister of Regional and Land Affairs.
5. Church Square, Pretoria, Development Act, 1972 (Act No. 53 of 1972)	The whole	Administrator of the Province of the Transvaal.
6. Government Villages Act, 1973 (Act No. 44 of 1973)	The whole	Minister of National Housing.
7. Expropriation Act, 1975 (Act No. 63 of 1975)	The whole, to the extent that the provisions thereof relate to members of the White, Coloured and Indian population groups	Minister of Public Works.
8. Rent Control Act, 1976 (Act No. 80 of 1976)	The whole, to the extent that the provisions thereof relate to members of the White population group	Minister of National Housing.
9. Finance and Financial Adjustments Acts Consolidation Act, 1977 (Act No. 11 of 1977)	Section 23, to the extent that it relates to members of the White population group	Minister of Agriculture.
10. Slums Act, 1979 (Act No. 76 of 1979)	The whole, to the extent that the provisions thereof relate to members of the Coloured and Indian population groups	Minister of National Housing.
11. Development and Housing Act (House of Assembly), 1985 (Act No. 103 of 1985)	The whole	Minister of National Housing.
12. Housing Act (House of Representatives), 1987 (Act No. 2 of 1987)	The whole	Minister of National Housing.
13. Development Act (House of Representatives), 1987 (Act No. 3 of 1987)	The whole	Minister of National Housing.
14. Housing Development Act (House of Delegates), 1987 (Act No. 4 of 1987)	The whole	Minister of National Housing.
15. Rural Areas Act (House of Representatives), 1987 (Act No. 9 of 1987)	The whole	Administrators of the Provinces of the Cape of Good Hope and Orange Free State.
16. Mier Rural Area Act (House of Representatives), 1990 (Act No. 90 of 1990)	The whole	Administrator of the Province of the Cape of Good Hope.

ALGEMENE VERDUIDELIKENDE NOTA:

[] Woorde in vet druk tussen vierkantige hake dui skappings uit bestaande verordeninge aan.

— Woorde met 'n volstreep daaronder, dui invoegings in bestaande verordeninge aan.

BYLAE 2**WYSIGING VAN WETTE**

1. Die Wet op Beskikking oor Staatsgrond, 1961 (Wet No. 48 van 1961); word hierby gewysig deur in artikel 1 die omskrywing van "Minister" deur die volgende omskrywing te vervang:

" 'Minister' die Minister van Openbare Werke maar met betrekking tot 'n bepaling van hierdie Wet wat van toepassing is op, of in verband met—

- (a) grond bedoel in paragraaf 13 van Bylae 1 by die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), die lid van die Ministersraad aan wie die administrasie van grondsake van die betrokke bevolkingsgroepe opgedra is

GENERAL EXPLANATORY NOTE:

[] Words in bold type in square brackets indicate omissions from existing enactments.

— Words underlined with a solid line indicate insertions in existing enactments.

SCHEDULE 2**AMENDMENT OF LAWS**

1. The State Land Disposal Act, 1961 (Act No. 48 of 1961), is hereby amended by the substitution in section 1 for the definition of "Minister" of the following definition:

" 'Minister' means the Minister of Public Works, but in relation to a provision of this Act which applies to, or is connected with—

- (a) any land referred to in paragraph 13 of Schedule 1 to the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), means the member of the Ministers' Council to whom the administration of land affairs of the population group in question has been assigned;

(b) grond wat ingevolge paragraaf 1 (e) van Proklamasie No. R. 28 van 1992 aan die Minister van Streek- en Grondsake oorge- dra of na 1 April 1992 op sy naam geregi- streer is, laasgenoemde Minister;”.

2. Die Onteieningswet, 1975 (Wet No. 63 van 1975), word hierby gewysig deur in artikel 1 die omskrywing van “Minister” deur die volgende omskrywing te ver- vang:

“ ‘Minister’ [’n minister verantwoordelik vir die administrasie van werke en grondsake] die Minister van Openbare Werke en, behalwe by die toepassing van artikel 3, ook ’n uitvoerende komi- tee;”.

No. R. 42, 1994

MAATREËLS IN VERBAND MET DIE OMSKAKE- LING VAN EIE SAKE AANGELEENTHEDE BETREF- FENDE ONDERWYS EN KULTUUR NA ALGEMENE SAKE

Kragtens artikel 98A van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), en aangesien ek dit in belang van verdere konstitusionele ontwikkeling wenslik ag—

- (a) wysig ek hierby met ingang van 1 April 1994 Bylae 1 by die Grondwet van die Republiek van Suid-Afrika, 1983, deur items 2 en 3 te skrap;
- (b) trek ek hierby met ingang van 1 April 1994 my beslissings ingevolge artikel 16 (1) (a), saamge- lees met artikel 16 (3), van die Grondwet van die Republiek van Suid-Afrika, 1983, in, dat aange- leenthede betreffende onderwys en kultuur, soos bedoel in genoemde items 2 en 3, eie sake van ’n bevolkingsgroep is en dat die Wette in kolom 1 van Bylae 1 hierby vermeld, vir sover die uitvoering daarvan opgedra is of berus by ’n Minister van ’n Staatsdepartement vir eie sake van ’n bevolkingsgroep, oor eie sake van daar- die bevolkingsgroep handel;
- (c) dra ek hierby met ingang van 1 April 1994 die uitvoering van die Wette in kolom 1 van Bylae 1 hierby vermeld, in die mate in kolom 2 van daar- die Bylae aangedui, op aan die Minister van ’n Staatsdepartement vir algemene sake in kolom 3 van daardie Bylae vermeld;
- (d) bepaal ek hierby dat die Minister bedoel in para- graaf (c), vir alle doeleindes geag word die opvolger-in-regte te wees van die Minister belas met onderwys en kultuur in die Volksraad, die Raad van Verteenwoordigers of die Raad van Afgevaardigdes en die Departemente van Onderwys en Kultuur, Administrasie: Volksraad, van Onderwys en Kultuur, Administrasie: Raad van Verteenwoordigers en van Onderwys en Kultuur, Administrasie: Raad van Afgevaar- digdes, na gelang van die geval, ten opsigte van enige bate, las, reg of verpligting wat onmiddellik voor die inwerkingtreding van hierdie Prokla- masie kragtens, ingevolge of uit hoofde van ’n bepaling van ’n Wet by paragraaf (c) opgedra, by genoemde Ministers of Departemente, na gelang van die geval, berus het.

(b) any land transferred to the Minister of Regional and Land Affairs in terms of para- graph 1 (e) of Proclamation No. R. 28 of 31 March 1992 or registered after 1 April 1992 in his name, means the latter Minister;”.

2. The Expropriation Act, 1975 (Act No. 63 of 1975), is hereby amended by the substitution in section 1 for the definition of “Minister” of the following definition:

“ ‘Minister’ [a minister responsible for the administration of works and land affairs] the Minister of Public Works and, except for the pur- poses of section 3, includes an executive commit- tee;”.

No. R. 42, 1994

MEASURES IN CONNECTION WITH THE CONVER- SION OF OWN AFFAIRS MATTERS RELATING TO EDUCATION AND CULTURE TO GENERAL AFFAIRS

Under section 98A of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), and since I consider it desirable in the interest of further constitu- tional development, I hereby—

- (a) amend with effect from 1 April 1994 Schedule 1 to the Republic of South Africa Constitution Act, 1983, by the deletion of items 2 and 3;
- (b) rescind with effect from 1 April 1994 my deci- sions in terms of section 16 (1) (a), read with section 16 (3), of the Republic of South Africa Constitution Act, 1983, that matters relating to education and culture, as referred to in the said items 2 and 3, are own affairs of a population group and that the Laws mentioned in column 1 of Schedule 1 hereto, in so far as the adminis- tration thereof has been assigned to or vests in a Minister of a department of State for own affairs of a population group, deals with own affairs of that population group;
- (c) assign with effect from 1 April 1994 the adminis- tration of the Laws mentioned in column 1 of Schedule 1 hereto, to the extent indicated in column 2 of that Schedule, to the Minister of a department of State for general affairs men- tioned in column 3 of that Schedule;
- (d) determine that the Minister referred to in para- graph (c), shall for all purposes be deemed to be the successor in title to the Minister responsible for education and culture in the House of Assembly, the House of Representatives or the House of Delegates and the Departments of Education and Culture, Administration: House of Assembly, of Education and Culture, Adminis- tration: House of Representatives and of Edu- cation and Culture, Administration: House of Delegates, as the case may be, in respect of any asset, liability, right or obligation which immediately before the coming into operation of this Proclamation vested in the said Ministers or Departments, as the case may be, under, in terms of or by virtue of a provision of a Law assigned by paragraph (c).

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Port Elizabeth, op hede die Twee-en-twintigste dag van Maart Eenduisend Nege-honderd Vier-en-negentig.

F. W. DE KLERK,

Staatspresident.

Op las van die Staatspresident-in-Kabinet:

S. J. DE BEER,

Minister van die Kabinet.

Given under my Hand and the Seal of the Republic of South Africa at Port Elizabeth this Twenty-second day of March, One thousand Nine hundred and Ninety-four.

F. W. DE KLERK,

State President.

By Order of the State President-in-Cabinet:

S. J. DE BEER,

Minister of the Cabinet.

BYLAE 1

OPDRAG VAN WETTE

Kolom 1	Kolom 2	Kolom 3
Kort titel, No. en jaar van Wet	In hoeverre opgedra	Minister aan wie opgedra
1. Die Private Wet op Rhodes-Universiteit, 1949 (Wet No. 15 van 1949)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
2. Die Private Wet op die Universiteit van die Oranje-Vrystaat, 1949 (Wet No. 21 van 1949)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
3. Onderwysordonnansie, 1953 (Ordonnansie No. 29 van 1953) (Transvaal)	Vir sover die bepalings daarvan betrekking het op die oprigting, instandhouding, bestuur en beheer van opleidingskolleges vir onderwysers	Minister van Onderwys en Kultuur (ex Volksraad).
4. Die Wet op Universiteite, 1955 (Wet No. 61 van 1955)	Artikels 9, 11, 12 (1), 12 (2), 13, 14, 17, 20, 21, 22, 23, 24, 25, 26, 27 en 28	Minister van Onderwys en Kultuur (ex Volksraad).
5. Onderwysordonnansie, 1956 (Ordonnansie No. 20 van 1956) (Kaap)	Vir sover die bepalings daarvan betrekking het op die stigting en instandhouding van opleidingskolleges vir die opleiding van Blanke studente onderwysers	Minister van Onderwys en Kultuur (ex Volksraad).
6. Die Private Wet op die Universiteit van die Witwatersrand, Johannesburg, 1959 (Wet No. 15 van 1959)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
7. Die Wet op die Universiteit van Suid-Afrika, 1959 (Wet No. 19 van 1959)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
8. Die Wet op die Universiteit van Kaapstad, 1959 (Wet No. 38 van 1959)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
9. Die Private Wet op die Universiteit van Natal, 1960 (Wet No. 7 van 1960)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
10. Die Wet op Onderwys vir Kleurlinge, 1963 (Wet No. 47 van 1963)	Die geheel.....	Minister van Onderwys en Kultuur (ex Raad van Verteenwoordigers).
11. Die Wet op die Oranje-Vrystaatse Studiebeursfonds, 1963 (Wet No. 82 van 1963)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
12. Die Wet op die Universiteit van Port Elizabeth, 1964 (Wet No. 1 van 1964)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
13. Die Wet op Korrespondensie Kolleges, 1965 (Wet No. 59 van 1965)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
14. Die Wet op Onderwys vir Indiërs, 1965 (Wet No. 61 van 1965)	Die geheel.....	Minister van Onderwys en Kultuur (ex Raad van Afgevaardigdes).
15. Die Wet op die Randse Afrikaanse Universiteit, 1966 (Wet No. 51 van 1966)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).

Kolom 1	Kolom 2	Kolom 3
Kort titel, No. en jaar van Wet	In hoeverre opgedra	Minister aan wie opgedra
16. Die Wet op die Onderwysbeleid, 1967 (Wet No. 39 van 1967)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
17. Die Wet op Teknikons, 1967 (Wet No. 40 van 1967)	Die geheel met die uitsondering van artikels 28, 28A en 28C	Minister van Onderwys en Kultuur (ex Volksraad).
18. Die Wet op Onderwysdienste, 1967 (Wet No. 41 van 1967)	Artikel 13, asook artikel 15 vir sover dit betrekking het op private kolleges	Minister van Onderwys en Kultuur (ex Volksraad).
19. Die Wet op Gevorderde Tegnieese Onderwys vir Indiërs, 1968 (Wet No. 12 van 1968)	Die geheel.....	Minister van Onderwys en Kultuur (ex Raad van Afgevaardigdes).
20. Natalse Onderwysordonnansie, 1969 (Ordonnansie No. 46 van 1969)	Vir sover die bepalings daarvan betrekking het op die oprigting, instandhouding, bestuur en beheer van opleidingskolleges vir onderwysers	Minister van Onderwys en Kultuur (ex Volksraad).
21. Die Wet op Finansiële Verhoudings, 1976 (Wet No. 65 van 1976)	Die bepalings van artikels 15A (3), (4) en (5) en 28 (1) en (2) vir sover die bepalings daarvan betrekking het op lede van die Blanke bevolkingsgroep	Minister van Onderwys en Kultuur (ex Volksraad).
22. Ordonnansie op Onderwys, 1980 (Ordonnansie No. 12 van 1980) (Oranje-Vrystaat)	Vir sover die bepalings daarvan betrekking het op die oprigting, instandhouding, bestuur en beheer van onderwyskolleges	Minister van Onderwys en Kultuur (ex Volksraad).
23. Die Wet op Tegnieese Kolleges, 1981 (Wet No. 104 van 1981)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
24. Die Wet op die Technikon Skiereiland, 1982 (Wet No. 52 van 1982)	Die geheel.....	Minister van Onderwys en Kultuur (ex Raad van Verteenwoordigers).
25. Die Wet op die Universiteit van Wes-Kaapland, 1983 (Wet No. 78 van 1983)	Die geheel.....	Minister van Onderwys en Kultuur (ex Raad van Verteenwoordigers).
26. Die Wet op die Universiteit van Durban-Westville, 1983 (Wet No. 81 van 1983)	Die geheel.....	Minister van Onderwys en Kultuur (ex Raad van Afgevaardigdes).
27. Wet op Private Skole (Volksraad), 1986 (Wet No. 104 van 1986)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
28. Wet op Onderwysaangeleenthede (Volksraad), 1988 (Wet No. 70 van 1988)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
29. Die Private Wet op die Universiteit van Pretoria (Volksraad), 1990 (Wet No. 106 van 1990)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
30. Die Private Wet op die Universiteit van Stellenbosch (Volksraad), 1992 (Wet No. 107 van 1992)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
31. Die Private Wet op die Potchefstroomse Universiteit vir Christelike Hoër Onderwys (Volksraad), 1993 (Wet No. 80 van 1993)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
32. Die Wet op die Suid-Afrikaanse Akademie vir Wetenskap en Kuns, 1959 (Wet No. 54 van 1959)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
33. Die Wet op die Von Dessin-versameling, 1967 (Wet No. 2 van 1967)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
34. Die Wet op Bevordering van Kultuur, 1983 (Wet No. 35 van 1983)	Artikels 1, 2(1) (a), 2(2), 2(3), 2(4), 2(5), 3, 5 en 6 vir sover genoemde bepalings betrekking het op lede van die Kleurling en Indiër bevolkingsgroepe	Minister van Onderwys en Kultuur (ex Raad van Verteenwoordigers en ex Raad van Afgevaardigdes).
35. Die Wet op Kulturele Aangeleenthede (Volksraad), 1989 (Wet No. 65 van 1989)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).
36. Die Wet op Kulturele Instellings (Volksraad), 1989 (Wet No. 66 van 1989)	Die geheel.....	Minister van Onderwys en Kultuur (ex Volksraad).

Kolom 1	Kolom 2	Kolom 3
Kort titel, No. en jaar van Wet	In hoeverre opgedra	Minister aan wie opgedra
37. Die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981)	Artikel 30 vir sover genoemde bepaling verband hou met die verantwoordelikheid vir die opleiding van kwekelingambagsmanne vir die Blanke, Kleurling en Indiër bevolkingsgroepe	Onderskeidelik die Minister van Onderwys en Kultuur (ex Volksraad), Minister van Onderwys en Kultuur (ex Raad van Verteenwoordigers) en Minister van Onderwys en Kultuur (ex Raad van Afgevaardigdes).

SCHEDULE 1 ASSIGNMENT OF LAWS

Column 1	Column 2	Column 3
Short title, No. and year of Law	Extent of assignment	Minister to whom assigned
1. The Rhodes University (Private) Act, 1949 (Act No. 15 of 1949)	The whole	Minister of Education and Culture (ex House of Assembly).
2. The University of the Orange Free State (Private) Act, 1949 (Act No. 21 of 1949)	The whole	Minister of Education and Culture (ex House of Assembly).
3. Education Ordinance, 1953 (Ordinance No. 29 of 1953) (Transvaal)	To the extent that the provisions thereof relate to the establishment, maintenance, management and control of teachers' training colleges	Minister of Education and Culture (ex House of Assembly).
4. The Universities Act, 1955 (Act No. 61 of 1955)	Sections 9, 11, 12 (1), 12 (2), 13, 14, 17, 20, 21, 22, 23, 24, 25, 26, 27 and 28	Minister of Education and Culture (ex House of Assembly).
5. Education Ordinance, 1956 (Ordinance No. 20 of 1956) (Cape)	To the extent that the provisions thereof relate to the establishment and maintenance of training colleges for the training of European student teachers	Minister of Education and Culture (ex House of Assembly).
6. The University of the Witwatersrand, Johannesburg (Private) Act, 1959 (Act No. 15 of 1959)	The whole	Minister of Education and Culture (ex House of Assembly).
7. The University of South Africa Act, 1959 (Act No. 19 of 1959)	The whole	Minister of Education and Culture (ex House of Assembly).
8. The University of Cape Town Act, 1959 (Act No. 38 of 1959)	The whole	Minister of Education and Culture (ex House of Assembly).
9. The University of Natal (Private) Act, 1960 (Act No. 7 of 1960)	The whole	Minister of Education and Culture (ex House of Assembly).
10. The Coloured Persons Education Act, 1963 (Act No. 47 of 1963)	The whole	Minister of Education and Culture (ex House of Representatives).
11. The Orange Free State Study Bursaries Fund Act, 1963 (Act No. 82 of 1963)	The whole	Minister of Education and Culture (ex House of Assembly).
12. The University of Port Elizabeth Act, 1964 (Act No. 1 of 1964)	The whole	Minister of Education and Culture (ex House of Assembly).
13. The Correspondence Colleges Act, 1965 (Act No. 59 of 1965)	The whole	Minister of Education and Culture (ex House of Assembly).
14. The Indians Education Act, 1965 (Act No. 61 of 1965)	The whole	Minister of Education and Culture (ex House of Delegates).
15. The Rand Afrikaans University Act, 1966 (Act No. 51 of 1966)	The whole	Minister of Education and Culture (ex House of Assembly).
16. The Education Policy Act, 1967 (Act No. 39 of 1967)	The whole	Minister of Education and Culture (ex House of Assembly).
17. The Technikons Act, 1967 (Act No. 40 of 1967)	The whole with the exception of sections 28, 28A and 28C	Minister of Education and Culture (ex House of Assembly).
18. The Educational Services Act, 1967 (Act No. 41 of 1967)	Section 13, and also section 15 in so far as it relates to private colleges	Minister of Education and Culture (ex House of Assembly).

Column 1	Column 2	Column 3
Short title, No. and year of Law	Extent of assignment	Minister to whom assigned
19. The Indians Advanced Technical Education Act, 1968 (Act No. 12 of 1968)	The whole	Minister of Education and Culture (ex House of Delegates).
20. Natal Education Ordinance, 1969 (Ordinance No. 46 of 1969)	To the extent that the provisions thereof relate to the establishment, maintenance, management and control of teachers training colleges	Minister of Education and Culture (ex House of Assembly).
21. The Financial Relations Act, 1976 (Act No. 65 of 1976)	The provisions of sections 15A (3), (4) and (5) and 28 (1) and (2) to the extent that the provisions thereof relate to members of the White population group	Minister of Education and Culture (ex House of Assembly).
22. Education Ordinance, 1980 (Ordinance No. 12 of 1980) (Orange Free State)	To the extent that the provisions thereof relate to the establishment, maintenance, management and control of teachers' colleges	Minister of Education and Culture (ex House of Assembly).
23. The Technical Colleges Act, 1981 (Act No. 104 of 1981)	The whole	Minister of Education and Culture (ex House of Assembly).
24. The Peninsula Technikon Act, 1982 (Act No. 52 of 1982)	The whole	Minister of Education and Culture (ex House of Representatives).
25. The University of the Western Cape Act, 1983 (Act No. 78 of 1983)	The whole	Minister of Education and Culture (ex House of Representatives).
26. The University of the Durban-Westville Act, 1983 (Act No. 81 of 1983)	The whole	Minister of Education and Culture (ex House of Delegates).
27. The Private Schools Act (House of Assembly), 1986 (Act No. 104 of 1986)	The whole	Minister of Education and Culture (ex House of Assembly).
28. The Education Affairs Act (House of Assembly), 1988 (Act No. 70 of 1988)	The whole	Minister of Education and Culture (ex House of Assembly).
29. The University of Pretoria (Private) Act (House of Assembly), 1990 (Act No. 106 of 1990)	The whole	Minister of Education and Culture (ex House of Assembly).
30. The University of Stellenbosch (Private) Act (House of Assembly), 1992 (Act No. 107 of 1992)	The whole	Minister of Education and Culture (ex House of Assembly).
31. The Potchefstroomse Universiteit vir Christelike Hoër Onderwys (Private) Act (House of Assembly), 1993 (Act No. 80 of 1993)	The whole	Minister of Education and Culture (ex House of Assembly).
32. The Suid-Afrikaanse Akademie vir Wetenskap en Kuns Act, 1959 (Act No. 54 of 1959)	The whole	Minister of Education and Culture (ex House of Assembly).
33. The Dessinian Collection Act, 1967 (Act No. 2 of 1967)	The whole	Minister of Education and Culture (ex House of Assembly).
34. The Culture Promotion Act, 1983 (Act No. 35 of 1983)	Sections 1, 2 (1) (a), 2 (2), 2 (3), 2 (4), 2 (5), 3, 5 and 6 to the extent that the said provisions relate to members of the Coloured and Indian population groups	Minister of Education and Culture (ex House of Representatives and ex House of Delegates).
35. The Cultural Affairs Act (House of Assembly), 1989 (Act No. 65 of 1989)	The whole	Minister of Education and Culture (ex House of Assembly).
36. The Cultural Institutions Act (House of Assembly), 1989 (Act No. 66 of 1989)	The whole	Minister of Education and Culture (ex House of Assembly).
37. The Manpower Training Act, 1981 (Act No. 56 of 1981)	Section 30 to the extent that the said provision relates to the responsibility for the training of apprentice artisans of the White, Coloured and Indian population groups	Minister of Education and Culture (ex House of Assembly), Minister of Education and Culture (ex House of Representatives) and Minister of Education and Culture (ex House of Delegates), respectively.

No. R. 43, 1994**OPDRA VAN UITVOERING VAN SEKERE BEPALINGS VAN DIE WET OP KINDERSORG, 1983**

Kragtens die bevoegdheid my verleen by artikel 61 van die Wet op Kindersorg, 1983 (Wet No. 74 van 1983), dra ek hierby met ingang van 1 April 1994 die uitvoering van die bepalings van genoemde Wet op Kindersorg, 1983, vir sover daardie bepalings by Proklamasie No. 16 van 1987 aan die Ministers verantwoordelik vir Welsyn in die Volksraad, Raad van Afgevaardigdes en Raad van Verteenwoordigers opgedra was, aan die Minister van Nasionale Gesondheid en Welsyn, op.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Port Elizabeth, op hede die Twee-en-twintigste dag van Maart Eenduisend Nege-honderd Vier-en-negentig.

F. W. DE KLERK,

Staatspresident.

Op las van die Staatspresident-in-Kabinet:

S. J. DE BEER,

Minister van die Kabinet.

No. R. 44, 1994**OPDRA VAN UITVOERING VAN SEKERE BEPALINGS VAN DIE WET OP KINDERSORG, 1983**

Kragtens die bevoegdheid my verleen by artikel 61 van die Wet op Kindersorg, 1983 (Wet No. 74 van 1983), dra ek hierby met ingang van 1 April 1994 die uitvoering van die bepalings van genoemde Wet op Kindersorg, 1983, vir sover daardie bepalings by Proklamasie No. 16 van 1987 aan die Ministers verantwoordelik vir Onderwys in die Volksraad, Raad van Afgevaardigdes en Raad van Verteenwoordigers opgedra was, aan onderskeidelik die Minister van Onderwys en Kultuur (ex Volksraad), die Minister van Onderwys en Kultuur (ex Raad van Afgevaardigdes) en die Minister van Onderwys en Kultuur (ex Raad van Verteenwoordigers) op.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Port Elizabeth, op hede die Twee-en-twintigste dag van Maart Eenduisend Nege-honderd Vier-en-negentig.

F. W. DE KLERK,

Staatspresident.

Op las van die Staatspresident-in-Kabinet:

S. J. DE BEER,

Minister van die Kabinet.

No. R. 43, 1994**ASSIGNMENT OF THE ADMINISTRATION OF CERTAIN PROVISIONS OF THE CHILD CARE ACT, 1983**

Under the powers vested in me by section 61 of the Child Care Act, 1983 (Act No. 74 of 1983), I hereby assign with effect from 1 April 1994 the administration of the provisions of the said Child Care Act, 1983, in so far as those provisions were assigned by Proclamation No. 16 of 1987, to the Ministers responsible for Welfare in the House of Assembly, House of Delegates and House of Representatives, to the Minister of National Health and Welfare.

Given under my Hand and the Seal of the Republic of South Africa at Port Elizabeth this Twenty-second day of March, One thousand Nine hundred and Ninety-four.

F. W. DE KLERK,

State President.

By Order of the State President-in-Cabinet:

S. J. DE BEER,

Minister of the Cabinet.

No. R. 44, 1994**ASSIGNMENT OF THE ADMINISTRATION OF CERTAIN PROVISIONS OF THE CHILD CARE ACT, 1983**

Under the powers vested in me by section 61 of the Child Care Act, 1983 (Act No. 74 of 1983), I hereby assign with effect from 1 April 1994 the administration of the provisions of the said Child Care Act, 1983, in so far as those provisions were assigned by Proclamation No. 16 of 1987, to the Ministers responsible for Education in the House of Assembly, House of Delegates and House of Representatives, to the Minister of Education and Culture (ex House of Assembly), the Minister of Education and Culture (ex House of Delegates) and the Minister of Education and Culture (ex House of Representatives), respectively.

Given under my Hand and the Seal of the Republic of South Africa at Port Elizabeth this Twenty-second day of March, One thousand Nine hundred and Ninety-four.

F. W. DE KLERK,

State President.

By Order of the State President-in-Cabinet:

S. J. DE BEER,

Minister of the Cabinet.

DEPARTEMENT VAN FINANSIES

No. R. 536

25 Maart 1994

DOEANE- EN AKSYNSWET, 1964**WYSIGING VAN BYLAE No. 1 (No. 1/1/667)**

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

T. G. ALANT,

Adjunkminister van Finansies.

DEPARTMENT OF FINANCE

No. R. 536

25 March 1994

CUSTOMS AND EXCISE ACT, 1964**AMENDMENT OF SCHEDULE No. 1 (No. 1/1/667)**

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

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
39.26	“.83	2	Deur na subpos No. 3926.90.80 die volgende in te voeg: Verbindingstukke vir optiese vesels en optiese veselkabels	kg	vry"	
74.19	“.30	0	Deur na subpos No. 7419.99.25 die volgende in te voeg: Verbindingstukke vir optiese vesels en optiese veselkabels	kg	vry"	
75.08	“.30	8	Deur na subpos No. 7508.00.25 die volgende in te voeg: Verbindingstukke vir optiese vesels en optiese veselkabels	kg	vry"	
79.07	“.40	0	Deur na subpos No. 7907.90.30 die volgende in te voeg: Verbindingstukke vir optiese vesels en optiese veselkabels	kg	vry"	

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
39.26			By the insertion after subheading No. 3926.90.80 of the following: Connectors for optical fibres and optical fibre cables	kg	free"	
74.19	“.83	2	By the insertion after subheading No. 7419.99.25 of the following: Connectors for optical fibres and optical fibre cables	kg	free"	
75.08	“.30	0	By the insertion after subheading No. 7508.00.25 of the following: Connectors for optical fibres and optical fibre cables	kg	free"	
79.17	“.30	8	By the insertion after subheading No. 7907.90.30 of the following: Connectors for optical fibres and optical fibre cables	kg	free"	
	“.40	0	Connectors for optical fibres and optical fibre cables	kg	free"	

No. R. 537

25 Maart 1994

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/668)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Januarie 1991, in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,

Adjunkminister van Finansies.

No. R. 537

25 March 1994

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/668)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended, with retrospective effect to 1 January 1991, to the extent set out in the Schedule hereto.

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
84.79	“.13	0	Deur na subpos No. 8479.89.13 deur die volgende te vervang: Gasnytoestelle	getal	vry"	

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
84.79	“.13	0	By the substitution for subheading No. 8479.89.13 of the following: Gas-operated cutting appliances	no.	free"	

No. R. 538 25 Maart 1994**DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE No. 3 (No. 3/251)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 3 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 20 Augustus 1993, in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,
Adjunkminister van Finansies.

No. R. 538 25 March 1994**CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE No. 3 (No. 3/251)**

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 3 to the said Act is hereby amended, with retrospective effect to 20 August 1993, to the extent set out in the Schedule hereto.

T. G. ALANT,
Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarif- pos	Korting- kode	T. S.	Beskrywing		
313.06	"69.12	01.04	46	Deur na tariefpos No. 6911.10 die volgende in te voeg: Tafelgerei, onversier, geglasuur, in stelle, wat benewens koppies en pierings of drinkbekers, ook ander tafelgerei bevat, met 'n waarde vir belastingdoeleindes van minstens 738c/kg, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg	
		02.04	40	Drinkbekers, onversier, geglasuur, met 'n waarde vir belastingdoeleindes van minstens 80c/kg, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg	
		03.04	45	Koppies en pierings, onversier, geglasuur, met 'n waarde vir belastingdoeleindes van minstens 150c per item, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg	
		04.04	46	Borde, onversier, geglasuur, met 'n waarde vir belastingdoeleindes van minstens 441c/kg, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg	
		05.04	44	Lekkergoedbakkies, onversier, geglasuur, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg	
		06.04	49	Tafelgerei (uitgesonderd stelle, drinkbekers, koppies, pierings, borde en lekkergoedbakkies), onversier, geglasuur, met 'n waarde vir belastingdoeleindes van minstens 403c/kg, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg"	

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Anno- tations
	Tariff Heading	Rebate Code	C. D.	Description		
313.06	"69.12	01.04	46	By the insertion after tariff heading No. 6911.10 of the following: Tableware, undecorated, glazed, in sets, containing cups and saucers or mugs in addition to other tableware, of a value for duty purposes of 738c/kg or more, for the decoration thereof and a further process of heat treatment	Full duty	
		02.04	40	Mugs, undecorated, glazed, of a value for duty purposes of 80c/kg or more, for the decoration thereof and a further process of heat treatment	Full duty	
		03.04	45	Cups and saucers, undecorated, glazed, of a value for duty purposes of 150c per item or more, for the decoration thereof and a further process of heat treatment	Full duty	
		04.04	46	Plates, undecorated, glazed, of a value for duty purposes of 441c/kg or more, for the decoration thereof and a further process of heat treatment.	Full duty	
		05.04	44	Sweet dishes, undecorated, glazed, for the decoration thereof and a further process of heat treatment	Full duty	
		06.04	49	Tableware (excluding sets, mugs, cups, saucers, plates and sweet dishes), undecorated, glazed, of a value for duty purposes of 403c/kg or more, for the decoration thereof and a further process of heat treatment	Full duty"	

No. R. 539**25 Maart 1994****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE No. 3 (No. 3/252)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 3 by genoemde Wet hiermee gewysig, met ingang vanaf 1 Mei 1994, in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,

Adjunkminister van Finansies.

No. R. 539**25 March 1994****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE No. 3 (No. 3/252)**

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 3 to the said Act is hereby amended, with effect from 1 May 1994, to the extent set out in the Schedule hereto.

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
316.09				Deur tariefpos No. 00.00 te skrap.		

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Anno- tations
	Tariff Heading	Rebate Code	C. D.	Description		
316.09				By the deletion of tariff heading No. 00.00.		

No. R. 540**25 Maart 1994****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE No. 5 (No. 5/35)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 5 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,

Adjunkminister van Finansies.

No. R. 540**25 March 1994****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE No. 5 (No. 5/35)**

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 5 to the said Act is hereby amended to the extent set out in the Schedule hereto.

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

I Teruggawe Item	II				III Mate van Teruggawe	Annota- sies
	Tarief- pos	Teruggawe Kode	T. S.	Beskrywing		
508.00 en 508.01				Deur teruggawe items 508.00 en 508.01 te skrap.		

SCHEDULE

I Drawback Item	II				III Extent of Drawback	Annota- tions
	Tariff Heading	Drawback Code	C. D.	Description		
508.00 and 508.01				By the deletion of drawback items 508.00 and 508.01		

No. R. 541 25 Maart 1994

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 5 (No. 5/36)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 5 by genoemde Wet hiermee gewysig, met ingang van 25 September 1994, in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,
Adjunkminister van Finansies.

No. R. 541 25 March 1994

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 5 (No. 5/36)

Under section 75 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 5 to the said Act is hereby amended, with effect from 25 September 1994, to the extent set out in the Schedule hereto.

T. G. ALANT
Deputy Minister of Finance.

BYLAE

I Terugbe- taling Item	II			III Mate van Terugbe- taling	Annota- sies
	Tarief- pos	Kode	T. S.		
535.00				Deur terugbetalingitem 535.00 te skrap.	

SCHEDULE

I Refund Item	II			III Extent of Refund	Annota- tions
	Tariff Heading	Code	C. D.		
535.00				By the deletion of refund item 535.00	

DEPARTEMENT VAN LANDBOU**No. R. 542 25 Maart 1994**WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET No. 47 VAN 1970)

PRYS- EN BETALINGSREËLINGS MET BETREK-
KING TOT GOEIEWYN, 1994/1995: VOORGE-
STELDE WYSIGING

Hiermee word bekendgemaak dat die Koöperatiewe Wynbouersvereniging van Suid-Afrika Beperk, kragtens artikel 18 (6) (a) van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970), die prys- en betalingsreëlings vermeld in Goewermentskennisgewing No. R. 182 van 4 Februarie 1994 met betrekking tot wyn, soos omskryf in artikel 14 van genoemde Wet, gewysig het deur in klousule 9 (1) van Bylae 2 daarvan die volgende items na item 10 in te voeg:

Tipe houer en verpakkings- materiaal	Byvoeging per liter	
	uitsluitende karton	insluitende karton
10A Plastieksakkie met 'n inhoudsvermoë van 250 ml...	59c	79c
10B Plastieksakkie met 'n inhoudsvermoë van 375 ml...	59c	79c

Alle belanghebbendes word hierby aangesê om enige besware wat hulle teen genoemde wysiging het, binne 14 dae na datum van publikasie van hierdie kennisgewing skriftelik by die Direkteur-generaal: Departement van Landbou, Privaatsak X250, Pretoria, 0001, in te lewer.

S. W. JOUBERT,
Sekretaris: Koöperatiewe Wynbouersvereniging van
Suid-Afrika Beperk.

DEPARTMENT OF AGRICULTURE**No. R. 542 25 March 1994**WINE AND SPIRIT CONTROL ACT, 1970
(ACT No. 47 OF 1970)

PRICE AND PAYMENT ARRANGEMENTS WITH
REGARD TO GOOD WINE: 1994/1995: PROPOSED
AMENDMENT

It is hereby made known that the Co-operative Wine-growers Association of South Africa Limited, acting in terms of section 18 (6) (a) of the Wine and Spirit Control Act, 1970 (Act No. 47 of 1970), has amended the price and payment arrangements set out in Government Notice No. R. 182 of 4 February 1994 with regard to wine, as defined in section 14 of the said Act, by the insertion in clause 9 (1) of Schedule 2 thereto of the following items after item 10:

Type of container and pack- ing material carton	Addition per litre	
	excluding carton	including
10A Plastic satchet with a capacity of 250 ml.....	59c	79c
10B Plastic satchet with a capacity of 375 ml.....	59c	79c

All interested persons are called upon to lodge any objections which they may have against the said amendment, in writing with the Director-General: Department of Agriculture, Private Bag X250, Pretoria, 0001, within 14 days of the date of publication of this notice.

S. W. JOUBERT,
Secretary: Co-operative Winegrowers Association of
South Africa Limited.

DEPARTEMENT VAN MANNEKRAG**No. R. 535 25 Maart 1994**

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

WYSIGING VAN REGISTRASIE EN ADMINISTRASIEFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1995 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b) en 2 met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1995 eindig, blindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

**REGISTRASIE- EN ADMINISTRASIEFONDS
OOREENKOMS**

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

Association of Electric Cable Manufacturers of South Africa

Border Engineering Industries Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Domestic Appliance Manufacturers' Association of South Africa

Electrical Engineering and Allied Industries Association

DEPARTMENT OF MANPOWER**No. R. 535 25 March 1994**

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY

AMENDMENT OF REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 March 1995, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b) and 2, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 March 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY

**REGISTRATION AND ADMINISTRATION EXPENSES
AGREEMENT**

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

Association of Electric Cable Manufacturers of South Africa

Border Engineering Industries Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Domestic Appliance Manufacturers' Association of South Africa

Electrical Engineering and Allied Industries Association

Electronics and Telecommunications Industries Association**Ferro Alloy Producers' Association****Fire protection Industries Association of South Africa****Gate and Fence Association****Hand Tool Manufacturers' Association****Iron and Steel Producers' Association of South Africa****Lift Engineering Association of South Africa****Light Engineering Industries Association of South Africa****Materials Handling Association****Natal Engineering Industries Association****Non-Ferrous Metal Industries Association of South Africa****Plastics Manufacturers' Association of South Africa****Plumbers and Engineers Brassware Manufacturers' Association****Port Elizabeth Engineers' Association****Pressure Vessel Manufacturers' Association of South Africa****Radio, Appliance and Television Association of South Africa****Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association****Sheetmetal Industries Association of South Africa****S.A. Association of Shipbuilders and Repairers****S.A. Electro-Plating Industries Association****S.A. Engineers' and Founders' Association****S.A. Fasteners Manufacturers' Association****S.A. Industrial Refrigeration and Air Conditioning Contractors' Association****S.A. Pump Manufacturers' Association****S.A. Radio and Television Manufacturers' Association****S.A. Reinforced Concrete Engineers' Association****S.A. Tube Makers' Association****S.A. Valve and Actuator Manufacturers' Association****S.A. Wire and Wire Rope Manufacturers' Association**

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

Amalgamated Engineering Union of South Africa**Amalgamated Society of Woodworkers of South Africa****Engineering Industrial and Mining Workers' Union of South Africa****Iron Moulders' Society of South Africa****Metal and Electrical Workers' Union of S.A.****Mine Workers' Union****National Union of Metalworkers of South Africa****Radio, Television, Electronics and Allied Workers' Union****S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society****S.A. Electrical Workers' Association****S.A. Yster-, Staal- en Verwante Nywerhede-Unie****Steel, Engineering and Allied Workers' Union of S.A.****Electronics and Telecommunications Industries Association****Ferro Alloy Producers' Association****Fire Protection Industries Association of South Africa****Gate and Fence Association****Hand Tool Manufacturers' Association****Iron and Steel Producers' Association of South Africa****Lift Engineering Association of South Africa****Light Engineering Industries Association of South Africa****Materials Handling Association****Natal Engineering Industries Association****Non-Ferrous Metal Industries Association of South Africa****Plastics Manufacturers' Association of South Africa****Plumbers and Engineers Brassware Manufacturers' Association****Port Elizabeth Engineers' Association****Pressure Vessel Manufacturers' Association of South Africa****Radio, Appliance and Television Association of South Africa****Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association****Sheetmetal Industries Association of South Africa****S.A. Association of Shipbuilders and Repairers****S.A. Electro-Plating Industries Association****S.A. Engineers' and Founders' Association****S.A. Fasteners Manufacturers' Association****S.A. Industrial Refrigeration and Air Conditioning Contractors' Association****S.A. Pump Manufacturers' Association****S.A. Radio and Television Manufacturers' Association****S.A. Reinforced Concrete Engineers' Association****S.A. Tube Makers' Association****S.A. Valve and Actuator Manufacturers' Association****S.A. Wire and Wire Rope Manufacturers' Association**

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

Amalgamated Engineering Union of South Africa**Amalgamated Society of Woodworkers of South Africa****Engineering Industrial and Mining Workers' Union of South Africa****Iron Moulders' Society of South Africa****Metal and Electrical Workers' Union of S.A.****Mine Workers' Union****National Union of Metalworkers of South Africa****Radio, Television, Electronics and Allied Workers' Union****S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society****S.A. Electrical Workers' Association****S.A. Yster-, Staal- en Verwante Nywerhede-Unie****Steel, Engineering and Allied Workers' Union of S.A.**

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

tot wysiging van die Registrasie- en Administrasiefondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 550 van 2 April 1993 (hierna die Herbekragtigingsooreenkoms genoem).

DEEL 1

ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word—
 - (a) oral in die Republiek van Suid-Afrika; en
 - (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—
 - (a) die vervaardiging, vir verkoop, van standaardssnelygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrosdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
 - (b) die installering, onderhoud en herstel van elektriese uitrusting bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (c) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, werktuie en apparaat, hetsy dit van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik by rekeningkunde- en/of sake-en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
 - (d) die vervaardigingsnywerhede vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
 - (e) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (f) die Slotmakerybedryf in die landdrosdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
 - (g) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrosdistrikte Brits, Germiston, Kempton Park en Pretoria;
 - (h) die installering en/of herstel en/of versiering van radio's en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (i) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte van hoogstens 2,108 mm van—
 - (aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry,

to amend the Registration and Administration Expenses Agreement published under Government Notice No. R. 550 of 2 April 1993 (hereinafter referred to as the Re-enacting Agreement).

PART 1

GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreements shall be observed—
 - (a) throughout the Republic of South Africa; and
 - (b) by all the employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—
 - (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial District of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part 1 of the Agreement published under Government Notice No. R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
 - (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (f) the Locksmithing Trade in the Magisterial District of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and the Cape;
 - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (i) (i) the manufacturing by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products,

- (ab) deksels vir bottels, flesse en ander houters;
- (ac) gewone of gelitografeerde metaalspeelgoed;
- (ad) gewone of gelitografeerde vertoon-tablette;

(ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaalklompe; vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer;

[Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppie of ander soort prop toegemaak kan word.];

(j) die vervaardiging uit tinplaat met 'n dikte van hoogstens 0,416 mm van koffers en ander houters wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

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

- (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en
- (b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

2. SPESIALE BEPALINGS

Klousule 2 van Deel IV van die Ooreenkoms gepubliseer by Goewermentskenningsgewing No. R. 1552 van 27 Julie 1984, soos gewysig, verleng en herbekragtig by Goewermentskenningsgewings Nos. R. 230 van 8 Februarie 1985, R. 1578 van 19 Julie 1985, R. 1003 van 23 Mei 1986, R. 1743 van 22 Augustus 1986, R. 1799 van 21 Augustus 1987, R. 1232 van 24 Junie 1988, R. 248 van 17 Februarie 1989, R. 1916 van 1 September 1989, R. 1829 van 3 Augustus 1990, R. 793 van 19 April 1991, R. 2 van 3 Januarie 1992 en R. 550 van 2 April 1993 (hierna die Vorige Ooreenkoms genoem), en soos van tyd tot tyd gewysig, verleng, hernieu en herbekragtig, is van toepassing op werkgewers en werknemers.

3. ALGEMENE BEPALINGS

Die bepalings van Dele I, II en III en klousules 1 en 3 van Deel IV van die Vorige Ooreenkoms (soos van tyd tot tyd gewysig, verleng en herbekragtig) is van toepassing op werkgewers en werknemers.

4. KLOUSULE 3: WOORDOMSKRYWING

In die omskrywing van "Streek F", vervang die uitdrukking "Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460;" deur die uitdrukking "Kantore 39-41, Shoprite-sentrum, h.v. Arrarat- en Heerenstraat, Welkom, 9459;"

DEEL II

5. KLOUSULE 1: BYDRAES

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

"(i) 19 sent per week ten opsigte van werknemers wat werk verrig wat ingevolge die Hofooreenkoms laer as Loon DD geklassifiseer is, of, waar sodanige klassifikasie nie van toepassing is nie, 'n uurloon van R7,16 of minder ontvang;"

- (ab) bottle, jar and other container closures;
- (ac) plain or lithographed metal toys;
- (ad) plain or lithographed display tablets;

(ii) the manufacture of plain or lithographed rigid and/ or collapsible tubes of non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container;

[For the purposes of subparagraphs (i) and (ii) a "container" shall mean a plain or lithographed article designed for the packaging, for transport or sale, of products and capable of being closed by means of a lid or cap or any other type of closure.];

(j) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kits, tools and documents, and other lines manufactured principally from such tinplate.

(3) Notwithstanding the provisions of subsection (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; and
- (b) trainees under training in terms of section 30 of 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.

2. SPECIAL PROVISIONS

The provisions contained in section 2 of Part IV of the Agreement published under Government Notice No. R. 1552 of 27 July 1984, as amended, extended and re-enacted by Government Notices Nos. R. 230 of 8 February 1985, R. 1578 of 19 July 1985, R. 1003 of 23 May 1986, R. 1743 of 22 August 1986, R. 1799 of 21 August 1987, R. 1232 of 24 June 1988, R. 248 of 17 February 1989, R. 1916 of 1 September 1989, R. 1829 of 3 August 1990, R. 793 of 19 April 1991, R. 2 of 3 January 1992 and R. 500 of 2 April 1993 (hereinafter referred to as the Former Agreement), and as amended, extended, renewed and re-enacted from time to time, shall apply to employers and employees.

3. GENERAL PROVISIONS

The provisions contained in Parts I, II and III and sections 1 and 3 of Part IV of the former Agreement (as amended, extended and re-enacted from time to time), shall apply to employers and employees.

4. SECTION 3: DEFINITIONS

In the definition of "Region F" substitute the expression "Offices 39-41, Shoprite Centre, cnr. Arrarat and Heeren Streets, Welkom, 9459;" for the expression "Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9459;"

PART II

5. SECTION I: CONTRIBUTIONS

(1) Substitute the following for the existing subsection (2) (a) (i):

"(i) 19 cents per week in respect of employees engaged on work classified below Rate DD in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate of R7,16 or less;"

- (2) Vervang die bestaande subklousule (2) (a) (ii) deur die volgende:

“(ii) 36 sent per week ten opsigte van werknemers wat werk verrig wat ingevolge die Hoofooreenkoms as Loon DD of Hoër geklassifiseer is, of, waar sodanige klassifikasie nie van toepassing is nie, 'n uurloon van meer as R7,16 ontvang.”

- (3) Vervang die bestaande subklousule (3) deur die volgende:

“(3) In 'n bedryfsinrigting waarin die totale bedrag wat ingevolge subklousule (2) (a) en (b) hiervan aan die Raad betaalbaar is, minder is as R19 per maand, moet die werkgever die bedrag aanvul tot R19 en daardie bedrag elke maand aan die Raad stuur.”

- (4) Vervang die bestaande subklousule (6) (a) (ii) deur die volgende:

“(ii) Die rente loop op teen dieselfde effektiewe rentekoers as die toepaslike maksimum jaarlikse finansieringsrentekoers asof die bedrag uitstaande 'n 'n krekiettransaksie' is vir doeleindes van die Wet. Vir doeleindes van berekening van rente is die bepaling van klousule 2 (2) van die Wet *mutatis mutandis* van toepassing.”

Namens die partye op hede die 12de dag van Januarie 1994 te Johannesburg onderteken.

B. NICHOLSON,
Ondervoorsitter.

B. ANGUS,
Lid.

D. G. LEVY,
Hoofsekretaris.

No. R. 550 25 Maart 1994

WET OP ARBEIDSVARHOUDINGE, 1956

MOTORYWERHEID: HERBEKRAGTIGING VAN HOOFOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1994 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3 met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

- (2) Substitute the following for the existing subsection (2) (a) (ii):

“(ii) 36 cents per week in respect of employees engaged on work classified at Rate DD or above in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate in excess of R7,16.”

- (3) Substitute the following subsection (3):

“(3) In any establishment in which the total amount payable to the Council in terms of subsection (2) (a) and (b) hereof amounts to less than R19 per month, the employer shall make up the amount to R19 and forward that amount to the Council each month.”

- (4) Substitute the following for subsection (6) (a) (ii):

“(ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a 'credit transaction' for the purposes of the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall *mutatis mutandis* apply.”

Signed at Johannesburg, for and on behalf of the parties, this 12th day of January 1994.

B. NICHOLSON,
Vice-Chairman.

B. ANGUS,
Member.

D. G. LEVY,
General Secretary.

No. R. 550 25 March 1994

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: RE-ENACTMENT OF MAIN AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 August 1994, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 2 and 3, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 August 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

L. WESSELS,
Minister of Manpower.

BYLAE**DIE NASIONALE NYWERHEIDSRAAD VIR DIE
MOTORNYWERHEID****HOOFOOREENKOMS**

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

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

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

National Union of Metalworkers of South Africa,
die

Motor Industry Employees' Union of South Africa
en die

Motor Industry Staff Association

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

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

AFDELING A**1. TOEPASSINGSBESTEK**

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

- (a) oral in die Republiek van Suid-Afrika (uitgesonderd die gebied wat geokkupeer word deur die Cape Explosives Works Ltd, Somerset-Wes); en
- (b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

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

- (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of voorwaardes wat daarkragtens gestel is; en
- (b) kwekelinge wat opleiding ingevolge die Wet op Mannekragopleiding, 1981, ondergaan, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of voorwaardes wat daarkragtens gestel is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 31 Augustus 1994 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge van klousules 5 (10) (f), 7, 12, 13, 26, 29, 40 en 41 van Afdeling A van die Hoofhooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1760 van 29 Augustus 1986, soos gewysig by Goewermentskennisgewings Nos. R. 1686 van 19 Augustus 1988, R. 843 van 28 April 1989, R. 2321 van 27 Oktober 1989 en R. 1974 van 16 Augustus 1991 is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge van klousules 3 (56), 4, 5 [uitgesonderd subklousule (10) (f)], 6, 8, 9, 10, 11, 18, 20, 22, 24, 25, 27, 28, 30, 32, 33, 34, 36, 37, 38, 42, 43 en 44 van Afdeling A van die

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY****MAIN AGREEMENT**

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

South African Motor Industry Employers' Association
and the

South African Vehicle Builders' and Repairers' Association

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

National Union of Metalworkers of South Africa,
the

Motor Industry Employees' Union of South Africa
and the

Motor Industry Staff Association

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

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

DIVISION A**1. SCOPE OF APPLICATION**

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

- (a) throughout the Republic of South Africa (excluding the area occupied by the Cape Explosives Works Ltd, Somerset West); and
- (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 31 August 1994 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 5 (10) (f), 7, 12, 13, 26, 29, 40 and 41 of Division A of the Main Agreement published under Government Notice No. R. 1760 of 29 August 1986, as amended by Government Notices Nos. R. 1686 of 19 August 1988, R. 843 of 28 April 1989, R. 2321 of 27 October 1989 and R. 1974 of 16 August 1991 shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 (56), 4, 5 [excluding (10) (f)], 6, 8, 9, 10, 11, 18, 20, 22, 24, 25, 27, 28, 30, 32, 33, 34, 36, 37, 38, 42, 43 and 44 of Division A of the Main

Hoofdooreenkoms gepubliseer by die Goewermementskennisgewing No. R. 1760 van 29 Augustus 1986, soos gewysig by Goewermementskennisgewings Nos. R. 1779 van 21 Augustus 1987, R. 2452 van 30 Oktober 1987, R. 1686 van 19 Augustus 1988, R. 843 van 28 April 1989, R. 2321 van 27 Oktober 1989, R. 2305 van 28 September 1990, R. 1974 van 16 Augustus 1991, R. 2856 van 29 November 1991 en R. 1367 van 30 Julie 1993, is van toepassing op werkgewers en werknemers.

Namens die partye op hede die 2de dag van Maart 1994 te Johannesburg onderteken.

T. NIEUWOUDT,
President van die Raad.

C. S. ROBERTS,
Vicepresident van die Raad.

B. G. DU PREEZ,
Hoofsekretaris van die Raad.

No. R. 551 25 Maart 1994

WET OP ARBEIDSVERHOUDINGE, 1956

DRUK- EN NUUSBLADNYWERHEID: ORDER

Ek, Leon Wessels, Minister van Mannekrag, bepaal hierby, kragtens artikel 51A (3) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Order wat ek kragtens artikel 51A (2) van daardie Wet ten opsigte van die Druk- en Nuusbladnywerheid gemaak het en wat in die Bylae hiervan verskyn, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing bindend is vir alle werkgewers en werknemers in genoemde Nywerheid wat daardeur geraak word.

L. WESSELS,
Minister van Mannekrag.

BYLAE

1. GEBIED EN OMVANG VAN DIE ORDER

(1) Hierdie Order is van toepassing in die Republiek van Suid-Afrika op alle werkgewers in die Druk- en Nuusbladnywerheid soos in klousule 2 omskryf, en op al hul werknemers wat op 1 Oktober 1993—

- (a) lede van SATU was; en
- (b) tot die Fondse bygedra het.

(2) Ondanks die bepalings van subklousule (1) is hierdie Order ook van toepassing op die werknemers in die Nywerheid wat na 1 Oktober 1993 by SATU aangesluit het en op die werkgewers van sodanige werknemers, indien die werkgewers 'n ooreenkoms met SATU aangegaan het om ooreenkomstig die bepalings van hierdie Order bydraes aan die Fondse te betaal.

2. OMSKRYWING

“Druk- en Nuusbladnywerheid” of “Nywerheid” beteken, sonder om die algemeen aanvaarde betekenis daarvan enigerwys te beperk, die nywerheid bedryf of onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is vir die produksie van drukwerk van enige aard hoegenaamd en volgens enige proses hoegenaamd, en dit omvat—

- (a) ondervermelde bedrywe, tesame met die beroepe en werksaamhede wat daarmee gepaard gaan, ongeag of genoemde bedrywe, beroepe en/of werksaamhede afsonderlik of gesamentlik of saam met of afsonderlik van drukwerk beoefen word, naamlik—

boekbindery, kartonvervaardiging, setwerk, elektriese setwerk, die bediening van 'n kettingskryfbehoeftemasjien, die bediening van 'n riffelbord- en

Agreement published under Government Notice No. R. 1760 of 29 August 1986, as amended by Government Notices Nos. R. 1779 of 21 August 1987, R. 2452 of 30 October 1987, R. 1686 of 19 August 1988, R. 843 of 28 April 1989, R. 2321 of 27 October 1989, R. 2305 of 28 September 1990, R. 1974 of 16 August 1991, R. 2856 of 29 November 1991 and R. 1367 of 30 July 1993, shall apply to employers and employees.

Signed at Johannesburg, on behalf of the parties, this 2nd day of March 1994.

T. NIEUWOUDT,
President of the Council.

C. S. ROBERTS,
Vice-President of the Council.

B. G. DU PREEZ,
General Secretary of the Council.

No. R. 551 25 March 1994

LABOUR RELATIONS ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY: ORDER

I, Leon Wessels, Minister of Manpower, hereby in terms of section 51A (3) of the Labour Relations Act, 1956, determine that the provisions of the Order made by me in terms of section 51A (2) of the Act in respect of the Printing and Newspaper Industry and which appears in the Schedule hereto, shall be binding with effect from the second Monday after the date of publication of this notice, upon all employers and employees in the said Trade who are affected thereby.

L. WESSELS,
Minister of Manpower.

SCHEDULE

1. AREA AND SCOPE OF THE ORDER

(1) This Order shall apply in the Republic of South Africa to all employers in the Printing and Newspaper Industry as defined in clause 2, and to all their employees who as at 1 October 1993—

- (a) were members of SATU; and
- (b) were contributing to the Funds.

(2) Notwithstanding the provisions of subclause (1), this Order shall also apply to those employees in the Industry who joined SATU subsequent to 1 October 1993 and to the employers of such employees, if the employers entered into an agreement with SATU to pay contributions to the Funds in accordance with the provisions of this Order.

2. DEFINITIONS

“Printing and Newspaper Industry” or “Industry”, without in any way limiting the generally accepted meaning thereof, means the industry, trade or undertaking in which employers and their employees are associated in the production of printed matter of any nature whatsoever and by any process whatsoever, and includes—

- (a) the following trades, together with the occupations and operations incidental thereto, whether or not the said trades, occupations and/or operations are carried on separately or collectively, or in conjunction with printing or separately from printing, viz—

bookbinding, carton-making, composing, electronic composing, continuous stationery machine min-
dinding, corrugated board and container machine min-

-houermasjien, snywerk, duplisering, elektrotipering, graving en stempelsny, stempeldruk, die bediening van 'n gravuremasjien, inkstraaldrukwerk, inkmengwerk (indien dit onderneem word deur werkgewers wat betrokke is by die werksaamhede bedoel, in paragraaf (a), (b) of (c) hiervan), die bediening van 'n hoogdrukpers, litografie, masjienbediening (verpakking), fotogravuregraving, fotoligrafie, drukkerselektisiën, drukkersingenieurswerk, drukkerswerktuigkundige, drukkerspakhuiswerk, druk- en litografiese tekenkuns, fotoblokmaak, proeflees, die bediening van 'n hoogdrukrolpers, die bediening van 'n rubberdrukrolpers, liniëring, skermmeerkleurdruk, die instelling van 'n skryfbehoeft- en koevertmasjien, stereotipering, elektrotipering en lettergietwerk;

(b) die vervaardiging en/of herstel, met inbegrip van enige proses hoegenaamd tydens vervaardiging, van—

(i) gebosseleerde seëls en etikette (bedruk of ander, maar uitgesonderd geboetseerde seëls en etikette), koeverte, vrugtoedraaipapiere (hetsy bedruk of nie), gegomde papier, papier- en/of laphangetiket, papierkardoele en/of kardoese uit plastiek of deursigtige film of enige soortgelyke buigsame materiaal (hetsy bedruk of nie), papiersakke en/of sakke uit plastiek of deursigtige film of enige soortgelyke buigsame materiaal (hetsy bedruk of nie), rubberstempels, skryfbehoeftes en toiletrolle;

(ii) riffelkarton uit papier en/of enige samestelling van papier en/of dergelike materiaal waarvan papier en/of 'n samestelling van papier 'n bestanddeel is;

(iii) enige soort houer (met of sonder metaaldele) uit vesel en/of karton (riffel of ander) en/of papier en/of 'n samestelling van papier en/of enige dergelike materiaal waarvan vesel en/of karton en/of papier en/of 'n samestelling van papier 'n bestanddeel is, maar uitgesonderd die vervaardiging, hoofsaaklik uit vesel, van koffers, aktetasse, sakke en alle soortgelyke houters wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap of dokumente te hou;

(iv) enige artikel hoegenaamd uit karton (riffel of ander) en/of papier en/of 'n samestelling van papier en/of enige dergelike materiaal waarvan karton en/of papier en/of 'n samestelling van papier 'n bestanddeel is;

(c) druk op papier, gegomde papier, band, gegomde band, plastiek, tin of ander metale, metaal- of ander foelie, glas, kartonhouers of ander artikels bedoel in paragraaf (b) hiervan; en

(d) druk op klerasie, tekstiele, doek of going of ander materiale, mits die drukwerk gedoen word in 'n ander bedryfsinrigting as 'n klerasie-, tekstiel- of breifabriek;

“Fondse” gesamentlik beteken die Aftreefondse, die Werknemerbystandsfonds vir SATU-lede, en die Druknwyerheid Mediese Hulpeskema vir SATU-lede.

“Fondslied” beteken 'n werknemer wat 'n SATU-lid bedoel in klousule 1 (1) of (2) is.

“Aftreefondse” beteken die Drukkersbedryf-Pensioenfondse vir SATU-lede en die Drukkersbedryf-Voorsorgfondse vir SATU-lede.

ding, cutting, duplicating, electrotyping, engraving and die-sinking, die-stamping, gravure machine minding, ink jet printing, ink mixing (if undertaken by employers engaged in the operations referred to in paragraph (a), (b) or (c) hereof), letterpress machine minding, lithography, machine minding (packaging), photogravure engraving, photolithography, printer's electrician, printer's engineering, printer's mechanic, printer's warehousing, printing and lithographic artistry, process engraving, proof-reading, rotary letterpress machine minding, rotary offset machine minding, ruling, screen process printing, stationery and envelope machine adjusting, stereotyping, electrotyping and typecasting;

(b) the manufacture and/or repair, including any process whatsoever in the course of manufacturing, of—

(i) embossed seals and labels (printed or otherwise, but excluding moulded seals and labels), envelopes, fruit wrappers (whether printed or not), gummed paper, paper and/or cloth tags, paper bags and/or plastic or transparent film or any similar flexible material bags (whether printed or not), paper sacks and/or plastic or transparent film or any similar flexible material sacks (whether printed or not), rubber stamps, stationery and toilet rolls;

(ii) corrugated cardboard from paper and/or any compound of paper and/or any like material, a constituent part of which is paper and/or any compound of paper;

(iii) any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper and/or any compound of paper and/or any like material, a constituent part of which is fibre and/or cardboard and/or paper and/or any compound of paper, but excluding the manufacture mainly from fibre of trunks, attaché cases, bags and all similar containers designed to hold personal effects, sporting kit, tools or documents; and

(iv) any article whatsoever from cardboard (corrugated or otherwise) and/or paper and/or any compound of paper and/or any like material, a constituent part of which is cardboard and/or paper and/or any compound of paper;

(c) printing on paper, gummed paper, tape, gummed tape, plastic, tin or other metals, metallic or other foil, glass, cardboard containers or other articles referred to in paragraph (b) hereof; and

(d) printing on clothing, textiles, cloth or hessian or other materials, provided the printing is done in an establishment other than a clothing, textile or knitting factory;

“Funds” collectively means the Retirement Funds, the Employee Benefit Fund for SATU members, and the Printing Industry Medical Aid Scheme for SATU members.

“Fund members” means an employee who is a SATU member referred to in clause 1 (1) or (2).

"Geskoolde werknemer" beteken 'n werknemer wat gekwalifiseer is in 'n ambag wat aangewys is kragtens en ingevolge die Wet op Mannekragopleiding, No. 56 van 1981, soos gewysig.

"Half-geskoolde werknemer" beteken 'n vakleerling, 'n fabriekswerknemer of enige ander werknemer wat werk van 'n tegniese aard verrig.

"SATU" beteken die Suid-Afrikaanse Tipografiese Unie.

3. BYDRAES

(1) Werknemerbystandsfonds

(a) Elke werkgever in die Druk- en Nuusbladnywerheid moet ten opsigte van Fondslede in sy diens tot die Druk- en Nuusbladnywerheid SATU-Werknemersbystandsfonds die volgende bydra:

- (i) R2,02 per week vir elke geskoolde werknemer; en
- (ii) R1,34 per week vir elke vakleerling en halfgeskoolde werknemer.

(b) Elke werkgever in die Druk- en Nuusbladnywerheid is geregtig om van die lone van sy werknemers wat Fondslede is, die volgende af te trek:

- (i) R0,89 per week vir elke geskoolde werknemer; en
- (ii) R0,58 per week vir elke vakleerling en halfgeskoolde werknemer.

(c) Die bydraes bedoel in paragraaf (a) kan van tyd tot tyd deur die trustees van die Fondse verhoog word, mits die meerderheid van die werkgevers van die Suid-Afrikaanse Tipografiese Unie lede, die Beheerraad van die Suid-Afrikaanse Tipografiese Unie en die Minister van Mannekrag tot so 'n verhoging instem.

(d) Ondanks die bepalings van hierdie subklousule kan werkgevers en Fondslede, in samewerking met mekaar, by die trustees van die Fondse aansoek doen om vrystelling van die bepalings van hierdie subklousule. Die trustees van die Fondse kan na oorweging van so 'n aansoek en die motivering daarvoor verstrek, sodanige werkgevers en Fondslede vrystel van die bepalings van hierdie subklousule op die voorwaardes wat hulle goedvind.

(2) Aftreefondse

(a) Elke Fondslid moet tot engeen van die Aftreefondse 'n bedrag bydra van minstens vier persent van sy gewone weekloon, uitgesonderd oortyd, skofbetaling of enige ander addisionele betalings wat die Fondslid mag ontvang.

(b) Elke werkgever moet tot engeen van die Aftreefondse ten opsigte van elke Fondslid in sy diens, 'n bedrag bydra van minstens vyf persent van die werknemer se gewone weekloon, uitgesonderd oortyd, skofbetaling of enige ander addisionele betalings wat die werknemer mag ontvang.

In die geval waar werkgevers en hul werknemers wat Fondslede is, bydra tot alternatiewe aftreefondse waarvoor hierdie Order nie voorsiening maak nie, kan sodanige werkgevers en werknemers, in samewerking met mekaar, by die trustees van die Fondse daarom aansoek doen dat sodanige bydraes afgetrek word van die bydraes wat hulle andersins sou moes betaal soos bepaal by paragrawe (a) en (b) hiervan.

(c) Werkgevers en Fondslede kan 'n hoër persentasie bydrae beding as wat by paragrawe (a) en (b) hierbo vir die Aftreefondse voorgeskryf word.

"Retirement funds" means the Printing Industry Pension Fund for SATU members and the Printing Industry Provident Fund for SATU Members.

"Skilled employee" means an employee qualified in a trade designated under and in terms of the Manpower Training Act, No. 56 of 1981, as amended.

"Semi-skilled employee" means an apprentice, a factory employee or any other employee performing work of a technical nature.

"SATU" means the South African Typographical Union.

3. CONTRIBUTIONS

(1) Employee Benefit Fund

(a) Every employer in the Printing and Newspaper Industry shall, in respect of Fund in his employ, contribute to the Printing and Newspaper Industry SATU Employee Benefit Fund—

- (i) R2,02 per week for each skilled employee; and
- (ii) R1,34 per week for each apprentice and semi-skilled employee.

(b) Every employer in the Printing and Newspaper Industry shall be entitled to make the following deductions from the wages of his employees who are Fund members:

- (i) R0,89 per week for each skilled employee; and
- (ii) R0,58 per week for each apprentice and semi-skilled employee.

(c) The contributions referred to in paragraph (a) may be increased by the trustees of the Funds from time to time, provided that the majority of employers of the South African Typographical Union members, the Governing Board of the South African Typographical Union and the Minister of Manpower consent to such increase.

(d) Notwithstanding the provisions of this subclause, employers and Fund members may, in conjunction with one another, apply to the trustees of the Funds for exception from the provisions of this subclause. The trustees of the Funds may, on considering such application and the motivation provided therefor, except such employers and Fund members from the provisions of this subclause on such terms as they may deem appropriate.

(2) Retirement Funds

(a) Every Fund member shall contribute to either one of the Retirement Funds an amount of no less than four per cent of his normal weekly wage, exclusive of overtime, shift pay or any other additional payments that may be received by him.

(b) Every employer shall contribute to either one of the Retirement Funds in respect of each Fund member employed by him an amount of no less than five per cent of the employee's normal weekly wage, exclusive of overtime, shift pay or any other additional payments that may be received by him.

In the event of employers and their employees who are Fund members contributing to alternative retirement funds not provided for in this Order, such employers and employees may, in conjunction with one another, apply to the trustees of the Funds for such contributions to be offset against the contributions that would otherwise have been paid by them as provided for in paragraphs (a) and (b) hereof.

(c) Employers and Fund members may negotiate a higher percentage contribution than is prescribed in paragraphs (a) and (b) above for the Retirement Funds.

(3) *Druknywerheid Mediese Hulpskema vir SATU-lede*

- (a) Elke werkgever moet aan die Druknywerheid Mediese Hulpskema vir SATU-lede 'n totale bydrae van R56,00 per week betaal ten behoeve van elke werknemer wat 'n Fondslid is.
 - (b) Elke werkgever is geregtig om van die lone van sy werknemers wat lede van die Druknywerheid Mediese Hulpskema vir SATU-lede is, 'n gedeelte af te trek wat gelyk is aan die helfte van die totale bydrae wat betaalbaar is ingevolge paragraaf (a) hierbo.
 - (c) Die koers bedoel in paragraaf (a) hierbo kan van tyd tot tyd deur die trustees van die Fondse verhoog word, mits die Minister tot so 'n verhoging instem.
 - (d) Ondanks die bepalings van hierdie subklousule kan werkgevers en Fondselede, in samewerking met mekaar, by die trustees van die Fondse aansoek doen om vrystelling van die bepalings van hierdie subklousule. Die trustees van die Fondse kan na oorweging van so 'n aansoek en die motivering daarvoor verstrek, sodanige werkgevers en Fondselede vrystel van die bepalings van hierdie subklousule op die voorwaardes wat hulle goedvind.
- (4) *Betaling aan Fondse*
- (a) die werkgever moet op die eerste betaaldag na die datum waarop hierdie Order in werking tree en daarna op elke betaaldag die nodige bedrae van die betrokke werknemers se lone afrek en die totale bedrag aldus afgetrek, tesame met die totale bedrag van sy eie bydraes, voor of op die 15de dag van die maand wat volg op die maand waarin die bedrae afgetrek is, aan die Drukkersnywerheid-Bystandsfondstrust, Posbus 4539, Pretoria, 0001, stuur.
 - (b) 'n Renteboete bereken teen die heersende prima rentekoers plus een persent is deur die werkgevers betaalbaar ten opsigte van bydraes wat ontvang word na die datum gespesifiseer in paragraaf (a) hierbo.
 - (c) Die bedrae deur die werkgever ingevolge paragraaf (a) betaal, moet vergesel gaan van 'n behoorlik gerekonsilieerde rekonsiliasiestaat, uitgereik deur die Drukkersnywerheid-Bystandsfondstrust, sowel as enige van die volgende state wat as deel van die rekonsiliasieproses voltooi is:
 - (i) Staat van indiensnemings;
 - (ii) staat van uitsonderings;
 - (iii) staat van afdankings;
 - (iv) staat van hergraderings; en
 - (v) staat van bydraes wat vooruit betaal word.
 - (d) Die werkgever moet toesien dat die volgende besonderhede gegee word by die voltooiing van enige van die state in paragraaf (c) bedoel:
 - (i) Van en voorname van Fondslid;
 - (ii) nommer van Fondslid;
 - (iii) ID-nommer van Fondslid;
 - (iv) bydrae tot die Druknywerheid Mediese Hulpskema vir SATU-lede;
 - (v) bydrae tot die Drukkersbedryf-Pensioenfonds vir SATU-lede of die Drukkersbedryf-Voorsorgfonds vir SATU-lede;
 - (vi) bydrae tot die Drukkersbedryf-Werknemer-bystandsfonds;
 - (vii) week- of maandloon van elke SATU-lid ten opsigte van wie bydraes gemaak word; en
 - (viii) die tydperk waarvoor betaling gedoen word.

(3) *Printing Industry Medical Aid Scheme for SATU members*

- (a) Every employer shall remit to the Printing Industry Medical Aid Scheme for SATU members a total contribution of R56,00 per week on behalf of each employee who is a Fund member.
 - (b) Every employer shall be entitled to deduct from the wages of his employees who are members of the Printing Industry Medical Aid Scheme for SATU members a portion that is the equivalent of half of the total contribution payable in terms of paragraph (a) above.
 - (c) The rate referred to in paragraph (a) above may be increased by the trustees of the Funds from time to time, provided that the minister consents to such increase.
 - (d) Notwithstanding the provisions of this subclause, employers and Fund members may, in conjunction with one another, apply to the trustees of the Funds for exemption from the provisions of this subclause. The trustees of the Funds may, on considering such application and the motivation provided therefor, exempt such employers and Fund members from the provisions of this subclause on such terms as they may deem appropriate.
- (4) *Payments to Funds*
- (a) The employer shall, on the first pay-day after the date upon which this Order comes into operation and thereafter on every-pay day, make the necessary deductions from the wages of the employees concerned and forward the total amount so deducted, together with the total amount of his own contributions, by no later than the 15th day of the month following the month during which the deductions were made to the Printing Industry Benefit Funds Trust, P.O. Box 4539, Pretoria, 0001.
 - (b) An interest penalty calculated at the current prime interest rate plus one per cent shall be payable by the employer in respect of contributions received after the date specified in paragraph (a) above.
 - (c) The amounts remitted by the employer in terms of paragraph (a) shall be accompanied by a reconciliation statement, issued by the Printing Industry Benefit Funds Trust, duly reconciled, as well as any of the following statements that have been completed as part of the reconciliation process:
 - (i) Statement of engagements;
 - (ii) Statement of exceptions;
 - (iii) Statement of discharges;
 - (iv) Statement of regradings; and
 - (v) Statement of advance contributions.
 - (d) The employer shall ensure that the following details are given when completing any of the statements referred to in paragraph (c):
 - (i) Surname and first names of Fund member;
 - (ii) number of Fund member;
 - (iii) ID number of Fund member;
 - (iv) contribution to Printing Industry Medical Aid Scheme for SATU members;
 - (v) contribution to the Printing Industry Pension Fund for SATU members or the Printing Industry Provident Fund for SATU members;
 - (vi) contribution to the Printing Industry Employee Benefit Fund;
 - (vii) weekly or monthly wage of each SATU member in respect of whom contributions are being made; and
 - (viii) the period for which payment is being made.

- (e) Die werkgewer moet toesien dat, by voltooiing van die toepaslike state, die totale oorgedra word na die rekonsiliasiestaat om die totale bedrag wat betaalbaar is, te bereken.

[Nota: Kragtens artikel 51A (4) (b) van die Wet op Arbeidsverhoudinge, 1956, vervang die Order in die bostaande Bylae die Order gepubliseer by Goewermentskennisgewing R. 254 van 17 Januarie 1992.]

No. R. 567 25 Maart 1994

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, KIMBERLEY: VERLENGING VAN OOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 2340 van 21 Augustus 1992, R. 3386 van 24 Desember 1992, R. 305 van 26 Februarie 1993 en R. 1743 van 24 September 1993, met 'n verdere tydperk wat op 31 Maart 1996 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 568 25 Maart 1994

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: HERBEKRAGTING VAN OPLEIDINGSFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1994 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

L. WESSELS,

Minister van Mannekrag.

- (e) The employer shall ensure that on completion of the relevant statements the totals are transferred to the reconciliation statement to calculate the total amount payable.

(Note: In terms of section 51A (4) (b) of the Labour Relations Act, 1956, the Order in the above Schedule supersedes the Order published under Government Notice No. R. 254 of 17 January 1992.)

No. R. 567 25 March 1994

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, KIMBERLEY: EXTENSION OF AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 2340 of 21 August 1992, R. 3386 of 24 December 1992, R. 305 of 26 February 1993 and R. 1743 of 24 September 1993, by a further period ending 31 March 1996.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 568 25 March 1994

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: RE-ENACTMENT OF TRAINING FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1994, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

L. WESSELS,

Minister of Manpower.

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)****OOREENKOMS**

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

Cape Clothing Manufacturers' Association

en die

**Garment Manufacturers' Association of the Western
Cape**

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville (met inbegrip van daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskenningsgewing No. 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het), Somerset-Wes en Strand, deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrafe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskenningsgewing No. R. 1373 van 1 Julie 1983.

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

(iii) Malmesbury [met inbegrip van daardie gedeelte van die landdrosdistrik Moorreesburg wat voor 1 Januarie 1986 (Goewermentskenningsgewing No. 2649 van 29 November 1985)] binne die landdrosdistrik Malmesbury geval het, deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragraaf (a) (uitgesonderd lyfbande wat van leer of van sintetiese materiaal gemaak word) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskenningsgewing No. R. 1373 van 1 Julie 1983.

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

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

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hofooreenkoms van die Raad bedoel.

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

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

Cape Clothing Manufacturer's Association

and the

**Garment Manufacturers' Association of the
Western Cape**

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

South African Clothing and Textile Workers' Union

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

being the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Goodwood, Bellville (including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville), Somerset West and Strand, by employers and employees who are engaged or employed respectively on the operations referred to in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;

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

(iii) Malmesbury [including that portion of the Magisterial District of Moorreesburg which, prior to 1 January 1986 (Government Notice No. 2649 of 29 November 1985)] fell within the Magisterial District of Malmesbury, by employers and employees who are engaged or employed respectively on the operations referred to in paragraphs (a) (excluding belts made from leather or synthetic material) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983.

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

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

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 30 Junie 1994 of vir die tydperk wat hy bepaal.

3. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 en 4 van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 1372 van 26 Junie 1981, soos hernieu en gewysig is deur Goewermenskennisgewings Nos. R. 2655 van 4 Desember 1981, R. 2122 van 21 September 1984, R. 2672 van 7 Desember 1984, R. 2334 van 14 November 1986, R. 255 van 6 Februarie 1987, R. 1149 van 17 Junie 1988, R. 2069 van 14 Oktober 1988, R. 2454 van 2 Desember 1988, R. 2530 van 17 November 1989, R. 2089 an 31 Augustus 1990 en R. 2869 van 7 Desember 1990, is van toepassing op sowel werkgewers as werknemers.

Namens die partye op hede die 25ste dag van Februarie 1994 te Soutrivier onderteken.

B. D. P. COOKE,
Voorsitter van die Raad.

W. F. ALEXANDER,
Ondervoorsitter van die Raad.

D. J. ACKERMANN,
Sekretaris van die Raad.

No. R. 569 25 Maart 1994

WET OP ARBEIDSVERHOUDINGE, 1956**KONTRAKSKOONMAAKNYWERHEID (NATAL):
HERNUWING VAN HOOFOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewing No. R. 307 van 26 Februarie 1993, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1995 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 570 25 Maart 1994

WET OP ARBEIDSVERHOUDINGE, 1956**LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA:
WYSIGING VAN OOREENKOMS VIR DIE HAND-
SAKSEKSIE**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigings-ooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1994 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

2. PERIOD OF OPERATION OF AGREEMENT

This agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 30 June 1994 or for such period as may be determined by him.

3. GENERAL PROVISIONS

The provisions of clauses 3 and 4 of the Agreement published under Government Notice No. R. 1372 of 26 June 1981, as amended and renewed under Government Notices Nos. R. 2655 of 4 December 1981, R. 2122 of 21 September 1984, R. 2672 of 7 December 1984, R. 2334 of 14 November 1986, R. 255 of 6 February 1987, R. 1149 of 17 June 1988, R. 2069 of 14 October 1988, R. 2454 of 2 December 1988, R. 2530 of 17 November 1989, R. 2089 of 31 August 1990 and R. 2869 of 7 December 1990, shall apply to employers and employees.

Signed at Salt River, on behalf of the parties, this 25th day of February 1994.

B. D. P. COOKE,
Chairperson of the Council.

W. F. ALEXANDER,
Vice-Chairperson of the Council.

D. J. ACKERMANN,
Secretary of the Council.

No. R. 569 25 March 1994

LABOUR RELATIONS ACT, 1956**CONTRACT CLEANING INDUSTRY (NATAL):
RENEWAL OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice No. R. 307 of 26 February 1993, to be effective from the date of publication of this notice and for the period ending 28 February 1995.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 570 25 March 1994

LABOUR RELATIONS ACT, 1956**LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA: AMENDMENT OF AGREEMENT FOR THE
HANDBAG SECTION**

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1994, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,

Minister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEER- NYWERHEID VAN SUID-AFRIKA

HANDSAKSEKSIE

OOREENKOMS

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

- (a) **Western Cape Leather Industries Association;**
- (b) **Transvaal Footwear, Tanning and Leather Trades Association;**
- (c) **Association of South African Manufacturers of Luggage, Handbags and General goods**

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

- (d) **National Union of Leather Workers;**

en

- (e) **Transvaal Leather and Allied Trades Industrial Union**

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

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

tot wysiging van die Ooreenkoms vir die Handsakseksie gepubliseer by Goewermentskennisgewing No. R. 1794 van 3 September 1982, soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 2480 en R. 2481 van 11 November 1983, R. 2022 en R. 2023 van 14 September 1984, R. 2758 en R. 2760 van 13 Desember 1985, R. 2713 en R. 2714 van 24 Desember 1986, R. 1844 van 28 Augustus 1987, R. 2609 van 20 November 1987, R. 1622 van 12 Augustus 1988, R. 2314 van 18 November 1988, R. 572 van 31 Maart 1989, R. 1949 en R. 1950 van 17 Augustus 1990, R. 3052 van 4 Januarie 1991, R. 2238 van 13 September 1991, R. 1677 van 19 Junie 1992 R. 2421 van 28 Augustus 1992, R. 3143 van 20 November 1992 en R. 971 van 4 Junie 1993.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Handsakseksie van die Leernywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by bogenoemde Seksie van die Leernywerheid betrokke en daarin werksaam is;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,

Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

HANDBAG SECTION

AGREEMENT

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

- (a) **Western Cape Leather Industries Association;**
- (b) **Transvaal Footwear, Tanning and Leather Trades Association;**
- (c) **Association of South African Manufacturers of Luggage, Handbags and General goods**

(hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the

- (d) **National Union of Leather Workers;**

and

- (e) **Transvaal Leather and Allied Trades Industrial Union**

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

being the parties to the National Industrial Council of the Leather Industry of South Africa,

to amend the Agreement for the Handbag Section published under Government Notice No. R. 1794 of 3 September 1982, as renewed and amended by Government Notices Nos. R. 2480 and R. 2481 of 11 November 1983, R. 2022 and R. 2023 of 14 September 1984, R. 2758 and R. 2760 of 13 December 1985, R. 2713 and R. 2714 of 24 December 1986, R. 1844 of 28 August 1987, R. 2609 of 20 November 1987, R. 1622 of 12 August 1988, R. 2314 of 18 November 1988, R. 572 of 31 March 1989, R. 1949 and R. 1950 of 17 August 1990, R. 3052 of 4 January 1991, R. 2238 of 13 September 1991, R. 1677 of 19 June 1992 R. 2421 of 28 August 1992, R. 3143 of 20 November 1992 and R. 971 of 4 June 1993.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Handbag Section of the Leather Industry—

- (a) by all employers who are members of the employers’ organisations and by all employees who are members of the trade unions and who are engaged and employed in the above Section of the Leather Industry, respectively;

(b) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, in verband met die werksaamhede uiteengesit in paragraaf (1) (b) en (c) van die omskrywing van "Nywerheid" of "Leer-nywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennissgewing No. R. 1794 van 3 September 1982, vir sover hulle betrekking het op genoemde Seksie; en

(c) in die landdrosdistrikte Bellville, Die Kaap, Durban, met inbegrip van die gedeelte van die landdrosdistrik Chatsworth wat voor die publikasie van Goewermentskennissgewing No. 501 van 8 Maart 1985 binne die landdrosdistrik Durban geval het, Goodwood en Johannesburg, in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van genoemde Ooreenkoms.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word in Aanhangsel C van die Ooreenkoms gepubliseer by Goewermentskennissgewing No. R. 1794 van 3 September 1982 en op die werkgewers van sodanige werknemers.

(3) Ondanks andersluidende bepalings hierin, is hierdie Ooreenkoms nie op handelsreisigers, verkoopsmanne en klerke, uitgesonderd versendingsklerke, van toepassing nie.

2. KLOUSULE 4: LONE EN LOONSKALE

In paragraaf (a) van subklousule (7) vervang die uitdrukking "6 Julie 1992" deur die uitdrukking "23 Julie 1993".

3. KLOUSULE 5: WERKURE

In paragraaf (b) van subklousule (10), vervang die uitdrukking "R50,00" deur die uitdrukking "R100".

4. KLOUSULE 8: VAKANSIEDAE, JAARLIKSE EN KRAAMVERLOF

(1) Hernommer die bestaande subklousules (10) en (11) tot onderskeidelik (11) en (12).

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

"(10) In die geval waar 'n werknemer sy pos verloor weens personeelbesnoeiing, word sodanige werknemer op 'n *pro rata*-grondslag een twaalfde van die vakansiebonus bedoel in paragraaf (a) van subklousule (9) betaal vir elke maand diens wat in die kalenderjaar ten gunste van die werknemer opgehoop het.

Ten einde die *pro rata*-bonus te bereken wat ingevolge hierdie subklousule betaalbaar is, word diens van 'n halwe maand of meer gereken as diens van 'n volle maand, en beteken "'n halwe maand" enige 15 agtereenvolgende kalenderdae, ongeag werkdag.

(3) Voeg die volgende nuwe subklousule (12) in:

"(12) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word 'n vroulike werknemer wat met kraamverlof gaan 'n bedrag betaal gelyk aan 20% van die besoldiging wat sy in 13 weke sou verdien het, bereken teen die loon wat sy verdien onmiddellik voordat sy met kraamverlof gaan, onderworpe aan die volgende voorwaardes:

(a) Die werknemer moet nadat sy na kraamverlof diens hervat, 'n minimum van 12 maande diens by haar werkgewer voltooi.

(b) In die geval waar die werknemer haar diens beëindig, of haar werkgewer haar diens beëindig om ander redes as personeelbesnoeiing, voor die voltooiing van die 12 maande diens bedoel in paragraaf (a), is die werknemer verplig om die bedrag wat as kraamverlofbesoldiging betaal is, aan haar werkgewer terug te betaal.

(b) in the Republic of South Africa, excluding the port and settlement of Walvis Bay, on the operations set forth in paragraph (1) (b) and (c) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice No. R. 1794 of 3 September 1982, in so far as they relate to the said Section; and

(c) in the Magisterial Districts of Bellville, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial Districts of Durban, Goodwood, Johannesburg and The Cape, on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of the said Agreement.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed in Annexure C to the Agreement published under Government Notice No. R. 1794 of 3 September 1982 and to the employers of such employees.

(3) Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall not apply to travellers, salesmen and clerical employees other than despatch clerks.

2. CLAUSE 4: WAGES AND RATES

In paragraph (a) of (7), substitute expression "23 July 1993" for the expression "6 July 1992".

3. CLAUSE 5: HOURS OF WORK

In paragraph (a) of subclause (10), substitute the expression "R100" for the expression "R50,00".

4. CLAUSE 8: HOLIDAYS, ANNUAL AND MATERNITY LEAVE

(1) Renumber the existing subclauses (10) and (11) to read (11) and (12), respectively.

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

"(10) In the event of an employee being re-trenched, such employee shall be paid, on a *pro-rata* basis, one-twelfth of the holiday bonus referred to in paragraph (a) of subclause (9) for each month of employment which has accrued to the employee in the calendar year.

For the purposes of calculating the *pro-rata* bonus due in terms of this subclause, employment for half a month or more shall be reckoned as employment for a full month, and "half a month" shall mean any 15 consecutive calendar days, irrespective of working days."

(3) Insert the following new subclause (12):

"(12) Notwithstanding anything to the contrary in this Agreement, a female employee proceeding on maternity leave shall be paid an amount equal to 20% of the remuneration she would have earned in 13 weeks, calculated at the wage she is earning immediately prior to her proceeding on maternity leave, subject to the following conditions:

(a) The employee on recommencing employment after maternity leave shall complete a minimum of 12 months' service with her employer.

(b) In the event of the employee terminating her services, or her employer terminating her services for reasons other than retrenchment, prior to the completion of the 12 months' service referred to in paragraph (a), the employee shall be obliged to repay to her employer the amount paid as maternity leave pay.

(c) Voordat sy met kraamverlof gaan, moet die werknemer haar werkgever 'n skriftelike onderneming gee dat, in die geval waar sy haar diens beëindig, of haar diens beëindig word om ander redes as personeelbesnoeiing, voor die voltooiing van die 12 maande diens bedoel in paragraaf (a), sy die bedrag wat sy aldus as kraamverlofbesoldiging ontvang het, sal terugbetaal, of haar werkgever sodanige bedrag kan aftrek van gelde aan haar verskuldig.

(d) Hierdie subklousule tree op 1 Januarie 1994 in werking."

5. AANHANGSEL C

Vervang klousule 1 deur die volgende:

"1. LONE

	Kolom A	Kolom B
	Per week	Per week
	R	R
(a) Voorman.....	323,28	355,61
(b) Magasynmeester	206,74	227,41
(c) Versendingsklerk	206,74	227,41
(d) Verpakker.....	159,98	175,98
(e) Drywer van 'n afleweringvoertuig waarvan die onbelaste massa—		
(i) hoogstens 2 722 kg is.....	174,04	191,44
(ii) meer as 2 722 kg maar hoogstens 4 536 kg is.....	245,62	270,18
(iii) meer as 4 536 kg is.....	284,53	312,98
Vurkhyserdrywer	284,53	312,98
(f) Nagwag	174,04	191,44
(g) Algemene werker	159,98	175,98
(h) Gekwalifiseerde werknemers:		
(i) Snyer, klas I.....	261,15	287,27
(ii) Snyer, klas II.....	199,03	218,93
(iii) Masjienwerkers betrokke by alle naaimasjienwerkzaamhede	206,34	226,97
(iv) Skawers	174,04	191,44
(v) Splitters	174,04	191,44
(vi) Handsakraamwerkers	199,03	218,93
(vii) Werknemers graad I	159,98	175,98
(viii) Werknemers graad II	159,98	175,98
(i) Leerlinge wat werkzaam is in die kategorieë waarvoor lone (h) hierbo voorgeskryf word:		
Gedurende die eerste ses maande ondervinding	112,96	124,26
Gedurende die tweede ses maande ondervinding	125,57	138,13
Gedurende die derde ses maande ondervinding	139,78	153,76
Met dien verstande dat 'n volwasse werknemer wat minder as 12 maande ondervinding het, nogtans geag word 12 maande ondervinding te hê."		

Namens die partye op hede die 12de dag van Augustus 1993 te Port Elizabeth onderteken.

M. T. HOFFMANN,

Lid van die Raad.

M. A. MATHONSI,

Lid van die Raad.

L. M. VAN LOGGERENBERG,

Hoofsekretaris van die Raad.

(c) The employee shall give her employer a written undertaking prior to her proceeding on maternity leave that, in the event of her terminating her services, or her services being terminated for reasons other than retrenchment, prior to the completion of the 12 months' service referred to in paragraph (a), she will repay, or her employer may deduct from monies due, the amount she so received for maternity leave pay.

(d) The provisions of this subclause shall come into operations as from 1 January 1994."

5. ANNEXURE C

Substitute the following for clause 1:

"1. WAGES

	Column A	Column B
	Per week	Per week
	R	R
(a) Foreman.....	323,28	355,61
(b) Storeman	206,74	227,41
(c) Despatch clerk.....	206,74	227,41
(d) Packer	159,98	175,98
(e) Driver of a delivery vehicle, the unladen mass of which—		
(i) does not exceed 2 722 kg	174,04	191,44
(ii) exceeds 2 722 kg, but does not exceed 4 536 kg	245,62	270,18
(iii) exceeds 4 536 kg	284,53	312,98
Fork-lift driver	284,53	312,98
(f) Night watchman	174,04	191,44
(g) General worker	159,98	175,98
(h) Qualified employees:		
(i) Cutter, Class I.....	261,15	287,27
(ii) Cutter, Class II.....	199,03	218,93
(iii) Machinists engaged on all sewing machine operations	206,34	226,97
(iv) Skivers	174,04	191,44
(v) Splitters	174,04	191,44
(vi) Handbag framers.....	199,03	218,93
(vii) Grade I employees	159,98	175,98
(viii) Grade II employees	159,98	175,98
(i) Learners employed in the categories for which wages are prescribed in (h) above:		
During the first six months of experience	112,96	124,26
During the second six months of experience	125,57	138,13
During the third six months of experience	139,78	153,76
Provided that an adult employee who has had less than 12 months' experience shall nevertheless be deemed to have had 12 months' experience."		

Signed at Port Elizabeth, on behalf of the parties, this 12th day of August 1993.

M. T. HOFFMANN,

Member of the Council.

M. A. MATHONSI,

Member of the Council.

L. M. VAN LOGGERENBERG,

Secretary of the Council.

No. R. 571 25 Maart 1994**WET OP ARBEIDSVERHOUDINGE, 1956****LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA:
WYSIGING VAN OOREENKOMS VIR DIE HAND-
SAKSEKSIE**

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskenningsgewings Nos. R. 1794 van 3 September 1982, R. 2481 van 11 November 1983, R. 2023 van 14 September 1984, R. 2760 van 13 Desember 1985, R. 2714 van 24 Desember 1986, R. 2609 van 20 November 1987, R. 2314 van 18 November 1988, R. 572 van 31 Maart 1989, R. 1950 van 17 Augustus 1990, R. 3052 van 4 Januarie 1991, R. 2421 van 28 Augustus 1992 en R. 971 van 4 Junie 1993, van krag is met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1994 eindig.

L. WESSELS,
Minister van Mannekrag.

No. R. 581 25 Maart 1994**WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN GOEWERMMENTSKENNIS-
GEWING****BOUNYWERHEID (TRANSVAAL)**

Ek, Leon Wessels, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermmentskennisgewing No. R. 298 van 18 Februarie 1994 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

L. WESSELS,
Minister van Mannekrag.

No. R. 582 25 Maart 1994**WET OP ARBEIDSVERHOUDINGE, 1956****BOUNYWERHEID (TRANSVAAL):
HOOFOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1996 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

No. R. 571 25 March 1994**LABOUR RELATIONS ACT, 1956****LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA: RENEWAL OF AGREEMENT FOR THE
HANDBAG SECTION**

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (1) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 1794 of 3 September 1982, R. 2481 of 11 November 1983, R. 2023 of 14 September 1984, R. 2760 of 13 December 1985, R. 2714 of 24 December 1986, R. 2609 of 20 November 1987, R. 2314 of 18 November 1988, R. 572 of 31 March 1989, R. 1950 of 17 August 1990, R. 3052 of 4 January 1991, R. 2421 of 28 August 1992 and R. 971 of 4 June 1993, to be effective with effect from the date of publication of this office and for the period ending 30 June 1994.

L. WESSELS,
Minister of Manpower.

No. R. 581 25 March 1994**LABOUR RELATIONS ACT, 1956****CANCELLATION OF GOVERNMENT NOTICE****BUILDING INDUSTRY (TRANSVAAL)**

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 298 of 18 February 1994 with effect from the second Monday after the date of publication of this notice.

L. WESSELS,
Minister of Manpower.

No. R. 582 25 March 1994**LABOUR RELATIONS ACT, 1956****BUILDING INDUSTRY (TRANSVAAL):
MAIN AGREEMENT**

I, Leon Wessels, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1996, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1.1.1 (i), 2, 13, 14.6.4.4, 14.9, 20, 22, 23, 24 en 25 van Hoofstuk 1, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1996 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

BOUNYWERHEIDSRAAD (TRANSVAAL)

OOREENKOMS

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

Master Builders' Association (Transvaal South)

Bou-industrieë Assosiasie (Transvaal Noord)

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

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

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

Construction and Allied Workers' Union

Building, Construction and Allied Workers' Union

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

wat die partye is by die Bounywerheidsraad (Transvaal).

HOOFSTUK I

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet in die Bou- en die Dimensioneleklipnywerheid nagekom word—

- 1.1.1 (i) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers wat lede is van die vakverenigings—

- (ii) (a) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Brits (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km van die Hoofposkantoor, Pretoria, val), Cullinan (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km van die Hoofposkantoor, Pretoria, val), Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg (Transvaal), Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank en Wonderboom;

- (b) in die landdrostdistrik Bethal (met inbegrip van die gedeelte van die landdrostdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostdistrik Bethal geval het).

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1.1.1 (i), 2, 13, 14.6.4.4, 14.9, 20, 22, 23, 24 and 25 of Chapter 1, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

BUILDING INDUSTRY COUNCIL (TRANSVAAL)

AGREEMENT

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

Master Builders' Association (Transvaal South)

Building Industries' Association (Transvaal North)

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

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

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

Construction and Allied Workers' Union

Building, 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 Council (Transvaal).

CHAPTER 1

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

- (ii) (a) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Brits (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), Cullinan (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg (Transvaal), Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom;

- (b) in the Magisterial District of Bethal (including that portion of the Magisterial District of Highveld Ridge which, prior to 1 March 1979, fell within the Magisterial District of Bethal).

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms —

- 1.2.1 slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;
- 1.2.2 van toepassing op vakleerlinge en kwekelinge;
- 1.2.3 van toepassing op voormanne en algemene voormanne;
- 1.2.4 nie van toepassing op klerke en administratiewe personeel nie;
- 1.2.5 nie van toepassing nie op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebere in geboue, of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werkgewer onderneem word wat onder die jurisdiksie van 'n ander Nywerheidsraad val;
- 1.2.6 nie van toepassing nie op universiteitstudente of technikonstudente en gegradueerdes in die bouwetenskap, en konstruksietoesighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- 1.2.7 nie van toepassing nie op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika;
- 1.2.8 onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bounywerheid en die Meubelnywerheid; en
- 1.2.9 nie van toepassing nie op werknemers wat in die Bounywerheid betrokke is by die oprigting van nuwe behuising van minder as 50 vierkante meter. Hierdie klousule is eger nie van toepassing op massa-behuisingskontrakte nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

2.1 Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk wat op 31 Januarie 1996 eindig of vir die tydperk wat hy bepaal.

2.2 Ondanks die bepalings van klousule 2.1 hiervan moet die partye met tussenposes van 12 maande gedurende die geldigheidsduur van hierdie Ooreenkoms, lone herbeding.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die sinsverband beteken —

“**werklike loon**” die loon per uur wat 'n werkgewer werklik aan 'n werknemer betaal ten opsigte van die gewone werkure;

“**hulpambag**” 'n ambag wat in enige ander nywerheid as geskoold beskryf word;

“**Wet**” die Wet op Arbeidsverhoudinge, 1956;

“**vakleerling**” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, of enige ander toepaslike wet geregistreer is of geag word geregistreer te wees en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

“**Gebied A**” die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Brits (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km van die Hoofposkantoor, Pretoria, val), Cullinan (uitgesonderd daardie gedeelte

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

1.2.1 apply only to those classes of employees for whom wages are prescribed in this Agreement;

1.2.2 apply to apprentices and trainees;

1.2.3 apply to foremen and general foremen;

1.2.4 not apply to clerical employees and administrative staff;

1.2.5 not apply to persons who are engaged in the installation or wiring of lighting, heating or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings when such work is undertaken by an employer falling under the jurisdiction of another Industrial Council;

1.2.6 not apply to university or technikon students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

1.2.7 not include the Iron, Steel, Engineering and Metallurgical industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;

1.2.8 be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and the Furniture Industry; and

1.2.9 not apply to employees engaged in the Building Industry on new housing of less than 50 square metres. However, this clause shall not apply to mass housing contracts.

2. PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for the period ending 31 January 1996 or for such period as may be determined by him.

2.2 Notwithstanding the provisions of clause 2.1 hereof, the parties shall renegotiate remuneration at intervals of 12 months during the currency of this Agreement.

3. DEFINITIONS

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

“**actual wage**” means the wage rate per hour which an employer actually pays an employee in respect of the ordinary hours of work;

“**ancillary trade**” means any trade defined as skilled in any other industry;

“**Act**” means the Labour Relations Act, 1956;

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

“**Area A**” means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Brits (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), Cullinan (excluding that portion

wat buite 'n straal van 32,18 km van die Hoofposkantoor, Pretoria, val), Germiston, Johannesburg, Kempton Park, Krugersdorp, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging en Wonderboom;

"Gebied B" die landdrosdistrikte Delmas, Heidelberg (Transvaal), Klerksdorp, Nigel, Oberholzer, Potchefstroom en Westonaria;

"Gebied C" die landdrosdistrikte Balfour, Bethal (insluitende daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrosdistrik Bethal geval het), Middelburg (Transvaal) en Witbank.

"ambagsman" 'n werknemer wat in 'n nie-aangewese ambag in diens is en wat die werk omskryf in klousule 2 van Hoofstuk 2 mag verrig, en wat alle voorgeskrewe kursusse by 'n praktiese institusionele opleidingsentrum vir 'n besondere ambag suksesvol voltooi het en wat die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het en wat die voorgeskrewe vaktoets geslaag het;

"blok" 'n bouwerkeenhed waarvan die afmetings groter is as 300 mm × 100 mm × 75 mm;

"Bouwyerheid" sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderafdelings daarvan:

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakke of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of 'n ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word nie;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk en steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisie-materiaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erdepypriole;

dakpoleerwerk, wat poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings in hout- of metaaldeure, -venters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie, en ook rakkaste, kombuis-kaste of ander kombuis-toebehore wat as 'n permanente deel van die gebou aangebring word;

which falls outside a radius of 32,18 km of the General Post Office, Pretoria), Germiston, Johannesburg, Kempton Park, Krugersdorp, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging and Wonderboom;

"Area B" means the Magisterial District of Delmas, Heidelberg (Transvaal), Klerksdorp, Nigel, Oberholzer, Potchefstroom and Westonaria;

"Area C" means the Magisterial District of Balfour, Bethal (including that portion of the Magisterial District of Highveld Ridge which, prior to 1 March 1979 fell within the Magisterial District of Bethal), Middelburg (Transvaal) and Witbank;

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

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

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

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

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

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

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

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

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap, en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte of kunsklip of kunsmarmer, palveiwark, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame en metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte materiaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurekalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en spuitverfwerk, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die voornoemde werksaamhede, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny- en afwerkmasjinerie, voorafgegiëte of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit:

Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

staalwapening en/of staalkonstruksie, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, dwarslêers, staalbalke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

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

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

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

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

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

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

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

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

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

houtwerk, wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjienering, draaiwerk, houtsnywerk, die bedekking van alle soorte dakke, die aanbring van klank- en akoestiek materiaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjinerie, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, dit uitgesluit moet word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"kleedkamer" 'n geskikte afdak, kamer of soortgelyke bevreëdigende akkommodasie met 'n minimum skoonvloerruimte van sewe vierkante meter, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoon gehou word en wat stewig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se klere te verskaf; en so 'n kleedkamer mag vir geen ander doel gebruik word nie as om daarin te verkleed en om die werknemers se klere veilig daarin te bewaar;

"Raad" die Bounywerheidsraad (Transvaal), geregistreer ingevolge artikel 19 van die Wet;

"dienskontrak" die amptelike kontrak ingevolge waarvan 'n 'kwekeling-ambagsman' of 'kwekeling-werknemer (gespesifiseerde ambagte)' in diens is en deur die werkgever soos voorgeskryf in Bylae A of B van hierdie Ooreenkoms opgelei word;

"bydraes" enige bydraes wat die werkgever of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal, en het "heffings" dieselfde betekenis;

"vakman" 'n werknemer wat in 'n aangewese ambag in diens is en wat as sodanig die werk omskryf in klousule 3 van Hoofstuk 2, mag verrig, wat alle voorgeskrewe kursusse vir 'n bepaalde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidings tydperk suksesvol voltooi het;

"dag" die tydperk van 24 uur van middernag tot middernag;

"noodwerk" enige werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker, of ander werk wat dringend noodsaaklik is en wat nie voorsien of vermy kon word nie;

"werknemer" enige persoon wat in diens is by of werk verrig vir enige werkgever en beloning ontvang of geregtig is om dit te ontvang, en enige ander persoon hoegenaamd wat op enige wyse help om die besigheid van 'n werkgever voort te sit of te dryf; en het "in diens" en "diens" ooreenstemmende betekenis;

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

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

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

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

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

"contributions" means any payment which the employer or employees is liable to pay to the Council in terms of this Agreement, and "levies" shall have a corresponding meaning;

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

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

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

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

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

"noodsaaklike dienste" alle werk wat noodwendig verrig moet word ten einde die beoefening of bedryf van enige ander nywerheid, saak of onderneming te verseker, of enige dringende aangeleentheid wat nie gedurende die gewone werkure in klousule 8 voorgeskryf, verrig kan word nie;

"voorman" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Hoofsaaklik in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan verrig;
- (b) werk aan ander werknemers onder sy beheer en toesig uitdeel;
- (c) dissipline handhaaf;
- (d) regstreeks aan 'n algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein(e);

"algemene voorman" 'n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou en wie se pligte een of meer van die volgende werksaamhede insluit:

- (a) Toesighouding;
- (b) hantering van 'n kontrak of kontrakte;
- (c) handhawing van dissipline;
- (d) verantwoordelikheid aan die werkgewer vir doeltreffendheid en produksie op die terrein(e);
- (e) verrigting van geskoolde werk, hetsy in die hoedanigheid van instrukteur of andersins;

"slegs-arbeid-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word vir slegs die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 4 van Hoofstuk 1 gestel, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer, verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

"slegs-arbeid-kontrakteur" iemand wat 'slegs-arbeid'-kontrakwerk onderneem;

"heffings" enige betaling wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal; en het "bydraes" dieselfde betekenis;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat gemaak is van beton, baksteen, hout, yster of 'n kombinasie daarvan, wat stewig toegesluit kan word, waarvan alle vensters, bolygtes en ander openinge behoorlik van diefstaling voorsien is en wat geheel en al so gebou is dat die gereedskap en kleres van werknemers te eniger tyd veilig daarin bewaar kan word;

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 9 van Hoofstuk 1 voorgeskryf word;

"persoon/personne" ook—

- (a) 'n maatskappy wat opsigself 'n regspersoon is of kragtens enige wet as sodanige geregistreer is; of
- (b) enige liggaam van persone, hetsy 'n regspersoon al dan nie;

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

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

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

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

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

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

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

"levies" means any payment which the employer or employee is liable to pay to the Council in terms of this Agreement; and "contributions" has a corresponding meaning;

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

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 9 of Chapter 1;

"person/s" includes—

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

"stukwerk" 'n werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;

"produksieprestasiiekriteria (PPK)" die prestasiestandaarde wat die kwekeling vir elke taak maak bereik gedurende sy indiensopleiding;

"beloning" 'n betaling in kontant aan enige persoon gemaak of aan hom verskuldig na opleiding van en wat, sonder om die gewone betekenis daarvan te beperk, alle bydraes insluit waarvoor in hierdie Ooreenkoms voorsiening gemaak word; en het "beloon" 'n ooreenstemmende betekenis;

"Sekretaris" die Skerretaris van die Raad, en omvat dit 'n beampde wat deur die Raad benoem word om namens die Sekretaris op te tree;

"halfgeskoolde werknemer" 'n werknemer (gespesifiseerde ambag), vakleerling, en kwekeling-ambagsman;

"geskoolde werknemer" 'n algemene voorman, voorman, vakman, ambagsman en 'n werknemer wat 'n hulp-ambag verrig;

"geskoolde werk" werk wat in die Bou- en Dimensionele Klipnywerheid verrig kan word deur werknemers soos omskryf onder 'geskoolde werknemer' en 'halfgeskoolde werknemer';

"werknemer (gespesifiseerde ambag)" 'n werknemer wat in 'n gespesifiseerde ambag in diens is en wat werk soos omskryf in klousule 1 van Hoofstuk 2 mag verrig, en wat die voorgeskrewe kursusse vir die gespesifiseerde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidings tydperk suksesvol voltooi het;

"bouwerk" ook mure, grens-, tuin- en keermure, die voorsiening van klip vir bedekking, vloere, monumente en aanvullingsitems;

"geskikte slaapplek" 'n waterdigte onderdak wat stewig toegesluit kan word, met 'n geskikte vloer en die nodige geskikte wasgeriewe, voubeddens, matrasse en aparte toiletgeriewe;

"kwekeling-ambagsman" 'n werknemer wat as sodanig by die Raad geregistreer is en by sy werkgewer in diens is ooreenkomstig 'n dienskontrak, wat geskoolde werk ten opsigte van nie-aangewese ambagte omskryf in klousule 2 van Hoofstuk 2, mag verrig en wat nie ingevolge die bepalings daarvan vir 'n vakleerlingskap kwalifiseer nie;

"kwekeling-werknemer (gespesifiseerde ambag)" 'n werknemer wat as sodanig by die Raad geregistreer is, wat in diens is ooreenkomstig 'n dienskontrak en wat geskoolde werk mag verrig in enigiens van die gespesifiseerde ambagte omskryf in klousule 1 van Hoofstuk 2 waarvoor hy as sodanig geregistreer is, en wat nie vir 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, kwalifiseer nie;

"opleidingsprestasiiekriteria (OPK)" die prestasiestandaarde wat die kwekeling vir elke taak moet bereik gedurende sy institusionele opleiding;

"loon" die gedeelte van die besoldiging wat ingevolge klousule 4 van Hoofstuk 1 in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure in klousule 9 van Hoofstuk 1 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 van Hoofstuk 1 voorgeskryf word, dit sodanige hoër bedrag beteken (by die toepassing van hierdie omskrywing beteken "gereeld" twee opeenvolgende betalings);

"piece-work" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

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

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

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

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

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

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

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

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

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

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

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

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

"wage" means that portion of the remuneration payable to an employee in terms of clause 4 of Chapter 1 in respect of the ordinary hours laid down in clause 9 of Chapter 1: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of Chapter 1, it means such higher amount; (for the purposes of this definition, "regularly" means two consecutive payments);

"natweerskuiling" 'n skuiling wat van weerbestande materiaal gebou is en wel op so 'n manier dat die okkuperders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

"werkweek" van Maandag tot Vrydag.

(Sien ook Hoofstukke 2 en 3 vir verdere omskrywings.)

4. VOORGESKREWE LONE

4.1 *Algemeen:* Geen lone wat laer is as dié hieronder genoem, gelees met die res van die bepalings van hierdie klousule, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie.

4.1.1 Gekwalifiseerde geskoolde en halfgeskoolde werknemers:

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

"working week" means from Monday to Friday.

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

4. PRESCRIBED WAGE

4.1 *General:* No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause.

4.1.1 Qualified skilled and semi-skilled employees:

SKEDULE

Kategorie van werknemer	Loon per uur		
	Gebied		
	A	B	C
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Vakman	R 16,25	R 12,24	R 9,18
Ambagsman	12,20	9,27	6,94
Werknemer (gespesifiseerde ambag)	6,75	5,19	3,78
Ambagsman (skrynerwerker)(massavervaardiger)	12,20	9,27	6,94
Ambagsman (houtmasjienwerker)(massavervaardiging)	12,20	9,27	6,94
Skrynerwerkmonteerder (gespesifiseerde ambag)(massavervaardiging)	6,75	5,19	3,78
Masjienbediener (gespesifiseerde ambag)(massavervaardiging)	6,75	5,19	3,78

SCHEDULE

Category of employee	Wage per hour		
	Area		
	A	B	C
	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
Craftsman	R 16,25	R 12,24	R 9,18
Artisan	12,20	9,27	6,94
Specified skills employee	6,75	5,19	3,78
Artisan (joiner)(mass manufacturing)	12,20	9,27	6,94
Artisan (wood machinist)(mass manufacturing)	12,20	9,27	6,94
Specified skills joiner as assembler (mass manufacturing)	6,75	5,19	3,78
Specified skills machine operator (mass manufacturing)	6,75	5,19	3,78

4.1.2 Kwekeling-ambagsman: Nie-aangewese ambagte soos omskryf in klousule 2 van Hoofstuk 2.

4.1.2.1 Kwekelinge wat reeds die eerste periode militêre diens voltooi het:

4.1.2 Trainee artisan: Non-designated trades as defined in clause 2 of Chapter 2.

4.1.2.1 Trainees who have already completed the first period of military service:

SKEDULE

			Loon per uur		
			Gebied		
			A	B	C
Kategorie van werknemer			Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
			R	R	R
Aanvangsloon.....			5,49	4,17	3,12
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na suksesvolle voltooiing van indiensopleiding (produksieprestasiëriteria)			8,54	6,49	4,86
Na suksesvolle aflegging van voorgeskrewe vakttoets			12,20	9,27	6,94

SCHEDULE

			Wage per hour		
			Area		
			A	B	C
Category of employee			With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
			R	R	R
Commencing wage.....			5,49	4,17	3,12
After successful completion of institutional training (training performance criteria) and after successful completion of on-site training (production performance criteria)			8,54	6,49	4,86
After passing the prescribed trade test.....			12,20	9,27	6,94

4.1.2.2 Kwekelinge wat nie die eerste periode militêre diens voltooi het nie:

4.1.2.2 Trainees who have not completed the first period of military service:

SKEDULE

			Loon per uur		
			Gebied		
			A	B	C
Kategorie van werknemer			Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
			R	R	R
Aanvangsloon.....			4,88	3,71	2,78
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na suksesvolle voltooiing van indiensopleiding (produksieprestasiëriteria)			7,93	6,03	4,51
Na suksesvolle aflegging van voorgeskrewe vakttoets			12,20	9,27	6,94

SCHEDULE

Category of employee			Wage per hour		
			Area		
			A	B	C
			With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
Commencing wage.....			R 4,88	R 3,71	R 2,78
After successful completion of institutional training (training performance criteria) and after successful completion of on-site training (production performance criteria).....			7,93	6,03	4,51
After passing the prescribed trade test.....			12,20	9,27	6,94

4.1.3 Kwekeling-werknemer (gespesifiseerde ambag): Gespesifiseerde ambagte soos omskryf in kousule 1 van Hoofstuk 2:

4.1.3 Trainee (specified skills employee): Specified skills as defined in clause 1 of Chapter 2:

SKEDULE

Kategorie van werknemer			Loon per uur		
			Gebied		
			A	B	C
			Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Aanvangsloon.....			R 5,06	R 3,81	R 2,86
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasië-kriteria) en na verdere drie maande diens			6,75	5,19	3,78

SCHEDULE

Category of employee			Wage per hour		
			Area		
			A	B	C
			With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
Commencing wage.....			R 5,06	R 3,81	R 2,86
After successful completion of institutional training (training performance criteria) and after a further three months' service			6,75	5,19	3,78

4.1.4 Die volgende bedrae moet by die werklike loon wat elke werknemer op die datum van publikasie van hierdie Ooreenkoms ontvang het, gevoeg word:

4.1.4 The following amounts shall be added to the actual wage received by every employee at the date of publication of this Agreement:

Kategorie van werknemer	Per uur		
	Gebied		
	A	B	C
Vakman 0,43	R 0,77	R 0,58	R 0,58
Ambagsman	0,77	0,58	0,43
Werknemer gespesifiseerde ambag)	0,62	0,47	0,35

4.1.5 Werkgewers wat voor die inwerkingtreding van hierdie Ooreenkoms lone op 'n vrywillige basis aangepas het, kan sodanige verhogings wat na 11 Oktober 1993 aan werknemers toegestaan is, van die bedrae genoem in klousule 4.1.4 van hierdie hoofstuk aftrek.

4.2 *Opskorting van diens van werknemers:* 'n Werkgewer moet behoudens klousule 9.3 'n werknemer wie se diens hy tydelik opgeskort het, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat so 'n werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige tydperk van opskorting gewerk het: Met dien verstande dat hierdie klousule nie van toepassing is nie op werknemers wie se diens opgeskort is as gevolg van gure weerstoestande of in gevalle waar die voortgang van werk onderbreek is deur 'n natuurkrag of oormag, brand, burgerlike onluste, staking, vyandelikhede, onwettige saamspan van werksmense, terrorisme, ontploffing en/of soortgelyke noodtoestand.

4.3 *Behoud van besoldiging:* Niks in hierdie Ooreenkoms moet die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgewer verrig.

4.4 *Differensiële lone:* 'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoogste loon besoldig word: Met dien verstande dat wanneer 'n werknemer drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal moet word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

4.5 *Gereedskaptoelaes:* 'n Werkgewer moet aan 'n geskoolde werknemer wat in diens is by die vervaardiging en installering van doelgemaakte skrynwerkstukke, 'n toelaes van 10c per uur betaal terwyl hy aldus werksaam is.

5. STUKWERK

Die uitbesteding van werk deur werkgewers of die uitvoering van werk deur werknemers op 'n stukwerkgrondslag of 'n ander betaalstelsel vir arbeid waar die besoldiging van 'n werknemer gedeeltelik of in die geheel bereken word op die hoeveelheid of omvang van die werk wat verrig word, word toegelaat: Met dien verstande dat 'n werknemer wat op genoemde grondslag besoldig word, nie minder betaal moet word nie as waarop hy geregtig sou gewees het indien hy as 'n uurliks besoldigde werknemer gewerk het.

6. BETALING VAN LONE, TOELAES EN OORTYDVERDIENSTE

6.1 *Algemeen:* Lone, verdienste vir oortyd, toelaes ingevolge hierdie Ooreenkoms en alle ander vergoeding wat verskuldig is aan 'n werknemer, moet in kontant of per tjek betaal word of mag in werknemers se rekeninge by 'n finansiële instelling inbetaal word. Gemelde beloning mag weekliks, tweeweekliks of maandeliks betaal word, afhange van die ooreenkoms tussen werknemer en werkgewer.

Category of employee	Per hour		
	Area		
	A	B	C
Craftsman.....	R 0,77	R 0,58	R 0,43
Artisan	0,77	0,58	0,43
Specified (employee skills).....	0,62	0,47	0,35

4.1.5 Employers who had adjusted wages on a voluntary basis prior to enactment of this Agreement may deduct any such increases granted to employees after 11 October 1993 from the amounts stated in clause 4.1.4. of this chapter.

4.2 *Suspension of employees:* Subject to the provisions of clause 9.3 an employer shall pay to any of his employees whom he had temporarily suspended from work an amount equivalent to the wages and allowances which any such employee should have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this clause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or vis major, fire, riot, civil commotion, strike, hostilities, illegal combination of workmen, terrorism, explosion and/or similar emergency.

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

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

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

5. PIECE-WORK

The giving out by employers or the performance by employees of work on a piece-work basis, or any system of payment of labour by which earnings of an employee are based or calculated partly or wholly upon quantity or measurement of the work performed, is allowed: Provided that any employee remunerated on the above basis shall not be paid less than he would have been entitled to had he worked as an hourly paid employee.

6. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

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

6.2 *Wagtyd*: By beëindiging van diens moet 'n werkgewer so 'n werknemer alle lone, toelaes en ander besoldiging betaal tot tyd en wyl sodanige betaling gedoen word, ten opsigte van elke werkuur of gedeelte daarvan, vanaf die tydstop waarop diens beëindig word totdat die finale betaling gedoen word, en dié betaling moet nie later gedoen word nie as twee werkdae na diensbeëindiging:

Met dien verstande dat—

- (i) daar vir wagtyd van hoogstens 16 uur betaal word;
- (ii) daar nie vir wagtyd, benewens betaling in plaas van kennisgewing ingevolge klousule 11 van Hoofstuk 1, betaal word nie;
- (iii) 'n werknemer wat sy diens beëindig sonder om die vereiste kennis te gee en uit te dien, nie op betaling vir wagtyd geregtig is nie;
- (iv) 'n werknemer wat nie op kennisgewing ingevolge klousule 11 van Hoofstuk 1 geregtig is nie, slegs op wagtyd geregtig is as hy nie binne 16 werkure vanaf die tydstop waarop diens beëindig is, betaal word nie.

Vir die doeleindes van hierdie paragraaf word uitbetaling per geregistreerde pos geag behoorlike betaling te wees. Die betaaldatum word geag dieselfde te wees as die datum waarop die brief gepos is.

6.3 *Koeverte en besonderhede*: Elke werkgewer moet op die datum van elke betaling 'n staat aan die werknemer uitreik waarop besonderhede uiteengesit is van hoe die bruto besoldiging bereken is, watter aftrekkings gemaak is en die netto besoldiging betaalbaar, en sowel die waarde van die bydraes aandui wat die werkgewer aan die Raad oorbetal het, as die opgehoopde aantal bydraes tot en met die laaste dag ten opsigte van elke betaling gemaak.

6.4 *Oortyd*: Vir die doeleindes van hierdie Ooreenkoms moet alle tyd wat langer gewerk word as die getal gewone werkure wat in klousule 9 van hierdie hoofstuk voorgeskryf word, geag word oortyd te wees: Met dien verstande dat 'n werknemer vir oortyd teen oortydtariewe betaal moet word slegs nadat 'n werknemer 40 uur per week teen die gewone loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende die week waarin oortyd gewerk is, by 'n werkgewer in diens getree het en hy om dié rede nie in staat was om 40 uur per week te voltooi nie.

6.4.1 Ondanks bogenoemde bepaling moet 'n openbare vakansiedag wat binne 'n werkweek val, beskou word as tyd wat gewerk is vir die doel om oortyd soos hierbo te bereken.

6.4.2 'n Werknemer van wie vereis word om te werk buite die gewone ure voorgeskryf in klousule 9 hiervan, moet soos volg betaal word:

- (a) Een en 'n vyfde maal sy werklike loonskaal vir alle oortyd wat van Maandae tot Vrydae gewerk word, tot en met vyf uur;
- (b) een en 'n half maal sy werklike loonskaal vir alle oortyd wat langer as vyf uur van Maandae tot Saterdag gewerk word, tot en met 16 uur per week;
- (c) behoudens die bepalings van klousule 10.5 van hierdie hoofstuk teen twee maal die skaal van die werknemer se werklike loon vir alle oortyd gewerk op Sondae, Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Krugersdag, Werkersdag, Kersdag en die verloftydperk omskryf in klousule 10.3 van hierdie hoofstuk.

6.4.3 Die gewone werkure plus alle oortydure mag hoogstens 56 uur per kalenderweek beloop.

6.4.4 *Oortydbepalings*: Indien 'n werkgewer vereis dat sy werknemers oortyd werk, moet hy aan hulle minstens 16 uur kennis daarvan gee: Met dien verstande egter dat geen voorafkennisgewing vereis word om oortyd te werk nie wanneer werknemers noodsaaklike dienste verrig of wanneer dit as gevolg van noodwerk van werknemers vereis word om oortyd te werk.

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

Provided that—

- (i) waiting time shall not be paid for more than 16 hours;
- (ii) waiting time shall not be payable in addition to payment in lieu of notice in terms of clause 11 of Chapter 1;
- (iii) an employee who terminates his employment without having given and served the required notice shall not be entitled to payment for waiting time;
- (iv) an employee who is not entitled to notice in terms of clause 11 of Chapter 1 shall only be entitled to waiting time if he is not paid within 16 working hours from the time of termination of employment.

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

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

6.4 *Overtime*: For the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 9 of this chapter shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per week at his ordinary rate of wage, except in a case where an employee has started with an employer during the week in which overtime has been worked and for that reason has not been able to complete 40 hours per week.

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

6.4.2 Any employee who is required to work any time outside the ordinary hours prescribed in clause 9 hereof, shall be paid as follows:

- (a) One and a fifth times his actual rate of wage for all overtime worked from Mondays to Fridays, up to and including five hours;
- (b) one and a half times his actual rate of wage for all overtime worked in excess of five hours from Mondays to Saturdays, up to and including 16 hours per week;
- (c) subject to the provisions of clause 10.5 of this chapter, at double the rate of the employee's actual wage for all overtime worked on Sundays, New Year's Day, Good Friday, Family Day, Ascension Day, Workers' Day, Kruger Day, Christmas Day and the holiday period as prescribed in clause 10.3 of this chapter.

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

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

6.5 *Afwesigheid—openbare vakansiedae*: 'n Werknemer wat afwesig is van sy werk sonder sy werkgever se toestemming en/of as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon, op die werkdag onmiddellik voor of na 'n openbare vakansiedag met besoldiging in klousule 10 bedoel, is nie op betaling vir sodanige openbare vakansiedag geregtig nie.

6.5.1 *Aanmelding van nie-betaling*: 'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van hierdie Raad in aanmerking kom vir die betaling deur sy werkgever van lone en/of bydraes aan die Raad namens homself ingevolge die bepalings van die verskillende Fondse en wat nie ingevolge hierdie Ooreenkoms betaal is nie, moet sodanige nie betaling van lone of bydraes ingevolge klousule 2 van Hoofstuk 5 by die Raad aanmeld binne 10 weke vanaf die datum waarop sodanige versuim om te betaal plaasgevind het.

6.5.2 Waar die werknemer die nie-betaling binne die tydperk voorgeskryf in klousule 6.5.1 hiervan aangemeld het, is hy geregtig op betaling deur die Raad uit die waarborg wat gehou word ten opsigte van die werkgever wat versuim het om sodanige betaling te maak, maar slegs in soverre die geld beskikbaar is ingevolge sodanige waarborg.

6.5.3 'n Werknemer wat in gebreke bly om enige nie-betalings te rapporteer soos voorgeskryf, verbeur enige reg tot verhalings en die Raad tree nie teen 'n werkgever op ingevolge die Ooreenkoms se bepalings nie, tensy wanvoorstelling deur die werkgever bewys kan word.

6.5.4 Indien 'n werknemer dros of sy dienste beëindig sonder kennisgewing, moet die Raad, op aansoek deur 'n werkgever, die bedrag aan die werkgever verskuldig, wat gelyk is aan die vereiste kennisgewingstydperk, van die werknemer se vakansiegeld aftrek en aan die werkgever oorbetal.

6.6 *Skofwerk*: 'n Werkgever kan sy werknemers skofte laat werk: Met dien verstande dat daar in wese aan klousules 6 en 9 voldoen is.

7. REGISTRASIE VAN WERKNEMERS

7.1 Elke werkgever moet binne 'n tydperk van sewe dae vanaf die datum van indiensneming van 'n werknemer in die volgende klasse, sodanige werknemer by die Raad registreer, maar moet, ondanks bogenoemde bepalings, sodanige werknemer die besoldiging, toelaes en bydraes betaal wat ingevolge hierdie Ooreenkoms van toepassing is op die klas waarin die werknemer in diens geneem is, tensy 'n vrystelling verkry is:

Algemene voorman, voorman, vakman, ambagsman, kwekeling-werknemer (gespesifiseerde ambag), werknemer (gespesifiseerde ambag), kwekelingvakman, kwekeling-ambagsman.

7.1.1 'n Werknemer in diens in enigeen van die aange-wese ambagte soos omskryf in klousule 3 van Hoofstuk 2, wat—

in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en

die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en

in die vereiste vaktoets geslaag het; en

die Nasionale Tegniese Sertifikaat Deel II (N2) verwerf het,

moet as vakman geregistreer word.

6.5 *Absenteeism—public holidays*: An employee who absents himself without his employer's permission and/or due to illness without being able to produce a medical certificate on the working day immediately before or after a paid public holiday, referred to in clause 10, shall not be entitled to payment for such public holiday.

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

6.5.2 Where the employee has reported the non-payment within the period as prescribed in clause 6.5.1 hereof, he shall be entitled to payment by the Council from the guarantee held by it in respect of the employer who has failed to make such payment, and then only to the extent of moneys available in terms of such guarantee.

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

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

6.6 *Shift-work*: An employer shall be permitted to employ his employees on shift-work: Provided, however, that the provisions of clauses 6 and 9 have in essence been complied with.

7. REGISTRATION OF EMPLOYEES

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

General foreman, foreman, craftsman, artisan, trainee specified skills employee, specified skills employee, apprentice, trainee artisan.

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

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

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

has passed the required trade test; and

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

shall be registered as a craftsman.

7.1.2 'n Werknemer in diens in enigeen van die nie-aan-gewese ambagte soos omskryf in klousule 2 van Hoofstuk 2, wat—

in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende prak-tiese institusionele opleidingsentrum geslaag het; en

die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en

in die vereiste vaktoets geslaag het,

moet as ambagsman geregistreer word.

7.1.3 'n Werknemer in diens van enigeen van die aktiwi-teite omskryf in klousule 1 van Hoofstuk 2 te verrig, wat—

in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende prak-tiese institusionele opleidingsentrum geslaag het; en

die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk van minstens drie maande vol-tooi het,

moet as werknemer (gespesifiseerde ambag) geregi-streer word.

7.1.4 Die Raad kan van tyd tot tyd ander bykomende gespesifiseerde-ambagklasse bepaal.

7.1.5 Ondanks klousule 7.1 hiervan kan die Raad egter na goeddunke 'n aansoek van 'n individuele werkgewer om die registrasie van kwekeling-werknemers (gespesifiseerde ambag) weier, indien 'n ondersoek bewys dat die werkgewer nie die opleidingsvereistes van sodanige klas werknemer nagekom het nie.

7.2 Elke werkgewer wat 'n werknemer in diens neem om geskoolde werk te verrig, wat nie oor die nodige kwalifikasies beskik om sodanige werk te verrig nie, moet binne sewe dae na indiensneming die werknemer by die Raad registreer en moet—

(a) die voorgeskrewe vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, aangaan; of

(b) die dienskontrak vir 'n kwekeling-ambagsman wat in Bylae A van hierdie Ooreenkoms voorgeskryf word, aangaan; of

(c) die dienskontrak vir kwekeling-werknemer (gespesifi-seerde ambagte) wat in Bylae B van hierdie Ooreen-koms voorgeskryf word, aangaan; of

(d) die dienskontrak aangaan waarkragtens werknemers deur die werkgewer opgelei word in ambagte of vaardighede ten opsigte waarvan daar geen institusionele opleiding bestaan nie, en wat van tyd tot tyd deur die Raad voorgeskryf word.

7.3 'n Werkgewer moet 'n kwekeling of leerling betaal ooreenkomstig die vaardigheidsvlak wat bereik is en oor-eenkomstig die besoldiging en toelaes wat vir die suksesvolle voltooiing van die betrokke opleidingskursusse vasgestel is.

7.4 'n Werknemer in klousule 7.3 hiervan bedoel, wat nie 'n opleidingskursus suksesvol voltooi het nie, bly op die besoldigingsvlak eweredig aan die vaardigheidsvlak wat bereik is, en die werkgewer moet toegelaat word om sodanige werknemer in diens te hou op die voorwaardes wat van toepas-sing is.

7.5 Alle geskoolde en halfgeskoolde werknemers wat as sodanig by die Raad geregistreer is, behou hul bestaande status op die datum waarop hierdie Ooreenkoms in werking tree. Ondanks bostaande, kan die Raad egter 'n registrasie-sertifikaat wat aan enige klas werknemer uitgereik is, wysig of intrek en kan die werknemer aan wie 'n sertifikaat uitgereik was, herklassifiseer as die Raad oortuig is dat die oorspronk-like registrasie en klassifikasie van die betrokke werknemer verkeerdlik uitgereik was. Die besluit van die Raad is finaal en bindend.

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

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

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

has passed the required trade test,

shall be registered as an artisan.

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

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

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

shall be registered as a specified skills employee.

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

7.1.5 Notwithstanding the provisions of clause 7.1 hereof, the Council may, however, in its discretion refuse an applica-tion of an individual employer for the registration of trainee specified skills employees, should an investigation prove that the employer has not complied with the training requirements of such class of employee.

7.2 Every employer who employs an employee to perform skilled work, who is not in posession of the necessary quali-fications to perform such work, shall register the employee with the Council within seven days of the engagement and shall—

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

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

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

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

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

7.4 Any employee referred to in clause 7.3 hereof who has not successfully completed any training course/s shall remain at the level of remuneration commensurate with the level of skill attained, and the employer shall be permitted to continue employing such employee on the conditions appli-cable.

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

7.6 'n Werknemer van wie daar vereis word om hom by die Raad te laat registreer ingevolge hierdie Ooreenkoms, moet op versoek van 'n agent van die Raad die registrasiesertifikaat wat deur die Raad aan hom uitgereik is, toon.

7.7 Alle werknemers wat op 3 September 1990 as mees-tervakmanne geregistreer was, word vir die doeleindes van hierdie Ooreenkoms geag as vakmanne geregistreer te wees.

8. VERBODE DIENS

8.1 Behoudens klousule 7.1 van hierdie hoofstuk mag 'n werkgever nie toelaat dat 'n werknemer werk verrig waarvoor hy hom ingevolge klousule 7 van hierdie hoofstuk moet laat registreer nie, tensy sodanige werknemer in die regte klas geregistreer is.

8.2 'n Werknemer mag nie werk verrig waarvoor registrasie verpligtend is nie, tensy hy aldus geregistreer is.

8.3 Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat 'n persoon verbied om 'n werksaamheid te verrig, geag die werkgever van so 'n persoon vry te stel van die betaling van die voorgeskrewe lone en bydraes van 'n ambagsman wat hy sou moes betaal het, en van die nakoming van die voorwaardes wat hy sou moes nagekom het indien die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie, en die werkgever bly aanspreeklik om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

8.4 'n Werknemer wat by die Raad geregistreer is, of wat kwalifiseer vir registrasie in 'n hoër kategorie, moet binne 10 werksdae vanaf datum van indiensneming bewys aan sy werkgever lewer van sodanige hoë kwalifikasie, by gebreke waarvan die werknemer geag word 'n werknemer te wees in die kategorie waarin hy aanvanklik in diens geneem is.

9. WERKURE

9.1 Die gewone werkure wat deur alle werkgevers en werknemers nagekom moet word, is 40 uur in enige week, bereken teen hoogstens agt uur per dag van Maandae tot Vrydae.

9.2 Geen werknemer mag toegelaat word nie om langer as vyf uur op enige dag te werk sonder 'n pouse van minstens 30 minute.

9.3 *Korttyd*: Elke werkgever wat as gevolg van onvoldoende werk van 'n werknemer vereis om korttyd te werk, moet die Raad van sodanige besluit in kennis stel na ooreenkoms met sy werknemer om korttyd te werk.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

10.1 Die volgende dae word in die Nywerheid as betaalde openbare vakansiedae beskou wanneer sodanige vakansiedae op 'n werkdag val:

Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Werkersdag, Krugerdag en Kersdag.

10.2 'n Werknemer wat 48 weke in 'n jaar gewerk het en vir wie bydraes vir vakansiegeld betaal is, is geregtig op verlof van 20 ten volle betaalde werksdae per jaar.

10.3 Die verloftydperk is vier kalenderweke agtereenvolgende werksdae wat 'n aanvang neem op die Vrydag onmiddellik voor 16 Desember, of sodanige dag as wat die Raad bepaal, dog nie later as 16 Desember nie.

10.4 Geen werkgever mag van 'n werknemer vereis om gedurende die verloftydperk voorgeskryf by klousule 10.3 hiervan werk in die Nywerheid te verrig nie, en geen werknemer mag gedurende hierdie tyd werk verrig sonder dat goedkeuring van die Raad verkry is nie.

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

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

8. PROHIBITED EMPLOYMENT

8.1 Subject to the provisions of clause 7.1 of this chapter, no employer shall permit to an employee to perform work for which he is required to register in terms of clause 7 of this chapter, unless such employee is registered in the proper category.

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

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

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

9. HOURS OF WORK

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

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

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

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS

10.1 The following days shall be regarded as paid public holidays in the Industry when such holidays fall on a working day:

New Year's Day, Good Friday, Family Day, Ascension Day, Workers' Day, Kruger Day and Christmas Day.

10.2 An employee who has worked 48 weeks in any one year and for whom holiday pay contributions have been paid shall be entitled to 20 fully paid working days' leave per annum.

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

10.4 No employer shall require an employee to perform and no employee shall perform any work in the Industry during the holiday period prescribed in clause 10.3 hereof, without the permission of the Council being obtained.

10.5 Ondanks die bepalings van klousule 10.4 hiervan kan 'n werkgewer en sy werknemer ooreenkom om 'n maksimum tydperk van twee weke gedurende die jaarlikse verlof-tydperk te werk teen gewone skaal plus bydraes:

Met dien verstande dat geen werk verrig mag word gedurende die weke waarin Kersdag en Nuwejaarsdag val nie.

11. DIENSBEËINDIGING

11.1 Wanneer 'n werkgewer of 'n werknemer voornemens is om 'n dienskontrak te beëindig—

11.1.1 gedurende die eerste 65 werkdag diens, word geen kennisgewingstermyn vir die beëindiging van diens vereis nie;

11.1.2 na die eerste 65 werkdag diens, tot en met 24 maande diens, moet hy aan die ander party vyf werkdag kennis gee van die beëindiging van sodanige dienskontrak;

11.1.3 na 24 maande diens, tot en met 60 maande diens, moet hy die ander party 10 werkdag kennis gee van die beëindiging van sodanige dienskontrak;

11.1.4 na 60 maande diens, moet hy die ander party 20 werkdag kennis gee van die beëindiging van sodanige dienskontrak.

11.2 Ondanks bogenoemde bepalings kan die partye 'n skriftelike kontrak aangaan wat voorsiening maak vir 'n langer kennisgewingstermyn as die termyn wat hierbo bepaal is.

11.3 Kennisgewing van diensbeëindiging moet skriftelik gegee word.

11.4 Hierdie klousule raak nie die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig nie, en die bepalings aangaande verbeurings en boetes wat kragtens wet van toepassing is op 'n werknemer wat dros, word ook nie daardeur geraak nie.

11.5 'n Werkgewer moet by beëindiging van 'n dienskontrak, waar die werknemer se diens 65 werkdag oorskry, die werknemer van 'n dienssertifikaat voorsien wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die werknemer se loonskaal op die datum van sodanige beëindiging, vermeld.

11.6 Beide die werkgewer en die werknemer kan in plaas van die voorgeskrewe kennisgewing die toepaslike besoldiging aan die ander party betaal.

12. BEWARING VAN GEREEDSKAP

12.1 By alle werkterreine en werkwinkels waar die duur van die werk 12 kalenderweke oorskry, moet die werkgewer—

12.1.1 'n toesluitplek verskaf waarin die werknemer se gereedskap te alle tye toegesluit kan word;

12.1.2 toesien dat die toesluitplekke te alle tye behoorlik en/of stewig toegesluit gehou word;

12.1.3 toesien dat die gereedskap van 'n werknemer teen verlies weens brand verseker is.

12.2 Ondanks die tydperk in klousule 12.1 hiervan bedoel, is die werkgewer verantwoordelik vir die veilige bewaring van die werknemer se gereedskap.

13. AGENTE

13.1 Die Raad moet agente aanstel om behulpsaam te wees met die toepassing van hierdie Ooreenkom en moet sodanige agente van 'n sertifikaat voorsien wat deur die Sekretaris of 'n gemagtigde beampte geteken is.

10.5 Notwithstanding the provisions of clause 10.4 hereof, an employer and his employees may agree to work for a maximum period of two weeks during the annual holiday period at normal rate plus contributions.

Provided that no work shall be performed during the weeks in which Christmas Day and New Year's Day fall.

11. TERMINATION OF SERVICE

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

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

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

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

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

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

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

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

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

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

12. STORAGE OF TOOLS

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

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

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

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

12.2 Notwithstanding the period referred to in clause 12.1 hereof, the employer shall be responsible for the safekeeping of the employee's tools.

13. AGENTS

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

13.2 Voordat enige ondersoek ingevolge hierdie Ooreenkoms gedoen word, moet die agent, waar dit prakties moontlik is, die werkgewer of 'n verantwoordelike persoon in sy diens van sy voorneme in kennis stel.

13.3 Elkeen vir wie hierdie Ooreenkoms bindend is, moet na die beste van sy vermoë aan die agent hulp verleen om die agent in staat te stel om aan bogenoemde bepalings uitvoering te gee.

14. REGISTRASIE VAN WERKGEWERS

14.1 Elke werkgewer in die Nywerheid wat nie geregistreer is op die datum waarop hierdie Ooreenkoms in werking tree nie, moet hom binne een maand vanaf sodanige datum by die Raad laat registreer en elke werkgewer wat na die datum van inwerkingtreding van hierdie Ooreenkoms as 'n werkgewer in die Nywerheid optree, moet hom binne een maand vanaf die aanvangsdatum van optrede by die Raad laat registreer.

14.2 Elke werkgewer van wie vereis word om hom by die Raad te laat registreer, moet die volgende besonderhede op die voorgeskrewe vorm aan die Sekretaris verstrek:

- (a) Volle naam;
- (b) naam van besigheid;
- (c) besigheidsadres;
- (d) woonadres;
- (e) die ambag of ambagte wat hy in die Nywerheid beoefen.

14.3 Waar die werkgewer sake verrig as 'n vennootskap, 'n maatskappy of 'n beslote korporasie, moet die besonderhede ingevolge klousule 14.2 hiervan onderskeidelik ten opsigte van elke vennoot, direkteur of lid verstrek word.

14.4 Elke geregistreerde werkgewer moet die Raad binne 14 dae van enige verandering in die besonderhede in klousule 14.2 hiervan bedoel, skriftelik van sodanige verandering in kennis stel.

14.5 'n Geregistreerde werkgewer wat voornemens is om sy optrede as sodanig te staak, moet die Sekretaris van die Raad minstens 14 dae voor die datum waarop hy voornemens is om sy optrede te staak, skriftelik daarvan in kennis stel.

14.6 Elke werkgewer in die Nywerheid moet gelyktydig met sy aansoek om registrasie 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om die volgende betalings ten opsigte van sy werknemers te dek:

14.6.1 Indien die werkgewer sy werknemers op 'n weeklikse grondslag betaal, moet die waarborg twee weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en twee weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000,00 moet wees;

14.6.2 indien 'n werkgewer sy werknemer tweeweekliks betaal, moet die waarborg drie weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en drie weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van alle werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000,00 moet wees;

14.6.3 indien die werkgewer sy werknemers op 'n maandelikse grondslag betaal, moet die waarborg vyf weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en vyf weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R2 000,00 moet wees.

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

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

14. REGISTRATION OF EMPLOYERS

14.1 Every employer in the Industry who is not registered at the date of coming into operation of this Agreement shall, within one month from such date, and every employer who after the date of coming into operation of this Agreement operate as an employer in the Industry shall, within one month from such commencement of operation, register with the Council.

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

- (a) Full name;
- (b) trading name;
- (c) business address;
- (d) residential address;
- (e) the trade or trades which he is carrying on in the Industry.

14.3 Where an employer is carrying on business as a partnership, company or close corporation, the information in accordance with clause 14.2 hereof shall be furnished in respect of each partner, director or member, respectively.

14.4 Every registered employer shall notify the Council in writing of any change in the particulars referred to in clause 14.2 hereof, within 14 days of such change.

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

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

14.6.1 Where the employer pays his employees on a weekly basis, the guarantee shall cover two weeks' wages as prescribed in clause 4 of this chapter and two weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall not be less than R1 000,00;

14.6.2 where an employer pays his employees bi-weekly, the guarantee shall cover three weeks' wages as prescribed in clause 4 of this chapter and three weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R1 000,00;

14.6.3 where an employer pays his employees on a monthly basis, the guarantee shall cover five weeks' wages as prescribed in clause 4 of this chapter and five weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall not be less than R2 000,00.

14.6.4.1 Indien 'n werkgever die getal werknemers in sy diens op enige tyd uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgever binne 21 dae vanaf die datum waarop die Raad hom in kennis stel, of binne sodanige verdere tydperk as wat die Raad toelaat, die bedrag van sy waarborg verhoog tot die bedrag wat die Raad ooreenkomstig subklousule 14.6.1 hiervan weer bepaal het in verhouding tot die verhoogde getal werknemers.

14.6.4.2 Die Raad moet eweneens 'n werkgever toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in die diens van sodanige werkgever 'n vermindering regverdig: Met dien verstande dat so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgever skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg.

14.6.4.3 Geen vermeerding of vermindering van die bedrag van 'n waarborg ooreenkomstig klousules 14.6.4.1 en 14.6.4.2 mag met tussenposes van minder as ses maande vereis of toegelaat word nie.

14.6.4.4 Hierdie klousule is nie van toepassing nie op 'n lid van 'n werkgewersorganisasie wat 'n party by die Ooreenkoms is wat assuransiewaarborge verskaf.

14.7 Indien 'n werkgever sy waarborg ingedien het en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousule 2 van Hoofstuk 5 voldoen het nie, moet sodanige waarborg verbeur word aan die algemene fondse van die Raad en sy registrasie as werkgever gekanselleer word nadat die Raad hom daarvan verwittig het deur 'n geregistreerde brief na sy jongste bekende adres te stuur: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgever daarom aansoek doen en sy aansoek vergesel gaan van die nodige bewys ter staving van sy eis, asook bewys dat hy ten volle voldoen het aan hierdie Ooreenkoms, soos deur die Raad vereis, sodanige waarborg tesame met die rente wat daarop opgeloop het teen 'n koers soos van tyd tot tyd deur die Raad bepaal, aan sodanige werkgever kan terugbetaal.

14.8 Die Raad kan 'n gedeelte of die hele bedrag van 'n waarborg wat deur 'n werkgever betaal is, gebruik om 'n bedrag wat deur sodanige werkgever aan die Raad verskuldig is ten opsigte van toelaes, bydraes of lone verskuldig aan een of meer werknemers in diens by so 'n werkgever te betaal indien die Raad oortuig is dat sodanige toelaes, bydraes of lone aan die betrokke werknemers verskuldig en betaalbaar is.

14.9 Werkgevers kan deur hul werkgewersorganisasies 'n versekeringspolis uitneem om die dekking te verkry wat in klousule 14.6.1 hiervan beoog word.

14.10 Elke werkgever wat ingevolge hierdie klousule by die Raad geregistreer is of onderworpe is aan registrasie by die Raad, moet maandeliks 'n lys met die name en adresse van al die 'slegs-arbeid'-kontrakteurs by hom in diens aan die Raad verstrek.

15. KENNISGEWINGBORD

Elke werkgever moet wanneer hy bouwerk verrig wat langer as 'n maand duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon op 'n opvallende plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres van sodanige werkgever verstrek: Met dien verstande dat waar meer as een werkgever op die bouterrein optree, bostaande besonderhede van al die werkgevers op een gesamentlike kennisgewingbord kan verskyn.

14.6.4.1 In the event of any employer increasing the number of his employees at any time after the amount of his guarantee has been assessed by the Council, such employer shall, within 21 days of the date on which the Council notifies such employer, or within such further period as may be allowed by the Council, increase the amount re-assessed by the Council, in accordance with the provisions of clause 14.6.1 hereof, in relation to the increased number of employees.

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

14.6.4.3 No increase or reduction of the amount of any guarantee in accordance with the provisions of clauses 14.6.4.1 and 14.6.4.2 shall be required or permitted at intervals of less than six months.

14.6.4.4 This clause shall not apply to a member of one of the employers organisations which is a party to this Agreement which provide insurance guarantees.

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

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

14.9 Employers may through their organisations take out an insurance policy in order to obtain the cover as envisaged in clause 14.6.1 hereof.

14.10 Every employer who is registered or liable for registration with the Council in terms of this clause, shall submit to the Council on a monthly basis a list of the names and addresses of all the 'labour-only' contractors employed by him.

15. NOTICE-BOARD

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

16. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op elke werkterrein waar langer as ses maande gewerk word en by sy gewone besigheidsplek op 'n opvallende plek wat maklik vir al sy werknemers toeganklik is.

17. NATWEERSKUILING

17.1. By alle persele waar boubedryghede aan die gang is, moet werkgevers geskikte akkommodasie verskaf—

17.1.1 om as skuiling vir werknemers gedurende nat weer te dien;

17.1.2 om as kleedkamer te dien: Met dien verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 25 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleedkamer toelaat nie.

18. VERVERSINGS

Alle werknemers is geregtig op 'n pouse vir verversings van 20 minute per dag wat geneem word volgens ooreenkoms tussen werkgever en werknemer en wat geag word tyd gewerk te wees. Geskikte geriewe vir die doel om verversings voor te berei moet deur die werkgever verskaf word.

19. VRYSTELLINGS

19.1 Behoudens die voorbehoudsbepaling by artikel 51 (3) van die Wet kan die Raad om redes wat hy afdoende ag, skriftelik vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n persoon of persone verleen.

19.2 'n Vrystellingsertifikaat, onderteken deur die Sekretaris of 'n gemagtigde persoon, moet uitgereik word aan elkeen wat vrygestel word.

19.3 'n Vrystellingsertifikaat moet die voorwaardes meld waarop 'n vrystelling toegestaan is, die duur van sodanige vrystelling en die gebied waar dit van toepassing is.

19.4 Die Raad kan te eniger tyd 'n vrystellingsertifikaat wysig of intrek sonder om sy redes te verstrek: Met dien verstande dat skriftelike kennis van 10 werkdade aan die vrygestelde persoon gegee word.

20. REGTE VAN VAKVERENIGINGBEAMPTES

20.1 Beamptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkinkels met die doel om met werknemers wat op die terrein werk werwing en lidmaatskap van die vakverenigings te bespreek: Met dien verstande dat hulle nie mag voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger verkry het: Met dien verstande voorts dat dié toestemming nie sonder billike rede weerhou mag word nie.

20.2 Elke werkgever wat lid is van een van die werkgeversorganisasies wat partye by die Raad is, moet ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4 van Hoofstuk 1 van hierdie Ooreenkoms voorgeskryf word en wat lid is van een van die vakverenigings wat partye by die Raad is, die bedrag wat deur sodanige werknemer as ledegeld aan die betrokke vakvereniging betaalbaar is, van sy besoldiging aftrek en die bedrae wat so afgetrek word by die Raad inbetaal vir verspreiding aan genoemde vakverenigings.

21. SPAARSKEMA

21.1 'n Werkgever kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 4.1.1 van Hoofstuk 1 voorgeskryf is, 'n bedrag van R2 per week aftrek van die loon van sodanige werknemer wat minstens drie volle dae gedurende daardie week vir hom gewerk het.

16. EXHIBITION OF AGREEMENT

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

17. WET WEATHER SHELTER

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

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

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

18. REFRESHMENTS

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

19. EXEMPTIONS

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

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

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

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

20. RIGHTS OF TRADE UNION OFFICIALS

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

20.2 Every employer who is a member of one of the employers' organisations which are parties to the Council shall, in respect of each of his employees for whom wages are prescribed in clause 4 of Chapter 1 of this Agreement and who is a member of one of the trade unions which are parties to the Council, deduct from such employee's remuneration the amount payable by such employee as a subscription to the trade union concerned and pay the amounts so deducted to the Council for distribution to the said trade unions.

21. SAVINGS SCHEME

21.1 An employer may, with the written consent of his employee for whom wages are prescribed in clause 4.1.1 of Chapter 1, deduct an amount of R2 per week from the wage of such employee who has worked for him for not less than three full days during that week.

21.2 Bedrae wat ingevolge klousule 21.1 hiervan afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

21.3 Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging betaal moet word.

21.4 Die Raad kan na goeë dunde die bedrag in klousule 21.1 hiervan bedoel, insluit in 'n bydrae wat hy van tyd tot tyd in gebruik neem.

22. HEFFINGS: WERKGEWERPARTYE

22.1 Elke werkgewer wat lid is van een van die werkgewersorganisasies wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is, die bedrag aan die Raad betaal wat in die konstitusie van die onderskeie werkgewersorganisasies bepaal word.

22.2 Die Raad moet elke maand aan die werkgewersorganisasies hierbo bedoel, onderskeidelik die bedrae oorbetal wat hy ingevolge hierdie klousule invorder.

23. VERBOD OP STAKINGS OF UITSLUITINGS

Geen party by hierdie Ooreenkoms mag 'n staking aanstig of enige werknemer aanhits om aan 'n staking deel te neem of dit voort te sit of aan 'n staking of aan die voortsetting van 'n staking deel te neem nie, en geen party by hierdie Ooreenkoms mag 'n uitsluiting aanstig of enige party by hierdie Ooreenkoms aanhits om aan 'n uitsluiting deel te neem of dit voort te sit of aan 'n uitsluiting of die voortsetting van 'n uitsluiting deelneem nie, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms, wat bindend is vir die partye by die Raad wat by die staking of uitsluiting betrokke is of sal wees en waarvan enige bepaling handel oor die aangeleentheid wat aanleiding gee tot die staking of uitsluiting.

24. VERBOD OP DISPUTE EN DOOIE PUNTE

Behoudens klousule 2.2 van hierdie hoofstuk verbind die partye by hierdie Ooreenkoms hulle daartoe om geen dispuut of dooie punt teen ander partye by hierdie Ooreenkoms te verklaar nie ten opsigte van enige van die bepalings in hierdie Ooreenkoms vervat, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms. Desgelyks verbind die partye by hierdie Ooreenkoms hulle daartoe om geen dispuut of dooie punt teen enige ander party by die Ooreenkoms te verklaar nie gedurende die tydperk van geldigheid van hierdie Ooreenkoms of verlengde tydperk van die Ooreenkoms ten opsigte van aangeleenthede en items wat eise vir onderhandelings tussen die partye by die Ooreenkoms uitmaak en wat betrekking het op insluiting by 'n toekomstige Ooreenkoms.

25. VERBOD OP TWEEVLAKE-BEDINGING

Die partye by hierdie Raad verbind hulle daartoe om geen poging aan te wend om weer oor enige van die bepalings in hierdie Ooreenkoms vervat, op maatskappy- of ondernemingsvlak te onderhandel nie, ongeag of daar 'n geldige Erkenningsooreenkoms van krag is tussen 'n vakverenigingsparty en 'n lid van een van die werkgewersparty, gedurende die tydperk van geldigheid van hierdie Ooreenkoms of daaropvolgende verlengde tydperk, tensy die werkgewersparty vrywillig besluit om van hierdie verbod af te sien.

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

21.3 The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

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

22. EMPLOYER PARTIES' LEVIES

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

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

23. PROHIBITION OF STRIKES OR LOCKOUTS

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

24. PROHIBITION OF DISPUTES AND DEADLOCKS

Subject to clause 2.2, of this chapter, the parties to this Agreement bind themselves not to declare a dispute or deadlock against other parties to the Agreement on any of the conditions contained in this Agreement during the currency of the Agreement or extended period of the Agreement. Similarly, the parties to the Agreement bind themselves not to declare a dispute or deadlock against any other party to the Agreement, during the currency of the Agreement or extended period of the Agreement, concerning issues and items that form demands for negotiation between the parties to the Agreement and which pertain to inclusion in a future Agreement.

25. PROHIBITION OF TWO-TIER BARGAINING

the parties to this Agreement bind themselves not to attempt to renegotiate any of the conditions contained in this Agreement at company or plant level, irrespective of whether there is a valid Recognition Agreement in force between a Union Party and a member of one of the Employer Parties, during the currency of this Agreement or subsequent period of extension, unless the Employer Party member voluntarily agrees to waive this prohibition.

26. ALGEMEEN

26.1 Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as dié wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van behandeling of die toekenning aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgeskryf, veroorloof nie, en ook mag dit nie afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

26.2 Elke bepaling, of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalinge. Ingeval 'n bepaling of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalinge van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

27. VEILIGHEIDSBEPALINGS

Elke werkgewer en elke werknemer moet voldoen aan die Wet op Masjinerie en Beroepsveiligheid, 1983, en die regulasies daarkragtens opgestel.

HOOFSTUK 2**KLASSIFIKASIE EN OMSKRYWING VAN TAKE****1. GESPEFISEERDE AMBAGTE**

1.1 Werknemers (gespesifiseerde ambag) en leerling-werknemers (gespesifiseerde ambag) kan werk in een of meer van die volgende gespesifiseerde ambagte verrig:

1.1.1 *Bloklêwerk*: Die lê van blokke soos omskryf, hoogtes meet, hoeke optrek, deurkosyde en vensterrame stel, profiele of setmate opstel.

1.1.2 *Plaveiwerk*: Die lê van plaveiblokke, plaveistene en slasto, uittêwerk en bepaling van vlakke en valle.

1.1.3 *Oprigting van bekisting*: Hout- en staalbekisting monteer en oprig vir mure, kolomme, balke en blaaië.

1.1.4 *Oprigting van steiers*: Afmerkwêrk, oprig en waterpasmaak van alle tipes steiers.

1.1.5 *Pleistersteenmesselaar*: Pleisterstene volgens profiele en setmate, uitgesonderd die opstelling van inmesselprofiele, setmate, deur- en vensterrame gedurende aangrensende konstruksiewêrk nagaan of deur- en vensterrame in die lood of waterpas is.

1.1.6 *Betonafstrykwêrk*: Bepaling van vlakke en valle, afstryking en afwêrk van beton met die hand of 'n masjien.

1.1.7 *Bediening en toerusting*: Hyskrane en grondver-skuiwingsmasjinerie en dergelike toerusting bedien, elektriese of meganiese masjiene soos beton-mengers, sae, kantsnyers/slypers, poleer- en sandstraalmasjiene en lettersnymasjiene bedien: swaaiarmhystoestelle bedien, voertuie, meganiese storters en trekkers dryf, houtwêrkmasjiene en sproeispuite bedien en gereedskapmaak (klipmes-selaarambag).

1.1.8 *Teël- en/of leiklipdekking*: Afmerk, aanbring, sny en/of vassit van dakteëls en nokdekking van beton-/terracotta, asbes of leiklip.

1.1.9 *Dakplaatwêrk*: Afmerkwêrk, aanbring, sny en/of vassit en mataaldakplate en/-nokdekking en/of metaalteëls en/-nokdekking.

26. GENERAL

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

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

27. SAFETY PROVISIONS

Every employer and every employee shall comply with the provisions of the Machinery and Occupational Safety Act, 1983, and the regulations made thereunder.

CHAPTER 2**CLASSIFICATION AND DEFINITION OF TASKS****1. SPECIFIED SKILLS**

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

1.1.1 *Blocklaying*: The laying of blocks as defined; taking levels, plumbing angles, placing in position door jambs and window frames, setting up profiles or jigs.

1.1.2 *Paving*: The laying of paving blocks, paving bricks and slasto, setting out, determining levels and falls.

1.1.3 *Formwork erection*: Assembling and erecting formwork of wood and steel for walls, columns, beams and slabs.

1.1.4 *Scaffold erection*: Marking out, erection and levelling of all forms of scaffolding.

1.1.5 *Stock bricklayer*: The laying of stock bricks to a profile or jig, but excluding the setting up of profiles, jigs, door frames and window frames, checking the plumbing and levelling of door frames and window frames during construction of adjoining work.

1.1.6 *Concrete floating*: Determining levels and falls, floating and finishing concrete by hand or machine.

1.1.7 *Plant operating*: Operating cranes, earthmoving equipment or similar equipment, operating electrical or mechanical machines such as concrete mixers, saws, edge cutters/grinders, polishers and sand blasting and letter cutting machines, operating jib hoists, driving vehicles, mechanical dumpers and tractors, operating woodworking machines and sprayguns, toolmaking (mason's trade).

1.1.8 *Roof tiling/slating*: Marking out, fitting, cutting and/or fixing roof tiles and ridging concrete/terracotta, asbestos or slate.

1.1.9 *Roof sheeting*: Marking out, fitting, cutting and/or fixing metal roof sheeting and ridging and/or metal tiles and ridging.

- 1.1.10 *Skrynerwerkmontering*: Monteer en vassit van alle skrynerwerkkomponente.
- 1.1.11 *Aluminiummontering en -sweiswerk*: Vensters, winkelfronte, deure, deurrame, toonbanke, storthokkies, veranda-omsluitings en sonskerms van aluminium in die fabriek of werkwinkel, monteer, vassit en sweis, met inbegrip van beglasing en vassit van aluminiumkomponente op die terrein.
- 1.1.12 *Plafonwerk*: Oprigting en installering van gepatenteerde hangplafonstelsels.
- 1.1.13 *Oprigting van afskorting*: Oprigting en installering van aluminium- en droëmuurafskortings volledig met deure en slotte maar uitgesonderd doelgemaakte afskortings.
- 1.1.14 *Installering van voorafvervaardigde rakkaste*: Oprigting en installering van voorafvervaardigde staal- en houtrakkaste en kabinette.
- 1.1.15 *Hulp by pleisterwerk (pleisteraar se assistent)*: Saksmeerwerk, eenlaagpleisterwerk op mure en plafonne, uitgesonderd kolomme, koepels, balke, penante en boë, afvlak van betonvloere, uitgesonderd trappe en deurdrumpels.
- 1.1.16 *Hulp by teëlwerk (teëllêer se assistent)*: Afvlak van vloere; lê van vloerteëls, met inbegrip van sny- en laswerk, vassit van muurteëls aan gepleisterde muur met kleefmiddel, met inbegrip van snywerk, maar uitgesonderd dakwange, drumpels, kolomme en penante.
- 1.1.17 *Hulp by waterdigting (waterdigtingswerker se assistent)*: Waterdigting en vogdigting van alle horisontale en/of skuins en vertikale oppervlakke met inbegrip van tenks, met alle soorte dakmembrane, plate en lak- of semilakmastiklae.
- 1.1.18 *Geutwerk*: Vassit van metaal-, PVC- of asbesgeute en geutype, afmerk en vassit van ondervoegskorte of trappiesvoegskorte.
- 1.1.19 *Asfaltwerk*: Aanwending van asfalt op alle oppervlakke.
- 1.1.20 *Hulp by verfwerk (verwer se assistent)*: Aanwending van grondverf en onderlae op alle oppervlakke; aanwending van eindlae op mure en plafonne met 'n roller, met inbegrip van insnywerk van geverfde panele met 'n kwas.
- 1.1.21 *Aanwendingswerk*: Uittêwerk, meng en aanwending van alle soorte spesiale muurbedekkings en/of tekstuurlae.
- 1.1.22 *Huisbeglasing*: Insit van en voorwerk aan gewone staal- of houtrame en staal- of houtkraalrame.
- 1.1.23 *Matlêwerk*: Uittê- en afmerkwerk, sny, lê en/of span en las van alle soorte matte.
- 1.1.24 *Veerkragtige vloerlêwerk*: Uittê- en afmerkwerk, die lê en vassit van hout-, moosaïek- en komposisierubervloere en vloere van enige ander materiaal, die insit van alle soorte vloer- en muurbedekkings van teëls of stroke, met inbegrip van veerkragtige bevoering, linoleum, Malthoid, asfaltteëls of materiaal met asfaltbasis, kurk-, rubber-, viniel- en plastiekkomposisies.
- 1.1.25 *Hulp by loodgieterswerk (loodgieter se assistent)*: Aanmeekaarsit en vassit van gietyster-, staal-, PVC-, koper- en plastiekpype en toebehore aan mure en vloere, vassit van sanitêre los en vaste toebehore, met inbegrip van geisers aan mure.
- 1.1.26 *Hulp by rioolaanlegwerk (rioollêer se assistent)*: PVC-, pikvesel- en erde-, gietyster- en betonpype lê, rioolputte, vetsperders en soortgelyke toebehore aanbring.
- 1.1.10 *Joinery assembling*: Assembling and fitting all joinery components.
- 1.1.11 *Aluminium assembling and welding*: In factory or workshop assembling, fixing and welding aluminium windows, shopfronts, doors, door frames, counters, shower cubicles, verandah enclosures and awnings, including glazing and fixing aluminium components on site.
- 1.1.12 *Ceiling fixing*: Erection and installation of patented suspended ceiling systems.
- 1.1.13 *Partition erection*: Erection and installation of aluminium and dry-wall partitioning systems complete with doors and locks but excluding purpose-made partitions.
- 1.1.14 *Prefabricated cupboard installation*: Erection and installation of prefabricated cupboards and cabinets in steel and wood.
- 1.1.15 *Plastering assistance (assistant to plasterer)*: Bagging, one-coat plastering walls and ceilings, excluding columns, domes, beams, piers and arches, screeding concrete floors, excluding steps and thresholds.
- 1.1.16 *Tiling assistance (assistant tiler)*: Screeding floors, laying floor tiles, including cutting and jointing fixing wall tiles to plastered wall with adhesives, including cutting, but excluding reveals sills, columns and piers.
- 1.1.17 *Waterproofing assistance (assistant to waterproofer)*: Waterproofing and dampproofing all horizontal/sloping and vertical surfaces, including tanking with all types of roofing membranes, sheets and lacquer or semilacquer mastic coatings.
- 1.1.18 *Gutter fixing*: Fixing metal, PVC or asbestos gutters and downpipes, marking out and fixing underflashing or stepflashing.
- 1.1.19 *Asphalting*: Application of asphalt to all surfaces.
- 1.1.20 *Painting assistance (assistant to painter)*: Applying primers and undercoats to all surfaces, applying final coats to walls and ceilings with a roller, including cutting in the painted panels by brush.
- 1.1.21 *Applications*: Setting out, mixing and application of all types of special wall coverings and/or textured coating.
- 1.1.22 *Domestic glazing*: Fitting and facing ordinary and beaded frames in both steel and timber.
- 1.1.23 *Carpet fitting*: Setting out and marking out, cutting, laying and/or stretching and jointing all types of carpets.
- 1.1.24 *Resilient floor laying*: Setting out and marking out, laying and fixing floors of wood, mosaic, composite rubber or any other material, fixing of all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, Malthoid, asphalt tiles or asphalt based material, cork, rubber, vinyl and plastic compositions.
- 1.1.25 *Plumbing assistance (assistance to plumber)*: Assembling and fixing cast iron, steel, PVC, copper and plastic pipes and fittings to walls and floors, fixing sanitary fixtures and fittings, including geysers, to walls.
- 1.1.26 *Drainlaying assistance (assistant to drainlayer)*: Laying PVC, pitch fibre, earthenware, cast iron and concrete pipes, fixing gullies, grease traps and similar fittings.

1.1.27 *Oprigting van voorafgegiëte mure en heinings*: Uittêwerk, oprigting en loodregstel van voorafgegiëte mure en heinings-, met inbegrip van die installering van deure en hekke.

1.1.28 *Oprigting van klipgedenkstene*: Uittêwerk, hoogtes bepaal, fundamente lê, gedenkstone oprig en afbreek, voertuie dryf, hystoerusting bedien.

In geval van 'n meningsverskil oor die vertolking van bogenoemde onderwerpe, moet die Raad 'n beslissing gee wat finaal en bindend is.

2. NIE-AANGEWESE AMBAGTE (AMBAGSMANAMBAGTE)

2.1 'n Ambagsman of kwekeling-ambagsman kan een of meer van die volgende werksaamhede verrig in die ambagte wat gedeeltes is van 'n aangewese ambag soos hieronder aangedui:

2.1.1 *Messelaar*: Uittêwerk, pleister- en sierstone in fondamente en bobou inmessel, venster- en deurrame inbou, hoeke in die lood bring, profiele en setmate opstel, maar uitgesonderd die bou van boë, penante, kappe, drumpels en dekoratiewe steenwerk.

2.1.2 *Boutimmerwerk*: Uittêwerk, vertolking van tekening en bepaling van hoogtes, alle tipes bekisting maak en oprig, uittêwerk en skoring maak en oprig.

2.1.3 *Afwerktimmerwerk*: Uittêwerk, vertolking van tekening en bepaling van hoogtes, deure hang, slotte installeer, rakkaste, kabinette, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring, vloerlyste en lyswerk vassit.

2.1.4 *Daktimmerwerk*: Uittêwerk, vertolking van tekening en afmerkwark, hoogtes bepaal, houtkapdrastukke en kappe, wolfoeke en kiele maak, vassit en oprig, voegskorte opmaak en aanbring, toesig hou oor die aanbring, sny en/of vassit van dakteëls, dakplate en nokdekking van beton, asbes, leiklip en metaal of soortgelyke materiaal.

2.1.5 *Plafon- en afskortingsoprigting*: Uittêwerk, vertolking van tekening en bepaling van hoogtes, alle tipes afskortings en plafonne oprig, met inbegrip van deure hang en slotte installeer.

2.1.6 *Verfwerk*: Vertolking van tekening en verfskedules, alle lae verf, vernis, beits en lakvernis of dergelike materiaal op allerlei oppervlakke aanwend, kleure meng en pas.

2.1.7 *Beglasing (patent)*: Uittêwerk, vertolking van tekening en afmerkwark, gewone staal- en houtrame en staal- en houtkraalrame insit en beglaas, staal-, hout- en aluminiumkomponente met verskillende soorte glas insit en beglaas, met gebruikmaking van gewone en patentruitwerkmetodes, verseëling met silikon, polisulfied en dergelike produkte.

2.1.8 *Waterdigting*: Vertolking van tekening, uittêwerk, toesig hou oor en uitvoering van alle waterdigtings- en vogdigtingswerk met inbegrip van tenks.

2.1.9 *Houtmasjienwerk*: Uittêwerk, vertolking van tekening, sirkelsaagponse, radiaalarmsae, kettingsae, uitsnysae, skaaf-, ys, tapgat-, tapsny- en skuurmasjiene opstel en bedien, houtdraaimasjiene bedien, profielbeitels ontwerp en skerpmak, slypsnymasjiene, profiel- en skerpmaktoerusting opstel en bedien, patroonplate en setmate maak en gebruik.

2.1.10 *Rioolaanlegwerk*: Uittêwerk, vertolking van tekening en bepaling van hoogtes, afmerkwark, riole lê volgens 'n val, betonbedekking, toetsing, mangate bou, vloevulling en skoring, toesig hou oor ander kategorieë werknemers.

1.1.27 *Precast wall and fence erection*: Setting out, installation and plumbing of precast walls and fences, including installation of doors and gates.

1.1.28 *Memorial stone fixing*: Setting out, determining levels, laying foundations; fixing and dismantling memorial stones, driving vehicles, operating lifting equipment.

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

2. NON-DESIGNATED TRADES (ARTISAN TRADES)

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

2.1.1 *Bricklayer*: Setting out, the laying of stock and face bricks in foundations and superstructures, the building in of door frames and window frames; plumbing angles, setting-up profiles and jigs, but excluding the building of arches, piers, copings and sills and decorative brickwork.

2.1.2 *Construction carpentry*: Setting out, interpreting drawings and determining levels, constructing and erecting all types of formwork, setting out and constructing and erecting shoring.

2.1.3 *Finishing carpentry*: Setting out, interpreting drawings and determining levels, hanging doors, fitting locks, manufacturing and fixing cupboards, cabinets, wall panelling, suspended wooden floors and partitions, fixing skirtings and mouldings.

2.1.4 *Roofing carpentry*: Setting out, interpreting drawings and marking out, determining levels, making, fixing and erecting timber truss templates and trusses, hips and valleys, making up and fitting flashing, supervising the fitting, cutting and/or fixing of roof tiles, roof sheeting and ridging concrete, asbestos, slate and metal or similar material.

2.1.5 *Ceiling and partition erection*: Setting out, interpreting drawings and determining levels, erecting all types of partitions and ceilings, including hanging doors and fitting locks.

2.1.6 *Painting*: Interpreting drawings and painting schedules, application of all coats of paint, varnish, stain and lacquers or similar material to all surfaces, mixing and matching colours.

2.1.7 *Glazing (patent)*: Setting out, interpreting drawings and marking out, fitting and glazing ordinary and beaded frames in both steel and timber, fitting and glazing steel, wood and aluminium components with various types of glass, using conventional and patented glazing methods, sealing with silicone, polysulphide and similar products.

2.1.8 *Waterproofing*: Interpreting drawing, setting out, supervising and executing all waterproofing and dampproofing operations, including tanking.

2.1.9 *Wood machining*: Setting out, interpreting drawings, setting up and operating circular saw punches, radial arm saws, chain saws, jig saws, planing, moulding, morticing, tenoning and sanding machines, operating wood turning machines, developing and sharpening moulding cutters, setting up and operating grinding cutters, profiling and sharpening equipment, making and using templates and jigs.

2.1.10 *Drainlaying*: Setting out, interpreting drawings and determining levels, marking out, laying drains to falls, concrete encasement, testing, building manholes, benching and shoring, supervising other categories of employees.

- 2.1.11 *Loodgieterswerk*: Uitleëwerk, vertolking van tekeninge, afmerkwark, hoogtes bepaal, toesig hou oor ander kategorieë werknemers, plaatmetaalwerk, alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype, sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe.
- 2.1.12 *Pleisterwerk*: Uitleëwerk, afmerkwark en vertolking van tekeninge, een- en tweelaagpleisterwerk aan alle oppervlakke, afvlakking van alle oppervlakke, met inbegrip van granolietafwerking.
- 2.1.13 *Klipkapwerk*: Uitleëwerk, afmerkwark, vertolking van tekeninge, kap, vlakmaak en profilering van klip, patroonplate maak, toesig hou oor die oprig van gedenkstone.
- 2.1.14 *Muurpapierplakwerk*: Afmerkwark, alle soorte muurpapier plak, met inbegrip van sny- en afwerking.
- 2.1.15 *Algemene ambagsman*: 'n Werknemer wat toegelaat word om die omskrewe take van twee of meer van die nie-aangewese ambagte te verrig.
- 2.1.16 *Aanbring van staalwapening*: Uitleëwerk, vertolking van buigskedules en wapenuitlegplanne, toesig hou, aanbring van alle klasse staal- en gaasdraadwapening.
- 2.1.17 *Klipmesselwerk*: Afmerkwark, uitleëwerk, vertolking van tekeninge, bepaling van hoogtes, oprigting, vasheg en demontering van natuurlike en fineerklip.
- 2.1.18 *Lettersnywerk/klipdekorasiewerk*: Uitleëwerk, afmerkwark, uitsny van alle tipes letters en versierings, toesig hou oor alle ander kategorieë van werknemers.

3. AANGEWESSE AMBAGTE (VAKMANSAMBAGTE)

3.1 'n Vakman of vakleerling kan een of meer van die volgende werksaamhede verrig in die vakmansambagte wat hieronder aangedui word:

- 3.1.1 *Messelwerk*: Uitleëwerk, bepaling van hoogtes, vertolking van tekeninge, pleister- en sierstone in alle tipes verbande in fondamente en bobou inmessel, lateie bou, plaveiwerk in dagha, dekoratiewe steenwerk, alle tipes boë, penante, kappe en drumpels bou, venster- en deurrame opstel en inbou, hoeke in die lood bring, profiele of setmate opstel.
- 3.1.2 *Timmerwerk*: Uitleëwerk, vertolking van tekeninge, bepaling van hoogtes, alle tipes bekisting maak en oprig, uitleëwerk, skoring maak en oprig, uitleëwerk en wapening aanbring, vertolking van kraalskedules en wapeninguitlegplanne, vorms vir voorafgegiëte eenhede maak, deure hang, slotte installeer, kabinette, rakkaste, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring, vloerlyste en lyswerk aanbring, houtkapdrastukke en kappe, wolfhoeke en kiele maak, vassit en oprig, voegskorte opmaak en aanbring, aanbring, sny en/of vassit van dakteëls en nokdekking van beton, asbes, leiklip of dergelike materiaal, aanbring, sny en/of vassit van metaaldakteëls of -dakplate en -nokdekking, alle tipes afskortings en plafonne oprig.
- 3.1.3 *Skrynwerk en houtmasjiënwerk*: Uitleëwerk, vertolking van tekeninge, alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiske, afskortings en paneelwerk vervaardig, aanmeakaarsit, instaleer, hang en vassit, alle houtwerkmasjiene bedien, slotte en ysterware installeer.

- 2.1.11 *Plumbing*: Setting out, interpreting drawings, marking out, determining levels, supervising other categories of employees, sheet metal work, installation of all types of pipes and fittings for hot or cold water systems, including waste pipes, installation of sanitary fixtures and fittings, including geysers and valves.
- 2.1.12 *Plastering*: Setting out, marking out and interpreting drawings, one and two-coat plastering to all surfaces, screeding all surfaces, including granolithic finishing.
- 2.1.13 *Banker masonry*: Setting out, marking out, interpreting drawings, cutting, surfacing and profiling stone, making templets, supervising the fixing of memorial stone.
- 2.1.14 *Wall paper hanging*: Interpreting drawings, marking out, applying all types of wall paper, including cutting and trimming.
- 2.1.15 *General artisan*: An employee who is permitted to execute the defined task of two or more of the non-designated trades.
- 2.1.16 *Reinforcing steel fixing*: Setting out, interpreting bending schedules and reinforcing layouts, supervising the placing and fixing of all classes of steel reinforcing and mesh.
- 2.1.17 *Masonry fixing*: Marking out, setting out, interpreting drawings, determining levels, setting up, fixing and dismantling natural and reconstructed stone.
- 2.1.18 *Letter cutting/stone decoration*: Setting out, marking out, cutting all types of letters and embellishments, supervising all other categories of employees.

3. DESIGNATED TRADES (CRAFTSMAN TRADES)

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

- 3.1.1 *Bricklaying*: Setting out, determining levels, interpreting drawings, laying stock and face bricks in all types of bonding in foundations and super structures, constructing lintels, paving in mortar, decorative brick work, building all types of arches, piers, copings and sills, setting up and building in window frames and door frames, plumbing angles, setting up profiles or jigs.
- 3.1.2 *Carpentry*: Setting out, interpreting drawings, determining levels, constructing and erecting all types of formwork, setting out, constructing and erecting shoring, setting out and fixing re-inforcing, interpreting beading schedules and re-inforcing layouts, constructing moulds for pre-cast units, hanging doors, fitting locks, manufacturing and fixing cabinets, cupboards, wall panelling, suspended wooden floors and partitions, fixing skirtings and mouldings, making, fixing and erecting timber truss templets and trusses, hips and valleys, making up and fitting flashing, fitting, cutting and/or fixing roof tiles and ridging concrete, asbestos, slate or similar material, fitting, cutting and/or fixing metal roof tiles or roof sheeting and ridging, erecting all types of partitions and ceilings.
- 3.1.3 *Joinery and woodmachining*: Setting out, interpreting drawings, fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling, operating all wood-working machines, fixing locks and ironmongery.

3.1.4 Winkeltoerustingwerk: Uittêwerk, vertolking van tekeninge, alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuis-kaste, afskortings en paneelwerk vervaardig, aanmeekaarsit, installeer, hang en vassit, alle houtwerk-masjiene bedien, slotte en ysterware installeer, gas-of boogswaiswerk, vou- en buigwerk, vensterrame, deurrame, deure, vensters, winkelfronte, afskortings en gordynmure uit aluminium of ander metale vervaardig en installeer.

3.1.5 Pleister- en teëlwerk: Uittêwerk, vertolking van tekeninge en bepaling van hoogtes, vloere, trappe en deurdumpels afvlak, vloere, trappe en deurdumpels granolities afwerk, vorms *in situ* maak, plaveiblokke, plaveistene en slasto lê, een- en tweelaagpleister aan alle oppervlakke aanbring, gepoleerde terazzo aan mure, vloere en trappe aanbring en afwerk, dekoratiewe pleisterwerk aanbring, alle soorte muur- en vloerteëls of alle tipes oppervlakke aanbring, mosaïek op alle tipes oppervlakke vassit.

3.1.6 Loodgieters- en rioolaanlegwerk: Afmerk- en uittêwerk, bepaling van hoogtes, vertolking van tekeninge, toesig hou oor ander kategorieë werknemers, plaatmetaalwerk, alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype, sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe, riole lê volgens 'n val, betonbedekking, toetsing, mangate bou, vloevulling en skoring.

3.1.7 Verfwerk en versiering: Uittêwerk, vertolking van tekeninge en verfskedules, toesig hou oor alle kategorieë werknemers, verf, vernis en beits op alle oppervlakke aanwend, verf met 'n sproeispuut aanwend, kleure meng en pas, dekoratiewe afwerking soos marmering en vlamskildering, sjablonering, lakpolering, stippeling, muurplakwerk en huishoudelike beglasing aanwend.

HOOFSTUK 3

MASSAVERVAARDIGING

1. ALGEMEEN

1.1 Hierdie Hoofstuk moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Massavervaardigingseksie van die Bounywerheid.

1.2 Die bepalings van Hoofstukke 1, 2, 5, 6 en 7 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk. Waar die bepalings van bogenoemde Hoofstukke strydig is met die bepalings in hierdie Hoofstuk vervat, is die bepalings van laasgenoemde Hoofstuk van toepassing en moet hulle voorkeur geniet.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Hoofstuk gebruik word en nie hierin omskryf word nie maar wat omskryf is in Hoofstukke 1 en 2 van hierdie Ooreenkoms, het dieselfde betekenis as in daardie Hoofstuk; voorts beteken—

“ambagsman (skrynwerker) (massavervaardiging)” 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 7.1.2 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

Houtwerk afmerk en uittê, vervaardig, monteer, skaaf en afwerk;

“Ambagsman (houtmasjiënwerker) (massavervaardiging)” 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 7.1.2 van Hoofstuk 1 voldoen het, en wat een of meer van die volgende werksaamhede kan verrig:

(1) Toesig hou oor masjiënbedieners en vervaardigingswerkers;

3.1.4 Shopfitting: Setting out, interpreting drawings, fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling, operating all wood-working machines, fixing locks and ironmongery, gas or arc welding, folding and bending, fabricating and installing window frames, door frames, doors, windows, shopfronts, partitions and curtain walling in aluminium and other metals.

3.1.5 Plastering and tiling: Setting out, interpreting drawings and determining levels, screeding floors, steps and thresholds, rendering granolithic finishes to floors, steps and thresholds, constructing *in situ* mouldings, laying paving blocks, paving bricks and slasto, one and two-coat plastering to all surfaces, applying and finishing polished terazzo to walls, floors and staircases, applying decorative plastering, laying all kinds of wall and floor tiles to all types of surfaces, fixing mosaic to all types of surfaces.

3.1.6 Plumbing and drainlaying: Marking out and setting out, determining levels, interpreting drawings, supervising other categories of employees, sheet metalwork, installing all types of pipes and fittings for hot and cold water systems, including waste pipes, installing sanitary fixtures and fittings, including geysers and valves, laying drains to falls, concrete encasement, testing, building manholes, benching and shoring.

3.1.7 Painting and decorating: Setting out, interpreting drawings and painting schedules, supervising all categories of employees, applying paints, varnishes and stains to all surfaces, applying paints by spray-gun, fixing and matching colours, applying decorative finishing such as marbling and graining, stenciling, french polishing, stippling, wall paper hanging, domestic glazing.

CHAPTER 3

MASS MANUFACTURING

1. GENERAL

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

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

2. DEFINITIONS

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

“artisan (joiner) (mass manufacturing)” means an employee who is registered as such, who has complied with the requirements of clause 7.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

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

“artisan (wood machinist) (mass manufacturing)” means an employee who is registered as such who has complied with the requirements of clause 7.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

(1) Supervising machine operators and manufacturing workers;

(2) snymesse meganies monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:

- (a) Regop- en vormspille;
- (b) snyerlysmasjiene;
- (c) skaafmasjiene;
- (d) dikteskaafmasjiene;
- (e) tapsnymasjiene;
- (f) viersydige masjiene;
- (g) tapgat- en meerkop-tapgatmasjiene;

(3) kragmasjiene versorg, bedien, aan- en afskakel;

"ingebou" 'n proses waarvolgens 'n artikel struktureel permanent met 'n gebou geïntegreer of op 'n ander wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op 'n ander wyse daarby ingelyf te wees, op so 'n wyse dat dit sy eie afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

"vakman (massavervaardiging)" 'n werknemer wat as sodanig geregistreer is en wat aan die vereistes van klousule 7.1.1 van Hoofstuk 1 voldoen het;

"skrynwerkmonteerder (gespesifiseerde ambag) (massavervaardiging)" 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 7.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (1) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjiën of uitsnysaag volgens 'n setmaat bedien;
- (2) glas sny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;
- (3) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deure, tap, settap, setmonteer en vasspyker;
- (4) skarniere, stuiters en hegstukke, vasheg met gebruikmaking van setmate, vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

"masjiënbediener (gespesifiseerde ambag) (massavervaardiging)" 'n werknemer was as sodanig geregistreer is, wat aan die vereistes van klousule 7.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (1) Toesig hou oor vervaardigingswerkers;
- (2) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van voorafbepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (a) Besemstokmasjiene;
 - (b) sirkelsae;
 - (c) bandnasaagmasjiene;
 - (d) kant- en kantafwerkmasjiene;
 - (e) alle blokkiesvloer- en mosaëkvloer-masjiene;
 - (f) regop- en vormspille;
 - (g) snyerlysmasjiene;
 - (h) skaafmasjiene;
 - (i) dikteskaafmasjiene;
 - (j) tapsnymasjiene;
 - (k) viersydige masjiene;
 - (l) tapgat- en meerkop-tapgatmasjiene;

(2) the mechanical assembly, including setting-up, removing, replacing and adjusting, of cutting blades, and preparation for use of any one or more of the following machines:

- (a) Spindles (upright and moulding);
- (b) cutter moulding machines;
- (c) planers;
- (d) thicknessers;
- (e) tenoning machines;
- (f) four-siders; and
- (g) morticers and gang morticers;

(3) attending, operating, starting and stopping any power-driven machine;

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

"craftsman (mass manufacturing)" means an employee who is registered as such and who has complied with the requirements of clause 7.1.1 of Chapter 1;

"specified skills joiner assembler (mass manufacturing)" means an employee registered as such, who has complied with the requirements of clause 7.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Operating a portable router, morticer, planer or skill-saw to a jig;
- (2) cutting glass, face-putty work and removing and refixing beads;
- (3) morticing, jig tenoning, jig assembling and nailing selflocating and pinned door frames, window frames, sashes and doors;
- (4) attaching hinges, stays and fasteners, using jigs, attaching sashes and louvres to frames and cutting and pinning glazing beads;

"specified skills machine operator (mass manufacturing)" means an employee registered as such, who has complied with the requirements of clause 7.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Supervising manufacturing workers;
- (2) attending, operating, starting, stopping, setting-up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (a) Broom handle machines;
 - (b) circular saws;
 - (c) band re-saws;
 - (d) end-and-edge-trimming machines;
 - (e) all wood block and mosaic floor machines;
 - (f) spindles;
 - (g) cutter moulding machines;
 - (h) planers;
 - (i) thicknessers;
 - (j) tenoning machines;
 - (k) four-siders; and
 - (l) morticers and gang morticers;

"Massavervaardigingseksie van die Bounywerheid", behoudens die bepalings van 'n Afbakeningsvasstelling kragtens artikel 76 van die Wet, die Seksie van die Bounywerheid wat in klousule 3 van Hoofstuk 1 van die Ooreenkoms omskryf word, waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse om artikels en/of onderdele vir artikels te vervaardig en/of die aanmeekaarsit van sodanige artikels wat hoofsaaklik vervaardig is uit hout of hoofsaaklik uit 'n kombinasie van hout en plastiek en/of enige metaal en/of ander materiaal, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word;

"werkwinkel buite die terrein" 'n perseel wat nie op 'n plek geleë is waar bouwerksaamhede aan die gang is nie en wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, 1983, as 'n "fabriek" geregistreer is of moet wees;

"hout" hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak.

3. WERKDAE EN WERKURE

3.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is—

3.1.1 in die geval van 'n werknemer van wie vereis word om ses dae per week te werk, hoogstens 46 uur in 'n week van Maandag tot en met Saterdag, bereken teen hoogstens agt uur per dag van Maandag tot Vrydag en ses uur op 'n Saterdag;

3.1.2 in die geval van 'n werknemer wat vyf dae per week werk, hoogstens 46 uur in 'n week van Maandag tot en met Vrydag, bereken teen hoogstens 9,2 uur per dag.

HOOFSTUK 4

DIMENSIONELE KLIPNYWERHEID

1. ALGEMEEN

1.1 Die bepalings van hierdie hoofstuk moet deur alle werkgewers in die Dimensionele Klipnywerheid nagekom word.

1.2 Die bepalings van Hoofstukke 1, 2, 5, 6 en 7 is *mutatis mutandis* op hierdie hoofstuk van toepassing. Waar die bepalings van daardie hoofstukke onbestaanbaar is met die bepalings in hierdie hoofstuk vervat, is laasgenoemde bepalings van toepassing en geniet hulle voorkeur.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie hoofstuk gebesig word en nie hierin omskryf word nie, maar in Hoofstukke 1 en 2 van hierdie Ooreenkoms omskryf word, het dieselfde betekenis as in daardie hoofstuk; voorts beteken—

"Dimensionele Klipnywerheid" die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om monumentklipwerk, grafstene en gedenktekens op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat betrokke is by klipmesselwerk, soos die voorbereiding van klip vir geboue, ornamentele gedenktekens of ander klipwerk, en omvat dit ook die winning van klipblokke met voorafbepaalde fatsoene en groottes deur metodes soos boor, propping of saag vir bou-, klipmessel- en monumentdoeleindes;

"Mass-Manufacturing Section of the Building Industry" means, subject to the provisions of any Demarcation Determination in terms of section 76 of the Act, that Section of the Building Industry as defined in clause 3 of Chapter 1 of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of such articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any metal and or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of buildings or structures and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops;

"off-site workshop" means any premises that are not situated on a site where building construction activities are being carried out, and which are registered or are liable to registration as a "factory" in terms of the provisions of the Machinery and Occupational Safety Act, 1983;

"wood" means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component.

3. WORKING DAYS AND HOURS OF WORK

3.1 The ordinary hours of work which shall be observed by all employers and employees shall be—

3.1.1 in the case of an employee who is required to work as six-day week, not more than 46 hours in any week from Monday to Saturday, inclusive, calculated at not more than eight hours per day from Monday to Friday and six hours on a Saturday;

3.1.2 in the case of an employee who works a five-day week, not more than 46 hours in any week from Monday to Friday, inclusive, calculated at not more than 9,2 hours per day.

CHAPTER 4

DIMENSIONAL STONE INDUSTRY

1. GENERAL

1.1 The provisions of this chapter shall be complied with by all employers in the Dimensional Stone Industry.

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

2. DEFINITIONS

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

"Dimensional Stone Industry" means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering monumental stonework, gravestones and memorials, and includes all work executed or carried out by persons therein who are engaged in masonry, such as the preparation of stone for buildings, ornamental memorials or other stonework, and also includes the winning of stone blocks of predetermined shapes and sizes by such methods as drilling, plugging or sawing for building, masonry and monumental purposes;

"graad 1-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Elementêre tipe handkraanoperateur;
- (b) sandstraaloperateur;
- (c) werkwinkelassistent;
- (d) verpakkingswerker;
- (e) operateursassistent;

"graad 2-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Handpoleerder;
- (b) draagbare poleermasjienoperateur;
- (c) sy/kantpoleermasjienoperateur;
- (d) poleermasjienoperateur (Spekard/Jenilin)
- (e) staanbooroperateur;

"graad 3-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Een-, twee- of drielemsaagoperateur;
- (b) dubbellembrugsaaoperateur;
- (c) kwaliteitskontroleerder;
- (d) profielskuurder;

"graad 4-werknemer" enigeen van die volgende kategorieë werknemers:

- (a) Outomatiese poleermasjienoperateur;
- (b) poleerblokmaker;
- (c) diamantbloksaagoperateur;
- (d) swaaisaagoperateur;
- (e) veellemsaagoperateur;
- (f) spanleier;
- (g) vurkhyserdrywer;
- (h) drywer van 'n motorvoertuig met kode 8-lisensie;
- (i) vlammasjienoperateur;
- (j) kraandrywer.

3. VOORGESKREWE LONE

3.1 *Algemeen:* Geen lone wat laer is as dié hieronder genoem, gelees met die res van die bepalings van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie.

3.1.1 Gekwalifiseerde geskoolde en halfgeskoolde werknemers:

SKEDULE

Kategorie van werknemer	Loon per uur	
	Gebied	
	A	B en C
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
	R	R
Vakman	16,25	12,24
Ambagsman	12,20	9,27
Werknemer (gespesifiseerde ambag)	6,75	5,19
Graad 1-werknemer	4,55	3,31
Graad 2-werknemer	4,91	3,56
Graad 3-werknemer	5,26	3,80
Graad 4-werknemer	5,62	4,05

"grade 1-employee" means any one of the following categories of employee:

- (a) Hand crane (elementary type) operator;
- (b) sandblaster;
- (c) workshop assistant;
- (d) export crating employee;
- (e) operator's assistant;

"grade 2-employee" means any one of the following categories of employee:

- (a) Hand polisher;
- (b) portable polishing machine operator;
- (c) side/edge polishing machine operator;
- (d) Spekard/Jenilin polishing operator;
- (e) bench drill operator;

"grade 3-employee" means any one of the following categories of employee:

- (a) One-, two- or three-blade saw operator;
- (b) double-blade support saw operator;
- (c) quality controller;
- (d) profile grinder;

"grade 4-employee" means any one of the following categories of employee:

- (a) Automatic polishing machine operator;
- (b) polish block maker;
- (c) diamond block saw operator;
- (d) swing saw operator;
- (e) multiple blade saw operator;
- (f) team leader;
- (g) forklift driver;
- (h) driver of motor vehicle with code 8 licence;
- (i) flaming machine operator;
- (j) crane driver.

3. PRESCRIBED WAGES

3.1 *General:* No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

3.1.1 Qualified skilled and semi-skilled employees:

SCHEDULE

Category of employee	Wage per hour	
	Area	
	A	B and C
	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
	R	R
Craftsman	16,25	12,24
Artisan	12,20	9,27
Specified skills employee	6,75	5,19
Grade 1 employee	4,55	3,31
Grade 2 employee	4,91	3,56
Grade 3 employee	5,26	3,80
Grade 4 employee	5,62	4,05

3.1.2 Die volgende bedrae moet by die werklike loon wat elke werknemer op die datum van publikasie van hierdie Ooreenkoms ontvang het, gevoeg word:

Kategorie van werknemer	Gebied A	Gebiede B en C
Vakman	0,77	0,58
Ambagsman	0,77	0,58
Werknemer (Gespesifiseerde ambag)	0,62	0,47
Graad 1-werknemer tot Graad 4-werknemer	0,40	0,40

3.1.3 Werkgewers wat lone op 'n vrywillige basis voor die inwerkingtreding van hierdie Ooreenkoms aangepas het, mag sodanige verhogings wat na 11 Oktober 1993 aan werknemers toegestaan is, aftrek van die bedrae genoem in klousule 3.1.2 van hierdie hoofstuk.

HOOFSTUK 5

1. BYDRAES EN HEFFINGS TOT FONDSE

Ondanks enige bepalings vervat in hierdie Ooreenkoms wat die gewone werkure bepaal, moet die toelaes en bydraes in klousule 2 bedoel, bereken word teen 40 uur per week.

2. BYDRAES EN HEFFINGS

2.1 Waar 'n werknemer drie volle werkdade of meer in 'n week vir 'n werkgever gewerk het, moet die werkgever benevens ander besoldiging waarop die werknemer ingevolge hierdie Ooreenkoms geregtig is, die bydraes ten opsigte van die loonband waarin sodanige werknemer se werklike loon val, soos in die Bylae hieronder uiteengesit, aan die Raad betaal ten behoeve van die werknemer:

KOLOM:

- A = Vakansiefondsbydraes.
- B = Pensioen-/Voorsorgfondsbydraes
- C = Mediese Fondsbydraes.
- D = Bystandfondsbydraes.
- E = Stabilisasiefondsbydraes.
- F = Opleidingsfondsbydraes.
- G = Nasionale Ontwikkelingsfondsbydraes.
- H = Raadsheffings.
- I = Totale waarde van bydraes.

3.1.2 The following amounts shall be added to the actual wage received by every employee at date of publication of this Agreement:

Category of employee	Area A	Areas B and C
Craftsman	0,77	0,58
Artisan	0,77	0,58
Specified skills	0,62	0,47
Grade 1 employee to Grade 4 employee	0,40	0,40

3.1.3 Employers who on a voluntary basis had adjusted wages prior to the enactment of this Agreement may deduct any such increases granted to employees after 11 October 1993 from the amounts stated in clause 3.1.2 of this chapter.

CHAPTER 5

1. CONTRIBUTIONS AND LEVIES TO FUNDS

Notwithstanding any provisions contained in this Agreement stipulating the ordinary hours of work, the allowances and contributions referred to in clause 2 shall be calculated at 40 hours per week.

2. CONTRIBUTIONS AND LEVIES

2.1 Where an employee has worked for an employer for three full working days or more per week, the employer shall, in addition to any other remuneration to which such employee is entitled in terms of this Agreement, pay to the Council on behalf of the employee contributions in respect of the wage band in which the employee's wage actually falls, as set out in the Schedule hereunder:

COLUMN:

- A = Holiday Fund contributions.
- B = Pension/Providend Fund contributions.
- C = Medical Aid contributions.
- D = Benefit Fund contributions.
- E = Stabilization Fund contributions.
- F = Training Fund contributions.
- G = National Development Fund contributions.
- H = Council Levies.
- I = Total contribution value.

BYLAE

WEEKLIKSE BYDRAES DEUR WERKGEWER

Loonbande min. tot maks. tarief per uur	A	B	C	D	E	F	G	H	I
Geskoolede werknemers:									
18,00 en meer	87,20	57,20	44,40	0,40	0,80	8,50	0,45	0,50	189,85
16,00 tot 17,99	80,80	51,20	44,40	0,40	0,80	8,50	0,45	0,50	177,45
14,00 tot 15,99	71,20	45,20	44,40	0,40	0,80	8,50	0,45	0,50	161,85
12,00 tot 13,99	61,60	39,20	44,40	0,40	0,80	8,50	0,45	0,50	146,25
10,00 tot 11,99	52,40	33,20	34,40	0,40	0,80	8,50	0,45	0,50	124,25
9,00 tot 9,99	44,80	28,40	28,40	0,40	0,80	8,50	0,45	0,50	105,85
8,00 tot 8,99	40,40	25,60	28,40	0,40	0,80	8,50	0,45	0,50	98,65
7,00 tot 7,99	35,60	22,40	14,80	0,40	0,80	8,50	0,45	0,50	90,65
6,00 tot 6,99	30,80	19,60	14,80	0,40	0,80	8,50	0,45	0,50	83,05
5,00 tot 5,99	26,00	16,40	14,80	0,40	0,80	8,50	0,45	0,50	75,05
Halfgeskoolede werknemers en kwekelinge:									
6,50 tot 7,99	24,00	22,00	28,40	0,40	0,80	5,00	0,45	0,50	75,15
5,00 tot 6,49	19,20	17,20	14,80	0,40	0,80	5,00	0,45	0,50	55,55
3,50 tot 4,99	14,00	12,80	14,80	0,40	0,80	5,00	0,45	0,50	45,95
2,25 tot 3,49	9,60	8,80	14,80	0,40	0,80	5,00	0,45	0,50	37,55

SCHEDULE

EMPLOYER WEEKLY CONTRIBUTIONS

Wage band min. to max. rate per hour	A	B	C	D	E	F	G	H	I
Skilled employees:									
18,00 and above	87,20	57,20	44,40	0,40	0,80	8,50	0,45	0,50	189,85
16,00 to 17,99	80,80	51,20	44,40	0,40	0,80	8,50	0,45	0,50	177,45
14,00 to 15,99	71,20	45,20	44,40	0,40	0,80	8,50	0,45	0,50	161,85
12,00 to 13,99	61,60	39,20	44,40	0,40	0,80	8,50	0,45	0,50	146,25
10,00 to 11,99	52,40	33,20	34,40	0,40	0,80	8,50	0,45	0,50	124,25
9,00 to 9,99	44,80	28,40	28,40	0,40	0,80	8,50	0,45	0,50	105,85
8,00 to 8,99	40,40	25,60	28,40	0,40	0,80	8,50	0,45	0,50	98,65
7,00 to 7,99	35,60	22,40	14,80	0,40	0,80	8,50	0,45	0,50	90,65
6,00 to 6,99	30,80	19,60	14,80	0,40	0,80	8,50	0,45	0,50	83,05
5,00 to 5,99	26,00	16,40	14,80	0,40	0,80	8,50	0,45	0,50	75,05
Semi-skilled employees and trainees:									
6,50 to 7,99	24,00	22,00	28,40	0,40	0,80	5,00	0,45	0,50	75,15
5,00 to 6,49	19,20	17,20	14,80	0,40	0,80	5,00	0,45	0,50	55,55
3,50 to 4,99	14,00	12,80	14,80	0,40	0,80	5,00	0,45	0,50	45,95
2,25 to 3,49	9,60	8,80	14,80	0,40	0,80	5,00	0,45	0,50	37,55

2.2 Elke werkgever moet weekliks die bedrae soos in die Bylae hieronder uiteengesit, aftrek van die besoldiging van 'n werknemer wie se werklike loonskaal in enige van ondergenoemde loonbande val en wat drie volle werkdade of meer in een week gewerk het, en dié bedrae is die werknemer se bydrae tot die Pensioen-Voorsorgfonds, Mediese Fonds, Raadsheffings, Bystandfonds, Stabilisasiefonds en Gereedskapversekeringsfonds.

KOLOM: A = Pensioen-Voorsorgfondsbydraes

B = Mediese Fondsbydraes.

C = Raadsheffings.

D = Bystandfondsbydraes.

E = Stabilisasiefondsbydraes.

F = Gereedskapversekeringsbydraes.

G = Totale waarde van bydraes.

2.2 Every employer shall deduct weekly from the remuneration of an employee, whose actual wage rate falls in any of the undermentioned wage bands and who has worked for three full working days or more during any week, the amounts as set out in the Schedule hereunder, which shall be the employee's contributions to the Pension Fund, Medical Aid Fund, Council Levy, Benefit Fund, Stabilization Fund and Tool Insurance Fund.

COLUMN: A = Pension/Provident Fund contributions.

B = Medical Aid contributions.

C = Council levies.

D = Benefit Fund contributions.

E = Stabilization Fund contributions.

F = Tool Insurance Fund contributions.

G = Total deductions.

BYLAE

WEEKLIKSE BYDRAES DEUR WERKNEMER

Loonbande min. tot maks. tarief per uur	A	B	C	D	E	F	G
Geskoolde werknemers:							
18,00 en meer	57,20	44,40	0,50	0,80	0,80	0,44	94,54
16,00 tot 17,99	51,20	44,40	0,50	0,80	0,80	0,44	88,54
14,00 tot 15,99	45,20	44,40	0,50	0,80	0,80	0,44	82,54
12,00 tot 13,99	39,20	44,40	0,50	0,80	0,80	0,44	76,54
10,00 tot 11,99	33,20	34,40	0,50	0,80	0,80	0,44	63,74
9,00 tot 9,99	28,40	28,40	0,50	0,80	0,80	0,44	52,94
8,00 tot 8,99	25,60	28,40	0,50	0,80	0,80	0,44	50,14
7,00 tot 7,99	22,40	14,80	0,50	0,80	0,80	0,44	36,94
6,00 tot 6,99	19,60	14,80	0,50	0,80	0,80	0,44	34,14
5,00 tot 5,99	16,40	14,80	0,50	0,80	0,80	0,44	30,94
Halfgeskoolde werknemers en kwekelinge:							
6,50 tot 7,99	22,00	28,40	0,50	0,80*	0,80	0,44	46,54
5,00 tot 6,49	17,20	14,80	0,50	0,80	0,80	0,44	31,74
3,50 tot 4,99	12,80	14,80	0,50	0,80	0,80	0,44	27,34
2,25 tot 3,49	8,80	14,80	0,50	0,80	0,80	0,44	23,34

SCHEDULE

EMPLOYEE WEEKLY CONTRIBUTIONS

Wage band min. to max. rate per hour	A	B	C	D	E	F	G
Skilled employees:							
18,00 and above	57,20	44,40	0,50	0,80	0,80	0,44	94,54
16,00 to 17,99	51,20	44,40	0,50	0,80	0,80	0,44	88,54
14,00 to 15,99	45,20	44,40	0,50	0,80	0,80	0,44	82,54
12,00 to 13,99	39,20	44,40	0,50	0,80	0,80	0,44	76,54
10,00 to 11,99	33,20	34,40	0,50	0,80	0,80	0,44	63,74
9,00 to 9,99	28,40	28,40	0,50	0,80	0,80	0,44	52,94
8,00 to 8,99	25,60	28,40	0,50	0,80	0,80	0,44	50,14
7,00 to 7,99	22,40	14,80	0,50	0,80	0,80	0,44	36,94
6,00 to 6,99	19,60	14,80	0,50	0,80	0,80	0,44	34,14
5,00 to 5,99	16,40	14,80	0,50	0,80	0,80	0,44	30,94
Semi-skilled employees and trainees:							
6,50 to 7,99	22,00	28,40	0,50	0,80*	0,80	0,44	46,54
5,00 to 6,49	17,20	14,80	0,50	0,80	0,80	0,44	31,74
3,50 to 4,99	12,80	14,80	0,50	0,80	0,80	0,44	27,34
2,25 to 3,49	8,80	14,80	0,50	0,80	0,80	0,44	23,34

2.3 Bo en behalwe die aftrekkings in klousule 2.2 hiervan bedoel, moet die werkgever, waar 'n werknemer drie volle werkdag of meer, maar minder as vyf volle werkdag in een week gewerk het, die bydraes soos aangetoon in die Bylae hieronder, aftrek ten opsigte van elke uur wat sodanige werknemer minder as 40 uur per week gewerk het:

BYLAE

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
Geskoolde werknemers:	
18,00 en meer	4,75
16,00 tot 17,99	4,44
14,00 tot 15,99	4,05
12,00 tot 13,99	3,66
10,00 tot 11,99	3,03
9,00 tot 9,99	2,57
8,00 tot 8,99	2,39
7,00 tot 7,99	1,85
6,00 tot 6,99	1,66
5,00 tot 5,99	1,46
Halfgeskoolde werknemers en kwekelinge:	
6,50 tot 7,99	1,89
5,00 tot 6,49	1,31
3,50 tot 4,99	1,07
2,25 tot 3,49	0,86

2.3.1 Die aftrekkings in klousule 2.3 hiervan bedoel, moet net gemaak word as 'n werknemer sonder toestemming van diens afwesig was of korttyd gewerk het ingevolge klousule 9.3 van Hoofstuk 1.

2.4 Die bydraes en heffings in klousule 2.1 hiervan bedoel en die aftrekkings wat ingevolge klousule 2.2 hiervan gemaak word, moet deur die werkgever op 'n weeklikse grondslag aan die Raad betaal word, tensy vrystelling van die Raad verkry is om die bedoelde bedrae met 'n langer tussenpose as een maal per week oor te betaal.

2.5 Enige werkgever wat versuim om die bepalings van klousules 2.2 en 2.3 hiervan na te kom, is in weerwil daarvan verplig om die bedrae wat afgetrek moes word, aan die Raad te betaal.

3. SPESIALE BEPALINGS

3.1 Geen werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat drie volle werkdag of langer per week gewerk het, mag instem of versoek of 'n ooreenkoms met sy werkgever aangaan met die strekking dat die bydraes en/of aftrekkings in klousule 2 bedoel of regstreeks aan hom betaal word of nie aan die Raad betaal word nie.

3.2 'n Werkgever en sy algemene voormanne en voormanne kan skriftelik daartoe ooreenkoms om nie aan die bepalings van klousule 2 van hierdie Hoofstuk te voldoen nie. Die werkgever moet die Raad binne sewe dae van sodanige ooreenkoms verwittig.

3.3 'n Werkgever wat in gebreke bly of nalaat om die bydraes soos voorgeskryf ten opsigte van elke werknemer tydig by die Raad in te betaal, moet rente voorgeskryf volgens die Wet op die Voorgeskrewe Rentekoers, 1975, op die waarde van sodanige bydraes betaal, bereken vanaf die datum waarop die bydraes by die Raad inbetaal behoort te gewees het, tot en met die datum waarop dit werklik betaal is.

3.4 Ondanks die feit dat 'n bepaalde bydrae vir 'n werknemer betaal is, is sodanige werknemer slegs geregtig op die voordele soos voorgeskryf deur die reëls van die verskeie Fondse ter waarde van die bydrae wat werklik namens hom by die Raad inbetaal is.

2.3 In addition to deductions referred to in clause 2.2 hereof, the employer shall, in the case of an employee who has worked for three full working days or more but less than five full working days in any week, deduct the contributions as reflected in the schedule hereunder in respect of every hour such employee has worked for less than 40 hours per week:

SCHEDULE

Wage band min. to max. rate per hour	Deduction per hour
Skilled employees:	
18,00 and above	4,75
16,00 to 17,99	4,44
14,00 to 15,99	4,05
12,00 to 13,99	3,66
10,00 to 11,99	3,03
9,00 to 9,99	2,57
8,00 to 8,99	2,39
7,00 to 7,99	1,85
6,00 to 6,99	1,66
5,00 to 5,99	1,46
Semi-skilled employees and trainees:	
6,50 to 7,99	1,89
5,00 to 6,49	1,31
3,50 to 4,99	1,07
2,25 to 3,49	0,86

2.3.1 The deductions referred to in clause 2.3 hereof shall only be made if the employee has been absent from work without consent or where short time is worked in terms of clause 9.3 of Chapter 1.

2.4 The contributions and the levies referred to in clause 2.1 hereof and the deductions made in terms of clause 2.2 hereof shall be paid by the employer to the Council on a weekly basis unless exemption has been obtained from the Council to pay over the amounts referred to at intervals greater than once a week.

2.5 Any employer who has failed to comply with the provisions of clauses 2.2 and 2.3 hereof shall nevertheless be liable to pay over to the Council the amounts which should have been so deducted.

3. SPECIAL PROVISIONS

3.1 No employee for whom wages are prescribed in this Agreement who has worked for three full working days or more per week may agree or enter into an agreement with an employer that the contributions and/or deductions referred to in clause 2 either be paid directly to the employee or that the said amounts not be paid to the Council.

3.2 An employer and his general foremen and foremen may agree in writing not to comply with the provisions of clause 2 of this Chapter. The employer shall notify the Council of such agreement within a period of seven days from the date thereof.

3.3 An employer who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timeously shall pay interest at a rate prescribed in terms of the Prescribed Rate of Interest Act, 1975, on the value of such contributions, calculated from the date on which the contributions should have been paid to the Council up to and including the date actually paid.

3.4 Notwithstanding the fact that a specific contribution has been paid for an employee, such employee shall only be entitled to the benefits prescribed by the rules of the various Funds to the value of the contribution actually paid to the Council on his behalf.

4. VAKANSIEFONDSREGISTRASIE

4.1 Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne 20 dae na'tat hy in die Nywerheid begin werk het, by die Raad aansoek doen om 'n vakansiefondsregistrasie.

4.2 Die Sekretaris moet 'n alfabetiese en numeriese register hou van alle aansoeke om Vakansiefondsregistrasie en 'n spesifieke nommer aan elke aansoeker toeken. Genoemde register moet die volgende inligting verstrek ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is:

- (a) Volle naam;
- (b) geboortedatum;
- (c) persoonsnommer;
- (d) bedryf of beroep;
- (e) nasionaliteit; en
- (f) Vakansiefondsnummer deur die Fonds toegeken.

4.3 Die sluitingsdatum vir wie hierdie ooreenkoms bindend is, moet, wanneer betalings ten opsigte van toelaes en/of bydraes aan die Raad gemaak word, die werknemer se Vakansiefondsnummer en persoonsnommer aantekens.

HOOFTUK 6

FONDSE

1. STIGTING EN VOORTSETTING VAN DIE FONDSE

1.1 Die volgende Fondse word hierby voortgesit:

- (a) Die Vakansiefonds van die Bounywerheid (Transvaal), wat oorspronklik ingestel is by Goewermentskennisgewings Nos. 2688 van 21 November 1952, en R. 956 van 13 Junie 1969, soos gewysig en verleng;
- (b) die Bystandsfonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewings Nos. 2828, van 5 Desember 1952 en R. 3971 van 19 Desember 1969, soos gewysig en verleng;
- (c) die Mediese Hulpfonds vir die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewing No. 1164 van 20 Julie 1962, en soos gewysig en verleng;
- (d) die Gereedskapversekeringsfonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewing No. R. 202 van 6 Februarie 1959, soos gewysig en verleng;
- (e) die Dienstestabilisasiefonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewing No. R. 1983 van 8 Desember 1967 (hierna die Stabilisasiefonds genoem), soos gewysig en verleng.

2. ADMINISTRASIE VAN DIE FONDSE

2.1 Die onderskeie Fondse moet geadminestreer word deur 'n Bestuurskomitee deur die Raad aangestel en wat bestaan uit twee verteenwoordigers van die vakverenigings saam met twee verteenwoordigers van die werkgewers-organisasie wat partye by die Raad is. Die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyne en die belê en hou van vergaderings van die Raad en die reg van plaasvervangers vir die verteenwoordigers is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

2.2 Die Fonds moet geadminestreer word ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met hierdie Ooreenkoms, die Wet, of 'n ander wet wees nie, en moet onder andere die volgende voorskryf:

- 2.2.1 Die Fondse se bystand en die kwalifikasies daaraan verbonde;

4. HOLIDAY FUND REGISTRATION

4.1 Application for Holiday Fund Registration shall be made to the Council by every employee upon whom the provisions of this agreement are binding within 20 days of accepting employment in the Industry.

4.2 The Secretary shall maintain an alphabetical and numerical register of all Holiday Fund Registrations and allocate a specific number in respect of each applicant. The said register shall provide the following information in respect of each employee on whom the provisions of this agreement are binding:

- (a) Full name;
- (b) date of birth;
- (c) identity number;
- (d) trade or occupation;
- (e) race and nationality; and
- (f) Holiday Fund number allocated by the Fund.

4.3 The closing date in respect of contributions in respect of any particular year shall be the second Friday in October.

4.4 Every employer on whom the provisions of this Agreement are binding shall, when making payment to the Council in respect of allowances and/or contributions, record the employee's Holiday Fund number and identity number.

CHAPTER 6

FUNDS

1. ESTABLISHMENT AND CONTINUATION OF THE FUNDS

1.1 The following Funds are hereby continued:

- (a) The Transvaal Holiday fund for the Building Industry as originally established under Government Notices Nos. 2688 of 21 November 1952, and R. 956 of 13 June 1969, as amended and extended;
- (b) the Benefit Fund for the Building Industry (Transvaal), established under Government Notices Nos. 2828 of 5 December 1952 and R. 3971 of 19 December 1969, as amended and extended;
- (c) the Building Industry Medical Aid Fund (Transvaal), established under Government Notice No. 1164 of 20 July 1962, as amended and extended;
- (d) the Tool Insurance Fund for the Building Industry (Transvaal), established under Government Notice No. R. 202 of 16 February 1959, as amended and extended;
- (e) the Building Industry Services' Stabilization Fund, established under Government Notice No. R. 1983 of 8 December 1967 (hereinafter referred to as the "Stabilization Fund"), as amended and extended.

2. ADMINISTRATION OF THE FUNDS

2.1 The various Funds shall be administered by the Management Committee appointed by the Council and consisting of two representatives of the trade unions, together with two representatives of the employers' organisations which are parties to the Council. The provisions of the Council's constitution relating to the election of a chairman and a Vice-Chairman, their period of office and the calling and conduct of meetings of the Council and the right of alternates to take the place of representatives shall *mutatis mutandis* apply in the case of the Management Committee.

2.2 The Funds shall be administered in accordance with rules prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other law shall, *inter alia*, prescribe—

- 2.2.1 the Funds' benefits and the qualifications attached thereto;

2.2.2 die prosedure vir die indiening en betaling van eise;

2.2.3 ander sake waaroor die Raad besluit.

2.3 Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek, en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.

2.4 Die Raad moet 'n sekretaris wat as die Sekretaris van die Fondse bekend staan, en dié ander personeel wat nodig is vir die behoorlike administrasie van die Fondse aanstel.

2.5 Die Komitee kan enige of alle bystand weier aan en/of weerhou van 'n lid en/of sy afhanklikes wat, na die Komitee se mening, op 'n wyse opgetree het wat bereken was om die belange van die Fondse of hul lede te benadeel of wat dit na alle waarskynlikheid benadeel het: Met dien verstande dat aan sodanige lid die geleentheid gebied moet word om by die Raad, wie se beslissing finaal is, appèl aan te teken teen die beslissing van die Komitee.

2.6 Geskille betreffende die uitleg, betekenis of bedoeling van enigen van die bepalings van hierdie Ooreenkoms of rakende die administrasie van die Fondse wat die Komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

2.7 Die lede van die Bestuurskomitee, die Sekretaris, beamptes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die *bona fide*-uitvoering van hul pligte.

2.8 Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse, kom ten laste van die Fondse.

3. WERKING VAN DIE FONDSE

3.1 Die Fondse bestaan uit—

3.1.1 alle bydraes wat ooreenkomstig klousule 2 van Hoofstuk 4 in die Fondse gestort word;

3.1.2 alle rente wat verkry word uit die belegging van geld van die Fondse; en

3.1.3 alle ander gelde waarop die Fondse geregtig word.

3.2 Alle gelde wat aan die Fondse toeval, moet binne drie dae nadat dit ontvang is, op 'n afsonderlike rekening vir elke Fonds by 'n geregistreerde bank of bougenootskap in die krediet van die Fondse gedeponeer word.

3.3 Die gelde van die Fondse moet aangewend word om bystand en uitgawes ingevolge die reëls van die onderskeie Fondse te betaal.

3.4 Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan enige van die Fondse van die Raad.

3.5 Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse verskuldig is, per tjek, wat ten gunste van sodanige boedel uitgemaak is, aan sy boedel betaal word nadat 'n gesertifiseerde kopie van die doodsertifikaat aan die Sekretaris van die Fondse voorgeleë is.

3.6 Alle uitbetalings uit die Fondse geskied per tjek wat geteken is deur die Voorsitter, die Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad en mede-onderteken is deur die Sekretaris of sodanige ander plaasvervangers vir die Sekretaris as waarop die Raad van tyd tot tyd besluit.

3.7 Gelde wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as soos voorgeskryf ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956.

2.2.2 the procedure for lodging and payment of claims;

2.2.3 any other matters which the Council may decide.

2.3 The Council may at any time make new rules, alter or repeal any existing rules, and particulars of all amendments thereto shall be lodged with the Director-General of Manpower.

2.4 The Council shall appoint a secretary who shall be known as the Secretary of the Funds and such other staff as may be necessary for the proper administration of the Funds.

2.5 The Committee may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion have acted in a manner calculated or reasonably likely to injure the interests of the Funds or their members; Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

2.6 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Funds which the Committee is unable to settle, shall be referred to the Council for decision.

2.7 The members of the Management Committee, the Secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the *bona fide* discharge or their duties.

2.8 All expenses incurred in connection with the administration of the Funds shall be charge against the Funds.

3. OPERATION OF THE FUNDS

3.1 The Funds shall consist of—

3.1.1 all contributions paid into the Funds in accordance with the provisions of clause 2 of Chapter 4:

3.1.2 all interest derived from the investment of any moneys of the Funds; and

3.1.3 all other moneys to which the Funds may become entitled.

3.2 All moneys accruing to the Funds shall be deposited to the credit of the Funds in separate account with a registered bank or building society within three days after receipt thereof.

3.3 The money of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the funds.

3.4 The Council may deduct from the Holiday Fund amount payable to an employee all moneys owing by such employee to any of the Funds of the Council.

3.5 In the event of the death of an employee, the amount due from the Funds shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate being lodged with the Secretary of the funds.

3.6 All payments from the Funds shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Council, and counter-signed by the Secretary or such other alternates to the Secretary as the Council may from time to time decide.

3.7 Any moneys not required to meet current payments of expenditures may not be invested other than as prescribed in terms of section 21 (3) of the Labour Relations Act, 1956.

4. OUDITERING VAN DIE FONDSE

4.1 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet minstens één keer per jaar die rekenings van die Fondse ouditeer en voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:

4.1.1 Alle gelde wat ingevolge hierdie Ooreenkoms ontvang word;

4.1.2 uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fondse op daardie datum toon.

4.2 Die geouditeerde staat en die balansstaat van die Fondse moet daarna by die kantoor van die Raad vir inspeksie lê en kopieë daarvan, behoorlik deur die ouditeur onderteken en deur die Voorsitter van die Raad mede-onderteken, tesame met 'n verslag wat die ouditeur daarvoor uitgebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Direkteur-generaal van Mannekrag ingedien word.

5. LIKWIDASIE VAN DIE FONDSE

5.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, moet die Raad wat dan bestaan of die trustee of trustees wat ingevolge klousule 6 van hierdie Hoofstuk deur die Registrateur aangestel is, voortgaan om vir 'n tydperk van twee jaar die Fondse te administreer ten einde geld wat aan die werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur, moet geld wat ná genoemde tydperk van twee jaar in die krediet van die Fondse staan, verbeur word en aan die algemene fondse van die Raad toeval.

5.2 As die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwedeer en die bates verdeel is, moet die saldo van die Fondse soos volg verdeel word:

5.2.1 Twee vyfdes aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van sodanige likwidasië;

5.2.2 twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasië verdeel word; die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word; en

5.2.3 een vyfde moet ingevolge artikel 34 (4) (c) van die Wet bestee word.

6. VERSTRYKING VAN DIE OOREENKOMS

6.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en ingeval daar nie binne twee jaar ná die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fondse nie, moet die Raad die Fondse ingevolge klousule 5 van hierdie Hoofstuk likwedeer.

6.2 Ingeval die Raad nie die Fondse ingevolge hierdie klousule kan administreer en/of likwedeer nie en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Raad nakom en wat vir sodanige doel die bevoegdheid van die Raad het.

4. AUDITING OF THE FUNDS

4.1 A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and not later than 31 March in each year prepare a statement showing—

4.1.1 all moneys received in terms of provisions of this Agreement;

4.1.2 expenditure incurred under all headings during the 12 months ending 31 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.

4.2 The audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and counter-signed by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Manpower within three months of the close of the period covered by such statement and balance sheet.

5. LIQUIDATION OF THE FUNDS

5.1 Upon the expiry of this Agreement or any extension thereof, the Council in office at the time or the trustee or trustees appointed by the Registrar in terms of clause 6 of this Chapter shall continue to administer the Funds for a period of two years in order to pay out moneys due to employees and, subject to the approval of the Registrar, any moneys standing to the credit of the Funds after the said period of two years shall be forfeited and shall accrue to the general funds of the Council.

5.2 If upon the expiry of the said period of two years the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as follows:

5.2.1 Two-fifths to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation;

5.2.2 two-fifths to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who are covered by this Agreement; and

5.2.3 one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

6. EXPIRY OF THE AGREEMENT

6.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent Agreement being negotiated for the purpose of continuing the operations of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 5 of this Chapter.

6.2 In the event of the Council being unable to administer and/or liquidate the Funds in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.3 Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fondse geadministreer word deur die Raad wat dan bestaan. Vakatures wat in die Raad ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemersvertegenwoordigers in die Raad is.

6.4 Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad.

6.5 Wanneer hierdie Ooreenkoms verstryk, moet die Fondse, behoudens klousules 6.1 en 6.2 hiervan, ingevolge klousule 5 van hierdie Hoofstuk deur die Raad wat dan bestaan of deur die trustee of trustees wat deur die Registrateur aangestel is, gelikwadeer word.

7. SPESIALE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE

7.1 *Vakansiefonds van die Bounywerheid (Transvaal)*

7.1.1 Alle rente op gelde ontvang ten behoeve van die Vakansiefonds moet aangewend word om die administrasiekoste te dek: Met dien verstande dat 'n tekort en die bedrag ten opsigte van die aansporingsbonus gedelg moet word uit die algemene fondse van die Raad.

7.1.2 Geen bedrag ten opsigte van die Vakansiefonds mag sonder magtiging van die Raad voor die jaarlikse vakansietydperk aan 'n werknemer betaal word nie.

7.1.3 Aan elke vakman, ambagsman en vakmanassistent moet, benewens sy gewone vakansiegeld waarop hy geregtig is ingevolge die aantal bydraes wat namens hom inbetaal is, ook die bonusse betaal word.

7.1.4 Aan elke werknemer vir wie Vakansiefondsbydraes by die Raad inbetaal is, moet ooreenkomstig die bedrag van die bydraes wat inbetaal is, sy vakansiegeld betaal word voor of op die aanvangsdatum van die jaarlikse vakansietydperk elke jaar.

7.1.5 As 'n werknemer in gebreke sou bly of nalaat om binne 'n tydperk van 12 maande vanaf die datum waarop die vakansietydperk ten einde loop, die waarde van die bydrae wat ten opsigte van vakansiegeld by die Raad inbetaal is, op te eis, word die waarde daarvan verbeur en kom dit die algemene fondse van die Raad toe. Die Raad moet egter alle laat eise vir betaling ten opsigte van vakansiegeld oorweeg.

7.1.6 Ondanks hierdie klousule kan die Raad van die bedrag wat uit die Vakansiefonds aan 'n werknemer betaalbaar is, sy vakverenigingledegeld aftrek: Met dien verstande dat—

- (a) die betrokke werknemer die Sekretaris skriftelik daartoe magtig;
- (b) Die Sekretaris bogemelde bedrae aan vakverenigingledegeld hoogstens een maand na invordering daarvan betaal aan die vakvereniging wat deur die werknemer benoem is.

7.2 *Bystandsfonds van die Bounywerheid (Transvaal)*

7.2.1 *Doelstellings van die Fonds:* Die doelstellings van die Fonds is om aan lede bystand te verleen ingeval van die volgende gebeurlikhede—

- (a) slegte weersomstandighede;

6.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

6.4 In the event of the Council in office at the time being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the Council, and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.5 Upon the expiry of this Agreement, subject to the provisions of clauses 6.1 and 6.2 hereof, the Funds shall be liquidated in terms of clause 5 of this Chapter by the Council in office at the time or the trustee or trustees appointed by the Registrar.

7. SPECIAL PROVISIONS IN RESPECT OF THE FUNDS

7.1 *The Transvaal Holiday Fund for the Building Industry*

7.1.1 All interest on moneys received in respect of the Holiday Fund shall be used to cover the administrative costs: Provided that any shortfall in payments in respect of the incentive bonus shall be made up from the general funds of the Council.

7.1.2 No payments shall be made in respect of the Holiday Fund in respect of any employee before the annual holiday period without authorisation of the Council.

7.1.3 Every craftsman, artisan and craftsman's assistant shall, in addition to his ordinary holiday pay to which he is entitled in accordance with the number of contributions paid in on his behalf, also be paid the bonuses.

7.1.4 Every employee for whom Holiday Fund contributions have been paid in to the Council shall, commensurate with the amount of contributions paid in, be paid his holiday pay not later than the commencement date of the annual holiday period each year.

7.1.5 If an employee should fail or omit to claim the value of the contribution paid to the Council in respect of holiday pay within a period of 12 months from the date on which the holiday period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all late claims in respect of holiday payments.

7.1.6 Notwithstanding the provisions contained in this clause, the Council may deduct from the Holiday Fund the amount payable to an employee for his trade union subscriptions: Provided that—

- (a) the Secretary is authorised thereto in writing by the employee concerned;
- (b) the aforesaid trade union subscription amounts are the Secretary to the trade union nominated by the employee not later than one month after such deduction has been made.

7.2 *The Benefit Fund for the Building Industry (Transvaal)*

7.2.1 *Objectives of the Fund:* The objectives of the Fund shall be to provide benefits to members in the case of—

- (a) inclement weather conditions;

- (b) verlies van loon weens siekte of ongeluk in sekere omstandighede.

7.2.2 Lidmaatskap van die Fonds: Alle werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die Fonds.

7.2.3 Reserwes: Indien die bedrag wat uit die krediet van die Fonds staan, te eniger tyd tot onder die R50 000-merk sou daal, moet uitbetalings van bystand opgeskort word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan, meer as R100 000 is.

7.3 Mediese Hulpfonds vir die Bounywerheid (Transvaal)

7.3.1 Doelstellings van die Fonds: Die doelstellings van die Fonds is—

- om aan lede bystand te verleen met betrekking tot die koste van mediese dienste soos van tyd tot tyd in die reëls gemeld word, en wat voortvloei uit enige siekte en/of ongeluk;
- om behoudens die reëls van die Fonds aan lede bystand te verleen met betrekking tot die koste van medisyne en/of mediese dienste wat voortvloei uit enige siekte en/of ongeluk deur hulself of hul afhanklikes opgedoen;
- om die maatreëls te tref en die stappe te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van gesondheid onder lede, afhanklikes en persone in diens in of betrokke by die Bounywerheid;
- om 'n kontrak met enige hospitaal, geregistreerde verpleeginrigting, geregistreerde herstellingsoord of ander dergelike inrigting aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;
- om 'n kontrak met enige ander persoon, liggaam, inrigting of owerheid aan te gaan ten opsigte van mediese dienste soos van tyd tot tyd in die reëls gemeld word;
- om al die dinge te doen wat noodsaaklik is vir, bykomend is by of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

7.3.2 Lidmaatskap van die Fonds: (a) Alle geskoolde werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die fonds.

(b) Persone, uitgesonderd dié persone in (a) hiervan bedoel, wat regstreeks betrokke is of was by of in diens is of was in die Bounywerheid, kan na goeë dunks van die Raad as lede van die Fonds toegelaat word en hierdie Ooreenkoms en die reëls van die Fonds is *mutatis mutandis* van toepassing op persone wat aldus toegelaat word.

7.3.3 Lidmaatskap van die Fonds eindig—

- sodra die bydraes kragtens klousule 2 van Hoofstuk 5 nie by die Raad inbetaal is nie: Met dien verstande dat lidmaatskap behou moet word in gevalle waar lede siektebystand van die Bystandsfonds van die Bounywerheid (Transvaal) of bystand van die Militêredienfonds van die Bounywerheid (Transvaal) ontvang;
- sodra 'n lid meer as een maand agterstallig is met bydraes tot die Fonds;
- sodra 'n lid 'n betrekking het en/of diens aanvaar of betrokke is by 'n ander nywerheid;
- in die geval van alle lede wat, nadat hulle vir een jaar bystand ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent onbekwaam, geheel en al ongeskik en nie in staat om 'n ambag in die Nywerheid te beoefen nie: Met dien verstande dat kwalifiserende afhanklikes van sodanige lede na die goeë dunks van die Komitee toegelaat kan word om lid te bly op die voorwaardes wat hy vasstel.

- (b) loss of earnings as a result of sickness or accident in certain circumstances.

7.2.2 Membership of the Fund: All employees who are subject to the provisions of this Agreement are entitled to membership of the Fund.

7.2.3 Reserves: If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.3 The Building Industry Medical Aid Fund (Transvaal)

7.3.1 Objectives of the Fund: The objectives of the fund shall be—

- to assess members in regard to the costs of medical services as may be specified in the rules to be determined from time to time, and arising from any illness and/or accident;
- to assist members with regard to the costs of medicines and/or medical services arising from any illness and/or accident sustained by themselves or their dependants, subject to the rules of the Fund;
- to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Building Industry;
- to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members and their dependants;
- to contract with any other person, body, institution or authority in respect of medical services as may be specified in the rules from time to time;
- to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objectives.

7.3.2 Membership of the Fund: (a) All skilled employees who are subject to the provisions of this Agreement are entitled to membership of the Fund.

(b) Persons, other than those referred to in (a) above, who are or were directly engaged or employed in the building industry, may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement and the rules of the Fund shall *mutatis mutandis* apply to any person so admitted.

7.3.3 Membership of the Fund shall terminate—

- immediately upon failure of payment of contributions to the Council in terms of clause 2 of Chapter 5 for the Building Industry (Transvaal): Provided that membership shall be maintained in cases where members are receiving sick benefits from the Benefit Fund for the Building Industry (Transvaal) or benefits from the Building Industry Military Service Fund (Transvaal);
- when a member is more than one month in arrear with contributions to the Fund;
- immediately when a member accepts an appointment and/or is engaged and/or is employed in any other industry;
- in the case of all members who after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the industry: Provided that eligible dependants of such members may, at the discretion of the Committee, be permitted to retain the membership under such conditions as it may determine.

7.3.4 'n Lid vir wie geen bydraes ingevolge klousule 2 van Hoofstuk 5 betaal word nie omdat hy werkloos is of in 'n gebied werk wat geleë is buite die jurisduksiegebied van hierdie Ooreenkoms, kan, indien hy verlang om lid van die Fonds te bly, die vereiste bydrae weekliks kontant aan die Raad betaal.

7.3.5 *Reserwes*: Indien die bedrag in die kredit van die Fonds te eniger tyd tot onder R50 000 daal, moet uitbetaling van bystand gestaak word en nie weer hervat word nie voordat die bedrag in die kredit van die Fonds meer as R100 000 is.

7.4 Die Gereedskapversekeringsfonds van die Bounwyerheid (Transvaal)

7.4.1 *Doelstellings van die Fonds*: Die vernaamste doelstellings van die Fonds, gelees saam met die bepalings van klousule 12 van Hoofstuk 1 van hierdie Ooreenkoms, is om werknemers te vergoed vir die verlies van gereedskap, noodsaaklik vir hul ambagte, en gereedskapskiste deur diefstal vanuit toesluitplekke.

7.4.2 'n Werknemer wat vergoeding vir verlore gereedskap, noodsaaklik vir sy ambag, en vir sy gereedskapskis van die Fonds wil eis, moet by die Raad 'n skriftelike aansoek indien en die Raad van die betrokke inligting ingevolge die reëls voorsien.

7.4.3 Geen vergoeding moet uit die Fonds betaal word nie tensy die werknemer die diefstal so gou moontlik by die polisie aangemeld het, of as die werknemer weier of versuim om aan die Raad die tersaaklike inligting te verstrek wat die Raad vereis.

7.4.4 Die raming van 'n eis en die betaling uit die Fonds moet geskied uitsluitlik na goëddunke van die Raad, wie se beslissing finaal en bindend is. Die Raad hoef geen rede vir sy beslissing te verstrek nie.

7.4.5 *Reserwes*: Betaling van bystand uit die Fonds moet gestaak word wanneer die bedrag wat in die kredit van die Fonds staan, tot minder as R10 000 daal, en verdere betalings moet nie hervat word nie voordat die bedrag wat in die kredit van die Fonds staan, weer die bedrag van R20 000 beloop.

7.5 Dienstestabilisasiefonds van die Bounwyerheid (Transvaal)

7.5.1 *Doelstellings van die Fonds*: Die doelstellings van die Stabilisasiefonds is om diensstabiliteit in die Bounwyerheid en die Dimensioneleklipnywerheid te bevorder, en ten einde dit te verwesenlik, dié dinge te doen wat nodig is om die skade wat lede weens verlore tyd ly, tot 'n minimum te beperk, en dit behels onder meer—

- (a) geldelike bystandsverlening gebaseer op bydraes en verdienste soos gewoonlik deur hierdie Ooreenkoms ingevolge die reëls voorgeskryf;
- (b) die verskaffing van geriewe om dienskontinuiteit te bevorder en die frekwensie van verlore tyd as gevolg van werkwisseling te verminder;
- (c) die oprigting en instandhouding van 'n werkverskaffingsburo ten einde alle werklose werknemers te registreer en sodanige werknemers te help om geskikte werk te kry;
- (d) die dinge te doen wat die Bestuurskomitee nodig ag om die doelstellings hierbo uiteengesit, te verwesenlik;
- (e) die verleen van geldelike bystand, kragtens die reëls van die Fonds, aan geskoolde en halfgeskoolde werknemers wat militêre diens verrig of opleiding ondergaan ingevolge die Verdedigingswet, 1957, of die Polisiewet, 1958.

7.3.4 A member for whom no contributions are paid in accordance with clause 2 of Chapter 5 due to his being unemployed or working outside the area of jurisdiction of this Agreement may, if he desires to remain a member of the Fund, pay the Council the required contribution in cash weekly.

7.3.5 *Reserves*: If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.4 The tool Insurance Fund for the Building Industry (Transvaal)

7.4.1 *Objectives of the Fund*: the principle objectives of the Fund, read with the provisions of clause 12 of Chapter 1 of this Agreement, shall be to compensate employees for the loss of tools, essential to their trades, and tool boxes by theft from lock-ups.

7.4.2 An employee wishing to claim compensation from the Fund for lost tools, essential to his trade(s), and tool box shall lodge a written application with the Council and supply the Council with the relevant information in terms of the rules.

7.4.3 No payments shall be made by the Fund unless the employee has reported the theft to the police as soon as practicable, or if the employee refuses or fails to supply the Council with the information the Council may require.

7.4.4 The assessment of a claim and the payment from the Fund shall be in the absolute discretion of the Council whose decision shall be final and binding. The Council shall not be obliged to give any reason for its decision.

7.4.5 *Reserves*: Payment of benefits from the Fund shall cease whenever the amount standing to the credit of the fund falls below R10 000, and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R20 000.

7.5 The Building Industry Services' Stabilization Fund

7.5.1 *Objectives of the Fund*: The objectives of the Stabilization Fund shall be to promote stability of employment in the Building and Dimensional Stone Industries and to that end to do such things as may be necessary to minimise the effect of lost time suffered by members, including—

- (a) the granting of financial assistance based on contributions and earnings normally prescribed by this Agreement;
- (b) the provision of facilities to promote continuity of employment and to reduce the incidence of lost time resulting from changes in employment;
- (c) establishing and maintaining an employment bureau in order to register all unemployed employees and to assist such employees to obtain suitable employment;
- (d) doing such things as may be considered necessary by the Management Committee to achieve the aims set out above;
- (e) the granting of financial assistance, in accordance with the rules of the Fund, to skilled and semi-skilled employees undergoing military service or training in terms of the Defence Act, 1957, or the Police Act, 1958.

7.5.2 *Reserves*: Indien die bedrag wat in die krediet van die Fonds staan, te eniger tyd tot onder R250 000 daal, moet uitbetaling van bystand gestaak word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Stabilisasie-fonds staan, meer as R500 000 is.

8. BYSTAND ONVERVREEMBAAR

Die bystand verskaf deur die Fondse in hierdie Hoofstuk bedoel, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedeer, te verpand of te verhipotekeer, hou onmiddellik op om geregtig te wees op bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes moet beëindig word.

9. TERUGHOU VAN BYSTAND

'n Werknemer wat lid van enige van die Raad se Fondse is en op bystand geregtig is, moet na goeë dunnke van die Raad van bystand uit enigeen van die Fondse ontnem word in die geval waar sodanige werknemer 'n vals verklaring maak of op watter wyse ook al probeer om op bedrieglike of oneerlike wyse bystand te verkry.

10. ANDER FONDSE

10.1 Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds van die Bounywerheid (ingestel deur die Bou-Industrieë Federasie van Suid-Afrika) (hierna die Nasionale Ontwikkelingsfonds genoem), magtig hy hierby die invordering van bydraes ten einde die doelstellings van genoemde Nasionale Ontwikkelingsfonds te verwesentlik.

10.2 Nademaal die Raad verwittig is van die stigting van die Opleidingskema van die Bounywerheid (ingestel deur die Bou-Industrieë Federasie van Suid-Afrika) (hierna die Opleidingskema genoem), magtig hy hierby die invordering van bydraes ten einde die doelstellings van die Opleidingskema te verwesenlik.

10.2.1 Elke werkgewer moet die bedrag wat hy verplig is om by te dra tot die Opleidingskema van die Bounywerheid ingevolge Goewermmentskennigsewing No. R. 1948 van 11 September 1987, soos gewysig en verleng, aan die Sekretaris van die Raad betaal. Die bedrae ingevorder ingevolge hierdie klousule, moet van tyd tot tyd aan die Bou-Industrieë Federasie van Suid-Afrika oorbetal word.

10.3 Die Pensioenfonds van die Bounywerheid (Transvaal), ingestel by Goewermmentskennigsewing No. R. 859 van 8 Junie 1962, soos van tyd tot tyd gewysig word hierby verleng.

10.3.1 Die Raad moet die bydraes ten opsigte van werknemers wat by die Nywerheid betrokke is, invorder en die bydraes wat aldus ontvang word, oorbetal aan Fedlife Assurance Limited vir die doel om die pensioen en lewensdekkingseise te administreer ooreenkomstig die ooreenkoms wat aangegaan is en die reëls van die Fonds soos van tyd tot tyd deur die Raad bepaal.

10.4 Hierby word die Voorsorgfonds van die Bounywerheid gestig, wat hierna die "Voorsorgfonds" genoem word.

10.4.1 Die Raad moet op die manier voorgeskryf by hierdie klousule 'n voorsorgfonds vir alle kategorieë van werknemers in die Bounywerheid instel.

10.4.2 Ten einde die oogmerke van hierdie klousule te verwesenlik moet die Raad onderhandel met Fedlife Assurance Limited ten einde 'n bevestigende Voorsorgfonds in te stel.

10.4.3 Die Raad moet elke maand aan gemelde firma ten opsigte van gemelde Voorsorgfonds die totale bedrag van bydraes ingevorder ingevolge hierdie klousule, oorbetal.

7.5.2 *Reserves*: If at any time the amount to the credit of the Fund drops below R250 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Stabilization Fund exceeds R500 000.

8. BENEFITS INALIENABLE

The benefits provided by the Funds referred to in this Chapter are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

9. WITHHOLDING OF BENEFITS

An employee who is a member of any of the Funds of the Council and entitled to benefits shall in the absolute discretion of the Council be deprived of any benefit from any of the Funds in the event of such employee making a false statement or in any way attempting to obtain benefits fraudulently or dishonestly.

10. OTHER FUNDS

10.1 The Council having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the National Development Fund) it hereby authorises the collection of contributions for the purpose of implementing the objects of the said National Development Fund.

10.2 The Council having been advised of the establishment of the Building Industries Training Scheme (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the Training Scheme) it hereby authorises the collection of contributions for the purpose of implementing the objects of the said Training Scheme.

10.2.1 Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Building Industry Training Scheme in terms of Government Notice No. R. 1948 of 11 September 1987, as amended and extended. The amounts collected in terms of this clause shall from time to time be paid over to the Building Industries Federation of South Africa.

10.3 The Building Industry Pension Fund (Transvaal), established under Government Notice No. R. 859 of 8 June 1962, as amended from time to time, is hereby extended.

10.3.1 The Council shall collect contributions in respect of employees operating in the industry and shall pay over to Fedlife Assurance Limited the contributions so received, for the purpose of administering the pension and life assurance claims in accordance with the agreement entered into and the rules of the Fund as determined by the Council from time to time.

10.4 The Building Industry Provident Fund is hereby established and hereinafter referred to as the "Provident Fund".

10.4.1 The Council shall in the manner prescribed in this clause establish a Provident Fund for all categories of employees in the Building Industry.

10.4.2 For the purpose of implementing the objects of this clause the Council shall negotiate with Fedlife Assurance Limited for the establishment of a satisfactory provident fund.

10.4.3 The Council shall each month pay over to the said Company in respect of the said Provident Fund the total amount of the contributions collected in terms of this clause.

10.4.4 Kopieë van dokumente met volledige besonderhede van die Voorsorgfonds wat ingevolge hierdie Ooreenkoms ingestel word, moet by die Direkteur-generaal van die Departement van Mannekrag, ingedien word.

10.4.5 Elke werknemer het op die datum van die inwerkingtreding van die Voorsorgfonds die reg om 'n keuse uit te oefen om 'n lid van die Pensioenfonds te bly of om 'n lid van die Voorsorgfonds te word.

Elke werknemer wat in die bedryf begin werk ná die implementering van die Voorsorgfonds, moet binne 30 dae vanaf die datum van diensaanvaarding 'n keuse maak om lid van of die Pensioenfonds of die Voorsorgfonds te wees.

'n Werknemer is slegs daarop geregtig om een maal 'n keuse te maak betreffende lidmaatskap tot die fondse.

10.4.6 Die bydraes van die Voorsorgfonds is gelyk aan die Pensioenfondsbydraes, soos van tyd tot tyd deur die Raad bepaal.

10.4.7 Die Raad het die reg om ander reëls te bepaal of om die reëls te wysig vir die doeleindes van die administrasie van die Voorsorgfonds.

HOOFTUK 7

PROSEDURERIGLYNE

1. PERSONEELBESNOEIING

2. GRIEFHANTERING

3. DISSCIPLINE

Werkgewers en werknemers moet alle pogings aanwend om die volgende riglyne van die Nywerheid na te kom:

1. PERSONEELBESNOEIING

1.1 DOELWIT

1.1.1 Om riglyne te verskaf vir die hantering van personeelbesnoeiing.

1.2 WOORDOMSKRYWING

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

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

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

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

Hoewel daar 'n onderskeid getref word tussen besnoeiing en oortolligheid, moet die prosedure wat in hierdie afdeling uiteengesit word, in albei gevalle gevolg word.

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

1.3 RAADPLEGING MET BETROKKE WERKNEMERS EN VAKVERENIGINGS

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

10.4.4 Copies of documents containing detailed information of the Provident Fund as established in terms of this Agreement, shall be lodged with the Director-General of the Department of Manpower.

10.4.5 Every employee at the time of coming into operation of the Provident Fund shall have the right to elect to remain a member of the Pension Fund or to become a member of the Provident Fund.

Every employee entering the Industry any time after the implementation of the Provident Fund shall, within 30 days of so entering the Industry, elect either to be a member of the Pension Fund or the Provident Fund.

An employee shall be entitled to exercise his choice as to membership of the Funds, once only.

10.4.6 the Provident Fund contributions shall be equal to the Pension Fund contributions as determined by the Council from time to time.

10.4.7 The Council shall have the right to determine any other rules or to amend any of the rules for the purpose of administering the Provident Fund.

CHAPTER 7

PROCEDURAL GUIDELINES

1. RETRENCHMENT

2. GRIEVANCE

3. DISCIPLINARY

Employers and employees shall make every endeavour to comply with the following Industry guidelines:

1. RETRENCHMENTS

1.1 PURPOSE

1.1.1 To provide guidelines on handling retrenchments.

1.2 DEFINITIONS

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

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

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

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

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

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

1.3 CONSULTING WITH AFFECTED EMPLOYEES AND TRADE UNIONS

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

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

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

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

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

- 1.4.2.1 'n Nie-vervangingsbeleid;
- 1.4.2.2 die uitskakeling van die gebruik van tydelike of los werkers of die vermindering daarvan;
- 1.4.2.3 sorgvuldige heroorweging van oortyd in die betrokke afdeling;
- 1.4.2.4 die oorweging van die verplasing van werknemers wat geraak word;
- 1.4.2.5 die oorweging van die herverdeling van take;
- 1.4.2.6 hersiening van onderkontrakte;
- 1.4.2.7 die werk van korttyd of die gee van onbetaalde verlof aan werknemers;
- 1.4.2.8 die beëindiging van die diens van werknemers wat ouer is as die normale aftree-ouderdom;
- 1.4.2.9 die maak van 'n aanbod dat werknemers vrywillig vroeër kan aftree, in ooreenstemming met die reëls van die betrokke pensioenfonds.

1.5 REGVERDIGING VAN DIE NOODSAAKLIKHEID OM TE BESNOEI

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

- 1.5.1 'n Konstante afwaartse neiging in beskikbare werk, wat regstreeks verband hou met die tenderstelsel in die Bounywerheid;
- 1.5.2 die beëindiging van sekere werkgebiede of afdelings van die besigheid;
- 1.5.3 die herorganisasie of rasionalisasie van werksaamhede, wat daartoe kan lei dat 'n sekere aantal poste uitgeskakel word;
- 1.5.4 die invoering van nuwe tegnologie/meganisasie (oortolligheid).

1.6 SELEKSIEKRITERIA

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

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

- 1.6.2.1 Gedokumenteerte en bewese gevalle van swak prestasie;
- 1.6.2.2 die behoud van werknemers met skaars en spesiale vaardighede.

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

1.4 ATTEMPTS TO AVOID OR MINIMISE RETRENCHMENT

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

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

- 1.4.2.1 Non-replacement policy;
- 1.4.2.2 eliminating/reducing the use of temporary/casual labour;
- 1.4.2.3 careful consideration on overtime in the affected area;
- 1.4.2.4 considering transferring affected employees;
- 1.4.2.5 considering the re-allocation of tasks;
- 1.4.2.6 reviewing sub-contracts;
- 1.4.2.7 working short time or granting employees unpaid leave;
- 1.4.2.8 terminating the services of employees who are beyond normal retirement age; and
- 1.4.2.9 offering employees voluntary early retirement in line with the rules of the applicable pension fund.

1.5 JUSTIFYING THE NEED TO RETRENCH

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

- 1.5.1 Consistent downward trend in terms of work on hand, which could be directly linked to the tendering system within the Building Industry.
- 1.5.2 termination of certain areas or sections of the business;
- 1.5.3 re-organisation or rationalisation of operations which may result in the elimination of a certain number of jobs;
- 1.5.4 introduction of new technology/mechanisation (redundancy).

1.6 SELECTION CRITERIA

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

1.6.2 Management and employee/employee representatives should consider:

- 1.6.2.1 Documented and proven cases of poor performance;
- 1.6.2.2 retaining employees with rare and special skills.

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

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

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

1.7 KOMMUNIKASIE MET BETROKKE BESTUURSELEDE EN WERKNEMERS

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

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

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

1.7.3.1 Redes vir die besnoeiing;

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

1.7.3.3 voorgenome datum van diensbeëindiging;

1.7.3.4 verwagtings betreffende huidige werk en die handhawing van dissipline;

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

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

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

1.8 BELANGRIKE PUNTE VAN PROSEDURE

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

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

1.8.2.1 Beëindigingsdatum;

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

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

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

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

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

1.8.2.7 ander persoonlike, toepaslike kommentaar.

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

1.6.4 Employees undergoing military training cannot be retrenched. This will constitute a criminal offence.

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

1.7 COMMUNICATION WITH RELEVANT MANAGEMENT EMPLOYEES

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

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

1.7.3 Give reasonable advance warning (± 2 weeks) to the employees and inform them of the following:

1.7.3.1 Reasons for the retrenchment;

1.7.3.2 Criteria to be used in selecting retrenchees;

1.7.3.3 proposed dates of retrenchment;

1.7.3.4 expectations regarding current work and the maintenance of discipline;

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

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

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

1.8 IMPORTANT POINTS OF PROCEDURE

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

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

1.8.2.1 Termination date;

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

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

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

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

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

1.8.2.7 other personal appropriate comments.

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

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

1.9 HERINDIENSNEMING

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

1.10 BETALINGS AAN WERKNEMERS WAT AS GEVOLG VAN PERSONEELVERMINDERING AFBETAAL WORD

1.10.1 Betaling vir tyd gewerk.

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

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

1.10.4 Bonusbetalings (indien van toepassing).

2. GRIEWEPROSEDURES

2.1 DIE HANTERING VAN GRIEWE

2.1.1 Omskrywing

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

- die werknemer se werk;
- die werknemer se werksomgewing;
- die werknemer se diensvoorwaardes;
- die manier waarop daar oor die werknemer toesig gehou word.

2.1.2 Doelwit

2.1.2.1 Vir die werknemer:

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

2.1.2.2 Vir die werkgever:

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

1.8.3 Retrenchment should be phased in wherever possible.

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

1.9 RE-EMPLOYMENT

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

1.10 PAYMENTS TO RETRENCHÉES

1.10.1 Payment for time worked.

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

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

1.10.4 Bonus payments (if applicable).

2. GRIEVANCE PROCEDURES

2.1 GRIEVANCE HANDLING

2.1.1 Definition

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

- such employee's work;
- such employee's environment;
- such employee's conditions of employment;
- the manner in which such employee is supervised.

2.1.2 Purpose

2.1.2.1 For the employee:

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

2.1.2.2 For the employer:

To provide the employer with the means to ensure that his employees' grievances are speedily and justly dealt with by their managers, foremen or supervisors, and that his employees need not resort to outside agents (trade unions, lawyers) to seek redress for their grievances. An effective grievance handling procedure lessens the likelihood of stoppages and illegal strikes caused by unresolved grievances.

2.1.2.3 Vir die voorman/toesighouer:

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

2.1.3 Beginsels

'n Griewe-prosedure moet op die volgende beginsels gebaseer word om doeltreffend te kan werk:

- 2.1.3.1 Daar moet wedersydse aanvaarding van en begrip vir die prosedure by die bestuur en die werknemers wees.
- 2.1.3.2 Die prosedure moet vir alle werknemers toeganklik wees.
- 2.1.3.3 Werknemers en hul verteenwoordigers moet voel dat hulle hul griewe vryelik en sonder vrees kan lug.
- 2.1.3.4 Die verantwoordelikheid en die gesag om griewe (die belangriker sake) uit te skakel, moet by die bestuur berus.
- 2.1.3.5 Daar moet gesien kan word dat die griewe-prosedure doeltreffend werk.
- 2.1.3.6 Griewe moet so spoedig moontlik en op die laagste moontlike vlak uitgeskakel word, en moet so gou moontlik ná die voorval wat daartoe aanleiding gegee het, deur die werknemer(s) aangemeld word.
- 2.1.3.7 Die prosedure moet die rolle van die betrokkenes en die stappe wat gevolg moet word, duidelik uiteensit.
- 2.1.3.8 Werknemers en hul verteenwoordigers moet nie enige loonverlies ly as gevolg van tyd wat hulle daaraan bestee het om griewe te probeer oplos nie.
- 2.1.3.9 Daar moet daarop gelet word dat 'n grief nie uit die weg geruim is nie, tensy en totdat dit tot tevredenheid van die betrokke werknemer of werknemers uitgeskakel is.

2.1.4 Die rol van die kontrakbestuurder/terreinagent

Die verantwoordelikhede en rol van die kontrakbestuurder of terreinagent ten opsigte van die griewe-prosedure is gewoonlik die volgende:

- 2.1.4.1 Hy moet verseker dat die nodige stelsels vir die hantering van griewe geïmplementeer word.
- 2.1.4.2 Hy moet verseker dat almal onder sy beheer vertroud is met die griewe-prosedure en dat hulle dit verstaan.
- 2.1.4.3 Hy moet verseker dat die griewe-prosedure nagekom word.
- 2.1.4.4 Hy moet verseker dat almal wat by die proses betrokke is, opgelei is met die oog op die bepaalde funksies wat hulle moet uitvoer.
- 2.1.4.5 Hy moet ondergeskikte voormanne en toesighouers help om werkers se griewe op 'n doeltreffende manier te hanteer.

3. DISSIPLINÊRE PROSEDURES**3.1 OMSKRYWING VAN DISSIPLINE**

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

3.2 DOELWIT**3.2.1 Vir die werkgewer:**

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

2.1.2.3 For the foreman/supervisor:

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

2.1.3 Principles

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

- 2.1.3.1 Mutual acceptance and understanding of the procedure by both management and employees.
- 2.1.3.2 The procedure must be accessible to all employees.
- 2.1.3.3 Employees and their representatives must feel free to submit grievances without fear.
- 2.1.3.4 The responsibility and authority for resolving grievances (major issues) must rest with management.
- 2.1.3.5 The grievance procedure must be seen to be effective.
- 2.1.3.6 Grievances must be settled as early as possible and at the lowest possible level, and should be submitted by the employee(s) as soon as possible after the incident which gave rise to it.
- 2.1.3.7 The procedure should clearly spell out the roles of participants and the steps to be followed.
- 2.1.3.8 Employees and their representatives should not incur any loss of wages in respect of time spent in resolving grievances.
- 2.1.3.9 It should be noted that a grievance is not resolved unless and until the employee or employees in question are satisfied that the grievance has been resolved.

2.1.4 The role of the contracts manager/site agent

The responsibilities and role of the contracts manager/site agent are generally the following in terms of the grievances process:

- 2.1.4.1 Ensuring that the necessary systems for handling grievances are implemented;
- 2.1.4.2 making sure that everybody under his control is familiar with the grievance procedure and that they understand it;
- 2.1.4.3 ensuring that the grievances procedures are adhered to;
- 2.1.4.4 ensuring that everybody who is involved in the process has been trained in terms of specific functions that have to be performed; and
- 2.1.4.5 assisting subordinate foremen and supervisors in handling grievances of workers in an effective manner.

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

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

3.2 PURPOSE**3.2.1 For the employer:**

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

3.2.2 Vir die voorman en toesighouer:

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

3.2.3 Vir die werknemer:

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

3.3 DISSIPLINÊRE KODE EN PROSEDURE

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

3.4 KONSEKWENTE TOEPASSING VAN DISSIPLINÊRE KODE

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

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

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

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

3.5 BEGINSELS

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

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

3.5.2 daar moet seker gemaak word dat die stelsel op alle werknemers van die maatskappy van toepassing is;

3.5.3 alle werknemers moet bewus wees van die bestaan van die dissiplinêre kode en procedure en moet daarmee vertrouwd wees;

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

3.5.5 daar moet 'n reg tot appèl wees; en

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

3.6 TOEPASSING VAN DISSIPLINE

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

3.2.2 For the foreman and supervisor:

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

3.2.3 For the employee:

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

3.3 DISCIPLINARY CODE AND PROCEDURE

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

3.4 CONSISTENT APPLICATION OF DISCIPLINARY CODE

An important element of the general perception of fairness and equity is that a equality of treatment or consistency thereof.

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

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

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

3.5 PRINCIPLES

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

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

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

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

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

3.5.5 ensure a right to appeal; and

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

3.6 IMPOSING DISCIPLINE

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

3.7 VERSAGTENDE OMSTANDIGHED

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

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

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

3.8 WAARSKUWINGS

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

3.9 REKORD VAN SKRIFTELIKE WAARSKUWINGS

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

3.10 DISSIPLINÊRE VERHORE**3.10.1 Onderzoek**

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

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

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

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

3.10.1.4.1 waar dit begaan is;

3.10.1.4.2 wanneer dit begaan is;

3.10.1.4.3 wie dit sien gebeur het;

3.10.1.4.4 of dit 'n eerste oortreding is;

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

3.10.1.5 Daarna sal dié situasie geëvalueer moet word:

3.10.1.5.1 Is daar positiewe bewyse of bloot menings?

3.10.1.5.2 Regverdig die feite van die saak dissiplinêre optrede?

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

3.10.2 Teenwoordigheid van werknemer by ondersoek

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

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

3.7 MITIGATING CIRCUMSTANCES

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

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

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

3.8 WARNINGS

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

3.9 RECORD OF WRITTEN WARNINGS

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

3.10 DISCIPLINARY HEARINGS**3.10.1 Enquiry**

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

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

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

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

3.10.1.4.1 where was it committed;

3.10.1.4.2 when was it committed;

3.10.1.4.3 who saw it taking place;

3.10.1.4.4 whether it was a first offence;

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

3.10.1.5 Thereafter it will be necessary to evaluate the situation:

3.10.1.5.1 Do you have positive proof or mere opinions?

3.10.1.5.2 Do the facts of the matter warrant disciplinary action?

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

3.10.2 Presence of employee at enquiry

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

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

3.10.3 Toereikende kennis aan werknemer

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

3.10.4 Weiering van werknemer om verhoor by te woon

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

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

3.10.5 Tolk

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

3.10.6 Teenwoordigheid van vakverenigingamptenare

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

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

3.10.7 Billike verhoor

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

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

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

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

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

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

3.10.3 Adequate notice to employee

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

3.10.4 Refusal by employee to attend hearing

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

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

3.10.5 Interpreter

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

3.10.6 Presence of union officials

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

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

3.10.7 Fair hearing

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

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

3.10.7.3 An opportunity for an employee to give his version of the events in question.

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

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

3.10.7.6 Impartial presiding officer. The person presiding over the hearing should have no direct involvement in the matter. He should be sufficiently senior to make a fair judgment without fear of favour or bias. The presiding officer should be someone of a low enough level in the management's hierarchy to enable there to be an appeal to a management representative at a higher level.

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

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

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

3.10.7.10 Reg tot appèl. Die werknemer het die reg om te appelleer teen die beslissing en sodanige appèl moet toegestaan word. Dit is in die bestuur se belang om enige vorige prosedure-onbillikheid tydens die appèlverhoor reg te stel. Indien 'n besondere getuie byvoorbeeld nie in 'n vroeë stadium geroep is nie, moet hierdie getuie geroep en kruisondervra word, selfs tydens die appèlverhoor.

3.11 OPSOMMING VAN PROSEDUREBILLIKHEID: RIG-LYNE VIR DISSIPLINÊRE VERHOOR

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

3.11.1.1 Werknemer se voorverhoorregte:

- (i) Daar moet 'n verhoor wees.
- (ii) Die werknemer moet teenwoordig wees.
- (iii) Die voorsitter moet onpartydig wees.
- (iv) Moenie die saak in enige opsig vooruit beoordeel nie.
- (v) Reël vir 'n spoedige verhoor (dit wil sê spoedig na die beweerde oortreding).
- (vi) Gee die werknemer toereikend kennis van die verhoor (24 uur word voorgestel).
- (vii) Stel die werknemer in hierdie stadium in kennis van sy reg om verteenwoordig te word en dat hy getuies mag roep.

3.11.1.2 By die verhoor:

- (i) Stel alle teenwoordiges voor en verseker dat die verrigtinge ten volle deur die werknemer verstaan word.
- (ii) Stel die werknemer in kennis van die beweerde oortreding met relevante besonderhede.
- (iii) Hanteer alleenlik die feite van die situasie.
- (iv) Gee die werknemer 'n geleentheid om sy saak te stel.
- (v) Gee die werknemer 'n geleentheid om getuies te roep en te ondervra.
- (vi) Sluit die verhoor om 'n besluit te neem (dit wil sê om die getuienis wat gelewer is te oorweeg).

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

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

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

3.11.2.3 Wees konsekwent.

3.11.2.4 Stel die werknemer in kennis van die straf opgelê.

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

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

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

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

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

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

3.11 SUMMARY OF PROCEDURAL FAIRNESS: DISCIPLINARY ENQUIRY GUIDELINES

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

3.11.1.1 Employee's pre-enquiry rights:

- (i) There must be a hearing.
- (ii) The employee must be present.
- (iii) The chairman must be impartial.
- (iv) Do not prejudice the case in any way.
- (v) Arrange for a prompt hearing (i.e. soon after the alleged offence).
- (vi) Give the employee adequate notice of the hearing (suggest 24 hours).
- (vii) Inform the employee at that point of his right to be represented and to bring witnesses.

3.11.1.2 At the enquiry:

- (i) Introduce everybody and ensure the proceedings are fully understood by the employee.
- (ii) Advise the employee of the alleged offence with relevant particulars.
- (iii) Deal with the facts of the situation only.
- (iv) Allow the employee the opportunity to state his case.
- (v) Allow the employee the opportunity to call and question witnesses.
- (vi) Close the enquiry pending a decision (i.e. consider all the evidence).

3.11.2 PART TWO: To decide on the appropriate penalty:

3.11.2.1 Reopen the enquiry and inform the employee of the findings. If guilty, give reasons.

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

3.11.2.3 Be consistent.

3.11.2.4 Advise of the penalty imposed.

3.11.2.5 Inform the employee of his right to appeal.

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

BYLAE A

R2,00 Inkomste-seël
betaalbaar
deur werkgever

BOUNYWERHEIDSRAAD (TRANSVAAL)**DIENSKONTRAK VAN KWEKELING-AMBAGSMAN
(NIE-AANGEWESE AMBAG)****1. AFDELING A: PARTYE BY DIE KONTRAK**

1.1 Hierdie kwekelingkontrak kragtens klousule 7.2 van Hoofstuk 1 van die Hooffooreenkoms van die Bounywerheidsraad (Transvaal) gesluit deur en aangegaan tussen—

1.1.1van (adres)

hierna die werkgever genoem;

1.1.2van (adres)

I.D.-nommer.....

Vakansiefondsno....., hierna die "kwekeling" genoem;

EN

1.1.3 Bounywerheidsraad (Transvaal), verteenwoordig deur die Hoofsekretaris.

1.2 In die geval van 'n minderjarige, bygestaan deur sy voog

..... van (adres)

2. AFDELING B: ONDERNEMING DEUR KWEKELING

2.1 Genoemde kwekeling onderneem—

2.1.1 om hom met die werkgever in die nie-aangewese ambag van te verbind vir 'n tydperk van twee jaar wat 'n aanvang neem op of totdat die kwekeling die toepaslike ambagstoets geslaag het by die BIFSA-Opleidingskollege, Springs, soos deur die ORBI (Opleidingsraad vir die bou-Industrieë) bepaal;

2.1.2 om sy werkgever op getroue, eerlike en ywerige wyse te dien, en al die wettige en redelike opdragte en vereistes van die werkgever, of diene onder wie se gesag hy geplaas word, te gehoorsaam;

2.1.3 om geen inligting wat verband hou met die besigheid van sy werkgever aan enige persoon, wie ook al, mee te deel of met sodanige persoon te bespreek nie;

2.1.4 om nie direk of indirek enige belang, hetsy as betaalde agent of werknemer, in enige ander besigheid of onderneming as dié van sy werkgever te hê nie;

2.1.5 om nie sonder toestemming en/of 'n aanvaarbare rede van sy werk afwesig te wees nie;

2.1.6 om die diensvoorwaardes soos in hierdie kontrak vervat, te aanvaar;

2.1.7 om gedurende hierdie kwekelingkontrak die voorgeskrewe kursusse in sy ambag by die BIFSA-Opleidingskollege, Springs, by te woon, en al die modules van Opleidingsprestasiëriteria (OPK) en Produksieprestasiëriteria (PPK) met sukses te voltooi.

3. AFDELING C: ONDERNEMING DEUR WERKGEWER

3.1 Genoemde werkgever onderneem—

3.1.1 om genoemde kwekeling vir die tydperk soos bepaal in paragraaf 2.1.1 van afdeling B van hierdie kontrak, in diens te neem, en om genoemde kwekeling doeltreffend te onderrig/op te lei, of doeltreffend te laat onderrig/oplei in die vaardighede gespesifiseer in ooreenstemming met die opleidingsprogram soos van tyd tot tyd deur BIFSA opgestel en deur die Bounywerheidsraad (Transvaal) goedgekeur;

3.1.2 om wanneer die Raad hom aldus in kennis stel, die kwekeling te stuur om die praktiese opleidingskursusse aan 'n institusionele opleidingsentrum wat deur die Raad goedgekeur is, by te woon vir die volle duur van die kursusse soos van tyd tot tyd deur die opleidingsentrum bepaal;

3.1.3 om die voorgeskrewe loon aan genoemde kwekeling te betaal, en te voldoen aan al die ander diensvoorwaardes soos vervat in die Ooreenkoms van die Bounywerheidsraad (Transvaal);

3.1.4 om aan die kwekeling die geleentheid te gun om watter toetse ook al, soos vereis volgens die opleidingsprogram, af te lê, en hom toe te laat om sodanige opleidingskursusse by die Bou-Industrieë Opleidingskollege by te woon, wanneer die Bounywerheidsraad (Transvaal) hom aldus van sodanige bywoning in kennis stel;

3.1.5 om verantwoordelik te wees vir die betaling van lone en bydraes aan die kwekeling of die Raad, na gelag van die geval, gedurende enige tydperk wat die kwekeling enige kursus by die institusionele opleidingsentrum bywoon.

4. AFDELING D: BETALING VAN LONE EN BYDRAES

4.1 Om die loontariewe vir kwekelinge te bereken, is die volgende persentasies van toepassing:

Kwekeling-ambagsmanne wat werksaam is in die nie-aangewese ambagte:

Na voltooiing van 'n eerste opleidings- of dienstydperk kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957), of artikel 34A (ii) van die Polisiewet, 1958 (Wet No. 7 van 1958), plus 5% van 'n ambagsman se loon.

Na suksesvolle voltooiing van alle OPK- en PPK-modules: 25% van die tariewe vir 'n ambagsman voorgeskryf.

Hierina moet 'n praktiese oriënteringstydperk van 18 maande op die werksterrein voltooi word.

Na 'n verpligte ambagstoets geslaag is na die 18 maande werksterrein-oriëntering: plus 30% van die voorgeskrewe tarief vir 'n ambagsman, of plus 35% as Militêre/Polisie-opleiding nie gedurende leerlingskap voltooi is nie.

Aanvangstarief: 40% van tarief vir ambagsmanne voorgeskryf.

4.2 Betaling van lone en bydraes ingevolge die Raad se Ooreenkoms bly die werkgewer se verantwoordelikheid.

5. AFDELING E: ALGEMEEN

5.1 Hierdie kontrak kan slegs met wedersydse toestemming van al die party gekanselleer of na 'n ander werkgewer oorgedra word. Die kontrak sal egter van krag bly tot dit finaal deur die Raad gekanselleer word.

5.2 Die werkgewer is aanspreeklik vir die indiensneming en opleiding van die kwekeling gedurende enige tydperk wat hierdie kontrak van krag is.

5.3 Die Raad kan egter die kontrak kanselleer na ontvangs van 'n ten volle gemotiveerde aansoek van enige van die partye, en na oorweging van die feite rondom sodanige aansoek. Die ander partye moet skriftelik deur die Raad van sodanige kansellering in kennis gestel word. Die bepalings van die Raad se Ooreenkoms met betrekking tot verbode diens, is van toepassing na kansellering van die kontrak, indien die werkgewer voortgaan om die werknemer in sy diens te behou.

5.4 Die bepalings van die Raad se Ooreenkoms is, waar nie strydig met die kontrak nie, op alle kwekelinge en hul werkgewers van toepassing.

5.5 Werkgewers en/of hulle kwekelinge word gesamentlik en afsonderlik aanspreeklik gehou vir enige koste aangegaan in gevalle waar kwekelinge versuim om die voorgeskrewe kursusse of ambagstoets te voltooi. Die Raad moet egter enige of beide partye vrystel van die betaling van kostes indien geldige redes vir sodanige versuim verstrekkend word.

6. AFDELING F: OMSKRYWING

"BIFSA" beteken die Bou-Industrieë Federasie (Suid-Afrika) van Argonweg 33, Fulcrum, Springs, 'n werkgewers-organisatie geregistreer kragtens die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), wat optree in die hoedanigheid van administrateur van die Werwings- en Opleidingsfonds van die Bounywerheid;

"KWEKELING" beteken kragtens hierdie kontrak 'n kwekeling-ambagsman ingeskryf/geregistreer as sodanig, ongeag geslag, en wat opleiding ontvang in die nie-aangewese ambag van

"NIE AANGEWESSE AMBAGTE" beteken enige van die ambagte soos omskryf in klousule 2 van Hoofstuk 2 van die Raad se Ooreenkoms;

"OOREENKOMS" beteken die Hoof-ooreenkoms van die Bounywerheidsraad (Transvaal) gepubliseer kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956;

"OPLEIDINGS-PRESTASIEKRITERIA (OPK)" beteken die prestasiestandaard wat die kwekeling gedurende sy institusionele opleiding in elke taak behaal;

"ORBI" die opleidingsraad vir die Bou-Industrieë behoorlik gekonstitueer kragtens die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981);

"PRODUKSIEPRESTASIEKRITERIA (PPK)" beteken die prestasiestandaard wat die kwekeling gedurende sy indiensopleiding in elke taak behaal;

"RAAD" beteken die bounywerheidsraad (Transvaal).

Ten getuie waarvan die kontrakterende partye op hede die dag van 19 geteken het.

AS GETUIES:

1. WERKGEWER.....
2. Direkteur/lid/vennoot/alleeneienaar namens
(handelsnaam van besigheid).....

1. VOOG.....

1. KWEKELING.....
2.

1. RAAD
(Hoofsekretaris)
2.

Geregistreer by die kantoor van die Bounywerheid (Transvaal) op hede die dag van 19

Bounywerheidsraad (Transvaal)

BYLAE B

KGA/BIF

R2,00 Inkomteseël betaalbaar deur werkgewer

BOUNYWERHEIDSRaad (TRANSVAAL)

**DIENSKONTRAK VIR
KWEKELING-WERKNEMER (GESPEFISEERDE AMBAG)**

1. AFDELING A: PARTYE BY DIE KONTRAK

1.1 Hierdie kwekelingkontrak voorgeskryf ingevolge klousule 7.2 van Hoofstuk 1 van die Hoofooreenkoms van die Bounywerheidsraad (Transvaal) gesluit deur en aangegaan tussen—

1.1.1 van (adres)

hierna die "werkgewer" genoem;

1.1.2 van (adres)

I.D.-nommer.....

Vakansiefondsno., hierna die "kwekeling" genoem;

EN

1.1.3 Bounywerheidsraad (Transvaal), verteenwoordig deur die Hoofsekretaris.

1.2 In die geval van 'n minderjarige, bygestaan deur sy voog van (adres)

2. AFDELING B: ONDERNEMING DEUR KWEKELING

2.1 Genoemde kwekeling onderneem—

2.1.1 om hom met die werkgewer in die gespesifiseerde ambag van te verbind vir 'n tydperk van ses maande wat 'n aanvang neem op of tot hy as kwekeling vir 'n tydperk van minstens drie maande gewerk het na voltooiing van die Opleidingsprestasiëriteria by BIFSA-Opleidingskollege, Springs;

2.1.2 om sy werkgewer op getroue, eerlike en ywerige wyse te dien, en al die wettige en redelike opdragte en vereistes van die werkgewer, of diegene onder wie se gesag hy geplaas word, te gehoorsaam;

2.1.3 om geen inligting wat verband hou met die besigheid van sy werkgewer aan enige persoon, wie ook al, mee te deel of met sodanige persoon te bespreek nie;

2.1.4 om nie direk of indirek enige belang, hetsy as betaalde agent of werknemer, in enige ander besigheid of onderneming as dié van sy werkgewer te hê nie;

2.1.5 om nie sonder toestemming en/of 'n aanvaarbare rede van sy werk afwesig te wees nie;

2.1.6 om die diensvoorwaardes soos in hierdie kontrak vervat, te aanvaar;

2.1.7 om gedurende hierdie kwekelingkontrak die voorgeskrewe kursusse in sy ambag by die BIFSA Opleidingskollege, Springs, by te woon, ten einde die modules van Opleidingsprestasiëriteria met sukses te voltooi.

3. AFDELING C: ONDERNEMING DEUR WERKGEWER

3.1 Genoemde werkgewer onderneem—

3.1.1 om genoemde kwekeling vir die tydperk soos bepaal in paragraaf 2.1.1 van afdeling B van hierdie kontrak, in diens te neem en om genoemde kwekeling doeltreffend te onderrig op te lei, of doeltreffend te laat onderrig/oplei in die vaardighede gespesifiseer in ooreenstemming met die opleidingsprogram soos van tyd tot tyd deur BIFSA opgestel en deur die Bounywerheidsraad (Transvaal) goedgekeur;

3.1.2 om wanneer die Raad hom aldus in kennis stel, die kwekeling te stuur om die praktiese opleidingskursusse by 'n institusionele opleidingsentrum wat deur die Raad goedgekeur is, by te woon vir die volle duur van die kursus soos van tyd tot tyd deur die opleidingsentrum bepaal;

3.1.3 om die voorgeskrewe loon aan genoemde kwekeling te betaal, en te voldoen aan al die ander diensvoorwaardes soos vervat in die Ooreenkoms van die Bounywerheidsraad (Transvaal);

3.1.4 om aan die kwekeling die geleentheid te gun om opleidingskursusse by die Bou-Industrieë Opleidingskollege by te woon, wanneer die Bounywerheidsraad (Transvaal) hom aldus van sodanige bywoning in kennis stel.

4. AFDELING D: BETALING VAN LONE EN BYDRAES

- 4.1 Die kwekeling is geregtig op die minimum loontarief en bydraewaardes soos van tyd tot tyd deur die Raad bepaal.
- 4.2 In die geval van kwekelinge wat in die gespesifiseerde ambagte in diens is, moet lone en bydraes deur die werkgever betaal word vir enige tydperk waarin die kwekeling die kursus by die Opleidingskollege, Springs, bywoon.

5. AFDELING E: ALGEMEEN

- 5.1 Hierdie kontrak kan slegs met wedersydse toestemming van al die partye gekanselleer of na 'n ander werkgever oorgedra word. Die kontrak sal egter van krag bly tot dit finaal deur die Raad gekanselleer word.
- 5.2 Die werkgever is aanspreeklik vir die indiensneming en opleiding van die kwekeling gedurende enige tydperk wat hierdie kontrak van krag is.
- 5.3 Die Raad kan egter die kontrak kanselleer na ontvangs van 'n ten volle gemotiveerde aansoek van enige van die partye, en na oorweging van die feite rondom sodanige aansoek. Die ander partye moet skriftelik deur die Raad van sodanige kansellering in kennis gestel word. Die bepalings van die Raad se Ooreenkoms met betrekking tot verbode diens is van toepassing na kansellering van die kontrak, indien die werkgever voortgaan om die werknemer in sy diens te behou.
- 5.4 Die bepalings van die Raad se Ooreenkoms is waar nie strydig met die kontrak nie, op alle kwekelinge en hulle werkgevers van toepassing.
- 5.5 Werkgevers en/of hulle kwekelinge word gesamentlik en afsonderlik aanspreeklik gehou vir enige koste aangegaan in gevalle waar kwekelinge versuim om die voorgeskrewe kursusse by te woon. Die Raad moet egter enige of beide partye vrystel van die betaling van die koste indien geldige redes vir sodanige versuim verstrekkend word.

6. AFDELING F: OMSKRYWING

"BIFSA" beteken die Bou-Industrieë Federasie (Suid-Afrika) van Argonweg 33, Fulcrum, Springs, 'n werkgevers-organisatie, geregistreer kragtens die Wet op Arbeidsverhoudinge 1956 (Wet No. 28 van 1956), wat optree in die hoedanigheid van administrateur van die Werwings- en Opleidingsfonds van die Bounywerheid;

"gespesifiseerde ambagte" beteken enige van die vaardighede soos omskryf in klousule 1 van Hoofstuk 2 van die Raad se Ooreenkoms;

"kwekeling" beteken kragtens hierdie kontrak 'n kwekeling-werknemer (gespesifiseerde ambag) ingeskryf/geregistreer as sodanig, ongeag geslag, en wat opleiding ontvang in die gespesifiseerde ambag van.....;

"ooreenkoms" beteken die hoofooreenkoms van die Bounywerheidsraad (Transvaal), gepubliseer kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956;

"Opleidingsprestasië-kriteria (OPK)" beteken die prestasiëstandaarde wat die kwekeling gedurende sy institusionele opleiding in elke taak behaal;

"ORBI" beteken die opleidingsraad vir die Bou-Industrieë, behoorlik gekonstitueer kragtens die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981);

"Raad" beteken die bounywerheidsraad (Transvaal).

Ten getuie waarvan die kontrakterende partye op hede die dag van 19..... geteken het.

AS GETUIE:

1. WERKGEWER.....

2. Direkteur/lid/vennoot/alleeneienaar namens (handelsnaam van besigheid).....

1. VOOG.....

2.

1. KWEKELING.....

2.

1. RAAD.....

(Hoofsekretaris)

2.

Geregistreer by die kantoor van die Bounywerheidsraad (Transvaal) op hede die dag van 19.....

Bounywerheidsraad (Transvaal)

Geteken op hede die 3de dag van Desember 1993 te Johannesburg.

Z. L. PRETORIUS,

Voorsitter.

I. J. ELS,

Vise-Voorsitter.

W. DE J. STAPELBERG,

Hoofsekretaris.

ADDENDUM A

R2,00 Revenue Stamp
to be paid by employer

BUILDING INDUSTRY COUNCIL (TRANSVAAL)**CONTRACT OF SERVICE FOR TRAINEE ARTISAN NON-DESIGNATED TRADE)****1. SECTION A: PARTIES TO THE CONTRACT**

1.1 This contract of learnership prescribed in terms of clause 7.2 of Chapter 1 of the Main Agreement of the Building Industry Council (Transvaal), made and entered into by and between—

1.1.1of (address)

hereinafter referred to as the "employer";

1.1.2of (address)

I.D. Number

Holiday Fund No., hereinafter referred to as the "trainee";

AND

1.1.3 Building Industry Council (Transvaal) represented by the General Secretary.

1.2 In the case of a minor, assisted by his guardian

..... of (address)

2. SECTION B: UNDERTAKING BY TRAINEE

2.1 The said trainee shall—

2.1.1 bind himself to the employer in the non-designated trade of..... for a period of two years commencing on or until the trainee has passed the relevant trade test at BIFSA Training College, Springs, as determined by the BITB. (Building Industries Training Board);

2.1.2 serve his employer faithfully, honestly and diligently and obey all lawful and reasonable commands and requirements of the employer or of those duly placed in authority over him;

2.1.3 not discuss with or communicate to any person whomsoever, any information relating to the business of the employer;

2.1.4 not be interested directly or indirectly either as a paid agent or employee in any business or undertaking other than that of his employer;

2.1.5 not absent himself from his employment without permission and/or an acceptable reason;

2.1.6 accept the conditions of employment as contained in this contract;

2.1.7 attend during this contract of learnership the prescribed courses in his trade at BIFSA Training College, Springs, in order to successfully complete the Training Performance Criteria (TPL) modules and the Production Performance Criteria (PPC) modules.

3. SECTION C: UNDERTAKING BY EMPLOYER

3.1 The said employer shall—

3.1.1 employ the said trainee for the period as prescribed in paragraph 2.1.1 of section B of this contract, and shall teach/train efficiently or cause to be taught/trained efficiently the said trainee in the trade specified in accordance with the training programme compiled by BIFSA from time to time, and approved by the Building Industry Council (Transvaal);

3.1.2 when informed by the Council to do so, send the trainee to attend the practical training courses at an institutional training centre approved by the Council for the full duration of the courses as determined by the training centre from time to time;

3.1.3 pay the said trainee the prescribed wages and comply with all the other conditions of employment as set out in the Agreement of the Building Industry Council (Transvaal);

3.1.4 allow the trainee the opportunity to take whatever test as required in terms of his training programme, and allow him to attend such training courses at the Building Industry Training College, when notified thereof by the Building Industry Council (Transvaal);

3.1.5 be responsible for the payment of wages and contributions to the trainee or the Council, as the case may be, during any period in which such trainee attends any courses at the institutional training centre.

4. SECTION D: PAYMENT OF WAGES AND CONTRIBUTIONS

4.1 In order to calculate the wage rates of trainees, the following percentages shall apply:

Trainee artisans employed in the non-designated trades:

After completion of a first period of training or service in terms of the provisions of the Defence Act, 1957 (Act No. 44 of 1957), or section 34A (ii) of the Police Act, 1958 (Act No. 7 of 1958), plus 5% of artisan's wages.

After successfully completing all TPC and PPC modules: 25% of rates prescribed for an artisan.

Hereafter a practical on-site orientation period of 18 months must be completed.

After successfully passing a compulsory trade test after 18 months on-site orientation, plus 30% of rate prescribed for an artisan, or plus 35% if Army/Police training was not completed during traineeship.

Starting rate: 40% of rate prescribed for an artisan.

4.2 The payment of wages and contributions in terms of the Agreement of the Council remains the responsibility of the employer.

5. SECTION E: GENERAL

5.1 This contract can be cancelled or transferred to a new employer only by mutual consent of all the parties. The contract shall however, remain valid until finally cancelled by the Council.

5.2 The employer shall be liable for the employment and training of the trainee for any period during which this contract is valid.

5.3 The Council may, however, cancel the contract after receiving a fully motivated application from any of the parties, and after considering the facts surrounding such an application. The other parties shall be notified in writing by the council of such cancellation. The provisions of the Agreement of the Council with reference to prohibited employment shall apply after the cancellation of the contract, should the employment relationship continue.

5.4 The provisions of the Council's Agreement, where not inconsistent with the contract, shall apply to all trainees and their employers.

5.5 Employers and/or their trainees shall be held jointly and severally liable for any costs incurred in cases where trainees fail to attend the prescribed courses or trade tests. The Council shall however, exempt any or both parties from the payment of the costs on good cause shown for such failure.

6. SECTION F: DEFINITIONS

"AGREEMENT" means the Main Agreement of the Building Industry Council (Transvaal) published in terms of section 48 of the Labour Relations Act, 1956;

"BIFSA" means the Building Industries Federation (South Africa), of 33 Argon Road, Fulcrum, Springs, an employer's organisation registered under the Labour Relations Act, 1956 (Act No. 28 of 1956), acting in its capacity as administrator of the Building Industries Recruitment and Training Fund;

"BITB" means the Building Industries Training Board duly constituted in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981);

"COUNCIL" means the Building Industry Council (Transvaal);

"NON-DESIGNATED TRADES" means any of the trades as defined in clause 2 of chapter 2 of the Council's Agreement;

"PRODUCTION PERFORMANCE CRITERIA (PPC)" means the performance standards attained by the trainee for each task during his in-service training;

"TRAINEE", in terms of this contract, means a trainee artisan indentured/registered as such, irrespective of gender and who is being trained in the non-designated trade of.....

"TRAINING PERFORMANCE CRITERIA (TPC)" means the performance standards attained by the trainee for each task during his institutional training.

In witness whereof the contracting parties have hereunder signed this..... day of..... 19.....

AS WITNESSES:

1.

EMPLOYER.....

2.

Director/member/partner sole owner on behalf of (trading name of business)

1.

GUARDIAN.....

2.

1.

TRAINEE.....

2.

1.

COUNCIL.....

(General Secretary)

2.

Registered at the Office of the Building Industry Council (Transvaal) this day of..... 19.....

Building Industry Council (Transvaal)

ADDENDUM B

R2,00 Revenue Stamp
to be paid by employer

BUILDING INDUSTRY COUNCIL (TRANSVAAL)**CONTRACT OF SERVICE FOR TRAINEE (SPECIFIED SKILLS EMPLOYEE)****1. SECTION A: PARTIES TO THE CONTRACT**

1.1 This contract of learnership prescribed in terms of clause 7.2 of Chapter 1 of the Main Agreement of the Building Industry Council (Transvaal), made and entered into by and between:

1.1.1of (address)

hereinafter referred to as the "employer";

1.1.2of (address)

I.D. number

Holiday Fund No.

hereinafter referred to as the "trainee";

AND

1.1.3 Building Industry Council (Transvaal), represented by the General Secretary.

1.2 In the case of a minor, assisted by his guardian

of (address)

2. SECTION B: UNDERTAKING BY TRAINEE

2.1 The said trainee shall—

2.1.1 bind himself to the employer in the specified skill of for a period of six months commencing on or until he has worked as a trainee for a period of at least three months after he has completed the Training Performance Criteria at BIFSA Training College, Springs;

2.1.2 serve his employer faithfully, honestly and diligently, and obey all lawfull and reasonable commands and requirements of the employer or of those duly placed in authority over him;

2.1.3 not discuss with or communicate to any person whomsoever, any information relating to the business of the employer;

2.1.4 not be interested directly or indirectly either as a paid agent or employee in any business or undertaking other than that of his employer;

2.1.5 not absent himself from his employment without permission and/or an acceptable reason;

2.1.6 accept the conditions of employment as contained in this contract;

2.1.7 attend during this contract of learnership the prescribed courses in his trade at BIFSA Training College, Springs, in order to successfully complete the Training Performance Criteria modules.

3. SECTION C: UNDERTAKING BY EMPLOYER

3.1 The said employer shall—

3.1.1 employ the said trainee for the period as prescribed in paragraph 2.1.1 of section B of this contract, and shall teach/train efficiently or cause to be taught/trained efficiently the said trainee in the skill specified in accordance with the training programme compiled by BIFSA from time to time, and approved by the Building Industry Council (Transvaal);

3.1.2 when informed by the Council to do so, send the trainee to attend the practical training courses at an institutional training centre approved by the Council for the full duration of the courses as determined by the training centre from time to time;

3.1.3 pay the said trainee the prescribed wages and comply with all the other conditions of employment as set out in the Agreement of the Building Industry Council (Transvaal);

3.1.4 allow the trainee the opportunity to attend training courses at the Building Industry Training College, when notified of such attendance by the Building Industry Council (Transvaal);

4. SECTION D: PAYMENT OF WAGES AND CONTRIBUTIONS

- 4.1 The trainee shall be entitled to the minimum wage rate and contribution values as determined by the Council from time to time.
- 4.2 In the case of trainees employed in the specified skills, wages and contributions shall be paid by the employer for any period during which the trainee attends the course at the Training College, Springs.

5. SECTION E: GENERAL

- 5.1 This contract can be cancelled or transferred to a new employer only by mutual consent of all the parties. The contract shall, however, remain valid until finally cancelled by the Council.
- 5.2 The employer shall be liable for the employment and training of the trainee for any period during which this contract is valid.
- 5.3 The Council may, however, cancel the contract after receiving a fully motivated application from any of the parties, and after considering the facts surrounding such an application. The other parties shall be notified in writing by the Council of such a cancellation. The provisions of the Agreement of the Council with reference to prohibited employment shall apply after cancellation of the contract, should the employment relationship continue.
- 5.4 The provisions of the Council's Agreement, where not inconsistent with the contract, shall apply to all trainees and their employers.
- 5.5 Employers and/or their trainees shall be held jointly and severally liable for any costs incurred in cases where trainees fail to attend the prescribed courses. The Council shall however, exempt any or both parties from payment of the costs on good cause shown for such failure.

6. SECTION F: DEFINITIONS

"AGREEMENT" means the Main Agreement of the Building Industry Council (Transvaal) published in terms of section 48 of the Labour Relations Act, 1956;

"BIFSA" means the Building Industries Federation (South Africa), of 33 Argon Road, Fulcrum, Springs, an employers' organisation registered under the Labour Relations Act, 1956 (Act No. 28 of 1956), acting in its capacity as administrator of the Building Industries Recruitment and Training Fund;

"BITB" means the Building Industries Training Board duly constituted in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981);

"COUNCIL" means the Building Industry Council (Transvaal);

"SPECIFIED SKILLS" means any of the skills as defined in clause 1 of Chapter 2 of the Council's Agreement;

"TRAINEE", in terms of this contract, means a trainee specified skills employee indentured/registered as such, irrespective of gender and who is being trained in the specified skill of

"TRAINING PERFORMANCE CRITERIA (TPC)" means the performance standards attained by the trainee for each task during his institutional training.

In witness whereof the contracting parties have hereunder signed this day of 19.....

AS WITNESSES:

1.

EMPLOYER.....

2.

Director/member/partner/sole owner on behalf of (trading name of business)

1.

GUARDIAN.....

2.

1.

TRAINEE.....

2.

1.

COUNCIL.....

(General Secretary)

2.

Registered at the Office of the Building Industry Council (Transvaal) this day of 19.....

.....
Building Industry Council (Transvaal)

Signed at Johannesburg this 3rd day of December 1993.

Z. L. PRETORIUS,

Chairman.

I. J. ELS,

Vice-Chairman.

W. DE J. STAPELBERG,

General Secretary.

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 566 25 Maart 1994

INVOERBEHEER

Ek, David de Villiers Graaff, in my hoedanigheid van Adjunk-minister van Handel en Nywerheid en handelende namens en in opdrag van die Minister van Finansies en van Handel en Nywerheid, wysig hierby kragtens artikel 2 van die Wet op In- en Uitvoerbeheer, 1963 (Wet No. 45 van 1963), Bylae 1A van Goewermentskennisgewing No. R. 2582 gedateer 23 Desember 1988 deur—

- (a) die skrapping van die volgende tariefposte in kolom (2) en die beskrywings daarteenoor in kolom (3)

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 566 25 March 1994

IMPORT CONTROL

I, David de Villiers Graaff in my capacity as Deputy Minister of Trade and Industry, acting on behalf of and by direction of the Minister of Finance and of Trade and Industry in terms of section 2 of the Import and Export Control Act, 1963 (Act No. 45 of 1963) hereby amend Schedule 1A of Government Notice No. R. 2582 dated 23 December 1988 by—

- (a) the deletion in column (1) of the following descriptions and the corresponding tariff headings in column (2)

Beskrywing van goedere	Tariefpos Tariff Heading	Description of goods
Insekdoders	3808.10	Insecticides
Swamdoders maar uitgesonder swamdoders wat metaalverbindinge en ditiokarbamate of bisditiokarbamate as aktiewe bestanddeel bevat van subpos 3808.20.10	Ex3808.20	Fungicides but excluding fungicides with metallic compounds of dithiocarbamates or bis-dithiocarbamates as active ingredient of subheading 3808.21.10
Plantdoders, anti-ontkiemingsmiddels en plant-groeireguleerders maar uitgesonderd plantdoders met alachloor as aktiewe bestanddeel van subpos 3808.30.10	Ex3808.30	Herbicides, antisprouting products and plantgrowth regulators but excluding herbicides with alachlor as active ingredient of subheading 3808.30.10
Ontsmettingsmiddels	3808.40	Disinfectants
Ander	3808.90	Other
Ysteroorskiet en -afval; afvalgietsblokke vir hersmelting van yster of staal	72.04	Ferrous waste and scrap; remelting scrap ingots of iron or steel
Koperoorskiet en -afval	74.04	Copper waste and scrap
Aluminiumoorskiet en -afval	76.02	Aluminium waste and scrap
Nota		Note
Die skrapping van die goedere indeelbaar by tariefposte 72.04, 74.04 en 76.02 impliseer nie die opheffing van invoerbeheer op daardie goedere nie. Alle tweedehandse of gebruikte goedere, insluitende oorskiet- en afvalmateriaal van watter aard ookal is steeds kragtens paragraaf (i) (b) van Goewermentskennisgewing No. R. 2582 gedateer 23 Desember 1988 aan invoerbeheer onderhewig.		The deletion of the goods of tariff headings 72.04, 74.04 and 76.02 does not imply the abolition of import control on those goods. All secondhand or used goods, including waste and scrap of whatever nature are still in terms of paragraph (i) (b) of Government Notice No. R. 2582 dated 23 December 1988 subject to import control.

- (b) Die invoeging van die volgende tariefposte in kolom (2) en die beskrywing daarteenoor in kolom (3)

- (b) The insertion of the following descriptions in column (1) and the corresponding tariff headings in column (2)

Beskrywing van goedere	Tariefpos Tariff Heading	Description of goods
Plantdoders, anti-ontkiemingsmiddels en plant-groeireguleerders met atrisien as aktiewe bestanddeel	3808.30.05	Herbicides, anti-sprouting products and plantgrowth regulators with atrazine as active ingredient
Plantdoders, anti-ontkiemingsmiddels en plant-groeireguleerders met diuron as aktiewe bestanddeel	3808.30.15	Herbicides, anti-sprouting products and plantgrowth regulators with diuron as active ingredient
Plantdoders, anti-ontkiemingsmiddels en plant-groeireguleerders met simasien as aktiewe bestanddeel	3808.30.20	Herbicides, anti-sprouting products and plantgrowth regulators with simazine as active ingredient

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 547 25 Maart 1994

WET OP GEVAARHOUDENDE STOWWE, 1973
(WET No. 15 VAN 1973)

TOEPASSING DEUR PLAASLIKE BESTURE

Uit hoofde van die bevoegdheid my opgedra deur die Minister vir Nasionale Gesondheid en Welsyn kragtens artikel 27 van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), magtig ek, Barend Leendert Geldenhuys, Adjunkminister vir Nasionale Gesondheid, hierby kragtens artikel 24 (1) van die Wet op Gevaarhoudende Stowwe, 1973 (Wet No. 15 van 1973), die plaaslike besture in die Bylae hiervan vermeld, om binne hul regsgebiede en deur middel van hul behoorlik gemagtigde beamptes die bepalings uit te voer van die regulasies betreffende die vervoer van gevaarhoudende stowwe per padtenkwa, soos uiteengesit in Goewermenskennisgewing No. R. 73 van 11 Januarie 1985, soos gewysig by Goewermenskennisgewings Nos. R. 1554 van 10 Julie 1985, R. 3 van 3 Januarie 1986, R. 647 van 4 April 1986 en R. 1462 van 10 Julie 1987.

BYLAE

Dorpsraad van Mandini.
Dorpsraad van Mtunzini.
Stad van Kempton Park.
Stadsraad van Nigel.
Munisipaliteit van Sannieshof.
Stadsraad van Verwoerdburg.

B. L. GELDENHUYS,

Adjunkminister vir Nasionale Gesondheid.

DEPARTEMENT VAN VERVOER

No. R. 533 25 Maart 1994

HANDELSKEEPVAARTWET, 1951
(WET No. 57 VAN 1951)

WYSIGING VAN DIE REGULASIES IN VERBAND
MET DIE MEDIIESE OPLEIDING VAN SKEEPSOFFI-
SIERE, 1992

Die Minister van Vervoer het kragtens artikel 356 (1) van die Handelskeepvaartwet, 1951 (Wet No. 57 van 1951), die regulasies in die Bylae hiervan vervat, uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken "die Regulasies" die Regulasies in verband met die Mediese Opleiding van Skeepsoffisiere, 1992, uitgevaardig by Goewermenskennisgewing No. R. 2666 van 25 September 1992.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 547 25 March 1994

HAZARDOUS SUBSTANCES ACT, 1973
(ACT No. 15 OF 1973)

ENFORCEMENT BY LOCAL AUTHORITIES

By virtue of the powers assigned to me by the Minister for National Health and Welfare under section 27 of the Republic of South Africa Constitution Act, 1983 (Act no. 110 of 1983), I, Barend Leendert Geldenhuys, Deputy Minister for National Health, hereby under section 24 (1) of the Hazardous Substances Act, 1973 (Act No. 15 of 1973), authorise the local authorities listed in the Schedule hereto to enforce within their areas of jurisdiction and through their duly authorised officers the provisions of the regulations governing the conveyance of hazardous substances by road tanker, as set out in Government Notice No. R. 73 of 11 January 1985, as amended by Government Notices Nos. R. 1554 of 10 July 1985, R. 3 of 3 January 1986, R. 647 of 4 April 1986 and R. 1462 of 10 July 1987.

SCHEDULE

Town Board of Mandini.
Town Board of Mtunzini.
City of Kempton Park.
Town Council of Nigel.
Municipality of Sannieshof.
Town Council of Verwoerdburg.

B. L. GELDENHUYS,

Deputy Minister for National Health.

DEPARTMENT OF TRANSPORT

No. R. 533 25 March 1994

MERCHANT SHIPPING ACT, 1951
(ACT No. 57 OF 1951)

AMENDMENT OF THE SHIP'S OFFICERS' MEDICAL
TRAINING REGULATIONS, 1992

The Minister of Transport has under section 356 (1) of the Merchant Shipping Act, 1951 (Act No. 57 of 1951), made the regulations contained in the Schedule hereto.

SCHEDULE

Definition

1. In this Schedule, unless the context otherwise indicates, "the Regulations" means the Ship's Officers' Medical Training Regulations, 1992, promulgated under Government Notice No. R. 2666 of 25 September 1992.

Wysiging van regulasie 2 van die Regulasies

2. Regulasie 2 van die Regulasies word hierby gewysig—

(a) deur die woord "en" aan die einde van paragraaf (a) te skrap en deur paragraaf (b) deur die volgende paragraaf te vervang:

"(b) gediplomeerde ingenieursoffisier wat die houer moet wees van 'n sertifikaat bedoel in regulasie 6 (1) (f) van die Eksamenregulasies vir Ingenieursoffisiere, 1985, uitgevaardig by Goewermentskennisgewing No. R. 2655 van 29 November 1985;" en

(b) deur die volgende paragrawe by te voeg:

"(c) gediplomeerde visserman wat die houer moet wees van die Sertifikaat in Noodhulp ter See, die Praktiese Noodhulpertifikaat en die Gesagvoerdersertifikaat in Mediese Opleiding bedoel in regulasie 4 (2) van die Eksamenregulasies vir Bekwaamheidsertifikate vir Vissermanne, 1993, uitgevaardig by Goewermentskennisgewing No. R. 2317 van 1 Desember 1993; en

(d) gediplomeerde seemasjinis wat die houer moet wees van die Sertifikaat in Noodhulp ter See bedoel in regulasie 4 (2) van die Eksamenregulasies vir Bekwaamheidsertifikate vir Seemasjiniste, 1993, uitgevaardig by Goewermentskennisgewing No. R. 2314 van 1 Desember 1993."

Amendment of regulation 2 of the Regulations

2. Regulation 2 of the Regulations is hereby amended—

(a) by the deletion of the word "and" at the end of paragraph (a) and by the substitution for paragraph (b) of the following paragraph:

"(b) certificated engineer-officer who is required to hold a certificate referred to in regulation 6 (1) (f) of the Examination Regulations for Engineer-Officers, 1985, promulgated under Government Notice No. R. 2655 of 19 November 1985;" and

(b) by the addition of the following paragraphs:

"(c) certificated fisherman who is required to hold the First Aid at Sea Certificate, the Practical First Aid Certificate and the Ship Captain's Medical Training Certificate referred to in regulation 4 (2) of the Examination Regulations for Certificates of Competency for Fishermen, 1993, promulgated under Government Notice No. R. 2317 of 1 December 1993; and

(d) certificated marine motorman who is required to hold the First Aid at Sea Certificate defined in regulation 4 (2) of the Examination Regulations for Certificates of Competency as Marine Motormen, 1993, promulgated under Government Notice No. R. 2314 of 1 December 1993."

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