CONSTRUCTION — LABOUR

1990.
Labour brokers in spotlight over 'poaching'

GRAHAM RUSCHE

IN A bid to impose tighter control over labour brokers in the construction industry, a monitoring body has been formed under the auspices of the Constructional Engineering Association (CEA).

It will be known as the SA Labour Services Association (Salsa).

CEA executive director Rene Schmetz said several labour brokers have been abusing the shortage of skilled labour in the construction industry.

"They lure staff from permanent and secure employment by offering substantially higher rates of pay. They re-recruit staff from site to site on a merry-go-round system," he said.

Schmetz hopes to combat these inflationary practices by urging brokers to join Salsa and by encouraging companies to deal only with Salsa brokers.

One immediate result of the establishment of Salsa has taken place at the Mossgas onshore project where labour broker practices were brought into line with both ours and the CEA's guidelines," Industrial Manpower Recruitment's Manuel Marques said.

Schmetz stressed Salsa had no intention of forcing brokers out of the market.

UNION MAN TIPPED FOR AGRICULTURE MINISTER

WINDHOEK — National Agricultural Union of Namibia president Andreas Mouton is a possible candidate for the post of Minister of Agriculture, Fisheries, Water and Rural Development.

Up to now there has been speculation that Jan Helt, chairman of the white right-wing action Christian National party and a member of the 72-member Constituent Assembly, is in line for the post.

Mouton, 43, who farms north of Otjiwarongo, has not played any active role in politics.

The National Agricultural Union of Namibia is an apolitical body.

Mouton contributed greatly to the formulation of the union's proposed agricultural policy which was presented to all the political parties represented in the November elections.

Fifteen shadow ministers have been appointed to various posts by Swapo president Sam Nujoma in a shadow Cabinet which has been working on reviewing job descriptions and drafting budget requirements in administrative departments.

No Minister of Agriculture has yet been appointed to the shadow Cabinet.

Windhoek's pro-Swapo daily newspaper, The Namibian, has said that the portfolio of agriculture is believed to be earmarked for a "white" Afrikaans-speaking Namibian.

Mouton said he knew nothing of his possible appointment and did not wish to comment. — BNS.

Pilot 'provoked race incident'

MICHAEL HARTNACK

HARARE — A "white racist pilot" working for Air Zimbabwe was alleged to have provoked an incident at London's Gatwick airport last week when police and civil aviation authorities demanded to see an all-black air crew's flying licences.

Capt Alex Makanda and co-pilot Eric Mataya were preparing for homeward takeoff in the airline's new R160m Boeing 767-200 flagship when it was boarded by two policemen and an official. It was the first check Makanda had been subjected to in 12 years of flying.

The Herald reported an exchange of notes between UK and Zimbabwean civil aviation authorities about the incident, which was regarded here as a racial insult sparked by an "unhappy white pilot".

NDS loaded with more companies

MELANIE SERGEANT
All roads leading to civil engineering cut-backs

CIVIL engineering contractors who basked in the relative security of a first-quarter upsurge last year, are beginning to tighten their belts as government cuts back on road and infrastructural spending.

After starting the year with bulging order books and contracts heightening expectations of a revival, the business mood of the R5bn a year industry had been severely eroded during the last half of 1989, an industry spokesman said.

Figures provided by the SA Federation of Civil Engineering Contractors (Safec) show a significant downturn in the value of contracts reported, especially over the last six months when the value of contracts dropped by 35% to R1,1bn (R1,7bn).

This compares with a first half rise of 18% to R1,3bn (R1,1bn).

December's total of R230m (R215m) — consisting of 150 contracts — brings the total value to R2,4bn, a 16% drop from the 1988 total of R2,85bn.

Safec executive director Kees Lagay said as Safec was notified of only about 60%-65% of public and private sector awards, the figure could be closer to R4,0bn (R4,8bn).

The December total consisted of 40 road contracts totalling R71m (December 1988 — R75m), 30 contracts for township roads and internal services worth R55m (R62,5m), 40 water and sewerage contracts worth R53m (R28m).

All other contracts totalled R40m (R9,5m).

Lagay expected the value of work done in SA and TBVC states for the year to conform to last year's figure at about R5bn-R5,5bn (R6bn).

First half figures were at R2,3bn — an inflation-adjusted increase of 12.5% over 1988.

Lagay estimated this would decrease to an inflation-adjusted 10% for the year.

In addition, he said the industry was still fairly well employed and had a substantial amount of work on its books.

However, there was concern about how severely clients would prune their infrastructure spending this year.

"Besides the effects of the industry's labour force and profitability, this raised doubts about the utilisation of the industry's plant," he said.

Higher expenditure by the Regional Services Councils on township development, increases in expenditure by the mines, and the gradual move towards more contracting out rather than using in-house construction capacity, by public authorities, would benefit the industry, he said.

These were, however, unlikely to fully off-set expected cuts in government construction expenditure, which included the cancellation of about six national road rehabilitation contracts last year after tenders had already been submitted.

Another worry was the possibility of retrenchments for between 9 000 and 10 000 of the industry's 90 000-strong labour force.
Building site strikers stone police, cars

By Jacqueline Myburgh

A man was injured, a car badly damaged and a shop window smashed when about 200 striking construction workers stoned vehicles, workers and policemen in Pritchard Street, Johannesburg, yesterday afternoon.

According to witnesses, the strikers from a site on the corner of Pritchard and Simmonds streets attacked two trucks arriving to pick up replacement workers, then turned on one of the workers.

Police arrested one attacker and were pelted with stones by strikers.

The police took cover behind a nearby car, which was badly damaged by stones.

It is understood one man was taken to hospital for treatment for an injured arm.

Riot police arrived on the scene and the crowd dispersed.

Earlier yesterday, police used dogs to disperse sacked workers who tried to prevent new recruits working at the Pritchard Street site.

Murder of boy, aunt: arrest made

DURBAN — Police yesterday arrested a suspect in connection with the murder of a 13-year-old East Griqualand boy and his aunt on Sunday.

Michael John Watson and Mrs Dale Nel (36) were shot on Sydenham farm in the Cedarville district. Police scoured the area with dogs and arrested a suspect. — Own Correspondent.
Building slide likely to continue

By Frank Jeans

The building industry slide is expected to continue this year on the back of the high cost of finance, soaring material prices and the worsening affordability of housing.

Indeed, the results of a recent survey indicate that there has been a continuous downward trend in the amount of work available to the industry in the past four years.

These points emerge from the latest annual report of the Master Builders Association (Witwatersrand), which says: "The demand in both residential and non-residential sectors is high but is inhibited by the high cost of financing."

The latest figures indicate that there may be an estimated countrywide shortfall of about 800,000 units in the low-cost market.

"If we can, therefore, overcome the affordability problem we will be able to create thousands of job opportunities which again will stimulate the whole economy."

In hindsight the report notes that the escalation in building material prices in 1989 at about 21 percent on average. Looking at the labour situation in the industry, the report points out that there has been a leveling off in the number of strikes and work stoppages in the 18 months.

Nevertheless, there remains the major problem of stayaway action.

"The more powerful Cosatu and Nactu union bodies have called for stayaways to support objections," says the report. These have been generally effective for whatever reason and the employer response has been 'no work, no pay' in most instances.

"However some employers have begun using disciplinary procedures such as 'absence from work without permission' in an attempt to break the ease with which stayaways are answered by workers."
Cornered guard guns down labour protester

The Argus Correspondent
JOHANNESBURG. — Labour disputes at a Johannesburg building site exploded into violence and left one man shot dead and another six reportedly injured, police and other sources said.

The violence was linked to dismissals at the Group Five Building on the corner of Kerk and Loveday streets.

The shooting took place after a security guard, Mr J Croezzen, opened fire on workers who were threatening his life after he was stoned and had bottles thrown at him, police said.

The dead man has not been identified.

Mr Ed Wilson, managing director of Group Five Building, said about 150 people — apparently workers fired after an overtime dispute last year — marched on two Old Mutual Properties office developments in Pritchard Street.

Three members of the crowd attacked a labourer, he said.

Police said the security guard apparently intervened and was chased down Loveday Street by workers, who cornered him.

"He felt he had no choice but to open fire. A man was fatally wounded in the head and others were wounded, but not seriously," said Witwatersrand police spokesman Captain Eugene Opperman.

Mr Wilson said 11 employees were in hospital after earlier assaults on newly recruited workers at the sites.

Mr Vusi Thusi, general secretary of the Building, Construction and Allied Workers Union, said the union understood the shooting to be unprovoked.

Workers carrying placards had arrived with the intention of staging a demonstration, he said.
Retrenchment: Workers win case

By DAVID YUTAR, Labour Reporter

A DECISION handed down by the Industrial Court has vindicated the right of employees to severance benefits on retrenchment and has provided relief to employees held to have been unfairly retrenched.

The test case was brought by the Legal Resources Centre on behalf of six employees who were part of a large group of employees retrenched by Bester Homes (Pty) Ltd during 1989.

It held that there was an obligation on the part of employers to pay severance benefits on retrenching employees of more than one year’s service.

Failure to do so constituted an unfair labour practice.

The company concerned, which builds sub-economic housing on a vast scale, retrenched several of its employees, some of whom were of long standing.

The company refused to pay severance benefits.

The court held that the amount of benefits to be paid should be left to determination in the process of free and fair collective bargaining.

The court made an award of two weeks’ wages for every year of service, for employees with more than one year’s service.

The court also confirmed an earlier decision reinstating two employees who were transferred to Port Elizabeth by Bester Homes in December 1989.

The other applicants were awarded three months’ wages in addition to two weeks’ severance benefits per year of service.

Commenting on the court’s ruling a Legal Resources Centre spokesman said: “The significance of this judgment is in its confirmation of the approach of enlightened employers in South Africa in providing severance benefits on retrenchment.

“It should provide welcome relief to employees in the building industry which on account of its cyclical nature is subject to frequent retrenchments.”
SUCCESSFUL countries are those that can compete industrially and technologically in an international free-trade area.

University of the Witwatersrand faculty of engineering dean Alan Kemp believes that if society does not begin to recognise the importance of engineering as a career, SA's ability to compete internationally and to generate wealth will continue to decline.

Professor Kemp says: "SA society does not appreciate the contribution of engineering to its well-being, largely because of the low priority technology receives at Government level.

"In rich countries engineering is recognised as being a prime mover in wealth and job creation and engineering education is treated as a national priority."

Enrolment figures in many SA engineering faculties have not improved significantly in the past 10 years. If this trend persists, SA will continue to drift from First to Third World status.

Looking at his faculty's objectives, Professor Kemp says the development of active long-term working relationships with the engineering industry and profession will continue.

Whether or not the Government changes its priorities, the future success of engineering education depends on continued support from the private sector.

Improvements in the scope of engineering education are also high on the faculty's agenda. Professor Kemp says one move in this direction is the development of an optional MEng qualification after the four-year degree.

"This should be a one-year full-time or two-year part-time course focusing on engineering management or technical specialisation. It should provide a broader education linked to the need for the engineer to play a stronger leadership role in industry."

"Because of his ability to interpret technical information, the engineer of the future will lead other professions in reaching key decisions in society."

The additional year of study, recently pioneered in the UK, will require close collaboration with industry and the Wits Business School to achieve its aims.

Also based on international trends, Professor Kemp hopes to institute a system enabling top science graduates to obtain engineering degrees with an additional two years of study.
Skilled labour training drive faces collapse

JOHANNESBURG. - A training drive to provide South Africa with its own skilled construction labour force is in danger of collapsing through lack of funds.

The programme is seen as vital as the country moves ahead with major projects such as the offshore oil scheme at Mossel Bay and the Lesotho Highlands water scheme.

The Mosgas planners who, until now have provided funding for the South African Fabrication Construction Training Trust Fund, is to stop payments at the end of May.

Mr Rene Schinétz, executive director of the fund and of the Construction Engineering Association, said approaches to the government had not, to date, had the desired results.

The trust fund was set up two years ago by the CEA and the South African Federation of Civil Engineering Contractors (Safec) in an effort to "make S.A. more reliant on a local labour force and drastically reduce the importation of expensive foreign labour".

The threat to the fund follows questions over the viability of Mossel Bay and the cancellation of other synfuel projects, including Gencor's oil-from-torbanite and ACEI's cogasification schemes.
Joining forces to get to grips with high inflation

INFLATION in building costs holds at around 18% overall — and is to be combatted by the two main bodies representing the building and civil engineering industries.

The Building Industries Federation of SA (Bifsa) has joined forces with the SA Federation of Civil Engineering Contractors (Safec), to look into areas where inflation is outstripping the general inflation rate.

Bifsa executive director Neil Fraser says: "It is still too early to say why the prices of such products as bricks, sand, crushed stone and ceiling materials should be subject to an annual inflation of more than 15% — but we will be looking for ways to slow the trend.

Training to upgrade the skills of people in the industry is essential," he says. "It is estimated the formal building industry employs about 200,000 site workers.

"In the past 20 years, a mere 50,000 have passed through Bifsa's training colleges, meaning that only about 15% of the people employed in the formal sector of the industry are trained to a reasonable level."

Bifsa is tackling the problem on two fronts. On the one hand, it is attempting to improve the training of newcomers to the industry, while on the other it has embarked on a drive to upgrade the skills of established workers.

"If we could raise productivity by only 10%, this would be a major force to counter inflation," Fraser says.

The informal sector is also a significant operator, comprising an estimated 40,000 self-employed builders — many of whom employ labourers.

The impact of this sector is borne out by the experience of leading brick manufacturers, who measure their average order in hundreds — as compared with the tens of thousands which was the norm in the past. Recognising the importance of the informal sector, Bifsa is introducing courses to meet their needs at various levels.

Maintained

"We will also look into cases where price increases are maintained at around the official inflation rate.

"Increases should not be imposed as a matter of course merely because we operate in an inflationary environment and because there is no competition to control them.

"All the producers put general inflation forward as their reason for increases, but I am concerned that a lot of the increases could arise out of monopolies and cartels."

Labour costs to the industry are also increasing faster than the general rate of inflation, and the per capita cost of labour will continue to increase rapidly in the foreseeable future.

Fraser says the only way to cushion the effect of this is to increase the efficiency..."
DEREGULATION MOVES

Government is considering allowing architects and other qualified draftsmen to self-certify building plans as a further move towards deregulation.

This means instead of having to submit plans to local authorities for approval before work can start on a new project, architects will be able to simply certify that the plans lodged with the local authority conform to the national building regulations and the relevant town planning scheme.

At a press conference in Cape Town this week, Trade and Industry Minister Kent Durr said the change, if introduced, will save time and money. Some local authorities currently take months to approve building plans.

He says there is already duality in the situation in that consulting engineers can self-certify drawings, but architects can’t.

He believes self-certification will place even greater onus on architects to ensure compliance with standards and regulations. The system can be policed by random checks on plans by local authorities and inspections by building inspectors. Architects who don’t comply could perhaps be dealt with by the profession’s own regulatory body, he says. The minister assures that all interested parties will be consulted before any changes are made.

Durr says the existing building regulations are also being reconsidered to make more adequate provision for disabled people who comprise between 10% and 11% of the population. He says the building regulations, which have been in force for five years, comprise only 10% of the previous regulations and have contributed significantly to deregulation in the building industry.
SBDC to spend R40m of its grant on job creation

THEO RAWANA

The Small Business Development Corporation (SBDC) would direct the R60m cash injection from the budget towards its five-year programme of job creation and erection of buildings in underdeveloped areas, GM development services Sonny Tarr said yesterday.

Tarr said R40m would go towards the Programme Funds set up for job creation projects and R20m would be allocated to the Pioneer Project Fund, used for erecting buildings in underdeveloped areas.

Using a growth base of 20% a year, the SBDC projected in November last year that R196.6m would be needed for job creation funds over a period of five years.

One of the job creation projects was the Support Fund, established to help businesses out of financial trouble.

"Since March 1985 this fund has granted 2,035 loans worth R92.2m and created 41,600 job opportunities," Tarr said.

The Small Builders' Bridging Fund for small builders had given 5,058 loans to date worth R105.1m, creating 86,000 jobs.

The Entrepreneur Training and Development Fund had done much to improve the skills of new entrepreneurs in industrial areas like Pennyville in Johannesburg and Wadeville near Benoni.

"The R20m allocated to the Pioneer Fund will be used for the erection of buildings and much-needed infrastructure in underdeveloped areas. These are high-risk, low-yield areas that could not be financed through normal financial programmes," said Tarr. He said the fund would grant mini-loans "to provide simple and fast finance up to R5,000 for very small developing businesses".
Strikers ordered to stay away from building site

Supreme Court Reporter

CONSTRUCTION workers at a Blue Downs building site who were fired after industrial action have been ordered to stay away from the site after an urgent application in the Supreme Court.

Mr Acting-Justice Van Deventer granted the application by Sersteel (Pty) Ltd last night, interdicting and restraining Mr W Nconjane and 41 others from entering the building site at Malibu Secondary School or any other building site or place of business of Sersteel.

The workers, members of the Building, Construction and Allied Workers' Union, were also restrained from intimidating any other employees, temporary staff or sub-contractors at the site or from damaging, tampering with or interfering with property belonging to Sersteel, or interfering with normal business operations.

In an affidavit Mr Leslie Ballard, a director of Sersteel, said industrial action had been taken by the workers in contravention of the Labour Relations Act.

Their services had been terminated on March 20, but they refused to vacate the building site and had sought to intimidate sub-contractors, several of whom had refused to return to the site until the dispute was settled.

Mr Ballard said Sersteel could not afford more delays and the attorney acting for the strikers had been unable to give an undertaking on their behalf because union officials had not met the workers.

The strikers were ordered to show cause by April 20 why the order should not be made final.
Mossgas hit by big strike

By JUSTICE SIGONYELA

CONSTRUCTION work on the on-shore refinery for the multi-million-rand Mossgas fuel-from-gas project in Mossel Bay has been halted by a strike among workers of the firms contracted to do the work.

The entire workforce of 5 000 went on strike last Thursday, but earlier this week the Mossgas consortium was claiming that half of them had "broken away" from the strike. Denise Gee, a spokesperson for Mossgas, said these workers were not back on site yet, as the firm wanted to avoid "confrontation".

She denied rumours that the workers who did "not wish to be associated with the strike" had been laid off. Employees of Mossgas itself were not involved in the action.
Mossgas strike ends but talks continue

Staff Reporter

The strike by more than 4,500 Mossgas workers employed by construction companies has ended, but negotiations on worker demands will continue, a Mossgas spokesman has said.

She said representatives of contractors and workers reached an agreement after two days of negotiations.

The strikers were due to go back to work at 7am today.

UNDER CONTROL

"Negotiations on the demands of the workers will, however, continue in an effort to reach an amicable and mutually acceptable solution to the dispute.

"The situation on site is, and has been, calm and under control throughout," the spokesman said.

She said the strike began on Monday last week when workers demanded that they be transported home over the Easter weekend.

Before the issue could be addressed, however, other workers joined the strikers in solidarity and added a pay demand to their grievances.

On Monday worker representatives and employers held negotiations which were stalled.
Call for plan to boost technical skills training

Critical shortage of engineers in SA

AUDREY D’ANGELO
Financial Editor

SA is facing a critical shortage of engineering and technological skills that will hinder the raising of living standards and the creation of wealth, delegates to the annual congress of the SA Institution of Civil Engineers heard yesterday.

The congress, at the Cape Sun, voted unanimously for a long-term national strategy to attract more engineering students and improve the quality of their education.

It also called for the restoration of a government department and minister of technology.

Stressing the need for this, Cliff McMillan, chairman of the Engineering Education and Training Committee, said: “SA is pitifully short of qualified engineers and managers.”

“Compared even with Australia, we have about a quarter of the number of qualified engineers for a total population which is nearly double Australia’s.

“Meanwhile Australia is taking steps to rectify what it perceives to be a shortage of qualified engineers compared with its major competitors such as Japan and Pacific rim countries, and plans to produce 40,000 graduate engineers over the next decade.

“SA is likely to produce little more than a quarter of that.”

McMillan explained: “Many governments are giving priority to engineering education because it is the clearest creator of wealth in any country.”

SA, on the contrary, had taken a step backwards because there was no longer a minister of technology — a portfolio held by Danie Steyn in the last government.

This, said McMillan, was “really serious because of the implication that since something had to give, technology was not really important.”

“The nations that are prosperous are making a serious commitment to technology and developing themselves.

“This country has the potential to become quite forgettable in investment terms.

Alan Kemp, dean of the Faculty of Engineering at Wits University, agreed: “It is a fallacy to believe that all we have to do is put our political house in order and investment will come.”

Fred Hugo, a professor of civil engineering at the University of Stellenbosch, said: “The creation of wealth — rather than just the sharing of existing wealth — should be top of the list.

“Technology will create more wealth to be shared. It will create more jobs, with a multiplier effect.”

In his speech to the congress, McMillan said: “The parlous state of academic research in engineering at SA universities should again be drawn to the attention of the government and the Council for Scientific and Industrial Research (CSIR) by the Engineering Council.

“The need for pro-active support for engineering needs to be emphasised to avoid a continuing deterioration of the academic base relative to overseas countries.

“SA’s isolation is having a negative influence but our weak position is made worse relatively by the innovative and positive approach to university research in engineering being adopted overseas.

“A desperate need exists for the introduction of some of these approaches, such as a five-year fellowship scheme paid by the government in Canada to attract academically-minded engineers back to university to undertake doctorates and establish research bases while fulfilling relatively light teaching loads.

“Or (there could be) link schemes between the CSIR, industry and the universities to provide generous support for research by teams of existing academics in broad fields relative to industry.

“Engineering does not need to be the poor relation in research at universities and a long-term strategy is required to reverse the situation for the benefit of the profession, industry and the country.”
Satisfaction is key, says consultant

Building trust among potential home buyers

SCHACHAT Homes, one of the leading home building companies in South Africa, has appointed a young black man, Mr Josias Legodi, to head its Home Advice Centre to assist and educate potential home buyers.

Legodi, who has been working as a consultant for the company for several years, sees part of his job as building trust in potential home buyers.

He says buying a home is probably the single biggest investment a person can make.

Unfortunately, Legodi says, the process can be fraught with pitfalls and problems for people who are not familiar with the concept of homeownership.

**Invasion**

"The black housing market is invaded by fly-by-night companies who give little to people's dreams.

"Once a person has lost his money to one company, he is hesitant to try again."

"Education is an investment. I make it a point to do my job perfectly. That way I know one satisfied customer will introduce a whole chain of people to me all needing help," he said.

As a building consultant, Legodi spends most of his time canvassing potential clients.

His target market is in the 21-50 year age group.

He joined the sales team of Schachat Homes in 1985 after an initial period as a filing clerk.

**BY SY MAKARINGE**

Because Schachat Homes is an equal opportunity employer, every encouragement was given to him to fulfill his ambition as a building consultant.

In the same year he passed the Estate Agents Board examination.

He was also nominated as top Schachat Homes consultant for 1988/89 with 281 deals to his credit.

Last year he won himself a 10-day trip to Portugal.

Legodi feels that black people are increasingly becoming interested in a house as an investment.

"In the past a house was seen merely as accommodation. But when people approach me about their home now, often their questions revolve around the services available in the area and the chances of resale," he said.
Handymen stop work

From MAKHAYA MANI

ABOUT 105 Oudtshoorn handymen this week downed tools to demand higher wages and the right to join the union of their choice.

The workers are employed as artisans' handymen by the JJJ Construction company which is building the local magistrate's court.

The strikers are demanding a R5-an-hour increase for trainee plumbers and R4.50 for other workers.

The present rate of pay is R1.24.

The strikers want to withdraw from the "sweetheart union" and join Cosatu affiliate, the Construction and Allied Workers' Union.

They want transport facilities with shelter for all workers who travel to the building site from outside Oudtshoorn.

The company manager has refused to meet with the strikers.
CONSTRUCTION TIRMS 35 110 JAC

STRIKES HIT COKE


**BYLAE**


2. Regulasies 2 van die regulasies word hierby gewysig:

(a) deur regulasie 2.3.1.1 deur die volgende regulasie te vervang:

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"SIVIELE EN STRUCTURELE INGE- NEURSDIENSTE.

Die geldie vir die siviele en strukturele ingenieursdienste is soos volg:";
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(b) deur regulasie 2.3.1.1.1 deur die volgende regulasie te vervang:

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**SCHEDULE**


2. Regulation 2 of the Regulations is hereby amended:

(a) by the substitution for regulation 2.3.1.1 of the following regulation:

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"CIVIL AND STRUCTURAL ENGINEERING SERVICES

The fees for the civil and structural engineering services shall be calculated as follows:";
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(b) by the substitution for regulation 2.3.1.1.1 of the following regulation:

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"BASIC FEES

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<td>21 420 000</td>
<td>21 420 000</td>
</tr>
<tr>
<td>30 940 000</td>
<td>30 940 000</td>
</tr>
<tr>
<td>hoër</td>
<td>hoër</td>
</tr>
<tr>
<td>hoër</td>
<td>hoër</td>
</tr>
</tbody>
</table>
```

Secondary fees: Calculated on the total cost of the works at the following percentages:

<table>
<thead>
<tr>
<th>Secondary fees: Calculated on the total cost of the works at the following percentages —</th>
<th>(column 1)</th>
<th>(column 2)</th>
<th>(column 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>260 000</td>
<td>800</td>
</tr>
<tr>
<td>260 000</td>
<td>260 000</td>
<td>475 000</td>
<td>715 000</td>
</tr>
<tr>
<td>475 000</td>
<td>475 000</td>
<td>715 000</td>
<td>1 070 000</td>
</tr>
<tr>
<td>715 000</td>
<td>715 000</td>
<td>1 070 000</td>
<td>1 785 000</td>
</tr>
<tr>
<td>1 070 000</td>
<td>1 070 000</td>
<td>1 785 000</td>
<td>2 975 000</td>
</tr>
<tr>
<td>1 785 000</td>
<td>1 785 000</td>
<td>2 975 000</td>
<td>4 760 000</td>
</tr>
<tr>
<td>2 975 000</td>
<td>2 975 000</td>
<td>4 760 000</td>
<td>7 140 000</td>
</tr>
<tr>
<td>4 760 000</td>
<td>4 760 000</td>
<td>7 140 000</td>
<td>13 090 000</td>
</tr>
<tr>
<td>7 140 000</td>
<td>7 140 000</td>
<td>13 090 000</td>
<td>21 420 000</td>
</tr>
<tr>
<td>13 090 000</td>
<td>13 090 000</td>
<td>21 420 000</td>
<td>30 940 000</td>
</tr>
<tr>
<td>21 420 000</td>
<td>21 420 000</td>
<td>30 940 000</td>
<td>52 360 000</td>
</tr>
<tr>
<td>30 940 000</td>
<td>30 940 000</td>
<td>52 360 000</td>
<td>52 360 000</td>
</tr>
<tr>
<td>hoër</td>
<td>hoër</td>
<td>hoër</td>
<td>hoër</td>
</tr>
</tbody>
</table>

‡
(e) Deur die tabel vervat in regulasie 2.3.1.1.2 deur die volgende tabel te vervang:

<table>
<thead>
<tr>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>0</td>
<td>2 620 000</td>
<td>0</td>
<td>3.25</td>
</tr>
<tr>
<td>2 620 000</td>
<td>3 925 000</td>
<td>6 550</td>
<td>3.00</td>
</tr>
<tr>
<td>3 925 000</td>
<td>5 235 000</td>
<td>16 262</td>
<td>2.75</td>
</tr>
<tr>
<td>5 235 000</td>
<td>8 035 000</td>
<td>29 450</td>
<td>2.20</td>
</tr>
<tr>
<td>8 035 000</td>
<td>13 090 000</td>
<td>73 475</td>
<td>2.00</td>
</tr>
<tr>
<td>hoër</td>
<td>138 925</td>
<td></td>
<td>1.50</td>
</tr>
</tbody>
</table>

(d) Deur die tabel vervat in regulasie 2.3.1.2.1.2 deur die volgende tabel te vervang:

<table>
<thead>
<tr>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primêre</td>
<td></td>
<td>R</td>
<td>R/m</td>
</tr>
<tr>
<td>gelde</td>
<td>350</td>
<td>1 720</td>
<td>4.14</td>
</tr>
<tr>
<td>2 000</td>
<td>2 320</td>
<td>4 190</td>
<td>2.75</td>
</tr>
<tr>
<td>5 000</td>
<td>10 000</td>
<td>5 990</td>
<td>2.39</td>
</tr>
<tr>
<td>10 000</td>
<td>20 000</td>
<td>7 990</td>
<td>2.07</td>
</tr>
<tr>
<td>20 000</td>
<td>50 000</td>
<td>15 790</td>
<td>1.74</td>
</tr>
<tr>
<td>hoër</td>
<td>34 290</td>
<td></td>
<td>1.37</td>
</tr>
</tbody>
</table>

(e) Deur regulasie 2.3.1.3 deur die volgende regulasie te vervang:

"MEGENIENSE EN ELEKTRIESE INGENIEURDienste."

Die gelde vir die meganiëse ingenieursdienste is soos volg:

<table>
<thead>
<tr>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>0</td>
<td>260 000</td>
<td>3 450</td>
<td>9.00</td>
</tr>
<tr>
<td>260 000</td>
<td>425 000</td>
<td>5 575</td>
<td>8.50</td>
</tr>
<tr>
<td>425 000</td>
<td>650 000</td>
<td>8 825</td>
<td>8.00</td>
</tr>
<tr>
<td>650 000</td>
<td>1 090 000</td>
<td>14 225</td>
<td>7.50</td>
</tr>
<tr>
<td>1 090 000</td>
<td>1 725 000</td>
<td>22 850</td>
<td>7.00</td>
</tr>
<tr>
<td>1 725 000</td>
<td>3 020 000</td>
<td>37 950</td>
<td>6.50</td>
</tr>
<tr>
<td>3 020 000</td>
<td>4 320 000</td>
<td>59 550</td>
<td>6.00</td>
</tr>
<tr>
<td>4 320 000</td>
<td>6 490 000</td>
<td>92 000</td>
<td>5.50</td>
</tr>
<tr>
<td>6 490 000</td>
<td>15 105 000</td>
<td>167 525</td>
<td>5.00</td>
</tr>
</tbody>
</table>

(f) Deur die tabel vervat in regulasie 2.3.1.2 deur die volgende tabel te vervang:

"Where the cost of the reinforced concrete portion of the works including the cost of the relevant proportion of the preliminary and general items—"

<table>
<thead>
<tr>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>0</td>
<td>2 620 000</td>
<td>0</td>
<td>3.25</td>
</tr>
<tr>
<td>2 620 000</td>
<td>3 925 000</td>
<td>6 550</td>
<td>3.00</td>
</tr>
<tr>
<td>3 925 000</td>
<td>5 235 000</td>
<td>16 262</td>
<td>2.75</td>
</tr>
<tr>
<td>5 235 000</td>
<td>8 035 000</td>
<td>29 450</td>
<td>2.20</td>
</tr>
<tr>
<td>8 035 000</td>
<td>13 090 000</td>
<td>73 475</td>
<td>2.00</td>
</tr>
<tr>
<td>hoër</td>
<td>138 925</td>
<td></td>
<td>1.50</td>
</tr>
</tbody>
</table>

(g) Deur die tabel vervat in regulasie 2.3.1.2.1.2 deur die volgende tabel te vervang:

"Where the length of track —"

<table>
<thead>
<tr>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primêre</td>
<td></td>
<td>R</td>
<td>R/m</td>
</tr>
<tr>
<td>gelde</td>
<td>350</td>
<td>1 720</td>
<td>4.14</td>
</tr>
<tr>
<td>500</td>
<td>1 000</td>
<td>2 120</td>
<td>4.00</td>
</tr>
<tr>
<td>1 000</td>
<td>2 000</td>
<td>4 200</td>
<td>2.75</td>
</tr>
<tr>
<td>2 000</td>
<td>3 000</td>
<td>6 150</td>
<td>2.39</td>
</tr>
<tr>
<td>3 000</td>
<td>4 000</td>
<td>8 100</td>
<td>2.07</td>
</tr>
<tr>
<td>5 000</td>
<td>6 000</td>
<td>10 000</td>
<td>1.74</td>
</tr>
<tr>
<td>hoër</td>
<td>10 000</td>
<td>34 290</td>
<td>1.37</td>
</tr>
</tbody>
</table>

(h) Deur die tabel vervat in regulasie 2.3.1.3 deur die volgende tabel te vervang:

"MECHANICAL AND ELECTRICAL ENGINEERING SERVICES."

The fees for mechanical engineering services shall be calculated as follows:

<table>
<thead>
<tr>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>0</td>
<td>260 000</td>
<td>850</td>
<td>10.00</td>
</tr>
<tr>
<td>260 000</td>
<td>425 000</td>
<td>1 080 000</td>
<td>8.50</td>
</tr>
<tr>
<td>425 000</td>
<td>650 000</td>
<td>1 725 000</td>
<td>8.00</td>
</tr>
<tr>
<td>650 000</td>
<td>8 825</td>
<td>3 020 000</td>
<td>7.50</td>
</tr>
<tr>
<td>8 825</td>
<td>12 225</td>
<td>4 320 000</td>
<td>7.00</td>
</tr>
<tr>
<td>12 225</td>
<td>16 490</td>
<td>6 490 000</td>
<td>6.50</td>
</tr>
<tr>
<td>16 490</td>
<td>20 850</td>
<td>15 105 000</td>
<td>6.00</td>
</tr>
<tr>
<td>20 850</td>
<td>25 300</td>
<td>15 105 000</td>
<td>5.50</td>
</tr>
<tr>
<td>25 300</td>
<td>30 900</td>
<td>15 105 000</td>
<td>5.00</td>
</tr>
<tr>
<td>30 900</td>
<td>36 500</td>
<td>15 105 000</td>
<td>4.50</td>
</tr>
<tr>
<td>36 500</td>
<td>42 000</td>
<td>15 105 000</td>
<td>4.00</td>
</tr>
<tr>
<td>42 000</td>
<td>47 500</td>
<td>15 105 000</td>
<td>3.50</td>
</tr>
<tr>
<td>47 500</td>
<td>53 000</td>
<td>15 105 000</td>
<td>3.00</td>
</tr>
<tr>
<td>53 000</td>
<td>58 500</td>
<td>15 105 000</td>
<td>2.50</td>
</tr>
<tr>
<td>58 500</td>
<td>64 000</td>
<td>15 105 000</td>
<td>2.00</td>
</tr>
<tr>
<td>64 000</td>
<td>69 500</td>
<td>15 105 000</td>
<td>1.50</td>
</tr>
<tr>
<td>69 500</td>
<td>75 000</td>
<td>15 105 000</td>
<td>1.00</td>
</tr>
<tr>
<td>75 000</td>
<td>80 500</td>
<td>15 105 000</td>
<td>0.50</td>
</tr>
</tbody>
</table>

(i) Deur die tabel vervat in regulasie 2.3.1.3 deur die volgende tabel te vervang:

Secondary fees: Calculated on the total cost of the reinforced concrete portion of the works at the following percentages:

<table>
<thead>
<tr>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>0</td>
<td>2 620 000</td>
<td>0</td>
<td>3.25</td>
</tr>
<tr>
<td>2 620 000</td>
<td>3 925 000</td>
<td>6 550</td>
<td>3.00</td>
</tr>
<tr>
<td>3 925 000</td>
<td>5 235 000</td>
<td>16 262</td>
<td>2.75</td>
</tr>
<tr>
<td>5 235 000</td>
<td>8 035 000</td>
<td>29 450</td>
<td>2.20</td>
</tr>
<tr>
<td>8 035 000</td>
<td>13 090 000</td>
<td>73 475</td>
<td>2.00</td>
</tr>
<tr>
<td>hoër</td>
<td>138 925</td>
<td></td>
<td>1.50</td>
</tr>
</tbody>
</table>
### Die gelde vir die elektriese ingenieursdienste is soos volg:

<table>
<thead>
<tr>
<th>meer is as —</th>
<th>maar nie meer is nie as —</th>
<th>Primêre gelde</th>
<th>Sekondêre gelde: Bereken op die totale koste van die werke teen die volgende persentasies</th>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 R</td>
<td>255 000</td>
<td>850</td>
<td>10,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>255 000</td>
<td>415 000</td>
<td>850</td>
<td>9,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>415 000</td>
<td>630 000</td>
<td>5 475</td>
<td>8,50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>630 000</td>
<td>1 050 000</td>
<td>8 625</td>
<td>8,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 050 000</td>
<td>1 685 000</td>
<td>13 875</td>
<td>7,50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 685 000</td>
<td>2 945 000</td>
<td>22 300</td>
<td>7,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 945 000</td>
<td>4 210 000</td>
<td>37 025</td>
<td>6,50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 210 000</td>
<td>6 325 000</td>
<td>58 075</td>
<td>6,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 325 000</td>
<td>1 472 000 hoër</td>
<td>89 700</td>
<td>5,50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Regulasi 3 van die Regulasies word hierby gewysig deur regulasie 3.3.1.1 deur die volgende regulasie te vervang:

"**STRUKTUREN EN SIVIELE INGENieursDienSTE IN VERBAND MET BOU-PROJEKTE.**

Ten opsigte van werke wat normale eise aan die tyd van 'n professionele ingenieur stel is die gelde soos volg:

<table>
<thead>
<tr>
<th>meer is as —</th>
<th>maar nie meer is nie as —</th>
<th>Primêre gelde</th>
<th>Sekondêre gelde: Bereken op die totale koste van die werke teen die volgende persentasies</th>
<th>(kolom 1)</th>
<th>(kolom 2)</th>
<th>(kolom 3)</th>
<th>(kolom 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 R</td>
<td>260 000</td>
<td>850</td>
<td>10,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>260 000</td>
<td>525 000</td>
<td>3 450</td>
<td>9,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525 000</td>
<td>1 310 000</td>
<td>8 700</td>
<td>8,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 310 000</td>
<td>2 620 000</td>
<td>15 250</td>
<td>7,50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 620 000</td>
<td>5 235 000</td>
<td>28 350</td>
<td>7,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 235 000</td>
<td>13 090 000 hoër</td>
<td>54 525</td>
<td>6,50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 090 000</td>
<td>hoër</td>
<td>119 975</td>
<td>6,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Regulasi 4 van die Regulasies word hierby gewysig —

(a) deur regulasi 4.3.1.1 deur die volgende regulasie te vervang:

"**MEGANIESE EN ELEKTRIESE INGENieursDienSTE**

Die gelde vir die mecaniese en elektriese ingenieursdienste is soos volg:"

(b) deur regulasi 4.3.1.1.1 deur die volgende regulasie te vervang:

### The fees for electrical engineering services shall be calculated as follows:

<table>
<thead>
<tr>
<th>&quot;Where the cost of the works —</th>
<th>the fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>exceeds — but does not exceed—</td>
<td>Primary fees</td>
</tr>
<tr>
<td>Secondary fees: Calculated on the total cost of the works at the following percentages</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(column 1)</th>
<th>(column 2)</th>
<th>(column 3)</th>
<th>(column 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>0 R</td>
<td>255 000</td>
<td>850</td>
<td>10,00</td>
</tr>
<tr>
<td>255 000</td>
<td>415 000</td>
<td>850</td>
<td>9,00</td>
</tr>
<tr>
<td>415 000</td>
<td>630 000</td>
<td>5 475</td>
<td>8,50</td>
</tr>
<tr>
<td>630 000</td>
<td>1 050 000</td>
<td>8 625</td>
<td>8,00</td>
</tr>
<tr>
<td>1 050 000</td>
<td>1 685 000</td>
<td>13 875</td>
<td>7,50</td>
</tr>
<tr>
<td>1 685 000</td>
<td>2 945 000</td>
<td>22 300</td>
<td>7,00</td>
</tr>
<tr>
<td>2 945 000</td>
<td>4 210 000</td>
<td>37 025</td>
<td>6,50</td>
</tr>
<tr>
<td>4 210 000</td>
<td>6 325 000</td>
<td>58 075</td>
<td>6,00</td>
</tr>
<tr>
<td>6 325 000</td>
<td>1 472 000 hoër</td>
<td>89 700</td>
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<td>14 720 000</td>
<td>higher</td>
<td>163 300</td>
<td>5,00</td>
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3. Regulation 3 of the Regulations is hereby amended by the substitution for regulation 3.3.1.1 of the following regulation:

"**STRUCTURAL AND CIVIL ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS.**

In respect of works making normal demands on the time of the professional engineer, the fees shall be:

<table>
<thead>
<tr>
<th>&quot;Where the cost of the works —</th>
<th>the fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4</th>
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<tbody>
<tr>
<td>exceeds — but does not exceed—</td>
<td>Primary fees</td>
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<td>Secondary fees: Calculated on the total cost of the works at the following percentages</td>
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<td>2 620 000</td>
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<td>5 235 000</td>
<td>13 090 000</td>
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<tr>
<td>13 090 000</td>
<td>higher</td>
<td>119 975</td>
<td>6,00</td>
</tr>
</tbody>
</table>

4. Regulation 4 of the Regulations is hereby amended —

(a) by the substitution for regulation 4.3.1.1 of the following regulation:

"**MECHANICAL AND ELECTRICAL ENGINEERING SERVICES**

The fees for mechanical And electrical engineering work shall be calculated as follows:"

(b) by the substitution for regulation 4.3.1.1.1 of the following regulation:
Mobsters attack civil engineering projects

The Argus Correspondent
DURBAN. — Development in Natal's townships is grinding to a halt and already 3000 jobs in the civil engineering industry are on the line as marauding mobsters make it "virtually impossible" for contractors to work.

"Anarchy prevails," the South African Federation of Civil Engineering Contractors (SAPCEC) claimed last week. It said no responsible manager of a contracting company would expect an employee to work on a construction site where he is open to intimidation and violence, and where his life is in danger.

The unrest has already cost civil contractors R15 million, not including the R36 000 or more being paid each month for security on a single site, SAPCEC branch manager Mr Des King said.

Already the future of an important arterial link in Ummhumbulu, a contract worth R14 million, is in the balance because of security problems.

Not surprisingly many contractors are no longer quoting for jobs in unrest areas, but with cuts in budgets there is little other work for them.

Some highlights of the seriousness of the situation include:

● An attack on a construction site in KwaMashu near Durban recently in which armed men in a minibus opened fire on workers.

● The recent death of a driver of an earth-moving machine instructed at gunpoint by two men to knock down the wall of a bottle store, which was then looted. The men cut off the driver's legs and necked him. The earth-moving machine, worth about R300 000, was set alight; and,

● The inability of a contractor to retrieve plant equipment worth at least R500 000 from near the Nagle Dam area after he was threatened by mobsters.

Some contractors have taken on guards armed with short-barreled, pump-action shotguns and some construction camps are now bordered by electrified fences in a bid to prevent theft and vandalism.

But this has not allayed fears among workers in the industry.
Health hazard closes garage

Renovation involving asbestos called to a halt
NEGOTIATIONS to establish the cause of a two-day mass strike by 8 000 workers at the Mossgas refinery site near Mossel Bay began yesterday, according to Mossgas spokeswoman Ms Denise Gee. The workers, who had vacated the site at noon yesterday, as was usually the case during the bi-weekly contractors' weekend, were not employed by Mossgas, but worked for contractors involved with the construction of the refinery plant, she said. The situation was calm and no incidents had been reported. — Sapa
Mossgas workers strike

WORK at the Mossgas refinery ground to a halt shortly after lunchtime yesterday when an estimated 9,000 workers downed tools for the second time in a week, upsetting talks to resolve a dispute over accommodation and wages.

The disaffected workforce charged the 22 contractors involved in the dispute had not fully addressed their demands, said Mr Bimba Mngabashana, of the National Union of Metalworkers of SA (Numsa).

Mr Mngabashana said management had issued a notice on negotiations to workers after lunch. These had been rejected and caused the stoppage.

Dissatisfaction with their accommodation prompted about 500 civil engineering workers to stage a wildcat stoppage last Thursday. The entire workforce was involved and the plant was paralysed for 3½ days. — Sapa
Workers on a new highrise building in the city centre take a break for a bite to eat. The World Health Organisation estimates that one in three new buildings become breeding grounds for Sick Building Syndrome.

**Disease breeds in third of all new buildings**

*By MOKGADI PELA*

The so-called Sick Building Syndrome which results from inhaling unhealthy air pollutants has been identified as one of the most disturbing features in the building and construction industries.

SBS - which also occurs when a ventilation system circulates fumes ranging from photocopying and cleaning fluids to perfume, tobacco smoke and mould - can cause nausea, depression, dizziness and headaches.

Aside from the host of industrial chemicals floating in the indoor air, poorly maintained buildings can be fertile breeding grounds for bacteria and fungi, said Dr Pietro Terblanche of the Pretoria-based Medical Research Council.

While environmentalists say the planet will not survive if people contaminate the outdoors, it is similarly true that people will not live if they pollute the indoors.

The World Health Organisation estimates that a third of all new buildings and renovated structures are sick.

An occupational researcher in Johannesburg, Mr. Richard Truter, told the conference that a 30-month study that involved 1 500 workers in 60 companies established that SBS was a serious problem in South Africa.

Truter said the study had the support of the National Council of Trade Unions and Anglo American Property Services.

**Productivity affected**

He said building related health complaints affected the well-being of people and consequently their productivity. He called on the scientists to improve the ventilation rate in the offices.

Truter added that the reduction of the sources of indoor and outdoor air pollutants would minimise or even eliminate the problem.

"People can be feeling miserable yet they do not know why," said Ms Schatten of Ceiling Doctor.

"I can call them walking dead. They usually feel worse as the week drags on. At the weekend they improve and go back to work on Monday feeling healthy, but by Wednesday they are miserable again."

She said unless the problem was solved the economic loss to the industry would be incalculable.
Construction workers to get 20pc pay rise

By DAVID YUTAR
Staff Reporter

BUILDING workers' pay packets will swell by more than 20 percent as a result of wage talks that have ended after a month of deadlock.

The Building Workers' Union originally demanded increases of about 40 percent.

Basic pay for general workers is up by 10.4 percent from R3.04 to R3.50 an hour. Artisans' hourly pay goes up 15 percent from R7.99 to R9.39.

But the 52c travelling allowance, previously shown separately, is to be added. For general workers this means R3.76 an hour and for artisans R4.60.

Overtime and holiday pay as well as sick pay contributions will increase accordingly.

Pension contributions will in future be based on a 50 week year rather than 49 weeks as in the past.

Employees and employers have agreed to continue negotiating on the issues in respect of which no agreement has yet been reached.

One of the most important of these is the so-called productivity criteria which applies to specific trade tests and which is regarded as crucial.

A spokesman for the Industrial Council for the Building Industry WP said that it was not possible to say when the changes would take effect but that it was hoped it would be by November.

The unions in the negotiations were the Building Workers' Union, the South African Woodworkers' Union, the Amalgamated Society of Woodworkers, the Amalgamated Union of Building Trade Workers and the South African Operative Masons Society.

Representing employers in the industry were the Master Builders Association, Cape Peninsula, the Master Masons and the Quarry Owners.

Mr Robert Simmons, general secretary of the Building Workers Union, described the negotiations leading to the agreement as "very difficult", saying that agreement was reached "only after the third meeting after a dispute was declared".

PRESS CONFERENCE: South African Foreign Minister Mr Pik Botha, left, and US Assistant Secretary of State Mr Herman Cohen in Pretoria yesterday.

End to sanctions nearer — Cohen

The Argus Correspondent
PRETORIA. — South Africa was close to meeting all the requirements for the lifting of US sanctions, the US Assistant Secretary of State, Mr Herman Cohen, said.

Addressing a news conference at the Union Buildings yesterday after a meeting with Foreign Minister Mr Pik Botha, Mr Cohen said: "I think it is very close."

Procedures had been established for releasing political prisoners, and this should happen in the relatively near future.

"The lifting of the state of emergency has taken place in every province, except Natal."

FULFILLED

"I am working under the assumption that as soon as the violence abates, that this will happen in Natal as well. At which point the prerequisites of the legislation would be fulfilled," Mr Cohen said.

Since arriving in the country on Sunday, Mr Cohen has met several cabinet ministers, including Finance Minister Mr Frederik de Klerk, Justice Minister Mr Kobie Coetsee and Constitutional Development Minister Mr Gerrit Viljoen, as well as African National Congress representatives.

He leaves for Windhoek today where he will attend a Joint Monitoring Commission meeting.

He was also scheduled to meet President De Klerk last night.

The progress towards the dismantling of apartheid was coming on "nicely" but the US government was troubled by the increase in violence, he said.

FIRST HAND

Mr Cohen said President Bush, members of Congress and the American public would like to get a first-hand account of Mr De Klerk's vision for the country's future.

"They would want to hear from him personally that the dismantling of apartheid is irreversible. They would want to get to know the man," Mr Cohen said.

Mr Botha said their meeting concentrated almost exclusively on Mr De Klerk's visit to the US on September 24.

Mr Cohen said ideas were exchanged on what the two presidents would be discussing and items on the agenda.

Immunity appeal
The R22bn a year co-operative movement, created to serve farmers and to finance their crops and inputs, is increasingly seen as the tail that wags the dog. The Competition Board's report on the Oostelike Transvaal Ko-op (OTK) (Leaders August 31), lifts the lid on their operations.

As in the Soviet Union and eastern Europe, farmers have become the victims of a socialist system devised originally to “protect” them against the vagaries of the market. And they dare not complain too loudly, as they lay themselves open to victimisation by the all-powerful co-op managements.

The board's report found that many of their restrictive practices are legal and the only way to change the status quo would be through deregulation.

Agriculture Minister Jacob de Villiers’ response, that a new Co-operative Act would not materiqlise before 1994, revealed a lack of commitment to resolving one of agriculture’s most intractable problems.

As long as ago as 1967, government's Steenkamp Commission on the co-op movement found the Act needed to be drastically amended in order to eliminate the sweeping powers that had evolved, often against the interests of farmers. But none of the commission’s recommendations were accepted.

Now that more and more complaints against the invidious system are surfacing, government is rethinking the matter. Harmful Business Practices Committee chairman Louise Tagor says she will investigate whether the Act allows practices that may prejudice consumers. “No part of the economy falls outside the ambit of the investigative powers granted by the Act. If any such practices are evident, my committee will recommend deregulatory changes.”

Economic Co-ordination & Restructuring Minister Wim de Villiers has also received a copy of the board’s report and has been asked to look into applying the deregulatory powers contained in the Temporary Removal of Restrictions on Economic Activities Act. And the Agricultural Economics Liaison Committee, comprising Agriculture, Treasury and Land Bank officials, is also looking at co-ops.

Meanwhile, the registrar of co-ops is studying the implications of the board’s report with a view to recommending changes to the Act to Agriculture Minister de Villiers. In addition, a Unisa academic has been seconded to look into possible changes to the Act.

The board’s report highlights unacceptable and anti-competition practices operated by OTK and other co-ops, such as:

☐ Writing off declared bonuses against tax assessments. In the OTK’s case, only 25% of these bonuses are in fact paid out to members. The rest are, effectively, a tax-free “loan” from its members, whether they like it or not. By declaring all its profits as bonuses, the co-op pays no tax. In the case of companies, dividends can be declared only on after-tax profits.

☐ Using subsidised financing from the Land Bank, not only to finance farmers, but also for vertical integration into operations such as feedlots, broilers, tractor assembly or milling — often in direct competition with its own members — and the private sector, which doesn’t have equal access to cheap finance.

☐ Using its lien over farmers’ crop proceeds to squeeze out the commercial banking sector from recovering its debts; and

☐ Preventing farmers from obtaining competitively priced inputs from other sources, because the co-ops control farmers’ purse-strings and will not finance outside purchases. Especially where farmers are deeply in hock to the co-ops, they dare not rock the boat; management can sell them out.

Abuses of power are not freely spoken about, but a few examples show the distorting effects of the powers that can be used by unscrupulous co-op managers — all made possible and legal by the Act.

In the case of tobacco producers, the Marketing Act has allowed a system in which sales can be handled only by a Tobacco Board — unlike “socialist” Zimbabwe, where tobacco farmers freely sell their produce to buyers from across the globe at the open market. With co-ops acting as agents for the board, the farmer is at the mercy of the co-op official who grades and prices the produce. Farmers who are not favoured may find that all or some of their crop is “condemned” or undergraded. There is no appeal and no referee.

Under a ruling by a previous agriculture minister, only the Klein Karoo Ko-op (KKK) at Oudtshoorn can slaughter, process and market ostriches — no farmer is allowed to sell tanned or cured skins to clamouring buyers in Europe and elsewhere. If farmers were allowed, profits could be doubled. “The KKK recently built an R18m abattoir at Oudtshoorn — but it is used only two days a week,” says a source who asked not to be named. “So the costs have to be recovered from its members, who can do nothing about it.”

The KKK pays its members about R850 for each live bird, cured skins alone can be sold for about R1 200 on the European market.

While ostrich farmers are not allowed to sell directly into world markets, ostrich farming in Bophuthatswana and Zimbabwe, where no such restrictions exist, is booming. Says another source: “Essentially, we have a communist system in SA.”

Arnold van Rensburg

Down on the farm... everything is not OK

104 • FINANCIAL MAIL • SEPTEMBER • 14 • 1990
Bifsa plans training revolution

By MAGGIE ROWLEY,
Business Staff

THE Building Industries Federation of South Africa (Bifsa) is set to revolutionise and formalise training in the industry in a major bid to improve building standards throughout the country.

Bifsa's executive director, Mr Neil Fraser, said the present system of apprenticeship, whereby a minor was indentured to an employer for a fixed period by means of a contract, was outdated and had failed dismally to provide qualified artisans.

A new system of training had been drawn up and distributed to the industry for comment, and feedback had been "enormously positive", he said.

"We hope to get started early next year and will go all out with training."

"While we are concentrating now on getting our own house in order, and this is a long-term project as there are many people in the industry already who need this training, we are hoping to promote the system throughout the subcontinent."

"If all countries in southern Africa have the same training system it will mean that when activity levels are low in one country artisans and supervisors will be qualified to move elsewhere for work."

Mr Fraser said only about 12 to 15 percent of the 200 000 existing registered workers in the formal sector of the building industry had received institutional Bifsa training and the number of those entering the industry for formalised training had dropped off sharply in the past 20 years.

Reasons for the failure of the present system included:

- The fact that the employer had to contractually undertake to employ the apprentice for a period of three years although he himself had no assurance of continued operation owing to the cyclical nature of the industry;
- The employer had to undertake he would train the apprentice in all facets of the trade, but the nature of one contract differed from another and the type of construction the employer was involved in during that period might not lend itself to training in all aspects of the trade;
- Continued interruption of the apprentice's attendance at Bifsa training colleges was a deterrent to employers taking trainees on; and,
- The automatic promotion to artisan status once the three-year apprenticeship had been served irrespective of competency or whether the apprentice had passed trade examinations during this period.

These problems had contributed to apprenticeship registrations plummeting from more than 6 000 in the 1970s to about 200 this year, he said.

Mr Fraser said the old system would be replaced by a modular training system whereby trainees would be able to work at their own pace and only proceed to a higher level once they had gained a measured competency in the previous level.

"There is also a certain amount of stress on self-teaching through manuals, videos and so forth. All in all the system will allow each person to progress at his own rate. Those who do not succeed in passing the entire course will not qualify as artisans, but will be competent in those modules they have passed and will consequently be able to find work in those areas," he said.

To qualify as an artisan, a trainee will have to pass the N1 and N2 examinations, Bifsa trade examinations and serve an internship of a fixed period in the industry. The period of this internship - either 12 or 18 months - was still being debated in the industry, he said.

In the past Bifsa could only train those people who were taken on as apprentices through companies.

"But now, owing to new legislation, we will be able to train anybody wishing to enter the profession and this training will be funded by the industry through our levy stamp system."

"The greatest benefit of this is that we can concentrate on training in the bad times, where before that was when companies cut back on apprenticeship intakes. As a result, when the economy picked up, they did not have the qualified staff," he said.

Bifsa was also considering introducing literacy and numeracy training, which in the long run could result in attracting and training people who presently did not qualify for an apprenticeship.

"Through these programmes we intend bringing them up to the required level to qualify for training in the industry," he said.
FARM CO-OPS

REFORMING THE LAW

Agriculture Minister Jacob de Villiers says government will consider recommendations made in the Competition Board's report on the Oostelike Transvaal Ko-op (Business September 14) in rewriting the Co-operative Act.

The Act, which governs SA's R22bn-a-year agricultural co-operative movement, has been sharply criticised for allowing co-op management to use power, thus limiting competition and inhibiting the free market.

"The Department of Agriculture is now investigating the drafting of a new Co-operative Act," De Villiers says. "In the light of government's striving for increased deregulation, unnecessarily restrictive measures in the existing Act will be taken out."

The board pointed out that many such practices exist but the Act ratifies them.

In drafting the new Act, government will look at "the competitive situation between the co-operative and non-co-operative sectors and will also consider the competitive abilities of both sectors," De Villiers adds. This answers criticism that some co-ops have used their legislative clout to block private-sector competition.

He also counters criticism that the recommendations of the 1967 Steenkamp investigation into the co-op movement were ignored. "Among the changes effected was that co-ops became taxable in 1977. In addition, Land Bank interest rates became market-related in 1988." But while Land Bank rates are now related to market rates, they're still below market rates, so this reform doesn't satisfy critics who say co-ops can use cheap Land Bank funds for their operations.

Says De Villiers: "The Land Bank's ability to provide loan funds at levels below the commercial bank rate is made possible by the method of financing the Land Bank, which is partly through obtaining funds on the open money and capital markets and partly out of its own sources."

The Land Bank's substantial reserves and accumulated profits are used in cushioning the effects of applying market interest rates.

"Subsidisation of interest rates for the purpose of financing the drought relief schemes via the Land Bank and the co-ops was a response to the financial dilemma facing farmers following the six-year drought of the Eighties."

Clearly, government is taking seriously the non-competitive situation created by the existing Act. Despite this, De Villiers says a new Act will not materialise before 1994.

The dilemma facing government is clear: with national farm debt standing at R14.7bn, of which the co-ops account for more than 20%, any precipitate moves could lead to a collapse in farm values pulling large sectors of the agricultural economy into a black hole of debt. This could have a disastrous impact on the commercial banking sector because massive debt write-offs would have to follow.

Such a policy could also have serious social consequences because farm insolvencies could lead to mass lay-offs of black farm-workers.

As in the case of phasing out import tariffs (Business September 21), the gradual approach is clearly the answer — as long as the commitment to deregulate expressed by De Villiers is not watered down over time.
LESS WORK AND FEWER WORKERS

BY DON ROBERTSON

CONSTRUCTION work will decline for the rest of this year and in 1991 at a gradual, moderate rate.

The SA Federation of Civil Engineering Contractors (Safec) says in its report for the year to June that employment will fall and more retrenchments will occur. Competition will increase and profits, which improved in the past two years, will fall.

After undertaking major plant replacement last year, contractors face a reduced workload and underused equipment.

On the brighter side, projects for the Lesotho Highlands Water scheme will provide much work from 1991. There are also indications that local authorities and regional service councils will increase their expenditure in real terms.

But the budgets of the five major road authorities for 1990-91 are down in real monetary terms and there is little likelihood that toll companies will build more roads because of uncertainty about their future.

Civilians at Mossel Bay will taper off in the months ahead.

Work undertaken by the industry was worth about R4.7-billion in the past year. Outstanding work, about R3.3-billion at the beginning of the year, fell by about 20% after inflation to below R4-billion by the yearend. Employment fell from about 95,000 to 90,000.
Black unions about face

Business Times Reporter

An about face by two large black unions is expected to avert the virtual collapse of the Industrial Council for the Building Industry in the Transvaal. *Times*, 3/10/70

The council gave notice last month that it would not represent unskilled workers in the industry after September 3, largely because the major black unions — the Building Construction and Allied Workers’ Union (BCAWU) and the Construction and Allied Workers’ Union (CAWU) — rejected central collective bargaining on major issues.

Nearly 45 000 unskilled workers were threatened with loss of many of the benefits from a R400-million pension fund, a sick benefit fund and a holiday fund.

But this week CAWU, which has 11 500 members, applied to rejoin the council and was accepted. BCAWU, with about 15 000 members, has called a national conference today to discuss the issue.
Boxing and Wrestling Control Amendment Bill [B 19—91 (GA)];
Roodewoort and Weltevreden Agricultural Settlements Adjustment Amendment Bill [B 20—91 (GA)];
Regional Services Councils Amendment Bill [B 21—91 (GA)];
Lekoa City Council Dissolution Bill [B 22—91 (GA)];
Diamonds Amendment Bill [B 23—91 (GA)];
Alexander Bay Development Corporation Amendment Bill [B 24—91 (GA)];
Nuclear Energy Amendment Bill [B 25—91 (GA)].

G. P. C. DE KOCK,
Secretary to Parliament.
Parliament, Cape Town.
1 October 1990.
(12 October 1990)

NOTICE 846 OF 1990
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
CANCELLATION OF REGISTRATION OF AN EMPLOYERS’ ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (1) of the Labour Relations Act, 1956, that as I have reason to believe that the OFS Aggregate Producers’ Association is not functioning as an employers’ organisation, its registration will be cancelled unless cause to the contrary is shown within a period of 30 days from the date of publication of this notice.

D. W. JAMES,
Industrial Registrar.
(12 October 1990)

KENNISGEWING 846 VAN 1990
DEPARTEMENT VAN MANNEKRAG
INTREKKING VAN REGISTRASIE VAN ’N WERKGEWERKSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (1) van die Wet op Arbeidsverhoudinge, 1956, bekend dat aangesien ek rede het om te vermoed dat die OFS Aggregate Producers’ Association nie as werkgewerksorganisasie funksioneer nie, sy registrasie ingetrek sal word, teny redes daarteen binne ’n tydperk van 30 dae vanaf die datum van publikasie van hierdie kennisgewing aangeneem word.

D. W. JAMES,
Nywerheidsregistrateur.
(12 Oktober 1990)

NOTICE 847 OF 1990
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Building Workers’ Union. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

KENNISGEWING 847 VAN 1990
DEPARTEMENT VAN MANNEKRAG
WET OP ARBEIDSVERHoudINGE, 1956
AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN ’N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat ’n aansoek om die verandering van sy registrasiebestek ontvang is van die Building Workers’ Union. Besonderhede van die aansoek word in onderstaande tabel verstreken.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privatsak X117, Pretoria, 0001).
### TABLE

**Naam van vakvereniging: Building Workers’ Union.**
**Datum waarop aansoek ingediend is: 18 July 1990.**
**Belange en gebied ten opzichte waarvan aansoek gedoen word: Swart en Gekleurde persone in diens in die Bouvyverheid in die landdrosdistrik Tulbagh.**

Voor die doeleinde hiervan beteken —

“Bouvyverheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltoo, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouwing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgeoef of verrig word deur persone wat by ondervermelde werksaamhede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook sloping wat nie verrig word met die doel om die terreine vir bouwerkzaamhede voor te berei nie:

- **Messelwerk**, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaise of -plate en glastiene, die beteeëling van mure en vloere, voegvullings, plaveiwerk, mosagewer, voorwerk met leie, met marmer en met komposisiemateriaal, rioolwerk, leverwerk en pandekking, bitumwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke, tuinnure en/of grensmure met style, blaise of enige ander materiaal;
- **betonplaveiwerk**, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjies wat op dieselfde terrein as 'n gebou gelê word, hetsy sodanige plaveisel 'n integreerend deel van die bouwerk uitmaak of nie;
- **elektriese installering**, wat die volgende insluit: Elektrotechniese monitoring en bedrading en werksaamhede wat daarmee gepaard gaan;
- **lakpolisierwerk**, wat die volgende insluit: Polisierwerk met 'n kwas of kussinkie en bespuit met 'n komposisieofst;
- **skrynwerk**, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikels wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- **ruit-in-lood-werk**, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameliemde en beglasing in verband daar- mee;
- **klipmessoelwerk**, wat die volgende insluit: Klippak- en klipbouwerk (ook die kap en bou van sierklipwerk), betonnering en die aanbring of bou van voorafgemaakte en/of kunsklip of -marmer, plaveiwerk, mosagewer, prikking, muur- en vloebeteling, die bediening van klipwerkmasjinerie, uitgesonder klippolier- masjinerie, en die skerpmaak van klipmessoelaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

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**Name of trade union: Building Workers’ Union.**
**Date on which application was lodged: 18 July 1990.**
**Interests and area in respect of which application is made: Black and Coloured persons employed in the Building Industry in the Magisterial District of Tulbagh.**

For the purposes hereof—

“Building Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as demolition not carried out for the purpose of preparing the sites for building operations:

- **Bricklaying**, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltating and sheeting and the erecting of prefabricated structures, garden walls and/or boundary walls with posts, slabs or any other materials;
- **concrete paving**, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building whether such paving forms an integral part of the structure or not;
- **electrical installation**, which includes electrical fitting and wiring and operations incidental thereto;
- **French polishing**, which includes polishing with a brush or pad and spraying with any composition.
- **joinery**, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the articles used;
- **lead lightmaking**, which includes the manufacture and/or fixing of lights and display signs and glazing relating thereto;
- **masonry**, which includes stone cutting and building (also the cutting and building of ornamental stone work), concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
metal work, which includes the manufacture to specification for installation in specified buildings and the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

painting, which includes the processes of sign-writing and wall decoration, decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paper-hanging, spraying, glazing, wax-polishing, destempering, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, washing and cleaning of painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning is done prior to any of the said processes;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, and paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, the installation of fire-prevention equipment, 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;

the fitting out of shops, offices and banks, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering and supervising the bending, placing and fixing in position of steel and concrete;

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

woodworking, which includes carpentry, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carvings, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood fathing, composition ceiling and wall covering, the plugging of
walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber (and the sandpapering thereof), cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphalt-saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

Interests and area in respect of which registration is held: Black and Coloured persons employed in the Building Industry, as defined above, in the Magisterial Districts of Beaufort West, Bellville, Caledon, Ceres, George, Goodwood, Heidelberg (Cape), Hermanus, Hopefield, Knysna, Kuils River, Malmesbury, Moorreesburg, Mossel Bay, Oudtshoorn, Paarl, Piketberg, Riversdale, Simon’s Town, Somerset West, Stellenbosch, Strand, Swellendam, The Cape, Vredenburg, Wellington, Worcester and Wynberg and the municipal areas of Tulbagh and Wolvey.

Postal address of applicant: P.O. Box 2013, Cape Town, 8000.

Office address of applicant: Third Floor, Thomas Pattulo Building, Martin Hammerschlag Way, Foreshore, Cape Town.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(12 October 1990)

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NOTICE 850 OF 1990
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
CANCELLATION OF REGISTRATION OF AN EMPLOYERS’ ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Natal Chemical Manufacturers Employers’ Association with effect from 3 October 1990.

D. W. JAMES,
Industrial Registrar.
(12 October 1990)
Growth in the hands of competent staff

THE state of the economy and government policy has led to media reports of "more retrenchment in the civil engineering industry".

Analysts say they see little hope of an upturn in the building industry until 1992.

In situations of declining workload, tender pricing becomes competitive and companies have to rely on the commitment, capabilities and productivity of staff.

Basil Read says its culture, philosophy and performance has its roots in the people in the group — from top management to the most junior employees.

Group manpower director Brian Maynard says: "All have a part to play in what has developed into a group of companies with a diverse spread of activities. Basil Read is a "people orientated" group and en-
cur, those employees would be "lost forever to the company and probably also to the industry".

This would lead to later problems. When an upturn arises, one is forced to recruit in a competitive labour market short of trained and skilled people or to start "crash" training programmes to meet requirements, he says.

Basil Read has found this type of "stop-start" situation leads to frustration, poor productivity and a poor quality of workmanship.

Many of the employees at Basil Read have given many years of loyal service. During the 36 years of its existence, 273 employees have received 20-year service awards and more than 50 workers have been given 20-year service awards.

"This type of loyalty has helped develop the group culture and a successful performance," Maynard says.

The shortage of skilled personnel in the construction industry is spread across the full range — from professionals to artisans.

In particular, the spheres in which Basil Read operates lack qualified technical personnel.

However, the group is attempting to rectify the situation through various training and bursary schemes.

There are several bursary students at universities and about 70 trainees attending various technical courses.

They are studying civil and mechanical engineering, surveying, quantity surveying, building science and construction foreman courses.

"The construction industry needs to do more to publicise the interesting and fulfilling careers open to qualified technical people across the population spectrum."

Personnel management has taken on increasing importance in the management structure of major organisations, and Basil Read has taken notice of this.

"We recognise this and have taken steps to meet the demands by formalising a substantial manpower department."

This, under Maynard's control, endeavours to encompass personnel management, staff recruitment, training, salaries and wage departments, industrial relations, public relations and internal communications.
Entrepreneurial skill to the fore

ENTREPRENEURIAL flair is the characteristic that sets Matrix Projects apart from most other operators in its field — and it starts with the people the company employs.

MD Malcolm Wilson says: "Most of our staff, from middle management upwards, possess the potential to become entrepreneurs in their own right."

"Holding together a team of this nature is an exciting management challenge, and one which offers enormous potential for the continuing development of the company."

Wilson says one of his primary roles is identifying and assessing the potential of his staff — and creating an environment in which each employee can grow, both as an individual and as part of the team.

"As they work together — and especially in the mentoring relationship between experienced and younger members of the team — our staff come to know each other's strengths and weaknesses."

He is not afraid to promote young staff members to senior positions when he is confident of their ability to handle increased responsibility.

As a result, the company has all the zest that can be expected from a management team with an average age of 38.

Matrix employs some 35 professionals with skills in architecture, engineering and construction management.

"I employ people who are self-motivated and excited about what they are doing — people who have a wide interest in life, yet whose work is an extension of their personality," says Wilson.

"The rewards of working for Matrix are considerable — but I believe the prime motivator of top people is job satisfaction."

"To a large extent, their future, and that of the company, depends on our success in enabling them to reach their full potential."

With this corporate philosophy, Matrix is well equipped to identify and take advantage of fresh opportunities as they arise.

On more than one occasion, the company has set the pace for the rest of the property development industry.

"For example, it was in the forefront of the trend to create more flexible office and industrial space, and pioneered the development of industrial parks locally."

The corporate structure is horizontal rather than vertical. Wilson says he is the co-ordinator of the company, aiming to keep abreast of developments in every aspect of its operation without interfering with the autonomy of its management staff.

"Development director Athol Vivier heads the company’s conceptual, architectural and estimating activities, as well as maintaining close contact with its engineering design wing."

Financial director Mike Figg, in addition to overseeing the administrative operations, is responsible for activities in the mining industry.

Director Peter Mitchell heads the local contracts development operation, assisted by teams of construction managers drawn from a range of professional backgrounds, and director Paul Vallet is responsible for developments beyond SA’s borders.

Wilson says: "We develop people as individuals — but a passion for teamwork is crucial.

"Our top people are those who have learnt to derive much of their job satisfaction from working with others — both inside and outside the company — who share their views about getting the job right first time, on time."
5. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) In subklausule (2) (a) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.

(2) In subklausule (2) (c) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.

(2) In the English text of the Schedule insert the following after clause 3 and re-number the existing clauses "4" to "6" to "9".

"4. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

In subclause (4) insert the expression ‘Workers’ Day,’ after the expression ‘Family Day.’

5. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) In subclause (2) (a) insert the expression ‘Workers’ Day,’ after the expression ‘Family Day.’

(2) In subclause (2) (c) insert the expression ‘Workers’ Day,’ after the expression ‘Family Day.’

No. R. 2505

LABOUR RELATIONS ACT, 1956

CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA.—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. 203 of 12 February 1988 and R. 727 and R. 728 of 14 April 1989, for a further period ending 31 October 1991.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 2506

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.—AMENDMENT OF MEDICAL AID FUND AGREEMENT

I, Eli van der Menwe Louw, 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 payday commencing on or after 1 November 1990 and for the period ending 31 March 1993, 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

5. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) In subklausule (2) (a) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.

(2) In subklausule (2) (c) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.

(2) In the English text of the Schedule insert the following after clause 3 and re-number the existing clauses "4" to "6" to "9".

"4. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

In subclause (4) insert the expression ‘Workers’ Day,’ after the expression ‘Family Day.’

5. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) In subclause (2) (a) insert the expression ‘Workers’ Day,’ after the expression ‘Family Day.’

(2) In subclause (2) (c) insert the expression ‘Workers’ Day,’ after the expression ‘Family Day.’

No. R. 2505

WET OP ARBEIDSVERHoudINGE, 1956

SEILWARENYGERheid, WITWATERSRAND EN PRETORIA.—VERLENGING VAN OORENKOMS

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 Goewermentskennisgawe Nos. R. 203 van 12 Februarie 1988 en R. 727 en R. 728 van 14 April 1989, met 'n verdere tydperk wat op 31 Oktober 1991 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2506

WET OP ARBEIDSVERHoudINGE, 1956

BOUWNYGERheid, WELTHELIKE PROVINSIE.—WISYNG VAN MEDIESE HULPFONDSOORENKOMS

Ek, Eli van der Menwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierin die Wysigingsoorenkoms genoem) wat in die Bylre hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Borse in die opskrif by hierdie kennisgawe vermeld, met ingang van die eerste loonweek wat op of na 1 November 1990 begin en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsoorenkoms aangegaan het en vir die werkgewers en werkners wat lede van genoemde organisasies of vereenigings is; en
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the first payweek commencing on or after 1 November 1990 and for the period ending 31 March 1993, 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.

E. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)

AGREEMENT

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

Master Builders’ and Allied Trades Association
Master Masons’ and Quarry Owners’ Association (South Africa) representing its members in the Monumentary Masonry Industry
(hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the

Amalgamated Society of Woodworkers of South Africa
Amalgamated Union of Building Trade Workers of South Africa
South African Operative Masons’ Society
South African Woodworkers’ Union
Building Workers’ Union
(hereinafter referred to as the “employees” or the “trade unions”), of the other part,

being the parties to the Industrial Council for the Building Industry (Western Province),


1. SCOPE OF APPLICATION

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

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

(b) in the Boland and in the Cape Peninsula.

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

(a) in respect of the Cape Peninsula only apply to employees for whom wages are prescribed in clause 16 (1) (h) of the Agreement published under Government Notice No. R. 504 of 23 March 1989, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the “Peninsula Agreement”);

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorneemkoms, uitgesonderd dié vervat in klausule 1 (1) (a), met ingang van die eerste loonweek wat op of na 1 November 1990 begin en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle werkgewers en werknmers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneeming, Nywerheid, Bedryf of Beroep in die gebiede in klausule 1 van die Wysigingsoorneemkoms gespesifieke.

E. VAN DER M. LOUW,
Minister of Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE)

OORENKOMS

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

Master Builders’ and Allied Trades Association
Master Masons’ and Quarry Owners’ Association (South Africa) wat sy lede in die Monumentklipmesseynywerheid verteenwoordig
(hierna die “werkgewers” of die “werkgewersorganisasies” genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa
Amalgamated Union of Building Trade Workers of South Africa
South African Operative Masons’ Society
South African Woodworkers’ Union
Building Workers’ Union
(hierna die “werknmers” of die “vakverenigings” genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie),

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet in die Bou- en Monumentklipmesseynywerhede nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknmers wat lede van die vakverenigings is;

(b) in die Boland en in die Kaapse Skiereiland.

(2) Ondanks subklausule (1) (a) is hierdie Ooreenkomst—

(a) ten opsigte van die Kaapse Skiereiland slegs van toepassing op werknmers vir wie tone voorgestryf word in klausule 16 (1) (h) van die Ooreenkomst gepubliseer by Goewernmentskennisgewing No. R. 504 van 23 Maart 1989, insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkomst (hierna die “Skiereiland-oornekomst” genoem);
(b) in respect of the Boland only apply to employees (excluding learners) for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m) of the Agreement published under Government Notice No. R. 460 of 18 March 1988, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the "Boland Agreement").

2. CLAUSE 9.—CONTRIBUTIONS

(1) In subclause (1), substitute the figure "R23,20" for the figure "R17,60".

(2) In subclause (2), substitute the figure "R11,60" for the figure "R8,80".

(3) In subclause (10), substitute the figure "R23,20" for the figure "R17,60".

Signed at Cape Town this 3rd day of September 1990.

H. McCARTHY,
Chairman.

L. P. DAGNIN,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

No. R. 2507

26 October 1990

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.—AMENDMENT OF AGREEMENT FOR THE CAPE PENINSULA

I, Eli van der Merwe Louw, 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 1 November 1990 in the case of clauses 1 and 5 and with effect from the first payday commencing on or after the said date in the case of clauses 2 to 4 and 6 to 9, and for the period ending 31 March 1993, 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 clause 1 (1) (a), shall be binding, with effect from 1 November 1990 in the case of clauses 1 and 5 and with effect from the first payday commencing on or after the said date in the case of clauses 2 to 4 and 6 to 9, and for the period ending 31 March 1993, 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.

E. VAN DER M. LOUW,
Minister of Manpower.

(b) ten opsigte van die Boland slegs van toepassing op werknemers (uitsondering leerlinge) vir wie lone voorgeskryf word in klausule 16 (1) (f), (g), (h) en (m) van die Ooreenkoms gepubliseer by Goewermentskennis-
gewig No. R. 460 van 18 Maart 1988, insluitende enige wysiging of verlenging daarvan, of enige daaropvol-
gende Ooreenkoms (hierna die "Boland-ooreenkoms" genoem).

2. KLOUSULE 9.—BYDRAES

(1) In subklausule (1), vervang deur die syfer "R17,60" deur die syfer R23,20".

(2) In subklausule (2), vervang deur die syfer "R8,80" deur die syfer "R11,60".

(3) In subklausule (10), vervang deur die syfer "R17,60" deur die syfer "R23,20".

Geteken te Kaapstad op hede die 3de dag van September 1990.

H. McCARTHY,
Voorsitter.

L. P. DAGNIN,
Ondevervoorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 2507

26 Oktober 1990

WET OP ARBEIDSPONDUIDING, 1956

BOUWERHEID, WESTELIKE PROVINSIE.—WYSIGING VAN OOREENKOMS VIR DIE KAAPSE SKIEREILAND

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsponduidinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywer-
heid, Bedryf of Beroep in die opskrif by hier-
die kennisreg geweld, met ingang van 1 November 1990 in die geval van klausules 1 en 5 en met ingang van die eerste looeweek wat begin op of na genoemde datum in die geval van klausules 2 tot 4 en 6 tot 9, en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewers-
organisasies 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 Wysigingsooreen-
koms, uitgesonderd dié vervat in klausule 1 (1) (a), met ingang van 1 November 1990 in die geval van klausules 1 en 5, en met ingang van die eerste looeweek wat begin op of na genoemde datum in die geval van klausules 2 tot 4 en 6 tot 9, en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisreg wat betrekkende is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klausule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VAN DER M. LOUW,
Minister van Mannekrag.
A former Murray and Roberts (M & R) Foundries manager, who alleged in the industrial court that management had framed a senior shop steward before firing him, plans to bring a R200 000 civil action against the company.

Former human resources manager Francois Swane pool said yesterday he was summarily dismissed from the company last week on the recommendation of an internal disciplinary inquiry.

He intended bringing a civil suit against the company for alleged unfair dismissal and victimisation, and planned an industrial court action on the grounds that his dismissal was an unfair labour practice.

The industrial court hearing in August concerned a National Union of Metal Workers (Numsa) claim that 240 workers at M & R's Alberton foundry were unfairly dismissed in September 1992. Swane pool, the company's chief witness, admitted to perjury and alleged that Numsa shop steward Sindiso Nelani had been "set up" by management. His dismissal had sparked an illegal strike.

Yesterday Swane pool said the company had denied him the right to appeal against his dismissal, had not given him notice pay and had denied him access to the company's records.

M & R Foundries group MD Gordon Scott said yesterday Swane pool had been summarily dismissed and did not qualify for notice pay.
Construction workers down tools

ABOUT 800 Mitchells Plain construction workers this week downed tools over wage demands.

The strike has led to construction by Bester Homes, a construction company which builds houses in Khayelitsha and Crossroads, grinding to a halt.

The strikers are members of the Building, Construction and Allied Workers' Union (Beawu), a Naemtu affiliate.

A union spokesperson said the company had refused the workers' demand for a R2-an-hour increase.

The present minimum rate is R3.21.
Builders pay more but get less

The outlook for the building industry is gloomy and will not alter unless political, economic and labour conditions change, the Bureau for Economic Research says in its latest building industry survey.

"It says labour is costing more and more while producing less and less of poorer quality.

Labour unrest and the intimidation of workers were also causing problems.

"Forecasts suggest that conditions in the industry will not improve during next year but that they may turn upward toward the end of 1991 or beginning of 1992.

"If this is so, next year is also going to be a tough year in the building industry as well as in many other industries throughout South Africa.

"One can only hope that the political situation will improve to such an extent that its effect will permeate all the spheres of South African business and industry."

Other aggravating factors include:

- Government projects which are in the process of being halted or have been stopped.

- Draughtsmen and architectural firms using under-qualified people, resulting in bad planning and consequent resource wastage.

- High interest rates and high building costs causing problems all round, especially in the residential sector.

- Government cutbacks causing problems for firms depending on public spending.

For contractors, the main labour problem is that wage demands are unrealistic and the quality of work is continually deteriorating. While building contractors involved in the non-residential sector are finding things increasingly difficult, residential specialists have not found their drop-off quite as bad, the BER says. — Sapa.
Row over Cape building workers' housing fund

By SHARON SOROUI
Labour Reporter

A ROW has erupted in the Western Cape and Boland building industry over a proposed housing fund for workers.

The announcement by the South African Woodworkers' Union (Sawu) this week that the fund would be established early next year has been strongly criticised by the Building Industrial Council and one of the largest unions in the industry.

In a statement Sawu general secretary Mr Eddie Kapp said "a housing fund will officially commence early in the New Year" through the "combined efforts of trade unions involved in the building industry and with the assistance of the Building Industrial Council".

But industrial council secretary Mr J J Kitshoff said the council had not yet offered any "assistance" to the scheme had not been finalised.

Only the idea of establishing a fund had been discussed at industrial council level.

Discussions that had taken place regarding Sawu and other bodies were unofficial, he said.

In the statement Mr Kapp said the housing fund, which would benefit all workers in the industry, had been taken to the workers at shop floor level and had had an overwhelming mandate in support.

But general secretary of the Building Workers' Union Mr Bobby Simmons said the announcement was premature as the feasibility of the scheme was still being investigated.
Engineers in demand

AT LEAST two posts are available for every engineering graduate and this state of affairs is likely to continue for the foreseeable future, says Philip Lloyd, head of Industrial & Petrochemical Consultants.

In particular, the demands in civil engineering and heavy-current electrical engineering are such that every young engineer has at least three jobs awaiting him when he graduates.

Although the universities have increased the number of graduates by more than 50% in the past 10 years, many more are needed if SA is to avoid demand-driven cycles of boom and bust.

There is a direct relationship between the demand for engineers and that for goods, says Dr Lloyd. Between 1987 and 1989 the index of physical volume of manufacturing increased by more than 6% and the demand for engineers rose by 20%.

"We do not have enough engineers to deliver more goods on demand, so when demand increases we merely import more — then the Government has to cool the economy to keep our balance of payments positive."
LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 second Monday after the date of publication of this notice and for the period ending 23 October 1991, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 October 1991, 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.

E. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON

AGREEMENT

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

Building Industries Association (East Cape)
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of South Africa

and

Transport Workers’ Union of South Africa
(hereinafter referred to as the “employees” or the “trade unions”), of the other part,

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


WET OP ARBEIDSVERHOUDINGE 1956

BOONYWERHEID, OOS-LONDEN.—WYSIGING VAN HOOFFOORENKOMS

Ek, Eli van der Merwe Louw, 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 Wysigingsoorenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsoorenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van Wysigingsoorenkoms, uitgesonder die verwijt in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1991 eindig, bindend is vir al en alle werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrekke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsoorenkoms gespesifiseer.

E. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOONYWERHEID,
OOS-LONDE

OORENKOMS

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

Building Industries Association (East Cape)
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of South Africa

en

Transport Workers’ Union of South Africa
(hierna die “werknemers” of die “vakverenigings” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bouwywerheid, Oos-Londen, om die Ooreenkoms, gepubliseer deur die Goewermentskennisgewing No. R. 2094 van 14 Oktober 1988, soos gewysig deur die Goewermentskennisgewings Nos. R. 2531 van 17 November 1989 en R. 1039 van 11 Mei 1990, te wysig.
1. SCOPE OF APPLICATION

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

(a) by all employers and by all employees who are engaged or employed in the Building Industry who are members of the employers’ organisation and the trade unions respectively;

(b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1977 and 1979 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).

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

(a) the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

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

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

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

2. CLAUSE 4.—WAGES

(1) Substitute the following for the table in subclause (1):

<table>
<thead>
<tr>
<th>Class of employee</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cents</td>
</tr>
<tr>
<td>(a) General worker</td>
<td>317</td>
</tr>
<tr>
<td>(b) Driver of a mechanical vehicle with a net carrying capacity of—</td>
<td></td>
</tr>
<tr>
<td>up to and including 1 814 kg</td>
<td>350</td>
</tr>
<tr>
<td>over 1 814 kg and including 4 536 kg</td>
<td>450</td>
</tr>
<tr>
<td>over 4 536 kg</td>
<td>500</td>
</tr>
<tr>
<td>(c) Operator of a power crane</td>
<td>450</td>
</tr>
<tr>
<td>(d) Operator, Grade I</td>
<td>450</td>
</tr>
<tr>
<td>(e) Operator, Grade II</td>
<td>350</td>
</tr>
<tr>
<td>(f) Artisan</td>
<td>782.2</td>
</tr>
</tbody>
</table>

(2) Substitute the following for the second paragraph of subclause (5):

"Whenever an employee reports for duty on the usual way on any working day at the normal starting time and there is no work for him, and including inclement weather, he shall be paid an amount equal to three hours’ pay as if he had in fact worked, unless he had been notified by his employer on the previous working day that his services would not be required on the day in question. He must remain on the site for the three hours if directed to do so.”

3. CLAUSE 19.—PAYMENT IN RESPECT OF ANNUAL LEAVE

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

<table>
<thead>
<tr>
<th>(i) Driver of a mechanical vehicle with a net carrying capacity of—</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cents</td>
</tr>
<tr>
<td>up to and including 1 814 kg</td>
<td>43</td>
</tr>
<tr>
<td>over 1 814 kg up to and including 4 536 kg</td>
<td>59</td>
</tr>
<tr>
<td>over 4 536 kg</td>
<td>65</td>
</tr>
<tr>
<td>(ii) Operator of a power crane</td>
<td>59</td>
</tr>
<tr>
<td>(iii) Operator, Grade I</td>
<td>43</td>
</tr>
<tr>
<td>Operator, Grade II</td>
<td>911</td>
</tr>
<tr>
<td>(v) General worker</td>
<td>30</td>
</tr>
</tbody>
</table>

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet nagetoom word—

(a) deur alle werkgewers en alle werknemers wat by die Bouwweerbaarheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings;

(b) in die landboudistrik Oos-Londen (uitgesonder daardie gedeeltes wat ingeval Grootevermengingsgewings Nos. 1977 en 1979 van 14 September 1981 en 10 Junie 1988 onderskeidelik oorgeplaas is vanaf Ciskei).

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkomst van toepassing op vakkie—

(1) Woonhuis teen 'n koste van minder as R14 000 en

(ii) alle ander geboue, ongaaf die koste daarvan—

(b) is hierdie Ooreenkomst van toepassing op die opstig van die oprigting, onderhoud, herstel of verbouing van die volgende op plekke:

1.2. KLOUSULE 4.—LONE

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

<table>
<thead>
<tr>
<th>&quot;Klas werknemer&quot;</th>
<th>Per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sent</td>
</tr>
<tr>
<td>(a) Algemene werker</td>
<td>317</td>
</tr>
<tr>
<td>(b) Drywer van 'n meegienee voertuig met 'n netto dravemoë van—</td>
<td></td>
</tr>
<tr>
<td>tot en met 1 814 kg</td>
<td>350</td>
</tr>
<tr>
<td>meer as 1 814 kg tot en met 4 536 kg</td>
<td>450</td>
</tr>
<tr>
<td>meer as 4 536 kg</td>
<td>500</td>
</tr>
<tr>
<td>(c) Bediener van 'n kraagkraan</td>
<td>350</td>
</tr>
<tr>
<td>(d) Operator, graad I</td>
<td>450</td>
</tr>
<tr>
<td>(e) Operator, graad II</td>
<td>782.2</td>
</tr>
<tr>
<td>(f) Ambagsman</td>
<td>782.2</td>
</tr>
</tbody>
</table>

(2) Vervang die tweede paragraaf van subklousule (5) deur die volgende:

"Wanneer 'n werknemer hom op die gebruiklike maniere op 'n werkday op die gewone aanvangstyd vir werk aangemeld, en daar geen werk vir hom is, of daar gereg terweer is, moet hy 'n bedrag betaal word wat gelyk is aan betaling vir drie uur asof hy ingeraad gewerk het, tenhys sy werkgewer hom die vorige werkday in kennis gestel het dat sy dienste nie op die betrokke dag nodig sal wees nie. Hy moet op die perseel bly vir die drie uur indien hy aldus gelok word.”

3. KLOUSULE 19.—BETALING TEN OPSIGTE VAN JAARLIKE VERLOF

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

<table>
<thead>
<tr>
<th>&quot;Per uur&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent</td>
</tr>
<tr>
<td>(i) Drywer van 'n meegienee voertuig met 'n netto</td>
</tr>
<tr>
<td>dravemoë van—</td>
</tr>
<tr>
<td>tot en met 1 814 kg</td>
</tr>
<tr>
<td>meer as 1 814 kg tot en met 4 536 kg</td>
</tr>
<tr>
<td>meer as 4 536 kg</td>
</tr>
<tr>
<td>(ii) Bediener van 'n kraagkraan</td>
</tr>
<tr>
<td>(iii) Operator, graad I</td>
</tr>
<tr>
<td>Operator, graad II</td>
</tr>
<tr>
<td>(iv) Ambagsman</td>
</tr>
<tr>
<td>(v) Algemene werker</td>
</tr>
</tbody>
</table>
4. CLAUSE 22.—HOLIDAY FUND

Substitute the following for the table in subclause (1):

<table>
<thead>
<tr>
<th>Description</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Driver of a mechanical vehicle with a net carrying capacity of—</td>
<td></td>
</tr>
<tr>
<td>(i) up to and including 1 814 kg</td>
<td>18,06</td>
</tr>
<tr>
<td>(ii) over 1 814 kg up to and including 4 536 kg</td>
<td>24,78</td>
</tr>
<tr>
<td>(iii) over 4 536 kg</td>
<td>27,30</td>
</tr>
<tr>
<td>(b) Operator of a power crane</td>
<td>24,78</td>
</tr>
<tr>
<td>(c) Operator, Grade I</td>
<td>24,78</td>
</tr>
<tr>
<td>Operator, Grade II</td>
<td>24,78</td>
</tr>
<tr>
<td>(d) Artisan</td>
<td>38,43</td>
</tr>
<tr>
<td>(e) General worker</td>
<td>12,60</td>
</tr>
</tbody>
</table>

5. CLAUSE 29.—GENERAL FUNDS OF THE COUNCIL

In subclause (1), substitute the figures "91c", "79c" and "64c" for the figures "75c", "53" and "66c" respectively.

6. CLAUSE 34.—PENSION FUND

In subclause (2) (a), substitute the figures "65c", "R27.30" and "R54.60" for the figures "58c", "R24.57" and "R49.14" respectively, wherever they occur in this subclause.

7. CLAUSE 37.—CONTRIBUTIONS TO THE MEDICAL AID FUND

(1) In subclause (1), substitute the figures "36c", "R15.12" and "R30.24" for the figures "31c", "R13.23" and "R26.46" respectively, wherever they occur in this subclause.

(2) In subclause (2), substitute the figure "R30.24" for the figure "R26.46".

8. CLAUSE 39.—BENEFITS OF THE MEDICAL AID FUND

(1) In (a), substitute the figure "R3 000,00" for the figure "R2 000,00".

(2) In (b) substitute the figure "R5 000,00" for the figure "R3 000,00".

Signed at East London, on behalf of the parties, this 21st day of May 1990.

D. B. CAPELS,
Chairman.

W. S. HEATON,
Vice-Chairman.

G. R. REED,
Secretary.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 2718 23 November 1990

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT NO. 54 OF 1972)

REGULATIONS GOVERNING THE COMPOSITION AND LABELLING OF RAW BOEREWORS, RAW SPECIES SAUSAGE AND RAW MIXED-SPECIES SAUSAGE

The Minister of National Health and Population Development has, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), made the regulations set out in the Schedule hereto.

4. KLOUSELE 22.—VAKANSIEFONDS

Vervang die tabel in subklausule (1) deur die volgende:

<table>
<thead>
<tr>
<th>Description</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Drywer van 'n meganiese voertuig met 'n netto</td>
<td></td>
</tr>
<tr>
<td>(i) tot en met 1 814 kg</td>
<td>18,06</td>
</tr>
<tr>
<td>(ii) meer as 1 814 kg tot en met 4 536 kg</td>
<td>24,78</td>
</tr>
<tr>
<td>(iii) meer as 4 536 kg</td>
<td>27,30</td>
</tr>
<tr>
<td>(b) Bediener van 'n krakraan</td>
<td>24,78</td>
</tr>
<tr>
<td>(c) Operator, graad I</td>
<td>24,78</td>
</tr>
<tr>
<td>Operator, graad II</td>
<td>18,06</td>
</tr>
<tr>
<td>(d) Ambagsman</td>
<td>38,43</td>
</tr>
<tr>
<td>(e) Algemene werker</td>
<td>12,60</td>
</tr>
</tbody>
</table>

5. KLOUSELE 29.—ALGEMENE FONDE VAN DIE RAAD

In subklausule (1), vervang die syfers "75c", "63c" en "66c" deur onderskeidelik die syfers "91c", "79c" en "64c".

6. KLOUSELE 34.—PENSIOENFONDS

In subklausule (2) (a) vervang die syfers "58c", "R24.57" en "R49.14", waar hulle ook al in die subklausule voorkom, deur onderskeidelik die syfers "65c", "R27.30" en "R54.60".

7. KLOUSELE 37.—BYDRAE TOT DIE MEDISEE BYSTANDFONDS

(1) In subklausule (1), vervang die syfers "31c", "R13.23" en "R26.46", waar hulle ook al in die subklausule voorkom, deur onderskeidelik die syfers "36c", "R15.12" en "R30.24".

(2) In subklausule (2), vervang die syfer "R26.46" deur syfe "R30.24".

8. KLOUSELE 39.—BYSTAND VAN DIE MEDISEE BYSTANDFONDS

(1) In (a), vervang die syfer "R2 000,00" deur die syfer "R3 000,00".

(2) In (b), vervang die syfer "R3 000,00" deur die syfer "R5 000,00".

Namens die partye op hede die 21ste dag van Mei 1990 te Oos-Londen onderteken.

D. B. CAPELS,
Voorst.ter.

W. S. HEATON,
Ondervoorsitter.

G. R. REED,
Sekretaris.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS-ONTWIKKELING

No. R. 2718 23 November 1990

WET OP VOEDINGSMIDDELS, SKOONHEIDS MIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET No. 54 VAN 1972)

REGULASIES BETREFFENDE DIE SAMESTELLING EN ETIKETERING VAN ROU BOEREWORS, ROU SPEIESWORS EN ROU GEMENGD-SPEIESWORS

Die Minister van Nasionale Gesondheid en Bevolkingsontwikkeling het kragsartikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies uiteengesit in die Blye hiervan, uitgevaar-
Employment prospects still poor in building industry

PRETORIA — The decline in employment in the building industry is expected to continue until at least the last quarter of next year, says Building Industries' Federation of SA (Bifs) economist Charles Martin.

He was commenting on the 16% increase in the value of building plans passed in the first eight months of this year.

Martin said job losses in the industry were accelerating as the recession deepened.

He estimated that in the past nine months between 8 000 and 10 000 building workers had lost their jobs.

Total workforce in the industry is approximately 250 000.

Martin said the increase in the value of building plans passed could not be used as an indication of a projected upturn in the industry.

Past experience had shown at least half the plans would be cancelled.

Minister outlines hopes to councils

PINECROW — Manpower Minister Eli Louw yesterday outlined the role he hoped to see industrial councils playing in the future.

He told a meeting of industrial councils that they had built up a responsible and long-standing relationship with industry. They had also promoted discipline and encouraged better planning by employers.

He said councils should endeavour to solve the problem of two-tier bargaining.

They could play an important role in promoting a better understanding of the wealth creation process, particularly in the areas of productivity and productivitiy bargaining, he said.

Louw called on councils to investigate how they could participate further in economic growth, saying that he would be happy to listen to their suggestions. He also asked for councils' input on current Ministers' Council discussions on the Labour Relations Act. — Sapa.

Violence

However, a bigger allocation in the 1991/92 budget in March for low-cost housing could be a significant stimulant.

But a pre-condition would be that the level of unrest and violence in townships was significantly lowered.

Unless this was achieved, the big building companies would hesitate to accept contracts for building homes in the townships, Martin added.

GERALD HEILY
Building industry's holiday starts

Johannesburg: Construction work on hundreds of buildings throughout the country will come to a standstill tomorrow when the building industry starts its Christmas shutdown.

Workers in the Transvaal began their four-week holiday last Friday and their colleagues in the Cape Province, Natal and Free State go on three weeks' leave tomorrow.

The building industry employs a labour force of about 258,000, according to the Building Industries Federation of South Africa.

According to the Central Statistical Services, 30,353 houses, flats and townhouses were built from January to September this year, compared with 34,150 for the same period last year.

Bifsa spokesman Dr Charles Martin said there had been a decline in the industry in the past five years and a further decline could be expected next year if the interest rate did not drop.

The workforce had been reduced by five to six percent this year, involving mainly unskilled workers, but retrenchments were expected to soar next year and artisans would also be affected.
CONSTRUCTION — LABOUR

1991
Blending the old and the new

The new South Africa implies both an "ancient and modern" challenge for the construction sector.

I believe current developments already highlight the need for a blend of ultra-modern, computer-relentless techniques backed — when occasion demands — by old-fashioned, labour-intensive methods.

This dual challenge will become more acute as the Nineties progress.

We operate in two different contexts. One calls for the latest technology in order to meet tight deadlines and meet a high level of specifications. As high as anywhere in the Western world.

The second context could hardly offer a starker contrast. Here, the need is primarily to provide jobs for unskilled, untrained and often illiterate workers.

It's a case of going back to old pick-and-shovel methods — but with a slight refinement.

On-the-job training and skills enhancement have to be part of this largely Third World package.

Essentially, the construction company has to recognise a responsibility to provide jobs and training, and to structure contracts more with than just the bottom line in mind.

In the new South Africa, it would be naïve to imagine that single-minded pursuit of profit is the be-all and end-all. We have to show sensitivity to the nation's social agenda, too.

Developments within the Stocks group have demonstrated that this dual challenge is already being met.

High-profile, prestige projects such as Bloumnfontein Civic Centre or the fast-track hotel-casino complexes for Sun International demand recourse to modern planning methodologies and computerised schedules.

Getting the right plant and materials on site at the right time in the right quantities when the appropriate personnel are available is becoming an art form with minimal margin for error. The slightest slip could cost millions.

Fast-track building methods are becoming more sophisticated all the time to meet this particular challenge.

But planners and negotiating teams have to take a whole new set of factors into account when working on less complex projects or those where the timeframes are a little more generous.

In scenarios such as these, the need to create jobs for unskilled operatives and to provide training could shape the whole approach to a contract.

The construction firm then has to be sufficiently flexible and sensitive to meet those needs.

Several examples come to mind in recent Stocks group projects.

For instance, Stock Roads (Natal) has begun work on a unique project near the KwaZulu township of Osizweni (Newcastle).

The contract entails upgrading a major 27 km bus route. It is the first project of its kind awarded by the KwaZulu government.

However, all trench excavations are being completed by hand.

The project is being funded by the Land Bank and will be completed by November 1991.

Wolf Reusch, Stocks area manager in the Natal region, says: "The contract to upgrade this route is fairly straightforward, but it was conditional on us using local labourers instead of machinery to excavate the trenches."

"For this labour-intensive approach, we employed 130 labourers from Osizweni. We're progressing at only about two km a month, but it provides vital jobs for the community and ensures on-the-job training for many less skilled labourers."

Stocks (Eastern Cape) had to respond to a similar challenge at Tsolo in Transkei.

This was a R5 million contract for construction of a residence block and houses at the College of Agriculture.

The site, about 50 km north of Umtata, was in an area where first world infrastructure is the exception rather than the rule. The only plentiful resource was labour.

The site was covered with large boulders, but little modern plant or machinery was available locally for its removal.

"We organised our labour into teams to crush the boulders to make aggregate — in one operation getting rid of the boulders, creating on-the-spot building material and creating jobs," says John Devine, managing director of Stocks (Eastern Cape).

"There was a real Third World look to that site — just men and wheelbarrows, with very little modern equipment.

"Obviously, the reverision to old methods cost us time, but it's perhaps a learning curve we'll all have to go up in some sectors of the construction industry."

Mr Edwards concludes: "The 1990s will continue to set new challenges for the construction sector.

"However, the dominant theme for the whole decade will probably be the requirement to balance national needs for upliftment and jobs with the need to make a profit while staying abreast of modern, high-tech developments."

"We will have to be versatile, adaptable and sensitive. Some cynics may suggest that construction men are not the most sensitive set of professionals around... but the work to date of our group suggests that we show a much greater degree of awareness and responsibility than we are given credit for."

"I'm confident that this dual challenge will be successfully met."
Cawu joins council

Cosatu's Construction and Allied Workers' Union has joined the Transvaal building industrial council and is participating in negotiations, it was confirmed this week.

Union eyebrows were raised last year when it was learnt that Cawu had refused to join the council, because employers wanted a ban on plant-level pay bargaining.

As Nactu's Building, Construction and Allied Workers' Union (Beawu) withdrew in 1988, the council was deemed unrepresentative of blacks — and for the first time, the current wage agreement excludes them.

Cawu's Desmondo Mahetha said the union joined the council late last year after deciding to fight for changes from within.

Cawu wanted proportional representation and an employer agreement to bargain at the plant. It was also pressing for the interim extension of the current agreement to blacks.

Report from Weekly Mail staff, Sapa
Strike action increasing in building industry

By Frank Jeans

The increase in strike action within the building industry is seen as having a direct link to trade union and worker perceptions that the changes in the South African political arena, particularly the unbanning of the ANC, are favourable to securing better wages.

This view comes through clearly in the annual report of the Master Builders Association (Witwatersrand), which adds: "Regrettably, this attitude is without any corresponding willingness in general for improvements in productivity."

The result of the dramatic rise in strikes and work stoppages last year was a loss of more than three million man-days compared with two million for 1989.

Projecting the 1990 figure into this year, the MBA says this could result in 1,140 strikes which would be 33 percent more than in 1989.

"The obvious downturn in the economy is seriously affecting employment opportunities," says the report, "and while quality skilled and semi-skilled workers are still in demand, the reverse is the case for unskilled workers where the unemployment situation is worsening by the month."
Johannesburg — Construction industry employers are considering taking legal action against the Construction and Allied Workers' Union (Cawu) for the losses incurred during the illegal three-day strike two weeks ago, Ian Robinson, the chief executive of the Building Industry Federation of South Africa, said yesterday.

The strike was ruled illegal by an independent arbitrator last week based on the old statute, because the dispute started last August before the new Labour Relations Act was enacted.

The union, which has 2,000 members in 47 companies, suspended the strike after the ruling.

Matthew Olifant, the union's general secretary, said the union temporarily abandoned the strike but would get legal advice on what step to take next.

The union has demanded a R1 an hour increase across the board while the employers and the three other unions — the Building Construction and Allied Workers' Union, the Amalgamated Trade Workers' Union and the Building Workers' Union — have agreed on a 60c an hour increase.

The union also demanded a minimum living wage of R1,500 for all workers.
3 DEFINITIONS

Any expression used in this Scheme which is defined in the Act shall have the same meaning as in the Act and any reference to the Act shall include any amendments to the Act and any regulations made in terms of the Act and, unless inconsistent with the context—

"Act" means the Manpower Training Act, 1981 (Act No. 56 of 1981);
"Board" means the Power Construction Industry Training Board;
"employee" means any employee, as defined in the Act, who is employed by or who performs work for an employer in the Industry;
"employer" means any employer, as defined in the Act, who employs or provides work for any employee in the Industry;
"Fund" means the Power Construction Industry Training and Development Fund (Mossgas) referred to in clause 5;
"Power Construction Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of the distribution of electrical power, including the installation, erection and maintenance of such high voltage powerlines, electrical substations and transformers including subcontract work and the like, but excluding Eskom and the State, which Industry shall, for the purposes of the Scheme, be limited to the following employers:
KPL Elsa (Pty) Limited;
J. C. Groenewalds Construction Company (Pty) Limited;
Industrial Electrical Company (Pty) Limited;
Groenewalds Manpower Limited;
Groenewalds Plant Resources Limited;
Groenewalds Project Services Limited;
"Registrar" means the Registrar of Manpower Training appointed in terms of the Act; and
"Scheme" means the Power Construction Industry Training Scheme (Mossgas).

4. OBJECTIVES OF THE SCHEME

The objectives of the Scheme shall be—

(a) to provide the necessary funds to ensure an adequate supply of trained employees for the Industry and to assist financially with the training and development of labour for the Industry at all levels in order that all contributing employers shall have equal opportunities for the training and development of their employees; and

(b) to finance the administration of the Board and the objectives of the Board as set out in its constitution.

3. WOORDOMSKRYWING

Enige uitdrukking gebruik in hierdie Skema wat in die Wet omskryf word, het dieselfde betekenis as in die Wet en enige verwysing na die Wet omvat enige wysings aan die Wet en enige regulasies uitgevaardig ingevolge die Wet en, tensy onbetaanbaar met die sinsverbinding, beteken—

"Fonds" die "Power Construction Industry Training and Development Fund (Mossgas)" bedoel in klusule 5;
"Kragtoevoerkonstruksienywerheid" of "Nywerheid", sonder om die algemene betekenis van die uitdrukking enigszins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die doeleindes van die verspreiding van elektriese krag, insluitende die installering, oprigting en onderhoud van soodanige hoogspanningskraglyne, elektriese subtransfers en transformers en ook subkontrakterswerk en soortgelyke werk, maar met die uitstuiting van die Eskom en die Staat, welke Nywerheid, vir die doeleindes van hierdie Skema, beperk word tot die volgende werkgewers:
KPL Elsa (Pty) Limited;
J. C. Groenewalds Construction Company (Pty) Limited;
Industrial Electrical (Pty) Limited;
Groenewalds Manpower Limited;
Groenewalds Plant Resources Limited;
Groenewalds Project Services Limited;
"Raad" die "Power Construction Industry Training Board";
"Registrateur" die Registrateur van Mannekragopleiding aangestel kragtens die Wet;
"Skema" die Opleidingskema vir die Kragtoevoerkonstruksienywerheid;
"werkgewer" enige werkgewer soos in die Wet omskryf, wat 'n werknemer in die Nywerheid in diens het of aan hom werk verskat;
"werknemer" enige werknemer soos in die Wet omskryf, wat in diens is by of werk vir 'n werkgewer in die Nywerheid; en
"Wet" die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981).

4. DOELSTELLINGS VAN DIE SKEMA

Die doelstelling van die Skema is—

(a) om die nodige fondse te voorsien ten einde te verseker dat voldoende opgeleide werknemers vir die Nywerheid beskikbaar is en om die opleiding en ontwikkeling van werknemers op alle vlakke in die Nywerheid finansiël te ondersteun sodat alle hydraanse werkgewers gelyke geleentheid vir die opleiding en ontwikkeling van hul werknemers sal hê; en

(b) om die administrasie en doelstelling van die Raad, soos in sy konstitusie uiteengesit, te finansier.
MANPOWER TRAINING ACT, 1981
(ACT No. 56 OF 1981)

BUILDING INDUSTRIES TRAINING BOARD.—DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

1. I, Eli van der Merwe Louw, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

(a) designate in the Building Industry in the Republic of South Africa the undermentioned trades as trades in respect of which the Act shall apply with effect from the second Monday after the date of publication of this notice:

TRADES

1. Bricklayer (2)
2. Carpenter (6)
3. Joiner (5)
4. Painter and Decorator (4)
5. Plasterer and Tiler (3)
6. Plumber (1)
7. Shopfitter (7);

(b) prescribe, with effect from the second Monday after the date of publication of this notice, the conditions set out hereunder as Conditions of Apprenticeship in respect of the trades designated in paragraph (a) in the Industry and area mentioned herein; and


Provided that the clauses pertaining to period of apprenticeship, wages, technical studies, payment of class or course and examination fees and trade tests in the relevant Conditions of Apprenticeship referred to above shall remain applicable in respect of apprentices whose contracts were entered into prior to the date of coming into operation of this notice.


E. VAN DER M. LOUW,
Minister of Manpower.

WET OP MANNEKRAGOPLEIDING, 1981
(WET No. 56 VAN 1981)

OPLEIDINGSRAAD VIR DIE BOU-INDUSTRIE.—AANWYSING VAN AMBAGTE EN VOORSKYRING VAN LEERVOORWAARDES

1. Ek, Eli van der Merwe Louw, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

(a) wys in die Bounyerheid in die Republiek van Suid-Afrika die ondervermelde ambagte aan as ambagte ten opsigte waarvan die Wet, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, van toepassing is:

AMBAGTE

1. Loodgieter (6)
2. Messelaar (1)
3. Pleisteraar en Teëlhêer (5)
4. Skilder en Versierder (4)
5. Skrynwerker (3)
6. Timmerman (2)
7. Winkeluitruster (7);

(b) skryf hierby, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, die leervoorwaardes hieronder uitgeesil, voor as Leervoorwaardes ten opsigte van die ambagte aangewys in paragraaf (a) in die Nywerheid en gebied hierin genoem; en


Met dien verstannde dat die klousules betreffende leer-
yd, lorne, tegnieke studies, betaling van klas- of kuras-
sus-en eksamengenele en ambagstoestel in die toepas-
like Leervoorwaardes hierbo bedoel van toepassing bly

ten opsigte van vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is voor die inwerkingtre-
ding van hierdie kennisgewing.

2. Vir die doeleindes van hierdie kennisgewing be-

ten “Bounyerheid” die Bounyerheid soos omskryf

in die Opleidingskema vir die Bounyerheid soos gepubliseer by Goewermentskennisgewing No.


E. VAN DER M. LOUW,
Minister van Mannekrag.
CONDITIONS OF APPRENTICESHIP

1. QUALIFICATIONS REQUIRED TO COMMENCE APPRENTICESHIP

The entrance requirements for commencement of apprenticeship are—

(a) a minimum age of 16 years; and
(b) standard VII or a four-subject National Technical Certificate, Part 1 (N1) with the relevant trade theory, or equivalent qualification; and
(c) conformance to the minimum selection criteria for apprentices as determined by the Building Industries Training Board (hereinafter referred to as the BITB).

2. TRADE TESTS

(1) To qualify as a craftsman, an apprentice must pass an approved trade test in the relevant trade, which trade test must be taken at a test centre accredited by the BITB.

(2) To be admitted to a trade test, an apprentice must—

(a) have attained a four-subject National Technical Certificate, Part 2 (N2) in the relevant trade; and
(b) have gained experience and received practical training as follows:

(i) Practical institutional training at an accredited training institution until he has met with the Training Performance Criteria (TPC) in all the tasks (modules) as specified in the skills register for that trade as prescribed by the BITB; and

(ii) practical experience at an accredited institution (training centre or employer) until he has met with the Production Performance Criteria (PPC) in all the tasks (modules) as specified in the skills register mentioned in (i) above; and

(iii) 18 months’ practical site experience with the employer: Provided that the experience gained with the employer according to (ii) above, shall also be regarded as experience gained on site: Provided further that the BITB, after consultation with the employer and on conditions as specified by the BITB, may grant exemption from any provision, or part thereof, of this subclause.

(3) When an apprentice fails his first trade test he must gain further site experience and he will be allowed to do a retest in his 24th month of site experience.

(4) The contract of apprenticeship shall be deemed to have terminated when the apprentice—

(a) passes a trade test; or
(b) has gained 24 months’ practical site experience.

(5) The first trade test shall be free of charge whereas a retest shall be paid for by the apprentice.

LEERVOORWAARDES

1. Kwalifikasies om met vakleerlingskap te begin

Die toelatingsvereistes om met vakleerlingskap te begin, is—

(a) 'n minimum ouderdom van 16 jaar; en
(b) standerd VII of 'n viervak Nasionale Tegnieke Sertifikaat, Deel 1 (N1) met die toepaslike ambagsteorie, of gelykwaardige kwalifikasies; en
(c) voldoening aan die minimum keurskriteries vir vakleerlinge soos deur die Opleidingsraad vir die Bou-Industrie (hierna genoem die ORBI) bepaal.

AMBAGSTOETS

(1) Om as 'n vakman te kwalificeer, moet 'n vakleerling 'n goedgekeurde ambagstoets in die betrokke ambag slaag. Die ambagstoets moet afgeloop word by 'n toetsentrum wat deur die ORBI geakkrediteer is.

(2) Vir toelating tot 'n ambagstoets, moet 'n vakleerling—

(a) 'n viervak Nasionale Tegnieke Sertifikaat, Deel 2 (N2) in die toepaslike ambag behaal het; en
(b) die volgende ondervinding opgedoen het en praktiese opleiding ondergaan het:

(i) Praktiese institutionele opleiding by 'n geakkrediteerde opleidingsinstansie totdat hy voldoen het aan die Opleidingsprestatiekeerder (OPK) in al die take (modules) soos gespesifiseer in die vaardighederegister vir daardie ambag soos voorgeskryf deur die ORBI; en

(ii) praktiese ondervinding by 'n geakkreditasiee instansie (opleidingsentrum of werkgever) totdat hy voldoen het aan die Produksieprestatiekeerder (PPK) in al die take (modules) soos gespesifiseer in die vaardighederegister genoem in (i) hiernbo; en

(iii) 18 maande praktiese terreinonderwysing by die werkgever: Met dien verstande dat die ondervinding wat volgens (ii) hiernbo by 'n werkgever opgedoen is, ook beskou sal word as terreinonderwysing: Met dien verstande voorts dat die ORBI na ooreenkomst met die werkgever, en op voorwaardes soos wat die ORBI mag bepaal, vrystelling mag verleen van enige van die bepaalings van, of gedeelte van, hierdie subklausule.

(3) Wanneer 'n vakleerling sy eerste ambagstoets drui, moet hy verdere terreinonderwysing opdoen en sal hy in sy 24ste maand van terreinonderwysing tot 'n herhoets toegelaat word.

(4) Die kontrak van vakleerlingskap word as beëindig beskou wanneer die vakleerling—

(a) 'n ambagstoets slaag; of
(b) 24 maande praktiese terreinonderwysing opgedoen het.

(5) Die eerste ambagstoets sal gratis afgeloep word terwyl die vakleerling vir 'n herhoets sal betaal.
(6) The employer shall pay the apprentice his normal wages for the period during which he does his trade test.

(7) The period of practical site experience shall not include any absences as a result of sick leave in excess of 30 days per annum, suspensions or military or police service and the employer shall, within seven days after the commencement and the termination of such extended sick leave or military or police service, inform the BITB of such absence in the form determined by the BITB.

3. RECOGNITION FOR TRAINING COMPLETED

(1) TPC tasks as well as PPC tasks which were completed successfully, will be registered by the relevant accredited institution (training centre or employer) at the BITB, on a form which will be specified by the BITB.

(2) Credits obtained and registered before a contract of apprenticeship is entered into, shall be taken into consideration when an apprentice qualifies to do a trade test.

(3) Recognition shall be given to all other relevant practical experience gained by an apprentice before commencement of his apprenticeship, which experience has not resulted in the registration of TPC or PPC credits with the BITB: Provided that such experience can, when requested by the BITB, be evaluated by an accredited test institution for credit purposes after a recommendation for such an evaluation has been submitted to the BITB by the employer of the apprentice: Provided further that the BITB may reduce the period of practical site experience required by clause 2 (2) (b) (iii) by a period not exceeding 12 months.

4. MAXIMUM PERIOD OF INSTITUTIONAL TRAINING

A maximum time for mastering each TPC task, and which is therefore also cumulative for the full trade, shall be determined by the BITB and shall serve as a basis to establish, as soon as possible after an apprentice has commenced with his institutional training, whether he will be able to complete the training within the total amount of time allowed. The principal of the relevant training institution may then, after consultation with the employer and the local BITB Regional Training Adviser, recommend to the BITB that the apprentice discontinue his institutional training. This implies that the BITB may, after the circumstances have been considered, rescind the contract of apprenticeship.

5. FULL-TIME PRACTICAL INSTITUTIONAL TRAINING AND TECHNICAL STUDIES

(1) The apprentice shall be entitled to do his practical institutional training as mentioned in clause 2 (2) (b) (i) and (ii) above, during his normal daily working hours and to receive his normal wages.

(2) The apprentice shall be entitled to attend technical classes on the same basis as mentioned in sub-clause (1), in order to obtain the relevant N1 and/or N2 Certificate: Provided that an apprentice already in possession of a relevant N1 or N2 Certificate before commencing his apprenticeship, will be entitled to attend two further block releases relevant to his trade: Provided further that the apprentice will only qualify for full-time classes if he has not yet, during his apprenticeship, on a full-time basis, failed to obtain the relevant certificate.

(6) 'n Werkgever moet 'n vak leerling sy gewone loon betaal vir die tydperk wanneer hy sy ambagtsoets afleë.

(7) Die tydperk van praktiese terreinondervinding sal nie enige afwesigheid se gevolg van siekteverlof van meer as 30 dae per jaar, skorsings of militêre- of polisiediens insluit nie en elke werkgewer moet, binne sewe dae na die aanvang en die beëindiging van sodanige verlengde siekteverlof van militêre- of polisiediens, die ORBI van sodanige afwesigheid in kennis stel op die wyse deur die ORBI bepaal.

3. ERKENNING VIR OPLEIDDING VOLTOOI

(1) OPK-sowel as PKT-take wat suksesvol voltooi is sal deur die betrokke geakkrediteerde insinsatie (opleidingsentrum of werkgewer) by die ORBI geregistreer word op 'n vorm soos deur die ORBI bepaal.

(2) Krediete wat verwerf en geregistreer word voor dat 'n contrak van vak leerlingskap gesluit word, word ook in aanmerking geneem wanneer 'n vak leerling kwalifiseer om 'n ambagtsoets te ondergaan.

(3) Erkenning sal gegee word vir alle toepaslike praktiese ondervinding wat 'n vak leerling voor die aanvang van sy vak leerlingskap opgedoen het maar wat nie deur die ORBI geregistreer is as OPK- of PKT-krediete nie: Met dien verstande dat sodanige ondervinding op versoek van die ORBI, vir kredietdoeleindes deur 'n geakkrediteerde toetsinsinstansie geëvalueer word nadat 'n aanbeveling vir so 'n evaluasie deur die werkgever van die vak leerling by die ORBI ingediends is: Met dien verstande voorts dat die ORBI die tydperk van praktiese terreinondervinding soos voorgeskryf in klosule 2 (2) (b) (iii) mag verminder met 'n tydperk nie 12 maande sal oorsky nie.

4. MAKSIMUM TYDPERK VAN INSTITUSIONELE OPLEIDDING

'n Maksimum tydperk om elke OPK-taak te bemees et en wat dus ook kumulatief is vir die volle ambag, word deur die ORBI bepaal en as basis gebruik om, so gow doenlik na die aanvang van 'n vak leerling se institusionele opleiding, te kan vasstel of hy die opleiding binne die tyd wat toelaat is, sal kan voltooi. Die principaal van die betrokke opleidingsinstansie mag dan, na ooreenkom met die werkgever en die plaaslike ORBI Streepopleidingsadviseur, die ORBI aanbevel dat die vak leerling se institusionele opleiding staak. Dit impasseer dat die ORBI na oorweging van die omstandighede, die contrak van vak leerlingskap kan ontbind.

5. VOLDYSE PRAKTISEESE INSTITUSIONELE OPLEIDDING EN TEGNIESE STUDIES

(1) 'n Vak leerling is geregtig om op 'n voltydse basis gedurende sy gewone daaglikse werksure en teen betaling van sy gewone loon, sy praktiese institusionele opleiding te ondergaan soos voorgeskryf in klosule 2 (2) (b) (i) en (ii) hierbo genoem.

(2) 'n Vak leerling is daarop geregtig om op dieselfde basis as in subklosule 1 (1) genoem, tegniese klasse by te woon ten einde die toepaslike N1 en/of N2 Sertifikaat te behaal: Met dien verstande dat 'n vak leerling wat reeds 'n toepaslike N1 of N2 Sertifikaat verwerf het voor die aanvang van sy vak leerlingskap, daarop geregtig is om twee verdere bloktye wat op sy ambag van toepassing is, by te woon: Met dien verstande voorts dat 'n vak leerling net vir voltydse klasse kwalifiseer indien hy nie reeds tydens sy vak leerlingskap, op 'n voltydse basis, onsuksesvol was om die betrokke sertifikaat te verwerf nie.
6. WAGES

(1) The basic wage for an apprentice shall be 45% of the minimum prescribed wage of a craftsmen as prescribed in the Industrial Council Agreement for the Building Industry for the relevant region and trade.

(2) In addition to the basic wage the apprentice shall be paid for—

(a) attaining the N2 Certificate—5% of craftsman wages;

(b) completion of TPC tasks—10% of craftsman wages;

(c) completion of PPC tasks—10% of craftsman wages.

In the event of institutional PPC training, recognition for these shall be given only after the apprentice has had at least three months' exposure to the building site;

(d) 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 (11) of the Police Act, 1958 (Act No. 7 of 1958)—5% of craftsman wages.

(3) In the absence of wage regulating measures for a craftsman in a certain region, the employer and apprentice must agree on a wage which shall be deemed to be the wage of a craftsman for the purpose of calculating the wage payable in terms of subclause (1) and (2) above and such wage shall be reviewed annually.

(4) For the purpose of this clause “Craftsman” means the category in which a person is placed directly after he has qualified in a designated trade, as provided for in clause 2.

7. OTHER CONDITIONS OF SERVICE

(1) The provisions of the relevant Industrial Council Agreement as applicable to the rest of the employer's work-force, shall apply to such conditions of service which are not mentioned in this notice.

(3) 'N vakleerling moet met instifutjonele opleiding of tegniese studies, indien dit nog nie voorheen voltooi is nie, binne drie maande na die aanvangsdatum van sy kontrak van vakleerlingskap begin.

(4) 'N Werkgewer moet aan die betrokke tegniese ingryping die klasgelde genoem in (2) hierbo betaal: Met dien verstande dat die bedrag van die vakleerling se loon verhaal word in gelyke betalings oor 'n tydperk van ses maande indien hy nie die betrokke eksamen slaag nie: Met dien verstande voorts dat indien hy nie slaag het nie, die vakleerling op sy eie koste en in sy eie tyd die kursus moet herhaal en indien hy slaag, hy 'n terugbetalings van die werkgewer mag eis.

(5) Die Bou-industrieë Opleidingskema sal werkgewers vergeed vir onkoste aangegaan ten opsigte van die opleiding en studies soos in subklausules (1) en (2) genoem, onderwelig aan voorwaardes soos deur die Skema gestel.

6. LONE

(1) Die minimumloon van 'n vakleerling sal 45% wees van die voorgestawe minimumloon van 'n vakman soos voorskrif deur die Nyeerheidsraadoor- eenkoms vir die Bouniverheid vir die betrokke streek en ambag.

(2) Bo en behalwe die basiese loon sal die vakleerling betaal word vir—

(a) verwerwing van N2 Sertifikaat—5% van vakmanloon;

(b) voltooiing van OPK-take—10% van vakmanloon;

(c) voltooiing van PPK-take—10% van vakmanloon.

In geval van institusionele PPK opleiding word hierdie erkenning eers verleen nadat die vakleerling ten minste drie maande blootstelling op terrein gehad het;

(d) voltooiing van eerste tydperk van opleiding of diens ingevoelie die bepaling van die Verdedigingswet, 1957 (Wet No. 44 van 1957), van artikel 34A (11) van de Polisiewet, 1958 (Wet No. 7 van 1958)—5% van vakmanloon.

(3) Indien daar geen loonregelende maatreël vir 'n vakman in 'n spesifieke gebied bestaan nie, moet die werkgewer en die vakleerling op 'n loon ooreenkom wat geag sal word die vakmanloon te wees vir die bepaling van subklausules (1) en (2) hierbo. Hierdie loon moet jaarliks hersien word.

(4) Vir die doeleindes van hierdie klausule beteken "Vakman" die kategorie waarin 'n persoon geplaas word direk nadat hy in 'n aangewese ambag gekwalifieer het soos bepaal in klausule 2.

7. ANDER DIENSOORWAARDES

(1) Die bepalinge van die betrokke Nyeerheidsraadoor- eenkoms wat op die res van die werkgewer se arbeidsmag van toepassing is, sal van toepassing wees op diensvoorwaardes wat nie in hierdie kennisgewing genoem word nie.
5. ESTABLISHMENT OF TRAINING FUND

(1) There is hereby established a fund to be known as the Power Construction Industry Training and Development Fund (Mossgas).

(2) The Fund shall be administered by the Board.

(3) Into the Fund shall be paid—

(a) training levies in terms of clause 7 of this Scheme;

(b) interest and/or capital appreciation derived from the investment of any moneys of the Fund; and

(c) any other moneys to which the Fund may become entitled.

(4) The moneys of the Fund shall be used for the attainment of the objectives of the Scheme as set out in clause 4.

6. ESTABLISHMENT AND FUNCTIONS OF THE POWER CONSTRUCTION INDUSTRY TRAINING BOARD

(1) The Board shall be established by the Industry in accordance with a constitution approved by the Registrar.

(2) The Board shall have the authority to deal with all matters falling within the scope of the objectives of the Scheme as set out in clause 4.

7. RETURNS AND CONTRIBUTIONS TO THE FUND

(1) From the Scheme’s date of coming into operation every employer in the industry shall—

(a) submit to the Board, at P.O. Box 6669, Johannesburg, 2000, or such other address as the employer may be advised of in writing, by the fifteenth day following the end of each month, a return showing the number of employees employed by him at the end of the month in question, which returns shall be certified annually by a public auditor and a certified summary shall be forwarded to the Board; and

(b) pay to the Fund, by crossed cheque, a levy of R5 (five Rand) per employee per week in respect of each employee included in the return referred to in paragraph (a), which cheque shall accompany the said return.

(2) The costs incurred in collecting late levies or contributions shall be charged to and paid by the employer concerned.

8. INFORMATION

The Board shall furnish every employer in the Industry with details concerning the Scheme in such form as the Board may from time to time determine: Provided that such details shall include at least the constitutions of the Scheme and of the Board, the contributions to be made or levies payable to the Fund, the financial incentives to be provided under the Scheme and the procedure to be followed for the lodging of claims against the Fund.

5. INSTELLING VAN OPLEIDINGSFONDS

(1) Hierby word 'n fonds ingestel wat bekend sal staan as die "Power Construction Industry Training and Development Fund (Mossgas)".

(2) Die Fonds word gasadministrer deur die Raad.

(3) In die Fonds word inbetaal—

(a) opleidingsheffings kratgens klousule 7 van hierdie Skema;

(b) rente en/of kapitaalwaarne om wat voortvloei uit die belegging van enige gelde van die Fonds; en

(c) enige ander gelde waarop die Fonds gereg- tig mag word.

(4) Die gelde van die Fonds word vir die bereik van die doelstellingen van die Skema, soos uiteenge set in klousule 4, aangewend.

6. INSTELLING EN FUNKSIE VAN DIE "POWER CONSTRUCTION INDUSTRY TRAINING BOARD"

(1) Die Raad word deur die Nywerheid in ooreenstemming met 'n konstitusie wat deur die Registrateur goedgekeur is, ingestel.

(2) Die Raad het die bevoegdheid om met alle sake binne die bestek van die doelstellingen van hierdie Skema te handel.

7. OPGAWES EN BYDRAES TOT DIE FONDS

(1) Vanaf die datum van inwerkingtreding van hierdie Skema moet elke werkwager in die Nywerheid—

(a) by die Raad, te Postbus 6669, Johannes burg, 2000, of sodanige ander adres as wat die Raad skryflik aan die werkwager mag verwittig, teen die vyftiende dag na die einde van elke maand, 'n opgawe indien waarin die getal werknemers in sy dienst op die laaste dag van die betrokke maand weergegee word, welke opgawes jaarliks deur 'n openbare ouderlde gesertifiseer moet word; en

(b) aan die Fonds, per gekruiste tjk, 'n heffing betaal van R5 (vye Rand) per werknemer per week ten opsigte van elke werknemer wat in die opgawe in paragraaf (a) bedoel, ingesluit is, welke tjk die genoemde opgawe moet vergesel.

(2) Die koste verbonden aan die insameling van laat heffings of bydraes word verhaal op en betaal deur die betrokke werkwager.

8. INLIGTING

Die Raad moet elke werkwager in die Nywerheid voorsoen van besonderhede rakende die Skema in sodanige vorm as wat die Raad van tyd tot tyd bepaal: Met dien verstande dat sodanige besonderhede minstens die konstitusies van die Skema en die Raad, die heffings wat aan die Fonds betaal moet word of die bydraes wat aan die Fonds gemaak moet word, die finansiële aanspronge wat ingevolge die Skema verskaf word en die prosedure wat vir die instelling van eise teen die Fonds gevolg moet word, moet insluit.
9. FINANCE

(1) All moneys received shall be deposited in a banking account in the name of the Fund within seven (7) days of receipt thereof.

(2) All payments on behalf of the Fund shall be made by cheque which shall be signed by the Chief Executive Officer of the Training Board and co-signed by any other person designated in writing by the Board.

(3) Funds which are not required for immediate use shall at the discretion of the Board be invested in—

(a) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);

(b) National Savings Certificates;

(c) Post Office savings account or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks,

or in such other manner as may be approved by the Registrar.

(4) The Board shall annually appoint a public auditor, who shall be paid out of the Fund, to audit the accounts of the Fund for the period ending on 31 December. Two copies of the audited accounts shall be made available to the parties to the Board and a copy shall be forwarded to the Registrar. Copies shall also be furnished to all contributors to the Fund.

10. DISSOLUTION OF THE FUND

(1) Upon the termination of this Scheme, all assets of the Fund shall be transferred to the national Power Construction Industry Training Fund to be established by the Board and the latter Fund shall be liable for the satisfaction of all the liabilities of the former.

(2) The Registrar shall be notified in good time of the termination of the Scheme.

11. AGENTS

(1) The Board may appoint agents, to give effect to the objectives of the Scheme, on such terms and under such conditions as the Board may deem fit.

(2) The agent shall be empowered to enter any establishment and question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

(3) The appointment of an agent may be withdrawn by the Board at any time and for any reason.

12. INDEMNITY

(1) The members of the Board shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or arising from any act performed in their bona fide administration of the Fund, or arising from the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members, or by reason of any other matter or thing, save individual wilful or fraudulent acts on the part of such members as can be held responsible.

9. FINANSIES

(1) Alle geld wat ontvang word, moet binne 7 (sewe) dae na ontvangs daarvan inbetaal word in 'n bankrekening in die naam van die Fonds.

(2) Alle betalings namens die Fonds geskied by wyse van 'n tjek, wat deur die Hoof Uitvoerende Beampte van die Raad geteken en deur sodanige ander persoon as wat die Raad daartoe mag magtig, mede-ondergeteken moet word.

(3) Geld wat nie vir onmiddellijke gebruik benodig word nie, moet na die oordeel van die Raad belê word in—

(a) binnelandse geregistreerde effekte soos bedoel in artikel 21 van Skatkiswet, 1975 (Wet No. 66 van 1975);

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekening, permanente aandeel of vaste deposito’s by bouverenigings of bankes,

of op sodanige ander wyse as wat die Registrateur mag goedgekeur.

(4) Die Raad moet jaarliks 'n openbare ontdeur aanstel, wat uit die Fonds betaal moet word, om die state van die Fonds te ontdeur vir die tydperk wat op 31 Desember eindig. Twee afskrifte van die geoudeerde state moet beskikbaar gestel word aan die partye tot die Raad en 'n afskrif moet aan die Registrateur versend word. Afskrifte moet ook beskikbaar gestel word aan alle bydraers tot die Fonds.

10. ONTBINDING VAN DIE FONDS

(1) Met die beëindiging van hierdie Skema moet alle bates van die Fonds oorgedra word aan die nasionale “Power Construction Industry Training Fund” wat deur die Raad ingestel staan te word en die laasgenoemde Fonds sal aanspreeklik wees vir die bevrediging van al die verpligtiging van die eersgenoemde.

(2) Die Registrateur moet vroeglyn van die beëindiging van die Skema in kennis gestel word.

11. AGENTE

(1) Die Raad kan agente aanstel, om uitvoering aan die doelstelling van die Skema te gee, op sodanige voorwaardes en onderhewig aan sodanige beheer as wat die Raad goedgekink.

(2) 'n Agent het die mag om enige instelling te betree en die werkgewer of enige werknemer te ondervra ten einde vas te stel of die bepalings van klousule 7 nagekom word al dan nie.

(3) Die aanstelling van 'n agent kan te eniger tyd en om watter rede ook al deur die Raad teruggetrek word.

12. VRYWARING

(1) Die lede van die Raad is nie aanspreeklik nie vir enige verlies vir die Fonds wat voortspruit uit enige onbehoorlike belegging te goeder trou gemaak, of deur enige optrede in hul bona fide-administrasie van die Fonds, of deur die nalatigheid of bedrog van enige persoon in diens van die Raad, of as gevolg van 'n behandeling of versuim deur lede, of as gevolg van enige ander saak, uitgesluit individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word.
13. EXEMPTIONS

Any application for exemption from any provisions of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, shall be submitted to the Power Construction Industry Training Board, P.O. Box 6869, Johannesburg, 2000, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 176 1 February 1991

LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG.—
RENEWAL OF MAIN AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

No. R. 177 1 February 1991

LABOUR RELATIONS ACT, 1956

LIQUOR AND CATERING TRADE, CAPE.—
RENEWAL OF PENSION FUND AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.
Govt accused of tardiness in reducing staff levels

GOVERNMENT had been too slow in cutting down on the number of its employees and in privatising in difficult times, SA Federation of Civil Engineering Contractors (Safec) president Ian MacGregor told a media conference yesterday.

He said the public sector had shown no visible signs of retrenchment and the impetus in privatisation appeared virtually to have stopped.

This was at a time when government would be expected to show at least a 25% reduction in staff and more privatisation.

The civil engineering industry had to be flexible because it undertook the construction of the country's infrastructure.

"We are concerned because we do not see the same flexibility being shown by the public sector," he said.

Safec vice-presidents Peter Clegg and Jurgen Schultz also criticised government for giving what scarce infrastructural work there was to government institutions.

"It has been proven over and over that it is totally untrue that government can do work for half the cost of the private sector," Clegg said.

MacGregor said the civil engineering sector was a vital part of the country's economy with a turnover in 1999 of about R8bn.

"The state provides the majority of work for the civil engineering industry and it seems ironic to me that, through cuts in capital spending, people will lose their jobs and have to call upon state agencies for financial assistance."

MacGregor said great demands were placed upon the industry a few years ago to build railway lines and harbours. Then the demand shifted to roads and townships with their related water and sewerage schemes.

"Now with the downturn in the country's economy, capital works budgets have been slashed and we have had to scale down to fit this reduced demand."

If political stability was achieved, MacGregor said the industry could see opportunities in black township roads and infrastructure, schools, hospitals, work in adjoining countries, increased industrialisation and electricity for everyone.
UNIONS representing 50,000 workers employed in the building and monumental masonry industries in the Transvaal announced yesterday they had declared a dispute with the Master Builders' and Master Masons' Association.

The four unions said in a statement the dispute had been declared over the association's refusal to negotiate any substantive issues for general workers in the industry.

The four unions are the Amalgamated Union of Building Trade Workers, the Construction and Allied Workers Union, the Building Industry Workers Union, and the Building Construction and Allied Workers Union.

The unions said they had entered the building industry's formal negotiating forum, the Transvaal Industrial Council for the Building Industry, as a unified body for the first time—a "historic occasion".

They said they had presented employers with a list of 21 demands. These related to non-racial employment demands, minimum wages, service allowances, medical aids, provident funds, retirement procedures, public holidays, training and the industrial council's constitution.

The employer bodies had in turn presented the unions with a list of eight demands, the unions said.

They said employers had demanded from the start of negotiations recently that the unions sign an agreement not to insist on plant-level bargaining on improvements to minimum conditions negotiated previously at an industry level.

When the unions declined to sign the document, employers allegedly refused to negotiate any of the union proposals.

The unions said their main aim was to achieve a living wage for the industry's lowest-paid workers. They were demanding hourly minimum rates ranging from R1.07 to R3.07.

In the statement the unions said they would not hesitate to take "appropriate legal action" to settle the dispute.

Association spokesmen could not be reached for comment.
Blacks, whites unite in builders' dispute

ABOUT 50 000 black and white Transvaal workers joined forces for the first time in the building industry and declared a dispute with employers, their unions said in a joint statement this week. Sowetan (31/3/91)

The move came after the Master Builder’s and Master Mason’s Associations tried to force the unions to agree not to try to improve wages and conditions at plant level after the industry-wide minimum conditions had been negotiated.

When the unions - the Construction and Allied Workers Union (Cawu), the Building Industry Workers Union of South Africa, the Building Construction and Allied Workers Union and the Amalgamated Union of Building Trade Workers (AUBTW) - refused to sign the agreement, the employers refused to negotiate any of the union proposals.

"The attitude of the combined unions is to attain the best conditions of employment for their members at an industry negotiating level in the most amicable way possible. (33) (383) (383)

"The main aim is to achieve a living wage for the lowest paid worker in the country with salaries ranging between R1.07 per hour and R3.07 per hour with limited benefits," the statement said.

Acting general secretary for Cawu Desamond Mahashia said the agreement with AUBTW, which had a mainly-white, skilled membership, was a breakthrough in union relations in the industry. - Sowetan Correspondent
Black, white building unions join forces

By Brendan Templeton

About 50,000 black and white Transvaal building industry workers have joined forces for the first time and declared a dispute with employers, their unions said in a joint statement.

The move came after the Master Builders' and Master Masons' Associations tried to force the unions to agree not to try to improve wages and conditions at plant level after the industry-wide minimum conditions had been negotiated.

When the unions — the Construction and Allied Workers Union (Cawu), the Building Industry Workers Union of SA, the Building Construction and Allied Workers Union and the Amalgamated Union of Building Trade Workers (AUBTW) — refused to sign the agreement, the employers refused to negotiate any of the union proposals.

"The attitude of the combined unions is to attain the best conditions of employment for their members at an industry negotiating level in the most amicable way possible."

"The main aim is to achieve a living wage for the lowest-paid worker, with salaries ranging between R1.07 an hour and R3.07 with limited benefits," the statement said.

Cawu acting general-secretary Desmond Mahnsha said the agreement with AUBTW, which had a mainly white, skilled membership, was a breakthrough in union relations in the industry.
High demand for good artisans

COMPETENT and well-trained artisans are in demand in the building industry. If you are enjoying working with your hands then consider a trade in the building industry.

The building industry has introduced a new method of training - Competency Based Modular Training (CBMT).

Training is divided into three categories: theoretical training, institutional training run by the Building Industries Federation of South Africa and in-service training on a building site.

Under the CBMT system, all skills relevant to a particular trade have been divided into modules.

Before he can progress to the in-service component, the trainee must obtain the required theoretical training and he must also have fulfilled the TPC for all the modules of the trade he has chosen.

Training

Having completed the first two components of training, the trainee will do in-service training on a building site.

He will be evaluated by standards called Production Performance Criterion (PPC).

When he has satisfied the PPC for each module, he may sit for his trade test. Once he has passed the test, he becomes a qualified artisan.

There are three ways of getting training: The Pre-employment Training Scheme administered by BIFSA and the BITB, the apprenticeship system and the privately-financed scheme.

To be eligible for the pre-employment training scheme applicants must have an N2 certificate, be at least 16 years old, comply with the BITB's selection criteria.

If you are accepted you receive a bursary administered by BIFSA. The newly-qualified artisan is required to remain in the industry for two years.

The pre-employment training system requires that you complete theoretical training (the N2 Certificate) before CBMT training at a BIFSA training college.
Beawu rejoin building industrial council

By DREW FORREST

NACTU's building affiliate has re-joined the Transvaal building industrial council — meaning the council now represents 70 percent of the workforce. "It's a historic development," said council secretary Wynand Stapei-
berg. "...

Last year, general workers, the bulk of the 50 000-strong workforce, were excluded from the industry's pay accord because Cosatu's Construction and Allied Workers' Union (Cawu) and Nactu's Building, Construction and Allied Workers' Union (Beawu) were fighting shy of the council.

Cawu joined last year, and Beawu, which withdrew two years ago, has now followed suit.

The result, as often happens, has been heightened industry-level conflict. Before the start of 1993, pay talks a dispute has erupted between union parties to the council and employers. At issue is a demand that the current agreement be "re-enacted" to include general workers, and a refusal by the Master Builders' Association and Master Masons' Association to consider this unless the unions forgo plant bargaining.
NOTICE 162 OF 1991
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
CANCELLATION OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (1) of the Labour Relations Act, 1956, that as I have reason to believe that the Development and Services Board Staff Association is not functioning as a trade union, its registration will be cancelled unless cause to the contrary is shown within a period of 30 days from the date of publication of this notice.

D. W. JAMES,
Industrial Registrar.
(22 February 1991)

NOTICE 163 OF 1991
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Building Workers Union. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

### TABLE

Name of trade union: Building Workers’ Union.

Date on which application was lodged: 16 January 1991.

Interests and area in respect of which application is made: All persons employed in the Building Industry in the Republic of South Africa.

For the purposes hereof—

“Building Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of

KENNISGEWING 162 VAN 1991
DEPARTEMENT VAN MANNEKRAAG
WET OP ARBEIDSVERHOUINDGE, 1956
INTREKKING VAN REGISTRASIE VAN ‘N VAKVERENIGING

Ek, David William James, Nywerheidsregisterateur, maak hierby kragtens artikel 14 (1) van die Wet op Arbeidsverhoudinge, 1956, bekend dat aangesien ek rede het om te vermoed dat die Development and Services Board Staff Association nie as vakvereniging funksioneer nie, sy registrasie ingetrek sal word, tensy redes daarteen binne ’n tydperk van 30 dae vanaf die datum van publikasie van hierdie kennisgewing aangevoer word.

D. W. JAMES,
Nywerheidsregisterateur.
(22 Februarie 1991)

KENNISGEWING 163 VAN 1991
DEPARTEMENT VAN MANNEKRAAG
WET OP ARBEIDSVERHOUINDGE, 1956
AANSOEK OM VERANDERING VAN DE REGISTRASIEBESTEK VAN ‘N VAKVERENIGING

Ek, David William James, Nywerheidsregisterateur, maak ingewolke artikel 4 (2) soos toegespas op artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat ’n aansoek om die verandering van sy registrasiebestek ontvang is van die Building Workers Union. Besonderhede van die aansoek word in onderstaande tabel verstreken.

Enige geregisteerde vakvereniging wat teen die aansoek beswaa maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriflik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou, 123A Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

### TABEL

Naam van vakvereniging: Building Workers’ Union.


Belange en gebied ten opsigtie waarvan aansoek gedaan word: Alle persone in diens in die Bouwyverheid in die Republiek van Suid-Afrika.

Vir die doeleindes hiervan beteken—

“Bouwyverheid”, sonder om die gewone betekenis van die uitdrukking enigenlyse te beperk, die nywerheid waarin werkgevers en hul werk-nemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te klap, te herstel, te onderhoud of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by ondervormelde werksgemeente of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die
sites for buildings as well as demolition not carried out for the purpose of preparing the sites for building operations:

Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, painting, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphalt and sheeting and the erecting of prefabricated structures, garden walls and/or boundary walls with posts, slabs or any other materials;

cement paving, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building whether such paving forms an integral part of the structure or not;

electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

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

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the articles used;

lead lightmaking, which includes the manufacture and/or fixing of lights and display signs and glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental stone work), concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, painting, wall and floor tiling, operating stone-working machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the manufacture to specification for installation in specified buildings and the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

voorbereiding van terreine vir geboue asook sloping wat nie verrig word met die doel om die terreine vir bouwerkzaamhede voor te berei nie:

Messeiwerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaie of -plate en glasstene, die beteeëing van mure en vloere, voegvulling, plaveiwerk, mosaiekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, riolietwerk, leiewerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke, tuinmure en/of grensmure met style, blaie of enige ander materiale;

betonplaveiwerk, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjies wat op dieselfde terrein as 'n gebou geleë word, hetsy sodanige plaveisel 'n integrerende deel van die bouwerk uitmaak of nie;

elektroise installering, wat die volgende insluit: Elektrotechniese montering en bedrading en werkzaamhede wat daarmee gepaard gaan;

lakpolitoerwerk, wat die volgende insluit: Politoerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestoof;

skrynwerk, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikels wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

ruit-inlood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligte en beglasing in verband daarmee;

klipmesserwerk, wat die volgende insluit: Klip- en idlpbouwerk (ook die kap en bou van sierklipwerk), betonnering en die aanbring of bou van voorafgegaste en/of kunstklip of -marmer, plaveiwerk, mosaiekwerk, prikking, muur- en vloerbetekking, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesserlaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die vervaardiging volgens spesifisaties vir installeerding in gespesifiseerde geboue en die vervaardiging en/of aanbring van getrokke metaalwerk, plaametaal en uitgedakte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in 'n gebou of bouwerk aangebring word of nie;
painting, which includes the processes of signwriting and wall decoration, decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paperhanging, spraying, glazing, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, washing and cleaning of painted or dis-tempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning is done prior to any of the said processes;

plastering, which includes modelling, granolithic and composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, and paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, the installation of fire-prevention equipment, 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;

the fitting out of shops, offices and banks, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering and supervising the bending, placing and fixing in position of steel and concrete;

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

woodworking, which includes carpentry, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall

verfwerk, wat die volgende prosesse insluit: Letterskildering en muurversiering, versiering, emaljering, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjablonering, muurplakking, spuitskildering, glasuring, waspolering, distempering, afwitten, kleurkalking en houtverduursaming, en wat ook insluit die verwysing van verf, die skraap, was en skoonmaak van geverfde of gedistempeerde mure en die was en skoonmaak van houtwerk wanneer sodanige verwysing, skraap, was en skoonmaak enige van genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Modelleenwerk, granoliet- en komposietebewaring, komposietmuurbedekking en -polering, voorafgegaste of kunststofwerk, muur- en vloerbekleding en plavei- en mosaiekwerk, met inbegrip van die aanwending van asfalt- of bitumineuse mastiek vir die doel van waterdigtig op horizontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodswerk, gashaalwerk, sanitêre en huisingenieurswerk, riolitwerk, kalfaatwerk, ventilierwerk, verwarmingswerk, die aanvul van warm en koue water, die installing van brandvoorkomsaartusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

die uitrus van winkels, kantore en banke, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installing in gespesifieerde geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstallings, toonbank, skerms en binnenshuisse los en vaste toebere; staalwaperen, wat die volgende insluit: Die vervaardiging onderskeie gespesifieerde geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstallings, toonbank, skerms en binnenshuisse los en vaste toebere; staalkonstruksie, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile of -leërs, staalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebere volgens spesifikasie vir installing in gespesifieerde geboue en die vervaardiging van voorraad, masjine- ring, draaiewerk, houtsnwyk, die aanbring van golfyser-, asbesteel, dakspan- en ander dakbedekkings, klink- en akosteikmateriaal, kurk- en asbesisolasie, houtlat-
covering, the plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber (and the sandpapering thereof), cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphalt-saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

Interests and area in respect of which registration is held: Black and Coloured persons employed in the Building Industry, as defined above, in the Magisterial Districts of Beaufort West, Bellville, Caledon, Ceres, George, Goodwood, Heidelberg (Cape), Hermanus, Hopefield, Kruisna, Kuils River, Malmesbury, Mooresburg, Mossel Bay, Oudtshoorn, Paarl, Piketberg, Riversdale, Simon's Town, Somerset West, Stellenbosch, Strand, Swellendam, The Cape, Tulbagh, Vredenburg, Wellington, Worcester and Wynberg.

Postal address of applicant: P.O. Box 2013, Cape Town, 8000.

Office address of applicant: Thomas Pattulo Building, Martin Hammerschlag Way, Foreshore, Cape Town.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES, Industrial Registrar.

NOTICE 164 OF 1991
DEPARTMENT OF TRADE AND INDUSTRY
HARMFUL BUSINESS PRACTICES ACT, 1988

In terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), I, Kent Diederich Skelton Durr, Minister of Trade and Industry and Tourism, do hereby publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 232 as published in Government Gazette No. 12375 dated 30 March 1990 as set out in the Schedule. Any werk, komposieplafonnie en muurbedekking, die insit van muurproppe, die bedekking van houtwerk met metaal, blokkies- en ander bevoering, met inbegrif van bevoering met hout, kurk en rubber (en die skuur daarvan met skuurbakery), kurkapstof en enige klasse of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiale op vloere en/of mure en/of daktes, hetse die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

Belange en gebied ten opsigte van waarvan registrasie gehou word: Swart en Gekleurde persone in diens in die Bounywerheid, soos hierbo omskryf, in die landdrosdistrik Beaufort-West, Bellville, Caledon, Ceres, Die Kaap, George, Goodwood, Heidelberg (Kaap), Hermanus, Hopefield, Kruisna, Kuilsrivier, Malmesbury, Mooresburg, Mosselbaai, Oudtshoorn, Paarl, Piketberg, Riversdal, Simonstad, Somerset-West, Stellenbosch, Strand, Swellendam, Tulbagh, Vredenburg, Wellington, Worcester en Wynberg.

Posadres van applikant: Posbus 2013, Kaapstad, 8000.

Kantooradres van applikant: Thomas Pattulogebou, Martin Hammerschlagweg, Strandgebied, Kaapstad.

Die aandag word gevestig op onderstaande veraltes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegespas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingediens is, en wat die lidmaatskap betref word alleen lede wat ingevolge artikel 1 (2) van die Wet op voorheele datum volwaardige lede was, in aanmerking geneem.

(b) Die procedure voorgeskrif by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingediens word.

D. W. JAMES, Nywerheidsregistrateur.

KENNISGEWING 164 VAN 1991
DEPARTEMENT VAN HANDEL EN NYWERHEID
WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ingevolge die bepalings van artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), publiseer ek, Kent Diederich Skelton Durr, Minister van Handel en Nywerheid en Toerisme, hiermee die verslag van die Sakepraktykomitee oor die uitslag van die onderzoek deur die Komitee gedoen kragtegens algemene Kennisgewing 232 van 1990 soos gepubliseer in Staatskoerant No. 12375, gedateer...
Bifsa launches new model for training

In an effort to improve the low productivity and efficiency of the construction industry, the SA Building Industries Federation (Bifsa) has developed a new training model, executive director Neil Fraser said yesterday.

He believes the model will prove effective despite the "appalling" low educational standards of the majority of employees in the industry, as dexterity and competence will be acknowledged.

In addition, it will provide a "clearly defined and meaningful career" opportunity on a training course each year.

"The system is characterised by a competency-based structure, with training tackled in blocks or modules. Should an employee not be able to handle certain modules, he will still be given credit and increased pay for those courses completed," he says.

The training will be financed by a training levy which has been imposed on the industry for many years, and works out at about R2.50 a worker a week.

Recension

The Building Industries Training Board, funded by the industry, will monitor training and certification. However, the main problem facing Bifsa is that its training model is being initiated as the building industry goes into a bad recession.

But Fraser says this could give Bifsa's training teams a chance to start slowly rather than being overwhelmed by an influx of new trainees.

For most of 1991, the training will be held at Bifsa's training colleges at Springs, Durban, Port Elizabeth and Cape Town.
Unionists seek 18% wage hike

THE Confederation of Metal and Building Unions (CMBU) has submitted national pay proposals which include a demand for an 18% increase on basic wage rates.

The current hourly minimum wage in the metal and engineering industries is R4.18. The top wage is R9.50. The CMBU also proposed that overtime exceeding 10 hours a week be paid at double the normal rate.

Director of the 90 000-strong CMBU Ben Nicholson said yesterday demands included increases to pension fund contributions, review of the notice period for short-time work and Workmen's Compensation Act cover for all employees.

The National Union of Metalworkers (Numsa) will demand an across-the-board increase of R2 an hour or 25% — whichever is greater — for employees in all four sectors of the industry.

Nactu's 30 000-member Metal and Electrical Workers' Union (Mewusa) is demanding a R1.50 an hour increase.

Spokesman Tomi Oliphant said Mewusa would pursue its demand for a minimum hourly rate of R6 for the lowest-grade workers.

It would also demand a 40-hour week and push for an end to wage differentials among the various grades.

Other demands include March 21 as a paid holiday; increases in shift and living-out allowances; and improved severance pay.

Mewusa is also tabling demands involving the training of operatives and artisans.

The first round of negotiations are scheduled for March 15.
CMBU to push for 18 percent pay increase in metal industry

By DREW FORREST
THE 100 000-member Confederation of Metal and Building Unions — the key representative of skilled metalworkers — is pushing for an 18 percent increase in metal industrial council talks.

Alleging "an employer smokescreen about the state of the industry," CMBU head Ben Nicholson said: "We see some change, but not that much. Look at Durbuy's results — they're two percent down on 1990, a record year."

To spur employers "to think of employing more people," he said, the CMBU had also demanded double-time for overtime in excess of the current 10-hour maximum. "If employers want to raise the limit, there must be a cost," he said.

Other CMBU proposals include:
- A 13th cheque from a worker's first year in the industry calculated on actual rates.
- A further 0.5 percent on employers' current six percent contribution to the industry's pension fund, which the unions were willing to match.

"Non-core" demands, for discussion outside the main bargaining areas, included the right of all workers to accident compensation. The CMBU want-

ed a joint employer-union approach to the workman's compensation commissioner on the scrapping of the current earnings limit, Nicholson said.

Meanwhile, the key non-Cosatu union for black metalworkers, Nactu's Metal and Electrical Workers' Union, is demanding a R6-an-hour minimum rate in the lowest category — a R1.25 increase — and a R1.50 across-the-board rise.

It has also reiterated last year's call for a 40-hour week as a means of safeguarding jobs.

Other demands are March 21 (Sharpeville Day) as a paid holiday, four weeks' notice of retrenchments (it is currently 21 days) and four weeks' severance pay a year of service for retrenchments.
Labour-intensive construction the key

BY CAPT. TH. L. 17/3/91

CONSTRUCTION methods must become more labour-intensive to generate badly needed jobs, says civil engineer Leo Kaplan.

And although education must be high on the agenda to turn SA into a winning nation, the need to provide shelter for thousands of homeless people is a more urgent problem.

"In the Western Cape alone we need to build 32 000 houses a year over the next decade if we are to overcome this problem. If we are to be successful, we shall need to be highly innovative."

Kaplan was speaking at a function to mark his retirement from Hill Kaplan Scott, which he helped to found in 1966 and has seen grow into a multidisciplinary practice with 10 offices and 250 employees.

Leon Glaser, CE of building contractors D Glaser & Son (Pty). told guests that standards must not be allowed to fall in the new SA.

"Far too often today one hears the cry that as we approach the new SA we must either lower our standards or be prepared to lower them."

"This parrot cry is dangerous and is all too often used as an excuse for poor or shoddy work or ill-conceived ideas in all spheres. It must not be allowed to become the accepted norm and discipline must be maintained and standards kept.

"I would encourage all those with knowledge — and power to apply that knowledge — not to succumb to half measures and false economies but to do the job as it should be done.

"The lowering of standards will be our common road to disaster and those who are privileged to exercise a modicum of control have the duty to exercise discipline, tough as it surely will be at times."
NOTICE 238 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Construction and Allied Workers' Union. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

**TABLE**

**Name of trade union:** Construction and Allied Workers' Union.

**Date on which application was lodged:** 10 December 1990.

**Interest and area in respect of which application is made:** All workers engaged in the undertaken industries in the Province of Natal and the Province of the Cape of Good Hope:

(i) Building Industry;
(ii) Heavy Clay and Allied Products Industry;
(iii) Stonecrushing Industry;
(iv) Cement Manufacturing Industry;
(v) Cement Products Industry; and
(vi) Civil Engineering Industry.

For the purposes hereof the above-mentioned industries are defined as follows:

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolition was not carried out for the purpose of preparing the sites for building operations:

KENNISGEWING 239 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregisseur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Construction and Allied Workers' Union. Besonderhede van die aansoek word in onderstaande tabel verstrekg.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriflik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

**TABEL**

**Naam van vakvereniging:** Construction and Allied Workers' Union.

**Datum waarop aansoek ingediend is:** 10 Desember 1990.

**Belange en gebied ten opsigte waarvan aansoek gedaan word:** Alle werkers in diens in ondervormelde nywerhede in die provinsie Natal en die provinsie die Kaap die Goeie Hoop:

(i) Bouwerwerd;
(ii) Swaarklei- en Verwante Produktenwerd;
(iii) Klipvergruisingsnywerheid;
(iv) Sementnywerheid;
(v) Sementproduktenwerd; en
(vi) Siviele Ingenieursnywerheid.

Vir die doeleindes hiervan word bovermelde nywerhede soos vol omskryf:

"Bouwerwerd" beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkigers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltoo, op te klop, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat daarin uitgevoer of verrig word deur persone wat betrokke is by ondervormelde bedrywighede of onderafdelings daarvan, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige sloping nie met die doel om die terreine vir bouwerk-saamhede voor te berei, verrig nie:
Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;

concrete paving, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms an integral part of the structure or not;

electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

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

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the article used;

lead light making, which includes the manufacture and/or fixing of lights and display signs, and the glazing relating thereto;

masonry, which includes stone cutting and building, also the cutting and building of ornamental stone works, concreting and the fixing or building of precast and/or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery, other than stone polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks, the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metal work, and the manufacture and/or fixing of drawn metal work 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 the processes of signwriting and wall decoration, decorating, enamelling, graining, marbling, staining, varnishing, glazing, gilding, lining, stencilling, paperhanging, spraying, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, the washing and cleaning of painted or dis-tempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

Messewerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaasie of -plate en glassene, die beëeniger van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposiemateriaal, ricollewêrk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke of tuinmure en/of grensmure met style, blaaie of enige ander materiale;

betonplaavewerk, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjes wat op dieselde terrein as 'n gebou gelê word, hetsy sodanige plaasieel 'n integrerende deel van die bouwerk uitmaak of nie;

elektriese instellering, wat die volgende insluit: Elektrotechniese montering en bedrading en werksaamhede wat daarmee gepaard gaan;

lakpolitering, wat politering met 'n kwass of kussinkie en bespuiting met 'n komposietsiof insluit;
skrynwerk, wat die vervaardiging van alle skrynwerk-artikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

ruit-In-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklamemiddel en die beglasing in verband daarmee;

klipmesselwerk, wat die volgende insluit: Klip-kap-en klipbouwerk, ook die kap en bou van slierklipwerk, betonnering en die aanbring of bou van voorafgegaste en/of kunsklip- of marmerplaaveisel, mosaïekwerk, prikking, muur- en uierbeting, die bediening van klipwerkmasjinerie, uitgesonderd klippelemasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installing in gespesifiseerde geboue en die vervaardiging van voorraad, die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalarme, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedurkte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende prosesse insluit: Letterskildering en muurversiering, versiering, emaljering, vlamskildering, marmering, beitsing, vernisering, glauring, vergulding, beleying, sjablonering, muurplakking, spuitskildering, wapolerings, distemperings, afwitting, kleurkaalking en houtverduursaming, en wat ook insluit die verwydering van verfskraping, die was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;
plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling and paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fittings, fire prevention equipment 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 fitting, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering, and the supervising of the bending, placing and fixing in position of steel and concrete;

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

woodworking, which includes carpentry; woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition celluloids and wall covering, the plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber, and the sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

"Heavy Clay and Allied Products Industry" means the Industry in which employers and their employees are associated in establishments where employees are engaged in—

(a) the manufacture of any one or more of the following articles (other than ceramic ware), namely bricks, silica sand bricks, quarry tiles, slabs, hollow blocks, refractories, acidproof or fireproof earthenware pipes earthenware pipe fittings, ventilators, insulating products or any other article which in the process of being manufactured are hardened by burning in a kiln or by

pleisterwerk, wat die volgende insluit: Modellerwerk, granoliet- en kompositiesbevloering, komposities-muurbedekking en -polering, voorafgegaste of kunststofwerk, muur- en vloerbevloeiing en plavei- en mosaiwerk, met inbegrip van die aanwending van asfalt- of bitumineuse mastiek vir die doel van waterdigting op horizontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlastwerk, gasaanlêwerk, sanitaire en huisingenieurswerk, rioolwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installeer- en aanbring van alle platmetaaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankkundswerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installeer in gespesifiseerde geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstakings, toonbanke, skerms en binnenshuise los en vaste toebehore;

staalwapening, wat die volgende insluit: Die maak en oproting van bekisting en toesig houing oor die buig, plasing en vassit in die regte posisie van staal en beton;

staalkonstruksie, wat die volgende insluit: Die aan- en of ander metaalsluiters, leërs, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timberwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installeer in gespesifiseerde geboue en die vervaardiging van voorraad, machines, draaiwerk, houtsnywer, die aanbring van golfyser- asbeteel-, dakpaan- en ander dakbedek- en van klank- en akoestiekmateriaal, kurk- en asbestisolasie, houtlatwerk, kompositiespafonce en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloeiing, met inbegrip van bevloeiing met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurk- en van enige klas of soort plooi van in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltvastasilie in materiaal van vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

"Swaarklei- en Verwante Produktenwyverheid" beteken die wywerheid waarin werkgewers en hul werk- nemers met mekaar geassosieer is in bedryfsinrigtings waar werklykheid in diens is vir—

(a) die vervaardiging van enige of meer van die volgende artikels (uitgesonder Keramiekware), naamlik bakstene, silikasandstene, steengroefsteeks, platblokke, hol blokke, vuurvaste-produktes, suurvasse of vuurvaste erdeterpie, erdewysselbehore, lugroosters, isolerprodukte of enige ander artikels wat in die vervaardigingsproses verhard word deur dit in 'n oond te
any other heat process and which are made from clay, or of which clay or any other heat resisting or insulating mineral, ore or material or a combination of clay and such other mineral, ore or material forms the principal component;

(b) the extraction, mining, winning or preparation of the clay or heat resisting or insulating mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (a), if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities.

"Stonemining Industry" means the industry in which employers and their employees are associated for—

(a) the crushing of stone;

(b) the quarrying or winning of stone for crushing if carried on by employers who are engaged in the crushing of such stone, and includes all operations incidental to or consequent on any of the aforesaid activities.

"Cement Manufacturing Industry" means the industry in which employers and their employees are associated for—

(a) the manufacture of cement or plaster of paris;

(b) the quarrying, winning or production of any material used in the manufacture of either of the goods referred to in paragraph (a) if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the activities of employees who are employed in premises which do not form part of or are not adjacent to the premises in which any of the activities referred to in (a) and (b) are carried on.

"Cement Products Industry" means the industry in which employers and their employees are associated in establishments for the purpose of manufacturing one or more of the following articles:

Bricks, tiles, roof tiles, blocks, pillars, pots, pipes, pipe fittings, ventilators or any other articles of which cement or lime or both cement and lime form the principal binding material and which are not hardened by means of burning in a kiln or subjected to any other heat process except for the purpose of accelerating the hardening of the binding agent, and includes all operations incidental to or consequent on any of the aforesaid activities.

"Civil Engineering Industry" means (subject to the provisions of the Demarcation Determination published under Government notice R. 1831 of 11 October 1968) in industry in which employers (other than local authorities) and their employees are associated for the bak of deur middel van enige ander hitteproses en wat van klei gemaak is of waarvan klei of enige ander hittebestande of -isolerende minerala, erts of materiaal of 'n kombinasie van klei en sodanige ander minerala, erts of materiaal die hoofbestanddeel uitmaak;

(b) die ekstraksie, ontginning, winning of bereidiging van die klei of hittebestande of -isolerende minerala, erts of materiaal wat gebruik word by die vervaardiging van enige van die artikels in paragraaf (a) bedoel, indien onderneem deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werkssamehede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit.

"Klipvergruisingsnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vergruising van klip;

(b) die uitbreking of winning van klip vir die vergruising daarvan indien onderneem deur werkgewers wat betrokke is by die vergruising van sodanige klip, en dit omvat alle werkssamehede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit.

"Sementnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vervaardiging van sement of gebande gips;

(b) die uitbreking, winning of produsering van enige materiaal wat gebruik word by die vervaardiging van enige van die goedere in paragraaf (a) bedoel, indien onderneem deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werkssamehede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit, maar dit omvat nie die bedrywighede van werknemers wat in diens is in persele wat nie deel uitmaak van of nie aangrensend is aan die persele waarin enige van die bedrywighede bedoel in (a) en (b) verlig word nie.

"Sementproudknywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfssintegrities met die doel om een of meer van die volgende artikels te vervaardig;

Stene, teëls, dakpanele, blokke, pilare, potte, pype, pytoebehore, lugroosters of enige ander artikels waarvan sement of kalk of beide sement en kalk die vermaanslike bindmateriaal uitmaak en wat nie verhard word deur dit in 'n oond te bak of onderwerp word aan enige ander hitteproses nie, behalwe met die doel om die hardwording van die bindmiddel te bepoeding, en dit omvat alle werkssamehede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit.

"Siviele Ingenieursnywerheid" beteken (behoudens die bepaling van die Afbakening vestiging gepubli- seer by Goewermentskenningsgewing R. 1831 van 11 Oktober 1968) die nywerheid waarin werkgewers (uitsesonder plaslike overhede) en hul werknemers
purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

(a) The construction of aerodrome runways or aprons, aqueducts, bins or bunkers, bridges, cable ducts, caissons, rafts or other marine structures, canals, cooling, water or other towers, dams, docks, harbours, quays or wharves, earthworks, encasements, housings or supports for plant, machinery or equipment, factory or works chimneys, filter beds, land or sea defence works, mine headgears, pipelines, piers, railways, reservoirs, river works, roads or streets, sewerage works, sewers, shafts or tunnels, slips, sportsfields or grounds, swimming baths, viaducts or water treatment plants;

(b) excavation work or the construction of foundations, lift shafts, piling, retaining walls, underground parking garages or other underground structures;

(c) the asphaltling, concreting, graveling, levelling or paving of parking areas, pavements, roads, streets, aerodromes runways or aprons, premises or sites.

Postal address of applicant: P.O. Box 1962, Johannes-

Office address of applicant: Sixth Floor, Manchester House, corner of Pritchard and Von Wielich Streets, Johannesburg.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(15 March 1991)

NOTICE 239 OF 1991
DEPARTMENT OF POSTS AND
TELECOMMUNICATIONS
REVISED POSTAGE RATES TO FOREIGN
COUNTRIES

It is hereby made known in terms of section 2B (3A)
of the Post Office Act, 1958 (Act No. 44 of 1958), that
the Postmaster General, acting under section 2B (1)
(e) of the said Act and with the approval of the Minister
of Mineral and Energy Affairs and Public Enterprises,
has determined that the fees set out in the under-
mentioned Schedule are to be demanded or received in
respect of the services concerned.

met mekaar geassosieer, is met die doel om werk van
die aard van die van die siviele ingenieursweë te ver-
rig, en dit omvat sodanige werk in verband met enige-
ne of meer van die volgende werksaamhede:

(a) Die konstruksie van vliegveldaanloopbome of
laaibaie, akwedukte, opgaarbakke of bunkers, broe-
kabelgange, caissons, vlotte of ander skeepskra-
kanale, koel-, water- of ander toerings, damme, dokke,
hawens, kaai, gronde, bedekkings, omhuisels of
stutte vir installasies, masjinerie van uitrusting, fabriek-
of werkskoorsteene, filterbeddings, land-
severedelingswerke, mynskagtorings, pypleidings,
piere, spoornwêë, reservoires, rivierwerke, paalie of
strate, rioolwerke, roele, skagte of tonnete, silo's, sport-
veldse of -terreine, swembaddens, viadukte of water-
handelingsaanlêe;

(b) uitgrawingswerk of die konstruksie van funda-
mente, hyerskagte, helwek, kermure, ondergrondse
parkeergarages of ander ondergrondse strukture;

(c) die asfaltering, betonnering, begruising, gelyk-
making of bestrating van parkeergebiede, sypaadjies,
paalie, strate, vliegveldaanloopbome of -laaibaie, per-
sele of terreine.

Posadres van applikant: Posbus 1962, Johannes-

Kantooradres van applikant: Sesse Verdieping,
Manchester House, hoek van Pritchard- en Von Wie-
lighstraat, Johannesburg.

Die aanvraag word gevestig op onderstaande ver-
eris van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereni-
ging verteenwoordigend is, word ingevolge artikel 4 (4),
soos toepas by artikel 7 (5), bepaal volgens die feite
soos hulle bestaan op die datum waarop die aan-
soek ingediend is, en wat die lidmaatskap betref, word
alleen lede wat ingevolge artikel 1 (2) van die Wet op
voorvalle datum volwaardige lede was, in aanmerking
geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet
gevolg word in verband met 'n beswaar wat ingediend
word.

D. W. JAMES,
Nywerheidsregistrateur.

KENNISGEWING 239 VAN 1991
DEPARTEMENT VAN POS- EN
TELEKOMMUNIKASIEWESE
HERSIENE POSTARIEWE NA DIE BUITELAND
Hiermee word ingevolge artikel 2B (3A) van die Pos-
wet, 1958 (Wet No. 44 van 1958), bekendgemaak dat
die Posmeester-generaal, handelende kragtens artikel
2B (1) (e) van genoemde Wet en met die goedkeuring
van die Minister van Mineralie- en Energiesake en
Openbare Ondernemings, bepaal het dat die gelde uit-
engesit in onderstaande Blyae ten opsigte van die
betrokke dienste geëi of ontvang moet word.
NOTICE 287 OF 1991
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956

PROPOSED VARIATION OF SCOPE OF REGISTRATION OF THE INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WP)

I, David William James, Industrial Registrar, propose in terms of section 19 (8) (b), read with section 19 (9), of the Labour Relations Act, 1956, to vary the interests in respect of which the Industrial Council for the Building Industry (WP) is registered by the substitution of the following definition for the definition contained in its certificate of registration:

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demoli-

KENNISGEWING 287 VAN 1991
DEPARTEMENT VAN MANNEKRAG
WET OP ARBEIDSVERHOUDINGE, 1956

VOORGENOME VERANDERING VAN DE REGISTRASIEBESTEK VAN DIE NYWERHEIDSRaad VIR DIE BOUNYWERHEID (WP)

Ek, David William James, Nywerheidsregistrateur, is kragtens artikel 19 (8) (c), gelees met artikel 19 (9), van die Wet op Arbeidsverhoudinge, 1956, voornemens om die belange ten opsigte waarvan die Nywerheidsraad vir die Bounywerheid (WP) geregistreer is, te verander deur die vervanging van die omskrywing vervat in sy registrasiesertifikaat deur die volgende omskrywing:

"Bounywerheid" of "Nywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgevers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprигting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat daarin uitgevoer of verrig word deur persone wat betrokke is by ondervorme de bedrywighede of onderafdelings daarvan, met inbegrip van uitgrawings en die voorbereiding
van terreine vir geboue asook die sloping van geboue, lantsy die betrokke werkgever kan aantoen dat sodanige sloping nie met die doel om die terreine vir bouwerk saamhede voor te berei, verry nie:

"Messelwerk", wat die volgende insluit: Betonnering en die aanbring van betonblouke, -blaasie of -plate en glastene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaiiekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioolwerk, leiwerk en pandekking, bitumenwerk, asfatlering en beplating;

timmerwerk, sien houtwerk;
lakpolitoering, wat politoering met 'n kwas of kussinkie en bespulling met 'n komposiesierson insluit;
beglassing, wat die volgende insluit: Die sny, vassil en afwerk van glad, uitgesonderd die maak van ruffle-in-lood en brandskildervensters;

skyrmwerk, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

ruit-in-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligte en die beglasing in verband daarmee;

kipmesiswerk, wat die volgende insluit: Klipkap- en kippoubouwerk, ook die kap en bou van sier- en monumentkleipwerk en die vervaardiging en oprigting van grastene en begraafplaatsgedenksteekens van alle soorte, die betonnering en aanbring van inbou van voorafgaste en/of kunsklip of -marmer, plaveiwerk, mosaiiekwerk, prikkling, muur- en vloerbetekening, die bediening van kunskrimpasjerie, uitgesonderde kippoleermasjinerie, en die skerpmaak van kipmesislaarsregederekskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafone, metaalvensters, metaldeure, siermetaalwerk, metaalrames, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende prosesse insluit: Versiering, emaljering, vlamskildering, marmering, belitging, vernissiging, vergulding, betryning, sjaiblontering, muurplakkling, sputskildering, glasuring, waspolering, distempering, afwitting, kleurkalking en houtverduurring, en wat ook insluit die verwydering van verf, die skraap, wat en skoonmaak van geverfde of gedistempere mure en die skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

plaseerwerk, wat die volgende insluit: Modelleerwerk, granoliet- en komposiesierniswerk, komposiesierniswerk, -polering, voorafgaste en kunskrimpas, muur- en vloerbetekening en plaseiwerk en mosaiiekwerk, met inbegrip van die aanwending van asfalt- of bitumineuse mastiek vir die doel van waterdiggting op horizontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, the installation of fire prevention equipment 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 fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering and the supervising of the bending, placing and fixing in position of steel and concrete;

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, the fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceilings and wall covering, the plugging and wall covering, the plugging of walls, the covering of woodwork with metal, blocks and other flooring, including wood, cork and rubber (and the sandpapering of same), cork, carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

Interests and area in respect of which registration is held:

(i) The Building Industry, excluding all electrical activities undertaken in such industry, in the Magisterial Districts of Bellville (as constituted before the publication of Government Notice No. 171 of 8 February 1957), Goodwood, Kuils River, Paarl, Simon’s Town, Somerset West, Stellenbosch, Strand, The Cape, Wellington and Wynberg; and

(ii) the Building Industry (excluding all electrical activities undertaken in such industry) in the Magisterial District of Malmesbury (excluding that portion which prior to the publication of Government Notice No. 171 of 8 February 1957 fell within the Magisterial District of Bellville);

(iii) the manufacture and erection of gravestones and cemetery memorials of all types in the Magisterial Districts of Bellville, Goodwood, Kuils River, Paarl, Simon’s Town, Somerset West, Stellenbosch, Strand, The Cape, Wellington and Wynberg.

loogdierswerk, wat die volgende insluit: Loodloos werk, gasaanloeggwerk, sanitêre en huisinlegwerk, rooiflêwerk, kantslêwerk, ventielwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle platmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterskoorsings, uitstallkaste, toonbank, skroms en binnenshuise los en vaste toebehore;

staalwapening, wat die volgende insluit: Die maak en oprigting van bekisting en toegehouing oor die buig, plasing en vassit in die regte posisie van staal en beton;

staalkonstruksie, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, masjinering, draaiwerk, houtsnikerswerk, die aanbring van golyster-, asbestêl-, dakspan- en ander dakbedekkings, klank- en akoestiekmateriaal, kurk- en asbesisolasie, houtlatwerk, komposieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokke- en ander bevolwering, met inbegrip van bevolwering met hout, kurk en rubber (en die skuur daarvan met skuwpapier), kurk, taptytstof en enige klas of soort lino- leum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiale op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

Belange en gebied ten opsigte waarvan registrasie gehou word:

(i) Die Bouwerweer, uitgesonder alle elektrotechniese bedrywighede ondermeer in sodanige nywerheid, in die landdrosdistrikt Bellville (soos saamgestel voor die publikasie van Goeversmentskennisgewing No. 171 van 8 Februarie 1957), Die Kaap, Goodwood, Kuilsrivier, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Strand, Wellington en Wynberg; en

(ii) die Bouwerweer (uitgesonder alle elektrotechniese bedrywighede ondermeer in sodanige nywerheid) in die landdrosdistrikt Malmesbury (uitgesonder die gedeelte wat voor die publikasie van Goeversmentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrikt Bellville geval het);

(iii) die vervaardiging en oprigting van alle soorte grafstene en begraafplaatsgedenktekens in die land- drosdistrikt Bellville, Die Kaap, Goodwood, Kuilsrivier, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Strand, Wellington en Wynberg.
Any person who objects to the proposed variation is invited to lodge his objection in writing with me, c/o the Department of Manpower, Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

D. W. JAMES,
Industrial Registrar.
(28 March 1991)

NOTICE 288 OF 1991
DEPARTMENT OF FINANCE
FINANCIAL SERVICES BOARD ACT, 1990
APPOINTMENT OF A MEMBER ON THE FINANCIAL SERVICES BOARD

It is hereby notified for general information that the State President has, by virtue of the powers vested in him by section 4 of the Financial Services Board Act, 1990 (Act No. 97 of 1990), appointed the following member to the Financial Services Board in the capacity indicated with effect from 1 April 1991 until 31 December 1992:

Member
Mr J. M. Connolly.
(28 March 1991)

NOTICE 295 OF 1991
CUSTOMS AND EXCISE TARIFF APPLICATIONS.—
LIST 11/91

The following applications concerning the Customs and Excise Tariff have been received by the Board of Trade and Industry. Any objections to or comments on these representations must be submitted to the Chief Executive, Board of Trade and Industry, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the applications are those requested by the applicants and that the Board, depending on its findings, may recommend lower or higher rates of duty.

Rebate of the duty on:
Tractors, classifiable under tariff heading 87.01, and motor vehicles, classifiable under tariff heading 87.04, for the manufacture of breakdown lorries and crane lorries.

[BTI Ref. T5/2/16/2/1(900445) (Mrs. I. Metz)]

Applicant:
Armsoor, Private Bag X337, Pretoria, 0001.
List 10/91 was published under General Notice 281 of 22 March 1991.

Correction
In List 8/90, published under Notice 228 in Government Gazette No. 13052 of 8 March 1991, the expression "and a driving axle" must be omitted from the following paragraph of item 117.30:

"Plus, in respect of any such motor vehicle incorporating an internal combustion piston engine with a cubic displacement not exceeding 22 000 cm³ and a driving axle which is not manufactured under a manufacturing programme approved by the Minister of Trade and Industry and Tourism, on the recommendation of the Board of Trade and Industry":

(28 March 1991)

Enige persoon wat teen die voorgenome verandering beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

D. W. JAMES,
Nywerheidsregistrateur.
(28 Maart 1991)

KENNISGEWING 288 VAN 1991
DEPARTEMENT VAN FINANSIES
WET OP DIE RAAD OP FINANSIELE DIENSTE, 1990
AANSTELLING VAN 'N LID OP DIE RAAD OP FINANSIELE DIENSTE

Hierby word vir algemene inligting bekendgemaak dat die Staatspresident kragsens die bevoegdheid hom verleen by artikel 4 van die Wet op die Raad op Finansiële Dienste, 1990 (Wet No. 97 van 1990), met ingang van 1 April 1991 tot 31 Desember 1992 die volgende lid in aangeduide hoedanigheid op die Raad op Finansiële Dienste aangestel het:

Lid
Mnr. J. M. Connolly.
(28 Maart 1991)

KENNISGEWING 295 VAN 1991
DOEANE- EN AKSYNSTARIEFAANSOEKE.—
LYS 11/91

Onderstaande aanvrae betreffende die Doeane-en Aksynstarie is deur die Raad van Handel en Nywerheid ontvang. Enige beswaar teen of kommentaar op hierdie vertoë moet binne ses weke na die datum van hierdie kennisgewing aan die Hoof Uitvoerende Beampte, Raad van Handel en Nywerheid, Privaatsak X753, Pretoria, 0001, geroep word. Die anuwdag word daarop gevestig dat die skade van reg wat in die aanvrae genoem word, dié is wat deur die applikante aangevaar is en dat die Raad, afhanklik van sy bevindinge, hoër of laer skade van reg mag aanbeveel.

Korting van die reg op:
Trekkers, indeelbaar by tariefe pos 87.01, en motorvoertuig, indeelbaar by tariefe pos 87.04, vir die vervaardiging van herwinningsoorlog en kranaansoeke.

Applicant:
Krykgor, Privaatsak X337, Pretoria, 0001.
Lys 10/91 is by Algemene Kennisgewing 281 van 22 Maart 1991 gepubliseer.

Verbetering
In Lys 8/91, gepubliseer by Kennisgewing 228 in Staatskoerant No. 13052 van 8 Maart 1991, moet die uitdrukking "wat 'n aandrywrielaas inkorporeer" uit die volgende paragraaf van item 117.30 weggelaat word:

"Plus, ten opsigte van enige sodanige motorvoertuig wat 'n 20,0% binnebrandseilerenjin met 'n kubieke verplaasing van hoogtens 22 000 cm³ wat 'n aandrywrielaas inkorporeer wat nie vervaardig is onder 'n vervaardigingsprogram deur die Minister van Handel en Nywerheid en Toerisme, op aanbeveling van die Raad van Handel en Nywerheid, goedgekeur nie":

(28 Maart 1991)
Sunflower blooms in place of waiting

By JULIE WALKER

The Sunflower Concept — brainchild of Murray & Roberts — is blooming.

Group chief executive David Brink described Sunflower to investment analysts and businessmen in Johannesburg.

It was launched in 1988 by the construction company which had been active in helping the homeless to help themselves for three years.

Unemployment had reached crisis proportions and at least 500,000 homes were needed immediately for 7-million shackland inhabitants.

In 1985 the Department of Manpower initiated sponsored training and work-creation projects. The jobs were trained free of charge in basic skills, or could earn a subsistence wage labouring on community-approved projects.

M&R training centres were established throughout SA. Since 1985, 30,000 jobs have been trained in everything needed to construct a house.

So successful were the M&R courses that demand to attend them exceeded the places available.

The group decided to combine the training project with that of work creation, giving rise to the Sunflower Concept.

The nine-point plan as presented to the Director General of Manpower in 1988 and to many others since has been anything but Utopian dreaming.

Phase one identified those in need — such as dockland vagrants and inhabitants of barren settlements.

Mr Brink described only one of Sunflower’s successes. Thirty minutes from Durban was the 200,000 strong settlement of Lindelani — the place of waiting. Not a single service existed, few had jobs and hopeful work seekers went daily to Durban to return disappointed.

Then came Sunflower — each stage of development represented by the ploughing, planting, watering, sprouting, budding, blooming and self-seeding of the plant for the future.

The critical factor in success was the commitment the community was prepared to give. The project depended entirely on direct involvement from design to completion.

To make known the objectives, a Lindelani management committee was set up comprising leaders and financiers. The types of buildings and facilities needed were decided on and handed to Sunflower Concepts.

Plans, with costs, were prepared for approval by the committee. Financiers were approached for final go-ahead and fund allocation.

Training was not undertaken in a formal establishment but taken right to the community.

M&R’s strength lies in building and construction and this passing on of expertise makes the telling difference.

Instructors taught residents basic skills to build their own community centre, on which they practised during its construction.

Every one was invited to join free courses in block-making, bricklaying, plastering, painting and carpentry.

There was real enthusiasm, theft or loss of tools was unheard of and the community’s buildings remained unscathed in last year’s violence.

Lindelani now has a training centre, schools, a clinic, cottage industries, sporting and social facilities.

Newly acquired building skills were applied to housing, where the finishes were painstakingly done.

Self-employment became evident in hairdressing, tailoring, furniture making, handcrafts, clothing and market gardening among others.

Pictures in M&R’s Sunflower literature are delightfully captioned: material conveyer (lady with brick on head), water reticulation (dug with bucket on head) and assistant security guard (small boy wearing large cap).

Sunflower is active in several sites in Natal and at Thembisa in the Transvaal.

M&R is in the vanguard in meeting Finance Minister Barend du Plessis’ challenge to big business to help with social upliftment.

Incentive schemes make it a paying proposition — shareholders are not prejudiced by Sunflower. Even if they were, it would be worth it.
Strike threat as talks fail

THE Building Construction and Allied Workers Union has reached a deadlock in their wage negotiations with Mondi Timbers.

The company has refused to budge from their offer of a 13 percent wage increase.

"As we have now deadlocked at the conciliation board, we are left with no option but to ballot for a strike. We have reached a point whereby we cannot tolerate exploitation from any angle."

"We would definitely consider asking our co-workers in the same industry to support our rightful action," BCAWU general secretary Mr Vusi Thusi said.

Dispute

The union has now informed the Department of Manpower that the dispute has not been resolved.

The department will refer the matter to its director-general in terms of the Labour Relations Act.

A company representative said: "We maintain that the 13 percent wage increase across the board is the final offer and we are not going to budge."
Proactive stance is needed to ride the wave of change

A PROACTIVE approach to the needs of its clients, a commitment to education and a sense of professional identity will be needed to keep the civil engineering profession on the crest of the wave of change in SA.

De Leuw Cather MD Rodney Burrell says the biggest problem facing SA — a shortage of skills at both professional and technical level — is echoed in the civil engineering profession.

"We offer bursaries to students to assure a steady supply of good staff, but this option is affordable only to larger firms."

"When the inflow of professionals from overseas dried up, SA's resources were put under tremendous pressure."

"Once the local political and economic climate normalises and economic development builds up steam the problem is going to become tougher," he says.

RODENEY BURRELL

Despite the difficulties ahead, Burrell says he is optimistic about the future of SA in general and civil engineering in particular.

"Because of the shortage of engineers, those who are available tend to get experience in responsible positions at an early age."

The expertise of DLC's staff has been confirmed by its former Canadian parent company, which "has told us our engineers will be welcome any time."

"SA has specific challenges to meet — especially the provision of housing."

"But at the same time, we plan to follow the lead set by international trends," says Burrell.

Prime among these is the tendency to develop computerised systems for marketing in an effort to anticipate clients' needs rather than responding to requests.

"In addition, the firm has poised itself to move into a variety of specialised fields as opportunities become available."

"The next decade or two will see development across the board in SA — and our spread of expertise will enable us to take on whatever is going and run with it," he says.
Taking up challenge of maintaining the roads in Transkei

GOVERNMENT’S intention to reduce funding for roads in SA challenges road authorities and their engineering consultants to obtain maximum benefit from the money available and maintain the road network.

Over 4 000km of provincial roads in the Cape is older than 25 years, and at the present rate of new construction it would take over 40 years to reconstruct these, not considering other roads which would have deteriorated in the interim.

In Transkei, Ninham Shand has become part of the challenge. The firm was appointed three years ago to assist the Department of Works and Energy in the management of maintenance work in eastern Transkei.

This management has involved a judicious mix of public and private sector resources.

Ninham Shand was instrumental in setting up the privatisation of maintenance work in certain areas of the Transkei using methods similar to those employed in Bophuthatswana and parts of KwaZulu.

The group envisions future maintenance work throughout southern Africa will be privatised and the work experience gained in Transkei will be invaluable.

Training

Ninham Shand personnel have acted as training officers for departmental operators, advisers on maintenance procedures, resident engineers for small maintenance contracts and trouble-shooters in times of emergency.

On the public sector side, the Ninham Shand maintenance managers have advised the departmental resources on maintenance procedures and set up programmes for the restoration of the gravel road network.

In 1989 alone, 385km of gravel roads were restored and regravelled, a marked improvement on previous years.

Several road maintenance teams have been tackling potholes and edge ravelling problems in the eastern area.

At times of emergency, Ninham Shand was called on to muster resources and advise the department on the repair of wash-aways, bridge replacements, rockfalls and the rapid deterioration of certain roads.

The most challenging tasks involved the privatisation of maintenance work, as Transkei recognised that departmental work was handicapped in certain areas.

The main handicaps included the lack of trained, experienced managers and foremen and the lack of incentives for the labour force to be productive.

It was also realised the country lacked entrepreneurs in the road construction industry.

To overcome these, small maintenance contracts were organised throughout Transkei.

In Ninham Shand’s areas, these contracts involved the regraveling of roads and fencing the N2.

Guided

Because of the inexperience of the local contractors, Ninham Shand’s maintenance managers guided the contractors in their work and encouraged regular monitoring.

To assist the smooth transition of maintenance work from government departments to the private sector, Ninham Shand, together with the Development Bank of Southern Africa, has been involved in the training of 20 local contractors.
R800 000 for ACE centre

Construction of the second major phase of the Alexandra Community Education (ACE) Centre will start soon, thanks to a R300 000 donation by the Toyota Sport Africa Foundation.

The R10.5 million phase, which follows the completion of the R5.5 million Alexandra Technical College last month, involves building a career-directed education centre.

Toyota's donation will go towards workshops for mechanical, electrical, welding and metalwork instruction.

ACE is a joint project involving the community of Alexandra: The Star's TEACH Fund, Rotary and the Department of Education and Training.

Major donors include Barlow Rand (R3 million), ABCI (R470 000), JCI (R450 000), TEACH Fund (R200 000), Otis Elevator (R150 000) and Total SA (R160 000).

- Education Reporter
These setters use an ancient craft.
GERHARD MEIJER, president of the South African Institute of Building, says that though the majority of its members see the SAIB as a professional body, they want state recognition.

Meijer said: "With deregulation being applied to spheres of South Africa's working life, it is no longer so essential that the SAIB achieves official professional recognition. Nevertheless, we cannot fully substantiate our claim to represent management in the building industry without this.

"Too many people still see us as a watchdog for the industry as a whole, rather than as a body representing building management and striving to improve the quality of that management. Professional status would help us get the message across that there are SAIB members and there are non-SAIB members; and that we have influence over the former but none over the latter."

3. CLAUSE 17: EXPENSES OF THE COUNCIL

Delete the first three paragraphs and substitute with the following two new paragraphs:

"For the purposes of meeting the expenses of the Council, every employer shall deduct from the earnings of each of his employees the sum of 75 cents per month.

To the amounts so deducted, the employer shall, in respect of each employee, add the sum of 75 cents per month."

Signed at Pretoria, on behalf of the parties, this 15th day of January 1991.

J. IOANNOU,
Chairman of the Council.

T. HONDROU,
Vice-Chairman of the Council.

L. P. VAN BREA,
Secretary of the Council.

No. R. 1369 14 June 1991

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE: AMENDMENT OF AGREEMENT FOR THE BOLAND

I, Eli van der Merwe Louw, 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 date of publication of this notice and for the period ending 31 October 1991, upon the employers’ organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1991, 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.

E. VAN DER M. LOUW,
Minister of Manpower.

3. KLOUSULE 17: UITGAWES VAN DIE RAAD

Skrasp die eerste drie paragrawe en voeg die volgende twee nuwe paragrawe in:

"Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy werknemers’n bedrag van 75 sent per maand aftrek.

By die bedrae aldus afgetrek, moet die werkgewer ten opsigte van elke werknemer die bedrag van 75 sent per maand voeg."

Namens die party op hede die 15de dag van Januarie 1981 te Pretoria onderteken.

J. IOANNOU,
Voorsitter van die Raad.

T. HONDROU,
Ondervoorsitter van die Raad.

L. P. VAN BREA,
Sekretaris van die Raad.

No. R. 1369 14 Junie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

BOONYWERHEID, WESTELIKE PROVINSIE: WYSIGING VAN OOREENKOMS VIR DIE BOLAND

Ek, Eli van der Merwe Louw, Minister van Mannelke, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkom (hierna die Wysigingsooreenkom 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 datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir die werkgeversorganisasie en die vakverenigings wat die Wysigingsooreenkom aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkom, uitgesonderd dié verwant in kloosule 1 (1) (a) (m) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir alle ander werkgewers en werknemers as die 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 kloosule 1 van die Wysigingsooreenkom gesignaleer.

E. VAN DER M. LOUW,
Minister van Mannelke.
2. CLAUSE 16: WAGES

(1) Substitute the following for the table for Area B in subclause (1):

<table>
<thead>
<tr>
<th>Description</th>
<th>Cents per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>General worker</td>
<td>237</td>
</tr>
<tr>
<td>Hoist operator</td>
<td>248</td>
</tr>
<tr>
<td>Power crane driver</td>
<td>259</td>
</tr>
<tr>
<td>Floor sander</td>
<td>259</td>
</tr>
<tr>
<td>Stone polishers and terrazzo worker</td>
<td>259</td>
</tr>
</tbody>
</table>
| Learner artisan:
  (i) First year                                  | 254            |
  (ii) Second year                                 | 288            |
  (iii) Third year                                 | 338            |
  (iv) Fourth year                                 | 441            |
| Artisan's assistant/Blocklayer                   | 441            |
| Artisan                                          | 576            |
| Craftsman and Foreman                           | 648            |
| Master artisan                                   | N.A.           |

Wage per week

<table>
<thead>
<tr>
<th>Description</th>
<th>Cents per hour</th>
</tr>
</thead>
</table>
| Drivers:
  (i) Over 6 m tons                              | R135.75        |
  (ii) 6-6 m tons                                  | R115.50        |
  (iii) Other vehicles                            | R100.36        |
| Night watchman                                   | R97.93         |
| Cleaners                                         | 166            |
| Apprentice:
  (i) First year                                 | 288            |
  (ii) Second year                                | 338            |
  (iii) Third year                                | 441            |
| Painter                                          | 519”           |

Signed at Cape Town this 22nd day of March 1991.

H. McCARTHY,
Chairman.

L. P. DAGNIN,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT
No. R. 1302
14 June 1991
HAZARDOUS SUBSTANCES ACT, 1973
(Act No. 15 OF 1973)

GROUP III HAZARDOUS SUBSTANCES

1. Elizabeth Hendrina Venter, Minister of National Health, hereby—

(a) declare, in terms of section 2 (1) (b) and 3 (b) of the Hazardous Substances Act, 1973 (Act No. 15 of 1973), any electronic product listed in the Schedule to be a Group III hazardous substance, with effect from 1 July 1991; and

(b) withdraw Government Notices Nos. R. 2518 of 24 December 1976 and R. 689 of 14 April 1989 with effect from the said date.

E. H. VENTER,
Minister of National Health.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS-ONTWIKKELING
No. R. 1302
14 Junie 1991
WET OP GEVAARHOUDE DE STOWE, 1973
(WET No. 15 VAN 1973)

GROEP III GEVAARHOUDE DE STOWE
Ek Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid—

(a) verklaar hierby kragtens artikel 2 (1) (b) en (3) (b) van die Wet op Gevaarhoudende Stowwe, 1973 (Wet No. 15 van 1973), 'n elektroniese produk in die Bylae vermeid, met ingang van 1 Julie 1991 tot 'n Groep III gevaarhoudende stof; en

(b) trek hierby, met ingang van genoemde datum, Gouvernementskennisgewings Nos. R. 2518 van 24 December 1976 en R. 689 van 14 April 1989 in.

E. H. VENTER,
Minister van Nasionale Gesondheid.
3. CLAUSE 17: EXPENSES OF THE COUNCIL

Delete the first three paragraphs and substitute with the following two new paragraphs:

"For the purposes of covering the expenses of the Council, every employer shall deduct from the earnings of each of his employees the sum of 75 cents per month.

To the amounts so deducted, the employer shall, in respect of each employee, add the sum of 75 cents per month."

Signed at Pretoria, on behalf of the parties, this 15th day of January 1991.

J. IOANNOU,
Chairman of the Council.

T. HONDROU,
Vice-Chairman of the Council.

L. P. VAN BREDA,
Secretary of the Council.

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3. KLOUSULE 17: UITGAWES VAN DIE RAAD

Skraap die eerste drie paragrawe en voeg die volgende twee nuwe paragrawe in:

"Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy werknemers 'n bedrag van 75 sent per maand aftrek.

By die bedrae aldus afgetrek, moet die werkgewer ten opsigte van elke werknemer die bedrag van 75 sent per maand voeg."

Namens die partye op hede die 15de dag van Januarie 1991 te Pretoria onderteken.

J. IOANNOU,
Voorstander van die Raad.

T. HONDROU,
Ondervoorstander van die Raad.

L. P. VAN BREDA,
Sekretaris van die Raad.

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No. R. 1369
14 June 1991

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE: AMENDMENT OF AGREEMENT FOR THE BOLAND

1, Eli van der Merwe Louw, 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 date of publication of this notice and for the period ending 31 October 1991, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1991, 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.

E. VAN DER M. LOUW,
Minister of Manpower.

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No. R. 1369
14 Junie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE: WYSIGING VAN OORENKOMS VIR DIE BOLAND

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkom (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 datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir alle ander werkgevers 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.

E. VAN DER M. LOUW,
Minister van Mannekrag.
**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)**

**AGREEMENT**

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

Boland Master Builder's and Allied Trades Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers
Amalgamated Union of Building Trade Workers of South Africa
Building Worker's Union
South African Operative Masons' Society
South African Woodworker's Union
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Building Industry (Western Province),


**1. SCOPE OF APPLICATION**

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

(a) by all employers who are members of the employer's organisation and by all employees who are members of the trade unions;

(b) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West (excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg), Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville).

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

(a) apply only to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

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

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(d) apply to "labour-only" contractors, working partners and working directors;

(e) not apply to university students and graduates in building science and construction supervisors and other such persons doing practical work as a part of their academic training;

(f) apply to foremen;

(g) not apply to employees in the electrical trades and to administrative staff.

**BYLAE**

**NYWERHEIDSRAAD VIR DIE BONEYWERHEID (WESTELIKE PROVINSEE)**

**OORENENOMS**

Ooreenkoms is die Wet op Arbeidsverhouding, 1956, gesluit deur en aangegaan tussen die

Boland Master Builder's and Allied Trades Association
(hierdie die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers
Amalgamated Union of Building Trade Workers of South Africa
Building Worker's Union
South African Operative Masons' Society
South African Woodworker's Union

**1. TOEPASSINGSBESTEK**

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

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

(b) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitsluitend die gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het), Somerset-West (uitsluitend die gedeelte wat voor 9 Maart 1973 (Goewermentskennisgewing No. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het), Strand en Malmesbury (uitsluitend die gedeelte dat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het).

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

(a) van toepassing op slegs die klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word op leerlingambagsmanne;

(b) van toepassing op vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens voorgeskryf nie;

(c) van toepassing op kwekelinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes daarkragtens voorgeskryf nie;

(d) van toepassing op "slegs arbeid"-kontakteurs, werkende vennot en werkende direkteurs;

(e) nie van toepassing nie op universiteitstudente en gegradeerdes in die bouwetenskap en konstruksie toegehouers en ander persone wat praktiese werk doen ter voortvoering van hul akademiese opleiding;

(f) van toepassing op voormanne;

(g) nie van toepassing nie op werknemers in die elektrotechniese ambigte en op administratiewe personeel.
Men 'paid R10 a week'

A SOWETO building contractor, whose workforce is drawn from rural areas, pays his employees as little as R10 a week and houses them in a shack, a Sowetan investigation has found.

The contractor, Mr Mmula Bosigo, owner of Ilitholeng Construction, is also accused of allegedly assembling the 13 workers he recruited from Mafikeng.

The youngest of the workers is 19-year-old Frank Kganyago, who said he was punched by Bosigo for smoking during working hours.

Other workers, whose ages range between 25 and 40, said they were treated like "slaves" by Bosigo who was "angry and evasive" whenever they demanded their pay.
Rural men paid R10 a week as labourers.
9. Training courses

An employer must provide an apprentice with modular practical and institutional training or have him trained in the trade for which he is indentured, according to the training schedule and procedure as approved by the Board and issued to the employer from time to time.

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9. Opleidingskursusse

'n Werkgewer moet 'n vak leerling modulêre, praktiese en institusionele onderliggee gee of laat onderliggee in die ambang waarvoor hy ingeboek is, volgens die opleidingskede en procedure wat deur die Raad goedgekeur en van tyd tot tyd aan die werkgewer beskikbaar gestel word.

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No. R 1632
MANPOWER TRAINING ACT, 1981
TRAINING SCHEME FOR THE CIVIL ENGINEERING INDUSTRY

I, Eli van der Merwe Louw, Minister of Manpower—

(a) hereby withdraw, in terms of section 39 (6) read with section 39 (3) of the Manpower Training Act, 1981, Government Notice No. R. 2332 of 29 October 1982, as extended by Government Notices Nos. R. 2528 of 8 November 1985 and R. 2623 of 23 December 1988, as amended by Government Notice No. R. 2735 of 15 December 1989, with effect from the second Monday after the date of publication of this notice; and

(b) hereby declares, in terms of section 39 (5) of the said Act, that the "provisions of the Scheme which appears in the Schedule hereto, shall be binding, with effect from the second Monday after the date of publication of this notice and for a period ending one year from the said date, upon all employers and employees engaged or employed in the Civil Engineering Industry in the Republic of South Africa.

E. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

The Training Scheme for the Civil Engineering Industry, hereinafter referred to as "the Industry", has been established by the South African Federation of Civil Engineering Contractors for the training of employees in the Industry and provides for the establishment of a Fund for the purposes of the Scheme; the payment of contributions to the Fund by employers in the Industry; and the appointment of the Civil Engineering Industry Training Board to administer the Fund, which shall be called the "Civil Engineering Industry Training and Development Fund".

1. NAME OF THE SCHEME
The name of the Scheme shall be the "Civil Engineering Industry Training Scheme".

2. SCOPE OF APPLICATION OF THE SCHEME
The provisions of the Scheme shall be observed by all employers and employees who are engaged or employed in the Civil Engineering Industry in the Republic of South Africa.

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No. R. 1632
WET OP MANNEKRAGOPLEIDING, 1981
OPLEIDINGSKEMA VIR DIE SIVIELE INGENEERSNYWERHEID

Ek, Eli van der Merwe Louw, Minister van Mannekrag—


(b) verklaar hierby, kragtens artikel 39 (5) van genoemde Wet, dat die bepalings van die Skema wat in die Bylae hiervan verskyn, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat een jaar vanaf genoemde datum eindig, bindend is vir alle werkgewers en werknemers wat betrokke is by of in diens is in die Siviele Ingenieursnywerheid in die Republiek van Suid-Afrika.

E. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

Die Opleidingskema vir die Siviele Ingenieursnywerheid, hierna genoem "die Nywerheid", is ingestel deur die Suid-Afrikaanse Federasie van Aannemers vir Siviele Ingenieurswerk die opleiding van werkgewers in die Nywerheid en maak voorstelling van die instelling van 'n Fonds vir die doeleindes van die Skema; die betaling van bydrae aan die Fonds deur werkgewers in die Nywerheid; en die aanwysebe van die Siviele Ingenieursnywerheid Opleidingsraad om die Fonds, wat as die "siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds" bekend sal staan, te administreer.

1. NAAM VAN DIE SKEMA
Die naam van die Skema is die "Opleidingskema van die Siviele Ingenieursnywerheid".

2. TOEPASSINGSBESTEK VAN DIE SKEMA
Die bepalings van die Skema moet nagekomen word deur alle werkgewers en werknemers in die Siviele Ingenieursnywerheid in die Republiek van Suid-Afrika.
3. DEFINITIONS

Any expression used in this Scheme which is defined in the Manpower Training Act, 1981, shall have the same meaning as in the Act and any reference to the Act shall include any amendments to the Act and any regulations made in terms of the Act and, unless inconsistent with the context—

"Act" means the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Board" means the Civil Engineering Industry Training Board;

"Civil Engineering Industry" or "Industry" means (subject to the provisions of the demarcation determination published under Government Notice No. R. 1831 of 11 October 1968, as amended from time to time), the industry in which employers (other than local authorities and the State) and employees are associated for the purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

(a) The construction of aerodrome runways or aprons; aqueducts; bins or bunkers; bridges; cable ducts; caissons, rafts or other marine structures; canals; cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements, housings or supports for plant, machinery or equipment; factory or works chimneys; filler beds; land or sea defence works; mine headgear; pipelines; piers; railways; reservoirs; river works; roads or streets; sewage works; sewers; shafts or tunnels; silos; sportsfields or grounds; swimming baths; viaducts or water treatment plants;

(b) excavation work or the construction of foundations, lift shafts, pilling, retaining walls, stairwells, underground parking garages or other underground structures;

(c) the asphaltling, concreting, graveling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites; and further includes—

(i) any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and

(ii) the making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in paragraphs (a) to (c) inclusive, but excluding—

(aa) work in connection with any one or more of the activities specified in (b) above where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, are carried out by employers erecting such structures;

(ab) work in connection with any one or more of the activities specified in (c) above when undertaken as incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures; and

3. WOORDOMSKRYWINGS

Enige uitdrukking wat in hierdie Skema gebruik en in die Wet op Mannekragopleiding, 1981, omskryf word, het dieselfde betekenis as in die Wet en enige wysiging na die Wet omvat enige wysigings aan die Wet en enige regulasies uitgevaardig ingevolge die Wet en, tensy onbestaanbaar met die sinsverband, beteken—

"Federasie" die Suid-Afrikaanse Federasie van Aannemers vir Siviele Ingenieurswerk;

"Fonds" die Siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds bedoel in klousule 5;

"Raad" die Siviele Ingenieursnywerheid Opleidingsraad;

"Registratur" die Registratur van Mannekragopleiding aangeslaan kragtens die Wet;

"Siviele Ingenieursnywerheid" of "Nywerheid" (behoudens die bepalings van die afbakeningvaasstelling gepubliseer deur Goewerentskenningswagte, No. R. 1831 van 11 Oktober 1968, soos van tyd tot tyd gewysig) die Nywerheid waarin werkgewers (uitgesonderd plaaslike owerhede en die Staat) en werknemers met mekaar geassosieer is vir die verrigting van werk van siviele ingenieurssaad, en omvat dit sodanige werk wat verband hou met een of meer van die volgende werksohame:

(a) die konstruksie van vliegveldaanloopbane of -laaiiblaeie; waterkanale; oppaarkulnie of brandstofruime; brüe; kabelgange; caissons, vlotte of ander skeepstrukture; kanale; koeltoringe; watertoringe van ander torings; damme; dokke; havens; kaale of skeepswerwe; grondwerwe; bedekings, omhulsele of stutte vir installasies, masjienery van uitrusting; fabriek- of werkspoorstene; filterrebeidings; land- of seeverdedigingswerke; mynsgaktoringe; pypelings; piers; treinspore; reservoires; rivierwerke; paai van strate; rioolwerke; riele; skatte van tunnels; silos van sportveldle of -terreine; swembaddens; viadukte van waterbehandelingsinstallasies;

(b) uitgrawingswerk of die konstruksie van fonda-
mente, hyerskagte, helwerke, keermure, trapkulle, ondergrondse parkeergarages of ander ondergrondse strukture;

(c) die asaltering, betonning, begruising, gelykmakende of bestrating van parkeergebiede, synpaadjies, paale, strate, vliegveldaanloopbane of laaiiblaeie, persele of terreine; en omvat dit verder—

(i) alle werk van 'n soortgelike aard of werk wat gepaard gaan met of vooruitspruit uit enige van voor-
melde werksohame; en

(ii) die maak, hersel, nagaan of opknapping van gereedskrap, voertuie, installasies, masjienery of uitrusting in werkweekes wat bedryf word deur werk-
gewers wat betrokke is by enige een van die werk-
sohame wat in paragraaf (a) tot en met (c) bedoel
word, maar uitgesonderd—

(aa) werk wat verband hou met een of meer van die werksohame in (b) hierbo uiteengesit, waar sodo-
name werk, wanneer dit onderneem word in verband met die oprigting van strukture wat die algemene ken-
merk van geboue het en, ongeag of sodanige werk
probleme van siviele ingenieurssaad behels of dan nie,
gedoen word deur die werkgewers wat sodanige struk-
ture oprig;
(ac) any work falling within the scope of the Iron, Steel, Engineering and Metallurgical Industries as defined in the Agreement published under Government Notice No. R. 479 of 29 March 1974;

"employee" means any employee, as defined in the Act, who is employed by or who performs work for an employer in the Industry;

"employer" means any employer, as defined in the Act, who employs or provides work for any employee in the Industry;

"Federation" means the South African Federation of Civil Engineering Contractors;

"Fund" means the Civil Engineering Industry Training and Development Fund referred to in clause 5;

"Registrar" means the Registrar of Manpower Training appointed in terms of the Act; and

"Scheme" means the Civil Engineering Industry Training Scheme.

4. OBJECTS OF THE SCHEME
The objects of the Scheme shall be—

(a) to provide the necessary funds to ensure an adequate supply of trained employees for the Industry and to assist financially with the training and development of employees for the Industry at all levels in order that all contributing employers will have equal opportunities for the training and development of their employees; and

(b) to finance the administration and the objects of the Board as set out in its constitution.

5. CIVIL ENGINEERING INDUSTRY TRAINING AND DEVELOPMENT FUND

(1) The Civil Engineering Industry Training Fund, established in terms of Government Notice No. R. 2352 of 22 December 1972, is hereby continued and shall, with effect from the date of coming into operation of this Scheme be known as the Civil Engineering Industry Training and Development Fund.

(2) The Fund shall be administered by the Board.

(3) Into the Fund shall be paid—

(a) training levies in terms of clause 7 of this Scheme;

(b) interest and/or capital appreciation derived from the investment of any monies of the Fund; and

(c) any other monies to which the Fund may become entitled.

(4) The monies of the Fund shall be used for the attainment of the objects of the Scheme as set out in clause 4.

6. ESTABLISHMENT AND FUNCTIONS OF THE CIVIL ENGINEERING INDUSTRY TRAINING BOARD

(1) The Civil Engineering Industry Training Board has been established by the South African Federation of Civil Engineering Contractors in accordance with a constitution approved by the Registrar.

(ab) werk wat verband hou met een of meer van die werksoamhede in (c) hierbo uiteengesit, wanneer dit onderneem word as 'n bykomstige werksoamheid in verband met die oprigting van structuur wat die algemene kenmerk van geboue het of wanneer dit onderneem word deur die werkgewers wat sodanige strukture oprig, en

(ac) enige werk wat binne die bestek van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede val, soos omkryf in die Ooreenkomst wat by Goewermentskennisgewing No. R. 479 van 29 Maart 1974 gepubliseer is;

"Skema" die Opleidingskema vir die Siviele Ingenieursnywerheid:

"werkgewer" enige werkgewer soos in die Wet omskryf, wat enige werknemer in diens het of van werk voorsien in die Nywerheid;

"werknermer" enige werknemer soos in die Wet omskryf, wat in diens is of van werk in die Nywerheid;

"Wet" die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981).

4. DOELSTELLINGS VAN DIE SKEMA
Die doelstelling van die Skema is—

(a) om die nodige fondse te voorsien ten einde te verseker dat voldoende opgeleide werknemers vir die Nywerheid beschikbaar is en om die opleiding en ontwikkeling van werknemers op alle vlakke in die Nywerheid finansiële te ondersteun sodat alle hy draende werkgewers gelyke geleentheid vir die opleiding en ontwikkeling van hul werknemers sal hê; en

(b) om die administrasie en doelstelling van die Raad, soos in sy konsistusie uiteengesit, te finansier.

5. SIVIELE INGENIEURSNYWERHEID OPLEIDINGS- EN ONTWIKKELINGSFONDS

(1) Die Opleidingsfonds vir die Siviele Ingenieursnywerheid, ingestel ingevolge Goewermentskennisgewing No. R. 2352 van 22 December 1972, is hiermee voortgezet en sal vanaf die datum van inwerkingtreding van hierdie Skema bekend staan as die Siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds.

(2) Die Fonds sal deur die Raad geadministreer word.

(3) In die Fonds word inbetaal—

(a) opleidingsheffings kragtans klousule 7 van hierdie Skema;

(b) rente en/of kapitaal aanwas wat voortvloeit uit die belegging van enige geld van die Fonds; en

(c) enige ander gelei waarop die Fonds geregeld mag word.

(4) Die gelden van die Fonds word aangewend vir die bereiking van die doelstelling van die Skema soos uiteengesit in klousule 4.

6. INSTELLING EN FUNKSIES VAN DIE SIVIELE INGENIEURSNYWERHEID OPLEIDINGSRAAD

(1) Die Siviele Ingenieursnywerheid Opleidingsraad is deur die Suid-Afrikaanse Federasie van Aannemers vir Siviele Ingenieurswerk ingestel in ooreenstemming met die konsistusie wat deur die Registraat gedefinieer is.
7. RETURNS AND CONTRIBUTIONS TO THE FUND

(1) From the Scheme's date of coming into operation every employer in the industry shall—

(a) submit to the Board, at P.O. Box 644, Bedfordview, 2008, or such other address as may be advised by the Board in writing to the employer, by the 21st day of the second month following the end of each quarter, a return showing the total salaries and wages paid by him to all his employees, excluding Directors, employed in the industry, as well as the total number of such employees employed by him, during the three calendar months proceeding 31 March, 30 June, 30 September an 31 December of each year, which returns shall be certified annually by a public auditor or in the case of a Close Corporation, by an accounting officer;

(b) pay, by cheque, to the Civil Engineering Industry Training and Development Fund, a levy of 0.6 per cent of the total salaries and wages paid by him to all such employees as were employed by him in the Industry during the period covered by the return referred to in paragraph (a), which cheque shall accompany the said return.

(2) If any employee is employed partly in the Civil Engineering Industry and partly in another industry, the proportion of the total salaries and wages of such an employee to which the levy is to be applied, shall be the same proportion as the ratio of work done in the Civil Engineering Industry to the total work done by the employee.

(3) The costs incurred in collecting late levies or contributions shall be charged to and paid by the employer concerned.

8. INFORMATION

The Board shall furnish every employer in the Industry with details concerning the Schedule in such form as the Board may from time to time determine: Provided that such details shall include at least the constitutions of the Scheme and of the Board, the contributions to be made or levies payable to the Fund, the financial incentives to be provided under the Scheme and the procedure to be followed for the lodging of claims against the Fund.

9. FINANCE

(1) All moneys received shall be deposited in a banking account in the name of theFund within seven (7) days of receipt thereof: Provided that one sixth of the 0.6 per cent contribution, being 0.1 per cent of the total salary and wage return as received in terms of clause 7 (1) (b), shall be deposited in a separate account for the purpose of financing Faculties of Civil Engineering Departments at Universities in the Republic of South Africa for the benefit of the Industry.

(2) Die Raad het die bevoegdheid om met alle sake binne die bestek van die doelstellingen van hierdie Skema, soos in klausule 4 uiteengesit, te handel.

7. OPGAUES EN BYDRAES TOT DIE FONDS

(1) Vanaf die datum van inwerkingtreding van hierdie Skema moet elke werkgever in die Nywerheid—

(a) by die Raad te Postbus 644, Bedfordview, 2008, of sodanige ander adres as wat die Raad skriflik aan die werkgever mag verwittig, teen die 21ste dag van die tweede maand wat volg op die einde van elke kwartaal, 'n opgawe indien van die totale salarisie en lone wat deur hom betaal is aan al sy werknemers, Direktore uitgesluit, wat in die Nywerheid in diens was, asook van die getal sodanige werknemers wat in sy diens was, gedurende die drie kalendermaande wat 31 Maart, 30 Junie, 30 September en 31 Desember van elke jaar voorafgaan, welke opgawes jaarliks deur 'n openbare ouditeur, of in die geval van 'n Beslote Korporasie, deur 'n rekenpligteige amptenaar gesertifiseer moet wees; en

(b) aan die Siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds 'n heffing betaal, per tyd, van 0,6 persent van die totale salarisie en lone wat die werkgever betaal het aan alle sodanige werknemers wat by hom in diens was in die Nywerheid gedurende die tydperk gedek deur die opgawe in paragraaf (a) bedoel, welke tyd die genoemde opgawe moet vergelyk.

(2) Indien 'n werkemies gedeeltelik in die Siviele Ingenieursnywerheid en gedeeltelik in 'n ander nywerheid in diens is, moet die gedeelte van die totale salarisie en lone van sodanige werknemers waarop die heffing betaalbaar is, in dieselfde verhouding wees as die verhouding waarin die werk deur die werknemer in die Siviele Ingenieursnywerheid verrig, staan tot die totale werk deur hom verrig.

(3) Die koste verbonde aan die insameling van laat heffings of bydraes word verhaal op en betaal deur die betrokke werkgever.

8. INLIGTING

Die Raad moet elke werkgever in die Nywerheid voorsien van besonderhede rakende die Skema in sodanige vorm as wat die Raad van tyd tot tyd bepaal: Met dien verstande dat sodanige besonderhede minstens die konstitusies van die Skema en die Raad, die heffings wat aan die Fonds betaal moet word of die bydraes wat aan die Fonds gemaak moet word, die opleidingsaansprings wat in geval van die Skema verskaf word en die prosedure wat vir die instelling van eise teen die Fonds gevolg moet word, moet insluit.

9. FINANSIES

(1) Alle geld wat ontvang word, moet inbetaal word in 'n bankrekening in die naam van die Fonds binne (7) sewe dae na ontvangs daarvan: Met dien verstande dat een sesde van die 0,6 persent bydrae, te wete 0,1 persent van die totale salaris- en loonopgawe, soos ontvang oreenkomstig klausule 7 (1) (b), in 'n aparte rekening gedeelde word vir die doeleindes van die financiering van die Facultete van Siviele Ingenieursdepartemente aan universiteite in die Republiek van Suid-Afrika tot voordeel van die Nywerheid.
(2) All payments made out of the Fund shall be made by cheque drawn on the banking account and shall be signed by the Director of the Board and co-signed by any other person authorized thereto in writing by the Board.

(3) Funds which are not required for immediate use shall at the discretion of the Board be invested in—
(a) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);
(b) National Savings Certificates;
(c) Post Office savings accounts or certificates;
(d) savings accounts, permanent shares or fixed deposits in building societies or banks;
or in such other manner as may be approved by the Registrar.

(4) The Board shall annually appoint a public auditor, who shall be paid out of the Fund, to audit the accounts of the Fund for the period ending on 30 June. Two copies of the audited accounts shall be made available to the Federation and a copy shall be forwarded to the Registrar. Copies shall also be furnished to all contributors to the Fund, on request.

10. DISSOLUTION OF THE FUND
(1) Upon the termination of the Scheme, the assets of the Fund shall be transferred to the Board for disposal in accordance with its constitution, after consultation with the Federation.

(2) All administrative charges and liabilities of the Scheme shall then be charged against the Board.

(3) The Registrar shall be notified in good time of the termination of the Scheme.

11. AGENTS
(1) The Board may appoint agents to give effect to the objects of the Scheme on such terms and under such conditions as the Board may deem fit.

(2) The agent shall be empowered to enter any establishment in the Industry and question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

(3) The appointment of an agent may be withdrawn by the Board at any time and for any reason.

12. INDEMNITY
The members of the Board shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or arising from any act performed in their bona fide administration of the Fund, or arising from the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members, or by reason of any other matter or thing, save individual willful or fraudulent acts on the part of such members as can be held responsible and any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising from an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

(2) Alle betalings wat uit die Fonds gemaak word moet geskied by wyse van 'n tjek getrek teen die bankrekening van die Skema en geteken deur die Direkteur van die Raad en medeondertekene deur enige ander persoon wat skriftelik deur die Raad daartoe gemagtig is.

(3) Fondse wat nie vir onmiddellike gebruik nodig is nie, moet na die goeddunkne van die Raad belé word in—
(a) binelandse geregistreerde effekte soos bedoel in artikel 21 van die Skatbesluit, 1975 (Wet No. 66 van 1975);
(b) Nasionale Spaarstatuskaarte;
(c) Posspaarsbankrekeningen of -sêrifikate;
(d) spaarrekenings, permanente aandeel of vaste deposito's in bougenootskappe of banke, of op sodanige ander wyse as wat die Registraties mag goedgekeur.

(4) Die Raad moet jaarliks 'n openbare ouditeur aanstel, wat uit die Fonds betaal moet word, om die rekening van die Fonds te oord met die periode wat op 30 Junie eindig. Twee afskrifte van die geouditeitste state moet beskikbaar gestel word aan die Federasie en 'n afskrif moet aan die Registraties versend word. Afskrifte moet ook op versoek beskikbaar gestel word aan alle bydners tot die Fonds.

10. ONTBINDING VAN DIE FONDS
(1) By die beëindiging van die Skema, moet die bates van die Fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie en na ooreig met die Federasie daaraan moet beskik.

(2) Alle administratiewe koste en skulde van die Skema word dan teen die Raad in berekening gebring.

(3) Die Registraties moet vroegelydig van die beëindiging van die Skema in kennis gestel word.

11. AGENTE
(1) Die Raad kan agentie aanstel om uitvoering aan die doelstelling van die Skema te gee, op sodanige voorwaardes en onderhewig aan sodanige beheer as wat die Raad goedgekeur.

(2) 'n Agent het die mag om enige instelling in die Nwyerheid te betree en die werkgeriewe of enige werkner te ondervra ten einde vas te stel of die bepaling van klasule 7 nagekom word al dan nie.

(3) Die aanstelling van 'n agent kan te eniger tyd en om watter rede ookal deur die Raad teruggetrek word.

12. VRYWARING
Die lede van die Raad is nie aanspreeklik nie vir enige verlies vir die Fonds wat voortspruit uit enige onbeoordeelbare belegging gemaak te goeder trou, of deur enige optrede in hul bona fides-administrasie van die Fonds, of deur die nalatigheid of bedor van enige persoon in diens van die Raad, of as gevolg van 'n handeling of versuim deur lede, of as gevolg van enige ander saak, uitgesluit individuele opsetlike of bedreglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word en enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeëis deur hom in die verdediging van enige vervolging, hetby skiel of straftregtig, voortspruitend uit 'n bewering waarby kwade trou bestrokke is en waarin regswaard in sy gunst geliewer word of waarvan hy vrygesprek word.
13. EXEMPTIONS

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, must be submitted to the Civil Engineering Industry Training Board, P.O. Box 644, Bedfordview, 2008, which shall forward such application together with any recommendation to the Board to the Director-General: Manpower.

No R. 1636 12 July 1991
LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL): RENEWAL OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION


D. VAN DER WALT,
Director: Labour Relations.

No R. 1637 12 July 1991
LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, EASTERN PROVINCE: RENEWAL OF PROVIDENT FUND 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. 706 of 5 April 1991 to be effective from the date of publication of this notice and for the period ending 30 June 1992.

D. VAN DER WALT,
Director: Labour Relations.

DEPARTMENT OF TRADE AND INDUSTRY
No R. 1606 12 July 1991
PRICE CONTROL ACT, 1964

MAXIMUM DEPOSITS IN RESPECT OF RETURNABLE SOFT DRINK BOTTLES

I, Hermanus Hendrikus Jacobus Steyn, Price Controller, do hereby in terms of section 5 of the Price Control Act, 1964 (Act No. 25 of 1964), prescribe as follows:

DEPARTEMENT VAN HANDEL EN NYWERHEID
No R. 1606 12 July 1991

WET OP PRYSBEHEER, 1964

MAKSIMUM DEPOSITO’S TEN OPSIGTE VAN TERUGSTUURBARE KOELDRANKBOTTELS

Ek, Hermanus Hendrikus Jacobus Steyn, Pryscontroller, bepaal hierby inhevolge artikel 5 van die Wet op Prysbeheer, 1964 (Wet No. 25 van 1964), soos volg:
Employment fears in building sector

LARGE retrenchments in the building industry appear inevitable, the Building Industries Federation of SA (Bifsaa) says in its 1990 statistical yearbook, released recently.

To make matters worse, a large proportion of the people who might lose their jobs will have very little prospect of finding employment again, especially unskilled workers, it adds.

However, Bifsaa chief economist Charles Martin feels that the building industry has already experienced the worst as far as retrenchments are concerned, with more than 30% of staff laid off during 1989 and 1990.

"I expect another 5% to 10% of people in the industry to be retrenched this year. Retrenchments will probably move sideways until the expected economic upturn impacts on the construction industry in the second half of 1992," he says.

A survey by Andrew Levy & Associates on retrenchment in various sectors of the economy shows that trade unions will be fighting retrenchments harder than ever before, even where well-established retrenchment provisions are embodied in agreements between employers and trade unions, says Bifsaa.

Severance pay will become one of the most important issues in retrenchment negotiations in the years ahead.

The survey shows that the most common reason for retrenchment has been the economic downturn, followed by restructuring and rationalisation.

Martin says: "The unskilled sector has suffered the most."

"Many cannot find alternative employment, but those with some form of skill have moved into the informal sector and attempted to sell their skills there."

The construction industry does not offer training in other fields for these people.

Bifsaa is involved in a 12-week training programme to help unemployed people acquire literacy and basic building skills.

The short-term effect of the lifting of sanctions is negligible on the building industry.

However, it will be felt in the medium term, as there has to be an improvement in general economic conditions before the construction industry turns up.

"The violence in the townships needs to be addressed to create investor confidence in SA and to facilitate low-cost home building in these areas," says Martin.

"Unless this issue is resolved, even if short-term funds are made available, building in these areas will remain almost impossible," says Martin.
Union accused of unfair dismissals

By Thoraya Pandy

The Construction and Allied Workers Union (Cawu) has been accused of unfairly dismissing two workers. Mr Melisizwe Zihlangu and Mr Monde Ncayo were employed on probation for three months by the union last year. After the probation period, the union assessed work done by them and their conduct as organisers of the union.

"Workers felt that they did not service the union efficiently and were involved in trying to sow division in the union. At some of the factories, they attempted to get workers to move out of Cawu," said one of its organisers, Mr Lulu Mngikana.

The dismissed men are now planning Industrial Court action against the union.

The union held talks with lawyers representing Zihlangu and Ncayo on Wednesday but could not reach agreement.

"The dismissal was fair in all respects. We cannot understand why they still want to pursue the matter."

One of the lawyers representing the men, Mr Bob von Witt, said the matter would be referred to the Industrial Court for determination.
LABOUR RELATIONS ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN: AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 second Monday after the date of publication of this notice and for the period ending 30 April 1992, upon the employers’ organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1992, 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.

E. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)

AGREEMENT

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

Bloemfontein Master Builders’ and Allied Trades Association,

(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

Building Industries Workers’ Union

and

White Building Workers’ Union

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

being the parties to the Industrial Council for the Building Industry (Bloemfontein),


E. VAN DER M. LOUW,
Minister of Manpower.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (BLOEMFONTEIN)

OOREENKOMS


E. VAN DER M. LOUW,
Minister of Manpower.

BLANKE BOUWERKERSVAKBOND

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

Amalgamated Union of Building Trade Workers of South Africa

Building Industries Workers’ Union

en

Blanke Bouwerkersvakbond

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

wat die party is by die Nywerheidsraad vir die bouweryerheid (Bloemfontein),


E. VAN DER M. LOUW,
Minister of Manpower.
1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers’ organisation and by all employees who are members of the trade unions;

(b) in the Magisterial District of Bloemfontein (including that portion of Bloemfontein which prior to the publication of Government Notice 1081 of 18 May 1990, fell within the Magisterial District of Botshabelo).

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

(a) apply only to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

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

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

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

(e) 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 where such work is undertaken by an employer who falls under the jurisdiction of another industrial council;

(f) not apply to university students and graduates in building science, construction supervisors, construction surveyors and other such persons doing practical work as a part of their academic training, or to supervisory personnel;

(g) 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;

(h) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

2. CLAUSE 4: WAGES

(1) Substitute the following for clause 4 (1):

“(1) General: No employer shall pay and no employee shall accept wages at rates lower than the following:

Cents

per hour

(a) Artisan .......................................................... 7,82

(b) All other employees ....................................... 2,20

(c) All other employees in the employ of the same employer for a period of six months or longer ........................................... 2,50.”

(2) Insert the following subclause (5):

(5) Attendance bonus:

“An attendance bonus of 15c per hour shall be payable to all general workers who were employed for at least 40 hours in one specific week.”

3. CLAUSE 20: SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS

(1) In subclause (1) substitute the following for paragraph (j) and the subsequent table:

“(j) Provident fund for general workers . . . Column J.

(k) Total amount . . . Column K.”

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkomst moet in die Bou- en Monument-klipmeseënwydheid nagekoms word—

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

(b) in die landdrosdistriek Bloemfontein (ingesluit die gedeelte van Bloemfontein wat volgens Goewermentskennisgewing 1081 van 18 Mei 1990, by die distriek Botshabelo ingelyk is);

(2) Ondanks subklousule (1) (a) is hierdie Ooreenkomst—

(a) slegs van toepassing op dié klasse werknamers vir wie lone in hierdie Ooreenkomst voorgestryf word en op leerlingambagsmanne;

(b) van toepassing op vaklike slegs vir sover dit nie met die Wet op Mannekragoplossing, 1981, of met ‘n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) van toepassing op weskellige slegs vir sover dit nie met die Wet op Mannekragoplossing, 1981, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(d) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aarnemers;

(e) nie van toepassing op persone wat betrokke is by die instellering en/of bedrywing van elektriese lig- verwarmings of ander permanente vaste elektriese toestelle in geboue of die herstel of onderhoud van hyers in geboue wanneer sooglike werk deur ‘n werkgever ondernemers word wat onder die jurisdictie is van ‘n ander nywerhedsraad val nie;

(f) nie van toepassing nie op universiteitsstudente en gegradueerdes in die bouwetenskap, konstruksie- en toestowings, konstruksieopsetters en ander persone wat besig is met praktiese werk ter voortvoering van hul akademiese opleiding en toeslouhuishoudende personeel;

(g) nie van toepassing nie op die Ystert-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerhedsraad vir die Ystert-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika nie;

(h) onderworpe aan die bepalings van alle vaststellings gemaak deur die Nywerhedsfond met betrekking tot die Bou- nywerheid en meubelnywerheid.

2. KLOUSULE 4: LONE

(1) Vervang subklousule 4 (1) deur die volgende:

“(1) Algemeen: Geen lone wat laer is as dié hieronder genoem, mag deur ‘n werkgever betaal en deur ‘n werknemer aangeneem word nie:

Sent

per uur

(a) Ambagsman .................................................. 7,82

(b) Alle ander werknemers ................................... 2,20

(c) Alle ander werknemers werkzaam vir ses maande of langer deur dieselfde werkgever .... 2,50”

(2) Voeg die volgende subklousule (5) in:

(5) Bywoningsbonus:

“‘n Bywoningsbonus van 15c per uur is betaalbaar aan alle algemene werkers wat in ‘n bepaalde week mindstens 40 uur werk gedoen het.”

3. KLOUSULE 20: AANVULLENDE BESOLDING EN BYDRAE

(1) In subklousule (1), vervang paraagraaf (j) en die daaropvolgende tabel deur die volgende:

“(j) Voorsorgfonds vir algemene werkers . . . Kolom J.

(k) totale bydrae . . . Kolom K.”
NOTICE 695 OF 1991

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF AN INDUSTRIAL COUNCIL

I, David William James, Industrial Registrar, do hereby, in terms of section 19 (2), as applied by section 19 (9), of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Building Industrial Council—North and West Boland. Particulars of the application are reflected in the subjoined table.

Any person who objects to the application is invited to lodge his objection in writing with me, c/o the Department of Manpower, Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of industrial council: Building Industrial Council—North and West Boland.

Date on which application was lodged: 3 June 1991.

Interests and area in respect of which application is made: The Building Industry in the Magisterial Districts of Ceres, Moorreesburg and Tulbagh.

For the purposes hereof the Building Industry is defined as follows:

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolition was not carried out for the purpose of preparing the sites for building operations:

Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, draining, laying, laying and roof tiling, bituminous work, asphaltalting and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;

KENNISGEWING 695 VAN 1991

WET OP ARBEIDSVERHOUDDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN ’N NYWERHEIDESRAAD

Ek, David William James, Nywerheidsregistraat, maak ingevolge artikel 19 (2) soos toegespas deur artikel 19 (9) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat ’n aansoek om die verandering van sy registrasiebestek ontvang is van die Building Industriële Raad—North and West Boland. Besonderhede van die aansoek word in onderstaande tabel verstrekg.

Enige persoon wat teen dié aansoek beswaar maak, word versoek om binne een maand na die datum van die publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou, Schoemanstraat 215, Pretoria (Posadres: Private Bag X117, Pretoria, 0001).

TABEL

Naam van nywerheidsraad: Building Industrial Council—North and West Boland.

Datum waarop aansoek ingediend is: 3 Junie 1991.

Belange en gebied ten opsigte waarvan aansoek gedaan word: Die Bouwywerheid in die landdrosdistrikte Ceres, Moorreesburg en Tulbagh.

Vir die doeleindes hiervan word die Bouwywerheid soos volg omskryf:

"Bouwywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, instand te hou of te verbou en/of om artikels te maak vir gebruik deur die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat daarin uitgeoefen of verrig word deur persone wat betrokke is by ondervermelde bedrywighede of onderradeljies daarvan, met inbegrip van uitwagings en die voorbereiding van terreine vir bougebou asook die sloping van geboue, tensy sodanige sloping nie met die doel om die terreine vir bouwerk-samhede voor te berei, verrig is nie.

Massiewerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaas of -plate en glasstene, die beteëling van mure en vloere, voegvul- ling, pleiwerk, mosaikwerk, voorwerk met teile, met marmer en met komposisemateriaal, riolietwerk, leiwerk en panddekking, bitumenwerk, asfaltering en beplating en die oprigting van voorasfervervarigde bouwerke of tuinmure en/of grensmure met style, blaasie of enige ander materiale;
Concrete paving, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms an integral part of the structure or not;

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

Joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the article in the building or structure is done by the person making or preparing the article used;

Lead light making, which includes the manufacture and/or fixing of lights and display signs, and the glazing relating thereto;

Masonry, which includes stone cutting and building, also the cutting and building of ornamental stonework, concreting and the fixing or building of precast and/or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery, other than stone polishing machinery, and the sharpening of mason’s tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

Metalwork, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks, the fixing of steel ceilings, metal windows, metal doors, builders’ smithwork, metal frames, metal stairs and architectural metalwork, and the manufacture and/or fixing of drawn metalwork 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 the processes of signwriting and wall decoration, decorating, enamelling, graining, marbling, staining, varnishing, glazing, gilding, lining, stencilling, paper-hanging, spraying, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

Plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stonework, wall and floor tiling and paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

Plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire-prevention equipment 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;

Betonplaaveiwerk, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjies wat op dieselfde terrein as 'n gebou geïënt word, hetsy sodanige plaavei 'n integreerende deel van die bouwerk uitmaak of nie;

Lakpoliteering, wat politeering met 'n kwas of kussenkie en bespuiting met 'n komposiesstof insluit;

Skyrwerk, wat die vervaardiging van alle skynwerk-artikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

Ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligible en die beglasing in verband daarmee;

Klipmesselewerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sierklipwerk, betonnering en die aanbring of bou van voorafgegaste en/of kunsklip- of marmerplaavel, mosaiwerk, pirkking, muur- en vloerbeteëling, die bediening van klipwerkmasjienerie, uitgesonderd klippoleermasjienerie, en die skerpmak van klipmesseelaarsgeredskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

Metaalwerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad, die aanbring van staalplaafonie, metaalvensters, metaaldeure, siermetaalwerk, metaalarame, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

Verfwerk, wat die volgende prosesse insluit: Letterskildering en muurversiering, versiering, emalteering, vlamkildering, marmering, beitsing, vermussing, glasurering, vergulding, beleying, sableerwerk, muurplakking, spuitkildering, waspolering, distempering, afwittering, kleurkalking en houtverduurseling, en wat ook insluit die verwydering van verf, skraping, wat is en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse vooraanstaan;

Pleisterwerk, wat die volgende insluit: Modelleerwerk, granoliet- en komposiesbevoering, komposiesmuurbekkendekking en -polering, voorafgegaste of kunsklippwerk, muur- en vloerbeteëling en plavei- en mosaiwerk, met inbegrip van die aanwending van asfalt- of bitumineuse mastiek vir die doel van waterdichting op horizontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

Looggieterswerk, wat die volgende insluit: Loodlieswerk, gassaaliewerk, sanitêre en huisingenieurswerk, rooiliewerk, kalfaatwerk, ventleenwerk, verwarmingswerk, die aandêie van warm en koue water, dieinstallering van brandvoorkomingsstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
shop, office and bank fitting, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering and the supervising of the bending, placing and fixing in position of steel and concrete;

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

woodworking, which includes carpentry woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceilings and wall covering, the plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber, and the sandpapering thereof, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

Interests and area in respect of which registration is held: The Building Industry, excluding electrical installation, which includes electrical fitting and wiring and operations incidental thereto in the Magisterial Districts of Hopefield, Piketberg, Vredenburg and Worcester and the municipal area of Moorreesburg.

Address of the applicant to which copies of objection are to be delivered or posted:
(a) Office address: 162 Durban Street, Worcester.
(b) Postal address: P.O. Box 240, Worcester, 6850.

The procedure laid down in paragraph (b), (c), (d), (e) and (f) of section 19 (2) of the Labour Relations Act, 1956, applies mutatis mutandis in connection with any objection lodged in respect of this application for the variation of the scope of registration of the Industrial Council.

D. W. JAMES,
Industrial Registrar.
(2 August 1991)

NOTICE 696 OF 1991
DEPARTMENT OF POSTS AND TELECOMMUNICATIONS
AMENDMENT OF THE TARIFF FOR TELECOMMUNICATION SERVICES

It is hereby made known, in terms of section 2B (3A) of the Post Office Act, 1958 (Act No. 44 of 1958), that the Postmaster General, acting under section 2B (1) (e) of the said Act and with the approval of the Minister for Economic Co-ordination and Public Enterprises, has determined that the fees set out in the undermentioned Schedule are to be demanded or received in respect of the services concerned.

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir instellering in gespesifieerde geboue en die vervaardiging van voorraad en/of aanbring van winkelfronte, vensterafskortings, uitstallings, loombank, skemers en binnenshuise los en vaste toebehore;

staalfabriek, wat die volgende insluit: Die maak en oprigting van bekisting en lossluiting oor die buig, plasing en vussit in die regte posisie van staal en beton;

staalkonstruksie, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalstuks, leers, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir instellering in gespesifieerde geboue en die vervaardiging van voorraad, masjine, draaiwerk, houtenwerk, die aanbring van golfstol, asbeststol, dakspan- en ander dakbedekking, klink- en akoestiekmat, kurk en asbestisolasie, houtatlaswerk, komposietplafonie en muurbekleding, die aanbring van proppe in mure, die bedekking van houtwerk van metaal, blokkes- en ander bevoering, met inbegrip van van bevoering van hout, kurk en rubber (en die skoor daarvan met skuerpapier), kurkdragstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vill of materiaal op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

Belange en gebied ten opsigte waarvan registrasie gehou word: Die Bouwyndery, uitgesonder elektriese instellering, wat die volgende insluit: Elektrotechniese monitoriëring en bedrading en werkzaamhede wat daarmee gepaard gaan, in die landdrosdistrikte Hopefield, Piketberg, Vredenburg en Worcester en die munisipale gebied van Moorreesburg.

Adres van die applikant waar afskrifte van besware afgelever of waaraan dit gestuurt moet word:
(a) Kantooradres: Durbanstraat 162, Worcester.

Die prosedure voorgeskryf by paragraaf (b), (c), (d), (e) en (f) van artikel 19 (2) van die Wet op Arbeidsverhoudinge, 1956, is mutatis mutandis van toepassing in verband met 'n beswaar wat ingediend word ten opsigte van hierdie aансoek om verandering van die registriesbestek van die Nywerheidsraad.

D. W. JAMES,
Nywerheidsregistrateur.
(2 August 1991)

KENNISGEWING 696 VAN 1991
DEPARTEMENT VAN POS- EN TELEKOMMUNIKASIEWESSE
WYSIGING VAN DIE TARELFYLS VIR TELEKOMMUNIKASIEDIENSTE

Hiermee word ingevoeg artikel 2B (3A) van die Postwet, 1958 (Wet No. 44 van 1958), bekendgemaak dat die Postmeester-generaal, handelende kragtens artikel 2B (1) (e) van genoemde Wet en met die goedkeuring van die Minister van Ekonomiese Koördinering en Opendure Ondernemings bepaal het dat die gelede uiteen- gesit in die onderstaande Bylase ten opsigte van die betrokke dienste geëis of ontvang moet word.
NOTICE 697 OF 1991

NOTICE OF APPLICATION FOR APPROVAL FOR THE ERECTION OF A NEW ABATTOIR IN TERMS OF SECTION 12 (1) OF THE ABATTOIR INDUSTRY ACT, 1976 (ACT NO. 54 OF 1976)

It is hereby made known in terms of section 12 (1) of the Abattoir Industry Act, 1976 (Act No. 54 of 1976), that Mr A. J. Ivy of P.O. Box 15, Munnik, 0703 has in terms of section 11 of the said Act applied to the Minister of Agriculture for approval for the erection of a new abattoir at "Bloemtuin" (828), Portion B, Munnik, 0703.

If the application is granted, the abattoir will be used for the slaughter of five units per day for supplying meat to the residents of Munnik and vicinity.

Any person intending to submit representations or objections in regard to the above-mentioned application shall forward such representations or objections to the Chairman, Abattoir Commission, Private Bag X250, Pretoria, 0001, within a period of 30 days from the date of publication of this notice and in the manner set out in the regulations published under the said Act.

Attention is invited to the provisions of regulation 11 (6) of the said regulations which require any person who submits objections to an application to the Minister to serve on the applicant concerned a copy of the document in which his objections are set out.

Note: The regulations require that objections be affirmed under oath and submitted in triplicate.
(2 August 1991)

NOTICE 698 OF 1991

DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the Building, Motor, Engineering and Allied Workers Union. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

**TABLE**

**Name of trade union:** Building, Motor, Engineering and Allied Workers Union.

**Date on which application was lodged:** 4 July 1991.

**Interest and area in respect of which application is made:** Persons employed in the undermentioned industries and undertakings in the Province of the Transvaal and the Province of the Orange Free State:

I Building Industry;
II Motor Industry;

KENNISGEWING 697 VAN 1991

KENNISGEWING VAN AANSOEK OM GOEDKEURING VIER DIE OPRIGHTING VAN 'N NUWE ABATTOIR KRAGTENS ARTIKEL 12 (1) VAN DIE WET OP DIE ABATTOIRBEDRYF, 1976 (WET NO. 54 VAN 1976)

Kennis geskied hiermee krags van artikel 12 (1) van die Wet op die Abattoirbedryf, 1976 (Wet 54 van 1976), dat mnr. A. J. Ivy van Postbus 15, Munnik, 0703, krags artikel 11 van genoemde Wet by die Minister van Landbou aansoek gedoen het om goedkeuring vir die opritging van 'n nuwe abattoir te "Bloemtuin" (828), Gedeelde B, Munnik, 0703.

Indien die aansoek toegestaan word, sal die abattoir gebruik word vir die slag van vyf eenhede per dag vir die voorsiening van vleis aan die Munnikomgewing.

Iemand wat vertoe of besware in verband met die bogenoemde aansoek wil rig, moet sodanige vertoe of besware aan die Voorzitter, Abattoirkommissie, Pri- vaatsak X250, Pretoria, 0001, rig binne 'n tydperk van 30 dae vanaf datum van publikasie van hierdie kennis- gewing en op die wyse uiteengesit in die regulasies kragtens genoemde Wet uitgevaardig.

Aandag word gevestig op die bepaleings van regulasies 11 (6) van die genoemde regulasies wat vereis dat elke vertoe of besware teen 'n aansoek aan die Minister voorli, terselfdertyd 'n afskrif van die stuk waarin sy besware uiteengesit is op die betrokke appli- kant moet bestel.

L.W.: Die regulasies vereis dat besware onder eed bevestig en in drievoud voorgelê moet word.
(2 Augustus 1991)

KENNISGEWING 698 VAN 1991

DEPARTEMENT VAN MANNEKRAG
WET OP ARBEIDSVERHOUDINGE, 1956
AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregisseur, maak ingeval artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die Building, Motor, Engineering and Allied Workers Union. Besonderhede van die aansoek word in onderstaande tabel verstrekte.

Enige geregistreerde vakvereniging wat teentdien dat die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

**TABEL**

**Naam van vakvereniging:** Building, Motor, Engineering and Allied Workers Union.

**Datum waarop aansoek ingediend is:** 4 Julie 1991.

**Belange en gebied ten opsigte waarvan aansoek gedoen word:** Persone in diens in ondervermelde nywerhede en ondernemings in die provinsie Transvaal en die provinsie die Oranje-Vrystaat:
I Bouw-nywerheid;
II Motorynwerheid;
Ill Electrical Contracting Industry;
IV Electrical Engineering Industry;
V Security Services Undertaking; and
VI Local Authority Undertaking.

For the purposes hereof the above-mentioned industries and undertakings are defined as follows:

I "Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or making articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed and the material is prepared on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparing of sites for buildings as well as the demolition of buildings:

Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaics, work, facing work in slate, in marble and in composition, drainage, slating and roof tiling, bituminous work and asphalt and sheeting;

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 the 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, including cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;

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

masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stonework and the manufacture and erection of gravestones and cemetery memorials of all types, concrete and the fixing or building of precast and/or artificial stone or marble, paving, mosaics, work, pointing, wall and floor tiling, operating stoneworking machinery, other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

III Elektrotechnische Aannemingsnywerheid;
IV Elektrotechnische Ingenieursnywerheid;
V Sekuriteitsdienstonderneming; and
VI Plaaslike Owerheidsonderneming.

Vir die doeleindes hiervan word bovermelde nywerhede en ondernemings soos volg omskryf:

"I Bounywerheid" beteken, sonder om die gewone betekenis van dit uitdrukking ingerywe te beperk, die nywerheid waarin werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltoo, op te klap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik deur die opritdienste, voltooi en/of verbouing van geboue of bouwerke, hetsy die werk verrig en die materiaal voorberei word op die terreine van die geboue of bouwerke elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat onderverdeelde met hierdie werkzaamhede of onderdelen van hierdie werkzaamhede betrokke is, met inbegrip van uitgewerks en die voorbereiding van terreine vir geboue sowel as die sloting van geboue:

Messelwerk, wat die volgende insluit: Betonning en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvul- ling, plaveiwerk, mosaiekwerk, voorwerk met leie, met marmer en met komposisie-materiaal, riolietwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating;

lakpoliteering, wat politering met 'n kwas van kussinkie en bespuiting met 'n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of ander dergelike produkte in die spannings gevorm in hout- of metaaldeure, -venters, -rame of dergelike vaste toebehore, en alle werkzaamhede wat daarmee gedaan word;

skwynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skynwerkartikels wat met sodanige toebehore gedaan word, hetsy die artikel wat gebruik word deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie, met inbegrip van rakkaste, kombuiskaste of ander kombuisvastetoebehore wat by die gebou hoort as permanente deel daarvan;

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklamebrieven (uitgesonderd elektriese toebehore wat daarmee gedaan word), en die beglasing in verband daarmee;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sier- en monument-klipwerk en die vervaardiging en oprigting van grafstene en begraafplaagsedentekens van alle soorte, betonnering en die aanbring of bou van voorafgeplante en/of kunstskil of marmer, plaveiwerk, mosaiekwerk, prikkings, muur- en vloerbetegelinge, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerp maak van klipmesselareaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
apothecary, which includes covering floors or flat and/or sloping roofs or waterproofing or damp-proofing basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatelier, 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;

metalwork, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metal work, together with the manufacture and/or fixing of drawn metalwork 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 the processes of decorating, enamelling, graining, marbling, staining, varnishing, gliding, lining, stencilling, paper-hanging, spraying, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which further includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

plastering, which includes modelling, model-making, mould-making, facing of casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, operating a flexible cutting and finishing machine, precast or artificial stonework, 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 lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, the installation of fire prevention equipment 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 fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures; steel reinforcing, which includes the making and erection of shuttering and the supervising of the bending, placing and fixing in position of steel and concrete;

asfaltering, what the following insluit: Die bedekking van vloere of plat en/of skuinsdakke of die waterdigtig of vogdigtig van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltplate met gegla-suurde of ongeglaasuurde oppervlakke, hetsy met gebruikmaking van teer, macadam, neuchatelier, limmer of enige ander tipe soliede of halfsoliede asfalt, mastiek of emulsie-asfalt of -bitumens, wat ôf warm of koud aan sodanige dakke, vloere, kelders of fondamentes aangewend word;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalventers, metaaldeur, sterr-metaalwerk, metaalframe, metaaltrappe en boumetaalwerk, tesaame met die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende prosesse insluit: Versiering, emaljering, vlamskilderlike, marmering, beitsing, vernissings, verguldiging, belyning, sjablonering, muurplakking, spuiskilderke, waspolering, distempering, atwitting, kleurkalking en houtverduursaming, en wat voorts insluit die verwydering van verf, skraping, die was en skoonmaak van geverde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Modelleerwerk, modelmakery, vormmakery, die afwerk van gietseis volgens gietvorms, dié maak en aanbring van gipsboordplafonne en vessepleister of ander komposietsmateriale, granolith- terrasso- en komposietbe-vloering, komposietmuerbedekking en -polering, die bediening van 'n Mall en Biax- of dergelike tipie verplaatsbare toller, die bediening van 'n meerdee alcohol, afwerkmashien, vooralgemegede of kunsklompwerk, muur-en vloerbetegeling, plave-ik en mosaikwerk, plaats-werk, ahoestiekspatwerk en alle prosesse wat ge- paard gaan met die volwatering van plafonne en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlastwerk, gasaanlæerwerk, sanitaire en huisingewerksuurwerk, riuilæerwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanli van warm en koue water, die installie- ring van brandvoorkomingsstoerusting en die vervaar-diging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur dié persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aan- gebring word of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volg- ende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalwense, toon- banke, skermers en binnenshuse los en vaste toebeh- ore;

staalwapening, wat die volgende insluit: Die maak en oprigting van bekisting en toesig houding oor die byg, plasing en vass in die regte posisie van staal en beton;
steel construction, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, or metal in any other form which forms part of a building or structure;

woodworking, which includes carpentry, woodworking, machining, turning, carving, the fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, the fitting of plugs in walls, the covering of woodworking with metal, block and other flooring, including wood, cork and rubber, and the sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

II “Motor Industry” means (without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956) the industry concerned with—

(a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) electrical equipment connected with motor vehicles, including radios;

(b) automotive engineering;

(c) repairing, vulcanising and/or retreading tyres;

(d) repairing, servicing and/or reconditioning batteries for motor vehicles;

(e) the business of parking and/or storing motor vehicles;

(f) the business conducted by filling and/or service stations;

(g) the business carried on mainly or exclusively for the sale of motor vehicles or of motor vehicle parts and/or spares and/or accessories (whether new or used), whether or not such sale is conducted from premises that are attached to a part of an establishment in which the assembly or repair of motor vehicles is carried out;

(h) the business conducted by motor graveyards;

(i) the business conducted by manufacturing establishments in which motor vehicle parts and/or spares and/or accessories and/or components are fabricated;

(j) vehicle body building;

(k) the sale of tractors and agricultural and irrigation equipment (not connected with the manufacture thereof).

staalkonstruksie, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuie, leërs, staalbalke, of metaal in enige ander vorm wat deel van ’n gebou of bouwerk uitmaak;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, masjinering, draaiwerk, houtsnijwerk, die aanbring van gollyfyster-, asbesteel-, dakspan- en ander dakbedekkings, klinker- en akoestiekmateriaal, kurk- en asbestisolatie, houtlakwerk, komposietplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokke- en ander bevloering, met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapijtstof en enige klas of soort linoleum wanneer dit in ’n gebou of bouwerk aangebring word, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

II “Motornywerheid” beteken (sonder om die gewone betekenis van die uitdrukking enigerwys te beperk en behoudens die bepaalings van enige afbakening van die Wet op Arbeidsverhoudinge, 1956) die nywerheid wat deel van het met—

(a) montering, oprigting, toetsing, hervervaardiging, herstelwerk, verstelwerk, opknapping, bedraading, stofering, bespuiting, verwerk en/of vernuwing uitgeoefen in verband met—

(i) onderstelle en/of bakke van motorvoertuie;

(ii) binnebrandenjins en transmissiekomponente van motorvoertuie;

(iii) elektriese uitrustings in verband met motorvoertuie, met inbegrip van radio’s;

(b) motoreenigingswerk;

(c) die herstel, vulkanisering en/of versoling van buitenbande;

(d) die herstel, versiening en/of vernuwing van batterye vir motorvoertuie;

(e) die besigheid gedryf deur ondernemings vir die parkering en/of stalling van motorvoertuie;

(f) die besigheid gedryf deur vul- en/of diensstaties;

(g) die besigheid hoofsaaklik of uitsluitlik gedryf vir die verkoop van motorvoertuie of van motorvoertuigonderdele en/of -reservewedele en/of -bybehore (hetsy nuut of gebruik), hetsy, al dan nie, sodanige verkoop geskied vanuit ’n perseel wat verbind is aan ’n gedeelte van ’n bedryfswetlik waarin die montering of herstel van motorvoertuie uitgeoefen word;

(h) die besigheid gedryf deur motorstopingsonder- nemings;

(i) die besigheid gedryf deur vervaardigingsbedryfswetlik waarin motorvoertuigonderdele en/of -reservewedele en/of -bybehore en/of komsponente vervaardig word;

(j) voertuigbouw;

(k) die verkoop van trekkers en landbou- en besproeiingsuitrusting (nie gekoppel aan die vervaardiging daarvan nie).
For the purposes of this definition—

“automotive engineering” means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishments dismantle and repair motor vehicles or not;

“motor vehicle” means any wheeled conveyance that is propelled by mechanical power (other than steam) or electrically and that is designed for haulage and/or for the transportation of persons and/or goods and/or loads, and includes a trailer and a caravan but does not include any equipment designed to run on fixed tracks, a trailer designed to transport loads of 27 273 kg or over, or an aircraft; and

“vehicle body building” means any or all of the following activities carried on in vehicle body building establishment, but does not include vehicle body building done by assembly establishments incidental to the assembly of motor vehicles:

(i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;

(ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure, and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;

(iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or any superstructure;

(vi) the building of trailers, but excluding the manufacture of wheels or axles thereof; and

(vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i) to (vi) above; and for the purposes of this definition, “vehicle” does not include an aircraft.

“Motor Industry” as defined above does not include the following:

(a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for an normally engaged in the production of metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;

(b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar services in respect of motor cars, motor lorries or motor trucks;

(c) the manufacture and/or maintenance and/or repairs of—

(i) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;

Vir die doeleindes van hierdie omskrywing beteken—

“motoringenieurswerk” die vernuwing van binne-

brandenjins of onderdele daarvan vir gebruik in motor-

voertuie in bedryfisintings waarin hoofsaaklik of uitsluitlik sodanie werk verrig word, heisly daar in sodan-

ige bedryfisintings motorvoertuie uitmekaargehaal en herstel word al dan nie;

“motorvoertuig” enige wielvoertuig wat deur mega-

niëse krag (uitgesonde stroom) of elektries aangedry-

word en wat ontwerp is vir trekvervoer en/of vir die

vervoer van persone en/of goedere en/of vragte, en

omvat dit in sleepwa en in ‘n woonwa, maar nie ook

uitrusting wat ontwerp is om op vaste spore te loop, ‘n

sleepwa wat ontwerp is om vragte van 27 273 kg of

meer te vervoer of ‘n vliegtuig nie; en

“voertuigbou” enige van of al ondervermelde

werkzaamhede wat in ‘n voertuigboubedryfisint-

rigting verrig word, maar omvat dit nie voertuigbou

derde monteerbedryfisintings verrig nie met die

montering van motorvoertuie nie:

(i) Die bou, herstel of vernuwing van kajuite en/ of

bakke en/of enige bobu vir enige tipe voertuig;

(ii) die vervaardiging of herstel van samestellende

defle vir kajuite en/of bakke en/of enige bobu, en

die montering, regstelling en installing van onderdele in

kajuite of bakke of op die bobu van voertuie;

(iii) die vassit van kajuite en/of bakke en/of enige

bobu aan die onderstel van enige tipe voertuig;

(iv) die bestrijding en/of versiering van kajuite en/of

bakke en/of enige bobu met ‘n preserveremiddel of

versierstof;

(v) die uitrus, stoffeer en afwerk van die binnekant

van kajuite en/of bakke en/of enige bobu;

(vi) die bou van sleepwaes, maar uitskroonde die

vervaardiging van wiele of asse daarvoor; en

(vii) alle bedryfwigtes wat gepaard gaan met of

voortspruit uit die werkzaamhede bedoel in paragrafe

(i) tot (vi) hierbo;

en vir die doeleindes van hierdie omskrywing omvat

“voertuig” nie ‘n vliegtuig nie.

“Motorynwerheid”, soos hierbo omskryf, omvat nie

die volgende nie:

(a) Die vervaardiging van motorvoertuigoordere

en/of -behore en/of -reservedele en/of -komponente

in bedryfisintings wat aangede is vir en gewoonlik

betrkke is by die produksie van metaal- en/of plastiek-

goedere van ‘n ander aard op aansienlike skaal, of die

verkoop van motorreservedele en -behore deur

monteerbedryfisintings vanuit sodanige bedryfis-

rigtings;

(b) die montering, bou, toetsing, herstel, regstel,

opknapping, bedrading, bespuiting, verf en/of vernu-

wing van landboutrekkers, behalwe waar dit gedoen

word in bedryfisintings wat dergelike dienste leveren,

ten oppiese van motorkarre, vragmotors of motorvrag-

waes;

(c) die vervaardiging en/of onderhoud en/of herstel van—

(i) uitrusting vir siviele en werktuigkundige inge-

nieurswerk, en/of onderdele daarvan, heisy dit op wiele
gemonteer is al dan nie;
(i) agricultural equipment or parts thereof;

(ii) equipment designed for use in factories and/or workshops:

(iii) motor vehicles or other vehicle bodies and/or parts or components thereof made of steel plate 3,175 mm thickness or thicker, when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

(iv) assembly establishments, i.e. establishments in which motor vehicles are assembled from new components on an assembly line, which includes the manufacture and/or fabrication of any motor vehicle parts or components when carried on in such establishments, but which does not include vehicle body building, except in so far as it is carried on incidental to the assembly of other than caravans and trailers.

III "Electrical Contracting Industry" means the industry in which employees and their employers are associated for the purpose of the design, preparation (other than manufacture for sale) and erection of electrical installations forming and integral and permanent part of buildings, and the repair and/or maintenance of such installations, including the cable jointing and electrical wiring associated therewith.

IV "Electrical Engineering Industry" means the industry in which employer and their employees are associated for the purpose of—

(a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above.

V "Security Services Undertaking" means the trade in which employers and their employees are associated for the purpose of guarding or protecting premises, building structures or any other fixed property, vehicles, vessels or boats or other craft and employees or other persons, and includes the depositing, withdrawal and carrying or transportation of money for or on behalf of a client, the making up thereof in specified amounts, the placing of specified amounts in envelopes and the handling over the envelopes to persons as instructed by the client, or the transportation of any other goods that have to be guarded or protected while in transit.

(ii) landbou-uitrusting of onderdele daarvan;

(iii) uitrusting bedoel vir gebruik in fabriekje en/of werkplukkantes;

Met dien verstande dat, vir die doeleindes van (i), (ii) en (iii) hierbo, "uitrusting" nie geag word motorkars, kragmotors en/of motorvragwaens te beteken nie;

(iv) motorvoertuig- of ander voertuigbakte en/of onderdele of komponente daarvan gemaak van staalplaat 3,175 mm dik of dikker, wanneer dit gedoen word in 'n bedryfsweskyni in wat aangele is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel, op aansienlike skaal, van uitrusting vir siviele en/of werkplukkundige ingenieurswerk;

(d) monteerbedryfsweskyni, d.w.s. bedryfsweskyni waarin motorvoertuie uit nuwe komponente op ontwerp, voorbereiding (uitsesbedryf die vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integreerende en permanente deel van gebeure uitmaak, en die herstel en/of onderhoud van sodanige installasies, met inbegrip van die kabelwerk en elektriese bedrading wat daarmee in verband staan.

IV "Elektryensie Aannemingswywerheid" beteken die nywerheid waarin werkgewers en hul werk- nemers met mekaar geassosieer is vir die doel van—

(a) die vervaardiging en/of motering, uit samestelling dele, van elektriese uitrusting, naamlik generators, motore, convertors, skakeltuig en beheeruitrusting (met inbegrip van reiês, kontaktes, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhittings-, kook-, bevriesings- en verkoelingsuitrusting, transformatore, ooidwesstiging en ander uitrusting waarby daar gebruik gemaak word van die werkbegin van radio- en elektroniese uitrusting, gloeilamp en elektriese kabels en huishoudelike elektriese toestelle, en dit omvat die vervaardiging van samestelde en van vooromde uitrusting;

(b) die instellering, onderhoud en herstel van die uitrusting bedoel in paragraaf (a), hierbo.

V "Sekuriteitsdienstonderneming" betekene die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om persele, bouwerke of enige ander vaste eiendom, voertuie, skepe of bote of ander vaartuie en werknemers of ander persone te bewaak of te beskerm, en dit omvat die deponering, ontrekking en wisseling of vervoer van geld vir of namens 'n kliënt, die opmaak daarvan in gespesifiseerde bedrage, die plaas van gespesifiseerde bedrage in koerante en die oorhandiging van die koe- verte aan persone soos deur die kliënt opgedra, of die vervoer van enige ander goeder wat bewaak of be- skerm moet word terwyl dit vervoer word.
VI “Local Authority Undertaking” means the undertaking in which employers and their employees are associated for instituting, continuing and finishing any act, scheme or activity which is undertaken by a local authority. “Local authority” has the same meaning as that assigned to it in section 1 of the Labour Relations Act, 1956.

Postal address of applicant: P.O. Box 97004, Presias, 0114.

Office address of applicant: First Floor, Dairymall Building, 146 Jacob Maré Street, Pretoria;

Attention is drawn to the following requirements of section 4 of the Act;

(a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(2 August 1991)

NOTICE 699 OF 1991
CENTRAL STATISTICAL SERVICE

THE HEAD: CENTRAL STATISTICAL SERVICE notifies for general information that the Consumer Price Index is as follows:

Consumer Price Index, all items (Base 1985 = 100)
June 1991 = 232.4.

(2 August 1991)

NOTICE 702 OF 1991
CUSTOMS AND EXCISE TARIFF APPLICATIONS:
LIST 29/91

The following applications concerning the Customs and Excise Tariff have been received by the Board of Trade and Industry. Any objections to or comments on these representations must be submitted to The Chief Executive Officer, Board of Trade and Industry, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the applications are those requested by the applicants and that the Board, depending on its findings, may recommend lower or higher rates of duty.

Increase in the duty on:

Electric filament lamps of 15 W or more by the substitution for the existing provisions under tariff subheadings 8539.21.40, 8539.21.90, 8539.22.50, 8539.22.90, 8539.29.55 and 8539.29.90 of the following:

VI “Plaaslike Owerheidsonderneming” beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is vir die instelling, voortsetting en afhandeling van enige handeling, skema of aktiwiteit wat deur 'n plaaslike overheid onderneem word. “Plaaslike overheid” het dieselfde betekenis as dié wat daaraan geheg is by artikel 1 van die Wet op Arbidsverhoudinge, 1956.

Posadres van aanplikant: Posbus 97004, Presas, 0114.

Kantooradres van aanplikant: Eerste Verdieping, Dairymall gebou, Jacob Maréstraat 146, Pretoria.

Die aandag word gevestig op onderstaande ver- eistes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarakegende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingediend is, en wat die lidmaatskap betref, word alleen gelede wat ingevolge arti- kel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingediend word.

D. W. JAMES,
Nynverheidsregisterateur.
(2 August 1991)

KENNISGEWING 699 VAN 1991
SENTRALE STATISTIEKDIENS

DIE HOOF: SENTRALE STATISTIEKDIENS maak vir algemene inligting bekend dat die Verbruikersprysindex soos volg is:

Verbruikersprysindex, alle items (Basis 1985 = 100)

(2 August 1991)

KENNISGEWING 702 VAN 1991
DOEANE- EN AKSYNSTARIEFAANSOEK:
LYS 29/91

Onderstaande aansoekes betrofende die Doeane- en Aksynstarie is deur die Raad van Handel en Nywer- heid ontvang. Enige beswaar leen of kommentaar op hierdie vertoë moet binne ses weke na die datum van hierdie kennisgewing aan die Hoof Uitvoerende Beampte, Raad van Handel en Nywerheid, Privaatsak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die aan- soekes genoem word, dié is wat deur die aanplikant aan- gevra is en dat die Raad, afhangende van sy bevin- dings, hoër of laer skale van reg mag aanbeveel.

Verhaging van die reg op:

Elektriese gloeilampes van minstens 15 W deur die bestaande voorstelings by tariefsbupe 8539.21.40, 8539.21.90, 8539.22.50, 8539.22.90, 8539.29.55 en 8539.29.90 te vervang deur die volgende:
<table>
<thead>
<tr>
<th>&quot;Employees&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>All employees earning R7,82 up to and including R8,31 per hour</td>
<td>21,60</td>
</tr>
<tr>
<td>All employees earning R8,32 up to and including R9,31 per hour</td>
<td>24,40</td>
</tr>
<tr>
<td>All employees earning R9,32 and more per hour</td>
<td>27,60</td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,50 per hour</td>
<td>5,40</td>
</tr>
<tr>
<td>All employees earning R2,51 up to and including R3,64 per hour</td>
<td>7,20</td>
</tr>
<tr>
<td>All employees earning R3,65 up to and including R4,64 per hour</td>
<td>9,90</td>
</tr>
<tr>
<td>All employees earning R4,65 up to and including R7,81 per hour</td>
<td>12,60</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>&quot;Werknemers&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Alle werknemers wat R7,82 tot en met R8,31 per uur verdienen</td>
<td>21,60</td>
</tr>
<tr>
<td>Alle werknemers wat R8,32 tot en met R9,31 per uur verdienen</td>
<td>24,40</td>
</tr>
<tr>
<td>Alle werknemers wat R9,32 en meer per uur verdienen</td>
<td>27,60</td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,50 per uur verdienen</td>
<td>5,40</td>
</tr>
<tr>
<td>Alle werknemers wat R2,51 tot en met R3,64 per uur verdienen</td>
<td>7,20</td>
</tr>
<tr>
<td>Alle werknemers wat R3,65 tot en met R4,64 per uur verdienen</td>
<td>9,90</td>
</tr>
<tr>
<td>Alle werknemers wat R4,65 tot en met R7,81 per uur verdienen</td>
<td>12,60</td>
</tr>
</tbody>
</table>

(2) In subclause (2), substitute the expression "31 (1) to 31 (8)" for the expression "31 (1) to 31 (9)".

(3) In subclause (3), substitute the following table:

<table>
<thead>
<tr>
<th>&quot;Employees&quot;</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>All employees earning R7,82 up to and including R8,31 per hour</td>
<td>54</td>
</tr>
<tr>
<td>All employees earning R8,32 up to and including R9,31 per hour</td>
<td>61</td>
</tr>
<tr>
<td>All employees earning R9,32 and more</td>
<td>69</td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,50 per hour</td>
<td>12</td>
</tr>
<tr>
<td>All employees earning R2,51 up to and including R3,64 per hour</td>
<td>16</td>
</tr>
<tr>
<td>All employees earning R3,65 up to and including R4,64 per hour</td>
<td>22</td>
</tr>
<tr>
<td>All employees earning R4,65 up to and including R7,81 per hour</td>
<td>28</td>
</tr>
</tbody>
</table>

(4) In subclause (4), substitute for paragraph (g) and the subsequent table:

| "(g) Provident Fund for General Workers... Column G. (h) Total amount... Column H." |

(4) In subklusule (4), vervang de uitdrukking "31 (1) tot en met 31 (8)" door de uitdrukking "31 (1) tot en met 31 (9)".

(3) In subklusule (3), vervang de bestaande tabel door de volgende:

<table>
<thead>
<tr>
<th>&quot;Werknemers&quot;</th>
<th>Per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Alle werknemers wat R7,82 tot en met R8,31 per uur verdienen</td>
<td>54</td>
</tr>
<tr>
<td>Alle werknemers wat R8,32 tot en met R9,31 per uur verdienen</td>
<td>61</td>
</tr>
<tr>
<td>Alle werknemers wat R9,32 en meer per uur verdienen</td>
<td>69</td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,50 per uur verdienen</td>
<td>12</td>
</tr>
<tr>
<td>Alle werknemers wat R2,51 tot en met R3,64 per uur verdienen</td>
<td>16</td>
</tr>
<tr>
<td>Alle werknemers wat R3,65 tot en met R4,64 per uur verdienen</td>
<td>22</td>
</tr>
<tr>
<td>Alle werknemers wat R4,65 tot en met R7,81 per uur verdienen</td>
<td>28</td>
</tr>
</tbody>
</table>

(4) In subklusule (4), vervang paragraaf (g) en die daaropvolgende tabel deur die volgende paragraaf en tabel:

| "(g) Voorsorgfonds vir Algemene Werkers... Kolom G. (h) Totale bedrag... Kolom H." |
4. CLAUSE 21: PAYMENT IN RESPECT OF ANNUAL LEAVE

Delete the existing subclause (1) (b).

5. CLAUSE 31: SPECIAL PROVISIONS IN RESPECT OF THE VARIOUS FUNDS

(1) To subclause (1) add the following paragraph (f):

"(f) Instead of paying Holiday Fund contributions over to the Secretary weekly, employers may, in the case of general workers, apply to the Council for permission to provide a guarantee, which guarantee shall be revised from time to time.

On the last day of November of each year the guarantee shall be replaced by the cash amount as stated on the guarantee.".

(2) Insert the following subclause (9):

"9. PROVIDENT FUND FOR GENERAL WORKERS

(a) The amounts paid by employers in terms of clause 20 (4) (a) of this Agreement shall be paid by the Council to the insurance company or companies with whom an agreement or agreements referred to in paragraph (b) (ii) has or have been entered into, for implementation of the objects of the Provident Fund, less a collection fee of two and a half percent, which amount shall accrue to the general funds of the Council.

(b) Objects: (i) The object of the Provident Fund shall be to provide benefits for members in case of death, disability or retirement.

(ii) The Council shall be empowered to enter into an agreement with an insurance company or companies with the object of securing benefits for members in the event of death, disability or retirement.

(c) Membership: Membership of the Provident Fund shall be compulsory for employees in the Building and Monumental Masonry Industries, Bloemfontein, who qualify for the minimum wage as prescribed in clause 4 (1) (b).

(d) Administration of the Fund: The Fund shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of paragraph (b) (ii).

4. KLOUSSULE 21: BETAAL TEN OPSIGTE VAN JAARLIEKSE VERLOF

Skrap die bestaande subklausule (1) (b).

5. KLOUSSULE 31: BESONDERE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKIEE FONDSE

(1) In subklausule (1), voeg die volgende paragraaf (f) by:

"(f) In die geval van algemene werkers kan werkgevers by die Raad aanvraag doen om, in plaas daarvan om die Vakasienfondsbydrae wekeliks aan die Sekretaris te betaal, ’n waarborg te verskaf wat van tyd tot tyd hersien word.

Op die laaste dag van November van elke jaar moet die waarborg vervang word deur die kontant soos op die waarborg bepaal.").

(2) Voeg die volgende subklausule (9) in:

"9. VOORSORGFONDS VIR ALGEMENE WERKERS

(a) Die bedrae deur werkgevers betaal kragtens klausule 20 (4) (a) van hierdie Ooreenkoms moet deur die Raad betaal word aan die versekeringsmaatskappy of -maatskappy met wie ’n ooreenkoms of ooreenkomste, in paragraaf (b) (ii) bedoel, aangegaan is vir die verwesenliking van die doelstelling van die Voorsorgfonds, min inwerkingsetting van twee en ’n half persent, en die bedrag val aan die algemene fondse van die Raad toe.

(b) Doelstelling: (i) Die doelstelling van die Voorsorgfonds is om bystand aan lede te verskaf in die geval van sterfte, ongeskiktheid of afrede.

(ii) Die Raad word gemagtig om ’n ooreenkomst met ’n versekeringsmaatskappy of -maatskappy aan te gaan met die doel om bystand vir lede te verkry in die geval van sterfte, ongeskiktheid of afrede.

(c) Lidmaatskap: Lidmaatskap van die Voorsorgfonds is verplicht vir alle werkers in die Bou- en Monumentliepimeselwerk, Bloemfontein, wat kwalifiseer vir die minimumloon voorgestel in klausule 4 (1) (b).

(d) Administrasie van die Fonds: Die Fonds word geadministreer ooreenkomstig die ooreenkomste of ooreenkomste aangegaan kragtens paragraaf (b) (ii)."
(c) Payment of benefits: Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreements entered into in terms of paragraph (b) (ii)."

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 13th day of November 1990.

B. R. BUYS,
Vice-Chairman of the Council.
T. J. MYNHARDT,
Member of the Council.
A. C. M. VAN VUUREN,
Secretary of the Council.

No. R. 1798
2 August 1991

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG): AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1992, upon the employers and the trade unions which entered into the Amending Agreement and upon the employees who are members of the said unions.

E. VAN DER M. LOUW,
Minister of Manpower.

No. R. 1798
2 Augustus 1991

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID (RUSTENBURG): WYSIGING VAN HOOFDOORENKKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens Artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaalings van die Ooreenkom (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1992 eindig, bindend is vir die werkgewer en die vakverenigings wat die Wysigingsooreenkom aangegaan het en vir die werknemers wat lede van genoemde verenigings is.

E. VAN DER M. LOUW,
Minister van Mannekrag.

No. R. 1799
2 August 1991

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY, RUSTENBURG: RENEWAL OF MAIN AGREEMENT


E. VAN DER M. LOUW,
Minister of Manpower.

No. R. 1799
2 Augustus 1991

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID, RUSTENBURG: HERNUIWING VAN HOOFDOORENKKOMS


E. VAN DER M. LOUW,
Minister van Mannekrag.
a manager who, in terms of the Participation Bonds Act, 1981 (Act No. 55 of 1981), controls or administers a scheme.

Interests and area in respect of which registration is held: Persons employed in the Financial Institution Undertaking as defined in the preceding paragraph in the Republic of South Africa.

Note: The object of this application is to substitute the expression "any institution registered in terms of the Deposit-taking Institutions Act, 1990 (Act No. 94 of 1990)" for the expression "a banking institution registered in terms of the Banks Act, 1965 (Act No. 23 of 1965)" in the applicant's certificate of registration. The reason being that the Banks Act of 1965 has been replaced by the Deposit-taking Institutions Act of 1990.

Postal address of applicant: P.O. Box 31537, Braamfontein, 2017.

Office address of applicant: 97–99 Simmonds Street, Braamfontein, Johannesburg.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall, in terms of section 4(4), as applied by section 7(5), be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1(2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4(2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(9 August 1991)

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NOTICE 719 OF 1991
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4(2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the Artisans and Allied Workers' Union. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

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KENNISGEWING 719 VAN 1991
DEPARTEMENT VAN MANNEKRAG
WET OP ARBEIDSGEWOONDE, 1956
AANSOEK OM REGISTRASIE VAN 'N VAKVERENING

Ek, David William James, Nywerheidsregistrator, maak ingevolge artikel 4(2) van die Wet op Arbeidsverhuizinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakverening ontvang is van die Artisans and Allied Workers' Union. Besonderhede van die aansoek word in onderstaande tabel verstrekt.

Enige geregisterde vakverening wat teen dié aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001.)
<table>
<thead>
<tr>
<th>TABLE 33</th>
<th>TABEL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of trade union:</strong> Artisans and Allied Workers’ Union.</td>
<td><strong>Naam van vakvereniging:</strong> Artisans and Allied Workers’ Union.</td>
</tr>
<tr>
<td><strong>Date on which application was lodged:</strong> 12 April 1991.</td>
<td><strong>Datum waarop aanvraag ingediend is:</strong> 12 April 1991.</td>
</tr>
<tr>
<td><strong>Interest and area in respect of which application is made:</strong> All persons employed in the Building Industry in the Magisterial Districts of Port Elizabeth and Uitenhage.</td>
<td><strong>Beloenge en gebied ten opzichte waarvan aanvraag gedoen word:</strong> Alle persone in diens in die Bouwerneverheid in die landdrosdistrikte Port Elizabeth en Uitenhage.</td>
</tr>
<tr>
<td>For the purposes hereof “Building Industry” means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all the work executed or carried out therein by persons who are engaged in the following trades, activities or sub-divisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings:</td>
<td>Vir die doeleindes hiervan beteken “Bouwerneverheid” die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, te op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouwing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgeoefen of verrig word deur persone wat by ondervolgende ambagte, bedrywighede of onderafdelings daarvan betrokke is en alle werk verbonden aan die bedrywighede van ‘n werk- gewer in verband met die oprigting van ‘n gebou, met inbegrip van die sloping van geboue:</td>
</tr>
<tr>
<td><strong>Asphalting</strong>, which includes covering floors or flat and/or sloping roofs or waterproofing or damp-proofing basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or neuchatel, unglazed surfaces, whether or not using tarmacadam, 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;</td>
<td><strong>Asfaltering</strong>, wat die volgende insluut: Die bedekking van vloere of plat en/of skuins dakke of die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide roldekbedekking of asfaltvelle met geglazuurde of ongeglazuurde oppervlakte, hetsy met gebruiksmaking van teermacadam, neuchatel, limmer of enige ander tippe soliede of halfsoliede asfalt, mastiek of emulsieasfalt of -bitumen, wat of warm of koud aan sodanige dakke, vloere, kelders of fondamente aangewend word;</td>
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<tr>
<td><strong>bricklaying</strong>, which includes concreting and the fixing of interlocking concrete block without mortar under supervision, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling;</td>
<td><strong>messelwerk</strong>, wat die volgende insluut: Betonnering en die aanbring van grondelbetonblokke sonder mes- selkie, onder toesighouding, die beteeljing van mure en vloere, voegvulling, plaatwerk, mosiwerk, voorwerk met leie, met marmer en met komposisiemateriaal, riolitwerk, leiwerk en pandekking;</td>
</tr>
<tr>
<td><strong>flooring</strong>, which includes the laying of floors of wood, composition, rubber or any other material, and the sandpapering of same, and the laying of all types of floor covering including linoleum, inlaid line, matthold, asphalt tiles or asphalt-based floor coverings, cork, rubber and plastic compositions: Provided that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer;</td>
<td><strong>bovloering</strong>, wat die volgende insluut: Die lê van vloere van hout, komposisiemateriaal, rubber of enige ander materiaal, en die skuur daarvan met skuurpapier, en die lê van alle tippe vloerbedekking, met inbegrip van linoleum, inleglinoleum, matthold, asfalteels of vloerbedekkings met ‘n asfaltbasis, kerk, rubber en plastiek- komposies: Met dien verstande dat die lê van linoleum deur ‘n verskaffer wie se vernaamde besigheid in die Komersiële Distribusiebedryf is, uitgesluit is van hierdie omskrywing wanneer sodanige lêwerk gespaard word en die verkoping van sodanige linoleum en nie deel uitmaak van die klant se direkte koste nie;</td>
</tr>
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<td><strong>french polishing</strong>, which includes polishing with a brush or pad and spraying with any composition;</td>
<td><strong>lakpolitingoer</strong>, wat politiong met ‘n kwas of kussin- kie en bespuiting met ‘n komposisiegestof insluut;</td>
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<td><strong>glazing</strong>, which includes the cutting, bedding and facing of glass, excluding the making of lead lights and stained glass windows;</td>
<td><strong>beglasing</strong>, wat die volgende insluut: Die sny, vassat en afwerk van glas, uitgesonderde die maak van ruil- in-lood en brandskildervensterte;</td>
</tr>
<tr>
<td><strong>joinery</strong>, which includes the machining and fixing of wooden doors and windows, skylights, cupboards or any other wooden fixtures which form a permanent part of a building, and the manufacture of all articles of joinery, whether or not the fixing in the building or structure is done by the person making or preparing the article used;</td>
<td><strong>skrynwerk</strong>, wat die volgende insluut: Die masjiening en aanbring van houtdeure en -vensters, dekligte, kaste of enige ander vaste houttoebehore wat ‘n permanente deel van ‘n gebou uitmaak, en die vervaardigi- ning van alle skrynwerkartikels, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;</td>
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masonry, which includes stone cutting and building, also the cutting and building of ornamental stonework, concreting and the fixing or building of pre-cast or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery and sharpening mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs, and architectural metal work and the preparation and/or fixing of drawn metal work, sheet-metal 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 the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paperhanging, spraying, wax-polishing, distempering, lime and colour washing, and woodwork preservation, and which also includes paint removal, the scraping, washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

plastering, which includes modelling, granolithic and composition flooring, fixing cork, composition wall covering and polishing, pre-cast or artificial stone-work, wall and floor tiling, and paving and mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, bitumen jointing, gasfitting, sanitary and domestic engineering, drainlaying, lead caulking, ventilating, heating, hot or cold water fitting, the installation of fire-prevention equipment, fixing asbestos box gutters, valley gutters, eaves gutters and down pipes, 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;

saw doctoring, which includes the sharpening and setting, hammering, tensioning, gulleting and rolling of types of circular saws, bandsaws and other saw blades, including the brazing or welding of bandsaws;

shop, office and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

steel reinforcing on site, which includes the marking out, bending, placing and fixing of reinforcing on the site;

steel construction, which includes the fixing and priming and painting on the site of all classes of steel or other metal columns, girders, steel joists, or metal in any other form which forms part of a building or structure;

klipmessoelwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sier klipwerk, betonnering en die aanbring of bou van voorafgegaste of kunstklip of marmer, hoeswerk, mosaiwerk, prikking, muur- en vloertegeling, die bediening van klipwerkmasjienery en die skerpmeka van klipmessoelwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie; metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalarme en metaaltrappe, en buymetaalwerk, en die voorbereiding en/of aanbring van getrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie; verfwerk, wat die volgende prosesse insluit: Versiering, emaljing, vlamskilderwerk, marmeren, betising, vernimming, verguldings, belyning, sibionemjoring, muur- en plaklakkering, waspolerwerk, distempering, afwitting, kleurkaalkuing en houtverduursaming, en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geverifieerde of gedistempeerde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan; pleisterwerk, wat die volgende insluit: Modellierwerk, granoliet en komposiebevloering, die aanbring van kurt, komposiemuurbedekking en -polering, voorafgesi of kunstklipwerk, muur- en vloertegeling en plavei- en mosaiwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie; loodgieterswerk, wat die volgende insluit: Loodlasmwerk, bitumenlasmwerk, gasaaltelwerk, sanitaire en huissanitaire werk, plooiwerk, laakalfwerk, ventielwerk, verwarmingswerk, die aanbring van asbeeskage, kleiakte, dakakte en geutype en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie; saagstelwerk, wat die volgende insluit: Die slyp en set, klop, spanningstelling, uithol en wals van hubsirkels, bandsae en ander saagiemme, met inbegrip van die siewselsordering of siewing van bandsae; winkel-, kantoor- en bankuitsrigingswerk, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, versterforskrings, uitstallings, leenbankes, skermes en binnenshuise los en vaste toebehore; saaliwapening, op die terrein, wat die volgende insluit: Die merk, buig, plasing en aanbring, op die terrein, van wapening; saalkonstruksie, wat die volgende insluit: Die aanbring en die verf van die gronde en bolag, op die terrein, van alle klasse staal- of ander metaalselde, leers, saalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;
woodworking, which includes carpentry, woodworking, machining, carving, the fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood shingles and all types of metaloid, thatching and all types of roof covering, wood lathing, composition ceilings and wall covering, the covering of woodworking with metal, and rodent proofing, whether or not the fixing is done by the person making or preparing the article used.

Postal address of applicant: P.O. Box 3799, North End, 6056.
Office address of applicant: 365 Kempston Road, Korsten.

Attention is drawn to the following requirements of section 4 of the Act:
(a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership in concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.
(b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(9 August 1991)

NOTICE 720 OF 1991
DEPARTMENT OF MINERAL AND ENERGY AFFAIRS
RESERVATION OF LAND FOR THE PURPOSES OF A PUBLIC ROAD

The Mining Commissioner for the Mining District of Johannesburg has, in terms of section 179 (1) (b) of the Mining Rights Act, 1957 (Act No. 20 of 1957), reserved for the purposes of a public road a strip of proclaimed land on the farm Vogelstuisfontein 231 IQ, District of Roodepoort, Mining District of Johannesburg, Province of the Transvaal, as shown on a sketch plan copies of which have been filed under RMT R23/91 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Johannesburg.

(9 August 1991)

NOTICE 721 OF 1991
DEPARTMENT OF MINERAL AND ENERGY AFFAIRS
RESERVATION OF LAND FOR THE PURPOSES OF A PUBLIC ROAD

The Mining Commissioner for the Mining District of Johannesburg has, in terms of section 179 (1) (b) of the Mining Rights Act, 1957 (Act No. 20 of 1957), reserved for the purposes of a public road a strip of proclaimed land on the farm Paardekraal 226 IQ, Klipspruit 318 IQ, Diepkloof 319 IQ and Hospitala 230 IQ, Districts of Roodepoort and Johannesburg, Mining District of Johannesburg, Province of the Transvaal, as shown on a sketch plan copies of which have been filed under RMT R31/91 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Johannesburg.

(9 August 1991)

NOTICE 722 OF 1991
DEPARTMENT OF MINERAL AND ENERGY AFFAIRS
RESERVATION OF LAND FOR THE PURPOSES OF A PUBLIC ROAD

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, masjinerie, houtsnijwerk, die aanbring van gofyster, kland- en akoestiekmateriaal, kurk- en asbesisolation, houtskap-en alle tipies malle- hood, dekgras en alle tipies dakbedekking, houtlaitwerk, komposiesplaat en muurbekedding, die bedekking van houtwerk met metsel, en rolding, hetso die art- kel wat gebruik word, deur die person wat dit gemaak of voorberei het, aangebring word of nie.

Posadres van aanvuller: Posbus 3799, Noordeinde, 6056.
Kantoordres van aanvuller: Kempstonweg 365, Korsten.

Die aandag word gevestig op onderstaande ver- eistes van artikel 4 van die Wet:
(a) Die mate waarin 'n beswaarmakende vakkere- nisie vergenoeg wiegens deur ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingediend is, en wat die lidmaatskap betref, word alleen lede wat ingevolge arti- kel 1 (2) van die Wet op voorvermeld datum volwaardige lede was, in aanmerking geneem.
(b) Die prosedure voorgestel deur subartikel (2) moet gevolg word in verband met 'n beswaar wat ingediend word.

D. W. JAMES,
Nvwerhedsregistrateur.
(9 August 1991)

KENNISGEWING 720 VAN 1991
DEPARTEMENT VAN MINERAAAL- EN ENERGIESAKE
UITHOU VAN GROND VIR DIE DOELEINDES VAN 'N OPENBARE PAD

Die Mynkommissaris vir die myndistriek Johannesburg het 'n strook geopklaarme grond op die plaas Vogelstuisfontein 231 IQ, distrik Roodepoort, myn- distriek Johannesburg, provinsie Transvaal, soos ge- toon op 'n sketskaart waarvan afdrukke onder RMT R23/91 in die Mynbriedekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Johannesburg, bewaar word, kragtens artikel 179 (1) (b) van die Wet op Mynregte, 1957 (Wet No. 20 van 1957), vir die doelein- des van 'n openbare pad uitgehou.

(9 August 1991)

KENNISGEWING 721 VAN 1991
DEPARTEMENT VAN MINERAAAL- EN ENERGIESAKE
UITHOU VAN GROND VIR DIE DOELEINDES VAN 'N OPENBARE PAD

Die Mynkommissaris vir die myndistriek Johannesburg het 'n strook geopklaarme grond op die plese Paardekraal 226 IQ, Klipspruit 318 IQ, Diepkloof 319 IQ en Hospitala 230 IQ, distrikte Roodepoort en Johannesburg, myndistriek Johannesburg, provinsie Transvaal, soos getoon op 'n sketskaart waarvan afdrukke onder RMT R31/91 in die Mynbriedekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Johannesburg, bewaar word, kragtens artikel 179 (1) (b) van die Wet op Mynregte, 1957 (Wet No. 20 van 1957), vir die doelein- des van 'n openbare pad uitgehou.

(9 August 1991)
South African engineers in civil unions.

By Mike Motshapa

Photograph by N.A. Moremi

The signing ceremony (seated from left): Mr. R.A. Mabuza, Mr. E.W. Magona (BCAWU), and Mr. E.W. Mogane (BCAWU).
More building industry layoffs on the cards

Business Staff

There will be further retrenchments in the building industry in the short term but this trend will decelerate, the Building Industries Federation (Bifs) has forecast.

In its Building Review for July, Bifs notes that employment in the industry has declined from 261,000 in 1989 to 244,000 this year.

The review states that opinion surveys conducted among Bifs members indicate the ongoing recession is forcing contractors and sub-contractors to cut back their labour forces.

It says the current recession in the building industry is "markedly less severe" than the previous one in 1985 and 1986.

Bifs forecasts an average inflation rate of 15 percent for 1991.

Operators in the residential sector continue to report difficult business conditions.

"Particular reference is made to the negative impact which the high mortgage rates and building materials price inflation are having on the affordability of housing and thus building demand," the report says.

"The unstable social and political conditions in the low income housing market have brought about a significant slowdown of building activity in this sector of the market."

Bifs anticipates building costs will increase by 10 to 12 percent this year while the introduction of VAT next month could result in a slightly higher increase.

The weakening in the spending ability of consumers and the continued tight monetary policy would keep retail sales at a low level for quite some time, Sanlam says in its latest economic survey.

Retailers in durable and semi-durable goods, in particular, were experiencing exceptionally difficult business conditions.

The downturn in the economy had lasted for almost 29 months, the survey said. This was considerably longer than the average of 17 months for downward phases since the beginning of the Forties.

Turning to inflation Sanlam said that the tax adjustments announced by the Minister of Finance on August 21 would result in the consumer price index rising less in the short term than would otherwise have been the case.

"All in all, we foresee that the inflation rate — after the tax adjustments — will be just over 14 percent by the end of the year. For 1991 as a whole we estimate a figure of between 14.5 percent and 15 percent. This could decline to an average rate of about 15 percent in 1992."

Long-term interest rates were envisaged to fluctuate around present levels in the next few months.
STAAATSKOERANT, 30 AUGUSTUS 1991

No. R. 2121

LABOUR RELATIONS ACT, 1956

CIVIL ENGINEERING INDUSTRY: AMENDMENT OF ORDER


E. VAN DER M. LOUW,
Minister of Manpower.

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No. R. 2121

WET OP ARBEIDSVERHOUDINGE, 1956

SIVIELE INGENIEURSNYWERHEID: WYSIGING VAN ORDER


E. VAN DER M. LOUW,
Minister van Mannekrag.

A developer has been charged with the construction of a large office building on the site of a former hospital. The developer, who was previously involved in the construction of a similar project, has faced numerous challenges in obtaining funding for the project.

In order to secure funding, the developer has had to negotiate with several different banks and financial institutions. The developer has also had to deal with a number of regulatory issues, including zoning and building codes.

The developer has been working closely with a team of engineers and architects to ensure that the project is completed on time and within budget. Despite the challenges, the developer remains committed to completing the project successfully and on schedule.
Natal building firms hit by strike action

LABOUR strife has hit the Natal building industry following disagreement between employers and the workers over pension pay-outs on retrenchments.

Mr Bheki Khumalo, general secretary of the Black Allied Workers' Union, of whom about 1000 members are on strike at three plants in Durban said yesterday that the union would be meeting other unions in the industry at the weekend to discuss this.

Construction plants that were affected by the strike are LTA Construction, Aquila Construction and Acier-Beton Construction, he said.

Khumalo said there were widespread retrenchments in the building industry and workers were not paid their pension when they were retrenched.

Instead they were told to wait for periods of five years, he said.

Strikers at Aquila Construction were served with an Industrial Court order yesterday preventing them, among other things, from intimidating other workers, he said.

Workers had been dismissed at LTA Construction and Aquila Construction.

Khumalo said that the union would challenge the dismissals in court.

A spokesman for LTA Construction was not available for comment and a partner at Aquila, Mr G Reardon confirmed yesterday that they had fired all the workers as he could not make any sense of their demand.

Acier-Beton Construction's managing director, Mr Malcolm Lawton was not available for comment.

The strike by workers at Acier-Beton has delayed the finishing touches to the new R2.7-million junior primary school at Durban's Girl's College, which was to be officially opened on Old Girls' Day this Saturday.
Impasse ends in protest march

SAPA

THE Construction and Allied Workers Union in the Southern Transvaal will hold a protest march in Johannesburg on Wednesday.

Cawu said in a statement that the protest march was in response to a deadlock in wage negotiations with the Industrial Council for the Building Industry.

The protesters will march to the Master Builders Association office in Commissioner Street.

The union has demanded an across the board increase of R1.72 an hour as well.
Success lies with labour force, conference told

THE role and future of the building and related industries in the 90s was the focus of a recent SA Building Industries Federation Congress at the Wild Coast Sun.

A number of scenarios for the industry were outlined, and delegates examined and commented on these at a workshop at the end of the congress.

In his keynote address, Group Five executive chairman Peter Clogg said the SA construction industry could face a 25% drop in turnover in the foreseeable future, but considerable improvements in the output of the industry's labour force were possible.

"While other industries can computerise and mechanise, contracting is likely to remain a labour-intensive business in which traditional methods, and the traditional reliance on labour, remain," he said.

While trade union activity was often blamed for low outputs, the root of the problem lay in a lack of management involvement with labour.

He also outlined some of the qualities that would characterise the construction manager capable of surviving the '90s, a period that was likely to be extremely tough for the building industry.

"Although technical skill is important, it is not as high on the list as motivation and a zest for the job. Good managers learn to work with the strengths of their men and are not frustrated by their weaknesses," Clogg said.

Although construction MDs needed to be involved in all tendering, they had to learn when to step back and leave the final tender decisions to those they had chosen as managers.

He stressed the importance of ensuring that the client's payments were guaranteed and the money was collected in good time. Contractors also had to ensure that contracts were not tampered with by clients, and they had to keep the plant efficient.

"A further danger will be the type of trading operation that plays off the lower bidders on a contract against one another to get still better prices.

"Some of us have become quite good at this type of bargaining out of necessity, but in the end it is bad for the industry because it leads to unrealistic prices," Clogg said.

Fedsure group CE Arnold Basserabe followed the same line in his address, saying one of three strategies should be applied by builders, subcontractors and suppliers to create a defendable position for themselves in the '90s.

The first was cost leadership — achieving costs lower than those of the opposition.

The second was differentiation, or the creation of products or services that offered something better or different. This would allow prices to be above the average.

The third option was focus strategy, where a particular market was targeted. "One of these strategies has to be selected. If companies try to play in two or more fields, their profits are likely to be adversely affected," Basserabe said.

Lisa MD Johann Nel said black advancement had become essential in South African business. "Unless blacks move into management, SA will run out of managers."

The ratio of managers to workers was already 1:60, compared with 1:10 in Japan, and would rise to 1:120 by the year 2000.

If management showed an unequivocal, unambiguous commitment to change and reform, their employees would come to share their vision, he said.
The executive director of the Building Industries Federation of South Africa, Mr Neil Fraser, has spelled out clearly what the housing programme would mean to the construction industry in South Africa.

This is likely to provoke serious discussion in Government and building circles.

He said this when he presented a detailed "reply" to the Nedcor/Old Mutual proposal for a housing orientated kick-start to the economy at the Bifsa’s congress this week.

Solutions

One of the solutions proposed for the current recession by Nedcor/Old Mutual is that 200 000 low cost houses be built a year for three years - and that 400 000 plots be serviced and one million houses electrified annually for the same period.

Fraser based his analysis on a typical house of 42,25sq m. This would have two bedrooms, a living room/kitchen and a bathroom. The roof would be pitched and could be covered with a variety of roof finishings, dependent on the ultimate cost level being targeted.

He said that while such a house was too sophisticated for the very income earners, it was within the affordable levels of many others and represented an average demand.

The analysis included a complete programme for the operation, based on completing 80 houses country-wide each working hour. Bifsa have programmed the building of single houses at 18 days a house, exclusive of site clearing and electrical reinstallation.

One of the most impressive aspects of the envisaged programme is the large number of people to whom it would give employment. The Bifsa analysis shows that some 55 000 people would be employed as supervisor, skilled operators, semi-skilled and unskilled workers to provide the services and civil engineering facilities.

Force

In addition, a total labour force of over 90 000 people, including 4 000 supervisors, would be employed on the building work. The majority of the workforce would be semi-skilled. At least 800 small companies could be established as a result of the programme.

He pointed out that the manufacturer of the materials required would provide many thousands of more jobs and promote small businesses.
KENNISGEWING 1058 VAN 1991

DEPARTEMENT VAN HANDEL EN NYWERHEID

Hiermee word kennis gegee dat die volgende promessie uitgereik deur die Departement van Handel en Nywerheid aan Wyko Bearings & Electronics (Pty) Ltd soos hieronder uiteengesit, verlore geraak het:

Promessie uitgereik aan Wyko Bearings & Electronics (Pty) Ltd

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Na datum van publikasie word bogenoemde promessie as gekanseelere beskou. Indien die promessie gevind sou word, moet dit asseblief aan die Departement van Handel en Nywerheid, Privaatsak X84, Pretoria, 0001, teruggestuur word.

(8 November 1991)

KENNISGEWING 1059 VAN 1991

DEPARTEMENT VAN HANDEL EN NYWERHEID

Hiermee word kennis gegee dat die volgende promessie uitgereik deur die Departement van Handel en Nywerheid aan Embassy Exports (Pty) Ltd soos hieronder uiteengesit, verlore geraak het:

Promessie uitgereik aan Embassy Exports (Pty) Ltd

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</tbody>
</table>

Na datum van publikasie word bogenoemde promessie as gekanseelere beskou. Indien die promessie gevind sou word, moet dit asseblief aan die Departement van Handel en Nywerheid, Privaatsak X84, Pretoria, 0001, teruggestuur word.

(8 November 1991)

KENNISGEWING 1060 VAN 1991

SUID-AFRIKAANSE RESERWEBANK

ARTIKEL 30 (a) VAN DIE WET OP DEPOSITO- NEMENE INSTELLINGS, 1990

VOORLOPIEGE REGISTRASIE: FUTUREBANK BEPERK

Hierby word vir algemene inligting bekend gemaak dat Futurebank Beperk op 21 Oktober 1991 voorlopig as 'n depositieremende instelling geregistreer is

(8 November 1991)

KENNISGEWING 1063 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die Construction and Allied Workers Union of South Africa. Besonderhede van die aansoek word in onderstaande tabel verstrek.
Enige geregistreerde vakvereniging wat teen die aanvraag beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennis- gewing py beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatzaak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: Construction and Allied Workers Union of South Africa.

Datum waarop aanvraag ingediend is: 24 September 1991.

Belange en gebied ten opsigte waarvan aanvraag gedoen word: Alle persone in diens in ondervermelde nywerhede in die landdistrictes George, Humansdorp, Jansenville, Kirkwood, Knysna, Oos-Londen, Port Elizabeth, Queenstown en Uitenhage:

1. Bouw nywerheid;
2. Keramieknywerheid;
3. Siviele Ingenieursnywerheid;
4. Sementproduktenywerheid;
5. Sementnywerheid;
6. Swarkel-en Verwante Produktyenywerheid;
7. Klipvergrijsingsnywerheid;
8. Houtverwerkingsnywerheid; en

Vir die doeleindes hiervan word bovermelde nywerhede soos volg omskryf:

1. "Bouw nywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue of bouwerke (op die geboude van geboue) op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die opritting, voltooiing of verbouing van geboue of bouwerke, waar die werk verry en die materiaal voorberei word op die terreine van die geboue of bouwerke, en dit omvat alle werk wat daarin uitgevoer of verrig word deur persone wat betrokke is by ondervermelde bedrywighede of onderdeelings daarvan, met inbegrip van opgrawings en die voorbereiding van terreine vir geboue aasook die sloping van geboue:

(a) Asfaltering, wat die volgende insluit: Die bedekking van vloere of plat en/of skuin dakke, of die waterdikting of vogdigting van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltvlei met geëgaliseerde oppervlakte, hetsy met gebruikmaking van teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastiek of emulsiesaalt of -bitumens, wat ôf warm of koud aan sodanige dakke, vloere, kelders of fondamente aangewend word;

(b) messeswerk, wat die volgende insluit: Betonneerings en die aanbring van betonblokke, -blaasies of -plate en gladstene, die beteeeling van mure en vloere, voegvulling, plaveiwerk, mosaliewerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioliewerk, leiewerk en pandekking, bitumenwerk, asfaltering en beplating;

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: Construction and Allied Workers Union of South Africa.

Date on which application was lodged: 24 September 1991.

Interests and area in respect of which application is made: All persons employed in the undermentioned industries in the Magisterial Districts of East London, George, Humansdorp, Jansenville, Kirkwood, Knysna, Port Elizabeth, Queenstown and Uitenhage:

1. Building Industry;
2. Ceramics Industry;
3. Civil Engineering Industry;
4. Cement Products Industry;
5. Cement Manufacturing Industry;
6. Heavy Clay and Allied Products Industry;
7. Stonecrushing Industry;
8. woodworking Industry; and

For the purposes hereof the above-mentioned industries are defined as follows:

1. "Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures (which are in the nature of buildings), and/or making articles for use in the erection, completion or alteration of buildings or structures, where the work is performed and the material is prepared on the sites of the buildings or structures, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparing of sites for building, as well as the demolition of buildings:

(a) Asphalting, which includes covering floors or flat and/or sloping roofs, or waterproofing or damp-proofing 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;

(b) bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, tiling walls and floors, pointing, paving, mosaic work, facing work in stone, in marble and in composition, drainlaying, slating and roof tiling, bituminous work and asphalt and sheeting;
(c) lakpolitoering, wat politoering met 'n kwas of kussen en bespuiting met 'n komposieslui stof insluit;

(d) beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelijke produk de in die spionner gevorm in hout- of metaaldeure, -vensters of dergelijke vaste toebehore, en alle werkzaamhede wat daarmee gepaard gaan;

(e) skynwerk, wat die volgende insluit: Die aanbring van houttoebehore en die vervaardiging van alle skynwerkartikels wat met sodanige toebehore gepaard gaan, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring of nie, met inbegrip van raakste, kombuiskaste of ander kombuisvaste toebehore wat by die gebou hoort as permanente deel daarvan;

(f) ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruitte in lood en/of ander metaal en van reklamebrie (uitgesonder elektriese toebehore wat daarmee gepaard gaan) en die beglasing in verband daarmee;

(g) kipmesselfwerk, wat die volgende insluit: Klipkap-en klipbouwerk, ook die kap en bou van sier- en monu mentkipwerk en die vervaardiging en oprichting van graffstene en begrafplaasgedenkstens van alle soorte, betonnering en die aanbring of inbo in van voorafge giete en/of kunstclip of marmer, plaseiswerk, mosaiek werk, prikkies, muur- en vloerbetegeling, die bediening van klipwerkmaasjerie, uitgesonder klippoliereasjerie, en die skerpmeka van klipmesselflaaggereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring of nie;

(h) metaalwerk, wat die volgende insluit: Die aan bring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaalfrappe en bou metaalwerk, tesa met die vervaardiging en/of aan bring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring of nie;

(i) verlwerk, wat die volgende prosesse insluit: Versiering, emaillering, vlamskildering, marmering, blet sing, vernissering, vergulding, belyning, sjablonering, muurplakkering, spuitkleding, waspolering, distem pering, afwetting, kleurkalking en houtverduursel, en wat ook insluit die verwydering van verf, die skrap ing, was en skoonmaak van geverfde of gedistem perde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse vooraf gaan;

(j) pleisterwerk, wat die volgende insluit: Modellerwerk, modermakery, vormmakery, die afwerking van gietels volgens gietvorms, die maak en aanbring van gipsbordplafonne en veselpleister of ander komposi siemateriaal, granolith-, terrasso- en kosmose bevolering, komposiesmuurbedekking en -polering, die bediening van 'n Mall en Biax- of dergelijke tipe verplaasbare tolle en meerdergatige sny- en afwerkma sjiere, voorafgiete of kunstgietwerk, muur- en vloerbete geleiding, plavei- en mosaikwerk, plaaggaaswerk, akoestiekspuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring of nie;

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

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

(e) 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, including cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;

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

(g) masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stonework and the manufacture and erection of gravestones and cemetery memorials of all types, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

(h) metalwork, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metalwork, together with the manufacture and/or fixing of drawn metalwork 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;

(i) painting, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gliding, fanning, stencilling, paperhanging, spraying, wax-polishing, distempering, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing, and cleaning are preparatory to any of the said processes;

(j) plastering, which includes modelling, model making, mould-making, facing of casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, and flexible cutting and finishing machines, precast or artificial stonework, 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;
(k) loodgieterswerk, wat de volgende insluits: Lood- 
laswerk, gasaanlæwenk, sanitære en huisingenieurs-
werk, rioolwerk, kalkwerk, ventilatiewerk, verwarm-
ingswerk, dat aan af warm en koude water, die 
installering van brandvoorkomingsstoerusting en de 
vaardiging en aanbrag van alle plaatmetaalwerk, 
hetsy die artikel wat gebruik word, deur die persoon wat 
dit gemaak of voorberei het, in die gebou of bouwerk 
aangebring word of nie; 

(l) winkel-, kantoor- en bankuitrusingswerk, wat de 
volgende insluits: Die vervaardiging en/of aanbrag van 
winkelfronte, vensterafskortings, uitstalakaste, toon-
banke, skerms en binnenshuiise los en vaste toebe-
hore; 

(m) staalkaping, wat die volgende insluits: Die 
maak en oprigting van bekisting en toegshouding oor 
die buig, plaats en vasselt in die regte posisie van staal 
et beton; 

(n) staalkonstruksie, wat die volgende insluits: Die 
aanbring van alle klasse staal- of ander metaalsnelle, 
lêers, staalbalke, of metaal in enige ander vorm wat 
deel uitmaak van 'n gebou of bouwerk; 

(o) houtwerk, wat die volgende insluits: Timmerwerk, 
houtbewerking, masjinering, draaiwerk, houtsnijwerk, 
die aanbrag van golfyfer-, asbesteboel-, daksane- 
- en ander dakbedekkings, klank- en akoestiekmateriaal, 
kurk- en asbestisolasie, houtlatwerk, komposietplaa-
fonne en muurbedekking, die aanbrag van prope in 
mure, die bedekking van houtwerk met metaal, blok-
kies- en ander bevloering, met inbegrip van bevloering 
met hout, kurk en rubber (en die skuur daarvan met 
skuurpapier), kurk tapijtstof en enige klas of soort lino-
leum wanneer dit in 'n gebou of bouwerk aangebring 
word, hetsy die artikel wat gebruik word, deur die 
persoon wat dit gemaak of voorberei het, in die gebou 
et bouwerk aangebring word of nie. 

2. "Keramieknywerheid" betekenis die nywerheid 
waarin werkgevers en hul werknemers met mekaar 
geassocieer is vir— 

(a) die vervaardiging of enige of meer van die 
volgende artikels: Elektriese proselinsulator pub- 
boore, porseleinware, erdegoed, pottebakersware, 
oordware, witt of gekleurde glasuur sanitêre ware, labo-
ratoriumstoerusting, bakkametoosbeheer, muurteëls of 
vloerteëls (uitgesonderd steengroefteëls), wat in die 
vervaardigingsproses verhard word deur dit in 'n oond 
boek of deur middel van enige ander hitteproses en 
wat van klei gemaak is of waarvan klei of enige ander 
hittebestande of -isolerende minerale, erts of materiaal 
of 'n kombinasie van klei en enige sodanige ander 
materiaal, erts of materiaal die hoofbestanddeel uit-
maak; 

(b) die ekstraksie, ontginning, winning of bereiding 
die klei of hittebestande of -isolerende minerale, 
erts of materiaal wat gebruik word by die vervaardiging 
van enige van die artikels in paragraaf (a) bedoel, in- 
dien onderneem deur werkgevers wat by sodanige 
vervaardiging betrokke is; 

en dit omvat alle werkzaamhede wat gegaan met 
of voortspruit uit enige van voornoemde bedrywighede. 

(k) plumbing, which includes lead burning, gas fitting, 
sanitary and domestic engineering, drainlaying, caul-
kling, ventilating, heating, hot and cold water fitting, 
the installation of fire-prevention equipment and the manu-
facture and fitting of all sheetmetal work, whether or not 
the fixing in the building or structure is done by the 
person making or preparing the article used; 

(l) shop, office and bank fitting, which includes the 
maintenance and or fixing of shop fronts, window enclo-
sures, show-cases, counters, screens and interior fit-
tings and fixtures; 

(m) steel reinforcing, which includes the making and 
erection of shuttering and the supervising of the bend-
ing, placing and fixing in position of steel and con-
crete; 

(n) steel construction, which includes the fixing of all 
classes of steel or other metal columns, girders, steel 
joists, or metal in any other form which form part of a 
building or structure; 

(o) woodworking, which includes carpentry, wood-
working, machining, turning, carving, the fixing of cor-
rugated iron, asbestos tiles, shingling and other roof 
coverings, sound and acoustic material, cork and 
asbestos insulation, wood lathing, composition ceilings 
and wall covering, the fitting of plugs in walls, the cov-
ering of woodwork with metal, block and other flooring, 
including wood, cork and rubber, and the sandpapering 
of same, cork carpeting and any class or kind of lino-
leum when fixed in any building or structure, whether or 
not the fixing in the building or structure is done by the 
person making or preparing the article used. 

2. "Ceramics Industry" means the industry in 
which employers and their employees are associated 
for— 

(a) the manufacture of any one or more of the follow-
ing articles: Electrical porcelain insulators or fittings, 
crockery, pottery, ovenware, white or coloured glaze 
sanitary ware, laboratory equipment, bathroom fittings, 
wall tiles or floor tiles (other than quarry tiles), which in 
the process of being manufactured are hardened by 
burning in a kiln or by any other heat process and 
which are made from clay or of which clay or any other 
heat-resisting or insulating mineral, ore or material or a 
combination of clay and any such other mineral, ore or 
material forms the principal component; 

(b) the extraction, mining, winning or preparation of 
the clay or heat-resisting or insulating mineral, ore or 
material used in the manufacture of any of the articles 
referred to in paragraph (a) if carried on by employers 
who are engaged in such manufacture; 

and includes all operations incidental to or consequent 
on any of the aforesaid activities.
3. “Stiviele Ingenieursnywerheid” beteken (behoudens die bepalings van die Abafkeningsvastelling gepublisere by Goewermentskennisgewing R. 1831 van 11 Oktober 1968) die nywerheid waarin werkgewers (uitgesonder plaaslike overhede) en hul werknemers met mekaar geassosieer is met die doel om werk van ‘n stiviele-ingenieurwesewe te verrig, en dit omvat sodanige werk in verband met enige of meer van die volgende werkzaamhede:

(a) Die konstruksie van vliegveldaanloopbane of laaiblaaië, akwadukte, opgaarbakke of bunkers, kabelgange, caissons, vlotte of ander skeepstrukture, kanale, koelwater- of ander toerings, damme, dokke, hawens, kaege, grondwerke, bedekingings, omhulsel of stutte vir installasies, masjinerie of toerusting, fabriek of werkskooistene, filterbeddiings, land- of seeverdedigingswerke, mynsektoringe, pyleidinge, pie, spoorweë, reservoire, rivierwerke, paaie of strate, rieolwerke, riol, skage of tunnels, silo’s, sportewede of terreine, swembaddens, viadukte of waterbehandelingsaanliëe;

(b) uitgrawingwerk of die konstruksie van fundamente, hyserskagie, heiwerk, keurmure, trapkulture, ondergrondse parkeergarages of ander ondergrondse strukture;

(c) die asfaltering, betonnering, begrundis, gelykmaking of bestrating van parkeergebiede, asfaltstrek, paaie, strate, vliegveldaanloopbane of laaiblaaië, persele of terreine;

en dit omvat voorts—

(i) enige werk van dergelijke aard of werk wat gepaard gaan met of voortspruit uit enige van voorheede werkzaamhede; en

(ii) die maak, herstel, nagaan of opknapping van gereedskap, voertuie, installasies, masjinerie of toerusting in werkwinkels wat bedryf word deur werkgewers betrokke by enige van die werkzaamhede bedoel in paragraf (a) tot en met (c);

maar dit omvat nie die volgende nie:

(aa) Werk in verband met enige of meer van die werkzaamhede gespesifieer in (b) hierbo, waar sodanige werk, wanneer dit onderneem word in verband met die oprigting of structuur wat die algemene aard van geboue het en ongeag of sodanige werk probleme van ‘n stiviele-ingenieurwesewe behels, verring word deur die werkgewers wat sodanige structure oprig;

(bb) werk in verband met enige of meer van die werkzaamhede gespesifieer in (c) hierbo, wanneer dit onderneem word as ‘n bykomende werkzaamheid in verband met die oprigting of structuur wat die algemene aard van geboue het of wanneer dit onderneem word deur die werkgewers wat sodanige structure oprig; en

(cc) enige werk wat binne die bestek val van die Ysterv. Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in die Ooreenkoms wat by Goewermentskennisgewing R. 1329 van 27 Junie 1960 gepublisere is.

3. “Civil Engineering Industry” means (subject to the provisions of the Demarcation Determination published under Government Notice R. 1831 of 11 October 1968) the industry in which employers (other than local authorities) and their employees are associated for the purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

(a) The construction of aerodrome runways or aprons, aqueducts, bis or bunkers, cable ducts, caissons, rafts or other marine structures, canals, cooling water or other towers, dams, docks, harbours, quays or wharves, earthworks, encasements, housings or support for plant, machinery or equipment, factory or works chimneys, filter beds, land or sea defence works, mine headgears, pipeliner, piers, railways, reservoirs, river works, roads or streets, sewerage works, sewers, shafts or tunnels, silos, sportsfields or grounds, swimming baths, viaducts or water treatment plants;

(b) excavation work or the construction of foundations, lift shafts, piling, retaining walls, stymwells, underground parking garages or other underground structures;

(c) the asphaltuing, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites; and

and further includes—

(i) any work or similar nature or work incidental to or consequent on any of the aforesaid activities; and

(ii) the making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in paragraphs (a) to (c) inclusive;

but excludes—

(aa) work in connection with any one or more of the activities specified in (b) above where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;

(bb) work in connection with any one or more of the activities specified in (c) above when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures; and

(cc) any work falling within the scope of the Iron, Steel, Engineering and Metallurgical Industry as defined in the Agreement published under Government Notice R. 1329 of 27 June 1980.
4. "Sementproduktenywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfsinrigtings met die doel om een of meer van die volgende artikelke te vervaardig: Stene, teëls, dakpanne, blokke, pilare, potte, pyple, pypleboës, lugroosers of enige ander artikelke waarvan sement of kalk of beide sement en kalk die vernaamste bindmateriaal uitmak en wat nie verhard word deur dit in 'n oond te bak of onderwerp word aan enige ander hitteprose nie uitgesonderd vir drogingsdoeleindes of met die doel om die hardwording van die bindmiddel te bespoedig; en dit omvat alle werkzaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede.

5. "Sementnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vervaardiging van sement of gebrande gips;
(b) die uitbreking, winning of produksie van enige materiaal wat gebruik word by die vervaardiging van enige van die goedere in paragraaf (a) betrok, indien onderneem deur werkgewers wat by sodanige vervaardiging betrok is; en
dit omvat alle werkzaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede, maar dit omvat nie die bedrywighede van werknemers wat in diens is in persele wat nie deel uitmaak van of nie aangrensend is aan die persele waarin enige van die bedrywighede bedoel in (a) en (b) verryk word nie.

6. "Swaarte- en Verwante Produktenywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfsinriggings waar werknemers in diens is vir—

(a) die vervaardiging van enige van meer van die volgende artikelke (uitsondering keramiekwere): Bakstene, silikasandstene, steenroefsteëls, platblokke, hol blokke, vuurvaste produkte, suurvuur of vuurvaste erdeypepe, erdeypot en beton, lugroosers, isolerprodukte of enige ander artikelke wat in die vervaardigingsproses verhard word deur dit in 'n oond te bak of deur middel van enige ander hitteprose en wat van klei gemaak is of waarvan klei of enige ander hittebestande of -isolerende mineraal, erts of materiaal of 'n kombinasie van klei en enige sodanige ander mineraal, erts of materiaal die hoofbestanddeel uitmaak;
(b) die ekstraktie, ontginning, winning of bereiding van die klei of hittebestande of -isolerende mineraal, erts of materiaal wat gebruik word by die vervaardiging van enige van die artikelke in paragraaf (a) betrok, indien onderneem deur werkgewers wat by sodanige vervaardiging betrok is; en
dit omvat alle werkzaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede.

7. "Klipvergruisingsnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vergruisings van klip;
(b) die uitbreking of winning van klip vir die vergruisings daarvan indien onderneem deur werkgewers wat betrok is by die vergruisings van sodanige klip, en
dit omvat alle werkzaamhede wat gepaard gaan met enige of voortspruit uit enige van voormelde bedrywighede.

4. "Cement Products Industry" means the industry in which employers and their employees are associated in establishments for the purpose of manufacturing or more of the following articles: Bricks, tiles, roof tiles, blocks, pillars, pots, pipes, pipe fittings, ventilators or any other articles of which cement or lime or both cement and lime form the principal binding material and which are not hardened by means of burning in a kiln or subjected to any other heat process except for the purpose of drying or for the purpose of accelerating the hardening of the binding agent; (3 3) and includes all operations incidental to or consequent on any of the aforesaid activities.

5. "Cement Manufacturing Industry" means the industry in which employers and their employees are associated for—

(a) the manufacture of cement or plaster of Paris;
(b) the quarrying, winning or production of any material used in the manufacture of either of the goods referred to in paragraph (a) if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the activities of employees who are employed in premises which do not form part of or are not adjacent to the premises in any of the activities referred to in (a) and (b) are carried on.

6. "Heavy Clay and Allied Products Industry" means the industry in which employers and their employees are associated in establishments where employees are engaged in—

(a) the manufacture of any one or more of the following articles (other than ceramic ware): Bricks, silica sand bricks, quarry tiles, slabs, hollow blocks, refractories, acidproof or fireproof earthenware pipes, earthenware pipe fittings, ventilators, insulating products or any other articles which in the process of being manufactured are hardened by burning in a kiln or by any other heat process and which are made from clay, or of which clay or any other heat-resistant or insulating mineral, ore or material or a combination of clay and any such other mineral, ore or material forms the principal component;
(b) the extraction, mining, winning or preparation of the clay or heat-resistant or insulating mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (a), if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities.

7. "Stonecrushing Industry" means the industry in which employers and their employees are associated for—

(a) the crushing of stone;
(b) the quarrying or winning of stone for crushing if carried on by employers who are engaged in the crushing of such stone,

and includes all operations incidental to or consequent on any of the aforesaid activities.
8. "Woodworking Industry" means the industry in which employers and their employees are associated for—

(a) the reduction of timber or logs to beams, poles, droppers, planks, baulks, mine props, sleepers, wedges or other standard forms by stripping off bark, drying, splitting, cutting up, sawing or planing, or the conversion of such timber or logs in any other manner, and includes the treatment of any of the said articles by heat or chemicals where such treatment is carried on in conjunction with any of the aforesaid activities;

(b) the manufacture of wood-wool, boxes, shooks, packmats, trays, crates, or other articles of which wood constitutes the main component;

and further includes all operations incidental to or consequent on any of the aforesaid activities.

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

(a) Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making loose covers and/or cushions, and/or making and/or repairing boxspring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning and carving in connection with the manufacture and/or repairing of furniture, polishing and/or repolishing pianos, or manufacturing and/or repairing, spraying and polishing and/or repolishing tearoom, office, church, school, bar or theatre furniture; and also includes manufacturing bedding, the definition and interpretation of which includes all manner and types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions; and further includes the activities carried on in any premises where wood machining, wood-turning and/or carving in connection with the production of furniture is carried on; and further includes repairing, re-upholstering or repolishing furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and veneering laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture;

(b) the manufacture, either in whole or in part, of cabinets for musical instruments and radio or wireless cabinets by employers engaged in any one or more of the operations specified in paragraph (a).

Postal address of applicant: P.O. Box 3419, North End, Port Elizabeth, 6056.
Kantooradres van applikant: Kamer 210, Tweede Verdieping, Lazmark House, Port Elizabeth.

Die aandag word gevestig op onderstaande ver- eistes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereni- ging teenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingediend is, en wat die lidmaatskap betref, word alleen lede wat ingevolge arti-ikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die procedures voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingediend word.

D. W. JAMES,
Nyuwerheidsregisterateur.
(8 November 1991)

KENNISGEWING 1064 VAN 1991
DEPARTEMENT VAN MANNEKRAG
WET OP ARBEIDSPROMBURGINGE, 1956
AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregisterateur, maak ingevolge artikel 4 (2) van die Wet op Arbeids- verhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die PACT Staff Association. Besonderhede van die aansoek word in onderstaande tabel verstrekt.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennis- gewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaat Sak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: PACT Staff Association.

Datum waarop aansoek ingediend is: 3 Oktober 1991.

Belange en gebied ten opsigtie waarvan aansoek gedoen word: Alle persone in diens in die Uitvoerendekunstonderneming, uitgesonder per- sone in diens van TRUK as departementshoofde, adjunk-direkteur of hoofdirekteure, in die landsdistri- tiks Johannesburg en Pretoria.

Vir die doeleindes hiervan betek "Uitvoerende- kunstonderneming" die onderneming waarin werk- gewers en hul werknemers met mekaar geassosieer is met die doel om lewend ballet, opera-, dans- en dramaopvoerings en orkesstuivinge aan te bied, en omvat dit—

- die ontwerp, vervaardiging, verf, invoorraadneming en/of -houding, instandhouding en/of herstel van mans/vrouekostuums, -skoene, -juwele, -dekorrekwi- siete en -kleres;

- die ontwerp en druk van reklameplakkate en die advertering en bemarking van produksies, opvoerings, uitvoerings en uitstallings in teaters;

Office address of applicant: Room 210, Second Floor, Lazmark House, Port Elizabeth.

Attention is drawn to the following requirements of section 4 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(8 November 1991)

NOTICE 1064 OF 1991
DEPARTMENT OF MANPOWER
LABOUR RELATIONS ACT, 1956
APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Rela- tions Act 1956, give notice that an application for regis- tration as a trade union has been received from the PACT Staff Association. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal ad- dress: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: PACT Staff Association.

Date on which application was lodged: 3 October 1991.

Interests and area in respect of which application is made: All persons employed in the Performing Arts Undertaking, excluding persons employed by PACT as departmental heads, deputy directors or chief directors, in the Magisterial Districts of Johannesburg and Pretoria.

For the purposes hereof "Performing Arts Undertak- ing" means the undertaking in which employers and their employees are associated for the purpose of pre- senting live ballet, opera, dance, drama and orchestral performances and includes—

- the design, manufacturing, painting, stocking, main- taining and/or repairing of men's/women's costumes, shoes, jewellery, décor props and clothes;

- the design and printing of advertisement posters, and the advertising and marketing of productions, performances and exhibitions in theatres;
MAJOR SECTORS CUT 112,000 JOBS

PRETORIA — Almost 112,000 jobs were lost in the mining, quarrying, manufacturing and construction industries and Eskom in the 12 months to end-August, latest Central Statistical Service figures show.

The mining industry shed almost 49,000 workers during the period. The total number of people employed in the industry at the end of August was 637,361.

The next biggest loss was in manufacturing, where 33,300 jobs disappeared, reducing total employment to 1,425,922.

In construction 28,000 jobs were cut, reducing the workforce to 370,906. Eskom’s staff numbers fell 3,200 to 47,700.

The same trend was apparent in the wholesale and retail trade and in the motor trade and hotel industries.

Total job loss in the four sectors amounted to almost 110,000 between June last year and end-June this year, when the total number of jobs was almost 735,000.

Retail trade employment dropped 5,136 to 361,645, wholesale trade personnel numbers fell 1,782 to 219,415, hotel worker figures lost 2,702 to 46,197, and in the motor trade, 1,270 jobs were lost, bringing the total down to 117,382.
Building strike looms as wage talks break down

A wage strike was looming in the building industry after talks broke down last week.

The Malkin & Volans union, representing construction workers, said it had been unable to reach agreement on a new deal with employers.

M&V spokesman M. Davitt said the union had sent letters demanding a 10% increase in basic pay and an extra £2 per hour.

However, employers had rejected the union's proposals.

The union had previously threatened to ballot its members on a work-to-rule campaign if no agreement was reached soon.

The building industry is one of the most heavily unionised sectors in the UK, with many workers earning below the UK's living wage.
CONSTRUCTION

LABOUR

1992 - 1993
New architects' fees in pipeline

New tariffs regarding the remuneration of architects are expected to be gazetted today, it was announced yesterday.

Public Works Minister Leon Wessels said the tariffs were approved after a request from the SA Council for Architects.

"The new tariff of fees, which has already been accepted as a guideline by architects, is only applicable in those cases where a client and an architect had not previously agreed upon a specific remuneration," the minister said.

As it was a recommended tariff, each party to a project where an architect was employed was in a position where fees payable could be negotiated.

— Sapa.
Jobs crunch hits SA building industry

Business Staff

JOHANNESBURG — The recession has had a drastic impact on employment in the building industry.

The annual report of the Master Builders Association (Transvaal South) says there has been a 20 percent reduction in the unskilled workforce in the past 18 months.

"The consequences of the increasing unemployment situation countrywide is frightening as there is a growing number of work-seekers who are unlikely to get employment for months or even years," says the report by MBA director Basie Pretorius.

He says the scenario is not helped by trade union activity, which is contributing to the worsening of productivity.

The unions' attempts to secure a base wage for unskilled workers will accelerate the marginalisation of many member operations.

The MBA, while acknowledging the persistent recessionary conditions in the industry, believes the rate of deterioration has slowed. Indications are that an improvement will come about towards the middle of this year.
Johannesburg. — Labour utilisation in the building industry is between 30% and 45%, and efficiency of operation is often equally bad, says Mr Jerry Eccles, manager of the construction unit at the National Productivity Institute (NPI).

The main opportunities for improved productivity on site, whether in regard to utilisation of labour, plant or materials, lie in the hands of foremen and their supervisors, since this is where the company’s money is actually spent.

"However, these opportunities are often not capitalised upon due to a lack of understanding of productivity, and a lack of acceptance (and definition) of responsibilities at the middle to lower levels of supervision."

Mr Eccles says the crux of the problem lies in recognising the foreman and first level of supervisor as crucial members of the management function.
Builders’ body under threat

THE lack of an agreement for unskilled workers continues to have an adverse effect on the Industrial Council’s finances and on the SA Master Builders’ Association’s financial position, the association says in its latest annual report.

“Should more employers decide not to voluntarily pay contributions and levies, this situation could soon become terminal,” says director Basie Pretorius.

In addition, the perception of the council, its staff and operations as a “policing of the industry” continues to bedevil attempts to change its image. “The council is actually an agent acting on behalf of the best interests of the employee and the employer. Little credit is ever given for the work done in the administration of employee benefits and training and development with the building industry training schemes.”

Non-enforcement of agreements in black urban areas continue to cause concern, with unfair competition within and outside those areas harming the industry.

Employees are also being exploited by being paid low wages and having no benefits provided. Employment over the past 18 months has dropped about 20% because of the recession.

“The consequences of increasing the countrywide unemployment are frightening as there is a growing number of jobseekers who are unlikely to obtain employment for months or even years,” Pretorius says.

While good quality skilled employees are generally in demand, productivity is still a major employer concern. This is worsened by outside influences like trade union activities, negative political activities and the economy.

Total employment in the Transvaal has fallen 15% to 35,356 in 1991 from 41,371 in 1988, and 17.5% year on year. However, while the number of semi-skilled employees dropped 12.5% to 6,395, the number of unskilled labourers plunged 25.4% to 23,034 over the year.

In 1990 there were 21 strikes in the construction industry. In 1989 there were 62 and in 1990 there were only three.

Pretorius says that while the building industry is still experiencing recessionary conditions, it appears the “deterioration rate” has slowed down, indicating that a turning point may have been reached.
In fashion? Improve odds through course

Working your way up the corporate ladder can be a long haul. Theory may not beat practice, but in a retail or fashion marketing career your progress could be enhanced with training such as the one-year IMM Fashion Marketing and Management course.

The course was introduced by Birnam Business College three years ago after director Brenda Riesnik researched full-time fashion courses internationally.

She says: “Many students graduating from college with fashion diplomas were clinching positions in companies like Bloomingdales, Sears, Harrods, and Selfridges. South African employers are giving equal credibility to graduates of this course. Retail leaders like Woolworths, Truworths and Edgars have employed our students while others find positions in fashion design, textiles and quality assurance.”

The course gives a sound knowledge in the basics of industry terminology as well as marketing. Hands-on experience is gained as students have to co-ordinate complete fashion shows dealing with textiles, design and style. Course subjects include retailing, marketing, consumer behaviour, buying procedures and sales management.

Another course Birnam College offers which may be useful for those bent on management is in the hotel field.

Instead of the usual on-the-job and part-time study approach previously offered by hotels, students can concentrate on a well-balanced full-time course which has the full support of the South Africa hotel trade. In addition to the usual industry studies of food and beverage management, industrial relations, front office procedures and accommodation, Birnam has added other useful skills training, such as basic bookkeeping, travel and computer courses.

“After a one-year college diploma, most Birnam students are snapped up into the market-place. I believe this is because our courses are answering market needs,” says Mrs Riesnik.
Notes.—1. The effect of this amendment is that the rate of duty on—
   (a) flours, meals and pellets, of fish or of crustaceans, molluscs or other aquatic invertebrates is reduced from 2,50c/kg to free;
   (b) oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of soybean oil is reduced from 24c/kg to 20c/kg; and
   (c) oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of vegetable fats or oils of cotton seeds is reduced from 27c/kg to 25c/kg.

2. The amendment has retrospective effect to 6 September 1991.

DEPARTMENT OF JUSTICE
No. R. 368 31 January 1992
CORRECTION NOTICE
RULES IN TERMS OF SECTION 17A (7) OF THE LABOUR RELATIONS ACT, 1956 (ACT No. 28 OF 1956), REGULATING THE CONDUCT OF THE PROCEEDINGS OF THE LABOUR APPEAL COURT
Government Notice No. R. 161 published in Government Gazette No. 13717 of 10 January 1992 is hereby amended by the substitution of the expression "subparagraphs (I) and (II)" for the expression "subparagraphs (I) and (II)" on page 8 in paragraph (b) (iii) of the English version.

DEPARTMENT OF MANPOWER
No. R. 326 31 January 1992
LABOUR RELATIONS ACT, 1956
CIVIL ENGINEERING INDUSTRY AMENDMENT OF ORDER

D. P. A. SCHUTTE,
Deputy Minister of Manpower.

ANNEXURE A
CONTENTS
1. Area and scope.
2. Definitions.
3. Remuneration.
4. Payment of remuneration.
5. Hours of work, ordinary and overtime, and payment for overtime.
6. Annual leave.
7. Sick leave.
8. Payment for work on Sundays and paid holidays.
9. Piece work.
11. Verbod op indiensneming.
13. Dienscertificaat.
14. Los werknemers.

**BYLAE**

1. GEBIED EN OMVANG VAN DIE ORDER

1.1 Hierdie Order is van toepassing op alle werkgevers en al hul werknemers, uitgesonderd bestuurders, in die siviële ingenieursnywerheid soos in subklusule 1.2 omskryf, in die Republiek van Suid-Afrika uitgeonder die hawe en nederzetting van Walvisbaai.

1.2 "Siviële ingenieursnywerheid" beteken (behoudens die bepaalings van die Afbakeningvaatstelling gepubliseer by Goewermentskennisgewing R. 1831 van 11 Oktober 1968) die nywerheid waarin werkgevers (uitgesonderd plaaslike owerehede en werknemers met mekaar gaassosieer) en die vergtering van werk van siviële ingenieursaard en omvat sodanige werk wat verband hou met een of meer van die volgende werksoorte:

1.2.1 Die konstruksie van vliegveldaanlooptone of vaste blaeie; waterkanale; opgaatkule of brandstofkruine, brêe; kabelgoeie; coësions; vloeistoftransporte; kanaal; koelwater- of ander toerings; damme; dokke; hawens of kaie; grindwerke; bedekking, omnihuis of stutte vir installasies, masjine of uitrusting, fabriek- of werkstelkostomme; filterbeddings; land- of sevorendingwerke; mynagragtings; pyplynke; piepe; treinspoor; reservevers; rivierwerke; paie of strate; rooilewerke; roile; skakte of tunnels; silo's; sportveld of terriëne; swembadens; viadukte of waterbehandelinstallasies;

1.2.2 Uitgrawingswerk of die konstruksie van fonda- mente, hyerskagte, stapeling, kaamure, trapkule, ondergrondse parkeergarages of ander ondergrondse structure;

1.2.3 die assaitering, betonnering, bezieling, geilek- making of bestrating van parkeergebiede, sypadjies, paie, strate, vliegveldaanloopbanne of vaste blaeie, perselie of terriëne;

en omvat verder—

1.2.4 Enige werk van 'n soortgelike aard of werk wat geaard gaan met of voortspruit uit enige van voorvolle werksoorte en omvat verder—

1.2.5 Die maak, herstel, nagaan of opknoping van gereedskapp, voertuie, installasies, masjine of uitrusting in werkswinkeltes wat gedoen word deur werkgevers wat betrokke is by enige van die werksoorte wat in paragraaf 1.2.1 tot en met 1.2.4 bedoel word; maar uitgesonderd—

1.2.6 Werk wat verband hou met een of meer van die werksoorte wat in paragraaf 1.2.2 uiteengesit word, waar sodanige werk, wanneer dit onderneem word in verband met die oprigting van structure wat die algemene kenmerke van geboue het, en ongeag of sodanige werk probleme van siviële ingenieursaard behels al dan nie, deur die werkgevers wat sodanige structure oprig, gedoen word;

1.2.7 Werk wat verband hou met een of meer van die werksoorte wat in paragraaf 1.2.3 uiteengesit word, wanneer dit onderneem word as 'n bykomstige werksoorte in verband met die oprigting van structure wat die algemene kenmerke van geboue het of wanneer dit deur die werkgevers wat sodanige structure oprig, onderneem word; en

1.2.8 Enige werk wat binne die bestek van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid val, soos omskryf in die ooreenkoms wat by Goewermentskennisgewing R. 479 van 29 Maart 1974 gepubliseer is.

**SCHEDULE**

1. AREA AND SCOPE OF THE ORDER

1.1 This order shall apply to all the employers and all their employees, other than managers, in the Civil Engineering Industry as defined in subclause 1.2, in the Republic of South Africa excluding the port and settlement of Walvis Bay.

1.2 "Civil Engineering Industry" means (subject to the provision of the Demarcation Determination published under Government Notice R. 1831 of 11 October 1968) the industry in which employers (other than local authorities) and employees are associated for the purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

1.2.1 The construction of aerodrome runways or aprons; aqueducts; bins or bunkers; bridges; cable ducts; coësions; rafts or other marine structures; canals; cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housings or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine head- gears; pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sportsfields or grounds; swimming baths; viaducts or water treatment plants;

1.2.2 Excavation work or the construction of foundations, lift shafts, pilings, retaining walls, staiwellns, underground parking garages or other underground structures;

1.2.3 The asphalting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites; and further includes—

1.2.4 Any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and

1.2.5 The making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in paragraphs 1.2.1 to 1.2.4 inclusive; but excluding—

1.2.6 Work in connection with any one or more of the activities specified in paragraph 1.2.2 where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;

1.2.7 Work in connection with any one or more of the activities specified in paragraph 1.2.3 when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures; and

1.2.8 Any work falling within the scope of the Iron, Steel, Engineering and Metallurgical Industries as defined in the agreement published under Government Notice R. 479 of 29 March 1974.
2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Order gebezig word en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, dieselfde betekenis as in daardie Wet; voorts, tensy dit srydig met die sinsverband is, beteken—

2.1 “alle ander werknemers” alle werknemers buiten wagte;

2.2 “bediener” ’n werknemer wat selfgedrewe of vaste masjienbedien, en dit aan- of afskakel deur die mekanisme en kontroles van sodanige masjien in gebruik sodat dit die funksies verrig waarvoor dit ontwerp of aangepas is, wat die gang van en die werk wat deur so ’n masjien gedoen word, nagaan, noukeurig onderzoek of reguleer en wat ook lopende verstellings en kleiner herstelwerk kan doen aan sodanige masjien, of die daaglikske onderhoudswerk aan sodanige masjien kan verrig; en in die geval van selfgedrewe masjienomvat “bedien” alle tydperke waarin die bediener verplicht is om op sy pos te bly, gereed om sodanige masijen te bedien;

2.3 “bedryfsinrigting” ’n perseel of konstruksiepersoel of ’n deel daarvan waarin of in verband waarmee een of meer werknemers in die Swelle Ingenieursvereniging in diens is;

2.4 “bestuurder” ’n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir, en leiding van die werksoomscheheid van ’n bedryfsinrigting of ’n afdeling van ’n bedryfsinrigting en die werknemers wat daarin werk;

2.5 “betaalde vakansiedag” Nuwejaarsdag (of die daaropvolgende Maandag wanneer Nuwejaarsdag op ’n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekgedag, Geloofsdag en Kersdag, en kan dit ’n vakansiedag insluit soos deur ’n werkgewer en sy werknemer of werknemers ooreengekom tot ’n maksimum van 4 dae per kalenderjaar;

2.6 “betaling” betaling van besoldiging in kontant of per tij of op ’n ander wyse;

2.7 “drywer” ’n werknemer wat ’n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywering omvat die uitdrukking “’n motorvoertuig dryf” alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplicht is om op sy pos te bly, gereed om te dryf;

2.8 “gesalarieerde werknemer” ’n werknemer se besoldiging op ’n maandelikse grondslag bereken word ondanks die aantal ure of dae wat werklan gewerk is, wat werk verrig wat algemeen verstaan word as syndie deur ’n gesalarieerde werknemer en wat nie ’n uutlik besoldigde werknemer” is nie;

2.9 “korttyd” ’n tydlik vermindering van die gatige gewone werklike weens weersomstandighede, ’n staapte in die bedryf, ’n tekort aan materiëel, ’n onklaarbare of masjien of, onge die feit dat die vorm van onbruikbaar is of dreg om dit te word, of enige onvoorziene gebeurtenis en/of omstandighede buite die werkgewer se beheer of ’n tydelike vermindering in die aantal gewone werklike weens onluste, onrust of dase van terrorisme of wanorde, wat die werkgewer se vermoë om werk te verskaf, direk beïnvloed;

2.10 “loon” die bedrag wat ingevolge klousule 3.1 aan ’n werknemer betaalbaar is ten opsigte van sy gewone werklike weens voorgekryf: Met dié verstande dat—

2.10.1 as ’n werkgewer ’n werknemer ten opsigte van sodanige gewone werklike weens gereeld ’n hoeër bedrag betaal as dié by klousule 3.1 voorgekry, dit sodanige hoeër bedrag beteken;
2.10.2 die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besluiting bedoel of omvat wat 'n werkner wat in diens is op enige grondslag waarvoor daar in klusule 9 voorsiening gemaak word, ontvang bo en behulps bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;  
2.11 "los werkner" 'n werkner wat hoogstens 16 opeenvolgende werkdage dieselfde werkgeriewk in diens is;  
2.12 "motorvoertuig" 'n krag-aangedrewwel selfgedrewe voertuig wat hoofsaaklik ontwerp of aangepas is vir die verskynsels van die reis of werkgewerk van die werknemer.  
2.12 "motorvoertuig" 'n krag-aangedrewwel selfgedrewe voertuig wat hoofsaaklik ontwerp of aangepas is vir die verskynsels van die reis of werkgewerk van die werknemer.  
2.13 "noodwerk" enige werk wat weens onvoorsienbare omstandighede, soos 'n brand, storm, grondinsakking, ongeluk, epidemie, gewelidaad, diefstal, 'n onklaarbare aanleg van masjien, motorvoertuie of masjien of wanneer structuur onbruikbaar is of dreig om dit te word, of 'n kritieke bedryfsverestte sonder versnuwing gedaan moet word;  
2.14 "oorlog" die gevolg van 'n tydperk wat 'n werknemer werk verrig vir sy werkgeriewk gedurende 'n week of op 'n dag, na gelang van die geval, en wat langer is as die ontskendewe gewerkte werk wat in enige werkgewerk voorgeskryf is by klusule 5.1 maar omvat dit geen tydperk wat 'n werknemer wees se werkwoorde by klusule 5.1 voorgeskryf is, op 'n Sondag vir sy werkgeriewk werk nie;  
2.15 "OSSIN" die Opleidingskema van die Siviele Ingenieursvereniging;  
2.16 "plaaslike overheid" 'n instelling of liggaam in artikel 84 (1) (f) (ii) van die Wet op Provinsiale Bestuur, 1961 (Wet No. 32 van 1961), bedoel en sluit dit in—  
2.16.1 'n bestuursraad of raad in artikel 1 van die Wet op Landlike Gebiede (Raad van Vertevoerwagdigers), 1967 (Wet No. 9 van 1967), bedoel;  
2.16.2 'n streeksdiensraad ingestel kragtens artikel 3 van die Wet op Streeksdiensrade, 1985 (Wet No. 109 van 1985);  
2.16.3 'n plaaslike bestuursliggaam ingestel kragtens die bepalings van artikel 30 (2) (a) van die Swart Administrasie Wet, 1927 (Wet No. 38 van 1927); of  
2.16.4 'n plaaslike overheid soos in die Wet op Swart Plaaslike Oerhede, 1982 (Wet No. 102 van 1982), omgekryf;  
2.17 "selfgedrewe masjinerie" 'n krag-aangedrewwel selfgedrewe voertuig, uitgesonderd 'n motorvoertuig, wat hoofsaaklik ontwerp of aangepas is om, met of sonder 'n sleephegskruis, een of meer funksies te verrig terwyl dit beweeg en ook sodanige funksies kan verrig terwyl dit stilstaan, en omvat dit 'n asfaltplaasveer, verdigter, betonplaasveer, rups- of loopraam, stoetskruiper, sleepraat, storwa, uitgraafmasjien, wroughwysa, padskrapra, laaier, roller, skaper, skopgraaf, trekker, looptyfer of loopgraafmasjien, maar nie selfgedrewe masjien wat deur 'n operateur te voet bedien word nie;  
2.18 "selfgedrewe masjinerie wat deur 'n operateur te voet bedien word" 'n selfgedrewe voertuig of ander selfgedrewe toestel wat deur 'n werknemer bedien word wat langs die voertuig of ander toestel koop, of wat hoofsaaklik ontwerp of aangepas is om een of meer funksies te verrig terwyl dit beweeg, en omvat dit 'n betonsnymasjien, sleeotgraafmasjien, grassnyer, draaiploeg, loopsteler, trilplaatverdigter of trilroller, maar nie 'n betonafstrik- of vibreermasjien, grondstamper of bikhamer nie;  
2.19 "senior bestuurs- of administratiewe personeel" die werknemers wat in opdrag van die werkgeriewk werk verrig wat verantwoordelikheid meebreng vir die neem van besluite van 'n administratiewe aard by die uitvoering van werkzaamhede;  
2.13 "operator" 'n personeelk eenhede wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kindergedrewe of selfgeriewk of ander selfgedrewe toestel se werk verrig wat kin...
2.20 "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is;

2.21 "tegniese en professionele personeel" werknemers wat in opdrag van die werkgever werk van 'n tegniese of professionele aard verrig;

2.22 "uurlike besoldigde werknemer" 'n werknemer wie se besoldiging op "uurlike grondslag bereken word ondanks die frekwensie van die betaling daarvan, en wat nie 'n gesalariente werknemer is nie;

2.23 "vaste masjinerie" 'n kragaangedrewe toestel, ongeag daarvan of dit gemonteer is op 'n selfgedrewe of nieselfgedrewe voertuig of nie, wat hoofsaaklik ontwerp of aangepas is om een of meer funksies uit te voer terwył dit stilstaan, en omvat dit 'n awegaar, asfalt- of betonmenger, asfalt- of betonlithometer, kompressor, vervoerstoestel, klipbrekemasjien, booruitrusting, opwekker, hystoelstel, hei, pompe, omlaag- en opwaartstelwings, swaai- of swaikofelmasjien, swaikopgraaf, toeringsmashien, wassistem, of 'n windas, maar nie 'n spoorstaaf-buig-, sny- of boormasjien nie;

2.24 "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfseinsigt of afdeling daarvan, wat beheer uitoefen oor sodanige werknemers en daarvoor verantwoordelik is dat hulle hulle pligte doetrefsend uitvoer;

2.25 "wag" 'n werknemer wat betrokke is by een of meer van die volgende werksohede:

2.25.1 Goedere, perse, geboue, structuur of roerende of vaste eiendom bewaak of beskerm;

2.25.2 perse, geboue, strukture of eiendom patroleer, of

2.25.3 honde hanteer in die uitvoering van een of meer van die werksohede genoem in paragraaf 2.25.1 of 2.25.2;

2.26 "wet" ook die gemene reg.

3. BESOLDIGING

3.1 Die minimumloon wat 'n werkgeawer aan elke lid van ondergenomene klasse werknemers in sy diens moet betaal, is die hieronder uiteengeis. Met die verstande dat hierdie vereiste nie van toepassing is op 'n werkgeawer wat slegs by die Sielie Ingenieursnwy of betrokke is nie en al teusal nie meer as twintig werknemers te alle tye in diens het of in verband met sodanige besigheid nie en wie se jaarliks omset in sodanige besigheid op enige datum gedurende die voorafgaande 12 maande nie R1 000 000 oorskry het nie.

3.1.1 Bylae vir die minimum londe vir "wag" en "alle ander werknemers" in provinsiale kolomme verskyn hier.

3.2 Loonberekening: 'n Werknemer se loon word bereken soos hieronder uiteengeis:

3.2.1 Die uurloon van 'n werknemer is sy weekloon gedeel deur die getal gewone werktyd wat vir sodanige werknemer in enige week voorgeskryf is.

3.2.2 Die dagloon van 'n werknemer is sy weekloon gedeel deur—

3.2.2.1 vyf, in die geval van 'n werknemer wat normalweg vyf die per week werk;

3.2.2.2 ses, in die geval van enige ander werknemer.

3.2.3 Die weekloon van 'n werknemer in sy uurloon vermenigvuldig met die getal gewone werktyd wat vir sodanige werknemer in enige week voorgeskryf is.

3.2.4 Die maandeloon van 'n werknemer is vier en 'n derde maal sy weekloon.

3.3.1 The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that this requirement shall not apply to an employer who is engaged in the Civil Engineering Industry only and employs altogether not more than twenty employees at all times in or in connection with such business and whose annual turnover in such business, at any date during the preceding 12 months, does not exceed R1 000 000.

3.3.1.1 Schedule of minimum wages, for 'watchman' and 'all other employees' in provincial columns appears here.

3.3.2 Calculation of wages: The wage of an employee shall be calculated as set out hereunder: The hourly wage of an employee shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.

3.3.2.1 The daily wage of an employee shall be his weekly wage divided by—

3.3.2.2.1 five, in the case of an employee who normally works a five-day week;

3.3.2.2.2 six, in the case of any other employee.

3.3.2.3 The weekly wage of an employee shall be his hourly wage multiplied by the number of ordinary hours of work prescribed for such employee in any week.

3.3.2.4 The monthly wage of an employee shall be four and a third times his weekly wage.
### 4. BETALING VAN BESOLDIGING

4.1 Behoudens klousule 6.5 moet elke bedrag verskuldig aan 'n werknermer, weeklikse of tweeweklikse of maandelikse betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinsligting vir sodanige werknermer of sy diens- beëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet deur 'n staat geveerleer word of in 'n verseëde koever of hoew wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

| 4.1.1 | die werkgever se naam; |
| 4.1.2 | die werknermer se naam en/of sy nommer op die betaalstaat en sy kategorie; |
| 4.1.3 | die getal gewone werkure wat die werknermer gewerk het; |
| 4.1.4 | die getal ure wat die werknermer kortyd gewerk het; |
| 4.1.5 | die getal ure wat die werknermer op 'n Sondag of 'n betaalde vakansiedag, in klousule 8 bedoel, gewerk het; |
| 4.1.6 | die werknermer se loon; |
| 4.1.7 | besonderhede van enige ander besoldiging wat uit die werknermer se diens voortspruit; |
| 4.1.8 | besonderhede van enige bedrag wat afgetrek is; |
| 4.1.9 | die werklige bedrag wat aan die werknermer betaal word; en |
| 4.1.10 | die tydperk waarvoor die betaling geskied; en sodanige koever houer of staat waarop hierdie inligting aangeteken is, word die eiendom van die werknermer. Met dien verstande dat— |

| 4.1.11 | op die skriftelike versoek van 'n werknermer, die bedrag aan hom verskuldig, gestort kan word in sy bouver- eniging- of bankrekening deur die werkgever, wat voorgemeld staat, aan hom moet oorhandig; |
| 4.1.12 | voormelde inligting betreffende tyd gewerk nie verstrekk hoe te word aan 'n werknermer wat ingevoegte klousule 5.6.1 van die werktuiposalings uitgesluit is nie. |

4.2 Premies: Geen bedrag mag registreks of onreg- steeks vir die indienmensing of opleiding van 'n werknermer aan 'n werkgever betaal of deur hom aangeneem word nie, behalwe soos deur die Opleidingskema van die Siviele Ingenieurswyseheid bepaal.

4.3 Aftrekking: 'n Werkgever mag sy werknermer geen boetes ople of enige bedreag van sy werknermer se besoldi- ging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

| 4.3.1 | Met die skriftelike toestemming van die werknermer enige bedrag wat verband hou met sy diensvoorwaardes, diensverhouding met die werkgever en ledegelde van 'n vak- vereniging; |
| 4.3.2 | behoudens andersluidende bepalings in hierdie orde, telkens wanneer 'n werknermer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en berek- ken op die grondslag van die loon wat sodanige werknermer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het; |
| 4.3.3 | enige bedrag wat 'n werkgever volgens die wet of ingevoel 'n beveel van 'n bevoegde hof moet of mag aftrek; en |

| 4.3.4 | wanneer die gewone werkure by klousule 5 voorge- skryf, weens korttyd verminder word, 'n bedrag van hoog- stens die werknermer se uurlon vir elke uur van sodanige vermindering: Met dien verstande dat— |

| 4.3.4.1 | sodanige aftrekking hoostens een derde van die werknermer se weekloon is, ongeag die getal ure waarmee die gewone werkure alusc verminder word; |

### 4. PAYMENT OF REMUNERATION

4.1 Save as provided in clause 6.5, any amount due to an employee, shall be paid weekly, fortnightly or monthly during the hours of work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be verified by a statement, or contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

| 4.1.1 | the employer's name; |
| 4.1.2 | the employee's name and/or his number on the pay-roll and his category; |
| 4.1.3 | the number of ordinary hours of work by the employee; |
| 4.1.4 | the number of overtime hours worked by the employee; |
| 4.1.5 | the number of hours worked by the employee on a Sunday or a paid holiday referred to in clause 8; |
| 4.1.6 | the employee's wages; |
| 4.1.7 | the details of any other remuneration arising out of the employee's employment; |
| 4.1.8 | the details of any deductions made; |
| 4.1.9 | the actual amount paid to the employee; and |
| 4.1.10 | the period in respect of which payment is made; and such envelope, container or statement on which these particulars are recorded shall become the property of the employee: Provided that— |

| 4.1.11 | at the written request of an employee, the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the aforementioned statement; |

| 4.1.12 | the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5.6.1. |

4.2 Premiums: No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee, except as provided for by the Civil Engineering Industry Training Scheme.

4.3 Deductions: An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

| 4.3.1 | With the written consent of the employee any deduction that relates to his conditions of employment, employment relationship with the employer and subscriptions to a trade union; |

| 4.3.2 | except where otherwise provided in this order, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence; |

| 4.3.3 | a deduction of any amount which an employer is by law or order of any competent court required or permitted to make; and |

| 4.3.4 | whenever the ordinary hours of Work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction: Provided that— |

| 4.3.4.1 | such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced; |
4.3.4.2 no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous working day of the intention to reduce the ordinary hours of work;

4.3.4.3 no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or structures, in respect of the first two hours not worked, unless the employer has given his employee notice on the previous day that no work will be available due to such breakdown; and

4.3.4.4 if the employer has reported for work, no deduction shall be made in the case of short-time owing to inclement weather in respect of the first two hours not worked, unless the employer has given his employee notice on the previous day that no work will be available due to inclement weather.

4.3.5 with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to—

4.3.5.1 any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling;

4.3.5.2 any other organisation or body in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from funds advanced for that purpose by the State, a building society or a local authority.

5. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

5.1 Ordinary hours of work etc.: An employer shall not require or permit an employee to work more than ordinary hours of work than—

5.1.1 the following classes of employees when working a five-day week from Monday to Friday inclusive:

5.1.1.1 a watchman, 72 in any week and 14 in any week and 14 on any day;
5.1.1.2 any other employee, 46 in any week and 9 on any day;

5.1.2 the following classes of employees when working a six-day week from Monday to Saturday inclusive:

5.1.2.1 a watchman, 72 in any week and 12 on any day;
5.1.2.2 any other employee, 46 in any week and 8 on any day, unless the hours on any day do not exceed five, in which case the hours on any day may be extended to 8.

5.2 Meal intervals etc.: An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

5.2.1 periods of work interrupted by intervals of less than half an hour, except when proviso 5.2.5 applies, shall be deemed to be continuous;
5.2.2 if such interval shall be longer than half an hour, any period in excess of one hour shall be deemed to be time worked;
5.2.3 only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
5.2.4 when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to not less than 15 minutes;
STRIKE ACTION

Workers engaged in the construction of the new city hall yesterday engaged in a struggle with city officials. The strikers refused to work until their demands for higher wages and better working conditions were met.

Call for Builders to Down Tools

Join them.

By Ceylon Jacobson

Call for

Strikers' March

Through City

Strikers were demanding higher wages and better working conditions. The city officials refused to negotiate with the strikers, leading to a prolonged strike.

Workers have set up a barricade at the entrance to the city hall, blocking access to the building.

Workers have occupied the building, demanding their demands be met.

The strike has entered its second week, with no resolution in sight.

The city authorities have threatened to bring in police if the strike continues.

Workers have pledged to continue their struggle until their demands are met.

The strike has drawn support from workers across the city.

Workers have been receiving support from local community groups.

The strike has turned into a prolonged struggle, with no end in sight.
werkgever sodanige verlof aan die werknemer moet verleen en die werknemer dit moet neem met ingang van 'n datum uiterlik twee maande na die verskyling van genoemde tydperk van vier maande; en

6.2.2 die tydperk van verlof nie mag saamval nie met—

6.2.2.1 slegsverlof wat ingevolge klousule 7 toegestaan is of met afwezigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7.4.1 of 7.4.2 en wel tot 'n totaal van enige tydperk van 12 maande van hoogstens 10 weke;

6.2.2.2 enige tydperk waarin die werknemer kennisgeving van diensbeëindiging ingevolge klousule 12 uitdien; of

6.2.2.3 enige tydperk waarin die werknemer militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan.

6.3 Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof 'n tydperk van hoogstens 24 maande diens oploopt. Met die verstande dat—

6.3.1 sodanige werknemer so 'n versoek rig uiterlik vier maande na verskyling van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

6.3.2 die werkgever die datum van ontvangs van die versoek daarop aanbring oor sy handtekening, en hy moet dit tot minstens na verskyling van die verlooftydperk bewaar.

6.4 Klousule 6.2 is mutatis mutandis van toepassing op die verlof in klousule 6.3 bedoel.

6.5 Die besoldiging ten opsigte van die verlof voorgestryf by klousule 6.1 gelee met klousule 6.3 moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

6.6 By diensbeëindiging moet die werkgever aan sy werknemer sy besluit ten opsigte van enige verlof wat oploopt het, maar nie voor die datum van diensbeëindiging aan hom verleen is nie, betaal.

6.7 By die toepassing van hierdie klousule word die uitdrukking "diens" geaag omvat—

6.7.1 enige tydperk wat 'n werknemer afweesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957; Met die verstande dat 'n werknemer nie geregist is om meer as vier maande van 'n sodanige opleidings- of diens tydperk as diens te eis nie; en

6.7.2 enige tydperk wat 'n werknemer van sy werknemer vereis om nie te werk nie weens weersomstandighede, 'n stappe in die bedryf of 'n onklus aanraking van masjienere.

6.8 Onder die andersluidende bepaling in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof, te enger tyd maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte van sy bedryfsinrigting vir 15 agtereenvolgende werkdae sluit, plus 'n addisonale dag vir elke dag bedoel in klousule 2.5 wat binne die tydperk van sluiting val: Met die verstande dat sodanige dag op 'n dag wat gewoonlik 'n werkdag is, val.

6.9 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of die gedeelte daarvan waarin hy werksaam is, nie geregist is op die volle tydperk van jaarlikse verlof by klousule 6.1 voorgestryf nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in klousule 6.8 uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geaag te begin op die datum waarop die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval,aldus sluit.

months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months; and

6.2.2 the period of leave shall not be concurrent with—

6.2.2.1 sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7.4.1 or 7.4.2 amounting in the aggregate to not more than 10 weeks in any one period of 12 months;

6.2.2.2 any period during which the employee is under notice of termination of employment in terms of clause 12; or

6.2.2.3 any period during which the employee is doing military training or service under the Defence Act, 1957.

6.3 At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

6.3.1 the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

6.3.2 the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

6.4 Clause 6.2 shall mutatis mutandis apply to the leave referred to in clause, 6.3.

6.5 The remuneration in respect of the leave prescribed in clause 6.1, read with clause 6.3, shall be paid not later than the last work-day before the date of commencement of the leave.

6.6 Upon termination of employment the employer shall pay his employee his pay in respect of any period of leave which has accrued to him but was not granted to him before the date of termination of the employment.

6.7 For the purpose of this clause the expression "employment" shall be deemed to include—

6.7.1 any period during which an employee is absent for military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service; and

6.7.2 any time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant.

6.8 Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 15 consecutive workdays,

plus an additional day for each day referred to in clause 2.15 falling within such closed period: Provided such day falls on a day which is normally a work-day.

6.9 An employee who at the date of the closing of an establishment or the portion thereof in which he is employed, is not entitled to the full period of annual leave prescribed in clause 6.1 shall, in respect of any leave due to him be paid by his employer on the basis set out in clause 6.6, and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.
7. SIEKTEVERLOF

7.1 Behoudens klosule 7.2 moet ‘n werkgewer aan sy werknemer, uitgesonderd ’n los werknemer, wat weens ongeskiktheid van dié werk afwesig is, siekteverlof verleen van—

7.1.1 in die geval van ’n wag altesaam minstens 24 werkdae; en

7.1.2 in die geval van enige ander werknemer, altesaam minstens 20 werkdae,

gedurende elke tydskrif van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklosule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

7.1.1.1 ’n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as in die geval van ’n wag, een werkdag ten opsigte van elke voltooi maan diens en in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooi±d tydperk van vry weke diens;

7.1.1.2 wanneer in die eerste tydskrif van 24 maande diens by dieselfde werkgewer, ’n werknemer afwesig wees ongeskiktheid is vir ’n langer tydperk as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, die werknemer geregist is op betaling vir slegs die siekteverlof wat hom dan toekom, maar die werkgewer moet, indien hy dit nie reeds gedaan het nie, by verstrekking van genoemde dienstdykring of by diensbeëindiging of sodanige verstrekking, die werknemer betaal ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskikheid, vir sover die siekteverlof wat hom by sodanige verstrekking of diensbeëindiging toekom, nog nie gemaak is nie.

7.1.1.3 waar ’n werknemer ingevolge ’n wet vir hospitaal- of mediese behandeling ten opsigte van ’n werknemer moet betaal en sodanige gelde betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klosule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

7.2 ’n Werkgewer kan, as ’n opskortende voorwaarde vir die betaling deur hom van ’n bedrag wat ’n werknemer kragtens hierdie klosule eis ten opsigte van enige afwesigheid van sy werk—

7.2.1 vir langer as drie agtereenvolgende werkdae;

7.2.2.2 op die werkgewer onmiddellik voor of die werkgewer onmiddellik na ’n Sondag of ’n betaalde vakansiedag;

7.2.2.3 van die werknemer vereis om ’n sertifikaat voor te lê wat deur ’n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer ’n werknemer gedurende enige tydperk van hoogstens 7 agt weke by twee of meer geleentheede betaling ingevolge hierdie klosule ontvang het sonder om so ’n sertifikaat voor te lê, die werkgewer gedurende die tydperk van agt weke onmiddellik na die laas sodanige geleentheid van hom kan vereis om so ’n sertifikaat ten opsigte van enige afwesigheid voor te lê. Verder kan ’n werkgewer van ’n werknemer vereis om ’n sertifikaat te verkry wat deur ’n mediese praktisyn uitgereik is wat deur die werkgewer genoem is, maar op die werkgewer se koste, om aan die vereistes van hierdie klosule te voldoen.

7.3 By die toepassing van hierdie klosule—

7.3.1 word die uitdrukking “diens” geaag te omvat—

7.3.1.1 enige tydperk wat ’n werknemer afwesig is—

7.3.1.1.1 met verlof ingevolge klosule 6;

7.3.1.1.2 op las of verskeik van sy werkgewer;

7.3.1.1.3 met siekteverlof ingevolge klosule 7.1; en

en wat in enige tydperk van 12 maande altesaam hoogstens 10 weke beloop; en

7. SICK LEAVE

7.1 Subject to clause 7.2, an employer shall grant to his employee, who is absent from work through incapacity—

7.1.1 in the case of a watchman, not less than 24 workdays; and

7.1.2 in the case of any other employee, not less than 20 workdays.

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage which would have been paid had the employee worked during such period: Provided that—

7.1.1.1 in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of a watchman, one work-day in respect of each completed month of employment, and in the case of any other employee one work-day in respect of each completed period of five weeks of employment;

7.1.1.2 where, in the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, the employee shall be entitled to be paid in respect of only such leave as has so accrued, but the employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay the employee in respect of such excess period of absence owing to incapacity, to the extent to which sick leave, accrued at such expiration or termination, had not been taken;

7.1.1.3 where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

7.2 An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of absence from work—

7.2.1 for more than three consecutive work-days; or

7.2.2.2 on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee’s incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, the employer may, during the period of eight weeks immediately succeeding the last such occasion, require the production of such certificate in respect of any absence. Furthermore, an employer may require an employee to obtain a certificate issued by a medical practitioner nominated by the employer but at the employer’s expense in order to satisfy the requirements of this clause.

7.3 For the purposes of this clause the expression—

7.3.1 “employment” shall be deemed to include—

7.3.1.1 any period during which an employee is absent—

7.3.1.1.1 on leave in terms of clause 6;

7.3.1.1.2 on the instructions or at the request of his employer;

7.3.1.1.3 on sick leave in terms of clause 7.1;

amounting in the aggregate, in any period of 12 months to not more than 10 weeks; and
7.3.1.2 enige tydperk wat 'n werknemer afwezig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van enige tydperk van sodanige opleidings- of diensttydperk as diens te eis nie;

7.3.1.3 enige tydperk wat 'n werkgewer van 'n werknemer vereis om nie te werk nie weens weeswoordestigheid, 'n slapte in die bedryf of 'n onklaarbare vraag van masjine-rile; en word enige tydperk van diens ter by die werkgewer onmiddellik voordat hierdie order bindend geword het, by die toepassing van hierdie klusule gaans diens ingevolge hierdie order te wees, en word alle skedektvertel wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie order verleen te wees;

7.3.2 beteken "ongeskiktheid" onvermoeë om te werk weens siekte of besering, behaal siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoeë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligte siekte waar- voor vergoeding kragtens die Ongevalswet, 1941, betaalbaar is, as ongeskiktheid behoort word geslegte gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaal- ingevolge daardie Wet betaalbaar is nie.

7.4 Voorbehoopbepaling: Hierdie klusule is nie van toepassing nie—

7.4.1 op 'n werknemer op wie se straflike versoek van 'n werkgewer bydrea wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klusule vermeld, altesaam minstens die ekvivalent van sy loon vir 20 of 24 werkgoeie, na gelang van die geval, in elke tydperk van 24 maande diens aan hom betaal sal word, behaal se die gewaarborgde koe verskyn die eerste 24 maande wat die werkgewer bydraas betaal, verlaag kan word, maar tot minstens die aanwasgoed euteeis in die eerste voorbehoopbepaling van klusule 7.1;

7.4.2 op enige tydperk van ongeskiktheid van 'n werknemer waarvoor daar by 'n ander wet vereis word om die werknemer minstens sy volle loon te betaal.

8. BETALING TEN OPSIGTE VAN SONDAE EN BETAALDE VAKANSIEDAE

8.1 Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

8.1.1 die werknemer—

8.1.1.1 indien hy alus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

8.1.1.2 indien hy alus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of

8.1.2 hom teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag variof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

8.2 As 'n werknemer nie op 'n verpligte betaalde vakansiedag in klusule 2 bedoel, work nie, moet die werkgewer hom minstens sy weekloon betaal vir die week waarin sodanige dag val.

8.3 Wanneer 'n werknemer op 'n verpligte betaalde vakansiedag 'n klusule 2 bedoel, work moet sy werkgewer hom vir die week waarin daardie dag val, minstens sy week- loon betaal, plus sy uurlloon vir elke uur of deel van 'n uur wat

7.3.1.2 any period during which an employee is absent from work owing to military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

7.3.1.3 any time during which an employee is required by the employer not to work because of the vagaries of the weather, slacksness of trade or a breakdown of machinery or plant; and any period of employment which an employee has had with the same employer immediately before the date on which this order became binding shall for the purposes of this clause, be deemed to be employment under this order, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this order;

7.3.2 "incapacity" means inability to owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement pay- ment is payable in terms of that Act.

7.4 Savings: This clause shall not apply—

7.4.1 to an employee at whose written request the employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employ- ment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced, but not less than the rate of accrual set out in the first proviso to clause 7.1; and

7.4.2 in respect of any period of incapacity of an employee for which the employer is required by any other law to pay to the employee not less than his full wages.

8. PAYMENT IN RESPECT OF SUNDAYS AND PAID HOLIDAYS

8.1 Whenever an employee works on a Sunday, his employer shall either—

8.1.1 pay the employee—

8.1.1.1 if he so works for a period not exceeding four hours, not less than his daily wage; and

8.1.1.2 if he so works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

8.1.2 pay the employee at a rate of not less than one and a third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

8.2 If an employee does not work on an obligatory holiday referred to in clause 2, his employer shall pay him for the week in which such day falls not less than his weekly wage.

8.3 Whenever an employee works on an obligatory paid holiday referred to in clause 2, his employer shall pay him for the week in which such day falls not less than his weekly wage plus his hourly wage for each hour or part of an hour.
die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat wanneer daar van 'n werknemer vereis of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag moet word vier uur te gewerk het.

8.4 Hierdie klausele is nie van toepassing nie op 'n werknemer wat ingevolge klausele 5.6.1 van die werksregtelikings uitgesluit is.

9. STUKWERK

9.1 'n Werkgever kan, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klausele 9.3, sodanige werknemer besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer ongaag die hoeveelheid werk wat verlig is, sodanige werknemer moet betaal vir elke week waarin stukwerk verlig word, minstens die bedrag wat hy so 'n werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het.

9.2 'n Werkgever moet 'n lys van die besoldiging in klausele 9.1 bedoel, op 'n opvallende plek in sy bedryfsonering opgeheu.

9.3 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een week kennis van sodanige voorneming gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewestigtermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekoms is, kennis gee nie.

10. BESKERMENDE KLERE

10.1 'n Werkgever moet alle beskermende kleres wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf gratis verskaf en in 'n bruikbare toestand hou, en alle sodanige artikels bly die eiendom van die werkgewer.

11. VERBOD OP INDIENSMETING

'n Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

12. BEËINDIGING VAN DIENSKONTRAKT

12.1 'n Werkgewer of sy werknemer wat die dienstrek verlig moet —

12.1.1 in die geval van 'n gesalarieerde werknemer;

12.1.1.1 gedurende die eerste vier weke diens, minstens een werkdag;

12.1.2.1 na die eerste vier weke diens, minstens een week;

12.1.2 in die geval van 'n uurtiks besoldigde werknemer, minstens een werkdag;

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval af die betaal in die geval van —

12.1.3 een werkdag kennisgewing, minstens die dagloon;

12.1.4 een week kennisgewing, minstens die weekloon;

wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat —

12.1.4.1 die werking van 'n verbinding of boete wat regtens van toepassing mag wees op 'n werknemer wat dros, nie hierdie genees kom nie; en

worked by the employee on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

8.4 This clause shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5.6.1.

9. PIECE WORK

9.1 An employer may, after at least one week's notice to his employees, introduce a piece-work system and, save as provided in clause 4.3, such employer shall pay such employee remuneration at the rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked.

9.2 An employer shall keep posted in a conspicuous place in his establishment a schedule of the rates referred to in clause 9.1.

9.3 An employer who intends to cancel or amend the piece-work system in operation or the rates applicable thereunder, shall give his employee employed on such system not less than one week's notice of such intention: Provided that an employer and his employees may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

10. PROTECTIVE CLOTHING

10.1 An employer shall supply and maintain in serviceable condition, free of charge, any protective clothing which he requires his employee to wear or which by any law he is compelled to provide to his employee and any such article shall remain the property of the employer.

11. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

12.1 An employer or his employee, who desires to terminate the contract of employment, shall give notice of termination of —

12.1.1 in the case of a salaried employee,

12.1.1.1 during the first four weeks of employment, not less than one workday's;

12.1.1.2 after the first four weeks of employment, not less than one week's and;

12.1.2 in the case of an hourly-rated employee, not less than one workday's;

or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than in the case of —

12.1.3 one workday's notice, the daily wage;

12.1.4 one week's notice, the weekly wage;

the employee is receiving at the time of such termination: Provided that —

12.1.4.1 this shall not affect the operation of any forfeitures penalties which by law may be applicable in respect of an employee who deserts; and
12.1.4.2 where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deduction had been made in respect of short-time".

12.2 Where there is an agreement in terms of the second proviso to clause 12.1, the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

12.3 The notice prescribed in clause 12.1 shall be given on any work-day: Provided that—

12.3.1 the period of notice shall not run concurrently with nor shall notice be given during an employee’s absence—

12.3.1.1 on leave in terms of clause 6;
12.3.1.2 on military training or service in pursuance of the Defence Act, 1957;

12.3.2 notice shall not be given during an employee’s absence on sick leave in terms of clause 7 or absence owing to incapacity in the circumstances set out in clause 7.4; amounting in the aggregate, in respect of absences referred to in paragraphs 12.3.1.1 and 12.3.2 to not more than 10 weeks in any period of 12 months.

12.4 Notwithstanding anything to the contrary in this order, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this order, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6.5 be deemed to have paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

Except when a contract of employment of an employee is terminated on the grounds of desertion the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and the employee, the class of the employee, the date of commencement and the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

[Signature of employer or authorised representative]

Dated: 19...

13.1 Delete whichever is inapplicable.
13.2 State class in which employee was wholly or mainly engaged.
14. LOS WERKNMETERS

Tensy die sinsverband anders aansluit, is die diensvoorwaardes wat in hierdie Order voorgeskry word, op los werknemers van toepassing, behalwe in die volgende omstandighede:

14.1 Besoldiging:
14.1.1 Wanneer 'n werkgewer van 'n los werknemer vereis om 'n tydperk van nie meer nie as vier agtereenvolgende uren op 'n dag te werk, kan sy loon met nie meer nie as 50 persent ten opsigte van dié dag verminder word.
14.2 Betaaling van besoldiging:
14.2.1 Die bepaling van kloause 4.1 is nie van toepassing nie.
14.2.2 'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by diensbeëindiging betaal, maar minstens wekeliks.
14.3 Betaaling van oortydwerk:
14.3.1 'n Werkgever moet 'n los werknemer wat oortyd werk, teen minstens een en 'n derde keer sy gewone loon betaal met ten opsigte van die totale tydperk wat deur sodanige werknemer op 'n dag gewerk is.
14.4 Jaarlikse verlof:
Kloause 6 is nie van toepassing nie.
14.5 Siekteverlof:
Kloause 7 is nie van toepassing nie.
14.6 Beëindiging van dienskontrak:
Kloause 12 is nie van toepassing nie.
14.7 Dienssertifikaat:
Kloause 13 is nie van toepassing nie.

No. R. 327 31 Januarie 1992
WET OP ARBEIDSVERHOUDINGE, 1956
KOREKSIENKENNISGEWING
BONYWERHEID, KIMBERLEY; WYSIGING VAN HOOFDOOREENKOMS

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 3136 wat in Staatskoerant No. 13684 van 20 Desember 1991 verskyn, word hierby vir algemene inligting gepubliseer:

In die Engelse sowel as die Afrikaans teks, vervang die woorde "Sent per uur" met "Rand per uur" waar dit in kloause 24 (1) (a)–(d) en 24 (2) (a)–(d) voorkom.

No. R. 356 31 Januarie 1992
WET OP ARBEIDSVERHOUDINGE, 1956
VERBETERINGSKENNISGEWING
YSTER-, STAAL-, INGENIEURS- EN METALLURGISE NYWERHEID; HERBEKRAFTIGING VAN HOOFDOOREENKOMS

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 2658 wat in Staatskoerant No. 13612 van 8 November 1991 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaans teks van die Bylae:
(a) 6. KLOAUSE 4: WERKURE
In item (2), die eerste paragraaf van subkloause "(3)" voeg die uitdrukking: "Behoudens dat:" in na die woorde: "... 10 uren per week wees..."
(b) 25 BYLAE A
WERKSEKURITEIT

No. R. 356 31 Januarie 1992
LABOUR RELATIONS ACT, 1956
CORRECTION NOTICE
IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: RE-ENACTMENT OF MAIN AGREEMENT

The following corrections to Government Notice No. R. 2658 appearing in Government Gazette No. 13612 of 8 November 1991 are hereby published for general information:

1. In the Afrikaans text to the Schedule:
(a) 6. KLOAUSE 4: WERKURE
In item (2) the first paragraph of subsection "(3)" insert the expression: "Behoudens dat:" after the expression "... 10 uren per week wees..."
(b) 25 BYLAE A
WERKSEKURITEIT
SA estate agents to join world body

Estate agents in SA have been invited to join an international federation representing their profession.

The International Real Estate Federation (FIABCI) decided at a recent meeting of its board in São Paulo, Brazil, to invite an application by the Institute of Estate Agents of SA (IEASA) for "principal membership" of the international body.

FIABCI deputy world president-elect David Blumberg said approval of the application by a board meeting during the federation's world congress in Montreux, Switzerland, in May would be a formality.

Blumberg is a former South African living in Israel and has worked for many years to get SA's membership accepted.

"This is a tremendous opportunity for South Africans who are now, after years of sanctions, coming back into the international community," he says.

"There is a great deal of business to be done out there, and FIABCI provides access to it through its sub-committees, conventions and membership list."

Trevor Downing, president of the IEASA, says FIABCI is a federation of professional real estate associations, represented in 48 countries. In addition to access to international business, the federation provides real estate agents with an effective means of communication to enable them to share their knowledge and experience.

Downing says the IEASA will now be responsible for the formation of an SA chapter of FIABCI and its administration.

Other associations in the building industry or individuals wishing to join the organisation would, in the case of estate agents, have to be members of the IEASA, or, in the case of other professions, members of their professional association.

"We are proud to be associated with an organisation which has as its members many of the foremost property and related companies in the world, representing the widest range of disciplines — from construction, engineering and development companies to architects, valuers, town planners, lawyers and brokers."

FIABCI world president Alan Hood of Britain and Blumberg will attend the IEASA annual convention at Sun City in August.

Hood has also expressed interest in meeting cabinet ministers and others involved in the housing industry.
Low-paid workers sacrifice quality for speed

By Bronwyn Wilkinson and Zingisa Mkhuma

Building workers on a low-cost housing development in Lenasia, south of Johannesburg, claim they earn as little as R7.50 to R45 for a completed house — and they admit they compromise quality for speed in the rush to collect their meagre wages.

Each house takes about two days to complete, they say.

Sophie Jantjes, who cleaned plaster and swept up after the bricklayers, said she earned R7.50 a completed house.

Christinah Mohohoboe from Pietersburg said she shovelled cement and sand from six houses for nine hours a day for only R10.

Three labourers said they were paid R10 a day whether a house was completed or not. Other labourers who mixed and shovelled cement said they earned R25 a house.

Bricklayers each earned R45 a completed house.

"We rush to finish six houses a fortnight," said bricklayer Rufus Malaje from KwaNdebele.

The builders agreed that speed was more important to them than quality.

Bricklayer Harry Fontein said: "It takes us about four days to complete the walls of a house, and we get R40 at the end. But even if it takes seven days to complete we would still get the same amount."

A sub-contractor on the site showed The Star a contract for brickwork on four houses. He was paid an average of R600 a house.

The sub-contractor (who cannot be named because he is still contracted to the main developers) said he divided the money among six bricklayers and seven labourers. The bricklayers were paid R45 each and labourers R25.

Spokesman for the developers, Stocks and Stocks housing division, Mike Fullard, said his company managed some of the sub-contractors and recommended wages. He said that labourers were paid an incentive above the average salary.

Commenting on the claim that quality was being compromised for speed, Mr Fullard said the quality of the houses was "good", adding that stocks and Stocks were contracted to the government for the development and that the houses were needed urgently.

The houses were produced at R18 000 each.

He said he believed the brick work (about 5000 bricks a house) could be done in a day.

"Then the bricklayer's wage breaks down to about R5.30 an hour, which is fair," he said.

Africa Builders Association marketing director Morgan Lesolubane said the builders were being paid the standard amount for erecting walls.
Inland Revenue is putting into effect 1990 Income Tax Act amendments that make employers deduct Paye tax from payments to close corporations (CC) defined as "labour brokers."

Application forms for exemption will be available from May 1 and Paye must be deducted from July 1.

The amendments, explains John Hanssen of the office of the Commissioner for Inland Revenue, were intended to create uniform tax treatment in the labour broking business and will prevent CCs being used as a means of evading or postponing tax.

If a member of the CC provides a personal service to a client, the CC will now be regarded as a labour broker.

Tax has been evaded, for example, when specialist employees, such as engineering draftsmen, came to SA to perform work on an expatriate basis and left after their contracts expired. As the law stood, the ultimate employer/client was not required to deduct Paye from fees paid to the CC. So the CC assumed the contract to provide personal services, passing on payment to the member who frequently evaded the tax simply through non-disclosure.

The interposition of the CC also allowed tax payments to be postponed because it had to pay only provisional tax, not monthly Paye tax.

The definition of labour broker in the amendments to the Act corresponds with the definition found in labour legislation. It is so broad a definition that — unqualified — it...
Lloyd's has set up groups to work on the radical overhaul, as recommended by a task force last month, of the insurance market. It has even bowed to criticism which followed its initial rejection of the task force's plan to streamline the Lloyd's governing body and create a separate regulating watchdog. That is now on the agenda.

The working groups have until June to decide on proposals the task force wants in place by the beginning of next year.

The task force's mandate was to look at the next five to seven years. For Lloyd's to hold its position, assuming 5% inflation and 3% growth in the main economies, will require a 50% increase in capacity to £15bn by 1997, says the report.

To this end, the main proposals were:

- **Limiting losses.** All names will have to pay 0.25% of their overall premium limit into a stop-loss fund. This will put a cap on losses over a four-year period, equal to 100% of annual gross premiums. Anything over that will be met by the fund but, should it run out of money, losses will revert to the name — *in extremis* unlimited liability is thus retained.

- The stop-loss fund levy will be imposed on top of the existing 0.5% contribution to the £500m Lloyd's central reserve fund and the 0.6% for market expenses;

- **Spreading funds and therefore risk among a greater number of syndicates;**

- **Names should be entitled to regular meetings, full information about how their money is being managed and the right to veto major underwriting deals;**

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**ECONOMY & FINANCE**

- **Reduce costs by 30%**. These have been pushed up by the proliferation of syndicates and agencies. Costs to members in syndicates which wrote £100m a year were only 4% of gross premiums. At £1bn a year, this went up to 10%; and (23)

- **Corporate membership**. To reach £15bn capacity by 1997 will require at least 5,000 new names — and the fallout from the bad years may yet take a further toll. Allowing corporate membership is a long-term objective and the task force envisages that, in return for their limited liability, corporate members will put up more capital reserves than sole trading names.
SA builders’ institute

seeks chartered status

Business Day Reporter

PROFESSIONAL builders in Australia enjoy a higher status than those in SA, says SA Institute of Building (SAIB) vice-president Mark Massyn.

He says this became apparent during the recent visit to Cape Town of a former president of the Australian Institute of Building, Alec Highy.

The Australian institute, established about 40 years ago, has “chartered status”.

“This means the builder is recognised as a fully fledged professional on a similar footing to an engineer, an architect or a quantity surveyor,” says Massyn.

He had found his discussions with Highy enlightening because the Australian institute had achieved for its members the status that the SAIB had been campaigning for for several years.

“As most of the building industry knows, the SAIB is still trying to get some form of professional recognition for those with training and experience, so that they can call themselves professional or qualified builders.”

Australian institute members not only qualified automatically for certain government positions but had a fee scale accepted throughout government circles. This acceptance influenced the private sector view of professional builders throughout the country.

Selected members of the Australian institute also qualified for professional indemnity insurance.

“They can, once accepted as professionals, indemnify completed projects for insurance purposes, provided they have inspected the projects regularly throughout the construction period. Here, again, the SAIB is working to bring about a similar situation,” says Massyn.

“If and when it is fully achieved, the buyer of a professionally checked and indemnified building will have complete peace of mind as he will be automatically insured against defects due to negligence or in materials which might crop up within the first five years of the building being completed.”

Massyn said the insurance system had apparently worked so well in Australia that it should now be accepted in SA.

“The employer or the buyer would, under the system we have proposed, use the SAIB member to help him achieve the indemnity required,” said Massyn.
2. KLOUSULE 3: WOORDOMSKRYWING

(1) Vervang die omskrywing van "ambagsman" deur die volgende:
"'ambagsman' lêmand wat as sodanig geregistreer is in gevolge klusule 9 van Hoofstuk I van hierdie Ooreenkomst en wat geskoolde werk soos omskryf, mag verrig: Met dien verstande dat daar van 'n geregistreerde ambagsman wat na 1 April 1989 die bevoegdheidstoets, soos deur die Raad verlang, by 'n goedgekeurde inrigting afgelei en daarin geslaag het, verwag kan word om sodanige geskoolde werk te verrig volgens die standaarde van die Productiewesprestasiekriteria, soos van tyd tot tyd deur die Nasionale Opleidingsraad vir die Bounywerheid voorgeskryf: Voorts met dien verstande dat daar van 'n geregistreerde ambagsman wat voor 1 April 1989 geregistreer was en wat nie geskoolde werk volgens die standaarde van die Productiewesprestasiekriteria kan verrig nie, ver- wag kan word om op die gewerkgewer se onkoste oplei- ding by die Bounywerheidsopleidingscentrum te Belhar vir 'n tydperk van twee weke te ondergaan, na welke tydperk hy in die bevoegdheidstoets in die Productiewesprestasiekriteria moet slaag; Voorts met dien verstande dat die twee vorige bepaling se onderwes is aan 'n proeftydperk van een jaar na die inwerkintre- ding van hierdie Wysigingsooreenkomst en daarna hersien moet word;".

(2) Vervang die eerste paragraaf van die omskry- wing van "geskoolde werk" deur die volgende:
"'geskoolde werk', met inbegrip van die bepaling van die omskrywing van 'ambagsman' soos in hierdie klusule vervat, werk van 'n geskoolde aard wat gewonlik en gebruiklike wyse uitgevoer word deur 'n persoon wat ingevolge die Wet op Mannekrajoplei- ding, 1981, 'n kontrak van vakkeerlingskap uitgedien of 'n opleidings tydperk deurloop het in enige van die ambagte ingevolge die Wet aangewys, met inbegrip van die werk van 'n maliëer, plafon- en/of afskortings- oprigter, vloerleer, waterdiger, dakkwerker of kweek- lingbouwer of bouwer klas 4, 3 of 2, soos oms- skryf, en omvat dit daarbenewens, sonder om die ge- wonne betekenis van die uitdrukking "geskoolde werk" enigerwyse te beperk, die volgende werksaamhede":

3. KLOUSULE 8: PROEFKWEKELINGBOUWERKERS EN KWEKELINGBOUWERKERS

Voeg die volgende bepaling by subklausule (1):

"Voorts met dien verstande dat 'n gewerkgewer wat nie Productiewesprestasiekriteriaoppleiding op die terrein vir geregistreerde kwekelingbouwerkers in sy diens Wil verrig nie, en wat sodanige kwekeling in staat stel om Productiewesprestasiekriteriaoppleiding deur 'n geakrediteerde inrigting te ontvang, nie deur die Nasionale Opleidingsraad vir die Bounywerheid geakrediteteerde hoef te wees nie."

4. KLOUSULE 14: REGISTERS WAT DEUR WERKGEWERS GEHOU MOET WORD

Vervang subklausule (2) deur die volgende:

"(2) Benewens die besonderhede in subklausule (1) bedoel, moet elke gewerkgewer 'n register hou, wat ge- delik beskikbaar is vir inspeksie te eniger tyd, van die Nwywerheidsraadnommer (andersins bekend as die Vakansiefonds- of Pensioenfondsnommer) van elke

2. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "artisan":
"'artisan' means any person who is registered as such in terms of clause 9 of Chapter 1 of this Agreement and who is permitted to perform skilled work as defined: Provided that a registered artisan who has completed and passed the competency test, as required by the Council, at an approved institution after 1 April 1969 may be expected to perform such skilled work in accordance with the standards of the Production Performance Criteria, as laid down from time to time by the National Training Board for the Building Industry: Provided further that a registered artisan who was registered prior to 1 April 1969 and who is unable to perform skilled work in accordance with the standards of the Production Performance Criteria may be expected to undergo training at the Building Industries Training Centre at Bellair for a period of two weeks at the expense of the employer, after which time he must pass the competency test in the Production Performance Criteria: Provided further that the two former provisions shall be subject to a trial period of one year after the coming into effect to this Amending Agree- ment and thereafter be reviewed;"

(2) Substitute the following for the first paragraph of the definition of "Skilled work":
"'skilled work' includes the provisions of the defini- tion of 'artisan' as contained in this clause, and means work of a skilled nature which is normally and customarily performed by a person who has served a contract of apprenticeship or a period of training in terms of the Manpower Training Act, 1981, in any of the trades designated in terms of the Act, including the work of a carpet layer, ceiling and/or partition erector, floor layer, waterproofer, roofer, or trainee tradesmen or tradesman, Class 4, 3, or 2, as defined, and furthermore, without in any way limiting the ordinary meaning of the expression "skilled work" includes the following activities;"

3. CLAUSE 8: PROBATIONARY TRAINEE TRADESMEN AND TRAINEE TRADESMEN

Add the following proviso to subclause (1):

"Provided further that an employer who does not wish to provide on-side Production Performance Crite- ria training for registered trainee tradesmen in his employ, and who enables such trainees to receive Pro- duction Performance Criteria training through an accredited institution need not be accredited with the National Training Board for the Building Industry."

4. CLAUSE 14: RECORDS TO BE KEPT BY EMPLOYERS

Substitute the following for subclause (2):

"(2) In addition to the particulars referred to in sub- clause (1), every employer shall keep a record, readily available for inspection at any time, of the Industrial Council number (otherwise known as the Holiday Fund or Pension Fund number) of every employee employed"
5. KLOUSEL 15: JAARLIJKSE VERLOF EN OPENBARE VAKANSIEDAE

Vervang subklausule (1) (a) (iii) deur die volgende:

"(iii) vir 21 aaneenlopende dae, wat begin tussen 17:00 op 13 Desember 1991 en 17:00 op 20 Desember 1991 en wat eindig tussen 08h30 op 6 Januarie 1992 en 06h30 op 13 Januarie 1992."

6. KLOUSEL 16: MINIMUM BASIESE LONE

Vervang die tabel in subklausule (1) deur die volgende:

<table>
<thead>
<tr>
<th>Kategorie werknemer</th>
<th>Minimumloon per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Algemene werkers</td>
<td>438</td>
</tr>
<tr>
<td>(b) Skoornmakers</td>
<td>315</td>
</tr>
<tr>
<td>(c) Bouwerkers klas 3</td>
<td>468</td>
</tr>
<tr>
<td>(d) Leerlinge in die tweede leerjaar</td>
<td>553</td>
</tr>
<tr>
<td>(e) Bouwerkers klas 2</td>
<td>744</td>
</tr>
</tbody>
</table>

5. CLAUSE 15: ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

"(iii) for 21 consecutive days commencing between 17:00 on 13 December 1991 and 17:00 on 20 December 1991 and ending between 08:30 on 6 January 1992 and 06:30 on 13 January 1992."

6. CLAUSE 16: MINIMUM BASIC WAGES

Substitute the following for the table in subclause (1):

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Minimum wage per hour in Cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) General workers</td>
<td>438</td>
</tr>
<tr>
<td>(b) Cleaners</td>
<td>315</td>
</tr>
<tr>
<td>(c) Tradesmen, Class 4</td>
<td>468</td>
</tr>
<tr>
<td>(d) Learners in the second year of learnership registered under the provisions of the Former Agreement</td>
<td>553</td>
</tr>
<tr>
<td>(e) Tradesmen, Class 2</td>
<td>744</td>
</tr>
<tr>
<td>(g) Drivers/Plant operators:</td>
<td></td>
</tr>
<tr>
<td>(i) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 10 licence (6 500 kg and over) or a Code 11 licence (horse and trailer)</td>
<td>605</td>
</tr>
<tr>
<td>(ii) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 9 licence (5 000 kg to 6 500 kg)</td>
<td>521</td>
</tr>
<tr>
<td>(iii) Drivers of all other motor vehicles (Code 8 licence) and operators of a horse or drivers of dumpers</td>
<td>455</td>
</tr>
</tbody>
</table>
7. KLOUSULE 20: GEREEDSKAPFONDS
In subklausule (1) (g), vervang die uitdrukking "10c" deur die uitdrukking "16c".

8. KLOUSULE 22: CURE WEER, SKUILING TEEN NAT WEER EN WASGERIEWE
Vervang subklausule (1) (d) deur die volgende:
"(1) ingesteld by die besluit dat die gevolgde is, van die Ooreenkoms is. It is daar 'n tolkie wat gevolg word 'n gereg-
weertoelate te wees."

9. KLOUSULE 28: VAKANSIEFONDS EN VERLOFBALETING
In subklausule (1), vervang die bestaande tabel deur die volgende:

<table>
<thead>
<tr>
<th>&quot;Klas werknemer&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Werknemers vir wie long voorgeskryf word by—</td>
<td></td>
</tr>
<tr>
<td>(i) klausule 16 (1) (b)</td>
<td>R 10,60</td>
</tr>
<tr>
<td>(ii) klausule 16 (1) (a), (c) en (d)</td>
<td>R 15,20</td>
</tr>
<tr>
<td>(iii) klausule 16 (1) (e) en (f)</td>
<td>R 16,60</td>
</tr>
<tr>
<td>(iv) klausule 16 (1) (g) en (h)</td>
<td>R 18,80</td>
</tr>
<tr>
<td>(v) klausule 16 (1) (i)</td>
<td>R 22,60</td>
</tr>
<tr>
<td>(vi) klausule 16 (1) (j)</td>
<td>R 24,40</td>
</tr>
<tr>
<td>(vii) klausule 16 (1) (k)</td>
<td>R 35,00</td>
</tr>
<tr>
<td>(viii) klausule 16 (1) (l)</td>
<td>R 38,80</td>
</tr>
</tbody>
</table>

10. KLOUSULE 29: PENSIEN- OF SOORTGELYKE FONDS
In subklausule (1) (a), vervang die bestaande tabel deur die volgende:

<table>
<thead>
<tr>
<th>&quot;Klas werknemer&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Werknemers vir wie long voorgeskryf word by—</td>
<td></td>
</tr>
<tr>
<td>(i) klausule 16 (1) (b)</td>
<td>R 22,60</td>
</tr>
<tr>
<td>(ii) klausule 16 (1) (a), (c) en (d)</td>
<td>R 31,60</td>
</tr>
<tr>
<td>(iii) klausule 16 (1) (g) en (h)</td>
<td>R 35,20</td>
</tr>
<tr>
<td>(iv) klausule 16 (1) (e) en (f)</td>
<td>R 39,20</td>
</tr>
<tr>
<td>(v) klausule 16 (1) (i)</td>
<td>R 47,80</td>
</tr>
<tr>
<td>(vi) klausule 16 (1) (j)</td>
<td>R 50,40</td>
</tr>
<tr>
<td>(vii) klausule 16 (1) (k)</td>
<td>R 64,80</td>
</tr>
<tr>
<td>(viii) klausule 16 (1) (l)</td>
<td>R 72,80</td>
</tr>
</tbody>
</table>

11. KLOUSULE 31: SIEKTEFONDS VIR DIE BOUNswerheid
In subklausule (2) (a), vervang die bestaande tabel deur die volgende:

<table>
<thead>
<tr>
<th>&quot;Klas werknemer&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Werknemers vir wie long voorgeskryf word by—</td>
<td></td>
</tr>
<tr>
<td>(i) klausule 16 (1) (a), (b), (c) en (d)</td>
<td>R 1,90</td>
</tr>
<tr>
<td>(ii) klausule 16 (1) (g), (h) en (i)</td>
<td>R 2,00</td>
</tr>
<tr>
<td>(iii) klausule 16 (1) (e) en (f)</td>
<td>R 2,20</td>
</tr>
<tr>
<td>(iv) klausule 16 (1) (j) en (k)</td>
<td>R 2,40</td>
</tr>
<tr>
<td>(v) klausule 16 (1) (l)</td>
<td>R 6,40</td>
</tr>
<tr>
<td>(vi) klausule 16 (1) (m)</td>
<td>R 6,80</td>
</tr>
</tbody>
</table>

7. CLAUSE 20: TOOL FUND
In subclause (1) (g), substitute the expression "10c" for the expression "16c".

8. CLAUSE 23: INCLEMENT WEATHER, SHELTER AND ABLUTION FACILITIES
Substitute the following for subclause (1):
"(1) Included in the remuneration payable in terms of the Agreement shall be an allowance deemed to be an inclement weather allowance."

9. CLAUSE 28: HOLIDAY FUND AND LEAVE PAY
In subclause (1), substitute the following for the existing table:

<table>
<thead>
<tr>
<th>&quot;Class of employee&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees for whom wages are prescribed in—</td>
<td></td>
</tr>
<tr>
<td>(i) clause 16 (1) (b)</td>
<td>R 10,60</td>
</tr>
<tr>
<td>(ii) clause 16 (1) (a), (c) and (d)</td>
<td>R 15,20</td>
</tr>
<tr>
<td>(iii) clause 16 (1) (i) and (g) (ii)</td>
<td>R 16,80</td>
</tr>
<tr>
<td>(iv) clause 16 (1) (g) and (h) (ii)</td>
<td>R 18,60</td>
</tr>
<tr>
<td>(v) clause 16 (1) (f)</td>
<td>R 22,60</td>
</tr>
<tr>
<td>(vi) clause 16 (1) (e)</td>
<td>R 24,40</td>
</tr>
<tr>
<td>(vii) clause 16 (1) (d)</td>
<td>R 35,00</td>
</tr>
<tr>
<td>(viii) clause 16 (1) (c)</td>
<td>R 38,80</td>
</tr>
</tbody>
</table>

10. CLAUSE 29: PENSION OR LIKE FUND
In subclause (1) (a), substitute the following for the existing table:

<table>
<thead>
<tr>
<th>&quot;Class of employee&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees for whom wages are prescribed in—</td>
<td></td>
</tr>
<tr>
<td>(i) clause 16 (1) (b)</td>
<td>R 22,60</td>
</tr>
<tr>
<td>(ii) clause 16 (1) (a), (c) and (d)</td>
<td>R 31,60</td>
</tr>
<tr>
<td>(iii) clause 16 (1) (g) and (h) (ii)</td>
<td>R 35,20</td>
</tr>
<tr>
<td>(iv) clause 16 (1) (e) and (f) (ii)</td>
<td>R 39,20</td>
</tr>
<tr>
<td>(v) clause 16 (1) (i)</td>
<td>R 47,80</td>
</tr>
<tr>
<td>(vi) clause 16 (1) (j)</td>
<td>R 50,40</td>
</tr>
<tr>
<td>(vii) clause 16 (1) (k)</td>
<td>R 64,80</td>
</tr>
<tr>
<td>(viii) clause 16 (1) (l)</td>
<td>R 72,80</td>
</tr>
</tbody>
</table>

11. CLAUSE 31: SICK PAY FUND FOR THE BUILDING INDUSTRY
In subclause (2) (a), substitute the following for the existing table:

<table>
<thead>
<tr>
<th>&quot;Class of employee&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees for whom wages are prescribed in—</td>
<td></td>
</tr>
<tr>
<td>(i) clause 16 (1) (a), (b), (c) and (d)</td>
<td>R 1,90</td>
</tr>
<tr>
<td>(ii) clause 16 (1) (g), (h) and (i)</td>
<td>R 2,00</td>
</tr>
<tr>
<td>(iii) clause 16 (1) (e) and (f) (ii)</td>
<td>R 2,20</td>
</tr>
<tr>
<td>(iv) clause 16 (1) (j) and (k)</td>
<td>R 2,40</td>
</tr>
<tr>
<td>(v) clause 16 (1) (l)</td>
<td>R 6,40</td>
</tr>
<tr>
<td>(vi) clause 16 (1) (m)</td>
<td>R 6,80</td>
</tr>
</tbody>
</table>
12. KLOUSULE 32: VAKVERENIGINGSLEDGELD
Vervang die eerste paragraaf van subklausule (1) deur die volgende:
"(1) Elke werkgewer moet 'n bedrag van R1,73 as vakverenigingsledgeld betaalbaar, aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van enige van die vakverenigings wat 'n party by die Oor- eenkoms is, en vir wie lone by klousule 16 (1) (h) voorgekry word, en elke werkgewer moet voordat hy 'n werknemer in diens neem waar die lone by klousule 16 (1) (a) tot (g) en (i) voorgekry word, van sodanige werknemer vereis om 'n geldende bydraereboek voor te lé, en indien sodanige boek bewys bevat dat die betrokke werknemer lid is van enige van die vakverenigings wat 'n party by die hierdie Ooreenkoms is, moet sodanige werkgewer 90 sent as vakverenigingsledgeld betaalbaar, aftrek van die besoldiging wat elke week aan sodanige werknemer verskuldig is in die geval van 'n wer- nemer vir wie lone by klousule 16 (1) (a), (b) en (c) voorge- skryf word, en R1,00 per week in die geval van 'n werknemer vir wie lone by klousule 16 (1) (d) tot (g) en (i) voorgekry word;".

13. KLOUSULE 33: SPESIALE LIDMAATSKAPHEF- FING—WERKGEWERS
In subklausule (1), vervang die uitdrukking "30c" deur die uitdrukking "65c".

14. KLOUSULE 34: NASIONALE ONTWIKKELINGS- FONDS VIER DIE BOUWEREYDER
In subklausule (2), skrap paragrawe (a) en (b) en vervang die eerste paragraaf deur die volgende:
"(2) Elke werkgewer moet ten opsigte van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgekry word, tot die Nasionale Fonds 'n bedrag bydra van 45c per week ten opsigte van 'n werknemer wat—"

15. Vervang klousule 40 deur die volgende:

40. ALGEMEEN
"(1) Niets in hierdie Ooreenkoms vervat, moet so vertolk word nie dat dit 'n werkgewer of werknemer onthef van die bepalings van enige ander wet of proklamasies, of enige verordening of regulasies wat daartegelyk opgestel is.
(2) By alle monéêre waardes in hierdie Ooreenkoms genoem, is Belasting op Toegevoegde Waarde uitgesluit.".


H. McCARTHY,
Voorstetter.

L. P. DAGNIN,
Ondervoorstetter.

J. J. KITSHOFF,
Sekretaris.
(21 Februarie 1992)

DEPARTEMENT VAN NASIONALE
GESONDHEID EN BEVOLKINGS-
ONTWIKKELING

No. R. 543 21 Februarie 1992

12. CLAUSE 32: TRADE UNION SUBSCRIPTIONS
Substitute the following for the first paragraph of subclause (1):
"(1) Every employer shall deduct an amount of R1.73 for trade union subscriptions payable from the remuneration due every week to each of his employees who is a member of any of the trade unions which is a party to the Agreement and for whom wages are prescribed in clause 16 (1) (h) and every employer shall, before engaging any employee for whom wages are prescribed in clause 16 (1) (a) to (g) and (i) demand from such employee the production of a current contribution book, and should such book contain proof that the employee concerned is a member of any of the trade unions which is a party to this Agreement, then such employer shall deduct 90 cents for trade union subscriptions payable from the remuneration due every week to such employee in the case of an employee for whom wages are prescribed in clause 16 (1) (a), (b) and (c) and R1.00 per week in the case of an employee for whom wages are prescribed in clause 16 (1) (d) to (g) and (i)."

13. CLAUSE 33: SPECIAL MEMBERSHIP LEVY—
EMPLOYERS
In subclause (1), substitute the expression "65c" for the expression "30c".

14. CLAUSE 34: NATIONAL DEVELOPMENT FUND FOR
THE BUILDING INDUSTRY
In subclause (2), delete paragraphs (a) and (b) and substitute the following for the first paragraph:
"(2) Every employer shall contribute to the National Fund in respect of each of his employees for whom wages are prescribed in this Agreement an amount of 45c per week in respect of an employee who—"

15. Substitute the following for clause 40:

40. GENERAL
"(1) Nothing in this Agreement contained shall be construed as absolving any employer or employee from the provisions of any other enactments or proclamations, or any by-laws or regulations framed thereunder.
(2) All monetary values quoted in this Agreement are exclusive of Value Added Tax.".

Signed at Cape Town this 27th day of January 1992.

H. McCARTHY,
Chairman.

L. P. DAGNIN,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.
(21 February 1992)

DEPARTMENT OF NATIONAL
HEALTH AND POPULATION
DEVELOPMENT

No. R. 543 21 Februarie 1992

REGULATIONS REGARDING ALLOWANCES PAY- 
ABLE TO MEMBERS OF THE COUNCIL AND OF
COMMITTEES IN TERMS OF THE PROVISIONS OF
THE SOCIAL WORK ACT, 1978: AMENDMENT

Small Builders

Firm to Run Courses for

THE NEW MARKETING

PROPERTY

SOWTAN THURSDAY FEBRUARY 27 1969

Page 23
PRETORIA. — The weighted average indices of actual wage rates in the building industry for the quarter ended November 1991 compared with the quarter ended August 1991 showed an increase of 5.6% for artisans and 1.5% for other workers, it was announced yesterday.

The Central Statistical Service (CSS), in a news release issued in Pretoria, said compared with the quarter ended November 1990 increases of 10.9% and 7% occurred respectively.

"The weighted average index of actual labour cost for the quarter ended November 1991 is 190.4 for artisans. It is 6% higher than for the quarter ended November 1990," the CSS said.
DEPARTEMENT VAN MANNEKRAG
No. R. 863 20 Maart 1992
WET OP ARBEIDSVERHOUDINGE, 1956
MEUVELNYWERHID, NATAL: VERLENGING VAN HOOFDOORENKHUS


D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 880 20 Maart 1992
WET OP ARBEIDSVERHOUDINGE, 1956
BOU-EN KLIPMESSELNYWERHID, (TRANSVAAL): OORENKOMS VIR ONSKIOOLDE WERK-NEMERS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkom is wat in die Byl ia 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 Oktober 1992 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkom aangepa het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkom, uitgesonder dié vervat in kluwsels 1.1.1 (i), 2, 11, 12, 19, 18 en 19 van Hoofstuk I met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1992 eindig, bindend is vir al 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 kluwsel 1 van die genoemde Ooreenkom gespesifieer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

DEPARTEMENT OF MANPOWER
No. R. 863 20 March 1992
LABOUR RELATIONS ACT, 1956
FURNITURE MANUFACTURING INDUSTRY, NATAL: EXTENSION OF MAIN AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

No. R. 880 20 March 1992
LABOUR RELATIONS ACT, 1956
BUILDING AND MASONERY INDUSTRIES (TRANSVAAL): AGREEMENT FOR UNSKILLED EMPLOYEES

I, Glen Morris Edwin Carelse, Deputy 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 October 1992, 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 1.1.1 (i), 2, 11, 12, 19, 18 and 19 of Chapter I, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 October 1992, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.
BYLAE
NYWERHEIDSRAAD VIR DIE BONYWERHEID
(TRANSVAAL)
OORENKOMS
ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit
deur en aangegaan tussen dié
Master Builders’ Association (Witwatersrand en
Transvaal South)
Building Industries Association (Transvaal North)
Master Masons’ and Quarry Owners’ Association
(South Africa)
(hierdie die “werkgewers” of die “werkgewersorganisasies”
genooom, aan die een kant, en dié
Amalgamated Union of Building Trade Workers of
South Africa
Construction and Allied Workers’ Union
Building Industries Workers’ Union
(hierdie die “werknemers” of die “vakverenigings” genoem,
aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bonywerheid
(Transvaal).

HOOFSTUK I
1. GEBIED EN TOEPASSINGSBESTEK VAN
OORENKOMS
1.1 Hierdie Ooreenkoms moet in die Bou- en Monument-
kligmassenwaarde nagekom word—
1.1.1 (i) deur alle werkgewers wat lede is van die werk-
gewersorganisasies en deur alle werknemers wat lede is van die
die vakverenigings;
(ii) (a) in die landdrosdistrik Alberton, Balfour, Benoni,
Boeksborg, Brakpan, Delmas, Germiston, Heidelberg
(Transvaal), Johannesburg, Nelspruit, Randburg, Randfontein
(uitgesonderd die gedeelte wat buite ’n straal van 48,28 km
vanaf die Hooposkantoor, Krugersdorp, val), Roodepoort,
Springs en Wonderboom (uitgesonderd die gedeelte wat
buite ’n straal van 32,18 km vanaf die Hooposkantoor, Pretoria,
val); die gebied binne ’n straal van 48,28 km vanaf die
Hooposkantoor, Krugersdorp; die gebied binne ’n straal
van 32,18 km vanaf die Hooposkantoor, Vereeniging; die
gebied binne ’n straal van 32,18 km vanaf die Hooposkantoor,
Pratordia (uitgesonderd die gedeelte van die Swart
Gebied uitvalrand JO 4341 wat binne genoemde straal
val); die gebiede binne ’n straal van 16,09 km vanaf die
Hooposkantoor op onderskeidlik Klerksdorp, Potchef-
stroom, Witbank en Middelburg (Transvaal); en in die land-
drosdistrik Kempton Park (uitgesonderd die gedeelte wat
buite ’n straal van 32,18 km vanaf die Hooposkantoor Pretoria,
val en wat voor die publikasie van Goewetenskennis-
gewissel 551 van 29 Maart 1956 binne die landdrosdistrik
Pretoria geval het);
(b) in die landdrosdistrik Bethal (met inbegrip van die
gedeelte van die landdrosdistrik Hoëveld wat voor 1 Maart
1979 binne die landdrosdistrik Bethal geval het);
1.2. Ondanks klosule 1.1 is hierdie Ooreenkoms—
1.2.1 slags van toepassing op dié klasse werknemers vir
wie lone in hierdie Ooreenkoms voorgestel word;
1.2.2 van toepassing op voormanne en algemene voor-
manne;
1.2.3 nie van toepassing op klerke en administratiewe per-
soneel nie;
1.2.4 nie van toepassing nie op persone wat betrokke is by
de installering en/of bedrading van elektriese lig, verwarm-
ings- of ander permanente voeder of elektriese toebehore in
geboue of de herstel of onderhoud van hyserys in geboue
wanneer sodanige werk deur ’n werkgewer onderneem word
wat onder die jurisdesie van ’n ander Nywerheidsraad val
nie;

SCHEDULE
INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(TRANSVAAL)
AGREEMENT

In accordance with the provisions of the Labour Relations
Act, 1956, made and entered into by and between the
Master Builders’ Association (Witwatersrand and
Transvaal South)
Building Industries Association (Transvaal North)
Master Masons’ and Quarry Owners’ Association
(South Africa)
(hereinafter referred to as the “employers” or the “em-
ployers’ organisations”), of the one part, and the
Amalgamated Union of Building Trade Workers of
South Africa
Construction and Allied Workers’ Union
Building Industries Workers’ Union
(hereinafter referred to as the “employees” or the “trade
unions”), of the other part,
being the parties to the Industrial Council for the Building
Industry (Transvaal),

CHAPTER I
1. AREA AND SCOPE OF APPLICATION OF
AGREEMENT
1.1 The terms of this Agreement shall be observed in the
Building and Masonry Industries—
1.1.1 (i) by all employers who are members of the employ-
ers’ organisations and by all employees who are members of
the trade unions;
(ii) (a) in the Magisterial Districts of Alberton, Balfour,
Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg
(Transvaal), Johannesburg, Nelspruit, Randburg, Randfontein
(excluding that portion which falls outside a radius of 48,28
km of the General Post Office, Krugersdorp), Roodepoort,
Springs and Wonderboom (excluding that portion which falls
outside a radius of 32,18 km of the General Post Office,
Pretoria); the area within a radius of 48,28 km of the General
Post Office, Krugersdorp; the area within a radius of 32,18
km of the General Post Office, Pretoria; the area within a
radius of 32,18 km of the General Post Office, Vereeniging; the
area within a radius of 16,09 km of the General Post Office,
Pretoria; the area within a radius of 16,09 km of the General
Post Office, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal); and in the land-
drosdistrik Kempton Park (excluding that portion which falls
outside a radius of 32,18 km of the General Post Office, Pretoria, and which, prior to the publica-
tion of Government Notice No. 551 of 29 March 1956, fell
within the Magisterial District of Pretoria);
(b) in the Magisterial District of Bethal (including that por-
tion of the Magisterial District of Hoëveld which, prior to 1
March 1979, fell within the Magisterial District of Bethal),
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 foremen and general foremen;
1.2.3 not apply to clerical employees and administrative
staff;
1.2.4 not apply to persons who are engaged in the installa-
tion 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 fall-
ing under the jurisdiction of another Industrial Council;
GOVERNMENT GAZETTE, 20 MARCH 1992

1.2.5 nie van toepassing nie op universiteitsstudente of technikonstudente of gegradsueerdes in die bouwetenskap en konstruktieseghouers, konstruktielegometers en ander persone wat besig is met praktiese werk ter voortsetting van hul akademiese opleiding;

1.2.6 nie van toepassing nie op die Yster-, Staat-, Ingenieurs- en Metalurgiese nywerheid soos omskryf in paragraaf G van die Registratieesertifikaat van die Nationale Nywerheidsraad vir die Yster-, Staat-, Ingenieurs- en Metalurgiese Nywerheid van Suid-Afrika;

1.2.7 onderworpe aan die bepales van alle vastellings gemaak deur die Nywerheidshof met betrekking tot die Bou-
nywerheid en die Meubelnywerheid;

1.2.8 nie van toepassing nie op werknemers wat in die Bouwnywerheid betrokke is by die oprigting van individuele behuising van minder as 50 vierkante meter. Hierdie subklusule is egter nie van toepassing op massa-
behuisingsoorde nie.

2. GELIDEGHEDSJUUR VAN OOREENKOMS

Hierdie Ooreenkom treer in werking op die datum van die Minister van Manneskrag kragtens artikel 48 van die Wet wat as 31 Oktober 1992 of as die tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkom gebezig en in die Wet op arbeidsverhoudings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wylysings van sodanige wet beëindig; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op arbeidsverhoudings, 1956;

"hulpambag," 'n ambag wat in enige ander nywerheid as geskoold beskryf word;

"Gebleed A" die landdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan, Johannesburg (uitsonder-
derd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 1383 van 11 September 1954 binne die landdistrikt Rooddeport geval het maar buite-
kant 'n straal van 48,28 km vanaf die Hoofposkantoor, Kru-
gersdorp), Kempton Park (uitsonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdistrikt Pretoria geval het maar buite-
kant 'n straal van 32,18 km vanaf die Hoofposkantoor, Pr
toria, Krugersdorp, 32,18 km vanaf die Hoofpos-
kantoor, Pretoria (uitsonderd die gedeelte wat in die land-
distrikt Brits wat binne genoemde straal van 32,18 km is en utsonderd die gedeelte wat van die Staat Geblad Uitval-
grond JO 4341 wat binne hierdie straal val), en binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging, Rand-
burg, Randfontein, Rooddeport, Springs en Wonderboom (uitsonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val);

"Gebleed B" die landdistrikke Delmas, Heidelberg, Nigel, binne 'n straal van 16,09 km vanaf die Hoofposkantoor, Potchefstroom en Klerksdorp, alle ander gebiede wat binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val, utsonderd die gebiede wat reeds in die omskryw van Gebleed A omvat is;

"Gebleed C" die landdistrikte Ballor en Bethal (met inbegrip van die gedeelte van die landdistrikt Hoëveldlak dat voor 1 Maart 1979 binne die landdistrikt Bethal geval het), en binne 'n straal van 16,09 km vanaf onderskeidelik die Hoofposkantoor Middelburg (Transvaal) en die Hoofposkantoor Witbank;

"ambagsman" 'n werknemer wat in 'n nie-aangewese ambag in diens is en wat sy ingeskrewe leerydparker as vak-
leerling ingevolge die Wet op Mannenkragopleiding, 1961, suksesvol voltooi het;

"blok" 'n bouwerkeneheid waarvan die afmetings groter is as 500 mm × 100 mm × 75 mm;

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 inconsist-
ent with the context—

"Act" means the Labour Relations Act, 1956;

"ancillary trade," means any trade defined as skilled

in any other industry;

"Area A" means the Magisterial Districts of Alberton, Benoni, Germiston, Boksburg, Brakpan, Johannesburg (excluding any portion which, prior to the publication of Government Notice 1383 of 11 September 1954, fell within the Magisterial District of Rooddeport but outside a radius of 48,28 km of the General Post Office, Krugersdorp), Kempton Park (excluding any portion which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 32,18 km of the General Post Office, Pretoria, Krugersdorp, 32,18 km of the General Post Office, Pretoria (excluding that portion of the Magisterial District of Brits falling within the said radius of 32,18 km and excluding that portion of the Black Area Uitvalgrond JO 4341 falling within this radius) and within the radius of 32,18 km of the General Post Office, Vereeniging, Randburg, Randfontein, Rooddeport, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria);

"Area B" means the Magisterial Districts of Delmas, Heidelberg, Nigel, within a radius of 16,09 km of the General Post Office, Potchefstroom and Klerksdorp, all other areas falling within the radius of 48,28 km of the General Post Office, Krugersdorp, excluding those areas already embraced in the definition of Area A;

"Area C" means the Magisterial Districts of Ballor and Bethal (including that portion of the Magisterial District of Hoëveldlak which, prior to 1 March 1979, fell within the Magis-
terial district of Bethal), and within a radius of 16,09 km of the General Post Office, Middelburg (Transvaal) and Witbank, respectively;
"Bouwnaarheid", zonder om de gewone betekenis van die uitdrukking enige eene te beperken, die Nywerheid waarin werkgevers en werknemers met moekaal geassosieer is met die doel om geboue en bouwerke op te rig, te voltoo, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die opritting, voltooiing of verbooiing van geboue en bouwerke, afgeisen daarvan of die werk verrig, die materiaal bereid of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit al die werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambtige of ondernemings daarvan.

Astilwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakte, die watersdrag of voortplanting van kelders of fondamentes, hetwy met bereide rolle dakbedekking van asfaltplate met geslaglussuwe of niegescuas gies op oppervlakke, of nie, en afgeisen daarvan of teer, macadam, neuchatell, limmer of ander tipe soliede of halfsoliiede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aanbring word, gebruik word of nie;

messewerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaas of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstrik, plaveiwerk, mosaikwerk, voorwerp met teikig, met marmer en met komposiemateriaal, ricolaanlegwerk, kleiwerk, pandekAPPING en sementkaalfaswerk aan erderpyrie;

lakpoelewerk, wat poelewerk met 'n kwas of kussinkie en bespuiting met 'n komposietstof insluit;

beglazing, wat die volgende insluit: Die sply en/of aanbring van alle soorte grys of dergelyke materiaal in splokkings in hout- of metaalseure, -vensters, -rame of dergelyke vaste toebehore, en alle werkzaamhede wat daarmee in verband staan;

skyrunwark, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skyrunwerkarti kels wat met sodanige toebehore in verband staan, afgeisen daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie, en wat ook rakkeste, kombusakte of ander kombuswerk toebehore insluit wat as 'n permanente deel van die gebou aanbring word;

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

klipmesaawerk, wat die volgende insluit: Klipkoperwerk, klipverwerk en klibouwerk, asook die sny-, poele- en profielwerkwerk met klibwerkmasjienerie, afgeisen daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

metalwerk, wat die volgende insluit: Die aanbring van staalplatonne, metaalvensters, metalludeure, siermetalwerk, metalramme en metalaltrappe en boumetalwerk die vervaardiging en/of aanbring van getrokke metaal en plaat en uitgedekte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbring werk in die gebou of bouwerk doen of nie;

verwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglazing, distemperwerk, afdw- en kleuroplekwerk, beetwerk, verniswerk, vlamskilderwerk en marmering en bespuiting, spuitverwerk, letterkilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuier van mure en houtwerk die opvul van barste in mure en die aanbring van stopverf in houtwerk;

"artisan" means an employee employed in a non-designated trade and who has successfully completed indenture ship as an apprentice in terms of the Manpower Training Act, 1981;

"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 side of the building or structure or elsewhere, and shall 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 rolled roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatell, limmer or any other type of solid or semi-solid asphalt, mastik or emulsified asphalt or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, slabs of plates, tiling of walls and floors, jointing of brick work, pointing, paving mosaic work, facing work in stone, in marble and in composition, drainlaying, stai ning, 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;

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 quarrying, processing and fixing of stone, and shall include the cutting, polishing and profiling by means of stoneworking machinery, whether or not the fixing was done by the person making or preparing the article used;

metal work, which includes the fixing of steel callings, metal windows, metal doors, builders' smithy 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, glaz ing, distempering, lime and colour washing, staining, varnish ing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and putting of woodwork;

plastering, which includes, modeling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo, and composition flooring, composition wall covering and polishing, operating a Mall and Biax or
pleisterwerk, wat de volgende insluut: Boesteenwerk, modellerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbordplafon en vesel- of ander komposiespleister, gietvloer, terrazzo en kompositeenvloerwerk, komposisie-muurbedekking en die polierwerk daaraan, die bediening van "n Rail en Biax- of dergelijke type verplaasbare spinner, meerdelige sny- en afwerkmasjienery, voorafgegiette of kunstleerpapier, muur- en vlooierteelwerk, vlooi- en metaalwerk, acoestiekpappetek en alle prosesse wat in verband staan met die volkloping van plafon en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbierwerk in die gebou van bouwerk doen of nie; noodgietwerk, wat die volgende insluut: Swelisoldieerkwork, loodgieterwerk, gietwerk, assettiereerk, sanitaire-en huisvestingswerk, roolanslagwerk, kalkaswerk, ventilateurwerk, varwaringswerk, die aanbring van warm en koue water, brandstofbysstellingas en die vervangering en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbierwerk in die gebou van bouwerk doen of nie; winkel-, kantoors- en bankbouwikstelwerk, wat die volgende insluut: Die vervanging en/of aanbring van winkelfronte, venterafskortings, uitstapstel, toonbank, skerm en binhuisse los en vaste toebehore; staalwappeing en/of staalkonstruksie, wat die volgende insluut: Die aanbring van alle soorte staal- en/of ander metaaluite, darsieries, staalbalke, plaatmetaal of metaal in enige vorm wat deel uitmaak van "n gebou of bouwerk; houtwerk, wat die volgende insluut: Timmerwerk, fineer-paneelwerk en die polering en skuur daarvan, houtwerk, masjienery, draaiwerk, houtvloeiwerk, die bediening van alle soorte dakgie, die aanbring van blank-en alkoestiekmetallie kurk- en asbestisolisie, houtdraaibak, kompositiesplafon en -muurbedekking, die boor van gate en die aanbring van oppie in mure, die bedekking van houtwerk met metaal, bloktjes- en ander vloeiwerk, met inbegrip van hout, linoleum, rubberkomposie, asfalt en vloeiwerk of kurk, met inbegrip van die afskorting daarvan, die bediening van "n Rail en Biax- of dergelijke type verplaasbare spinner, meerdelige sny, afwerk- en poleranavakery, klinkstof en/of die voorbereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbierwerk in die gebou van bouwerk doen of nie: Met dien verstaan egter dat as linoleum gelode word deur die verskaffer daarvan, wie se vernaamde bestaande in die Kommersiële Distribusiebedryf is, dit uitgestel moet word van hierdie omstandighede, eintlik sodanige lê swak inkomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie; "kleeomker" "n geskeie afdek, kamer of soortgelike bevredigende akkommodasie met "n minimum skoonvoorraad van vier vierkante meter, wat bestaan uit vier mure en "n dak en gemaks van beton, baksteen, hout, yster of "n kombinasie daarvan, wat skoonhou word en word stawe toegestuut kan word om "n geskeie plek vir die veilige bewaaring van werkners se klere te verskaf; en so "n gekleurde kamer mag vir geen ander deel gebruik word nie as om daar in te verkleen en om die workners se klere veilig waarin te bewaar; "skoonmaker" "n werkner wat een of meer van die volgende werkzaamhede verrig: Persale, deur, vensters, toerusting, gereedskaps, masjienery, meubels, voertuie, tenk, houers of ander artikels skoonmaak of wassen, met inbegrip van vloere, meubels of voertuie polere, matte boesel, ontelbare afvalmateriale verwys, persale gelykmaak en ander skoonmaakactiviteite wat met die voorafgaande gepaard gaan; "Raad" die Nywerheidsraad vir die Bouweryderie (Transvaal), geregistreer ingevolge artikel 19 van die Wet; "bydres" "n bydres wat die gewerkgewer of die werkner ingevolge hierdie Oosersenaars aan die Raad moet betaal en "n heffing op die deseefie bekerens; similar type of portable spiner, flexible cutting and finishing machinery, precice or artificial stone work, wall and floor fitting, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings, 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 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 part of a building or structure; woodworkng, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machinery, fitting, fitting of all types of roofs, fixing of sound and acoustic material, cork and/or acoustic insulaion, woodlining, composition ceiling and wall covering, driling and plugging of walls, covering of 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 spiner, flexible cutting, fitting 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 Trade 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 consumer; "change-room" means any suitable shed, room or similar satisfactory accommodation with a minimum floor space of seven square metres, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, kept clean and which 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; "cleaner" means an employee engaged on any one or more of the following activities: Cleaning and/or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles including polishing floors, furniture or vehicles, brushing carpets, removing excess waste material, levelling of premises and other cleaning activities incidental to the aforesaid; "Council" means the Industrial Council for the Building Industry (Transvaal) registered in terms of section 19 of the Act; "contributions" means any payment which the employer or employee is liable to pay to the Council in terms of this Agreement, and "lives" shall have the same meaning; "craftsmen" means an employee employed in a designated trade who is permitted to perform the work as defined in clause 3, Chapter 2, who has successfully completed all prescribed courses for a particular trade at a practical institution training centre and the on-site period of training as prescribed, and who has worked for at least two years in the industry in the particular trade after having successfully completed his practical institutional training and on-site training;
“vakman” ’n werknemer wat in ’n aangeweze ambag in diens is en wat as sodanig werk soos omskryf in klousule 3 van Hoofstuk 2, mag verrig, wat alle voorgeskrewre kurusse vir ’n bepaalde ambag by ’n praktiese instituisionele opleidingsentrum en die voorgeskrewre indiensopleiding-stydecperk suksesvol voltooi het en wat minstens twee jaar in die bepaalde ambag in die nywerheid geraak het nadat hy sy praktiese instituisionele opleiding en indiensopleiding suksesvol voltooi het;

“dag” die tydperk van 24 uur van middeag tot middernag;

“voorman” ’n werknemer wat een of meer van die volgende werksamhede verrig:

(a) hoofsakeiligk in ’n toegesigende hoedanigheid werkzaam 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) registreer aan ’n algemene voorman of die werkgewer of die werkgewer se gemagtegde verteenwoordiger verantwoordelik is vir doeltrefendheid en produksie op die terrein;

“algemene voorman” ’n werknemer wat werk uitvoer aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat die werk registreers koördineer en daaroor toesig hou en wie se pligte een of meer van die volgende werksamhede insluit:

(a) Toesigshouding;

(b) hantering van ’n kontrak of kontrakte;

(c) handhawing van dissipline;

(d) verantwoordelikheid aan die werkgever vir doeltrefendheid en produksie op die terrein(e);

(e) wat ook geskoolde werk kan verrig, hetsy in die hoedanigheid van instruenteur of andersens;

“algemene werker” ’n werknemer wat enige taak of werkzaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van “geskoolde werknemer” en “half-geskoolde werknemer”, maar met inbegrip van toesigshouding oor ander algemene werkers;

“Vakansiefondsboek” die amptelike bydraekaart wat die Raad aan elke werknemer in die Nywerheid uitreik;

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

“slegs-arbeid-koöper” iemand wat ‘slegs-arbeid-’

kontrakwerk onderneem;

“kweekling werknemer (gespesifiseerde ambag)” ’n werknemer wat as sodanig by die Raad geregistreer is, wat in diens is ooreenkomstig ‘n dienekontrak en wat geskoolde werk kan verrig in enigen van die gespesifiseerde ambage omskryf in klousule 1 van Hoofstuk 2 waarvoor hy as sodanig geregistreer is, en wat nie vir ’n vakkieerskap ingevolge die Wet op Mannedoopleiding, 1981, kwalifiseer nie; “hetlings” enige betaling wat die werkgever of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal; en

“oortyd” tyd wat werkwerk word bo en behalwe die getal gewone werktuie wat in klousule 6 van Hoofstuk 1 omskryf word;

“day” means the period of 24 hours from midnight;

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

(a) being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;

(b) giving out work to other employees under his control and supervision;

(c) maintaining discipline;

(d) being directly responsible to a general foreman or the employer or the employer’s authorised representative for efficiency and production on the site(s);

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

(a) Supervision;

(b) taking charge of a contract or contracts;

(c) maintaining discipline;

(d) being responsible to the employer for efficiency and production on the site(s);

(e) performing skilled work, whether in an instructional capacity or otherwise;

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

“Holiday Fund book” means the official contribution card issued by the Council to each employee in the Industry;

“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 I 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” shall have the same meaning;

“overtime” means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of Chapter I;

“person’s” include/s—

(a) a company which is a body corporate in its own right or registered as such under any Act; or

(b) any body of persons whether a body corporate or not;

“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;

“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, trainee craftsman 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 skilled 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;

"temporary general worker" means a general worker during the first four consecutive weeks of his employment by the same employer;

"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 craftsman" 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 designated trades as defined in clause 3 of Chapter 2, with a view to becoming a craftsman;

"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;

"wage" means that portion of the remuneration payable to an employee in terms of clause 4 of Chapter I in respect of the ordinary hours laid down in clause 8 of Chapter I: 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 I, it means such higher amount; (for the purposes of this definition, "regularly" means two subsequent payments);

"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, 3 and 4 definitions.)

4. PRESERVED WAGES

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:
### Schedule

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Area A</td>
</tr>
<tr>
<td>Manufacturing worker (mass</td>
<td>R</td>
</tr>
<tr>
<td>manufacturing)</td>
<td></td>
</tr>
<tr>
<td>General worker (not on</td>
<td>R</td>
</tr>
<tr>
<td>construction)</td>
<td></td>
</tr>
<tr>
<td>General worker (on construction)</td>
<td>R</td>
</tr>
<tr>
<td>Masonry stone industry</td>
<td></td>
</tr>
<tr>
<td>General worker</td>
<td>R</td>
</tr>
<tr>
<td>Grade 1 employee</td>
<td>R</td>
</tr>
<tr>
<td>Grade 2 employee</td>
<td>R</td>
</tr>
<tr>
<td>Grade 3 employee</td>
<td>R</td>
</tr>
<tr>
<td>Grade 4 employee</td>
<td>R</td>
</tr>
</tbody>
</table>

### 4.1.1 Bylæe

<table>
<thead>
<tr>
<th>Klasse werknemer</th>
<th>Gebied A</th>
<th>Gebied B</th>
<th>Gebied C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vervalgwende werknemer (mass-</td>
<td>2,85</td>
<td>2,00</td>
<td>1,57</td>
</tr>
<tr>
<td>savewaarding)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Algemene werknemer (nie op</td>
<td>2,86</td>
<td>1,86</td>
<td>1,46</td>
</tr>
<tr>
<td>konstruksie)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Algemene werknemer (op konstruksie)</td>
<td>3,80</td>
<td>2,66</td>
<td>2,09</td>
</tr>
<tr>
<td>Dimensionelektyk prywerheid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Algemene werknemer</td>
<td>3,80</td>
<td>2,66</td>
<td>2,09</td>
</tr>
<tr>
<td>Graad 1-werknemer</td>
<td>4,15</td>
<td>2,91</td>
<td>2,28</td>
</tr>
<tr>
<td>Graad 2-werknemer</td>
<td>4,51</td>
<td>3,16</td>
<td>2,48</td>
</tr>
<tr>
<td>Graad 3-werknemer</td>
<td>4,86</td>
<td>3,40</td>
<td>2,67</td>
</tr>
<tr>
<td>Graad 4-werknemer</td>
<td>5,22</td>
<td>3,65</td>
<td>2,87</td>
</tr>
</tbody>
</table>

4.1.2 Die volgende bedraad moet by die werlike loon gevoeg word wat elke werknemer op 27 September 1991 ontvang het: Met dien verstande voorsa dat die minimum gewaarborgde loon nie van toepassing is nie op groot kontrakteurs wat loonoooreenkomste met vakverenigings wat party by die Raad is, aangehaal het dan die implementering van hierdie Ooreenkomst en die ondergonge algemene verkoelings kan aangapas word deur enige verhoogings wat na 27 September 1991 aan werknemers toegestaan is, af te trek: Met dien verstande dat die resultaat aldus bereik, minstens die tarie van voorgestryf by klousule 4.1.1 moet wees vir elke klasse werknemer:

- Gebied A: R0,40 per uur.
- Gebied B: R0,30 per uur.
- Gebied C: R0,25 per uur.

4.2 Opkorting van diens van werknemers: die Werkbewers moet behoudens klousule 8.3 'n Werkbewer wie se diens tydelik opgeskep het, 'n bedrag betaal wat gelyk is aan die loon en toelaas wat so 'n werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige tydperk van opkorting gewerk het: Met dien verstande dat hierdie subklousule nie van toepassing is nie op werknemers wie se diens opgeskep is as gevolg van gure weersvoorafstande of in gevalle waarin diens van werk onderbreek is deur 'n natuurkrak of oomlag, brand, burgerlike onluste, staking, vyandeliklidge, onwettige saamspan van werkmesse, teno- risme, ontploeting en/of sommige noodtoestand.

4.3 Behoud van besoldiging: Niks in hierdie Ooreenkomst moet die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkomst in werkings troe, vermindering word nie, en 'n werknemer wat op genoemde datum hoëres besoldiging ontvang as die van hierdie Ooreenkomst vir sy klas werk voorgestryf word, moet steeds sodanige hoë loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgever verrig.

4.4 Differensie lents: 'n Werkbewer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskil- lende lents in hierdie Ooreenkomst of 'n ander ooreenkomst van die Raad voorgestryf word, moet vir al die ure op so 'n dag gewerk teen die hoër 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 werks is aan sodanige hoër geregedere werk besette het.

4.5 Tydelike algemene werker

4.5.1 Die Ioc van 'n tydelike algemene werker is 10 persent minder as die Ioc van die onderskeie klasse algemene werkers in klousule 4.1.1 bedoel.
4.5.2 Geen werkgever mag op enige stadium meer als 20 persent van sy totale arbeidsmag as tydelike algemene werkers in diens hê nie.

4.5.3 *n Werkgever mag nie *n tydelike algemene werker binne *n tydperk van minstens vier weke na beëindiging van diens weer in diens neem nie.

4.6 Indien *n werkgever nie aan die bepalings van klousule 4.5 voldoen, is hy verantwoordelik vir die betaling van lone en bydraes soos by hierdie Ooreenkomst voorgestel is. Asof die bepalings van klousule 4.5 nie van toepassing is nie.

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 beëindiging van *n werknemer gedeeltelik of in die geheel bereken word op die hoeveelheid of omvang van die werk wat verrig word, word toegelat: Met dien verstande dat *n werknemer wat op bogenoemde grondslag betaling nie minder betaal moet word nie as waarop hy geregist sou gewees het indien hy as *n uurtiks besoldigde werknemer gewerk het.

6. BETAALING VAN LONE, TOELAES EN OORTYD

6.1 Algemeen: Lone, verdienste vir oortyd, toelaes ingevolge hierdie Ooreenkomst en alle ander vergoeding wat verskuldig is aan *n werknemer moet weeklikse in kontant of, volgens ooreenkomst tusken die werkgever en werknemer, per tjok of direk in die werknemer se bank- of bougenootskaprekening betaal word. Afhankelijk van *n reëling tusken die werknemer en die werkgever kan betaling weeklikse of weeklikse of maandeliks geklikt op voorwaarde dat die werkgewer die Raad se toestemming verkry voordat hy sy werknemers anders as op *n weeklikse grondslag betaal.

6.2. Wagtyd: By beëindiging van diens, moet *n werkgever so *n werknemer alle lone, toelaes en ander besoldiging tot tyd en wyl sodanige betaling gedaan word, opsigte van elke werkuur of gedeelte daarvan, vanaf die tydspan waarop diens beëindig word totdat betaling gedaan word, en dié betaling moet nie later gedaan 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 plase van kennisgewing ingevolge klousule 10 van Hoofstuk 1, betaal word nie;
(iii) *n werknemer wat sy diens beëindig sonder om die voreistte kennis te gee en uit te dien, nie op betaling vir wagtyd geregist is nie;
(iv) *n werknemer wat nie op kennisgewing ingevolge klousule 10 van Hoofstuk 1 geregist is nie, slags op wagtyd geregist as hy nie binne 18 weekure vanaf dit tydspan waarop diens beëindig word, betaal word nie.

Vir die toepassing van hierdie subklousule word uitbetaling per geregistreerde pos gegewe hoorlikke betaling te wees. Die betaaldatum word geagd dat die te wees as die datum waarop die brief gepos is.

6.3 Besonderhede van betaling: Elke werkgever moet op die ooreenkomstbetaaldag aan die werknemer *n staat uitleg wat in besonderhede aandui hoe die bruto besoldiging bereken is, watter bedraad daarvan afgetrek is, die netto besoldiging wat in die koerant is, die waarde van die bydraes wat deur die werkgever by die Raad inbetaal is en die kumulatiewe aantal bydraes wat tot en met die laaste datum van die tydperk ten opsigte waarvan betaling gemaak word, betaal is.

4.5.2 No employer may at any stage employ more than 20 per cent of his total workforce as temporary general workers.

4.5.3 An employer may not re-employ a temporary general worker within a period of at least four weeks after termination of service.

4.6 If an employer fails to comply with the provisions of clause 4.5, he shall be responsible for the payment of wages and contributions as prescribed by this Agreement as if the provisions of clause 4.5 were not applicable.

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 weekly in cash or, by agreement between employer and employee, by cheque or directly into the employee's bank or building society account. Depending upon an arrangement between the employee and the employer, payment may be made fortnightly or monthly on condition, however, that the employer must obtain the permission of the Council before paying his employees other than on a weekly basis.

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

For the purposes of this subclause, 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 Particulars of payment: Every employer shall, on the agreed date of payment, issue the employee with a statement stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, the net remuneration contained in the envelope, the value of the contributions which the employer has paid to the Council and the cumulative number of contributions paid up to and including the last date in respect of which payment is made.

6.4 Overtime: For the purpose of this Agreement all time worked in excess of the number of ordinary hours of work prescribed in clause 8 hereof 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
6.4 Oortyd: Vir die toepassing van hierdie Ooreenkoms moet alle tyd wat langer gewerk word as die gewetlike werkure wat in klousule 8 hiervan voorgeskryf word, geag word oortyd te wees. Met dien verstande dat "n werknemer vir oortyd teen oortydariewe batala moet word slegs nadat 40 uur teen een tyd gewerk het en teen een gewone loonskaal voltooi is, is loonskaal waarmee "n werknemer gedurende "n week waarin oortyd gewerk is by "n werkgever in diens getree het en hy om die rede nie in staat was om 40 uur per week te werk nie.

6.4.1 Ondanks bogenoemde bepalings moet "n openbare vakansiedag wat binne "n weekwerk val, beskou word as tyd wat gewerk word en vir die doel om oortydige soos hierbo te bereik word aanbeveel.

6.4.2 "n Werknemer van wie verlies word om te werk buite die gewone ure voorgeskryf is klousule 8 hiervan, moet soos volg betaal word:

(a) Een en "n vyfde maal sy werklike loonskaal vir alle oortyd wat van Maandae tot Vrydag 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 13 uur per week;

(c) teen twee maal die skaal van die werknemer se werklike loonskaal vir oortydige werk word as die voorgeskryf by paragraaf (a) en (b) en op Sonde, Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemevlaardag, Werkersdag, Republikeidsdag, Krugersdag, Kersersdag en die vroeupferyd soos voorgeskryf by klousule 9.3.

6.4.3 Die gewone werkure plus alle oortydige werk moet nie meer as 53 per kalenderweek voorsien nie. Met dien verstande dat die totale getal ure in geval van noodwerk oorskry kan word.

6.5 Afwesigheid—openbare vakansiedae: "n Werknemer wat afwesig is van sy werk sonder sy werkgever se toestemming en/of as gevolg van slechte sonder dat hy in staat is om "n mediese sertifikaat te toon, op die werkday onmiddellik voor of na "n openbare vakansiedag met besoldiging van klousule 9 bedoel, is nie op betaling vir sodanige openbare werkdaydae van die werkgever geregtig nie.

6.6.1 Aanmelding van niebetaling: "n Werknemer wat ingevolge hierdie Ooreenkoms of enige ander ooreenkoms van hierdie Raad in aanmerking kom vir die betaling deur sy werkgever van lone en/of bydrae aan die Raad namens homself ingevolge die bepalinge van die verskillende fondse, en wat nie ingevolge die bepalinge van hierdie Ooreenkoms betaal is nie, moet sodanige niebetaling van lone of bydrae ingevolge klousule 2 van Hoofstuk 5, by die Raad aanmeld binne "n tydperk van 10 weke vanaf die datum van sodanige niebetaling om te betaal.

"n Werknemer wat versuim om enige niebetaling aan te meld soos voorgeskryf, verbeeur enige regte van verhaal tensy warvoorsiening deur die werkgever gegee, beway word.

6.6.2 Waar die werknemer die niebetaling binne die tydperk voorgeskryf in klousule 6.6.1 aangemeld het, is hy geregtig op betaling deur die Raad uit die waarborg wat gehou word opsigte van die werkgever wat versuim het om sodanige betaling te maak, maar slegs so ver as wat die geld beskikbaar is ingevolge sodanige waarborg.

6.7 Skatkweek: "n Werkgever kan sy werknemers skotie laat werk en mits daar in wye aan klousules 6 en 9 voldoen.

7. VERBODE DIENS

7.1 Behoudens klousule 7.1 van die Raad se Ooreenkoms gepubliseer in Staatskoerant 10720 van 24 April 1987, soos van tyd tot tyd gewysig, mag geen werkgever toelaat dat "n werknemer werk verrig, en geen werknemer mag werk verrig, waarvoor hy hom ingevolge klousule 7 van genoemde Ooreenkoms moet registreer, tensy sodanige werknemer in die teipes se klas geregister is.

7.2 Behoudens artikel 83 van die Wet en ondanks anderuitdalye bepalinge in hierdie Ooreenkoms, word geen bepaling wat "n persoon verbied om "n werksaamheid te verrig, geag "n werkgever van sodanige persoon vry te stel van die betaling van die voorgeskryf late lone en toelees wat sy so moes betaal het en van die nakoming van die voorwaardes wat hy sou moet nagekom het in dien die verringing van daar- die werksaamhede deur die betrokke persoon nie verbied week at his ordinary rate of wage, except where an employee started working for an employer during a week in which overtime was worked and for that reason was not 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 8 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 13 hours per week;

(c) at double the rate of the employee's actual rate of wage for all overtime worked in excess of that provided for in paragraphs (a) and (b) and on Sundays, New Year's Day, Good Friday, Family Day, Ascension Day, Workers' Day, Republic Day, Kruger Day, Christmas Day and the holiday period as prescribed in clause 9.3.

6.4.3 The ordinary hours of work plus all overtime worked shall not exceed 53 hours per calendar week; Provided that the total number of hours may be exceeded in the event of emergency work.

6.5 Absenteism—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 public holiday, referred to in clause 9, shall not be entitled to payment for such public holiday days.

6.6.1 Reporting of non-payment: An employee who qualifies in terms of this Agreement or any other agreement of the 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.

An employee who has failed to report any non-payment as prescribed, shall forfeit any rights of recovery unless misrepresented by the employer has been proved.

6.6.2 Where the employee has reported the non-payment within the period as prescribed in clause 6.6.1, 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.

6.7 Shiftwork: An employer shall be permitted to employ his employees on shift-work: Provided, however, that the provisions of clauses 6 and 8 have in essence been complied with.

7. PROHIBITED EMPLOYMENT

7.1 Subject to the provisions of clause 7.1 of the Agreement of the Council published in Government Gazette 10720 dated 24 April 1987, as amended from time to time, no employer shall permit an employee to perform and no employee shall perform any work for which he is required to register in terms of clause 7 of the said Agreement unless such employee is registered in the proper category.

7.2 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 he performed the performance of the particular operations by the person con-
was nie, en die verkry met by aanspreeklik om sodanige besluiting te betalk en sodanige voorwaarde na te kom asof die vertiging van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

7.3 'n Werknemer wat by die Raad geregistreer is of wat diensverwyser om by die Raad geregistreer te word in 'n hoër gekwalifiseerde klas, moet binne 10 werkdage na diensneming as 'n algemene werker bewys aan sy werkgever lewer van sodanige hoër kwalifisering, by gebreke waarvan dienswerknavername nie aanvaan word nie.

8. WERKURE

8.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is 40 uur in enige week, bereken teen hoogsteurs afgtal per dag van Maandag tot Vrydag.

8.2 Geen werknemer mag toegelaat word nie om langer as vyf uur per dag te werk sonder 'n pousie van minstens 30 minute.

8.3 Kortyd: Elkige werkgever wat as gevolg van onvoldoende werk van 'n werknemer vereis om kortyd te werk, moet die Raad van sodanige besluit in kennis stel na ooreenkoms met sy werknemer om kortyd te werk.

9. JAARLIJKSE VERLOF EN OPENBARE VAKANSIEDAE

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

Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartdag, Republiekgodsdienstig, Kruger en Kersdag.

9.2 'n Werknemer wat 46 weke in 'n jaar gewerf het en vir wye tydsperk vir vakansiegeld betaal is, is op verlof van 10 volle betaalde werkdage per jaar geregtig.

9.3 Die verlof Dyspepsie is vier kalenderweke agterewolgende werkdage wat 'n aanvang neem op die Vrydag onmiddelik voor 16 Desember, of sodanige dag as wat die Raad bepaal, dog nie later as 16 Desember nie.

9.4 Geen werkgever mag van 'n werknemer vereis om gedurende die verlof dyspepsie voorskrifte by klousule 9.3 werk in die Nuwejaarsdag as verlig nie, en geen werknemer mag gedurende hierdie tyd werk verrig sonder dat goedkeuring van die Raad verkry nie.

9.5 Ondanks die bepaling van klousule 9.4 kan 'n werkgewer en sy werknemers ooreenkoms om 'n maksimum tydperk van twee weke gedurende die jaarlikse verlof dyspepsie te werk teen gewone skaal plus bydrae:

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

10. DIENSEBEËNIDING

10.1 Wanneer 'n werkgever of 'n werknemer voornemens is om 'n dienskontrak te beëndig—

10.1.1 gedurende die eerste 65 werkdade diens, word geen kennisgevingstermyn vir die beëndiging van dienswerk vereis nie;

10.1.2 na die eerste 65 werkdade diens, tot en met 24 maande diens, moet hy aan die ander party vyf werkdade kennis gee van die beëndiging van sodanige dienskontrak;

10.1.3 na 24 maande diens, tot en met 60 maande diens, moet hy die ander party 10 werkdade kennis gee van die beëndiging van sodanige dienskontrak;

10.1.4 na 60 maande diens, moet hy die ander party 20 werkdade kennis gee van die beëndiging van sodanige dienskontrak.

10.2 Ondanks bogenoemde bepaling kan die partye 'n skriftelike kontrak aangaan wat voorsiening maak vir 'n langer kennisgevingstermyn as die termyn wat hierbo bepaal is.

10.3 Kennisgeving van diensbeëndiging moet skriftelik gegee word.

11. HOURS OF WORK

11.1 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 from Mondays to Fridays.

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

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

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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


9.2 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.

9.3 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.

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

9.5 Notwithstanding the provisions of clause 9.4 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.

10. TERMINATION OF SERVICE

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

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

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

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

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

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

10.3 Notice of termination of service shall be given in writing.
10.4 Hierdie klousule mag nie die reg van 'n werkgever of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig raak nie, en die bepales an- gaande verbeeldings en boetes wat kragtens wet van toepassing is op 'n werknemer wat dros mag ook nie daadwer- gend geraak word nie.

10.5 'n Werkgever moet by beëindiging van 'n dienskon- trak, waar die werknemer se diens 65 werkdagse oorsry, die werknemer van 'n diensertifikaat voorstien wat die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangstdatum en die datum van beëni- diging van die kontrak en die werknemer se loonskaal op die datum van sodanige beëindiging, vermeld.

10.6 Beide die werkgever en die werknemer kan in plaas van die voorgeskrywe kennisgewing die toepaslike besoldi- ging aan die ander party betaal.

11. AGENTE

11.1 Die Raad moet agents aanstel om behulpzaam te wees met die toepassing van hierdie Ooreenkoms en moet sedert die agent van 'n werkgever van enige vraagwat dan daer die Sekretaris of 'n gemagtigde besempte geteken is.

11.2 Voordat enige ondersoek ingeval van hierdie Ooreen- koms gedaan word, moet die agent, waar dit prakties moont- lik is, die werkgever of 'n verantwoordelike persoon in sy- diens van sy voorneme in kennis stel.

11.3 Elkeen vir wie hierdie Ooreenkoms bindend is, moet na sy beste vermoe aan die agent hulp verleen om die agent in staat te stel om aan bogenoemde bepalingen uitvoering te gee.

12. REGISTRASIE VAN WERKGEWERS

12.1 Elke werkgever in die Nwyerheid wat nie geregistreer is op die datum waarop hierdie Ooreenkoms in werking tree nie, moet binne een maand vanaf sodanige datum by die Raad registreer en elke werkgever wat na die datum van inwerkingtreding van hierdie Ooreenkoms as 'n werkgever in die Nwyerheid optree, moet binne een maand vanaf die aan- vangsdatum van optrede by die Raad registreer.

12.2 Elke werkgever van wie vereis word om by die Raad te registreer, moet die volgende besonderhede op die voor- geskrywe vorm aan die Sekretaris verstrek:

(a) Volle naam;
(b) naam van besigheid;
(c) besigheidsadres;
(d) woongebergte;
(e) die amb of ambt waarby hy in die Nwyerheid beoefen.

12.3 Wanneer die werkgever sake vorig as 'n vennootskap, 'n maatskappy of 'n beslote korporasie, moet die besonder- hede ingevolge klousule 12.2 hiervan onderskeidelik ten opsigte van elke vennoot, direkteur of lid verstrek word.

12.4 Elke geregistreerde werkgever moet die Raad binne 14 dae van enige verandering in die besonderhede in klou- sule 12.2 bedoel skriftlik van sodanige verandering in kennis stel.

12.5 'n Geregistreerde werkgever wat voornemens is om sy optrede as sodanig te staak, moet die Sekretaris van die Raad minstens 14 dale voor die datum waarom hy voornemens is om sy optrede te staak, skriftlik daarvan in kennis stel.

12.6 Elke werkgever in die Nwyerheid, moet gekyktydig met sy aansoek om registrasie 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is om die volgende betaal-ings te opsigte van sy werknemers te dek:

12.6.1 Indien die werkgever sy werknemers op 'n week- like grondslag betaal, moet die waarborg twee weke se lone soos in klousule 4 van hierdie Ooreenkoms voorgekryf en twee weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees.

12.4 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.

12.5 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.

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

11. AGENTS

11.1 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.

11.2 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.

11.3 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 provi- sions.

12. REGISTRATION OF EMPLOYERS

12.1 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 operates as an employer in the Industry shall, within one month from such commencement of operation, register with the Council.

12.2 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.

12.3 Where an employer is carrying on business as a partner- nership, a company, or close corporation, the information in accordance with clause 12.2 hereof shall be furnished in respect of each partner, director or member respectively.

12.4 Every registered employer shall notify the Council in writing of any change in the particulars referred to in clause 12.2 within 14 days of such change.

12.5 Any registered employer who intends to cease operat- ing 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.

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

12.6.1 Where the employer pays his employees on a weekly basis, the guarantee shall cover two weeks' wages as prescribed in clause 4 of this Agreement and two weeks' contributins in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall be not less than R1 000.
12.5.2 Indien 'n werkgewer by werknemers tweeweeklikse betaal, moet die waarborg drie weke se lone soos in klousule 4 van hierdie Ooreenkoms voorgeskryf en drie weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van alle werknemers dek: Met dien verstande dat die minimum waarborg minstens R 1 000 moet wees.

12.6.3 Indien die werkgewer by werknemers op 'n maandelikse grondslag betaal, moet die waarborg vyf weke se lone soos in klousule 4 van hierdie Ooreenkoms voorgeskryf en vyf weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R 2 000 moet wees.

12.7 Indien 'n werkgewer sy waarborg ingediend het en 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousule 2 van Hoofstuk 5 voldoen het nie, moet sodanige waarborg geveer word aan die algemene fondse van die Raad en sy registraas as werkgewer gekensembleer word nadat die Raad hom daarvan vervitter het 'n geregisterede brief na sy jongste bekende adres te stuur:

Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgewer daarom aangestuur doen en sy aansoek vergelyk gaan van die nodige bewys ter stawing van sy eis, asook bewys dat hy ten volle voldoen het aan hierdie Ooreenkoms, soos deur die Raad vereis word, sodanige waarborg tamie met die rente wat daarop opgelope het teen 'n koers soos van tyd tot tyd deur die Raad bepaal aan sodanige werkgewer kan terugbetaal.

12.8 Die Raad kan 'n gedeelte of die hele bedrag van 'n waarborg wat 'n werkgewer betaal is gebruik om 'n bedrag te betaal wat deur sodanige werkgewer aan die Raad verskuldig is ten opsigte van toelaas, bydraes of lone verskuldig aan een of meer werknemers in diens by sy 'n werkgewer indien die Raad ortuig is dat sodanige ontle unties, bydraes of lone aan die betrokke werknemers verskuldig en betaalbaar is.

12.9 Werkgewers mag deur hul werkgewersorganisasies versieringspolis outeem om die dekking te verkry wat in klousule 12.5.1 hiervan beoog word.

12.10 Elke werkgewer wat ingevolge hierdie klousule by hierdie Raad geregistreer is of ondernemer is van 'n registrasie by hierdie Raad, moet maandeliks 'n by die naam en adresse van al die 'slegs-arbeid'-kontraktes aan die Raad versprek.

13. KENNISGEWINGBORD

Elke werkgewer moet wanneer hy bouwerk verrig wat larger as 'n maand duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon in 'n opvallende plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidnaam en die besigheidspels van sodanige werkgever verskyn:

Met dien verstande dat waar meer as een werkgewer op die bouterrein optree, bestaande besonderhede van al die werkgewers op een gesamentlike kennisgewingbord kan verskyn.

14. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op elke werkerterrein waar langer as ses maande gewerk word en by sy gewone besigheidspels in 'n opvallende plek wat maklik vir alle werknemers toeganklik is.

15. NATWEERSKUILING

15.1 By alle persone waar boubedrywighede aan die gang is, moet werkgewers geskikte akkommodasie verskaf—

15.1.1 om as skuiling vir werknemers gedurende nat weer te dien;

15.1.2 om as kleedkamer te dien: Met dien verstande dat hierdie bepaling nie van toepassing is nie op persone 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.

12.6.2 Where an employer pays his employees fortnightly, the guarantee shall cover three weeks' wages as prescribed in clause 4 of this Agreement and three weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R 1 000.

12.6.3 Where an employer pays his employees on a monthly basis, the guarantee shall cover five weeks' wages as prescribed in clause 4 of this Agreement and five weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall be no less than R 2 000.

12.7 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.

12.8 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.

12.9 Employers may through their organisations take out an insurance policy in order to obtain the cover as envisaged in clause 12.6.1 hereof.

12.10 Every employer who is registered or liable for registration with this 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.

13. 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.

14. 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 his ordinary place of business, in a conspicuous position, easily accessible to all his employees.

15. WET WEATHER SHELTER

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

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

15.1.2 to serve as a change-room: Provided that this provision shall not apply on sites where less than 25 employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation for a change-room.
16. VERVERSINGS
Allo werkowners is geregist op 'n pouse vir verversings in die oggend en in die middag en elke pose moet minstens 10 minute duur, wat geag moet word as tyd gewerk. Gesiklike geneue vir die doel om verversings voor te berei moet deur die werkgoewer verskaf word.

17. VRYSTELLING
17.1 Behoort die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad om aldewene redes skryflik vrystelling van enige van die bepalinge van hierdie Ooreenkoms aan 'n persoon of persone verleen.
17.2 'n Vrystellingsertifikaat, onderteken deur die Sekretaris of 'n gemagteerde persoon moet uitgereik word aan elkeen wat vrygestel word.
17.3 'n Vrystellingsertifikaat moet die voorwaardes waarop 'n vrystelling toegestaan is, die duur van sodanige vrystelling en die geneue waar dit van toepassing is, meld.
17.4 Die Raad kan te enig tyd 'n vrystellingsertifikaat wysig of intrek sonder om sy redes te verstreken, mits skriftlike kennis van 10 werkdae aan die vrygestelde persoon gegee word.

18. VAVERENIGINGGELDE EN REGTE VAN VAVERENIGINGSBAMPTES
18.1 Beamptes van die vakverenigings wat pate by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die buketreine en werktoestelle met die doel om met werkowners wat op die terrein werk en ledenskappy van die vakverenigings te bespreek: Met dien verstande dat hulle nie mag voorkom dat 'n werkower sy werk voortset nie, teny hulle vooraf die toestemming van die werkgoewer of sy beboorlik gemagteerde verteenwoordiger verkry het: Voorts met dien verstande dat die toestemming nie sonder billike rede weerspor mag word nie.
18.2 Elke werkower wat lid van een van die werkgoewersorganisasies is wat pate by die Raad is, moet ten opsigte van elkeen van sy werkowners vir wie lono in klousule 4 van Hoofstuk 1 van hierdie Ooreenkoms voorgestryf word en wat lid is van een van die vakverenigings wat pate by die Raad is, die bedrag wat deur sodanige werkower as ledelde 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.

19. HEFFINGS—WERKGOEWERPARTYE
19.1 Elke werkower wat lid is van een van die werkgoewersorganisasies wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werkower wat by hom in diens is, de bedrag aan die Raad betaal wat in die konstitusie van die onderskede werkgoewersorganisasies bepaal word.
19.2 Die Raad moet elke maand aan bogenoemde werkgoewersorganisasies onderskiedlik die bedrae oorbetal wat hy ingevoel hierdie klousule invorder.

20. ALGEMEEN
20.1 Geen ooreenkoms, uitdruklik of stilswyend, het dus aangegaan is voordat van sodanige omstandighede in werklike getree het, mag die uitwerking hê dat die betaling aan 'n werkower van minder besoldiging as die wat in hierdie Ooreenkoms voorgestryf word of die toepassing op 'n werkower van behandeling of die toepassing op 'n werkower van behandeling of die toekennig aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgestryf is, nie, en ook mag dit nie afstand deur 'n werkower van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

16. REFRESHMENTS
All employees shall be entitled to a refreshment interval in the morning and afternoon and each interval shall not be longer than 10 minutes' duration and shall be deemed to be time worked. Suitable amenities for the purpose of preparing refreshments shall be provided by the employer.

17. EXEMPTIONS
17.1 Subject to the proviso to section 51 (3) of the Act, the Council may, for reasons which it may deem sufficient, grant written exemption to any persons from any of the provisions of this Agreement.
17.2 A certificate of exemption under the signature of the Secretary or an authorised person shall be issued to every person exempted.
17.3 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.
17.4 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.

18. TRADE UNION FEES AND RIGHTS OF OFFICIALS
18.1 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 be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative: Provided further that such permission shall not be unreasonably withheld.
18.2 Every employer who is a member of one of the employers' organisations which are parties to this 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.

19. EMPLOYER PARTIES' LEVIES
19.1 Every employer who is a member of one of the employers' organisations who 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' organisations.
19.2 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.

20. GENERAL
20.1 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.
20.2 Every provision, subclause 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, subclause or clause of this Agreement being inoperative or ultra vires the powers of the parties or the Minister, either before or after publication of this Agreement in the Government Gazette by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

21. 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 trainee 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 of angles; the placing in position of door jams and window frames; setting up of profiles or jigs.

1.1.2 Paving: The laying of paving blocks, paving bricks, 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 Scaffolding erection: Hauling 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 of 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 of 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 of vehicles, mechanical dumpers and tractors; operating woodworking machines and sprayguns; toolmaking (mason’s trade).

1.1.8 Roof tiling/slatting: Marking out; fitting, cutting and/or fixing of roof tiles and ridging of concrete/terra-cotta, 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 Joinery assembling: Assembling and fitting of all joinery components.

1.1.11 Aluminium assembling and welding: In factory or workshop assembling fixing and welding of aluminium windows, shopfronts, doors, door frames, counters, shower cubicles, verandah enclosures and awnings, including glazing and fixing of 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 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 deurdrompels.
1.1.16 Hulp by teelwerk (teelwerker se assistent): Afvlak van vloere; lê van voertuëls, met inbegrip van sny- en lyswerk; vassit van muurteels aan gepleisterde muur met kleefmiddel, met inbegrip van snywerk, maar uitgesonderd dagganger, drumpels, kolomme en penante.
1.1.17 Hulp by waterdigting (waterdigtingswerker se assistent): Waterdigting en voedigting van alle horizontale en/of skuins en vertikale oppervlakke met inbegrip van trek, met alle soorte dakmembranes, plate en lak- of semi-lakmaatskappe.
1.1.18 Geutwerk: Vassit van metaal- PVC- of asbesgeute en geuttype; afwerk en vassit van ondervloerkante of trappiesvloermante.
1.1.19 Astaltwerk: Aanwending van asfalt op alle oppervlakte.
1.1.20 Hulp by veriwerk (verwerker se assistent): Aanwending van grindwerk en onderlae op alle oppervlakte; aanwending van vindia op mure en plafonne met 'n roller, met inbegrip van inkryswerk van geverfde panele met 'n kwass.
1.1.21 Aanwendingswerk: Uitlewende, meng en aanwending van alle soorte spesifieke muurbekedings en teksturaar.
1.1.22 Huisbeglasing: Insluit van en voorwerk aan gewone staal- of houtrame en staal- of houtkraalrame.
1.1.23 Mattwerk: Uitle- en afwerkwerk; smy, lê en/of span en las van alle soorte matte.
1.1.24 Veerkrakgievoeërwerk: Uitlé- en afwerkwerk; die lê en vassit van hout-, mosáïk- en kompositiesreublouer en vloere van enige ander metaal; die insluit van alle soorte vloer- en muurbekedings van teëls of stokke met inbegrip van veerkrakgievoeërwerk, liniëum, Malходим, asfaltteels of materiaal met asfaltbasis, kurk-, rubber-, vinyle- en plastiekkomposities.
1.1.25 Hulp by loodgieterswerk (loodgieter se assistent): Aanmaakasaris en vassit van gietsterk-, staal-, PVC-, koper- en plastiekyppe 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-, pikveel-, erde-, gietsterk- en betonyppe lê; riootoppe, velspersers en soortgelyke toebehore aanbreng.
1.1.27 Oprigting van voorafgepaste mure en heining: Uitlewende; oprigting en loodgeregt van voorafgepaste mure en heining, met inbegrip van die installing van deure en hekke.
1.1.28 Oprigting van kloplwerk (uitlewende): Hoogtes bepaal, fondamente lê; gedenkstone oprit en afbreuk; voertuie dryf; hystoerusting bedien.
1.1.29 In geval van 'n meningsverskil oor die vertolking van bogenoemde omskrywings, moet die Raad 'n beslissing gee wat finaal en bindend is.

2. NIE-AANGEWESE AMBAGTE (AMBAGSMANS-AMBAGTE)

2.1 'n Ambagsman of kwelkewanglingamsagman kan een of meer van die volgende werksaamhede verrig in die ambagte wat gedeeltes is van 'n aangegewe ambag soos hieronder aangedui:

2.1.1 Messebaar: Uitlewende; pleister- en siertene in fondamente en bobou inmenseel; deur- en venetereerame inbou; hoekie in die loodsbring; profilee of setmate opsetel, maar uitgesonderd die boë van boë, penante, kappe, drum- en dekoratiewe steenwerk.

1.1.15 Plastering assistance (assistant to plasterer): Bagging; one-coat plastering of walls and ceilings, excluding columns, domes, beams, piers and arches; screening of concrete floors, excluding steps and thresholds.
1.1.16 Tiling assistance (assistant tiler): Screeding of floors; laying of floor tiles, including cutting and jointing; fixing of wall tiles to plastered walls with adhesive, including cutting, but excluding reveals, silts, columns and piers.
1.1.17 Waterproofing assistance (assistant to waterproofer): Waterproofering and damproofing of all horizontal slopes and vertical surfaces, including tanking with all types of roofing membranes, sheets and lacquer or semi-lacquer mastic coatings.
1.1.18 Gutter fixing: Fixing of metal, PVC or asbestos gutters and downpipes; marking out and fixing underflushing or stepflushing.
1.1.19 Asphaltting: 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 of 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 of all types of carpets.
1.1.24 Resilient floor laying: Setting out and marking out; laying and fixing of 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, liniëum, Malходим, asphalt tiles or asphalt based material, cork, rubber, vinyl, and plastic compositions.
1.1.25 Plumbing assistance (assistant to plumber): Assembling and fixing of cast iron, steel, PVC, copper and plastic pipes and fittings to walls and floors; fixing of sanitary fixtures and fittings, including gasyers to walls.
1.1.26 Draining laying assistance (assistant to drainlayer): Laying of PVC, pitch fibre, earthenware, cast iron and concrete pipes; fixing of gullies, grease traps and similar fittings.
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 Stone fixing: Setting out; determining levels, laying of foundations; fixing and dismantling of memorial stones; driving of 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-DISIGNATED 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 of angles; setting-up of profiles and jigs but excluding the building of arches, piers, copings and sills and decorative brickwork.
2.1.2 Bouwmerken: Uitléwer; vertolking van tekening en bepaling van hoogtes; alle tipes bekisting maak en oprig; uitléwer en skoring maak en oprig; uitléwer en toegsig hou oor die aanbring van wapening; vertolking van buisgedeles en wapeninguitgeplante.

2.1.3 Afwerkmerken: Uitléwer; vertolking van tekening en bepaling van hoogtes; deure hang; slotte installeer; raaktaaie, kabinette, muurpaneelwerk, hanghout-vloere en afskortings vervaardig en aanbring; vloeryste en lywer vasst.

2.1.4 Dakmeren: Uitléwer; vertolking van tekening en afwerkmerken; hoogtes bepeal; houtkapdruktuie en kappe, wothoekie en kiele maak, vasst en oprig; voegskorte opmaak en aanbring; toegsig hou oor die aanbring, any en/of vasst van dakdeels, dakplate en nokbedekking van beton, asbes, leiklip en metaal of soortgelyke materiaal.

2.1.5 Platone-en afskortingsopriëntie: Uitléwer; vertolking van tekening en bepaling van hoogtes; alle tipes afskortings en platone oprig, met inbegrip van deure hang en slotte installeer.

2.1.6 Verwerk: Vertolking van tekening en verskleepede; alle lae verf, vernis, beits en lakvernis of dergelyke materiaal op alledie oppervlakke aanwend; kleure meng en pas.

2.1.7 Beglasing (patent): Uitléwer; vertolking van tekening en afwerkmerken; gewone staal- en houtram en staal- en houtkraalframe insit en beglasa staal- hout- en aluminiumkomponente met verskillende soorte glas insit en beglasa, met gebruikmaking van gewone en patentrekenwerk-metodes; versening met silikon, polisolied en dergelyke produkte.

2.1.8 Waterdigtig: Vertolking van tekening; uitléwer; toegsig hou oor en uitvoering van alle waterdigtigings en vodigingswerk, met inbegrip van tenks.

2.1.9 Houtmasjienever: Uitléwer; vertolking van tekening; sirkelsaagpresse, radaalmasjines, kettingaes, uitsnyesa, skaaf-, lys-, lappat-, tasp- en skuurnasjene opstel en bedien; van houtdraaimasjine bedien; profielbaisels ontwerp en skerpmaak; skopusnasjie; profiel- en skermaproeferusting opstel en bedien; patroonplate en setmate maak en gebruik.

2.1.10 Ploelaanlegwerk: Uitléwer; vertolking van tekening en bepaling van hoogtes; afwerkmerk; riele lê volgens 'n val; betonbedekking; toetsing; mangate bou; vloëvulling en skoring; toegsig hou oor ander kategorieë werknermes.

2.1.11 Lodgieterwerk: Uitléwer; vertolking van tekening; afwerkmerk; hoogtes bepaal; toegsig hou oor ander kategorieë werknermes; plaatmetaalwerk; alle tipes pype en toeboere vir warm- en kouewaterstelsels installeer, met inbegrip van vuilikoppype; sanitêre los en vaste toeboere installeer, met inbegrip van geisers en kleppe.

2.1.12 Pleisterwerk: Uitléwer; afwerkmerk en vertolking van tekening; een- en tweejaagpleisterwerk aan alle oppervlakke; afvlakking van alle oppervlakke, met inbegrip van granolietwerk.

2.1.13 Klipkapwerk: Uitléwer, afwerkmerk; vertolking van tekening; kap, vlakmaak en profilering van klip; patroonplate maak; toegsig hou die oprig van gedekstene.

2.1.14 Muurpapier platwerk: Vertolking van tekening; afwerkmerk; alle soorte muurpapier plak, met inbegrip van sny- en afwerkering.

2.1.15 Algemene ambtman: 'n Werknemer wat toege- lataal is om die gedefinieerde take van twee of meer van die nie-aangewiese ambagte te verrig.

2.1.16 Aanbring van staalwapping: Uitléwer; vertolking van buisgedeles en wapeninguitgeplante; toegsig hou oor die plasing en aanbring van alle klasse staal- en gasdraadwapping.

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; setting out and supervising the fixing of reinforcing; interpreting bending schedules and reinforcing layouts.

2.1.3 Finishing carpentry: Setting out; interpreting drawings and determining levels; hanging doors; fitting locks; manufacturing and fixing cupboards, cabinets, wall paneling, 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 of flashing; supervising the fitting; cutting and/or roof tiles, roof sheeting and ridging of concrete, asbestos, slate and metal or similar materials.

2.1.5 Ceiling and partition erection: Setting out; interpreting drawings and determining levels; erection all types of partitions and ceilings, including hanging of doors and fitting of locks.

2.1.6 Painting: Interpreting drawings and paintings; 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 of ordinary and beaded frames in both steel and timber; fitting and glazing of steel, wood and aluminium components with various types of glass, using conventional and patented glazing methods; sealing with silicone, polysulphide and similar products.

2.1.8 Waterproofing: Interpreting drawings; setting out; supervising and executing all waterproofing and 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 of drains to falls; concrete encasement; testing; building of manholes; benching and shoring; supervising other categories of employees.

2.1.11 Plumbing: Setting out; interpreting drawings; marking out; determining levels; supervising other categories of employees; sheet metal work; installation of all types of pipes and fittings for hot or cold water systems, including waste pipes, installation of sanitary fixtures and fittings, including geysers and valves.

2.1.12 Plastering: Setting out; marking out and interpreting drawings; one and two-coat plastering to all surfaces; screeding of all surfaces, including granolithic finishing.

2.1.13 Brick masonry: Setting out; marking out; interpreting drawings; cutting, surfacing and profiling of stone; making templates; supervising the fixing of memorial stone.

2.1.14 Wall paper hanging: Interpreting drawings; marking out; applying of 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 of interpreting bending schedules and reinforcing layouts; supervising the placing and fixing of all classes of steel reinforcing and mesh.
3. AANGEWENDE AMBAGTE (VAKMANSAMBASTE)

3.1 'n Gekwalifiseerde vakman, 'n vekleiering- of 'n wekeling vakman kan een of meer van die volgende werkam-
hede verrig in die vakmansambagte wat hieronder aangedui word:

3.1.1 Messelwerk: Uittwërk; vertolking van tekeninge; pleister- en siersteen in alle tipies verbande in fondamente en pobou innessel; laatste bou; plaswerk in daghau; decoratiewe stenenwerk; alle tipies bou, panele, kappe en druppels bou; venster- en deurrampe opstel en inbou; hoeke in die lood bod; profiele of setmate opsteil.

3.1.2 Timmerwerk: Uittwërk; vertolking van tekeninge; bepalings van hoogtes; alle tipies bekisting; maak en opriq; uittwërk; skorings maak en oprig; uittwërk en wapening aanbring; vertolking van kraakstakies en wapeningstilteplaat; vorm vir voorafgemaakte eenhede maak; deur hang; slotte installeer; kabinette, rakkaste, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aan-
bring; vloeryste en lyswerk aanbring; huiskapdrastuks en kappe; wolhooi en kiele maak, vassie en oprig; voegskote om aanmaak en aanbring; aanbring, sny en/of vassie van dakplaat en nokdekking van beton, asbes, loof en dergelike materiaal; aanbring, sny en/of vassie van metaaldakteel of dakplate en nokdekking; alle tipies afskortings en plafonie oprig.

3.1.3 Skrymwerk: Uittwërk; vertolking van tekeninge; alle itemsoos deurrampe, vensterrampe, deur, rakkaste, kabe-
nette, toonbank, kombuiskast, afskortings en paneelwerk vervaardig, aanLuisteraars, installeer, hang en vassie; alle houtwerkmaiisige bedien; slotte en ystwerse installeer.

3.1.4 Winkelkoeruningswerk: Uittwërk; vertolking van tekeninge; alle itemsoos deurrampe, vensterrampe, deur, rakkaste, kabinette, toonbank, kombuiskast, afskortings en paneelwerk vervaardig, aanLuisteraars, installeer, hang en vassie; alle houtwerkmaiisige bedien; slotte en ystwerse installeer; gas- of boogsweiswerk; vou- en buigwerk; vensterrampe, deurrampe, deur, vensters, winkelfronte, afskortings en gordynmure uit aluminium of ander metale vervaardig en installeer.

3.1.5 Pleister- en plaveiselwerk: Uittwërk; vertolking van tekeninge en bepalings van hoogtes; vloere, trappe en deur-
drumpels afv; vloere, trappe en deurdrumps en granolite afv; vorms in sititu maak; plaswerkblock, plaswaste en slasto lê; een- en tweeLaaggedeelte aan alle oppervlakke aanbring; gepoelde terazzo a mure, vloere en trappe aanbring en afwerk; decoratiewe pleisterwerk aanbringen.

3.1.6 Loodgieter- en rioolaanlegwerk: Afmerk- en uitwerk; beplaging van hoogtes; vertolking van tekeninge; toegis hou oor ander kategorie werkners; plaatmetaal-
werk; alle tipies pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwatergat; sanitêre los en vaste toebehore installeer, met inbegrip van geisers en klope; rolie lê volgens 'n val; betonloek; toetsing; mangate bou, voedsvulling en skorings.

3.1.7 Muur- en vloetwerk: Uittwërk; vertolking van tekeninge en bepalings van hoogtes; muurteis en vloerteëls op alle tipies oppervlakke aanbring; mosaik op alle tipies oppervlakke vasts."
HOOFSTUK 3
MASSAVERVAARDIGING

1. ALGEMEEN

1.1 Hierdie Hoofstuk moet nagekoom word deur alle werk-
gewers en werknemers wat betrokke is by of werkzaam is in de
die Massaervaardigingsseksie van die Bouwerheid.

1.2 Die bepalings van Hoofstukke 1, 2, 4, 5 en 6 in hierdie
Ooreenkomst 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

Alle uitdrukings wat in hierdie Hoofstuk gebruik word maar
die hierin omskryf word nie waar die betrokke is in de
die Massaervaardigingsseksie van die Bouwerheid.

"ingebo" ’n proses waarvolgens ’n artikel struktuurperma-
manent met ’n gebou geïntegreer of op ’n ander wyse daarby
ingelyk word, of bedoel word daarmee geïntegreer of op ’n
ander wyse daarby ingelyf te wees, op so ’n wyse dat dit sy
sfeer onafhanklike identiteit en karakter verloor en deel van die
samelings van die gebou word;

"vervaardigingswerker (massaervaardiging)" ’n werk-
nemer wat onder toezig enigentjie van die volgende werk-
werklikeheid verloor:

(1) Een van meer van die volgende masjiene versorg,
bedien, aan- en afsakel maar nie sodanige masjiene opset
of versterkwerk daarvan verloor nie, behalwe vooraf bepaalde
versterkwerk wat deel uitmaak van die bediening van die
masjiene:

(a) Dubbel- of driekom- of breibandskuurmasjiene;
(b) paneel- of deurkuurmasjiene;
(c) skuilbandskuurmasjiene;
(d) dwarsse;
(e) tapgat- en meerkop-tapmatmasjiene;
(f) materiaal in meganies gevoerde houtwerk-krag-
masjiene voer en dit daarvan afhaal;
(g) onder toezig enigentjie van meer van die volgende:

(a) Gestootlase materiaal aanmaaksaar en vassit en ver-
vaardigde komponente in set apparate of klamp maak;
(b) deure en vensterrame vasklap en vasklem;
(c) automatiserende of handperse bedien;
(d) venster- of deurkoseyne in paneelopening in posisie
plaas en vassit;
(e) plafon- en vloerpande volgens seetame aanmaaksaar;
(f) rugstukke aan toebiere vassit;
(g) lasie en vlaklasie (met inbegrip van brome) vasspyker;
(h) timmerhout met verplaasbare skuurmasjiene skuur;
(i) gate in timmerhout boor, met gebruikmaking van draag-
bare kraggereedskap;
(j) wie sny en afwerf;
(k) ’n groter oorlaag of ’n eerste oorlaag op allerlei onge-
vete oppervlakke aanbring;

"Massaervaardigingsseksie van die Bouwywerheid", behou die bepalings van ’n Afbakening van stapeling
kratens artikel 76 van die Wettige, daardie Seksie van die Bou-
wywerheid wat in klousule 3 van Hoofstuk 1 van hierdie Oor-
eenkomst omskryf word waarin werkzaamhede uitgevoer
word in verband met die massaervaardiging in werkskelders
buite die terrein, en met gebruikmaking van herhalingspro-
sesse om artikels en/of onderdelle vir artikels te vervaardig
en/of die aanmaaksaar van sodanige artikels wat hoofsaalik

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, 4, 5 and 6 of this
Agreement shall mutatis mutandis be applicable to this
Chapter. Where the provisions of those Chapters are in-
consistent 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; further—

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

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

(1) Attending, operating, starting and stopping any one or
more of the following machines, but excluding the setting up
of or the making of adjustments to such machines other than
pre-selected adjustments which form part of the operation
of the machines:

(a) Double or triple drum or wide belt sanding machines;
(b) panel or door sanding machines;
(c) sliding belt sanding machines;
(d) cross-cut saws;
(e) morticers and gang morticers;

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

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

(a) Framing up and securing butt-joined material and
assembling manufactured components in jigs or cramps;
(b) clamping or clamping doors and sashes;
(c) operating automatic or manual presses;
(d) placing and fixing in position of windows or door frames
in panel apertures;

(e) assembling ceiling and floor panels to jigs;
(f) fixing backs to fittings;
(g) nailing up drawers and trays (including bottoms);
(h) sanding and friction with portable sanders;
(i) drilling of holes in timber, using portable power tools;
(j) cutting and trimming of wedges;
(k) application of the priming coat of paint or first coat of
paint on all unpainted surfaces;

"Mass-manufacturing Section of the Building Industry" means,
subject to the provisions of any Demarcation Determin-
ination in terms of section 76 of the Act, that Section of the
Building Industry as defined in clause 3 of Chapter 1 of this
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 which is not situated on a site where building construction activities are being carried out, and which is registered or is liable to registration as a “factory” in terms of the provisions of the provisions of the Machinery and Occupational Safety Act, Act 6 of 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. WORK-DAYS AND HOURS OF WORK

3.1 The ordinary hours of work which shall be observed by all employers and employees shall be—

3.1.1 in the case of an employee who is required to work a six-day week, not more than 46 hours in any week from Monday to Saturday inclusive, calculated at not more than eight hours per day from Monday to Friday and six hours on a Saturday;

3.1.2 in the case of an employee who works a five-day week, not more than 46 hours in any week from Monday to Friday, inclusive, calculated at not more than 9,2 hours per day.

CHAPTER 4

MASONRY INDUSTRY

1. GENERAL

1.1 The provisions of this chapter shall be complied with by all employers in the Masonry Industry.

1.2 The provisions of Chapters 1, 2, 3, 5 and 6 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—

“general worker” means an employee engaged in any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definitions of “skilled employee” and “semi-skilled employee” as defined in Chapter 1 and shall also include the following employees:

(a) Despatch worker;
(b) erection assistant to fixer;
(c) workshop helper: maintenance;
(d) stone attendant; and
(e) jackhammer/hand drill operator;

“grade 1 employee” means any one of the following category of employee:

(a) Hand crane (elementary type) operator;
(b) sandblaster;
(c) workshop assistant;
(d) export crating employee; and
(e) operator’s assistant;

“grade 2 employee” means any one of the following category of employee:

(a) Hand polisher;
(b) portable polishing machine operator;
(c) quality controller;
(d) side/edge polishing machine operator;
(e) Spekard/Jeniti polishing operator; and
(f) bench drill operator;
"graad 3-werker" enigen van de volgende klasse werknemers:
(a) Een-, twee- of drielaagsaagoperateur;
(b) dubbelblikkenaagoperateur;
(c) vlaamsjaagoperateur;
(d) automatischecopiemasjaagoperateur; en
(e) profielkruider.
"graad 4-werker" enigen van de volgende klasse werknemers:
(a) Idra-oporateur;
(b) polieblokmaker;
(c) diamantblokaagoperateur;
(d) swaasagoperateur;
(e) veelvloemagoperateur;
(f) spanelsier;
(g) vurklyserdwywer; en
(h) drywer van 'n motorvoertuig met kode 8-lisensie.
"kliompesliewer" die nywerheid waarin werknemers en hul werker in klompieswerk en kliompwerkwerk en kliompwerkwerk te verrig.

**HOOFSTUK 5**

1. **BYDRAES EN HEFFINGS TOT FONDSE**

Ondanks enige bepalings verwys in hierdie Ooreenkoms wat die gewone werkruimtes, moet die toelases en bydrea in klousule 2 bedoel bereken word teen 40 uur per week.

2. **BYDRAES EN HEFFINGS**

2.1 Waar 'n werker en drie volle warkdae of meer in 'n week werk 'n werker gewerk het, moet die werker in 'n week werk in die Ooreenkoms geregistreer, die bydraes en opseigte van die loonband waarin die werker en se werlike loon val, soos in die Bylae hieronder uiteengesit, aan die Raad betaal.

---

**BYLAE**

<table>
<thead>
<tr>
<th>Loonbande min. tot maks. loon per uur</th>
<th>Vakansiefonds</th>
<th>Pensioenfonds</th>
<th>Bystandsfonds</th>
<th>Totale waarde van werker per bydraas</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>4,25 en bo</td>
<td>15,20</td>
<td>12,60</td>
<td>0,20</td>
<td>28,00</td>
</tr>
<tr>
<td>3,75 tot 4,24</td>
<td>13,20</td>
<td>11,20</td>
<td>0,20</td>
<td>24,60</td>
</tr>
<tr>
<td>3,25 tot 3,74</td>
<td>11,60</td>
<td>9,80</td>
<td>0,20</td>
<td>21,60</td>
</tr>
<tr>
<td>2,75 tot 3,24</td>
<td>10,00</td>
<td>8,40</td>
<td>0,20</td>
<td>18,60</td>
</tr>
<tr>
<td>2,25 tot 2,74</td>
<td>8,40</td>
<td>7,00</td>
<td>0,20</td>
<td>15,60</td>
</tr>
<tr>
<td>1,75 tot 2,24</td>
<td>6,60</td>
<td>5,60</td>
<td>0,20</td>
<td>12,60</td>
</tr>
</tbody>
</table>

2.2 Elke werker moet weeklikse bedrae soos in die Bylae hieronder uiteengesit, afrek van die besoldiging van 'n werker in 'n werlike loonkaal in enige ondergenoemde loontaal van waarin die werker, of meer in 'n week werk, en dié bedrae is die werker in die Bylae hieronder bepaalde en die Raadsheffing:

---

**BYLAE**

<table>
<thead>
<tr>
<th>Loonbande min. tot maks. loon per uur</th>
<th>Pensioenfonds</th>
<th>Bystandsfonds</th>
<th>Raadshaffing</th>
<th>Totale waarde van werker per bydraas</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Ungeskoolde werknemers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4,25 en bo</td>
<td>12,60</td>
<td>0,20</td>
<td>0,10</td>
<td>12,90</td>
</tr>
<tr>
<td>3,75 tot 4,24</td>
<td>11,20</td>
<td>0,20</td>
<td>0,10</td>
<td>11,50</td>
</tr>
<tr>
<td>3,25 tot 3,74</td>
<td>9,60</td>
<td>0,20</td>
<td>0,10</td>
<td>9,70</td>
</tr>
<tr>
<td>2,75 tot 3,24</td>
<td>8,40</td>
<td>0,20</td>
<td>0,10</td>
<td>8,70</td>
</tr>
<tr>
<td>2,25 tot 2,74</td>
<td>7,00</td>
<td>0,20</td>
<td>0,10</td>
<td>7,30</td>
</tr>
<tr>
<td>1,75 tot 2,24</td>
<td>5,60</td>
<td>0,20</td>
<td>0,10</td>
<td>5,90</td>
</tr>
</tbody>
</table>

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**CHAPTER 5**

1. **CONTRIBUTIONS AND LEAVES 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 LEAVES**

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 the employee is entitled in terms of this Agreement, pay to the Council the contributions in respect of the wage band in which the employee's actual wage falls, as set out in the Schedule hereunder:

---

**SCHEDULE**

<table>
<thead>
<tr>
<th>Wage Bands min. to max. rate per hour</th>
<th>Holiday Fund</th>
<th>Pension Fund</th>
<th>Benefit Fund</th>
<th>Total value of employer contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>4,25 and above</td>
<td>15,20</td>
<td>12,60</td>
<td>0,20</td>
<td>28,00</td>
</tr>
<tr>
<td>3,75 to 4,24</td>
<td>13,20</td>
<td>11,20</td>
<td>0,20</td>
<td>24,60</td>
</tr>
<tr>
<td>3,25 to 3,74</td>
<td>11,60</td>
<td>9,80</td>
<td>0,20</td>
<td>21,60</td>
</tr>
<tr>
<td>2,75 to 3,24</td>
<td>10,00</td>
<td>8,40</td>
<td>0,20</td>
<td>18,60</td>
</tr>
<tr>
<td>2,25 to 2,74</td>
<td>8,40</td>
<td>7,00</td>
<td>0,20</td>
<td>15,60</td>
</tr>
<tr>
<td>1,75 to 2,24</td>
<td>6,60</td>
<td>5,60</td>
<td>0,20</td>
<td>12,60</td>
</tr>
</tbody>
</table>

2.2 Every employer shall deduct weekly from the remuneration of an employee, whose actual wage rate falls in any of the aforementioned wage bands, and who has completed 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, the Benefit Fund and the Council levy:

---

**SCHEDULE**

<table>
<thead>
<tr>
<th>Wage Bands min. to max. rate per hour</th>
<th>Pension Fund</th>
<th>Benefit Fund</th>
<th>Council Levy</th>
<th>Total value of employer contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Unskilled employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4,25 and above</td>
<td>12,60</td>
<td>0,20</td>
<td>0,10</td>
<td>12,90</td>
</tr>
<tr>
<td>3,75 to 4,24</td>
<td>11,20</td>
<td>0,20</td>
<td>0,10</td>
<td>11,50</td>
</tr>
<tr>
<td>3,25 to 3,74</td>
<td>9,60</td>
<td>0,20</td>
<td>0,10</td>
<td>9,70</td>
</tr>
<tr>
<td>2,75 to 3,24</td>
<td>8,40</td>
<td>0,20</td>
<td>0,10</td>
<td>8,70</td>
</tr>
<tr>
<td>2,25 to 2,74</td>
<td>7,00</td>
<td>0,20</td>
<td>0,10</td>
<td>7,30</td>
</tr>
<tr>
<td>1,75 to 2,24</td>
<td>5,60</td>
<td>0,20</td>
<td>0,10</td>
<td>5,90</td>
</tr>
</tbody>
</table>
2.3 In addition to the 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

<table>
<thead>
<tr>
<th>Wage bands</th>
<th>National development fund</th>
<th>Council levy</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>min. to max. rate per hour</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Unskilled employees</td>
<td>4.25 and above</td>
<td>0.45</td>
<td>0.10</td>
</tr>
<tr>
<td>3.75 to 4.24</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>3.25 to 3.74</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>2.75 to 3.24</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>2.25 to 2.74</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>1.75 to 2.24</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
</tbody>
</table>

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.

2.4 Every employer shall pay to the Council the levies as reflected in the Schedule hereunder, which levies shall be calculated on the basis of the total number of employees in his employ during any week and for whom contributions were paid.

### SCHEDULE

<table>
<thead>
<tr>
<th>Wage bands</th>
<th>National development fund</th>
<th>Council levy</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>min. to max. rate per hour</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Unskilled employees</td>
<td>4.25 and above</td>
<td>0.45</td>
<td>0.10</td>
</tr>
<tr>
<td>3.75 to 4.24</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>3.25 to 3.74</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>2.75 to 3.24</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>2.25 to 2.74</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
<tr>
<td>1.75 to 2.24</td>
<td>0.45</td>
<td>0.10</td>
<td>0.55</td>
</tr>
</tbody>
</table>

2.5 The contributions and the levies referred to in clauses 2.1 and 2.4 hereof and the deductions made in terms of clauses 2.2 and 2.3 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.

### 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 who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timely, 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.

3.3 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. VAKANSIEFONDSONBOEK

4.1 Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy in die Nyeerwysheid begin werk het by die Raad aansoek doen om 'n Vaksionefondsboek.

4.2 Die sekretaris moet 'n alfabetiese en Numeriese registrator hou van alle aansoekte om Vaksionefondsboekte en 'n spesifieke nommer wat op die boek aangeteken moet word aan elke aansoeker toekom. Genoemde registrator 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) ras en nasionaliteit;
(f) Vaksionefonds nommer deur die Fonds toegeken.

4.3 Die sluitingsdatum vir bydraes ten opsigte van 'n bepaalde jaar is die tweede Vrydag in Oktober.

4.4 Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet, wanneer betalings ten opsigte van toelaas en/of bydrae aan die Raad gemaak word, die werknemer se Vaksionefondsnommer en persoonsnommer aanteken.

HOOFSTUK 6

FONDS

Die bepalings van klusules 1.1 (a), 1.1 (b), 2, 3, 4, 5, 6, 7 (uitgecruiter hoofstuk 5 van 7.1, 3, 7.3, 7.4 en 7.5), 8, 9 en 10 van Staatsskrant No. 10720, Goevernmentskennisgewing R. 899 van 24 April 1987, soos gewysig, is bindend vir alle werkgewers en werknemers in die Bounyeerwysheid binne die reggiegebied van hierdie Raad.


F. G. MAYSTON,
Visvoorsitter.

J. M. DE CASTRO,
Lid van die Raad.

P. F. M. DE BRUYN,
Sekretaris Noordelike Streek.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGSONTWIKKELING

No. R. 830 20 Maart 1992

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (Wet No. 54 VAN 1972)

REGULASIES BETREFFENDE TOLERANSIES VIR TOKSIENE VEROORSAAK DEUR SWAMME IN VOEDINGSMIDDELS: WYSIGING

Die Minister van Nasionale Gesondheid het kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies vervat in die Bylae hiervan, uitgevaardig.

BYLAE


4. HOLIDAY FUND BOOK

4.1 Application for a Holiday Fund book 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 applications for Holiday Fund books and allocate a specific number in respect of each applicant which shall be recorded on the book. 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 card number;
(d) trade or occupation;
(e) race and nationality;
(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

The provisions contained in clauses 1.1 (a), 1.1 (b), 2, 3, 4, 5, 6, 7 (excluding 7.1, 3, 7.3, 7.4 and 7.5), 8, 9 and 10 of Chapter 5 of Government Gazette No. 10720 Notice R. 899 of 24 April 1987, as amended, shall be binding on all employers and employees in the Building Industry within the area of jurisdiction of this Council.

Signed at Johannesburg on this the 14th day of January 1992.

F. G. MAYSTON,
Vice-Chairman.

J. M. DE CASTRO,
Member of Council.

P. F. M. DE BRUYN,
Secretary Northern Area.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 830 20 March 1992

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (Act No. 54 OF 1972)

REGULATIONS GOVERNING TOLERANCES FOR FUNGUS-PRODUCED TOXINS IN FOODSTUFFS: AMENDMENT

The Minister of National Health has, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), made the regulations contained in the Schedule hereto.

SCHEDULE

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 313 of 16 February 1990, as corrected by Government Notice No. R. 614 of 23 March 1990.
Quantity surveyors suffering

QUANTITY surveyors are suffering in today's difficult economic conditions, with more firms battling than doing well, says Association of Quantity Surveyors president-elect Wally Brink.

"The demand for commercial and industrial space has been held back over the past 10 years because of SA's economic isolation, and it will probably be another two years before the industry booms."

Brink says the industry had been rationalized but there had been no retrenchments, with staff at some firms being offered no increases or even taking salary reductions.

"However, they know they will be rewarded when the upturn comes."

Demand for commercial and industrial space had been falling for 10 years, with the past two years seeing demand dropping substantially, he says.

Quantity surveyors were involved in about 40% of all construction work, but few of them were involved to any degree in housing at the moment.

If demand for the services of quantity surveyors was to grow substantially, there would have to be growth in the housing market.

However, Brink cautions that if there is a "massive boom" there will be a dramatic rise in building costs, and any price increases will need to be controlled.

While market conditions are tight and all players in the building and construction field are cutting costs, the industry needs the skills of the quantity surveyor.

This was shown by the fact that universities reflected full capacity for their courses in the profession, with the number of students in their final year being consistently double that of 10 years ago.

"While employment opportunities have been tight, this situation has bottomed out and graduates will now be more readily able to find employment," he says.
Worker killed, 4 hurt as roofing collapses

By Guy Jepson

A 100 m square section of concrete roofing collapsed on workers in the underground parking area at a partially completed building site in Ferndale, Randburg, at midday yesterday, killing one man and injuring four.

Many other workers in an adjacent section of the site’s 420 sq m parking area escaped uninjured as huge reinforced concrete slabs and steel supports rained down on their colleagues.

Emergency services personnel were at the building site — the proposed corporate headquarters of the Prime-Rand Office Furniture Group on the corner of Dover Street and Pretoria Avenue — within two minutes of receiving the call.

“We found two men lying under the concrete and immediately started digging. It was a combined operation — the traffic department and even bystanders joined in,” said Randburg’s chief fire officer, Nic van Dyk.

“One of the guys was dead; the other was lying under a concrete slab about 3 m long and 2 m high. We had to use the jaws of life to move it without hurting him. He had head injuries, leg injuries and scratches and bruises.”

Mr van Dyk said the seriously injured man was taken to the Crown Mines Hospital where he was in a stable condition late yesterday afternoon.

Three other workers who had suffered lesser injuries were treated on the scene by ambulance personnel.

Alfred Mbazila, a construction worker standing at ground level a few metres from the collapsed roofing, said he felt the floor shaking at about 11.50 pm.

“I was confused, I was thinking of the people working underground. Some managed to escape — there were about 20 workers underground.

“There was someone on top of the floor when it went down. I screamed ‘Lucas, Lucas’ — he tried to run away but the steel hit him.”

Mark Immerman, managing director of Prime-Rand Office Furniture, described the collapse as a terrible tragedy.

“We feel very sad that there has been a loss of life. The construction has been certified and the engineers were happy. There must be an inquiry — we don’t know what happened,” Mr Immerman said.
White House in policy shake-up

WASHINGTON — The administration is working on a new domestic policy programme to deal with problems exposed by last week's violence in Los Angeles and to counter criticism of its own lack of ideas.

President George Bush has arrived in Los Angeles for a two-day visit to tour the riot-torn areas of the city and discuss reconstruction measures with local leaders.

The administration has been stung by intense foreign criticism of the imperfections of US justice following the acquittal on charges of assault of four white police officers who had been filmed savagely beating a black motorist.

But Republicans have also been put on the defensive by criticism of their own neglect of urban problems during the 11 years they have held the White House.

The administration is emphasising that it has in fact increased spending on many of the Great Society programmes, such as Medicaid and food stamps. Every single agency of government was spending more than in the Eighties, said Jack Kemp, secretary of housing and urban development.

Mr Kemp has long been the principal advocate of a more active domestic policy agenda, based on the empowerment of poor people by helping them accumulate capital to buy homes and start businesses.

His ideas are now likely to receive more enthusiastic support from the White House. — Financial Times News Service.
Where to go, and when, to clear up confusion about your career

Making the right choice

Help to build future

Excellent mining opportunities

The beauty business

Innovative solutions for mining engineers
ALMOST 400 Construction and Allied Workers Union (Cawu) members employed by Blue Circle Cement at three plants embarked on a legal strike yesterday.

A Cawu statement said the plants affected were Lichtenburg (Western Transvaal), Hennenman (OPF) and Industria (Johannesburg).

A ballot held recently showed 88 percent of the workers were in favour of the strike.

The strike is mainly over wages, Cawu said, with the union demanding an across-the-board increase of R1.10 an hour or 18.5 percent, whichever is the greater; while the company offered 93 cents an hour or 16 percent.

The union's initial demand was R1.50 across-the-board or 35 percent.

The union also demanded payment for Family Day (December 26) and Easter Monday as public holidays, as well as an overtime food allowance of R10 calculated from the first hour of overtime worked, not three hours. - Sapa.
A low-cost opportunity in the building industry has been provided for young black matriculants by the Engineering Management Services (EMS) in Germiston.

The company is offering draughtmanship courses to individuals who are aspiring to become entrepreneurs in the townships at a time when unemployment and poverty are rife in the country.

The course may enable young and old to acquire jobs and skills in township planning, home improvements and other housing-related projects.

The housing backlog in the country is estimated by the Urban Foundation to be 1.2 million units.

EMS manager Mr Geoff Cooke said apprentices needed effective training. The building industry needed cost-effective training methods.

He said: "The EMS draughting training centre in Germiston satisfies those needs. If you cannot obtain an apprenticeship then this is for you.

"It may be the only route open to you."

The company draughtmanship training school has places available on its courses and is looking for companies within Murray and Roberts to sponsor either their employees or private individuals.

At present there are about 100 black and white students who are doing more advanced courses including mechanical materials handling, civils, piping, electrical, structural steelwork including reinforcing, township services and form work - to a level not catered for at colleges and technicians.

One of the students, Mr Buti Masilela, who obtained a school leaving certificate in 1987 and could not find employment, told Sowetan Property that he was aspiring to become a township planner and to create jobs.

He was optimistic that after completing his course he would become self-employed, he said, adding, "not all of us can be lawyers and doctors. Some have to exploit other avenues".

Another student, Mr Abiel Phosisi, from Kaledshong, said that the course was an eye-opener to many.

Training was intensive and disciplined, on a full-time five days a week. Potential candidates were screened by the manager, using aptitude tests and interviews, Cooke said.

The school became a private training centre in 1981. It had trained 450 apprentices from over 100 companies other than Murray and Roberts, another 150 under the Mossgas contract, and has also trained 250 private individuals.

On average in the past two years there were 80 trainees from over 100 companies at any one time in the school. However, the recession during the mid-1980s reduced the intake from industry to a trickle, a situation which showed no sign of changing for the better.

"Due to this reduction in corporate sponsorship, the only route left to young South Africans wishing to obtain skills is privately, paying their own fees.

Any interested parties should contact Cooke directly on (011) 825-6847. Alternatively write to him at PO Box 385, Bedfordview 2008, or visit the school, corner President and Simner Streets, Germiston.

By JOSHUA RABOROKO
Soos gemagtig, vir en namens die partye by die Raad op die sesde dag van November 1991 te Oos-Londen onderteken.

S. B. MATTHEUS,
Voorsitter.

D. CAMPER,
Ondervoorsitter.

G. R. J. STRYDOM,
Assistantesekretaris.

Signed at East London as authorised, for and on behalf of the parties to the Council, this sixth day of November 1991.

S. B. MATTHEUS,
Chairman.

D. CAMPER,
Vice-Chairman.

G. R. J. STRYDOM,
Assistant Secretary.

No. R. 1365

15 Mei 1992

WET OP ARBEIDSVERHOUDINGE, 1956
BOUWEREINHEID, OOS-LONDEN: HERBEKRAGTING VAN HOOFDOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkomst wat in die Bylsee hiervan verskyn en betrekking het op die Onderneemings, Nywerheid, Bedryf of Beroep in die opskrift by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkomst aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkomst, uitgesonderd die vervat in kluwsels 1 (1) (a), 2 en 3, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir al die ander werkgewers en werknemers as de genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneemings, Nywerheid, Bedryf of Beroep in die gebiede in kluwsel 1 van genoemde Ooreenkomst gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUWEREINHEID,
OOS-LONDEN
OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die
Building Industries Association (East Cape)
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die
Amalgamated Union of Building Trade Workers of South Africa
Amalgamated Society of Woodworkers of South Africa
Transport Workers’ Union of South Africa
en
Construction and Allied Workers Union

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the
Building Industries Association (East Cape)
(hereafter referred to as the “employers”, or the “employers’ organisation”), of the one part, and the
Amalgamated Union of Building Trade Workers of South Africa
Amalgamated Society of Woodworkers of South Africa
Transport Workers’ Union of South Africa
and
Construction and Allied Workers Union

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON

AGREEMENT

G. M. E. CARELSE,
Deputy Minister of Manpower.

33
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,
wat die party is by die Nwywerheidstraad vir die Bownwyer-
heid, Oos-Londen.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet nagekoms word—
(a) deur alle werkgewers en alle werknemers wat by die
Bownwywerheid betrokke of daarin werkzaam is en wat lede is
van onderskeidelyk die werkgewersorganisasiie en die
vakverenigings;
(b) in die landroosters Oos-Londen (uitgesonderd daardie
gedeeltes wat ingevolge Goewermentskennisgewings Nos.
1877 en 1079 van 14 September 1981 en 10 Junie 1988
onderskeidelyk oorgeplaas is vanaf Ciskei).
(2) Ondanks subklausule (1)—
(a) is hierdie Ooreenkomst van toepassing op vak tabletop
en kwakelinge sleids vir soort dier onbestaanbaar is nie
met die bepalings van die Wet op Mannskragpleidings, 1981,
or met enige kontrak daardagstens gesluit, of met enige voor-
waardes daardagstens gestel;
(b) is hierdie Ooreenkomst nie van toepassing nie ten
goepigte van die oprigtig, onderhou, herstel of verbouing
die volgende op plase:
(i) Woonhuise teen 'n koste van minder as R14 000, en
(ii) alle ander geboue, ongeag die koste daaraan
verbondes, wat uitsluitlik vir boerderydoelendes gebruik word
of gebruik gaan word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkomst treed in werking op die datum wat die
Minister van Mannskragtens artikel 48 (i) van die wat

3. SPEISIALE BEPALINGS

Kloosules 50 en 51 van die Ooreenkomst gepublisieer by
Goewermentskennisgewing R. 2094 van 14 October 1988,
soos gewysig, verleng, hemieu en herbevrag van tyd tot tyd
(hierdie die "Vorige Ooreenkomst" genoem), is van toepassing
op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Kloosules 3 tot en met 49 en 52 tot en met 54 van die
Vorige Ooreenkomst, soos gewysig, verleng, hemieu en
herbevrag van tyd tot tyd, is van toepassing op werk-
gewers en werknemers.

5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS:
WOORDOMSKRYWING

In kloosule 3, skrap die omskrywing van "Operator Graad
II" in sy geheel, en skrap die uitdrukking "Operator Graad
II" waar dit ook al diarsddeur die Ooreenkomst voorkom.

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS:
LONE

Vervang die tabel in subklausule (1) deur die volgende:

```
<table>
<thead>
<tr>
<th>Per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
</tr>
</tbody>
</table>

(a) Algemene Werker
(b) Dryw van 'n mecaniese voertuig met 'n
netto dravemoe van—
tot en met 1 814 kg.................. 450
meer as 1 814 kg tot en met 4 536 kg... 550
meer as 4 536 kg.................... 600
(c) Bediener van 'n kraagkraan........ 550
(d) Operator graad 1................ 550
(e) Ambagsman...................... 900
```

(hereinafter referred to as the "employees" or the "trade
unions"), of the other part,
being the parties to the Industrial Council for the Building
Industry, East London.

1. SCOPE OF APPLICATION

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be
fixed by the Minister of Manpower in terms of section 48 (1) of
the Act and shall remain in operation until 23 October 1992.

3. SPECIAL PROVISIONS

The provisions contained in clauses 50 and 51 of the
Agreement published under Government Notice R. 2094
of 14 October 1988, as amended, extended, renewed and
re-enacted from time to time hereinafter referred to as the
"Former Agreement") shall apply to employers and
employees.

4. GENERAL PROVISIONS

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

5. CLAUSE 3 OF THE FORMER AGREEMENT:
DEFINITION

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

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

Substitute the following for the table in subclause (1):

```
<table>
<thead>
<tr>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
</tr>
</tbody>
</table>

(a) General Worker.......................... 400
(b) Driver of mechanical vehicle with net carrying
capacity of—
    up to and including 1 814 kg.............. 450
    over 1 814 kg up to and including 4 536 kg... 550
    over 4 536 kg......................... 600
(c) Operator of a power crane.............. 550
(d) Operator Grade 1...................... 550
(e) Artisan............................... 900
```
7. KLOSULE 18 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF
Voe g die volgende subklosules in na subklosule (c):
(d) Vanaf 16h30 op Vrydag, 13 Desembe 1991 tot 07h30 op Maandag, 13 Januarie 1992;

8. KLOSULE 19 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF
Vervang die tabel in subklosule (2) (a) deur die volgende:

| (i) Drywer van ‘n meeganiêse voertuig met ‘n netto draveremoe van— | “Per uur sent |
| toet en met 1 814 kg | 59 |
| meer as 1 814 kg toet en met 4 536 kg | 67 |
| meer as 4 536 kg | 72 |
| (ii) Bediener van ‘n krakraan | 67 |
| (iii) Operateur graad 1 | 67 |
| (iv) Ambagsman | 971 |
| (v) Algemene Werker | 37 |

9. KLOSULE 20 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN OPENBARE VAKANsie-
DAE
In subklosule (1), voeg “Werkersdag” in na “Hemelvaardag”.

10. KLOSULE 22 VAN DIE VORIGE OOREENKOMS: VAKANsieFONDS
Vervang die tabel in subklosule (1) deur die volgende:

| (a) Drywer van ‘n meeganiêse voertuig met ‘n netto draveremoe van— |
| (i) tot en met 1 814 kg | 24,78 |
| (ii) meer as 1 814 kg toet en met 4 536 kg | 28,14 |
| (iii) meer as 4 536 kg | 30,24 |
| (b) Bediener van ‘n krakraan | 28,14 |
| (c) Operateur graad 1 | 28,14 |
| (d) Ambagsman | 40,95 |
| (e) Algemene Werker | 15,54 |

11. KLOSULE 23 VAN DIE VORIGE OOREENKOMS: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOU-
NYWERHEID
In subklosule (2), vervang die uitdrukking “15c” deur die uitdrukking “45c”.

12. KLOSULE 29 VAN DIE VORIGE OOREENKOMS: ALGEMENE FONDSE VAN DIE RAAD
(1) Vervang in subklosule (1) die uitdrukking “91c”, “79c” en “64c” deur onderskeidelik die uitdrukkingen “R1,25”, “R1,13” en “R1,00” en vervang “R5,00” deur “R10,00”.
(2) In subklosule (4), vervang die uitdrukking “R5,00” deur die uitdrukking “R10,00”.

13. KLOSULE 34 VAN DIE VORIGE OOREENKOMS: PENSIOENFONDS
In subklosule (2) (a), vervang die uitdrukking “65c”, “R27,30” en “R54,60” waar hulle ook al voorkom deur onderskeidelik die uitdrukkingen “74c”, “R31,08” en “R62,16”.

7. CLAUSE 18 OF THE FORMER AGREEMENT: ANNUAL LEAVE
Insert the following subclauses after subclause (c):
(d) from 16h30 on Friday, 13 December 1991, until 07h30 on Monday, 13 January 1992;
(e) from 16h30 on Friday, 18 December 1992, until 07h30 on Monday, 11 January 1993.

8. CLAUSE 19 OF THE FORMER AGREEMENT: PAY-
MENT IN RESPECT OF ANNUAL LEAVE
Substitute the following for the table in subclause (2) (a):

| (i) Driver of a mechanical vehicle with a net carrying capacity of— |
| up to and including 1 814 kg | 59 |
| over 1 814 kg up to and including 4 536 kg | 67 |
| over 4 536 kg | 72 |
| (ii) Operator of a crane | 67 |
| (iii) Operator Grade 1 | 67 |
| (iv) Artisan | 971 |
| (v) General Worker | 37 |

9. CLAUSE 20 OF THE FORMER AGREEMENT: PAY-
MENT IN RESPECT OF PUBLIC HOLIDAYS
Insert “and Workers’ Day” after “Ascension Day”.

10. CLAUSE 22 OF THE FORMER AGREEMENT: PAY-
MENT IN RESPECT OF HOLIDAY FUND
Substitute the following for the table in subclause (1):

| (a) Driver of a mechanical vehicle with a net carrying capacity of— |
| up to and including 1 814 kg | 24,78 |
| over 1 814 kg up to and including 4 536 kg | 28,14 |
| over 4 536 kg | 30,24 |
| (b) Operator of crane | 28,14 |
| (c) Operator Grade 1 | 28,14 |
| (d) Artisan | 40,95 |
| (e) General Worker | 15,54 |

11. CLAUSE 23 OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND
In subclause (2), substitute the expression “45 cents” for the expression “15 cents”.

12. CLAUSE 29 OF THE FORMER AGREEMENT: GENERAL FUNDS OF THE COUNCIL
(1) In subclause (1), substitute the expressions “R1,25”, “R1,13” and “R1,00” for the expressions “91c”, “79c” and “64c”, respectively, and “R10,00” for “R5,00”.
(2) In subclause (4), substitute the expression “R10,00” for the expression “R5,00”.

13. CLAUSE 34 OF THE FORMER AGREEMENT: PENSION FUND
In subclause (2) (a) substitute the expressions “74c”, “R31,08” and “R62,16” for the expressions “65c”, “R27,30” and “R54,60”, respectively, wherever they occur in this subclause.
14. KLOUSELE 37 VAN DIE VORIGE OOREENKOMS: BYDRAES TOT DIE MEDIËSE BYSTANDSFONDS

(1) In subklausule (1), vervang die uitdrukking "38c", "R15,12" en "R30,24" deur onderskeidelik die uitdrukkingen "39c", "R16,38" en "R32,76".

(2) In subklausule (2), vervang die uitdrukking "R30,24" deur die uitdrukking "R32,76".

15. KLOUSELE 45 VAN DIE VORIGE OOREENKOMS: SIEKTEBYSTANDSTOEELAE

In subklausule (1), vervang die uitdrukkingen "2c", "1c" en "1c" deur die uitdrukkingen "4c", "2c" en "1c" waar dit onderskeidelik in die subklausule voorkom.

16. KLOUSELE 46 VAN DIE VORIGE OOREENKOMS: BYDRAES TOT DIE SIEKTEBYSTANDSFONDS

Vervang die uitdrukkingen "R1,68", "84c" en "42c" deur die uitdrukkingen "R3,36", "R1,68" en "84c".

17. KLOUSELE 52 VAN DIE VORIGE OOREENKOMS: VAVERENIGINGSLIEGEDLIG

Skrap subklausule (5).

Namens die partye op heda die 8ste dag van Oktober 1991 te Oos-Londen onderteken.

D. B. CAPLES,
Voorsitter.

G. SMITH,
Ondervoorsitter.

G. R. REED,
Sekretaris.

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DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS-ONTWIKKELING

No. R. 1344 15 Mei 1992

ROOBKEHEERSTREEKEBEVEL KRAGTENS ARTIKEL 20 VAN DIE WET OP VOORKOMING VAN LUGBESOEDELING, 1965 (WET NO. 45 VAN 1965)

Ek, Stefanus Johannes Schoeman, Adjunkminister van Nasionale Gesondheid, kondig hierby kragsens artikel 20 van die Wet op Voorkoming van Lugbesoedeling, 1965 (Wet No. 45 van 1965), ondernemelde bevel van die Munisipaliteit van Knysna af wat deur my na oorlegpleging met die Nasionale Adviesende Komitee op Lugbesoedeling bekrachtig is.

MUNISIPALITEIT VAN KNYSNA: TWEDE ROOBKEHEERSTREEKEBEVEL

1. Die Munisipaliteit van Knysna verklaar hierby kragsens die bevoegdheid hom verleen by artikel 20 (1) van die Wet op Voorkoming van Lugbesoedeling, 1965, die gebied in die Byeae hiervan omskryf tot 'n rooibeheerstrook.

2. Geen eenaar of okupleerder van 'n perseel in klausule 3 bedoel, mag in hierdie rooibeheerstrook die uilating of voorkoming van rook van so 'n digtheid of inhoud dat dit rig in groter mate as 20 persent verdonker, uit sodanige perseel veroorlos of toelaat nie.

3. Hierdie bevel is van toepassing op—
   (a) alle perseel en geboue in gebruikstreek geklassifiseer as spesiale woon-, algemene woon-, algemene besigheid- of spesiale besigheidsstreek of as streke vir spesiale, onbepaalde, landbou-, inrigtings-, onderrig- of munisipale doeleindes: Met dien verstande dat waar industriële

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DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 1344 15 May 1992

SMOKE CONTROL ZONE ORDER IN TERMS OF SECTION 20 OF THE ATMOSPHERIC POLLUTION PREVENTION ACT, 1965 (ACT NO. 45 OF 1965)

1. Stefanus Johannes Schoeman, Deputy Minister of National Health, hereby in terms of section 20 of the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965), promulgate the undermentioned order of the Municipality of Knysna, which was confirmed by me after consultation with the National Air Pollution Advisory Committee.

MUNICIPALITY OF KNYNSA: SECOND SMOKE CONTROL ZONE ORDER

1. The Municipality of Knysna hereby declares, under and by virtue of the powers vested in it by section 20 (1) of the Atmospheric Pollution Prevention Act, 1965, the area defined in the Schedule hereto to be a smoke control zone.

2. In this smoke control zone no owner or occupier of any premises referred to in Clause 3 shall cause or permit the emanation or emission from such premises of smoke of such density or content that it obscures light to an extent greater than 20 per cent.

3. This order shall apply to—
   (a) all premises and buildings in use zones classified as special residential, general residential, general business or "civic" or "cultural" or as zones for special, undetermined, agricultural,
Name of industrial council: Industrial Council for the Building Industry.

Date on which application was lodged: 19 February 1992.


for the purposes hereof.

The above-mentioned industries are defined as follows:

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

Asphalting, which includes covering floors or flat and/or sloping roofs or waterproofing or damp-proofing 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 constructing and fixing of concrete blocks, slabs or plates, tilting 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 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 the rebates formed in wooden or metal doors, windows, frames or like fixtures, and all operations incidental thereto;
skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore gepaard gaan, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie, met ingegrip van rakkaste, kombuiskaste of ander kombuivastetoehoere wat by die gebou hoort as permanente deel daarvan;

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameligte (uitsesonder elektriese toehoere wat daarmee gepaard gaan) en die beglasing in verband daarmee;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwwerk (ook die kap en bou van sier- en monumentklipwerk), betonnering en die aanbring of inbou van voorafgegaste of kunstkip of marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbetegeling, die bediening van ‘n Mall en Blax of dergelijke tipe verplaasbare toller en meerdoelige syne-, afwerk- en ander klipwerkmasjinerie, uitgesonder klippoleresinmasjinerie, en die skerp-maak van klipmesselaars-gereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafone, metaalvensters, metaaldeure, siemetaalwerk, metaalramen, metaaltrappe en boumetaalwerk en die vervaardiging en/of aan- bring van trukke metaal en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verwerk, wat die volgende insluit: Versiering, muur- plakking, glasauring, distempering, afwituwing, kleur- kalking, belising, vernissing, vlamskilderig, mar- mering, bespuiting, spuitskilderig, letterskilderig, muurversiering en die gebruik van teer en die produkte daarvan, asook skuring met skuurpapier en alle werk ter voorbereiding vir onmelde werk- saamhede, die afskuring (met skuurpapier) van mure en houtwerk, die vulling van barste in mure en die bestopwerf van houtwerk;

pleisterwerk, wat die volgende insluit: Modellerwerk, modellmakery, vormmakery, die afwerking van gietseis volgens gietvorms, die maak en aan- bring van gipsbordplafone en veselpleister of ander komposisiemateriaal, granoliet-, terrasso- en komposisiebevolking, komposisiemuurbedek- king en -polering, die bediening van ‘n Mall en Blax of dergelijke tipe verplaasbare toller en meer- doelige sny- en afwerkmasjinerie, voorafgegaste of kunstkipwerk, muur- en vlorebetegeling, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat gepaard gaan met die vol- tooiing van plafone en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

joinery, which includes the fixing of all wooden fit- tings 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 use, including cup- boards, kitchen-dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;

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

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

metalwork, which includes the fixing of steel ceilings, metal windows, metal doors, builders’ smithwork, metal frames, metal stairs and architectural metalwork, and 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, paperhanging, glazing, distempering, lime and colour washing, staining, varnishing, graining, marbling, spraying, spray painting, signwriting, wall decorating and useing tar and its products, and also includes sandpapering and all work preparatory to the aforesaid operations, sandpapering walls and woodwork, filling cracks in walls and puttying woodwork;

plastering, which includes modelling, model-making, mould-making, facing casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a Mall and Blax or similar type of portable spinner, and flexible cutting and finishing machinery, precast or artificial stonework, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all pro- cesses 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;
loodgieterswerk, wat die volgende insluit: Sweißolenwerk en sveiswerk, loodgietsigwerk, gasaansluitwerk, sanitair en huishuiswerkhuiswerk, rioolwerk, kalfsfietswerk, ventielwerk, verwarmingswerk, die aanleg van warm en koue water, die insteekmaak van en die vandaag en van alle metaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebrui word of nie;

winkel-, kantoor- en bankurotsingswerk, wat die volgende insluit: Die vandaag en/of van winkelfronte, venetiaanskortings, uitstallings, toonbanke, skerm en binnenshuis los en vaste toebehore;

stalwapsening en/of stalkonstruksie, wat die volgende insluit: Die aanleg van alle klasse staal- of ander metaalsuile, leërs, stalbalke, fynplaat, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk en fineerpaneelwerk en die polering en skuur daarvan, houtbewerking, masinering, draaiwerk, houtsnijwerk, die bekleding van alle soorte dakke, die aanleg van klank- en akoestiekmateriaal, kruk- en asbestisolatie, houtlakwerk, komposiet-panele en muurbedekking, die boon van gate en die aanleg van proppe in mure, die bekleding van houtwerk met metaal, blokkies- en ander bevloering, met inbegrip van bevoering met hout, linoleum, rubberkomposiet, asfaltiese vloerbedekkings of kruk, en die skuur daarvan met skuurpapier, die bediening van 'n Mall en Blax of dergelijke type verplaasbare toer en meerderoë sneu, afwerk- en poleresiniering, bekisting en/of die voorbereiding van vorms vir beton, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebrui word of nie: Met dié verstaande dat die lê van linoleum deur 'n verskaffer wie se verkaamst besigheid in die Kommeriële Distribusiebedryf is, uitgesluit is van hierdie omskrywing wanneer sodanige liwende gemaak of voorberei word van dekkende koste vir dié klant nie; maar

(a) dit omvat nie die Yster-, Staal-, Ingenieurs- en Metallurgiase Nywerheid soos omskryf in paragraaf G van die registratiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiase Nywerheid van Suid-Afrika nie; en

(b) dit is onderworpe aan die bepaalings van Hoofstuk V van die Vasstelling gemaak deur die Nywerheidsbode van die 1 September 1978, in die saak tussen die Nywerheidsraad van die Meubelnywerheid, Transvaal en Natal en die Nywerheidsraad van die Bontnywerheid, Transvaal, Durban en Pietersmaritzburg en Noordelike Gebiede.

plumbing, which includes brazing and welding, lea burning, gas fitting, sanitary and domestic eng neering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire -prevention equip ment installation and the manufacture and fitting of all sheetmetal 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 fitting, which includes the manufacture and/or fixing of shop fronts, window and closures, 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 of metal in any other form which forms part of a building or structure;

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

(a) does not include the Iron, Steel, Engineering and Metallurgical Industry 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; and

(b) is subject to the provisions of Chapter V of the Determination made by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal, Durban and Pietermaritzburg and Northern Areas.
(2) "Dimensionele Klipnywerheid" beteken die nywerheid waarin werkgevers 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 dit omvat alle werk wat uitgeoefen of verrig word deur persone daarin wat betrokke is by klipmesselwerk, soos die voorbereiding van klip vir geboue, ornamentale gedenktekens of ander klipwerk, en dit omvat ook die winning van klipblokke met voorafgepast patroon en groottes deur metodes soos boor, proppie of saag vir bou-, klipmessen- en monumentdoeloewies.

Gebiede en belange ten opsigtte waarvan registrasie gehou word:

1. Die landdrosdistrikte Johannesburg, Germiston, Benoni, Springs, Brakpan, Heidelberg en Niel, en die gebiede binne 'n straal van 10, 30, 10, 20, 10, 20 en 10 myl vanaf die hoofpookantore van onderskeidelik Klersdorp, Krugersdorp, Potchefstroom, Vereeniging, Middelburg, Pretoria en Witbank, in die Monumentklipmesselnywerheid soos hieronder omskryf en die Bou-nywerheid, uitgemoed met die bedrading van of die instellering in geboue van verligtings-, verwarmings- of ander permanente elektriese toebere of die herstel of onderhoud van hysbakke in geboue.

"Monumentklipmesselnywerheid" beteken die nywerheid waarin werkgevers en hul werknemers met mekaar geassosieer is met die doel om grafstene of ander monumente of grafte te maak en/of op te rig en/of om grafte op te bou.

2. Die landdrosdistrik Bethal, ten opsigtte van die Bou-nywerheid, wat—

(a) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid omvat nie soos omskryf in paragraaf G van die registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika; en

(b) onderworpe is aan die bepaling van Hoofstuk V van die Wet om die Bou-nywerheid, gedateer 1 September 1978, in die saak tussen die Nywerheidsraad en die Meubel-nywerheid, Transvaal en Natal, en die Nywerheidsraad en die Bou-nywerheid, Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

Adresse van die aanplankan waar afskryf van besware afgelever of waarheen dit gestuurt moet word:

(a) Kantooradres: Buchanangebou, Loveadaystraat 89, Johannesburg.


G. C. PAPENFUS,
Assistent-Nywerheidsregistrateur.
(8 Mei 1992)

(2) "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.

Areas and interests in respect of which registration is held:

1. The Magisterial Districts of Johannesburg, Germiston, Benoni, Springs, Brakpan, Heidelberg and Niel, and the areas within a radius of 10, 30, 10, 20, 10, 20 and 10 miles from the main post offices of Klersdorp, Krugersdorp, Potchefstroom, Vereeniging, Middelburg, Pretoria and Witbank, respectively, in the Monumental Masonry Industry as defined hereunder and the Building Industry, excluding the wiring of or the installation in buildings of lighting, heating or other permanent electrical fixtures or the repair or maintenance of lifts in buildings.

"Monumental Masonry Industry" means the industry in which employers and their employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up graves.

2. The Magisterial District of Bethal in respect of the Building Industry, which—

(a) does not include the Iron, Steel, Engineering and Metallurgical Industry 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; and

(b) is subject to the provisions of Chapter V of the Determination made by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal, Durban and Pietermaritzburg and Northern Areas.

Addresses of the applicant to which copies of objections are to be delivered or posted:

(a) Office address: Buchanan Building, 89 Loveaday Street, Johannesburg.

(b) Postal address: P.O. Box 3201, Johannesburg, 2000.

The procedure laid down in paragraphs (b), (c), (d), (e) and (f) of section 19 (2) of the Labour Relations Act, 1956, shall mutatis mutandis apply in connection with any objections lodged in respect of this application for the variation of the registered scope of the Industrial Council.

G. C. PAPENFUS,
Assistant Industrial Registrar.
(8 May 1992)
GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN OPENBARE WERKE

No. R. 1517 5 Junie 1992

WET OP ARGITEKTE, 1970
(WET No. 35 VAN 1970)

KENNISGEWING KRAGTENS ARTIKEL 7 (3) (b):
WYSIGING VAN PROFESSIONELE GELDETARIEF

Ek, Leon Wessels, Minister van Openbare Werke
maak hierby bekend dat ek, na oorweging van ter sake
dienende aanbevelings deur die Suid-Afrikaanse Raad
vir Argitekte gedoen, kragtens artikel 7 (3) (b) van die
Wet op Argitekte, 1970 (Wet No. 35 van 1970), die
voorsiening in die Bylae hiervan gemaak het.

L. WESSELS,
Minister van Openbare Werke.

BYLAE

1. In hierdie Bylae beteken “die Kennisgewing”
Goewermentskennisgewing No. R. 5 van 3 Janua-

Wysiging van paragraaf 2 van die Kennis-
gewing

2. Paragraaf 2 van die Kennisgewing word hierby
gewysig deur na paragraaf 2.4 die volgende
paragraaf in te voeg:

“2.4 Enige gelde of vergoeding bereken of gespe-
sifieer ingevolge hierdie kennisgewing sluit
Belasting op Toegevoegde Waarde uit.”.

Wysiging van paragraaf 7 van die Kennis-
gewing

3. Paragraaf 7 van die Kennisgewing word hierby
gewysig deur paragraaf 7.2 deur die volgende
paragraaf te vervang:

“7.2 Behoudons paragraaf 8, is die argitek se ver-
goeding vir standaard dienste wat hy
oorenkomsstig paragraaf 3 uitvoer, tensy

GOVERNMENT NOTICES

DEPARTMENT OF PUBLIC WORKS

No. R. 1517 5 June 1992

ARCHITECTS’ ACT, 1970
(ACT No. 35 OF 1970)

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

I, Leon Wessels, Minister of Public Works, hereby
make known that, after consideration of relevant
recommendations made by the South African Council
for Architects, I have under section 7 (3) (b) of the
Architects’ Act, 1970 (Act No. 35 of 1970), made the
provisions in the Schedule hereto.

L. WESSELS,
Minister of Public Works.

SCHEDULE

1. In this Schedule “the Notice” means Government

Amendment of paragraph 2 of the Notice

2. Paragraph 2 of the Notice is hereby amended by
the insertion after paragraph 2.4 of the following
paragraph:

“2.5 Any fees or remuneration calculated or speci-
fied in terms of the notice are exclusive of
Value Added Tax.”.

Amendment of paragraph 7 of the Notice

3. Paragraph 7 of the Notice is hereby amended by
the substitution for paragraph 7.2 of the following
paragraph:

“7.2 Subject to paragraph 8, the remuneration of
the architect for the standard services per-
formed by him in terms of paragraph 3 shall,
Wysiging van Aanhangsel 3

4. Aanhangsel 3 van die Kennisgewing word hierby gewysig—

(a) deur paragraaf (i) deur die volgende paragraaf te vervang:

"(i) Prinsipaal, vennoot, of direkteur—19,5 sent per uur per R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgrade- ring in die Staatsdiens: Met dien ver- stande dat hierdie uurtarief geeg word vestigingsheffings en heffings ten opsigt van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonder- like heffings uitmaak nie;"

(b) deur paragraaf (ii) deur die volgende paragraaf te vervang:

"(ii) Geregistreerde argitek sowel as prinsi- paal, vennoot, of direkteur wat op hier- die vlak dienste lever—17,5 sent per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris, insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie uurtarief geeg word vestigingsheffings en heffings ten opsigt van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonder- like heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 17,5 sent per uur R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens sal oorskry nie, tensy vooraf ooreengekom;"

(c) deur na paragraaf (i) die volgende paragraaf in te voeg:

"(iii) Gesalarieerde professionele en teg- niiese personeel—15 sent per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris, insluitende 'n gereelde bonus, indien enige: Met dien ver- stande dat hierdie uurtarief geeg word vestigingsheffings en heffings ten opsigt van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonder- like heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 15 sent per uur per R100 of gedeelte daarvan, van die totale jaar- likse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens sal oorskry nie, tensy vooraf ooreengekom."
5. Wysigings 2 en 3 is van toepassing op alle nuwe projekte en op daardie stadions van 'n projek wat nog nie op 3 Januarie 1992 'n aanvang geneem het nie.

Wysiging 4 is van toepassing op alle nuwe projekte en op daardie stadions van 'n projek wat nog nie op die datum van publikasie van hierdie kennisgewing 'n aanvang geneem het nie.

---

**BYLAE**


2. Die Kennisgewing word hierby gewysig deur paragraaf 22 deur die volgende paragraaf te vervang:

   "22. Tydvoordering

   22.1 Waar die werk van so 'n aard is dat ander bepalings van hierdie Geldetarief nie van toepassing is nie, is die gelde 'n tydvoordering teen die volgende tariewe per uur wat Belasting op Toegevoegde Waarde uitsluit:

   22.1.1 Prinsipaal, vennoot, of direkteur—19.5 sent per uur per R100 of gedeelte daarvan, van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings en heffings ten opsigte van tyd deur kerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie.

   22.1.2 Geregistreerde bourekenaar sowel as prinsipaal, vennoot, of direkteur wat op hierdie vlak dienste lever—17.5 sent per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings

5. Amendments 2 and 3 shall apply to all new projects and to those stages of a project not yet commenced on 3 January 1992.

Amendment 4 shall apply to all new projects and to those stages of a project not yet commenced on the date of publication of this notice.

---

**SCHEDULE**


2. The Notice is hereby amended by the substitution for paragraph 22, of the following paragraph:

   "22. Time charge

   22.1 Where the work is of such a nature that other provisions of this Tariff of fees do not apply, the fee shall be a time charge at the following rates per hour which shall be exclusive of Value Added Tax:

   22.1.1 Principal, partner, or director—19.5 cents per hour per R100 or part thereof of the total annual salary attached to a Director’s grading in the Public Service: Provided that this hourly rate shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately.

   22.1.2 Registered quantity surveyor as well as principle, partner, or director rendering services at this level—17.5 cents per hour per R100 or part thereof of his total annual salary including a regular bonus, if any: Provided that this hourly rate shall be deemed to include establishment charges and charges in

---

**QUANTITY SURVEYORS’ ACT, 1970**

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

I, Leon Wessels, Minister of Public Works, hereby make known that, after consideration of a relevant recommendation made by the South African Council for Quantity Surveyors, I have, under section 7 (3) (b) of the Quantity Surveyors’ Act, 1970 (Act No. 36 of 1970), made the provisions in the Schedule hereto.
en heffings ten opsigte van tyd deur klerlike personeel be- stee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 17,5 sent per uur per R100 of gedeelte daarvan van die totale jaarlike salaris wat in verband staan met 'n Direkteursgrade-
ing in die Staatsdiens sal oorskry nie, tensy vooraf oor- eengekome.

22.1.3 Gesalarieerde professionele en
tegniese personeel—15 sent per uur per R100 of gedeelte daarvan, van sy totale jaarlike salaris insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie uurtarief gaag word vestigingsheffings en heffings ten opsigte van tyd deur klerlike personeel be-
stee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 15 sent per uur per R100 of gedeelte daarvan, van die totale jaar-
like salaris wat in verband staan met 'n Direkteursgrade-
ing in die Staatsdiens sal oorskry nie, tensy vooraf oor-
eengekome."

22.1.3 Salaried professional and tech-
nical staff—15 cents per hour per R100 or part thereof of his total annual salary including a regular bonus, if any: Provided that this hourly rate shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, there-
fore, not be chargeable separately: Provided further that this hourly rate shall not exceed 15 cents per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Service, unless by prior agreement.

3. Die regulasies tree in werking op datum van publi-
kasie daarvan in die *Staatskoerant.*

3. The Regulations shall come into effect on the date of publication thereof in the *Government Gazette.*

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14011 — 1
Industry has had to adapt to radical
technology change

BUILDING industry changes during the past 50 years have been revolutionary.
A gentleman's agreement is now defunct terminology and restrictive clauses are the order of the
day, says one of Durban's most senior quantity surveyors, Nathan Abrahams,
who celebrates his 70th birthday this month.

"A minefield of contractual legalities has come into being because of the
massive escalations in the building price index - a
R20 000 project in 1935 would cost about R1,8m by
today's standards," he says.
A full-time consultant for Natal's largest firm of
quantity surveyors, Walters & Simpson, Abrahams
says compiling tender documentation was a laborious
process. Procedure had to be followed to the letter.

Today the profession is
far more open to lateral
thinking, and computers
have oiled the wheels of
progress.

By the early 1960s,
modernisation of building tech-
nology came into its own,
and Durban's first highrise
buildings began to mushroom on the city's skyline.

"The accent in the con-
struction industry was to-
wards labour-saving pro-
cedures.

Affected

"This affected the number
of skilled artisans," Abrahams
says.
"Apprenticeships shortened and the ranks of highly
skilled workmen thinned out alarmingly."

"Spurring costs within
the building industry and
the lack of skilled workmen led to more simply styled
buildings.

In recent years the indus-
try has been forced to adapt
to many changes, including
conversion to metric mea-
surements and the intro-
duction of VAT.

"The modern era has giv-
en rise to a host of special-
ists within the building indus-
try, with aircon-
ditioning, lift technology, electrical systems, safety
features and alarm sys-
tems standard features in highrise buildings," Abra-

More university graduates have moved across to
work with building firms in project management, and
there is generally a higher level of professionalism in
the industry.

Graduates

Two out of every 10 university graduates join the profession.

The balance join building
firms and property development companies.

"The good fellowship that exists within the profession has been an im-
portant constant to me in my 57 years with Walters &
Simpson.

"The dog-eat-dog syn-
drome, so rampant in to-
daay's business world, has
not become a trait of our
profession."
THE increased number and distribution of courses displays the growing demand for entrepreneurial training from small builders.

And in turn it shows the Entrepreneurial Development of Southern Africa's ability to respond to the demand.

Citing all this, Edsa chairman Mr. Neville Davies says a training contract awarded to the African Builders was a further endorsement of the relevance of the association's training to the needs of its members.

During the year pilot entrepreneurial courses were also introduced for small civil engineering contractors and manufacturers of building related materials. These initiatives have the potential to support the future development of viable enterprises in these areas.

Market conditions have led to a low level of activity for the Small Builders' Bridging Finance Programme.

A review took place to assess its internal efficiency and its relevance in a changing market environment.

Entrepreneurial Development helped in networking with other organisations to mobilise resources for small builder development.

The Action Forum, in particular, is addressing a number of macro issues which would not otherwise be effectively tackled by any single organisation.

The report says during the year Dr Gordon Sibiya resigned from the Edsa due to the pressure of other commitments.
Stump hits building industry

ARCHITECTS, draughtsmen and quantity surveyors are feeling under the recession, and retrenchments have become commonplace.

For the construction industry, already battling for survival, this is grave news.

The lack of new work coming on stream means the prospects of technikon and university graduates in architecture and allied disciplines face bleak prospects on the job front.

Full report — Page 14
werkgewers en werknemers as die genoem in para-
graaf (a) van hierdie kennisgewing wat betrokke is by
of in diens is in genoemde Onderneming, Nywerheid,
Bedryf of Beroep in die gebiede in klusule 1 van die
Wysigingsoornekoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE BOONYWERHEID,
OOS-KAAP
OOREENKOMS
ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit
deur en aangegaan tussen die
Building Industries Association, East Cape,
Electrical Contracting and Allied Industries Associa-
tion (Eastern Cape)
en
Electrical Contractors’ Association (South Africa)
(hierdie die “werkgewers” of die “werkgewersorganisasies”
genoom), aan die een kant, en die
Amalgamated Society of Woodworkers of South
Africa,
Amalgamated Union of Building Trade Workers of
South Africa,
South African Electrical Workers’ Association,
Metal and Electrical Workers Union of South Africa,
Construction and Allied Workers’ Union
en
Port Elizabeth Operative Plumbers’ Association
(hierdie die “werknemers” of die “vakverenigings” genoom),
aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywer-
heid, Oos-KAAP, om die Ooreenkom ons geparuleer by
Goewermentskennisgewing R. 2380 van 27 September 1991
(hierdie die “Herbekragtingsooreenkomse” genoom), te wy-
sig.

DEEL I
1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkomst moet in die Bounywerheid nage-
kom word—
(a) deur alle werkgewers en werknemers wat lede is van
onderskeidelik die werkgewersorganisasies en die vakver-
enigings;
(b) in die landdrosdistrikte Albany, Alexandria, Bathurst,
Beaufort-West, Calitzdorp, George, Humansdorp, Joubertina,
Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth,
Queenstown (uitsonderde die gedeelte wat voor die publikasie
van Goewermentskennisgewing No. 1904 van 30 Augustus
1985, binne die landdrosdistrik Stockenströms geval het),
Riversdale, Uitenhage en Uniondale en in die gedeelte van die
landdrosdistrik Hankey wat voor 1 November 1963 binne die
landdrosdistrik Port Elizabeth geval het, maar uitgesonderd
die gedeelte van die landdrosdistrik Port Elizabeth wat voor
die publikasie van Goewermentskennisgewing No. 1974 van
26 September 1980 binne die landdrosdistrik Hankey geval
het.

Payers 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST CAPE
AGREEMENT
in accordance with the provisions of the Labour Relations
Act, 1956, made and entered into by and between the
Building Industries Association, East Cape,
Electrical Contracting and Allied Industries Associa-
tion (Eastern Cape)
and
Electrical Contractors’ Association (South Africa)
(hereinafter referred to as the “employers” or the “em-
ployers’ organisations”), of the one part, and the
Amalgamated Society of Woodworkers of South
Africa,
Amalgamated Union of Building Trade Workers of
South Africa,
South African Electrical Workers’ Association,
Metal and Electrical Workers Union of South Africa,
Construction and Allied Workers’ Union
and
Port Elizabeth Operative Plumbers’ Association
(hereinafter referred to as the “employees” or the “trade
unions”), of the other part,
being the parties to the Industrial Council for the Building
Industry, East Cape, to amend the Agreement published
under Government Notice R. 2380 of 27 September 1991
(hereinafter referred to as the “Re-enacting Agreement”)

PART I
1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the
Building Industry—
(a) by all employers and employees who are members of
the employers’ organisations and the trade unions, respect-
ively;
(b) in the Magisterial Districts of Albany, Alexandria,
Bathurst, Beaufort West, Calitzdorp, George, Humansdorp,
Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn,
Port Elizabeth, Queenstown (excluding that portion which,
prior to the publication ofGovernment Notice No. 1904 of 30
August 1985, fell within the Magisterial District of Stocken-
ströms), Riversdale, Uitenhage, Uniondale, and in that por-
tion of the Magisterial District of Hankey which, prior to
1 November 1963, fell within the Magisterial District of Port
Elizabeth, but excluding that portion of the Magisterial District
of Port Elizabeth which, prior to the publication of Govern-
ment Notice No. 1974 of 26 September 1980, fell within the
Magisterial District of Hankey.
(2) Ondanks subklausule (1) (a), is hierdie Ooreenkoms—

(a) van toepassing slechts op die klasse werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leer-
linge;

(b) van toepassing op vaklike en kweeklike afdelinge slechts soveer dit nie strydig is met die Wet op Mannekragoppleiding, 1981, of met voorwaardes of kennisgewings wat daarop verwys dan volgen-
ners voorgeskryf of besoel is nie;

(c) van toepassing op afdelings- en kweeklike direkteurs;

(d) nie van toepassing nie op universiteitsstudente en gegeëvorderde in die bouwes- en konstruktiewes-
houers, konstruktiewes- en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese oplei-
ding;

(e) van toepassing op klare of op werknemers wat administratieve pligtes verrig of op ’n lid van ’n administrat-
iewe personeel nie.

(3) Ondanks subklausule (1) (a) is klusules 12, 13, 15 (2) en (3), 27 en 40 van Deel 1 van die Ooreenkoms gepubliseer

by Goewermentskennisgewing No. R. 2217 van 31 Oktober 1980, soos gewysig en herbekragtig (hierna die Vorige
Ooreenkoms genoem), nie van toepassing in Gebiede B, C, D, E, en F nie.

2. KLOUSULE 8 VAN DEEL I VAN DIE VORIGE OOREENKOMS: LONE

Voeg die volgende nuwe paragraaf ( xvii ) na paragraaf
(xvi) in subklausule (1) (a):

"(xvii) Werknemers betrokke by elektriese installing-
weg, elektriese monitoring en bedrading en werk-
baarheid wat daarmee gepaard gaan insluit:

In die geval van ambagsmanne, die volgende
persentasies meer as die loon voorgeskryf in
in die voorafgaande paragraaf van hierdie sub-
klausule vir die klasse werknemer:

Gebied A: ........................................... 1,6 persent
Gebied D: ........................................... 5,2 persent
Gebied E: ........................................... 4,8 persent
Gebied F: ........................................... 2,9 persent

In die geval van almal ander klasse werknemers, die vol-
gende persentasies meer as die loon voorgeskryf in
in die voorafgaande paragraaf van hierdie subklausule
vir die klasse werknemer:

Gebied A: ........................................... 7,6 persent
Gebied B: ........................................... 6,2 persent
Gebied C: ........................................... 1,6 persent
Gebied E: ........................................... 13,8 persent
Gebied F: ........................................... 11,9 persent.

3. KLOUSULE 33 VAN DEEL I VAN DIE VORIGE OOREENKOMS: HEFFING VIR WERKGESWERSORGANISASIE

(1) In subklausule (1) (a), vervang die uitdrukking “42c”
deur die uitdrukking “60c”.

(2) In subklausule (1) (b), vervang die uitdrukking “R2,60”
deur die uitdrukking “R3,00”.

(3) In subklausule (1) (c), vervang die uitdrukking “R1,25”
deur die uitdrukking “R1,80”.

4. KLOUSULE 36 VAN DEEL I VAN DIE VORIGE OOREENKOMS: DIE NASIONALE ONTWIKKELINGS-
FONDS VIR DIE BOUWYDERHEID

In subklausule (2), vervang die uitdrukking “15c” deur die
uitdrukking “45c”.

(2) Notwithstanding the provisions of subclause (1) (a), the

(a) only apply to those classes of employees for whom
wages are prescribed in this Agreement and to learners;

(b) apply to apprentices and trainees only so far as they
are not inconsistent with the provisions of the Manpower
Training Act, 1981, or any conditions prescribed or any notice
serviced in terms thereof;

(c) apply to labour-only contractors, working partners and
working directors;

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

(e) not apply to clerical employees or to employees
generated in administrative duties or to any member of an
administrative staff.

(3) Notwithstanding the provisions of subclause (1) (a), the
provisions of clauses 12, 13, 15 (2) and (3), 27 and 40 of Part
1 of the Agreement published under the Government Notice
No. R. 2217 of 31 October 1980, as amended and re-enacted
(hereinafter referred to as the Former Agreement) shall not apply
in Areas B, C, D, E and F.

2. CLAUSE 8 OF PART I OF THE FORMER AGREEMENT:
WAGES

Insert the following new paragraph ( xviii ) after paragraph
(xvii) in subclause (1) (a):

"(xviii) Employees engaged in electrical installation,
which includes electrical fitting and wiring and
operations incidental thereto:

In the case of journeymen, the following percen-
tages more than the wage prescribed in the
foregoing paragraphs of this subclause for the
category of employee:

Area A ........................................... 1,6 persent
Area D ........................................... 5,2 persent
Area E ........................................... 4,8 persent
Area F ........................................... 2,9 persent

In the case of all other categories of employees, the
following percentages more than the wage pres-
ccribed in the foregoing paragraph of this subclause
for the category of employees:

Area A ........................................... 7,6 persent
Area B ........................................... 6,2 persent
Area C ........................................... 1,6 persent
Area E ........................................... 13,6 persent
Area F ........................................... 11,9 persent.

3. CLAUSE 33 OF PART I OF THE FORMER AGREEMENT: EMPLOYER ORGANISATION LEVY

(1) In subclause (1) (a), substitute the expression “60c” for
the expression “42c”.

(2) In subclause (1) (b), substitute the expression “R3,00”
for the expression “R2,60”.

(3) In subclause (1) (c), substitute the expression “R1,80”
for the expression “R1,25”.

4. CLAUSE 36 OF PART I OF THE FORMER AGREEMENT: THE NATIONAL DEVELOPMENT FUND
FOR THE BUILDING INDUSTRY

In subclause (2), substitute the expression “45c” for the
expression “15c”.

3
### 5. Clause 39 of Part I of the Former Agreement: Pension Fund

(1) Every employer to whom the provisions of Part I and Part II of this Agreement apply, shall in respect of each of the mentioned employees in his employee and who has worked the ordinary hours of work on three working days during a week pay to the Council in accordance with the procedure prescribed in subclause (3) of this clause, the following amounts.

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<tr>
<td>Area A</td>
<td>7.02</td>
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<tr>
<td>Area B</td>
<td>10.05</td>
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<tr>
<td>Area C</td>
<td>12.15</td>
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<tr>
<td>Area D</td>
<td>14.15</td>
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<td>Semi-skilled employees:</td>
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<td>Area A</td>
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<td>Area B</td>
<td>10.05</td>
</tr>
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<td>Area C</td>
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<tr>
<td>Area D</td>
<td>14.15</td>
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<td>Journeyman's assistants:</td>
<td></td>
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<tr>
<td>Area A</td>
<td>8.64</td>
</tr>
<tr>
<td>Area B</td>
<td>10.65</td>
</tr>
<tr>
<td>Area C</td>
<td>12.85</td>
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<tr>
<td>Area D</td>
<td>15.85</td>
</tr>
<tr>
<td>Drivers of mechanical vehicles with a pay-load of—</td>
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<tr>
<td>up to and including 2 722 kg:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>7.58</td>
</tr>
<tr>
<td>Area B</td>
<td>12.15</td>
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<td>Area C</td>
<td>17.70</td>
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<td>Area D</td>
<td>24.60</td>
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<td>over 2 722 kg but not exceeding 4 536 kg:</td>
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<td>Area A</td>
<td>7.56</td>
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<td>Area B</td>
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<td>Over 4 536 kg:</td>
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<tr>
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</tr>
<tr>
<td>General foremen, foremen and journeymen in all trades and occupations:</td>
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</tr>
<tr>
<td>Area A</td>
<td>45.22</td>
</tr>
<tr>
<td>Watchmen, per six-day week:</td>
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</tr>
<tr>
<td>Area A</td>
<td>6.71</td>
</tr>
<tr>
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<td>Area D</td>
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<tr>
<td>Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:</td>
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<tr>
<td>Area A</td>
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<td>Grade A journeymen in the painting and glazing trades:</td>
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<tr>
<td>Area D</td>
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</tbody>
</table>

#### 5. Klousule 39 Van Deel I Van Die Vorige Ooreenkoms: Pensioenefonds

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

"(1) Elke werkgever op wie Deel I en Deel II van hierdie Ooreenkoms van toepassing is, moet ten opsigte van elke van ondergenoemde werknemers in sy diens en wat gedurende 'n week die gewone werkure op drie werkdage gewerk het, ooreenkomsdig die procedere in subklousule (3) van hierdie klousule voorgestryf, die volgende bedrae aan die Raad betaal.

<table>
<thead>
<tr>
<th>Klas werknemer en gebied</th>
<th>Per week R</th>
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</thead>
<tbody>
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<td>(a) Algemene werknemers:</td>
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</tr>
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<td>Gebied D</td>
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<tr>
<td>(b) Halvgesoekte werknemers:</td>
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</tr>
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<td>Gebied B</td>
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<td>Gebied C</td>
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<td>(d) Drywers van mekgiese voertue met 'n loonvrag van —</td>
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<tr>
<td>tot en met 2 722 kg:</td>
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<tr>
<td>Gebied A</td>
<td>7.58</td>
</tr>
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<td>Gebied B</td>
<td>12.15</td>
</tr>
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<td>Gebied C</td>
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</tr>
<tr>
<td>Gebied D</td>
<td>4.59</td>
</tr>
<tr>
<td>meer as 2 722 kg maar hoogstens 4 536 kg:</td>
<td></td>
</tr>
<tr>
<td>Gebied A</td>
<td>7.58</td>
</tr>
<tr>
<td>Gebied B</td>
<td>14.95</td>
</tr>
<tr>
<td>Gebied C</td>
<td>12.15</td>
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<tr>
<td>Gebied D</td>
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<tr>
<td>Meer as 4 536 kg:</td>
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</tr>
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<td>8.10</td>
</tr>
<tr>
<td>Gebied D</td>
<td>6.03</td>
</tr>
<tr>
<td>(e) Algemene voorman, voorman en ambagsmanne in alle ambagte en beroepe:</td>
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</tr>
<tr>
<td>(f) Wagte, per week van ses dae:</td>
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<td>Gebied A</td>
<td>6.71</td>
</tr>
<tr>
<td>Gebied B</td>
<td>10.35</td>
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<tr>
<td>Gebied C</td>
<td>8.55</td>
</tr>
<tr>
<td>Gebied D</td>
<td>4.89</td>
</tr>
<tr>
<td>(g) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifieer word nie, uitgenoond vasvleirings en kweselinge:</td>
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<tr>
<td>Gebied A</td>
<td>8.71</td>
</tr>
<tr>
<td>Gebied B</td>
<td>10.35</td>
</tr>
<tr>
<td>Gebied C</td>
<td>8.55</td>
</tr>
<tr>
<td>Gebied D</td>
<td>4.23</td>
</tr>
<tr>
<td>(h) Ambagsmanne graad A in die ambagte skilder- en rutwerk:</td>
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</tr>
<tr>
<td>Gebied B</td>
<td>23.40</td>
</tr>
<tr>
<td>Gebied C</td>
<td>23.40</td>
</tr>
<tr>
<td>Gebied D</td>
<td>18.15</td>
</tr>
<tr>
<td>Klas werknemer en gebied</td>
<td>Per week R</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------</td>
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<tr>
<td>(i) Ander ambagsmanne in die ambagte skilder- en tuimels</td>
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<tr>
<td>Gebied B</td>
<td>21,95</td>
</tr>
<tr>
<td>Gebied C</td>
<td>21,95</td>
</tr>
<tr>
<td>Gebied D</td>
<td>13,59</td>
</tr>
<tr>
<td>Gebied E</td>
<td>22,40</td>
</tr>
<tr>
<td>Gebied F</td>
<td>18,15</td>
</tr>
</tbody>
</table>

| (j) Ambagsmanne graad A in ander ambagte: | Per week R | (j) Grade A journeyman in other trades: |
| Gebied B | 27,45 | Area B | 27,45 |
| Gebied C | 27,45 | Area C | 27,45 |
| Gebied D | 17,28 | Area D | 17,28 |
| Gebied E | 22,40 | Area E | 22,40 |
| Gebied F | 18,15 | Area F | 18,15 |

| (k) Ambagsmanne in ander ambagte: | Per week R | (k) Journeyman in other trades: |
| Gebied B | 22,05 | Area B | 22,05 |
| Gebied C | 22,05 | Area C | 22,05 |
| Gebied D | 13,59 | Area D | 13,59 |
| Gebied E | 22,40 | Area E | 22,40 |
| Gebied F | 18,15 | Area F | 18,15 |

<table>
<thead>
<tr>
<th>Klas werknemer en gebied</th>
<th>Per uur R</th>
<th>Category of employee and area</th>
<th>Per hour R</th>
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<tr>
<td>(m) Algemene werknemer:</td>
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<td>Gebied A</td>
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<td>Area A</td>
<td>6,71</td>
</tr>
<tr>
<td>Gebied B</td>
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<td>Area B</td>
<td>10,35</td>
</tr>
<tr>
<td>Gebied C</td>
<td>8,55</td>
<td>Area C</td>
<td>8,55</td>
</tr>
<tr>
<td>Gebied D</td>
<td>4,23</td>
<td>Area D</td>
<td>4,23</td>
</tr>
</tbody>
</table>

| (n) Helflerss de woonkamer met 'n loon vrag van | | (n) Drivers of mechanical vehicles with a pay-load of— |
| Gebied A | 7,02 | up to and including 2 722 kg: |
| Gebied B | 13,06 | Area A | 7,02 |
| Gebied C | 12,15 | Area B | 12,15 |
| Gebied D | 4,41 | Area C | 12,15 |

| meer as 2 722 kg maar hoogstens 4 536 kg: | | over 2 722 kg but not exceeding 4 536 kg: |
| Gebied A | 7,56 | Area A | 7,56 |
| Gebied B | 14,85 | Area B | 14,85 |
| Gebied C | 12,15 | Area C | 12,15 |
| Gebied D | 5,31 | Area D | 5,31 |

| meer as 4 536 kg: | | over 4 536 kg: |
| Gebied A | 8,10 | Area A | 8,10 |
| Gebied D | 6,03 | Area D | 6,03 |

| (p) Ambagsman assisante: | | (o) Journeyman’s assistant: |
| Gebied A | 8,64 | Area A | 8,64 |
| Gebied B | 14,85 | Area B | 14,85 |
| Gebied C | 14,85 | Area C | 14,85 |
| Gebied D | 6,53 | Area D | 6,53 |

| (q) Masjienoppassers en saers: | | (p) Machine minders and sawyers: |
| Gebied A | 7,02 | Area A | 7,02 |
| Gebied B | 15,75 | Area B | 15,75 |
| Gebied C | 14,85 | Area C | 14,85 |
| Gebied D | 6,53 | Area D | 6,53 |

| (r) Drywers van mangelie se hanteeruitrusting: | | (q) Mechanical handling equipment drivers: |
| Gebied A | 7,02 | Area A | 7,02 |
| Gebied B | 15,75 | Area B | 15,75 |
| Gebied C | 14,85 | Area C | 14,85 |
| Gebied D | 6,53 | Area D | 6,53 |

| Slynwerkers, masjienwerkers, saagheffers, ondernootswerkeloodeks, toesig- | | (r) Joiners, machinists, saw doctors, main- |
| houers, voermane, algemene voormanen en | | nance mechanics, supervisors, foremen, gen- |
| ambagmansie in alle ander ambagte: | | eral foremen and journeymen in all other |
| Gebied A | 45,22 | trades: |
| Gebied D | 6,53 | Area A | 45,22 |
### Category of employee and area

<table>
<thead>
<tr>
<th>Klass werknemer en gebied</th>
<th>Per week R</th>
</tr>
</thead>
<tbody>
<tr>
<td>(s) Glaswakers in skrynwerkweekels:</td>
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</tr>
<tr>
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<tr>
<td>Gebied B</td>
<td>10,35</td>
</tr>
<tr>
<td>Gebied C</td>
<td>8,55</td>
</tr>
<tr>
<td>Gebied D</td>
<td>4,89</td>
</tr>
<tr>
<td>(t) Wage, per week van ses dae:</td>
<td></td>
</tr>
<tr>
<td>Gebied A</td>
<td>6,71</td>
</tr>
<tr>
<td>Gebied B</td>
<td>10,35</td>
</tr>
<tr>
<td>Gebied C</td>
<td>8,55</td>
</tr>
<tr>
<td>Gebied D</td>
<td>4,89</td>
</tr>
<tr>
<td>(u) Werknemers in alle ander ambigte of beroepe wat nie gespesifiseer word nie, uitgesonderd vakdeelinge en kwettings:</td>
<td></td>
</tr>
<tr>
<td>Gebied A</td>
<td>27,45</td>
</tr>
<tr>
<td>Gebied B</td>
<td>27,45</td>
</tr>
<tr>
<td>Gebied D</td>
<td>17,28</td>
</tr>
<tr>
<td>(v) Skrynwerkens graad A, masjienwerkens, saagwerkens, onderhoudswerkkundiges, teesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambigte:</td>
<td></td>
</tr>
<tr>
<td>Gebied B</td>
<td>22,05</td>
</tr>
<tr>
<td>Gebied C</td>
<td>22,05</td>
</tr>
<tr>
<td>Gebied D</td>
<td>13,59</td>
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<tr>
<td>(w) Ander skrynwerkens, masjienwerkens, saagwerkens, onderhoudswerkkundiges, teesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambigte:</td>
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<td>Gebied B</td>
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<td>Gebied C</td>
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<tr>
<td>(x) Glaswakers graad A in skrynwerkweekels:</td>
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</tr>
<tr>
<td>Gebied C</td>
<td>22,05</td>
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<td>Gebied D</td>
<td>13,59</td>
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<tr>
<td>(y) Ander glaswakers in skrynwerkweekels:</td>
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<td>Gebied C</td>
<td>23,40</td>
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<tr>
<td>Gebied D</td>
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### Category of employee and area

<table>
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<td>(a) Algemene werknemers:</td>
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<td>Gebied B</td>
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<td>Gebied C</td>
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<td>Gebied D</td>
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<tr>
<td>(b) Halvgeskooude werknemers:</td>
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<td>Gebied B</td>
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<td>Gebied C</td>
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<td>Gebied C</td>
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### Category of employee and area

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<td>(s) Glaziers in joinery shop:</td>
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<td>Area C</td>
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<td>Area D</td>
<td>4,89</td>
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<td>(l) Watchmen, per six-day week:</td>
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<tr>
<td>Area B</td>
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</tr>
<tr>
<td>Area C</td>
<td>8,55</td>
</tr>
<tr>
<td>Area D</td>
<td>4,89</td>
</tr>
<tr>
<td>(u) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:</td>
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</tr>
<tr>
<td>Area A</td>
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</tr>
<tr>
<td>Area B</td>
<td>10,35</td>
</tr>
<tr>
<td>Area C</td>
<td>8,55</td>
</tr>
<tr>
<td>Area D</td>
<td>4,89</td>
</tr>
<tr>
<td>(v) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:</td>
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<td>22,05</td>
</tr>
<tr>
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<td>22,05</td>
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<td>Area D</td>
<td>13,59</td>
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<td>(w) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:</td>
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<td>(x) Grade A glaziers in joinery shop:</td>
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<td>(y) Other glaziers in joinery shop:</td>
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<td>Area C</td>
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### Deel 1

Deel 1

<table>
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<th>Klass werknemer en gebied</th>
<th>Per week c</th>
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</thead>
<tbody>
<tr>
<td>(a) General employees:</td>
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<td>Area C</td>
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</tr>
<tr>
<td>Area D</td>
<td>6</td>
</tr>
<tr>
<td>(b) Semi-skilled employees:</td>
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</tr>
<tr>
<td>Area A</td>
<td>10½</td>
</tr>
<tr>
<td>Area B</td>
<td>17</td>
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<td>Area C</td>
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<tr>
<td>(c) Journeymen's assistant:</td>
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<td>Category of employee and area</td>
<td>Per week R</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------</td>
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<tr>
<td>Drivers of mechanical vehicles with a pay-load of—</td>
<td></td>
</tr>
<tr>
<td>up to and including 2 722 kg:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
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<td>Area C</td>
<td>16</td>
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<td>Area D</td>
<td>6</td>
</tr>
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<td>over 2 722 kg but not exceeding 4 536 kg:</td>
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<tr>
<td>Area A</td>
<td>11½</td>
</tr>
<tr>
<td>Area B</td>
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<td>Area D</td>
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<td>over 4 536 kg:</td>
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<td>Area D</td>
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<tr>
<td>General foremen, foremen and journeymen in all trades and occupations:</td>
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<tr>
<td>Watchmen, per six-day week:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>10</td>
</tr>
<tr>
<td>Area B</td>
<td>14</td>
</tr>
<tr>
<td>Area C</td>
<td>11</td>
</tr>
<tr>
<td>Area D</td>
<td>7</td>
</tr>
<tr>
<td>Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>10</td>
</tr>
<tr>
<td>Area B</td>
<td>14</td>
</tr>
<tr>
<td>Area C</td>
<td>11</td>
</tr>
<tr>
<td>Area D</td>
<td>6</td>
</tr>
<tr>
<td>Grade A journeymen in the painting and glazing trades:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>31</td>
</tr>
<tr>
<td>Area B</td>
<td>31</td>
</tr>
<tr>
<td>Area C</td>
<td>31</td>
</tr>
<tr>
<td>Area D</td>
<td>27</td>
</tr>
<tr>
<td>Other journeymen in the painting and glazing trades:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>29</td>
</tr>
<tr>
<td>Area B</td>
<td>23</td>
</tr>
<tr>
<td>Area C</td>
<td>23</td>
</tr>
<tr>
<td>Area D</td>
<td>34</td>
</tr>
<tr>
<td>Area F</td>
<td>27</td>
</tr>
<tr>
<td>Grade A journeymen in other trades:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>37</td>
</tr>
<tr>
<td>Area B</td>
<td>37</td>
</tr>
<tr>
<td>Area C</td>
<td>37</td>
</tr>
<tr>
<td>Area D</td>
<td>34</td>
</tr>
<tr>
<td>Area F</td>
<td>27</td>
</tr>
<tr>
<td>Journeymen in other trades:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>29</td>
</tr>
<tr>
<td>Area B</td>
<td>29</td>
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<tr>
<td>Area C</td>
<td>29</td>
</tr>
<tr>
<td>Area D</td>
<td>29</td>
</tr>
<tr>
<td>Area E</td>
<td>29</td>
</tr>
<tr>
<td>Area F</td>
<td>27</td>
</tr>
</tbody>
</table>

**DEEL II**

<table>
<thead>
<tr>
<th>Category of employee and area</th>
<th>Per week R</th>
</tr>
</thead>
<tbody>
<tr>
<td>General employees:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>10</td>
</tr>
<tr>
<td>Area B</td>
<td>14</td>
</tr>
<tr>
<td>Area C</td>
<td>11</td>
</tr>
<tr>
<td>Area D</td>
<td>6</td>
</tr>
<tr>
<td>Semi-skilled employees:</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>10½</td>
</tr>
<tr>
<td>Area B</td>
<td>17</td>
</tr>
<tr>
<td>Area C</td>
<td>16</td>
</tr>
<tr>
<td>Area D</td>
<td>6</td>
</tr>
</tbody>
</table>
### Klas werknemer en gebied

<table>
<thead>
<tr>
<th>(n) Drywers van meeganise voertuie met 'n loonvrag van</th>
<th>Per week R</th>
</tr>
</thead>
<tbody>
<tr>
<td>tot en met 2 722 kg:</td>
<td>11 ( \frac{3}{4} )</td>
</tr>
<tr>
<td>Gebied A</td>
<td>11 ( \frac{3}{4} )</td>
</tr>
<tr>
<td>Gebied B</td>
<td>16</td>
</tr>
<tr>
<td>Gebied C</td>
<td>16</td>
</tr>
<tr>
<td>Gebied D</td>
<td>6</td>
</tr>
<tr>
<td>meer as 2 722 kg maar hoogstens 4 536 kg:</td>
<td>11 ( \frac{3}{4} )</td>
</tr>
<tr>
<td>Gebied A</td>
<td>11 ( \frac{3}{4} )</td>
</tr>
<tr>
<td>Gebied B</td>
<td>20</td>
</tr>
<tr>
<td>Gebied C</td>
<td>16</td>
</tr>
<tr>
<td>Gebied D</td>
<td>7</td>
</tr>
<tr>
<td>meer as 4 536 kg:</td>
<td>12</td>
</tr>
<tr>
<td>Gebied A</td>
<td>12</td>
</tr>
<tr>
<td>Gebied B</td>
<td>8</td>
</tr>
</tbody>
</table>

### Ambagmansassistente:

| Gebied A                                                   | 13       |
| Gebied B                                                   | 20       |
| Gebied C                                                   | 20       |
| Gebied D                                                   | 9        |

### Masjienoppassers en saers:

| Gebied A                                                   | 10 | 1/2 |
| Gebied B                                                   | 21       |
| Gebied C                                                   | 20       |
| Gebied D                                                   | 9        |

### Drywers van meeganise hanteenruitusting

| Gebied A                                                   | 10 | 1/2 |
| Gebied B                                                   | 21       |
| Gebied C                                                   | 20       |
| Gebied D                                                   | 9        |

### Skrynwerkers, masjienwerkers, saaerstellers, onderhoudswerktekindiges, toesigshouers, voornamme, algemene voornamme en ambagmsmanne in alle ander ambagte:

| Gebied A                                                   | 68       |

### Glaswerk in skrynwerkwinkels:

| Gebied A                                                   | 68       |

### Wagte, per week van ses dge:

| Gebied A                                                   | 10       |
| Gebied B                                                   | 14       |
| Gebied C                                                   | 11       |
| Gebied D                                                   | 7        |

### Klas werknemer en gebied

<table>
<thead>
<tr>
<th>Per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>c</td>
</tr>
</tbody>
</table>

### DEEL II

### (u) Werknemers in alle ander ambagte of beroepe wat nie eiders gepesterisseer word nie, uitgesonderd vakleeringe en kwekelinge:

| Gebied A                                                   | 10       |
| Gebied B                                                   | 14       |
| Gebied C                                                   | 11       |
| Gebied D                                                   | 6        |

### Skrynwerkers graad A, masjienwerkers, saaerstellers, onderhoudswerktekindiges, toesigshouers, voornamme, algemene voornamme en ambagmsmanne in alle ander ambagte:

| Gebied B                                                   | 37       |
| Gebied C                                                   | 37       |
| Gebied D                                                   | 23       |

### Ander skrynwerkers, masjienwerkers, saaerstellers, onderhoudswerktekindiges, toesigshouers, voornamme, algemene voornamme en ambagmsmanne in alle ander ambagte:

| Gebied B                                                   | 29       |
| Gebied C                                                   | 29       |
| Gebied D                                                   | 18       |

### Category of employee and area

<table>
<thead>
<tr>
<th>Per week R</th>
</tr>
</thead>
</table>

### (n) Drivers of mechanical vehicles with a pay-load of-

- up to and including 2 722 kg:
  - Area A: 11 \( \frac{3}{4} \)
  - Area B: 16
  - Area C: 16
  - Area D: 6

- over 2 722 kg but not exceeding 4 536 kg:
  - Area A: 11 \( \frac{3}{4} \)
  - Area B: 20
  - Area C: 16
  - Area D: 7

- over 4 536 kg:
  - Area A: 12
  - Area D: 8

### Journeyman's assistants:

| Gebied A                                                   | 13       |
| Gebied B                                                   | 20       |
| Gebied C                                                   | 20       |
| Gebied D                                                   | 9        |

### Machine mindsers en sawyers:

| Gebied A                                                   | 10 | 1/2 |
| Gebied B                                                   | 21       |
| Gebied C                                                   | 20       |
| Gebied D                                                   | 9        |

### Mechanical handling equipment drivers:

| Gebied A                                                   | 10 | 1/2 |
| Gebied B                                                   | 21       |
| Gebied C                                                   | 20       |
| Gebied D                                                   | 9        |

### Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:

| Gebied A                                                   | 68       |

### Glaziers in joinery shop:

| Gebied A                                                   | 68       |

### Watchmen, per six-day week:

| Gebied A                                                   | 10       |
| Gebied B                                                   | 14       |
| Gebied C                                                   | 11       |
| Gebied D                                                   | 7        |

### Category of employee and area

<table>
<thead>
<tr>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>c</td>
</tr>
</tbody>
</table>

### PART II

### (u) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:

| Gebied A                                                   | 10       |
| Gebied B                                                   | 14       |
| Gebied C                                                   | 11       |
| Gebied D                                                   | 6        |

### Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:

| Gebied A                                                   | 37       |
| Gebied B                                                   | 37       |
| Gebied D                                                   | 23       |

### Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:

| Gebied A                                                   | 29       |
| Gebied C                                                   | 29       |
| Gebied D                                                   | 18       |
6. KLOUSULE 44 VAN DEEL I VAN DIE VORIGE OOREKENKOMS: ALGEMEEN

Voeg die volgende nuwe subklausule (3) in na subklausule (2):

"(3) By alle monetêre waardes in hierdie Ooreenkoms genoem, is Belasting op Toegevoegde Waarde uitgesluit."

7. KLOUSULE 45 VAN DEEL I VAN DIE VORIGE OOREKENKOMS: ONTWIKKELINGSFONDS VIR DIE ELEKTROTEEGNIESE AANEMINGSNYWERHEID

In subklausule (2), vervang die uitdrukking "R1,00" deur die uitdrukking "R2,25".

DEEL II

SPESIALE BEPALINGS WAT OP DIE HOUTNYWERHEID IN DIE BONYWERHEID VAN TOEPASSING IS

1. TOEPASSINGSBESTEK

Deel II van hierdie Ooreenkoms moet in die Houtnywerheid van die Bonywerheid nagekom word—

(a) deur alle werkgevers en werknemers wat lede is van ondernemings wat werkgeversorganisasies en vakverenigings;

(b) in die landdrosdistrikte Alexandra, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Mosselbaai, Oudtshoorn, Port Elizabeth, maar uitgesonderd die gedeelte van die landdrosdistrik Port Elizabeth wat voor die publikasie van Goewermentkennisgewing No. 1974 van 26 September 1980 binne die landdrosdistrik Hankey geval het; Riversdale, Uitenhage en Uniondale, en in die gedeelte van die landdrosdistrik Port Elizabeth wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het.

2. KLOUSULE 12 VAN DEEL II VAN DIE VORIGE OOREKENKOMS: NASIONALE ONTWIKKELINGSFONDS VIR DIE BONYWERHEID

In subklausule (1), vervang die uitdrukking "15c" deur die uitdrukking "45c".

3. KLOUSULE 13 VAN DEEL II VAN DIE VORIGE OOREKENKOMS HEEFING VIR WERKGEWERSORGANISASIE

In subklausule (1), vervang die uitdrukking "42c" deur die uitdrukking "60c".

Namens die partye op hede die 28ste dag van Februarie 1992 te Port Elizabeth onderteken.

E. A. CILLIERS,
Voorsitter van die Raad.

A. B. CORRALL,
Ondervoorsitter van die Raad.

V. H. LE ROUX,
Hoofsekretaris van die Raad.

Category of employee and area

Per week

(x) Grade A glaziers in joinery shop:

<table>
<thead>
<tr>
<th>Area</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area B</td>
<td>31</td>
</tr>
<tr>
<td>Area C</td>
<td>31</td>
</tr>
<tr>
<td>Area D</td>
<td>23</td>
</tr>
</tbody>
</table>

(y) Other glaziers in joinery shop:

<table>
<thead>
<tr>
<th>Area</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area B</td>
<td>29</td>
</tr>
<tr>
<td>Area C</td>
<td>29</td>
</tr>
<tr>
<td>Area D</td>
<td>18.5</td>
</tr>
</tbody>
</table>

6. CLAUSE 44 OF PART I OF THE FORMER AGREEMENT: GENERAL

Insert for following new subclause (3) after subclause (2):

"(3) All monetary values quoted in this Agreement are exclusive of Value Added Tax.".

7. CLAUSE 45 OF PART I OF THE FORMER AGREEMENT: DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY

In subclause (2), substitute the expression "R2.25" for the expression "R1.00".

PART II

SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY

1. SCOPE OF APPLICATION

The terms of Part II of this Agreement shall be observed in the Timber Trade of the Building Industry—

(a) by all employers and employees who are members of the employer's organisations and the trade unions, respectively;

(b) in the Magisterial Districts of Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Mosselbaai, Mossel Bay, Oudtshoorn, Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which prior to the publication of Government Notice No. 1974 of 26 September 1980, fell within the Magisterial District of Hankey; Riversdale, Uitenhage, Uniondale and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

2. CLAUSE 12 OF PART II OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

In subclause (1) substitute the expression "45c" for the expression "15c".

3. CLAUSE 13 OF PART II OF THE FORMER AGREEMENT EMPLOYERS' ORGANISATION LEVY

In subclause (1), substitute the expression "60c" for the expression "42c".

Signed at Port Elizabeth, on behalf of the parties, this 28th day of February 1992.

E. A. CILLIERS,
Chairman of the Council.

A. B. CORRALL,
Vice-Chairman of the Council.

V. H. LE ROUX,
General Secretary of the Council.
The Building Industries Federation (Bifsa) does not believe interest rates will fall below the inflation rate, despite this week's Bank rate cut.

It expects the prime overdraft and mortgage rates to stick around 16 to 17 percent and forecasts that overall real investment in buildings will drop 3.5 percent this year, bottoming out in about mid-1993. (Other research indicates that gross domestic fixed investment in construction has fallen 25 percent in the past 12 years.)

This means retrenchments in the building sector, estimated at between 20,000 and 40,000 since 1989, are likely to continue, cutting the workforce to below 230,000 from more than 400,000 at the beginning of 1991.

Hardest hit has been the civil engineering sector, where employment has fallen off almost 50 percent since 1980.

Now, although 60 percent of major contracts are still negotiated, competition for tender work is likely to intensify.

"As it is, says Bifsa, up to 15 tenders are commonly submitted for a project, price spreads have narrowed and tenders averaging R10-million and under are frequent.

"Builders are once again willing to tender on projects below or near cost.

"We believe this is a highly dangerous practice and it significantly increases the chances of smaller-to-medium companies going bankrupt."

The good news is that the rise in building costs has slowed. In the first quarter of this year, they rose only 7.6 percent from the levels of a year ago.

Nevertheless, Bifsa believes the market for private houses — depressed by still-high mortgage rates and stagnant disposable income — is unlikely to recover before next year.

And, although government spending on housing will probably expand until total spending on housing reaches an internationally-accepted level of about five percent of GDP, the accent is likely to be on informal housing and services, with only limited benefits to the building industry.

The office and commercial markets are simply oversupplied, Bifsa says. No real recovery can be expected until late 1995 at the earliest.

It believes the industrial sector will be the first to recover, probably in the third quarter of next year, and that government spending on non-residential buildings — schools, clinics and community facilities — is also likely to accelerate.
Date for Mandela

NEW YORK — ANC leader Nelson Mandela will attend the Democratic Party's national convention on Wednesday evening as a guest of chairman Ron Brown, a party official said at the weekend.

Observers speculated that Mandela's appearance might be a pointed rebuke to Republican President George Bush for not putting pressure on the SA government to help end the violence in the townships.

Mandela will be in New York to address the UN Security Council on Wednesday on the deadlock in SA's democracy talks. — Sapa-Reuter.

See Page 4
Builders' union plans marches countrywide

JOHANNESBURG. — The Construction and Allied Workers' Union has come out strongly in favour of mass action.

The union said that a meeting of its national executive committee from July 10 to 12 had decided to launch its own campaign on July 29 with a series of marches throughout the country.

Employers would be told of the union's plans and be advised to apply a policy of no work, no pay, no discipline.

The union blamed current violence on the government and called on its members to form "community defence units". — Sapa
Workshops to explore urban housing

Little strike activity in building sector
The construction industry faced another two tough years after battling through the past 18 months, and more jobs could be lost, industry sources said.

Group Five chairman Peter Clogg said yesterday the next two years would be "very difficult" with little chance of renewed activity.

"I believe there will be an erosion in returns to shareholders of about 20% over the next two years. Private sector investment has been badly affected by continued violence and economic conditions, as has public sector investment," he said.

While most of the major players had managed to keep afloat, staff had to be cut and was still being reduced. In 1983, Group Five had 23,000 employees, but it now stood at 15,000 despite acquiring construction firms Goldstein and Evertt.

Concor Construction chairman Brian Murphy said staff numbers had dipped by about 20% over the year, mainly at the unskilled and semi-skilled levels. However, if conditions continued this would start affecting skilled staff.

The market would not improve before the end of 1993, he said.

Peter Galli

"This is the worst situation I have seen for many years."

Clogg said work across the border had also declined due to the world recession and the drop in US interest in southern Africa.

Concor was also operating in southern Africa and was "taking a long, hard look at Angola."

The building and construction index had fallen sharply from mid-June, losing a further 11 points to 2,843 yesterday. This was from a March 12, 1992 high of 3,243 and off an October 19, 1990 low of 1,606.
Labour intensive projects for Soweto

THE Central Witwatersrand Regional Services Council (RSC) has approved two labour-intensive construction projects which are worth R14m.

The RSC had been involved in funding labour intensive work to provide jobs in the townships since 1990, an RSC spokesman said.

It was hoped the projects would encourage entrepreneurship and the expansion of small businesses, he said.

In the first project, which would provide up to 100 jobs, 6km of road would be constructed in Soweto using labour intensive methods. These would include the use of interlocking concrete blocks.

The second project, involving another 50 jobs, was part of a programme to upgrade the water supply in Soweto's Naledi and Zola townships. The project would cost about R10m this year. Another R10m was to be spent on upgrading Soweto's secondary water mains.

Sapa reports that the RSC said the Soweto City Council had collected R262,4m in levies from July 1991 until June this year.

"After deducting R14,5m VAT, the council's net income was R247,9m — representing an increase of 13,83% on the amount of R218,7m collected during the previous year," it said.
A SEMINAR to evaluate the workload for the construction industry and to develop a national strategic plan to create jobs will be held at the Building Industries Federation (BIFSA) auditorium on September 9. The lack of spending on construction has led to a drop in employment of more than 50%.
IDT projects have a positive spin-off

Instead of using machines on IDT projects, the residents now reap the rewards.

This is a further article in a regular series on how the Independent Development Trust is using R2-billion of taxpayers' money to provide a better future for the very poor of all races in South Africa.

JOLYON NUTTALL, IDT Director of Communications, reports.

The project has been divided into 29 areas of about 30 stands each. Initial contracts were divided between experienced contractors doing more skilled work, such as pipe-laying, and less experienced contractors doing less skilled tasks, such as backfilling. Now all contractors do all tasks in a single contract.

A 500-site project at Kekana in the Western Transvaal, the only machinery used in construction consisted of pumps, compressors for compacting mud, and transport for delivery materials.

No fewer than 1000 local labourers have been recruited. They prefer to work on a piecework basis.

The IDT score so far

Projects supported to date: 331
Funds allocated: R2 080 520 000
Funds "in the ground": R611 000 000

Toilets like these were funded by the Independent Development Trust.
SOUTH Africans with a degree in civil or structural engineering will be recognised in the UK.

The Joint Board of Moderators of the UK and the Engineering Council of SA signed an agreement this week recognising each other's degrees. It could also pave the way for SA to join the Washington Accord, an agreement among six major English-speaking countries to recognise each other's accredited engineering degrees.
DEPARTEMENT VAN MANNEKRAG

No. R. 2339 21 Augustus 1992

WET OP ARBEIDSVERHOUINGE, 1956

INTREKKING VAN GOEWERMERTSKENNISGEWINGS: BOUNYWERHEID, KIMBERLEY


G. M. E. CARELSE,
Adjunkminister van Mannekrag.

No. R. 2340 21 Augustus 1992

WET OP ARBEIDSVERHOUINGE, 1956

BOUNYWERHEID, KIMBERLEY: HERBEKRAFTING VAN HOOFDOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkomst 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 Maart 1993 eindig, bindend is vir die werkgeversorgaanseis en die vakvereniging wat die Ooreenkomst aangegaan het en vir die werkgevers en werknemers wat de lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkomst, uitgesonder dit vervat in klusules 1 (1) (a), 2, 3 en 7 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgevers en werknemers as die 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 klusule 1 van die Ooreenkomst geregistreer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KIMBERLEY

OOREENKOMS

coreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die
Kimberley Master Builders’ and Allied Trades Association

DEPARTMENT OF MANPOWER

No. R. 2339 21 Augustus 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES:
BUILDING INDUSTRY, KIMBERLEY

1, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 1497 of 29 June 1990, R. 3053 of 4 January 1991 and R. 3136 of 20 December 1991 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,
Deputy Minister of Manpower.

No. R. 2340 21 Augustus 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, KIMBERLEY: RE-ENACTMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 here- to 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 March 1993 upon the employers’ organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3 and 7 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993 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 Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
KIMBERLEY

AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the
Kimberley Master Builders’ and Allied Trades Association
A. ADMINISTRATIEF EN ALGEMEEN

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bounwyerheid nage-"werkergewers" of die "werkergewersorganisasie" genoem), aan die een kant, en die
Amalgamated Union of Building Workmen of South
Afrika

(hierdie "werkernemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounwyer-
heid, Kimberley.

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 operation for the period of one
year.

3. SPECIAL PROVISIONS

The provisions contained in clauses 4, 7, 39 (2) (a), 44 and
45 of the Agreement published by Government Notice
R. 2110 of 29 September 1989, as amended and renewed
from time to time (hereinafter referred to as the "Former
Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clause 3, 5, 6, 8 to 38, 39 (1),
39 (2) (b), 39 (3) 43 and 46 inclusive of the Former
Agreement as amended and renewed from time to time shall
apply to employers and employees.

5. CLAUSE 35 OF THE FORMER AGREEMENT: FUND
AND CONTROL THEREOF

AFDELING D VAN DIE VORIGE OOREN-
KOMS: FONDSE EN DIE BEHEER DAAROOR

Klausules 3, 5, 6, 8 tot en met 38, 39 (1), 39 (2) (b), 39 (3)
tot en met 43 en 46 van die Vorige Ooreenkoms, soos van
tyd tot tyd gewysig en hernieu, is van toepassing op werk-
gewers en werknemers.

Klausules 4, 7, 44 en 45 van die Ooreenkoms gepubliseer
by Goewermentskennisgewing R. 2110 van 29 September
1989, soos van tyd tot tyd gewysig en hernieu (hierna die
"Vorige Ooreenkoms" genoem) is van toepassing op werk-
gewers en werknemers.

1. SCOPE OF APPLICATION

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

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

(b) in an area bounded by and included in a radius of 20
kilometres of the General Post Office, Kimberley, but exclud-
ing those portions of the Province of the Orange Free State
which fall within the said radius of 20 kilometres.

2. NOTWITHSTANDING the provisions of subclause (1), the
terms of this Agreement shall apply to—

(a) apprentices only in so far as they are not inconsistent
with the provisions of the Manpower Training Act, 1981, or
any contract entered into or any conditions fixed thereunder;

(b) trainees under the Manpower Training Act, 1981, only
in so far as they are not inconsistent with the provisions of
that Act of any conditions fixed thereunder;

(c) labour-only contractors, working partners and working
directors, principals and contractors.

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

(a) clerical employees and administrative staff;

(b) university students and graduates in building science
and construction supervisors, construction surveyors and
other persons doing practical work in the completion of their
academic training.

2. TOEPASSINGSBESTEK

(1) Deur die werkergewers en die werknemers wat onderskei-
dele deel van die werkergewersorganisasie en die vakveren-
iging is;

(b) in 'n gebied beregde deur en ingesluit binne 'n straal
van 20 kilometer vanaf die hoofposkantoor, Kimberley, in die
landboudistrik, Kimberley.

2. GOLDIGHEIDSDUUR VAN OORENOMKS

Hierdie Ooreenkoms tree in werking op die datum wat
die Minister van Mannekrag kragtens artikel 48 (1) van die Wet
evastel en bly van krag tot 31 Maart 1983, of vir die tydperk
wat hy bepaal.

3. SPEZIALE BEPALINGE

Klausules 4, 7, 44 en 45 van die Ooreenkoms gepubliseer
by Goewermentskennisgewing R. 2110 van 29 September
1989, soos van tyd tot tyd gewysig en hernieu (hierna die
"Vorige Ooreenkoms" genoem) is van toepassing op werk-
gewers en werknemers.

4. ALGEMENE BEPALINGE

Klausules 3, 5, 6, 8 tot en met 38, 39 (1), 39 (2) (b), 39 (3)
tot en met 43 en 46 van die Vorige Ooreenkoms, soos van
tyd tot tyd gewysig en hernieu, is van toepassing op werk-
gewers en werknemers.

1) Voeg die volgende woorde in aan die einde van para-
graaf (a) van subklausule (7):

"Geen werkgever of werknemer het enige aanspraak op
sodanige rente nie, en nie een van hulle is aangeskryg vir
enige bydrae tot die uitgawes aan die administrasie van die
Vakansiefonds nie."

(hereinafter referred to as the "employees" or the
"employers' organisation"), of the one part, and the
Amalgamated Union of Building Workmen of South
Afrika

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

being the parties to the Industrial Council for the Building
Industry, Kimberley.

5. CLAUSE 35 OF THE FORMER AGREEMENT: BUI-
LDING INDUSTRY HOLIDAY FUND, KIMBERLEY

(1) Add to subclause 7 (a):

"No employer/s or employee/s shall have any claim in
respect of such interest and neither shall they be responsible
for any contribution towards the expenses of administering
the Holiday Fund.".
6. KLOUSULE 39 VAN DIE VORIGE OOREENKOMS: NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

Vervang subklausule (2) deur die volgende:

"(2) Elke werkgever moet 'n bedrag van 45c per week tot die Nasionale Ontwikkelingsfonds bydra vir elkeen van sy werknemers vir wie lone in hierdie Ooreenkom ongeskryf word."

7. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS: LEDEGEDELE: BOU-INDUSTRIEËFEDERASIE (SUID-AFRIKA)

In subklausule (1) vervang die uitdrukking "15c" deur die uitdrukking "30c".

Namens die partye op hede die 6de dag van Februarie 1992 te Kimberley onderteken.

V. N. SMAILES.
A. R. HERMANUS.
P. R. SERFONTEIN.

No. R. 2355
21 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIE NYWERHEID, KAAP: HERNUWING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIED


D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2356
21 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTRONIENIESE NYWERHEID, NATAL: WYSIGING VAN OOREENKOMS VIR DIE ELEKTROGNIESE AANEMINGSEGSE

Ek, Glen Morris Edwin Carelse, Adjunktminister van Mannekrag, verklaar hierby:

(a) kriptens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkom (hierna die Wyssigingsoor-

ekom genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk

No. R. 2355
21 Augustus 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: RENEWAL OF AGREEMENT FOR THE COUNTRY AREAS


D. VAN DER WALT,
Director: Labour Relations.

No. R. 2356
21 Augustus 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, NATAL: AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Glen Morris Edwin Carelse, Deputy 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 second Monday after the date of publication of this notice and for the
Murray & Roberts man kidnapped in Cabinda

AN EMPLOYEE of SA construction firm Murray & Roberts was kidnapped in Angola's oil-rich enclave of Cabinda last week. Sapa reports that Murray & Roberts spokesman Llew von Essen said Jose Martinho da Silva, a Portuguese national, was working for one of the group's subsidiaries in Angola that was constructing schools and houses.

The Portuguese news agency Lusa quoted an Angolan government newspaper as reporting that Da Silva was seized by fighters of the FLEC-FAC guerrilla group in the coastal town of Candalua last Thursday. The group, along with its smaller rival FLEC-Renovada, is fighting for Cabinda's independence from Angola and have ordered foreigners to leave the territory as part of their campaign.

Reuters reported that FLEC-FAC kidnapped two Frenchmen in Cabinda on Monday, but they were subsequently released in Zaire. FLEC-Renovada, which was estimated to have about 120 fighters, kidnapped three Portuguese in July. They were released after their employers gave medicines and clothing to the guerrilla faction. A ransom was also paid.

Von Essen said he did not know if any demand had been made by Da Silva's kidnappers. "We haven't been exposed to this sort of thing before... It's our first project in Angola for some time."

Von Essen said Murray & Roberts was doing everything in its power to secure Da Silva's release. The company had also offered to bring the other workers back to SA, but they had chosen to stay on.

AP-DJ reports that Angola's revenues from Cabinda's oil riches, which kept its economy afloat through the country's 16-year civil war, are being threatened by the revived separatist movement.

Oil sales earned Angola $3.18bn last year, more than 90% of all export earnings. Angola is the sixth-largest foreign supplier of oil to the US and second only to Nigeria as an African oil producer.

The symbol of Cabinda's wealth is the heavily guarded base of Cabinda Gulf Oil at Malongo, 19km north of Cabinda town. Cabinda Gulf, a subsidiary of US oil company Chevron Corp., produces 95% of Angola's 550,000 barrels a day of oil output.

Cabinda Gulf's 1,600 employees include 225 Americans.

The wider Angolan conflict, which ended last year, overshadowed the activities of Cabindan separatists, who are divided into several factions and can field only about 700 active guerrillas, but have wide support among the population.

"They are few, but determined," said Roman Catholic bishop Paulino Madeira, who advocates a referendum on Cabinda's future.

Angolan officials accuse neighbouring countries, including Congo, Zaire and Gabon, of backing the separatists because of their own designs on Cabinda's oil riches. France also has been accused of supporting the separatists, some of whom demand French as the official language.

Both the Angolan government and Unita say they are willing to negotiate a statute of autonomy for Cabinda within Angola, but the separatists say they will accept only full independence and have ordered a boycott of the September elections.
10.2 Alle administratiewe koste en skulde van die Skema word dan teen die Raad in berekening gebring.

10.3 Die Registrateur moet vroegtijdig van die beëindiging van die Skema in kennis gestel word.

11. Agentes

11.1 Die Raad kan agentes aanstel om uitvoering aan die doelstellingen van die Skema te gee, op sodanige voorwaardes en onderhewig aan sodanige beheer as wat die Raad goedgefin.

11.2 'n Agent het die mag om enige instelling of betree en die werkgever of enige werkner te onderwra ten einde vas te stel of die bepalings van klousule 7 nagekoom word al dan nie.

11.3 Die aanstelling van 'n agent kan te eniger tyd en om watter rede ook al deur die Raad teruggetrek word.

12. Vrywaring

Die lede van die Opleidingsraad is nie aanspreeklik nie vir enige verlies vir die Fonds wat voortspruit uit enige onbenoordele beleëging gemaak te goeder trou of deur enige optrede in hul bona fide-administrasie van die Fonds, of deur die nalatigheid of bedrog van enige persoon in diens van die Raad, of as gevolg van 'n handeling of versuiw deur lede, of as gevolg van enige ander saak, uitgesluit individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word.

Enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeleë deur hom in die verediging van enige vervolging, hetsy civiel of strafregtelik, voortspuit uit 'n bewering waarby kwade trou betrokke is en waarin regspraak in sy gun gelever word of waarvan hy vrygesproek word.

13. Vrystellingen

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die Opleidingsraad vir die Suwelbedryf, Posbus 1264, Pretoria, 0001, gedien word, sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstuur na die Direkteur-generaal: Mannekrag.

No. R. 2507
4 September 1992
WET OP ARBEIDSVERHoudINGE, 1956
SIVIIELE INGENIEURSNYWERHEID: WYSIGING VAN ORDER

L. WESSELS,
Minister van Mannekrag.

10.2 All administrative charges and liabilities of the Scheme shall then be charged against the Board.

10.3 The Registrar shall be notified of the termination of the Scheme in good time.

11. Agents

11.1 The Board may appoint agents to give effect to the objects of the Scheme under such conditions and subject to such control as the Board deems fit.

11.2 An agent shall be empowered to enter any establishment and to question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

11.3 The appointment of an agent may be revoked by the Board at any time and for any reason.

12. Indemnity

The members of the Training Board shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or by any act in their bona fide administration of the Fund, or by the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members or by reason of any other matter save individual willful or fraudulent wrongdoing on the part of such members as can be held responsible.

Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

13. Exemptions

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, shall be submitted to the Training Board for the Dairy Industry, P.O. Box 1284, Pretoria, 0001, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 2507
4 September 1992
LABOUR RELATIONS ACT, 1956
CIVIL ENGINEERING INDUSTRY: AMENDMENT OF ORDER


L. WESSELS,
Minister of Manpower.
DEPARTEMENT VAN MANNEKRAG
No. R. 2580 11 September 1992
WET OP ARBEIDSVERHOUDINGE, 1956
BOU- EN MONUMENTKLMPIESSELNYWERHEID,
BLOEMFONTEIN: WYSING VAN HOOFDOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby —

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsoor- eenkoms 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 datum van publikasie van hierdie kennis- gewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsoor- eenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisa- sie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoor- eenkoms, uitgesonderd dié vervat in klusule 1 (1) (a) met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onder- neming, Nywerheid, Bedryf of Beroep in die gebiede in klusule 1 van die Wysigingsoor- eenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE
NYWERHEIDSRaad vir die BOUNYWERHEID
(BLOEMFONTEIN)
OOREENKOMS

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

Bloemfontein Master Builders' and Allied Trades Association
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa,
Building Industries Workers' Union
en
Blanke Bouwerkersvakbond
(hierna die "warknemers" of die "vakverenigings" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid (Bloemfontein).

DEPARTMENT OF MANPOWER
No. R. 2580 11 September 1992
LABOUR RELATIONS ACT, 1956
BUILDING AND MONUMENTAL MASONRY INDU- STRY, BLOEMFONTEIN: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby —

(a) in terms of section 48 (1) (a) of the Labour Re- lations 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 Under- taking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 30 April 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the date of publication of this notice and for the period ending 30 April 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)
AGREEMENT

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

Bloemfontein Master Builders' and Allied Trades Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa,
Building Industries Workers' Union
and
White Building Workers' Union
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the Industrial Council for the Building Industry (Bloemfontein),
1. GEBIED EN TOEPASSINGSBESTEK VAN OORENEMKSOMS

(1) Hierdie Ooreenkoms /M in die Bou- en Monument-klimreweningheid nagekome nul —

(a) deur alle werkgewers en lede is van die werkgevers-enings;

(b) in die landdrosdistrik in Bloemfontein (met inbegrip van die gedeelte van Bloemfontein wat ingeval Goewersmennensgnewing 1081 van 18 Maart 1990, by die distrik Botshabelo ingelyk is).

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

(a) slage van toepassing op alle klasse werknemers vir wie "lone in hierdie Ooreenkoms" in vergelyking word en op leerlinge;

(b) van toepassing op vakkundige slags vir sover dit nie met die Wet op Mannekragkeiding, 1961, of met 'n kontrak wat daardag op 'n nie-geenheid is, onbestaansbaar is nie;

(c) van toepassing op reguitlikings van die Wet wat daardag op 'n nie-geenheid is, onbestaansbaar is nie;

(d) van toepassing op reguitlikings van die Wet op Mannekragkeiding, 1961, of met voorwaarde wat daardag op 'n nie-geenheid is, onbestaansbaar is nie;

(e) nie van toepassing op persone wat betrokke is by die installery/ en/of bedrade elektriese lig-verwarmings- of ander permanente vaste elektriese toebere in geboue of sodanige werk deur 'n werkbye onderneem word wat onder die jurisdictie van 'n ander nywerheidsraad val nie;

(f) nie van toepassing nie op universiteits- en gegrads en met die naafwysing van heur persone wat besig is met toegestane personeel en toegestane personeel;

(g) nie van toepassing nie op deur die Universiteit van Stellenbosch, konstruksie- en beton personeel wat besig is met toegestane personeel en toegestane personeel;

(h) onderwerp aan die wat in alle vaste gemaak deur die Nywerheid wat in betrekking tot die Bou- en Meubelwereld die Ooreenkoms.

2. KLOOSH E 4—LONE

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

"(1) Algemeen—Geen lone wat later is as dié hieronder genoem, mag deur 'n werkner betaal en deur 'n werkner aanegene woor.

(a) Ambagsmane .............................................................................. 8 68
(b) Alle ander werknemers .............................................................. 5 66
(c) Alle ander werknemers wat 'n arbeidsbare lanktyd of lanktydse lure aan die eerder noemde opname word geslaan.......................... 2 20

(2) Vervang subklousule (1) in die volgende:

"(6) Bywoningbonus: 'n Bywoningbonus van 23c per uur is betaalbaar aan alle werknemer wat in 'n bepaalde werkregio in 40 uur gewerk het.".

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of Bloemfontein (including that portion of Bloemfontein which in terms of Government Notice 1081 of 18 May 1990, fell within the District of Botshabelo).

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

(a) apply only to those classes of employees for whose wages are prescribed in this Agreement and to learner artisans;

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

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

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

(e) not apply to persons who are engaged in the installation and/or wiring of lighting, heating, or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings where such work is undertaken by an employer who falls under the jurisdiction of another industrial council;

(f) not apply to university students and graduates in building science, construction supervisors, construction surveyors and other such persons doing practical work as part of their academic training, or to supervisory personnel;

(g) 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;

(h) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

2. CLAUSE 4—WAGES

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

"(1) General—No employer shall pay and no employee shall accept wages at rates lower than the following:

<table>
<thead>
<tr>
<th>Cents per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Artisan: ........................................................................... 8 68</td>
</tr>
<tr>
<td>(b) All other employees .......................................................... 2 20</td>
</tr>
</tbody>
</table>
| (c) All other employees in the employ of the same employer for a period of six months or longer ............................................. 2 78".

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

"(5) Attendance bonus: An attendance bonus of 23c per hour shall be payable to all artisans and all general workers who were employed for at least 40 hours in one specific week."
### Werknemers

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per week</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R6,68 tot en met R10,30 per uur verdienen</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>28,00</td>
<td>48,40</td>
<td>1,24</td>
<td>19,05</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
</tr>
<tr>
<td>Alle werknemers wat R10,31 en meer per uur verdienen</td>
<td>32,60</td>
<td>57,60</td>
<td>1,24</td>
<td>19,60</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
<td>—</td>
<td>—</td>
<td>116,34</td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,77 per uur verdienen</td>
<td>8,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>20,30</td>
</tr>
<tr>
<td>Alle werknemers wat R2,78 tot en met R3,90 per uur verdienen</td>
<td>10,80</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>23,00</td>
</tr>
<tr>
<td>Alle werknemers wat R3,91 tot en met R5,03 per uur verdienen</td>
<td>14,40</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>26,60</td>
</tr>
<tr>
<td>Alle werknemers wat R5,04 tot en met R6,16 per uur verdienen</td>
<td>18,45</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>30,65</td>
</tr>
<tr>
<td>Alle werknemers wat R6,17 tot en met R7,30 per uur verdienen</td>
<td>22,05</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>34,25</td>
</tr>
<tr>
<td>Alle werknemers wat R7,31 tot en met R8,67 per uur verdienen</td>
<td>26,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>38,30*</td>
</tr>
</tbody>
</table>

### Employees

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per week</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R6,68 up to and including R10,30 per hour</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>28,00</td>
<td>48,40</td>
<td>1,24</td>
<td>19,05</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
</tr>
<tr>
<td>All employees earning R10,31 and more per hour</td>
<td>32,60</td>
<td>57,60</td>
<td>1,24</td>
<td>19,60</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
<td>—</td>
<td>—</td>
<td>116,34</td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,77 per hour</td>
<td>8,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>20,30</td>
</tr>
<tr>
<td>All employees earning R2,78 up to and including R3,90 per hour</td>
<td>10,80</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>23,00</td>
</tr>
<tr>
<td>All employees earning R3,91 up to and including R5,03 per hour</td>
<td>14,40</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>26,60</td>
</tr>
<tr>
<td>All employees earning R5,04 up to and including R6,16 per hour</td>
<td>18,45</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>30,65</td>
</tr>
<tr>
<td>All employees earning R6,17 up to and including R7,30 per hour</td>
<td>22,05</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>34,25</td>
</tr>
<tr>
<td>All employees earning R7,31 up to and including R8,67 per hour</td>
<td>26,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>38,30*</td>
</tr>
</tbody>
</table>

(2) In subklousule (3), vervang die bestaande tabel deur die volgende:

### Werknemers

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per uur</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R6,68 tot en met R10,30 per uur verdienen</td>
<td>70</td>
<td>121</td>
<td>2</td>
<td>34</td>
<td>227</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R10,31 en meer per uur verdienen</td>
<td>81,5</td>
<td>144</td>
<td>2</td>
<td>35</td>
<td>262,5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,77 per uur verdienen</td>
<td>18</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R2,78 tot en met R3,90 per uur verdienen</td>
<td>24</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R3,91 tot en met R5,03 per uur verdienen</td>
<td>32</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R5,04 tot en met R6,16 per uur verdienen</td>
<td>41</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R6,17 tot en met R7,30 per uur verdienen</td>
<td>49</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alle werknemers wat R7,31 tot en met R8,67 per uur verdienen</td>
<td>58</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>59*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Employees

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R6,68 up to and including R10,30 per hour</td>
<td>70</td>
<td>121</td>
<td>2</td>
<td>34</td>
<td>227</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R10,31 and more per hour</td>
<td>81,5</td>
<td>144</td>
<td>2</td>
<td>35</td>
<td>262,5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,77 per hour</td>
<td>18</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R2,78 up to and including R3,90 per hour</td>
<td>24</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R3,91 up to and including R5,03 per hour</td>
<td>32</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R5,04 up to and including R6,16 per hour</td>
<td>41</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R6,17 up to and including R7,30 per hour</td>
<td>49</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees earning R7,31 up to and including R8,67 per hour</td>
<td>58</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>59*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) In subclause (3) substitute the following for the existing table:
(3) In subclausule (4) (a), vervang die bestaande tabel deur die volgende:

<table>
<thead>
<tr>
<th>Werknemers</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Alle werknemers wat R8,69 tot en met R10,30 per uur verdienen</td>
<td>26,00</td>
</tr>
<tr>
<td>Alle werknemers wat R10,31 en meer per uur verdienen</td>
<td>32,00</td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,77 per uur verdienen</td>
<td>6,10</td>
</tr>
<tr>
<td>Alle werknemers wat R2,78 tot en met R3,90 per uur verdienen</td>
<td>10,80</td>
</tr>
<tr>
<td>Alle werknemers wat R3,91 tot en met R5,03 per uur verdienen</td>
<td>14,40</td>
</tr>
<tr>
<td>Alle werknemers wat R5,04 tot en met R6,16 per uur verdienen</td>
<td>18,45</td>
</tr>
<tr>
<td>Alle werknemers wat R6,17 tot en met R7,30 per uur verdienen</td>
<td>22,05</td>
</tr>
<tr>
<td>Alle werknemers wat R7,31 tot en met R8,67 per uur verdienen</td>
<td>26,10</td>
</tr>
</tbody>
</table>

(3) In subclause (4) (a), substitute the following for the existing table:

<table>
<thead>
<tr>
<th>Employees</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>All employees earning R8,68 up to and including R10,30 per hour</td>
<td>26,00</td>
</tr>
<tr>
<td>All employees earning R10,31 and more per hour</td>
<td>32,00</td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,77 per hour</td>
<td>6,10</td>
</tr>
<tr>
<td>All employees earning R2,78 up to and including R3,90 per hour</td>
<td>10,80</td>
</tr>
<tr>
<td>All employees earning R3,91 up to and including R5,03 per hour</td>
<td>14,40</td>
</tr>
<tr>
<td>All employees earning R5,04 up to and including R6,16 per hour</td>
<td>18,45</td>
</tr>
<tr>
<td>All employees earning R6,17 up to and including R7,30 per hour</td>
<td>22,05</td>
</tr>
<tr>
<td>All employees earning R7,31 up to and including R8,67 per hour</td>
<td>26,10</td>
</tr>
</tbody>
</table>

Soos gemagtig, vir en namens die partye by die Raad, op hede die 28ste dag van April 1992 te Bloemfontein onderteken.

I. J. ELS,
Voorsitter van die Raad.

B. R. BUYS,
Visevoorsitter van die Raad.

A. C. M. VAN VUUREN,
Sekretaris van die Raad.

No. R. 2581 11 September 1992
WET OP ARBEIDSVERHOLDINGE, 1956
BONYWERHEID, KROONSTAD: WYSIGING VAN OOREENKOMS
Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—
(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaalings van die Ooreenkoms (hierna die Wysigingsoor
eenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nyerwerheid, 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 30 November 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkomme aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of vereniging is; en

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 28th day of April 1992.

I. J. ELS,
Chairman of the Council.

B. R. BUYS,
Vice-Chairman of the Council.

A. C. M. VAN VUUREN,
Secretary of the Council.

No. R. 2581 11 September 1992
LABOUR RELATIONS ACT, 1956
BUILDING INDUSTRY, KROONSTAD: AMENDMENT OF AGREEMENT
I, Glen Morris Edwin Carelse, Deputy 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 second Monday after the date of publication of this notice and for the period ending 30 November 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
(b) kragsens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoordeenskoms, uitgesonderd die vervat in klausule 1 (1), (b), 14 en 15 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1993 eindig, bindend is vir alle ander werkgeers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is of in diens is in genoemde Onderwys, Nywerheid, Bedryf of Beroep in die gebied in klausule 1 van die Wysigingsoordeenskoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BONYWERHEID, KROONSTAD
OOREEKOMS
ingevolge die Wet op Arbetsverhoudinge, 1956, gestel deur en aangegaan tussen die
Kroonstadse Vereniging van Boumeesters en Aanverwante vakke
(hierna die "werkgeers" of die "werkgewersorganisasie" genoem), aan die een kant, en die
Amalgamated Union of Building Trade Workers of South Africa
(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,
at die partye by die Nywerheidsraad vir die Bouwywerheid, Kroonstad, om die Ooreekoms gepubliseer by Goewermentskennisgewing R. 2588 van 23 Desember 1988, te wysig, en wel soos volg:

1. TOEPASSINGSBESTEK
(1) Hierdie Ooreekoms moet negekom word—
(a) in die landdrosdistrik Kroonstad;
(b) deur alle werkgeers en werknemers in die Bouwywerheid wat onderskeide lede van die werkgewersorganisasie of die vakvereniging is;

(2) Ondanks subklausule (1), is hierdie Ooreekoms—
(a) van toepassing op vakkleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragens aangegaan is of met vooraardes wat daarkragens gestel is nie;
(b) van toepassing op kwekelinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragens gestel is nie;
(c) van toepassing op werkende vennote en werkende direkteurs, principale en aannemers;
(d) nie van toepassing nie op universiteitsstudente en gegradeerdes in die bouwetenskap en konstruktiesegihowers, konstruktiesegihowers en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese oplei-

2. KLOUSULE 3: WOORDOMSKRYwing
(1) Vervang die omskrwing van "ambagsman" deur die volgende:
'‘Ambagsman' en werknemer in enige ambag soos omskryf in hierdie Ooreekoms, wat "een vakleerling kontrak deur tydsverloop kragens die Wet op Mannekragopleiding, 1981, voltooi het, maar nie in die voorgek flavored kwalifiserende ambagstoets geslaag het nie, of

(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), 14 and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Under-
taking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agree-
ment.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KROONSTAD

AGREEMENT
in accordance with the Labour Relations Act, 1956, made and entered into between the
Kroonstadse Vereniging van Boumeesters en Aanverwante Vakke
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the
Amalgamated Union of Building Trade Workers of South Africa
(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the Industrial Council for the Building Industry, Kroonstad, to amend the Agreement published under Government Notice R. 2588 of 23 December 1988, as follows:

1. SCOPE OF APPLICATION
(1) The terms of this Agreement shall be observed—
(a) in the Magisterial District of Kroonstad;
(b) by all employers and employees in the Building Industry, who are members of the employers' organisation or the trade union, respectively.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
(a) apply to apprentices only in so far as they are not inconsist-
tent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
(b) apply to trainees only in so far as they are not inconsist-
tent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;
(c) apply to working partners and working directors, principals and contractors;
(d) not apply to university students and graduates in build-

2. CLAUSE 3: DEFINITIONS
(1) Substitute the following for the definition of "artisan":
'‘artisan' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1), hereof, who has either—
(a) completed an apprenticeship contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test; or
(b) 'n opleidingsstydperk deur hyleerling kragtens die Wet op Mannekragopleiding, 1981, voltooi het, maar nie in die voorgeskrywe kwalifiserende ambagsstoots geslaag het nie, en

(c) 'n tegniese kollege bygewoon het en in besit van ten minste 'n N1-sertifikaat is, of

(d) by die Nywerheidsraad as 'n ambagsman kragtens enige vorige ooreenkoms geregister is; of

(e) onmiddellik voor 1 November 1981 vir langer as 3 jaar as ongekwalifiseerde ambagsman by die Nywerheidsraad geregistreer was;"

(2) Vervang paragraaf (d) van die omskrywing van "Bou- nywerheid" deur die volgende paragraaf (d) en voeg die volgende nuwe subparagraaf (a), (dA), (dA) en (d) na onder- skiedelike paragraaf (a), (d) en (f) in:

"(d) elektriesiteitsinstallering, wat die volgende insluut: Alle bedradingswerk wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, No. 6 van 1983, deur 'n draadwerker ver- ning moet word en werkzaamhede wat daarmee in verband staan;"

"(dA) blokiewerk: Rifvolgwerk; die opregting van set- mate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vansters en duurskyn in posisie, maar uitgesondert die lê van blokke wat nie in dagha of mastik gelê word nie en die lê, volgens 'n setmaat, van blokke wat in dagha of mastik gelê word;"

"(dA) Vloerwerk: Uitwerkwerk, wat deur aang en vassal van houtstrokvikere, lê van vloerblokke, vloerleieste, dunvloerbe- dekkings en dergelijke materiaal na voltooiing van die voor- bereidende werkzaamhede;"

"(dA) boummemwerk: Uitwerk- en afwerkwerk; suile en balke in die lood bring en waterpas maak; die rigting van bekisting vir betonwerk; die montering van bekisting;"

"(dA) houtmazijnenwerk: Uitwerkwerk, afwerkwerk; die op- maak en toegesig houding oor houtwerkmazijne, behoudens die voorbehoudsbeplasing dat daar van geen individuele ambagsman veral mag mag word om of meer as drie mazijne of, waar die totale getal mazijne nie 'n volle veel- voud van drie is nie, of meer as vyf mazijne teosig te hou nie;"

(3) Voeg die volgende omskrywing in na die omskrywing van "plattelandse werk":

"vakman 'n werknermer en in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lote in klousula 4 (1) (d) hiervan voorgeskryf word, wat of—

(a) 'n vakleerpelbreek kragtens die Wet op Mannekrag-opleiding, 1981, voltooi het en die kwalifiserende ambagsstoots geslaag het, of

(b) 'n opleidingsstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het en in die kwalifiserende ambagsstoots geslaag het, of

(c) alle kursusse in die opleidingsmodules vir 'n gespesifi- seerde ambag aan 'n erkende institutionele opleidingsen- trum suksesvol voltooi het, en

(d) 'n tegniese kollege bygewoon het en in besit van ten minste 'n N2-sertifikaat, of

(e) by die Nywerheidsraad as 'n vakman kragtens enige vorige ooreenkoms geregister is; of

(f) onmiddellik voor 1 November 1991 as ambagsman by die Nywerheidsraad geregistreer was;"

(4) Skrap die omskrywing van "ongekwalifiseerde ambagsman".

(5) Voeg die volgende omskrywing in na die omskrywing van "stukwerk":

"werker met gespesifiseerde vaardighede 'n werkermer en in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lote in klousula 4 (1) (b) hiervan voorgeskryf word, wat nie bewys kan lewer van ambagsmanstatus nie en wat nie die vaardighede wat deur die Raad voorgeskryf is, sukses- vol afgelê het nie, of enige ander tipe werkermer wat deur die Raad van tyd tot tyd goedgekeur mag word;"

(b) completed a period of training by affixing of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, and

(c) attended a technical college and is in possession of at least an N1 certificate, or

(d) is registered with the Industrial Council as an artisan in terms of any previous agreement; or

(e) was registered with the Industrial Council as an unquali- fied artisan for more than 3 years immediately prior to 1 November 1991;"

(2) Substitute the following paragraph (d) for paragraph (d) of the definition of "Building Industry" and insert the following new subparagraphs (aA), (dA), (dA) and (dB) after paragraph (a), (d) and (f), respectively:

"(aA) electrical installation, which includes all wiring work which must be performed by a wireman in terms of the Machinery and Occupational Safety Act, No. 8 of 1983, and operations incidental thereto;"

"(aA) blocklaying: Tuck pointing; the erecting, setting into position for building and all subsequent adjustment of joints, and the setting into position of windows and door jambs, but excluding the laying of blocks not bedded in mortar or masti-

ic;"

"(dA) floor laying: Marking out, cutting and fixing of wooden strip flooring, setting of flooring blocks, floor tiles, sheeting and similar materials after completion of preparatory operations;"

"(dA) structural carpentry: Marking out, setting out, plum- bing and levelling off columns and beams, lining up of shutter- ing for concreting, assembling shuttering;"

"(dB) woodworking: Marking out, setting out, setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines;"

(3) Insert the following definition after the definition of "coun- try jobs":

"craftsmen means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (d) hereof, who has either—

(a) completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the qualifying trade test, or

(b) completed a period of training in terms of the Man- power Training Act, 1981, and has passed the qualifying trade test, or

(c) successfully completed all courses in the training modules for a specified trade at a recognised institutional training centre, and

(d) attended a technical college and is in possession of at least an N2 certificate; or

(e) is registered with the Industrial Council as a craftsman in terms of any previous agreement; or

(f) was registered with the Industrial Council as an artisan immediately prior to 1 November 1991;"

(4) Delete the definition of "unqualified artisan".

(5) Insert the following definition after the definition of "piece-work":

"specified skills worker means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (b) hereof, who cannot submit proof of his artisan status and who has not passed the skills test as pre- scribed by the Council, or any such other type of employee as may be approved by the Council from time to time."
3. KLOUSULE 4: LONE
Vervang subklausule (1) deur die volgende:

"(1) Behoudens die corrigewende bepalings van hierdie klausule mag geen werkgewer lone betaal en geen werknemer lone aanvaar wat later as die volgende buitlike loon is nie:

<table>
<thead>
<tr>
<th>Per uur</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Algemene werker</td>
<td>2,00</td>
</tr>
<tr>
<td>(b) Uitrustingsbediener en werker met gespecialiseerde vaardighede</td>
<td>2,51</td>
</tr>
<tr>
<td>(c) Ambagsman</td>
<td>3,41</td>
</tr>
<tr>
<td>(d) Valkman</td>
<td>6,00</td>
</tr>
</tbody>
</table>

4. KLOUSULE 8: BETALING VAN BESOLDIGING
Vervang paragraaf (a) in subklausule (3) deur die volgende:

"(a) Die aantrekking in klausules 19, 23, 25, 27 en 47A hiervan genoem;".

5. KLOUSULE 9: WERKDAE EN WERKURE

(1) Vervang paragraaf (c) van subklausule (1) deur die volgende:

"(c) op 'n Saterdag, Sondag en enige statutêre vakansiedag, asook gedurende die vakansiedy perse wat in klausule 22 hiervan voorgeskryf word;".

(2) Skrap subklausule (3).

6. KLOUSULE 11: DIENSTE-BEËNDEIGING
Vervang subklausule (1) en (2) deur die volgende:

"(1) Waar 'n werknemer minder as 65 dae by 'n werkgewer gewerk het, word 2uur kennisgewing van diensteënaming vereis en waar 'n werknemer 65 dae of meer by 'n werkgewer gewerk het, word 2 dae kennisgewing van diensteënaming vereis.

(2) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regs geldige rede te beëndig; of

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgewer en die werknemer waarby 'n langer tydperk beding word as die wat hierin bepaal word,

moet 'n werkgewer wat die diens van 'n werknemer wil beëndig, en 'n werknemer wat sy diens by 'n werkgewer wil beëndig, vooraf op 'n bepaalde werkdae kennis van sodanige diensënaming gee aan die werkgewer of die werknemer, na gelang van die geval.

7. KLOUSULE 19: UITGAWES VAN DIE RAAD
Vervang subklausules (1) en (3) deur onderskeidelik die volgende:

"(1) Ten einde die uitgawe van die Raad te bestry, moet elke werkgewer—

(a) 'n bedrag van R1,00 per week afrek van die verdienste van elkeen van sy werknemers vir wie lone in klausule 4 (1) (b), (c) en (d) hiervan voorgeskryf word, en die werkgewer moet by die bedrag wat aldaar afgetrek word, 'n gelyke bedrag voeg;

(b) 'n bedrag van R1,00 per week afrek van die verdienste van elkeen van sy werknemers vir wie lone in klausule 4 (1) (a) hiervan voorgeskryf word, en die werkgewer moet by die bedrag wat aldaar afgetrek word, 'n bedrag van 50c voeg:

Met dien verstande dat hierdie subklausule nie van toepassing is ten opsigte van 'n werknemer wat minder as 40 uur in 'n week vir dieselfde werkgewer gewerk het nie, menslikeheidsoverleg en toestemming tot afwesigheid in ag genome.".

3. CLAUSE 4: WAGES
Substitute the following for subclause (1):

"(1) Subject to the remaining provisions of this clause, no employer shall pay, and no employee shall accept, wages at rates lower than the following hourly rates:

<table>
<thead>
<tr>
<th>Per hour</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) General worker</td>
<td>2,00</td>
</tr>
<tr>
<td>(b) Plant operator/specified skills worker</td>
<td>2,51</td>
</tr>
<tr>
<td>(c) Artisan</td>
<td>3,41</td>
</tr>
<tr>
<td>(d) Craftsman</td>
<td>6,00</td>
</tr>
</tbody>
</table>

4. CLAUSE 8: PAYMENT OF REMUNERATION
In subclause (3), substitute the following for paragraph (a):

"(a) Deductions referred to in clauses 19, 23, 25, 27 and 47A hereof;".

5. CLAUSE 9: DAYS AND HOURS OF WORK

(a) In subclause (1), substitute the following for paragraph (c):

"(c) on a Saturday, Sunday and any statutory holiday, as well as during the holiday period prescribed in clause 22 hereof;".

(b) Delete subclause (3).

6. CLAUSE 11: TERMINATION OF EMPLOYMENT
Substitute the following for subclauses (1) and (2):

"(1) An employee who has worked less than 65 days for an employer is required to give 2 hours' notice of termination of employment and an employee who has worked 65 days or more for an employer is required to give 2 days' notice of termination of employment.

(2) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for a good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein,

an employer desirous of terminating the employment of an employee and an employee desirous of terminating an engagement with an employer shall give notice of such termination of employment to the employer or the employee, as the case may be, on any working day."

7. CLAUSE 19: EXPENSES OF THE COUNCIL
Substitute the following for subclauses (1) and (3) respectively:

"(1) For the purpose of meeting the expenses of the Council, every employer—

(a) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (b), (c) and (d) hereof, and to the amount so deducted the employer shall add an equal amount;

(b) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) hereof, and to the amount so deducted the employer shall add an amount of 50c:

Provided that the provisions of this subclause shall not apply in respect of an employee who has worked for the same employer for less than 40 hours in any week, with due observance of humanitarian leave and permission of absence.".
8. KLOUSULE 20: REGISTRASIE VAN WERKGEWERS EN AMBAGSMANNE

(1) Vervang die opskrif deur die volgende:

"REGISTRASIE VAN WERKGEWERS EN WERK
NEMERS".

(2) Voeg die volgende paragraaf na paragraaf (e) in sub
klusule (1) by:

"(f) alle sodanige ander inligting as wat die Raad mag vereis.".

(3) Vervang subklusule (5) deur die volgende:

"(5) Registrasie van werknemers: Iemand van wie daer vereis word of wat toegelaat word om werk in die Nywerheid te verrig, moet in die vorm wat die Raad van tyd tot tyd voorskrif, aan boekie by die Raad doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman, ambagsman of werker met gespesifieerde vaardighede, en sodanige doku
mentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregistreer is.".

9. KLOUSULE 22: JAARLIJKSE VERLOF EN OPENBARE
VAKANSIEDAE

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

"(1) Die volgende dae word in die Nywerheid as open
bare vakansiedae met besoldiging beskou: Statutêre vakans
dae soos deur die Regering afgekondig, uitgesonderd vakansiedae wat buite die werkskildes val.");

(2) Voeg die volgende subklusule na subklusule (4) by:

"(5) Werkgewers is verplig om werknemers te besoldig ten opsigte van elke statutêre vakansiedag en wel op die ee
rsvolgende betaaldag nê vandie vakansiedag.");

10. Vervang klusules 23, 24, 25, 26 en 27 deur die vol
gende:

"23. BETALING TEN OPSIGTE VAN JAARLIJKSE VER
LOF, OPENBARE VAKANSIEDAE EN BYDRAE TOT DIE
VAKANSIEFONDS

(1) Benewens besoldiging waarop 'n werknemer inge
volg hierdie Ooreenkoms geregistreer is, moet 'n werkgewer

(a) aan vakleeninge in sy diens op die laaste betaaldag onmiddellik vir die jaarlikske verlof by die werkgewer in subklusule 22 hiervan voorgestryf word, 'n bedrag gelyk aan minstens 15 werke dae se loon betaal;

(b) aan werknemers vir wie lone in die ondergenoemde klusules voorgestryf word, die volgende weeklikse bedre
betaal, nl.:

<table>
<thead>
<tr>
<th>Weeklikse</th>
<th>Betaal</th>
</tr>
</thead>
<tbody>
<tr>
<td>R6,42</td>
<td></td>
</tr>
<tr>
<td>R8,49</td>
<td></td>
</tr>
<tr>
<td>R12,10</td>
<td></td>
</tr>
<tr>
<td>R21,29</td>
<td></td>
</tr>
</tbody>
</table>

(2) Betaal ten opsigte van die statutêre vakansiedae wat buite die vakansiefonds val, vorm nie deel van die vakan
siefonds soos in subklusule 1 (b) hiervan voorgestryf nie en werkgewers is verantwoordelik vir betaal van sodanige
vakansiedag se loon op die eerstevolgende betaaldag na gemelde vakansiedag.

8. CLAUSE 20: REGISTRATION OF EMPLOYERS AND
ARTISANS

(1) Substitute the following for the heading:

"REGISTRATION OF EMPLOYERS AND EMPLOYEES".

(2) in subclause (1), insert the following paragraph after paragraph (e):

"(f) all such other particulars as may be required by the Council.");

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

"(5) Registration of employees: Any person who is required or permitted to perform work in the Industry shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman, artisan or specified skills worker to be issued to him, and such employees shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate.");

9. CLAUSE 22: ANNUAL LEAVE AND PUBLIC
HOLIDAYS

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

"(1) All statutory holidays as proclaimed by the govern
ment shall be regarded as paid public holidays in the Indus
try, excluding public holidays which do not fall within the work cycle.");

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

"(5) Employers shall be obliged to pay each employee's wage in respect of each statutory holiday on the first pay-day following such statutory holiday.");

10. Substitute the following clauses for 23, 24, 25, 26 and
27:

"23. PAYMENT IN RESPECT OF ANNUAL LEAVE, PUB
LIC HOLIDAYS AND HOLIDAY FUND CONTRIBUTIONS

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay

(a) apprentices in his employ on the last pay-day immedi
ately preceding the annual leave period prescribed in clause
22 of the Agreement an amount of not less than 15 working
days' pay;

(b) employees for whom wages are prescribed in the unmentioned clauses, the following weekly amounts, namely:

<table>
<thead>
<tr>
<th>Week</th>
<th>Betaal</th>
</tr>
</thead>
<tbody>
<tr>
<td>R6,42</td>
<td></td>
</tr>
<tr>
<td>R8,49</td>
<td></td>
</tr>
<tr>
<td>R12,10</td>
<td></td>
</tr>
<tr>
<td>R21,29</td>
<td></td>
</tr>
</tbody>
</table>

(2) Payment in respect of statutory holidays which fall out
side the holiday period are not included in the holiday fund as prescribed in subclause (1) (b) hereof, and employers are obliged to pay wages in respect of such holiday on the first pay-day following such holiday."
(3) Absenteesme—public holidays: An employee who absents himself—

(a) without his employer’s permission; and/or

(b) due to illness without being able to produce a medical certificate; and/or

(c) for any other reason, other than for humanitarian reasons, not considered valid by the Council; or

on the working day immediately before or after a paid public holiday referred to in clause 22 (1) shall not be entitled to payment for such day(s).

(4) An employee must, with due observance of humanitarian leave and permission of absence, work for the same employer for not less than 40 working hours in any week to qualify for a voucher in respect of his Holiday Fund contributions.

(5) The amount deducted in terms of subclause (1) (b) shall be paid by the employer to the Secretary of the Council and the Council shall issue vouchers to the employer concerned for all amounts so paid.

(6) An employer shall, in respect of the amounts paid to the Council by him in terms of subclause (5) hereof, issue on each pay-day to each of his employees concerned a voucher legibly cancelled with the name of the firm and the date of issue, and the employer shall affix such voucher in a contribution book to be obtained by him from the Council and which the employee shall retain: Provided that the Council may issue a composite voucher to include some or all the payments made in terms of clauses 19, 25, 27, 36, 45 and 47A hereof.

(7) (a) The amounts paid to the Council in terms of subclause (5) shall be paid by the Council into a fund to be known as the Building Industry Holiday Fund (hereinafter referred to as the Holiday Fund), established in terms of the agreement published under Government Notice 330 of 1 March 1963 and continued by this Agreement.

(b) Any amounts held by the Council to the credit of the Holiday Fund may be invested from time to time in accordance with the provisions of sections 21 (3) of the Act on fixed deposit or on call and any interest accruing from such investments shall be the sole property of the Council as recom pense for the administration of the Holiday Fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the Holiday Fund.

(8) (a) As early as possible after the first Friday in November of each year and not later than one week there after every employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed in his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council but not later than the day prior to the commencement of the holiday period. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(b) Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(c) The Council shall not be liable to make payment in respect of any vouchers issued to an employee in terms of this Agreement, unless—

(i) such vouchers are affixed in a contribution book obtained from the Council; and
(ii) sodanige bydraebok voor die begin van die vakansie-
yperk in klousule 22 hiervan voorgekry, by die Raad inge-
dien word.

(d) 'n Werknemer is nie daarop geregtig om voor die dag
soos ingevoel paragraaf (a) hiervan deur die Raad voor-
gekry, betaling te eis ten opsigte van bewysstukke wat aan
hom uitgerek is nie. Die Raad het egter die reg om sodanige
betaling te magtig indien hy na goeddunken dit raadsaam ag.
In geval van die afstap van 'n werknemer, moet die bedrag
wat uit die Vakansiefonds aan hom verskuldig is, per tiok
gunste van sy boedel getrek, aan sodanige boedel betaal
word wanneer sy bydraebok by die Sekretaris van die Raad
ingebed word.

(9) Ingeval hierdie Ooreenkoms deur tydeloos verstryk of
of 'n ander rede beëindig word, moet die Vakansiefonds
verder deur die Raad geadministreer word totdat dit of gelik-
wider of deur die Raad oorgepra word na 'n ander fonds wat
vir dieselfde doel gestig is as die waaroor die oorspronklike
Vakansiefonds in die lewe geroep is.

(10) Ingeval die Raad ontbind word of ophou om te fun-
kioneer gedurende 'n tydperk waarin hierdie Ooreenkoms
ingesig volgens artikel 34 (2) van die Wet bindend is, kan die
Nywerheidsregistraat 'n komitee van werkgewers en werk-
ners in die Nywerheid op die grondslag van gelyke ver-
leenwoordiging vir alle kante aanstel, en die Vakansiefonds
moet verder deur sodanige komitee geadministreer word. 'n
Vakature wat in die komitee ontstaan, kan deur die Registra-
teur uit die geledere van of die werkgewers of die werk-
nemers, na geleg van die geval, gevul word ten einde 'n
gelyke getal verteenwoordigers van die werkgewers en die
werknemers in die komitee te verseker. Ingeval sodanige
komitee nie daartoe in staat is nie of onwillig is om sy pligte
uit te voer of 'n dooie punt daaroor ontstaan wat die fun-
kioneer van die Vakansiefonds na die mening van die Regis-
istrateur ondoenlik of onwenslik maak, kan hy 'n trustee of
trustees aanstel om die pligte van die komitee uit te voer,
en sodanige trustees besit vir sodanige doel al die bevoegd-
hede van die komitee. As daar geen Raad bestaan wanneer hier-
die Ooreenkoms verstryk nie, moet die Fonds op die wyse
uitgeëis in klousule (11) van hierdie klousule, deur die
komitee wat ingevoel by hierdie klousule funksioneer, of
of trustee of trustees, na geleg van die geval, gelykvoor-
winder, en indien die Raad se sake by verstryking van hierdi-
Ooreenkoms reeds gelykwinder en sy bates verdeel is, moet
die saldo van hierdie Fonds soos in artikel 34 (2) van die Wet
bepaal, verdeel word asof dit deel van die algemene fondse
van die Raad uitmaakt.

(11) By likwissiie van die Fonds ingevoel subklousule
(10) hiervan moet die geld waarmee die Fonds nog gekred-
teer is nadat die eie teen die Fonds, met inbegrip van admi-
nistrasie- en likwiwiessiekos, betaal is, in die algemene
fondse van die Raad gestort word.

24. BYDRAEBOEK

(1) 'n Werknemer moet op 'n vorm wat van die Raad
verkry moet word, om 'n bydraebok aansoek doen; die
werknemer moet sodanige vorm invul deur die besonder-
hede te verstrekg wat die Raad van tyd tot tyd voorskrif.

(2) Die bydraebekne en bewysstukke wat aan werknemers
uitgereik word, is nie verwaarloosbaar nie en mag ook nie gese-
der of verpand word nie. Bewysstukke wat deur
eengeen op 'n ander wyse as ooreenkomsstig hierdie Ooreen-
komms verkry is, kan deur die Raad ten bate van sy fondse
gekonfisqueer word.

(3) Geen bewysstukke mag aan 'n werknemer uitgerei
word nie, uitgesonder ooreenkomsstig hierdie Ooreenkoms,
en geen werknemer is geregtig op betalings vir meer as 49
weeklike afrekings ten opsigte van 'n tydperk van 12
maande wat op die eerste Vrydag in November elke jaar
eindig nie.

(4) such contribution book is deposited with the Council
before the commencement of the holiday period prescribed
in clause 22 of the Agreement.

(5) An employee shall not be entitled to claim for any
vouchers issued to him until the day prescribed by the Coun-
icl in terms of paragraph (a) hereof. The Council shall,
however, have the right to authorise such payment if in its
discretion it is considered advisable to do so. In the case of
the death of an employee the amount due to him from the
Holiday Fund shall be paid to his estate by cheque drawn
in favour of such estate upon his contribution book being
lodged with the Council.

(6) In the event of the expiration of this Agreement by
effusion of time or cessation for any other cause, the Holiday
Fund shall continue to be administered by the Council until it
is either liquidated or transferred by the Council to any other
fund constituted for the same purpose as that for which the
original Holiday Fund was created.

(7) 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
Industrial Registrar may appoint a committee from employers
and employees in the Industry on the basis of equal rep-
resentation on both sides and the Holiday Fund shall
continue to be administered by such committee. Any vacancy
occurring on the committee may be filled by the Industrial
Registrar from employers or employees, as the case may be,
so as to ensure an equality of employer and employee
representatives on the committee. In the event of such com-
mittee being unable or unwilling to discharge its duties or a
deadlock arising thereon which renders the administration of
the Holiday Fund impracticable or undesirable in the opinion
of the Registrar, he may appoint a trustee or trustees to carry
out the duties of the committee and such trustee shall
possess all the powers of the committee for such purpose. If
there is no Council in existence upon the expiration of this
Agreement, the Fund shall be liquidated by the committee
functioning in terms of this subclause or the trustee or trus-
tees, as the case may be, in the manner set forth in sub-
clause (11) of this clause, and if upon the expiration of the
Agreement the affairs of the Council have already been
wound up and its assets distributed, the balance of this Fund
shall be distributed as provided for in section 34 (2) of the Act
as if it formed part of the general funds of the Council.

(8) Upon liquidation of the Fund in terms of subclause
(10) hereof the moneys remaining to the credit of the Fund
after payment of all claims against the Fund, including
administration and liquidation expenses, shall be paid into
the general funds of the Council.

24. CONTRIBUTION BOOK

(1) An application for a contribution book shall be made
by an employee on a form to be obtained from the Council;
such form shall be completed by the employee filling in such
particulars as the Council may from time to time prescribe.

(2) The contribution books and vouchers issued to
employees shall not be transferable nor shall they be ceded
or pledged. Vouchers acquired by any person, otherwise
than in accordance with this clause, may be confiscated by
the Council for the benefit of its funds.

(3) No vouchers may be issued to an employee except in
accordance with this Agreement, and no employee shall
be entitled to payments in excess of 49 weekly deductions
in respect of any period of 12 months ending on the first Friday
of November of each year.
(4) Elke werknemer moet zo spoedig mogelijk na de eerste Vrydag in November elke jaar en hoogstens een week daarna sy bydraebok by die Sekretaris van die Raad inruil vir 'n kwitstenskaart.

(5) Die Raad is nie aanspreeklik om bedrae ten opsigte van bewysstukke wat ingevolge hierdie Ooreenkoms aan 'n werknemer uitgereik is, te betaal nie tenzyn sodanige bewysstukke geplaas is in 'n bydraebok wat van die Raad verkry is en sodanige bydraeboks vir die begin van die vakansietydperk in klusule 22 van die Ooreenkoms voorgeskryf, by die Raad ingediend word.

(6) 'n Werknemer is nie daarop gereg oord vir die dag ingevolge paragraaf (5) hiervan deur die Raad voorgeskryf, betaling te eis ten opsigte van bewysstukke wat aan hom uitgereik is nie. Die Raad het egter die reeg om sodanige betaling te magtig indien hy na goeddunken dit raadsaam ag. In geval van die afstervens van 'n werknemer moet die bedrag wat uit die Vakansiefonds soos in klusule 23 van die Ooreenkoms voorgeskryf, aan hom verskuilig is, per iek ten gunste van sy boedel getrek, aan sodanige boedel betaal word wanneer sy bydraebok by die Sekretaris van die Raad ingediend word.

25. VOORSORGFONDS EN PENSIOENFONDS

(1) (a) Die Raad moet, op 'n wyse soos deur die Wet voorgeskryf en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n Voorsorgfonds met aftree- en sterftevoordele vir werknemers vir wie lone in klusule 4 (1) (a), (b) en (c) van die Ooreenkoms voorgeskryf word, stil.

(b) Die oogmerke van die Voorsorgfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede.

(c) Lidmaatskap van die Fonds is verplicht vir alle werknemers vir wie lone in klusule 4 (1) (a), (b) en (c) van die Ooreenkoms voorgeskryf word.

(d) Bystand wat kragtens die Voorsorgfonds oploopt, is nie oordaagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 2% moet van 'n werknemer vir wie lone in klusule 4 (1) (a), (b) en (c) hiervan voorgeskryf word, se weeklikse loon, bereken op 'n 44-uur-week, afgetrek word en gemelde werknemer se werkgewer moet 'n gelyke bedrag weekletlik tot die Voorsorgfonds bydra.

(f) Bydraes moet weeklikse by die Raad inbetaal word en maandeliks deur die Raad aan Fedlife Assurance Limited (Reg. No. 05/17130/06) corbetaal word.

(g) Kopieë van dokumente wat breedvoerige besonderhede van die Voorsorgfonds bevat, moet by die Direktur-generaal van Mannekrag ingediend word.

(2) (a) Die Raad moet, op 'n wyse soos deur die Wet voorgeskryf en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n bevredigende pensioenfonds beding en voorsit vir werknemers vir wie lone in klusule 4 (1) (d) van die Ooreenkoms voorgeskryf word.

(b) Die oogmerke van die Pensioenfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede, wat ook gratifikasie-, ongeskiktheids- en sterftevoordele insluit.

(c) Lidmaatskap van die Fonds is verplicht vir alle werknemers vir wie lone in klusule 4 (1) (d) van die Ooreenkoms voorgeskryf word.

(d) Bystand kragtens die Pensioenfonds is nie oordaagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 7% moet van 'n werknemer vir wie lone in klusule 4 (1) (d) van die Ooreenkoms voorgeskryf word, se weeklikse loon, bereken op 'n 44-uur-week, afgetrek word en gemelde werknemer se werkgewer moet 'n gelyke bedrag weekletlik tot die Pensioenfonds bydra.

(f) Bydraes moet weeklikse by die Raad inbetaal word en maandeliks deur die Raad aan Fedlife Assurance Limited (Reg. No. 05/17130/06) corbetaal word.

(4) As early as possible after the first Friday in November of each year and not later than one week thereafter, every employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card.

(5) The Council shall not be liable to make payment in respect of any vouchers issued to an employee in terms of this Agreement, unless such vouchers are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the commencement of the holiday period prescribed in clause 22 hereof.

(6) An employee shall not be entitled to claim for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (5) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Holiday Fund as prescribed in clause 23 hereof shall be paid to his estate by cheque drawn in favour of such estate upon his contribution book being lodged with the Council.

25. PROVIDENT FUND AND PENSION FUND

(1) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), establish the Provident Fund with retirement and death benefits for employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(b) The objects of the Provident Fund shall be to entitle employees to an income upon retirement.

(c) Membership of the Provident Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(d) Any benefits accruing under the Provident Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 2% of the weekly wage, calculated on a 44-hour week, of an employee for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof shall be deducted and an equal amount shall be contributed by the employee’s employer towards the Provident Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.

(g) Copies of documents containing detailed information of the Provident Fund shall be lodged with the Director-General of Manpower.

(2) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), negotiate and continue a satisfactory pension fund for employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(b) The objects of the Pension Fund shall be to entitle employees to an income upon retirement, which shall include gratuity disability and death benefits.

(c) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(d) Any benefits accruing under the Pension Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 7% of the weekly wage, calculated on a 44-hour week, of an employee for whom wages are prescribed in clause 4 (1) (d) hereof shall be deducted and an equal amount shall be contributed by the employee’s employer towards the Pension Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.
A STATEMENT FROM THE INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WP)

WAGE NEGOTIATIONS

At a final dispute meeting held on Monday, 5 September 1994 wage negotiations were concluded between Building Industry Trade Unions and Employer Associations.

Following protracted periods of illegal industrial action, disputes declared by one of the employer groups and many weeks of negotiations, agreement was reached on minimum wages for Building Industry workers in two stages as follows:

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<tr>
<th></th>
<th>1 November 1994</th>
<th>1 May 1995</th>
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<tbody>
<tr>
<td></td>
<td>Increase per</td>
<td>Increase per</td>
</tr>
<tr>
<td></td>
<td>Month (Approx)</td>
<td>Hour</td>
</tr>
<tr>
<td>General Workers</td>
<td>12,0% R101</td>
<td>R0,55</td>
</tr>
<tr>
<td>Artisans</td>
<td>11,7% R200</td>
<td>R1,16</td>
</tr>
</tbody>
</table>

The basic minimum wages of all other categories of employees will increase in proportion to the above rates of increase. The contributions by the employers to the holiday pay, pension, medical aid and sick leave pay funds will also increase proportionately but on the November increase only.

The parties to the Industrial Council align themselves to the principle of collective bargaining and agree that the Council remains the sole forum for the bargaining process and settlement of disputes. The Building Industry is just emerging from the longest and severest recession in memory and the parties agree that the maintenance of stable labour relations is of vital importance not only to investor confidence and the development of economic prosperity in our region, but equally to the success of the Government's Reconstruction and Development Programme.

The parties represented on the Industrial Council are:

**Trade Unions**
- Building Workers' Union
- South African Woodworkers' Union
- Construction & Allied Workers' Union
- Amalgamated Society of Woodworkers
- Amalgamated Union of Building Trade Workers of South Africa
- South African Operative Masons' Society

**Employers**
- Master Builders & Allied Trades' Association (Cape Peninsula)
- Small Builders' Association
- Master Masons and Quarry Owners' Association

The Industrial Council for the Building Industry WP
(8) (a) 'n Werkgever moet ten opsigte van die bedrae wat hy in gevolg van subklousule (3) hiervan afgetrek het, op eke betaalde begin aan elkeen van sy betrokke werknemers 'n bewysstuk ter waarde van sodanige bedrae uitreik wat op 'n leesbare wyse met die naam van die firma en die datum van uitreiking geroepig is, en die werknemer moet sodanige bewysstuk plak in 'n bydraeboek wat hy van die Raad moet verkry en wat die werknemer moet bewaar: Met dien verstande dat die Raad 'n saamgestelde bewysstuk kan uitreik wat betellings insluit ten opsigte van ander fondse wat die Raad administrer.

(b) Die werknemer moet die saamgestelde bewysstukke in paragraaf (a) hiervan bedoel, inplak in die bydraeboek wat in klousule 24 hiervan beskryf is, en die bydraeboek is aan dieselfde reëls en regulasies onderworpe as die in klousule 24 hiervan.

(9) (a) 'n Lid wat vanweë die feit dat hy werkloos is, nie vir sy bystand kwalifiseer nie of tydelik werkzaam is in 'n gebied buite die gebied waarop hierdie Ooreenkoms van toepassing is, kan, indien hy dit verlang, aan die Raad die bedrag van die premie betaal wat betaalbaar is. Die Raad moet aan die betrokke lid 'n bewysstuk uitreik en gecenseerde lid moet sodanige bewysstuk in sy bydraeboek plak.

(b) 'n Lid wat nie sy premies ingevoeg hierdie klousule konstant betaal nie, herkwalifiseer vir sy bystand ingevoeg hierdie klousule nadat 'n gelyke aantal bydrae tot en met 13 bydrae en daarna 'n verdere 13 bydrae gemaak is."

11. KLOWSULE 28: BYSTAND OOREENKOMSTIG DIE BYSTANDSFONDS

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

"(1) Die oogmerke van die Bystandsfonds is om werknemers te vergoed vir verliese van verdienste as gevolg van werkloosheid wat veroorsaak is deur sektie of 'n ongeluk en om mediese bystand te verleen."

(b) Skrap subklousule (6).

12. KLOWSULE 36: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOURNHEYDER

(a) In subklousule (2), vervang die uitdrukking "15c" deur die uitdrukking "45c".

(b) In subklousule (3), vervang die uitdrukking "drie volle werkdage" deur die uitdrukking "40 uur".

13. KLOWSULE 40: VERBOD OP INDIENSNEMING

Vervang subklousule (1) deur die volgende:

"(1) Geen werknemer, uitgesonderd 'n vakman, ambagsman, vak leerling of werker met gespesifieerde vaardighede, mag vir geskoolde werk in diens geneem word nie tensy die toestemming van die Raad vooraf verkry is."

14. KLOWSULE 45: VAKVERENIGINGSLEDGELD EN BYDRAE TOT DIE VAKVERENIGING SE BYSTANDSFONDS

Vervang subklousules (1) tot (11) deur die volgende:

"(1) Die vakvereniging moet van elke werknemer wat lid is van die vakvereniging, skriftelik bewys van sodanige lidmaatskaps aan die Raad lever.

(2) Die Raad moet 'n bedrag van R1,75 per week ten opsigte van ledgeld van elke werknemer se weeklikse bydrae tot die Sparskema soos in klousule 47A hiervan vermeld, afrek en aan die vakvereniging op 'n maandelikse basis oorbetaal.

(3) Die Raad moet inwendingiger 5% afrek van die geld wat ingevoeg subklousule (2) hiervan ingever is, en die bedrag aldus afrek, val die algemene fondse van die Raad toe."

(b) The employee shall affix the composite vouchers referred to in paragraph (a) hereof in the contribution book described in clause 24 hereof and the contribution book shall be subject to the same rules and regulations as are contained in clause 24.

(9) (a) A member who, by reason of the fact that he is unemployed, does not qualify for his benefits, or is temporarily employed in an area outside the area to which this Agreement applies, may, if he so desires, pay to the Council the amount of the premium payable. The Council shall issue to the member concerned a voucher and the said member shall affix such voucher in his contribution book.

(b) A member who does not pay his premiums in terms of this clause in cash shall re-qualify for his benefits after an equal number of contributions, up to and including 13 contributions, and thereafter a further 13 contributions have been made."

11. CLAUSE 28: BENEFITS UNDER THE BENEFIT FUND

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

"(1) The objects of the Benefit Fund shall be to compensate employees for loss of earnings arising from unemployment caused by sickness or accident and to provide medical assistance."

(b) Delete subclause (6).

12. CLAUSE 36: THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(a) In subclause (2), substitute the expression "45c" for the expression "15c".

(b) In subclause (3), substitute the expression "40 hours" for the expression "three full working days".

13. CLAUSE 40: PROHIBITED EMPLOYMENT

Substitute the following for subclause (1):

"(1) No employee other than a craftsman, artisan, apprentice or specified skills worker shall be employed on skilled work without the prior consent of the Council."

14. CLAUSE 45: TRADE UNION SUBSCRIPTIONS AND CONTRIBUTIONS TO THE TRADE UNION'S BENEFIT FUND

Substitute the following for subclauses (1) to (11):

"(1) The trade union shall submit to the Council written proof of membership of each employee who is a member of the trade union.

(2) The Council shall deduct an amount of R1,75 per week from an employee's weekly contribution towards the Savings Scheme referred to in clause 47A hereof, in respect of such employee's union subscription fee, and shall pay such amount over to the trade union on a monthly basis.

(3) The Council shall deduct a collection fee of 5% from the monies collected in terms of subclause (2) hereof and the amount so deducted shall accrue to the general funds of the Council."
15. KLOUSULE 46: WERKGEWERS-ORGANISASIEGELDE

(a) Vervang die uitdrukking "25c" in subklausule (1) deur die uitdrukking "40c".

(b) Vervang die uitdrukking "drie volle werkdae" in subklausule (2) deur die uitdrukking "40 uur".

16. KLOUSULE 47: OPLEIDINGSFONDS VIR DIE BOUNYWEREID

Vervang subklausule (1) deur die volgende:

"(1) Nadertmal die Raad verwittig is van die instelling van die Opleidingskema vir die Bounyweren [ingestel deur die Bouindustrië Federaasie (Suid-Afrika), ingevolge Goewermentskennisgewing R. 498 van 11 September 1987, kragtens die Wet op Mannekragopleiding, 1981], mag-ting die Raad hierby, vir die doel om die oogmerke te imple-menteer wat in die konstitusie van genoemde Opleidingskema uiteengesit word, die insameling van bydraes ooreenkomstig die procedures soos voorskrif en bereken teen 1,5% van die bruto weeklikse lon betaal deur 'n werk-gewer. Die Raad is verder geregtig op 'n invorderingsgeld soos voorgeskryf in die konstitusie van genoemde Opleidingskema.

(2) 'n Opleidingskema, soos voorgeskryf deur die Bou-industrië Federaasie (Suid-Afrika) en in ooreenstemming met die Wet op Mannekragopleiding, 1981, moes in die landdros-distrik Kroonstad ingestel word.".

17. Voeg die volgende nuwe klausules 47A en 47B in:

"47A. SPAARSKEMA

(1) 'n Werkgever kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klausule 4 (1) deur die Coreen-koms voorgeskryf is, 'n bedrag van R2 per week aftrek van die loon van sedanige werknemer wat minstens 40 uur gedurende die week vir hom gewerk het.

(2) Bedrae wat ingevolge subklausule (1) afgetrek word, moet weeklik's aangereken word en moet namens die betrokke werknemer deur die Raad in 'n speciale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hoom betaal word, min die bedrag wat met die magtiging van die werknemer as lededegel aan die vakvereniging betaal moet word.

47B. KLAGTES

Alle klagtes moet binne vier weke na die ontstaan van 'n geskil tussen 'n werkgever en 'n werknemer by die Raad se agent aangemeld word.

Aldus gedoen en geteken namens die partye te Kroonstad hede die 30ste dag van Oktober 1991.

J. H. LABUSCHAGNE,
Voorstitter.

F. LE R. GELDENHUIS,
Ondervoorstitter.

M. M. KEEVEY,
Sekretaris.

No. R. 2585

11 September 1992

WERKLOOSHEIDSVERSEKERINGSWET, 1966

WYSIGING VAN REGULASIES

Die Minister van Mannekrag het kragtens artikel 62 van die Werkloosheidsversekeringswet, 1966 (Wet No. 30 van 1966), die regulasies in die Bylare hierby, uitgevaardig.

No. R. 2585

11 September 1992

UNEMPLOYMENT INSURANCE ACT, 1966

AMENDMENT OF REGULATIONS

The Minister of Manpower has, under section 62 of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966), made the regulations set out in the Schedule hereto.
80 000 lose jobs, more under threat

By ADRIAN HERSCH

MORE than 80 000 jobs have been lost in four major sectors this year. Retrenchments will continue in the last quarter. In some industries the job loss rate could accelerate.

The Steel and Engineering Industries Federation of SA (Selfisa) reports that 28 000 jobs were shed in the first nine months of this year. This reduction brings employment in the sector down to 523 600 - the lowest in the past 20 years.

In November 1981 employment in the industry reached a peak of 654 000.

Selfisa economics head Michael McDonald expects that about 10 000 jobs will be lost in the current quarter, bringing the total for the year to 35 000 (the same as in 1991).

Mr McDonald is not optimistic about 1993. Saying lay-offs will continue at least for the first few months of 1993. There may be some improvement after that, but it will depend on several factors.

"These factors include the political situation, the drought, and demand for steel from the northern hemisphere countries - where economic growth is slow at the moment."

Focus on controls

MARKETING control boards will come under the spotlight at an ANC seminar in November. The seminar will study the future of control boards and consider which should be retained or eliminated.

A spokesman says the ANC believes deregulation is the ideal. However, the fruit industry, as an example, has done well through its marketing boards.

But the meat industry cannot follow the same marketing patterns. Meat, with its high level of powerful interest groups, could be the most difficult to deregulate.

But National Clothing Federation executive director Hennie van Zyl fears "we might not have seen the worst of it yet."

"Job-saving mechanisms, such as short-time work, have been exhausted at most businesses. It is possible that the lay-off rate could accelerate."

Mr Van Zyl says the industry faces more than a cyclical decline. When the time for restructuring comes, "which is now overdue", some unpopular decisions may have to be made. The Textile Federation of SA reports that about 7 000 jobs have been lost this year.

Federation executive director Brian Brink says employment levels stabilised earlier in the year, but the decline has resumed.

"There is nothing to indicate we have reached a turning point," says Mr Brink.

In the building industry 9 000 jobs were lost in the year to the end of March. Former Building Industries Federation of SA (BIFSA) executive director Neil Fraser said in July that since March "job losses may have been as high as 9 000 a month."

Figures since then are not available.
Builder unpaid

By Joe Mdhlile

A Mozambican expatriate who worked as a sub-contractor for Procon building contractors claimed this week that the owner of the company refuses to pay him R1 930 due to him.

Mr Armando Munguambe claimed he entered into an agreement with the owner of the company, Mr Louis van Wyk, to work on eight houses.

Munguambe completed his sub-contracting work in April, and has not been paid R1 930.

"I have been seeing Van Wyk since April demanding the balance of R1 930. Van Wyk keeps saying he does not have money," Van Wyk denied that he had employed Munguambe. Another sub-contractor a Mr Jacobs, did and has left the Witwaterstrand.

Van Wyk made it clear he did not take kindly to my questions. "If you publish the story I will sue Sowetan for damages," he said.
SA key centre for building industry training

"In fact we have a five man delegation from Zambia arriving in three weeks to set up a two-way training programme. They believe the courses we offer are the best in the world as they are tailored to the needs of developing countries. Not only will they be sending candidates for training to South Africa but they have also requested we send trainers to Zambia.

So in this way the industry is definitely doing its bit to help promote South Africa as the leading force in the southern African region."

Robinson said in spite of the recession Bifsa was still ploughing about R20m a year into training.

"We are definitely going to have to investigate a more equitable means of levying the industry to finance training. But in the meantime foreign trainees will also help offset the cost of administering the training centres."
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<th>Description</th>
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</tr>
<tr>
<td>12 mm</td>
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<tr>
<td>14 mm</td>
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<td>16 mm</td>
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<td>19 mm</td>
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<tr>
<td>25 mm</td>
<td>1</td>
</tr>
<tr>
<td>wood bits (set):</td>
<td></td>
</tr>
<tr>
<td>4 mm</td>
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</tr>
<tr>
<td>6 mm</td>
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<td>8 mm</td>
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<td>16 mm</td>
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</tr>
<tr>
<td>19 mm</td>
<td>1</td>
</tr>
<tr>
<td>ripsaw</td>
<td>1</td>
</tr>
<tr>
<td>claw-hammer</td>
<td>1</td>
</tr>
<tr>
<td>tommy bar</td>
<td>1</td>
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<tr>
<td>pincers</td>
<td>1</td>
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<tr>
<td>continental hammer, 500 g</td>
<td>1</td>
</tr>
<tr>
<td>cold chisels:</td>
<td></td>
</tr>
<tr>
<td>13 mm</td>
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<tr>
<td>25 mm</td>
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<tr>
<td>marking gauge (double pin)</td>
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<tr>
<td>measuring tapes:</td>
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<td>5 m</td>
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</tr>
<tr>
<td>30 m</td>
<td>1</td>
</tr>
<tr>
<td>club hammer, 2 kg</td>
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<tr>
<td>nylon line, 30 m</td>
<td>1</td>
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<tr>
<td>oil can</td>
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<tr>
<td>oil stone (combination)</td>
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<tr>
<td>belly brace</td>
<td>1</td>
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<tr>
<td>pencil (soft)</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Description</td>
<td>Number</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>pipe level, 20 m</td>
<td>1</td>
</tr>
<tr>
<td>rasp, 250 mm</td>
<td>1</td>
</tr>
<tr>
<td>back saw</td>
<td>1</td>
</tr>
<tr>
<td>saw set.</td>
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<tr>
<td>plan no. 4</td>
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<tr>
<td>vice grip, 250 mm</td>
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<tr>
<td>screwdrivers (set):</td>
<td></td>
</tr>
<tr>
<td>large with flat point</td>
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</tr>
<tr>
<td>medium with flat point</td>
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</tr>
<tr>
<td>small with flat point</td>
<td>1</td>
</tr>
<tr>
<td>large with star point</td>
<td>1</td>
</tr>
<tr>
<td>medium with star point</td>
<td>1</td>
</tr>
<tr>
<td>small with star point</td>
<td>1</td>
</tr>
<tr>
<td>joiner's hammer</td>
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</tr>
<tr>
<td>slide clamps, ± 900 mm</td>
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</tr>
<tr>
<td>chalk line</td>
<td>1</td>
</tr>
<tr>
<td>chalk refill, 30 g</td>
<td>1</td>
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<tr>
<td>keyhole saw</td>
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</tr>
<tr>
<td>nail punch</td>
<td>1</td>
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<tr>
<td>nail bag</td>
<td>1</td>
</tr>
<tr>
<td>steel drills (set):</td>
<td></td>
</tr>
<tr>
<td>3 mm</td>
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</tr>
<tr>
<td>4 mm</td>
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<td>6 mm</td>
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<td>8 mm</td>
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</tr>
<tr>
<td>12 mm</td>
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</tr>
<tr>
<td>brick bolster</td>
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<tr>
<td>adjustable square</td>
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<tr>
<td>carpet knife</td>
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<tr>
<td>carpet knife blades</td>
<td>3</td>
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<tr>
<td>dividing compasses, 250 mm</td>
<td>1</td>
</tr>
<tr>
<td>countersink bit</td>
<td>1</td>
</tr>
<tr>
<td>mitre box</td>
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</tr>
<tr>
<td>mitre square</td>
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<tr>
<td>expansion bit</td>
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<tr>
<td>shifting spanner, 200 mm</td>
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</tr>
<tr>
<td>files (set):</td>
<td></td>
</tr>
<tr>
<td>large round</td>
<td>1</td>
</tr>
<tr>
<td>small triangle</td>
<td>1</td>
</tr>
<tr>
<td>small round</td>
<td>1</td>
</tr>
<tr>
<td>spirit level, ± 900 mm</td>
<td>1</td>
</tr>
<tr>
<td>waterpump pliers</td>
<td>1</td>
</tr>
<tr>
<td>Yankee screwdrivers:</td>
<td></td>
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<tr>
<td>large</td>
<td>1</td>
</tr>
<tr>
<td>small</td>
<td>1</td>
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<tr>
<td>hack saw</td>
<td>1</td>
</tr>
<tr>
<td>hacksaw blades (fine)</td>
<td>2</td>
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<tr>
<td>cross cut saw</td>
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<td>coping saw</td>
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<tr>
<td>rebate plane</td>
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<td>(f) Verwer</td>
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<tr>
<td>toolbox</td>
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<tr>
<td>padlock, 30 mm</td>
<td>1</td>
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<tr>
<td>safety hat</td>
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</tr>
<tr>
<td>clean overalls</td>
<td>1</td>
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<tr>
<td>wire brush</td>
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<tr>
<td>triangle scraper</td>
<td>1</td>
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<tr>
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<tr>
<td>block brush</td>
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<tr>
<td>measuring tape, 5 m</td>
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<tr>
<td>Description</td>
<td>Number</td>
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<tr>
<td>--------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>palet knife</td>
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</tr>
<tr>
<td>pencil (soft)</td>
<td>2</td>
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<tr>
<td>screwdrivers (set):</td>
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</tr>
<tr>
<td>medium with flat point</td>
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</tr>
<tr>
<td>medium with star point</td>
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</tr>
<tr>
<td>chalk line</td>
<td>1</td>
</tr>
<tr>
<td>chalk refill, 30 g</td>
<td>1</td>
</tr>
<tr>
<td>sponge, 100 × 100 × 75 mm</td>
<td>1</td>
</tr>
<tr>
<td>nail punch</td>
<td>1</td>
</tr>
<tr>
<td>sparking tool (set):</td>
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</tr>
<tr>
<td>25 mm</td>
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<tr>
<td>50 mm</td>
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<tr>
<td>100 mm</td>
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<tr>
<td>putty knife</td>
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<tr>
<td>paint cut-in stopper</td>
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<tr>
<td>paint roller holders:</td>
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<tr>
<td>150 mm</td>
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</tr>
<tr>
<td>230 mm</td>
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<td>(g) Plasterer</td>
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<td>150 mm</td>
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<tr>
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<tr>
<td>safety hat</td>
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<td>clean overalls</td>
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<tr>
<td>gum-boots</td>
<td>1 pr</td>
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<tr>
<td>wrecking bar 450 mm</td>
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<tr>
<td>wire brush</td>
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<td>clasp knife</td>
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<tr>
<td>block brush</td>
<td>1</td>
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<tr>
<td>cold chisels:</td>
<td></td>
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<tr>
<td>13 mm</td>
<td>1</td>
</tr>
<tr>
<td>25 mm</td>
<td>1</td>
</tr>
<tr>
<td>measuring tapes:</td>
<td></td>
</tr>
<tr>
<td>5 m</td>
<td>1</td>
</tr>
<tr>
<td>30 m</td>
<td>1</td>
</tr>
<tr>
<td>gauging trowel</td>
<td>1</td>
</tr>
<tr>
<td>club hammer, 1,8 kg</td>
<td>1</td>
</tr>
<tr>
<td>nylon line, 30 m</td>
<td>1</td>
</tr>
<tr>
<td>pencil (hard)</td>
<td>2</td>
</tr>
<tr>
<td>screwdriver</td>
<td>1</td>
</tr>
<tr>
<td>chalk line</td>
<td>1</td>
</tr>
<tr>
<td>chalk refill, 30 g</td>
<td>1</td>
</tr>
<tr>
<td>sponge, 100 × 100 × 75 mm</td>
<td>1</td>
</tr>
<tr>
<td>steel squares</td>
<td></td>
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<tr>
<td>150 × 100 mm</td>
<td>1</td>
</tr>
<tr>
<td>600 × 450 mm</td>
<td>1</td>
</tr>
<tr>
<td>brick bolster</td>
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</tr>
<tr>
<td>brick hammer</td>
<td>1</td>
</tr>
<tr>
<td>pointing trowel</td>
<td>1</td>
</tr>
<tr>
<td>spirit level, ± 900 mm</td>
<td>1</td>
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<tr>
<td>reveal clamps</td>
<td>2</td>
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<tr>
<td>single groove pointer</td>
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<td>gutter trowel</td>
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<tr>
<td>hoektrofeils:</td>
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</tr>
<tr>
<td>rond—binnehoeck</td>
<td>1</td>
</tr>
<tr>
<td>skerp—binnehoeck</td>
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</tr>
<tr>
<td>rond—buitehoek</td>
<td>1</td>
</tr>
<tr>
<td>Houtstrijplanke</td>
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<tr>
<td>450 × 75 mm</td>
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<tr>
<td>300 × 150 mm</td>
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</tbody>
</table>
NOTICE 948 OF 1992
PUBLIC SERVICE BURSARY SCHEME, 1993
DEPARTMENT OF PUBLIC WORKS

1. Full-time bursaries are available in order to obtain the following qualifications:

<table>
<thead>
<tr>
<th>Direction of studies and degree</th>
<th>Major subjects</th>
<th>Position in the Public Service in which the applicant may be appointed after completion of studies</th>
</tr>
</thead>
<tbody>
<tr>
<td>BSc (Eng) (Civil/Structural)</td>
<td>As prescribed by University</td>
<td>Assistant Engineer.</td>
</tr>
<tr>
<td>BSc (Eng) (Mechanical)</td>
<td>As prescribed by University</td>
<td>Assistant Engineer.</td>
</tr>
<tr>
<td>BSc Quantity Surveying</td>
<td>As prescribed by University</td>
<td>Assistant Quantity, Surveyor.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Studierigting en graad</th>
<th>Hoofvakke</th>
<th>Betrekking in die Staatsdiens waarin aanstel kan word</th>
</tr>
</thead>
<tbody>
<tr>
<td>BSc (Ing) (Civil/Structural)</td>
<td>Soos deur Universiteit voorgeskre</td>
<td>Asstentingenieur.</td>
</tr>
<tr>
<td>BSc (Ing) (Mechanical)</td>
<td>Soos deur Universiteit voorgeskre</td>
<td>Asstentingenieur.</td>
</tr>
<tr>
<td>BSc Bourekenkunde</td>
<td>Soos deur Universiteit voorgeskre</td>
<td>Asstentibourekienaar.</td>
</tr>
</tbody>
</table>

2. General measures and requirements:

2.1 Applicants compete for bursaries on merit and the number of bursaries awarded in each direction shall be determined by the Department of Public Works according to need.

2.2 Applicants must—
- Intend to follow a career in the Department of Public Works;
- be South African citizens;
- be in possession of at least a Standard 10 certificate with Afrikaans and English as successfully completed subjects.

3. The following persons may apply for bursaries:
- Members of all population groups.
- Students at universities who have partially completed a course.
- Persons who have already obtained a Standard 10 certificate or who will obtain the certificate in 1992.

4. Method of application:

4.1 A CFA 95 form must be completed and forwarded to the following address: The Director-General, Department of Public Works, Private Bag X65, Pretoria, 0001. Application forms may be obtained from the above-mentioned address.
4.2 The following documents must accompany applications:

- a certified copy of an official record of the symbols obtained in the Standard 10 examination if the examination has already been written; or
- a certified copy of an official record of the symbols obtained in the Standard 9 examination if the candidate is busy with Standard 10 in 1992; or
- a certified copy of a complete official study record with symbols or marks obtained if post school examinations have already been written.

5. Conditions:

5.1 It will be expected of successful applicants to follow the prescribed study courses with major subjects as indicated and to obtain the required qualification within the minimum duration prescribed for the course.

5.2 The candidate must be prepared to enter into an agreement with the Department of Public Works to render service in the department after successful completion of the course on the basis of one year service for every year for which the bursary has been awarded.


(23 October 1992)

NOTICE 949 OF 1992

DEPARTMENT OF TRANSPORT

INTERNATIONAL AIR SERVICES ACT, 1949
(Act 51 of 1949), AS AMENDED

Pursuant to the provisions of sections 5 (a) and (b) of Act 51 of 1949 and regulation 5 of the Civil Air Services Regulations, 1964, it is hereby notified for general information that the applications, details of which appear in the Schedules hereto, will be heard by the National Transport Commission.

Representations in accordance with section 6 (1) of Act 51 of 1949 in support of, or in opposition to, an application, should reach the Director-General of Transport (Directorate Civil Aviation), Private Bag X193, Pretoria, 0001, and the applicant within 21 days of the date of publication hereto, stating whether the party or parties making such representation intend to be present or represented at the hearing.

The Commission will cause notice of the time, date and place of the hearing to be given in writing to the applicant and all parties who have made representations as aforesaid and who desire to be present or represented at the hearing.

SCHEDULE D

LIST OF APPLICATIONS FOR THE ALTERATION, MODIFICATION OR AMENDMENT TO LICENCES

(A) Name and address of applicant. (B) Name under which the air service is operated. (C) Particulars of the licence and of the alteration, modification or amendment thereto or the conditions thereof which has been applied for.

KENNISGEWING 949 VAN 1992

DEPARTEMENT VAN VERVOER

WET OP INTERNATIONALE LUGDienste, 1949
(WET 51 VAN 1949), SOOS GEWYSIG

Hierby word ingevolge die bepalingen van artikels 5 (a) en (b) van Wet 51 van 1949 en regulasie 5 van die Regulasies vir Burgerlugdienste, 1964, vir algemene inligting bekend gemaak dat die Nasionale Vervoerkommissie die aansoek waarvan besonderhede in die Bylaes hieronder verskyn, sal aanhoor.

Vertoë ingevolge artikel 6 (1) van Wet 51 van 1949 ter ondersteuning of bestydiging van 'n aansoek moet die Direkteur-generaal van Vervoer (Direktoraat Burger lugvaart), Privaat Sak X193, Pretoria, 0001 en die aansoekers binne 21 dae na die datum van publikasie hiervan bereik en daarin moet gemeld word of die persone wat aldus vertoë rig, van plan is om die vertregtings by te woon of om daar verteenwoordig te word.

Die Kommissie sal reën dat kennis van die datum, tyd en plek van die vertregtings skriftlik gegee word aan die aansoekers en al die persone wat aldus vertoë genigt het en wat verlang om aldus teenwoordig of verteenwoordig te wees.

BYLAE D

LYS VAN AANSOEKE OM DIE VERANDERING OF WYSIGING VAN Licensies

(A) Naam en adres van applikant. (B) Naam waar- onder die lugdiens geëxploiteer word. (C) Besonderhede betreffende die licentie en die verandering of wysiging daarvan of die voorwaardes daarvan ten opsigte waarvan aansoek gedoen is.
### (b) Bricklayer

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>toolbox</td>
<td>1</td>
</tr>
<tr>
<td>padlock, 30 mm.</td>
<td>1</td>
</tr>
<tr>
<td>safety hat</td>
<td>1</td>
</tr>
<tr>
<td>clean overalls</td>
<td>1</td>
</tr>
<tr>
<td>gumboots</td>
<td>1 pr</td>
</tr>
<tr>
<td>wrecking bar, 450 mm.</td>
<td></td>
</tr>
<tr>
<td>wire brush</td>
<td>1</td>
</tr>
<tr>
<td>wire pliers.</td>
<td>1</td>
</tr>
<tr>
<td>small tool</td>
<td>1</td>
</tr>
<tr>
<td>clasp knife</td>
<td>1</td>
</tr>
<tr>
<td>block brush</td>
<td>1</td>
</tr>
<tr>
<td>cold chisels:&lt;br&gt; 13 mm</td>
<td>1</td>
</tr>
<tr>
<td>25 mm</td>
<td>1</td>
</tr>
<tr>
<td>measuring tapes:&lt;br&gt; 5 m&lt;br&gt; 30 m</td>
<td>1</td>
</tr>
<tr>
<td>gauging trowel</td>
<td>1</td>
</tr>
<tr>
<td>club hammer, 1,8 kg.</td>
<td>1</td>
</tr>
<tr>
<td>nylon line, 30 m.</td>
<td>2</td>
</tr>
<tr>
<td>pencil (hard)</td>
<td>2</td>
</tr>
<tr>
<td>screwdriver</td>
<td>1</td>
</tr>
<tr>
<td>chalk line</td>
<td>1</td>
</tr>
<tr>
<td>chalk refill, 30 g.</td>
<td>1</td>
</tr>
<tr>
<td>sponge, 100 × 100 × 75 mm.</td>
<td>1</td>
</tr>
<tr>
<td>steel squares:&lt;br&gt; 150 × 100 mm.</td>
<td>1</td>
</tr>
<tr>
<td>600 × 450 mm.</td>
<td>1</td>
</tr>
<tr>
<td>brick bolster</td>
<td>1</td>
</tr>
<tr>
<td>brick hammer</td>
<td>1</td>
</tr>
<tr>
<td>pointing trowel</td>
<td>1</td>
</tr>
<tr>
<td>spirit level, ± 900 mm</td>
<td>1</td>
</tr>
<tr>
<td>line blocks—hard wood</td>
<td>2</td>
</tr>
<tr>
<td>line pins</td>
<td>2</td>
</tr>
<tr>
<td>brick trowel</td>
<td>1</td>
</tr>
<tr>
<td>rubber hammer</td>
<td>1</td>
</tr>
<tr>
<td>brick jointers:&lt;br&gt; short round, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>short square, 8 mm.</td>
<td>1</td>
</tr>
<tr>
<td>long round, 8 mm.</td>
<td>1</td>
</tr>
<tr>
<td>long square, 8 mm.</td>
<td>1</td>
</tr>
<tr>
<td>brick joint scraper</td>
<td>1</td>
</tr>
</tbody>
</table>

### (b) Messelaar

<table>
<thead>
<tr>
<th>Beskriving</th>
<th>Getal</th>
</tr>
</thead>
<tbody>
<tr>
<td>gereedschapstuk</td>
<td>1</td>
</tr>
<tr>
<td>hangslot, 30 mm</td>
<td>1</td>
</tr>
<tr>
<td>harde hoed</td>
<td>1</td>
</tr>
<tr>
<td>skoon oorpak</td>
<td>1</td>
</tr>
<tr>
<td>waterstewels</td>
<td>1</td>
</tr>
<tr>
<td>brekeyster, 450 mm</td>
<td>1 pr</td>
</tr>
<tr>
<td>draadborstel</td>
<td>1</td>
</tr>
<tr>
<td>draadang</td>
<td>1</td>
</tr>
<tr>
<td>klein werktuig</td>
<td>1</td>
</tr>
<tr>
<td>knipmesje</td>
<td>1</td>
</tr>
<tr>
<td>koolborsel</td>
<td>1</td>
</tr>
<tr>
<td>koubeites:</td>
<td></td>
</tr>
<tr>
<td>13 mm</td>
<td>1</td>
</tr>
<tr>
<td>25 mm</td>
<td>1</td>
</tr>
<tr>
<td>maatbande:</td>
<td></td>
</tr>
<tr>
<td>5 m</td>
<td>1</td>
</tr>
<tr>
<td>30 m</td>
<td>1</td>
</tr>
<tr>
<td>maatstroefel</td>
<td>1</td>
</tr>
<tr>
<td>mokerhamer, 1,8 kg.</td>
<td>1</td>
</tr>
<tr>
<td>nylonline, 30 m.</td>
<td>1</td>
</tr>
<tr>
<td>potlood (hard)</td>
<td>2</td>
</tr>
<tr>
<td>skroedraider</td>
<td>1</td>
</tr>
<tr>
<td>slaglynn</td>
<td>1</td>
</tr>
<tr>
<td>slaglynnkryt, 30 g.</td>
<td>1</td>
</tr>
<tr>
<td>spons, 100 × 100 × 75 mm.</td>
<td>1</td>
</tr>
<tr>
<td>staalwinkelhaken:&lt;br&gt; 150 × 100 mm.</td>
<td>1</td>
</tr>
<tr>
<td>600 × 450 mm.</td>
<td>1</td>
</tr>
<tr>
<td>steenbeitel</td>
<td>1</td>
</tr>
<tr>
<td>steenhamer</td>
<td>1</td>
</tr>
<tr>
<td>voegtroefel</td>
<td>1</td>
</tr>
<tr>
<td>waterpas, ± 900 mm.</td>
<td>1</td>
</tr>
<tr>
<td>lymblokkies (harde hout)</td>
<td>2</td>
</tr>
<tr>
<td>messelpenne</td>
<td>2</td>
</tr>
<tr>
<td>messetstroefel</td>
<td>1</td>
</tr>
<tr>
<td>rubberhamer</td>
<td>1</td>
</tr>
<tr>
<td>steenvoës:</td>
<td></td>
</tr>
<tr>
<td>kort rond, 8 mm.</td>
<td>1</td>
</tr>
<tr>
<td>kort vierkantig, 8 mm.</td>
<td>1</td>
</tr>
<tr>
<td>lank rond, 8 mm.</td>
<td>1</td>
</tr>
<tr>
<td>lank vierkantig, 8 mm.</td>
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</tr>
<tr>
<td>steenvoegskraper</td>
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</tr>
</tbody>
</table>

### (c) Carpenter

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>toolbox</td>
<td>1</td>
</tr>
<tr>
<td>padlock, 30 mm.</td>
<td>1</td>
</tr>
<tr>
<td>safety hat</td>
<td>1</td>
</tr>
<tr>
<td>clean overalls</td>
<td>1</td>
</tr>
<tr>
<td>concrete bits:&lt;br&gt; 4 mm&lt;br&gt; 6 mm&lt;br&gt; 8 mm&lt;br&gt; 10 mm&lt;br&gt; 12 mm&lt;br&gt; 14 mm&lt;br&gt; 16 mm</td>
<td>1</td>
</tr>
<tr>
<td>tinman's shears</td>
<td>1</td>
</tr>
<tr>
<td>block hammer</td>
<td>1</td>
</tr>
<tr>
<td>wire pliers.</td>
<td>1</td>
</tr>
<tr>
<td>awl</td>
<td>1</td>
</tr>
<tr>
<td>fretsaw</td>
<td>1</td>
</tr>
<tr>
<td>fretsaw blades:&lt;br&gt; line&lt;br&gt; medium</td>
<td>1</td>
</tr>
<tr>
<td>G-clamp</td>
<td>2</td>
</tr>
<tr>
<td>hand drill</td>
<td>2</td>
</tr>
</tbody>
</table>

### (c) Timmerman

<table>
<thead>
<tr>
<th>Beskriving</th>
<th>Getal</th>
</tr>
</thead>
<tbody>
<tr>
<td>gereedschapstuk</td>
<td>1</td>
</tr>
<tr>
<td>hangslot, 30 mm</td>
<td>1</td>
</tr>
<tr>
<td>harde hoed</td>
<td>1</td>
</tr>
<tr>
<td>skoon oorpak</td>
<td>1</td>
</tr>
<tr>
<td>betonbore:&lt;br&gt; 4 mm&lt;br&gt; 6 mm&lt;br&gt; 8 mm&lt;br&gt; 10 mm&lt;br&gt; 12 mm&lt;br&gt; 14 mm&lt;br&gt; 16 mm</td>
<td>1</td>
</tr>
<tr>
<td>blikské</td>
<td>1</td>
</tr>
<tr>
<td>blokhamer</td>
<td>1</td>
</tr>
<tr>
<td>draadang</td>
<td>1</td>
</tr>
<tr>
<td>els...</td>
<td>1</td>
</tr>
<tr>
<td>figuuraag</td>
<td>1</td>
</tr>
<tr>
<td>figuurasaglemme:</td>
<td>1</td>
</tr>
<tr>
<td>fyn</td>
<td>1</td>
</tr>
<tr>
<td>medium</td>
<td>2</td>
</tr>
<tr>
<td>G-klampe</td>
<td>2</td>
</tr>
<tr>
<td>handboor</td>
<td></td>
</tr>
</tbody>
</table>
(4) An employee engaged in artisan's work in the bricklaying, carpentry, joinery, painting, plastering or plumbing trades shall provide the following minimum tools and shall ensure that all his tools are permanently marked with his name and he shall provide the employer with an inventory of such tools:

(a) Bricklayer and plasterer

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>toolbox</td>
<td>1</td>
</tr>
<tr>
<td>padlock, 30 mm</td>
<td>1</td>
</tr>
<tr>
<td>safety hat</td>
<td></td>
</tr>
<tr>
<td>clean overalls</td>
<td>1</td>
</tr>
<tr>
<td>gumboots</td>
<td>1 pr</td>
</tr>
<tr>
<td>wrecking bar, 450 mm</td>
<td>1</td>
</tr>
<tr>
<td>wire brush</td>
<td>1</td>
</tr>
<tr>
<td>wire pliers</td>
<td>1</td>
</tr>
<tr>
<td>small tool</td>
<td>1</td>
</tr>
<tr>
<td>clasp knife</td>
<td>1</td>
</tr>
<tr>
<td>block chisel</td>
<td>1</td>
</tr>
<tr>
<td>cold chisels:</td>
<td></td>
</tr>
<tr>
<td>13 mm</td>
<td>1</td>
</tr>
<tr>
<td>25 mm</td>
<td>1</td>
</tr>
<tr>
<td>measuring tapes:</td>
<td></td>
</tr>
<tr>
<td>5 m</td>
<td>1</td>
</tr>
<tr>
<td>30 m</td>
<td>1</td>
</tr>
<tr>
<td>gauging trowel</td>
<td>1</td>
</tr>
<tr>
<td>club hammer, 1.8 kg</td>
<td>1</td>
</tr>
<tr>
<td>nylon line, 30 m</td>
<td>2</td>
</tr>
<tr>
<td>pencil (hard)</td>
<td>2</td>
</tr>
<tr>
<td>screwdriver</td>
<td>1</td>
</tr>
<tr>
<td>chalk line</td>
<td>1</td>
</tr>
<tr>
<td>chalk refil, 30 g</td>
<td>1</td>
</tr>
<tr>
<td>sponge, 100 x 100 x 75 mm</td>
<td>1</td>
</tr>
<tr>
<td>steel squares:</td>
<td></td>
</tr>
<tr>
<td>150 x 100 mm</td>
<td>1</td>
</tr>
<tr>
<td>600 x 450 mm</td>
<td>1</td>
</tr>
<tr>
<td>brick boister</td>
<td>1</td>
</tr>
<tr>
<td>brick hammer</td>
<td>1</td>
</tr>
<tr>
<td>pointing trowel</td>
<td>1</td>
</tr>
<tr>
<td>spirit level, ± 900 mm</td>
<td>2</td>
</tr>
<tr>
<td>line blocks—hard wood</td>
<td>2</td>
</tr>
<tr>
<td>line pins</td>
<td>2</td>
</tr>
<tr>
<td>brick trowel</td>
<td>1</td>
</tr>
<tr>
<td>rubber hammer</td>
<td>1</td>
</tr>
<tr>
<td>brick joints:</td>
<td></td>
</tr>
<tr>
<td>short round, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>short square, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>long round, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>long square, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>brick joint scraper</td>
<td>2</td>
</tr>
<tr>
<td>reaveal clamps</td>
<td>1</td>
</tr>
<tr>
<td>single groove joint</td>
<td>1</td>
</tr>
<tr>
<td>gutter trowel</td>
<td>1</td>
</tr>
<tr>
<td>corner trowels:</td>
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</tr>
<tr>
<td>interior round</td>
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</tr>
<tr>
<td>interior sharp</td>
<td>1</td>
</tr>
<tr>
<td>exterior round</td>
<td>1</td>
</tr>
<tr>
<td>wooden floats:</td>
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</tr>
<tr>
<td>450 x 75 mm</td>
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</tr>
<tr>
<td>300 x 150 mm</td>
<td>1</td>
</tr>
<tr>
<td>plastering blocks</td>
<td>2</td>
</tr>
<tr>
<td>plastering hawk</td>
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</tr>
<tr>
<td>plastering trowel</td>
<td>1</td>
</tr>
<tr>
<td>six-groove reeder</td>
<td>1</td>
</tr>
<tr>
<td>skirting trowel</td>
<td>1</td>
</tr>
</tbody>
</table>

(4) 'n Werknemer wat ambagsmanswerk in die ambagie messelwerk, timmerwerk, skrynwerk, verfwerk, pleisterwerk of loodgieterswerk verrig, moet die volgende minimum gereedskap verskaf en sorg dat al sy gereedskap permanent met sy naam gemerk is, en hy moet aan sy werkgewer 'n inventaris van die gereedskap verstrek:

(a) Messelaar en Pleisteraar

<table>
<thead>
<tr>
<th>Beschrywing</th>
<th>Getal</th>
</tr>
</thead>
<tbody>
<tr>
<td>gereedskapkis</td>
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</tr>
<tr>
<td>hangslot, 30 mm</td>
<td>1</td>
</tr>
<tr>
<td>harde hoed</td>
<td>1</td>
</tr>
<tr>
<td>skoon oorpak</td>
<td>1</td>
</tr>
<tr>
<td>waterstewels</td>
<td>1</td>
</tr>
<tr>
<td>breeklyster, 450 mm</td>
<td>1 pr</td>
</tr>
<tr>
<td>draadbosel</td>
<td>1</td>
</tr>
<tr>
<td>kleintang</td>
<td>1</td>
</tr>
<tr>
<td>klopwerk</td>
<td>1</td>
</tr>
<tr>
<td>kniepern</td>
<td>1</td>
</tr>
<tr>
<td>koelbosel</td>
<td>1</td>
</tr>
<tr>
<td>kwubielte</td>
<td>1</td>
</tr>
<tr>
<td>maatbande:</td>
<td></td>
</tr>
<tr>
<td>5 m</td>
<td>1</td>
</tr>
<tr>
<td>30 m</td>
<td>1</td>
</tr>
<tr>
<td>maattrefel</td>
<td>1</td>
</tr>
<tr>
<td>mokerhamer, 1.8 kg</td>
<td>1</td>
</tr>
<tr>
<td>nylonlyn, 30 m</td>
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</tr>
<tr>
<td>pollood (hard)</td>
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<tr>
<td>skrewderdraier</td>
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</tr>
<tr>
<td>slaglyn</td>
<td>1</td>
</tr>
<tr>
<td>slaglynkry, 30 g</td>
<td>1</td>
</tr>
<tr>
<td>spons, 100 x 100 x 75 mm</td>
<td>1</td>
</tr>
<tr>
<td>staelwinkelhake:</td>
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</tr>
<tr>
<td>150 x 100 mm</td>
<td>1</td>
</tr>
<tr>
<td>600 x 450 mm</td>
<td>1</td>
</tr>
<tr>
<td>steenbeitel</td>
<td>1</td>
</tr>
<tr>
<td>steenwamer</td>
<td>1</td>
</tr>
<tr>
<td>voegtroefel</td>
<td>1</td>
</tr>
<tr>
<td>waterpas, ± 900 mm</td>
<td>2</td>
</tr>
<tr>
<td>lynblokkies (harde hout)</td>
<td>2</td>
</tr>
<tr>
<td>messelpanne</td>
<td>1</td>
</tr>
<tr>
<td>messetrefel</td>
<td>1</td>
</tr>
<tr>
<td>rubberhamer</td>
<td>1</td>
</tr>
<tr>
<td>steenwoërs:</td>
<td></td>
</tr>
<tr>
<td>kort rond, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>kort vierkantig, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>lank rond, 8 mm</td>
<td>1</td>
</tr>
<tr>
<td>lank vierkantig, 8 mm</td>
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</tr>
<tr>
<td>steenwoëskrapet</td>
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<tr>
<td>dagwangleplampe</td>
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<tr>
<td>enkelwoëskryker</td>
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<tr>
<td>geutroefel</td>
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<tr>
<td>hoektroefels:</td>
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<tr>
<td>rond—binnehoek</td>
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</tr>
<tr>
<td>skerp—binnhoek</td>
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<td>rond—buiehoek</td>
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<tr>
<td>houtstyrkplanke:</td>
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<tr>
<td>450 x 75 mm</td>
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<tr>
<td>300 x 150 mm</td>
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</tr>
<tr>
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</tr>
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<td>pleisterbord</td>
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<td>pleisterstroefel</td>
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<tr>
<td>sasgroefstykker</td>
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<tr>
<td>vloorystroefel</td>
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</tr>
<tr>
<td>Werknemerskategorie</td>
<td>Net area</td>
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<tr>
<td>---------------------</td>
<td>-----------</td>
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<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>R Per week</td>
<td>129,80</td>
</tr>
<tr>
<td>R Per uur</td>
<td>2,95</td>
</tr>
<tr>
<td>R Per week</td>
<td>3,39</td>
</tr>
<tr>
<td>R Per uur</td>
<td>3,77</td>
</tr>
<tr>
<td>R Per week</td>
<td>4,60</td>
</tr>
<tr>
<td>Per week</td>
<td>165,88</td>
</tr>
<tr>
<td>Per uur</td>
<td>3,39</td>
</tr>
<tr>
<td>Per week</td>
<td>4,60</td>
</tr>
<tr>
<td>Per uur</td>
<td>5,99</td>
</tr>
<tr>
<td>Per week</td>
<td>7,38</td>
</tr>
<tr>
<td>Per uur</td>
<td>3,39</td>
</tr>
</tbody>
</table>
(2) Notwithstanding anything to the contrary contained in this Agreement, the employee concerned shall, during the trial period referred to in paragraph (1) hereof, be entitled only to the wage prescribed in clause 17 (1) of this Agreement in respect of all hours worked, without any employer contributions to the holiday fund or any other benefit fund of the Council.

(3) During the trial period referred to in paragraph (1) hereof, the employee's employer will not be compelled to issue the prescribed Building Industrial Council stamp of the Council to the employee concerned."

8. CLAUSE 16: ANNUAL LEAVE AND PUBLIC HOLIDAYS

In subclause (1) (a), insert the following new subparagraph (vi):

"(vi) commencing at 17:00 on 18 December 1992 and ending at 07:00 on 11 January 1993."

9. CLAUSE 17: WAGES

Substitute the following for subclause (1):

"(1) (a) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Area 'A' only</th>
<th>Area 'B' only</th>
<th>Area 'C' only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R Per hour</td>
<td>R Per hour</td>
<td>R Per hour</td>
</tr>
<tr>
<td>(b) Cleaners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) (i) General workers</td>
<td>2.14</td>
<td>2.14</td>
<td>1.60</td>
</tr>
<tr>
<td>(ii) Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R5.00 per week extra.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Watchman—full-time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Learner artisans, carpet layers and waterproofers serving under contract of apprenticeship registered with the Council:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) First year</td>
<td>2.95</td>
<td>2.95</td>
<td>2.17</td>
</tr>
<tr>
<td>(ii) Second year</td>
<td>3.39</td>
<td>3.39</td>
<td>2.41</td>
</tr>
<tr>
<td>(iii) Third year</td>
<td>3.77</td>
<td>3.77</td>
<td>2.66</td>
</tr>
<tr>
<td>(iv) Fourth year</td>
<td>4.60</td>
<td>4.60</td>
<td>3.07</td>
</tr>
<tr>
<td>(f) Drivvers: Plant operators: Drivers of motor vehicles or operators of power driven plant which require the driver or operator to be in possession of a —</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Code 12 or 14 licence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Code 10 or 11 licence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii) Code 1-8 licence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Jionery assemblers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h) Assistant artisans, block layers, workshop machine operators</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Artisans, painters, glazers, waterproofers and carpet layers:</td>
<td></td>
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</tr>
<tr>
<td>(ii) Artisans engaged in the performance of skilled work in all trades, including ceiling and fitting, and all partition works, partition, floor layers, motor and plant mechanics, and joinery and turnery, but excluding painters, glazers, waterproofers and carpet layers:</td>
<td></td>
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<tr>
<td>(j) Craftsmen Grade 2 in all trades:</td>
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<tr>
<td>(k) Craftsmen Grade 1 in all trades and foremen:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(l) Apprentices</td>
<td>5.09</td>
<td>5.99</td>
<td>4.11</td>
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<td>7.38</td>
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<td>5.18</td>
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<td>7.93</td>
<td>7.93</td>
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<td>3.39</td>
<td>3.39</td>
<td>2.41</td>
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</tbody>
</table>

8. KLOUSU16: JAARLIKE VERLOF EN OPENBARE VAKANSIEDAE

In subklausule (1) (a), voeg die volgende nuwe subparaagraaf (vii) in na subparaagraaf (vi):

"(vii) wat om 17:00 op 18 Desember 1992 begin en om 07:00 op 11 Januarie 1993 eindig."

KLOUSULE 17: LONE

Vergelyk subklausule (1) deur die volgende:

"(1) (a) Behoudens die ander bepalinge van hierdie klausule, mag geen loon wat langer as die volgende deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

As from 1 November 1992

<table>
<thead>
<tr>
<th>Werknemerskategorie</th>
<th>Net area 'A'</th>
<th>Net area 'B'</th>
<th>Net area 'C'</th>
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</thead>
<tbody>
<tr>
<td>(b) Skoombakers</td>
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<tr>
<td>(c) (i) Algemene werkers</td>
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<td>2.14</td>
<td>2.14</td>
<td>1.60</td>
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<tr>
<td></td>
<td>2.95</td>
<td>2.95</td>
<td>1.95</td>
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</tbody>
</table>
4. CLAUSE 6: REGISTRATION OF EMPLOYEES

In subclause (3) substitute the term "Workshop Machine Operators" for the term "Machine Operators" wherever the latter term is used.

5. CLAUSE 13: TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

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

"(b) suitable sleeping accommodation, free of charge to the employee, in proximity to the place of work and an allowance of R7,50 in case of all employees for whom wages are prescribed in this Agreement, in lieu thereof in respect of every night such employee spends away from his ordinary place of residence."

6. CLAUSE 14: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

Substitute the following for subclause (7):

"(7) Payment for overtime: An employer shall pay an employee, who works overtime at a rate of not less than—

(a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;

(b) in respect of overtime worked—

(i) in excess of one hour daily on Monday to Thursdays inclusive;

(ii) on Fridays;

(iii) on Saturdays prior to 17:00;

one and a half times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week, subject however, to the employee having worked 44 hours, Monday to Saturday (inclusive), during the specific pay-week; if the employee has worked less than 44 hours during the specific pay-week, irrespective whether the time was worked on a normal working day during the week or on a Saturday, the aforementioned overtime wages will not be applicable;

(c) in respect of overtime worked—

(i) after 17:00 on Saturdays;

(ii) on Sundays and up to the normal starting time on Mondays;

(iii) on the public holidays referred to in clause 16 (1) (b);

(iv) during the leave periods prescribed in clause 16 (1) (a);

two times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week."

7. Insert the following new clause 14A:

"14A: TRIAL PERIOD OF EMPLOYEES

(1) All employees for whom wages are prescribed in clause 17 (1) of this Agreement, but excluding the employees referred to in clause 17 (1) (d), (g), (h), (i), (j), (k) and (l), shall upon employment in the industry with any employer engaged in the Industry, be subject to a trial period of 44 working hours, not necessarily consecutive.

(ii) Die gemelde bedrae moet ingesluit word in die Raad se voorgeskrewe Boyonwerkeheidsraadsels en elke onderskeie werkgever se loomwaarsk dog moet weeklik individueel gekrediteer word met die bydraes wat betaal word.

(iii) Die bedrae bedoel in hierdie paragraf moet deur die betrokke werkgever betaal word net totdat hy 'n loomwaarborg soos voorgeskryf in paragrawe (a) en (b) hiervan, verskaf het."

3. Vervang in subklusule (7) (d) die uitdrukking "R500" deur die uitdrukking "R2 000".

4. KLOUSALE 8: REGISTRASIE VAN WERKNUMERS

Vervang in subklusule (3) die term "Masjienbedieners" deur die term "Werkswinkel-Masjienbedieners", waar laasgenoemde term gebruik word.

5. KLOUSALE 13: VERVOER, LOPOTDY- EN LOSISTOEILAE

Vervang paragraaf (a) van subklusule (1) deur die volgende:

"(a) geskikte slaapakk, kostelloos vir die werknemer, in die nabijheid van die werkplek en 'n toilee van R7,50 in die geval van al die werknemers vir wie lene in hierdie Ooreenkoms voorgeskryf word;

in plaas daarvan ten opsigtie van elke dag wat sodanige werknemer weg van sy gewone woonplek af deurbring."

6. KLOUSALE 14: WERKRE, GEWONE EN OORTDY- EN BETALING VIR OORTDYWERK

Vervang subklusule (7) deur die volgende:

"(7) Betaling vir oortydwerk: 'n Werkgever moet 'n werknemer wat oortydwerk verrig, betaal teen minstens—

(a) ten opsigtie van oortydwerk van hoogstens een uur daagliks op Maandag tot en met Donderdag, sy loon plus alle toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week werk;

(b) vir oortydwerk verrig—

(i) vier keer as een uur daagliks op Maandag tot en met Donderdag;

(ii) op Vrydag;

(iii) op Saterdag voor 17:00;

een en 'n half maal sy uurloon plus toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week werk het, maar onderwening daaraan dat die werknemer 44 uur vanaf Maandag tot en met Saterdag gedurende die gesp吉efie betaal- week werk het; indien die werknemer minder as 44 uur in die gesp吉efie betaalweek werk het, ongeëig of die tyd op 'n gewone werkdag gedurende die week of op 'n Saterdag werk is, is die voormelde oortydloon nie van toepassing nie.

(c) vir oortydwerk verrig—

(i) na 17:00 op Saterdag;

(ii) op Sondag en tot by die normale aanvangstyd op Maandag;

(iii) op die openbare vakansiedae in klasule 18 (1) (b) vermeld;

(iv) gedurende die verlootydperke voorgeskryf in klasule 18 (1) (a);

twee maal sy uurloon plus toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week werk het."

7. Voeg die volgende nuwe klasule 14A in:

"14A: PROEFOTDYPERK VAN WERKNUMERS

(1) Alle werknemers vir wie lone voorgeskryf word in klasule 17 (1) van hierdie Ooreenkoms, maar uitgesonderde die werknemers bedoel in klasule 17 (1) (d), (g), (h), (i), (j), (k) en (l), is by indienstelling in die Nywerheid by 'n werkgever werkzaam in die Nywerheid onderskei aan 'n proefotdyperk van 44 werksuur, wat nie noodwendig opeenvolgend hoef te wees nie."
Building Workers’ Union
(hereinafter referred to as the “employees” or the “employers’ organisations”), of the one part, and the

Business Workers’ Union
(hereinafter referred to as the “werkgewers” or the “werkgewersorgani-sasies”), of the other part,

being the parties to the Building Industrial Council, North and West Boland,

to amend the Main Agreement published under Government Notice No. R. 3052 of 13 December 1991 (hereinafter referred to as the Re-enactment Agreement).

1. SCOPE OF APPLICATION

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

(a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers’ organisations and the trade union, respectively;

(b) in the Magisterial Districts of Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Ceres and Tulbagh.

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

(a) apply only to those classes of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 3052 of 13 December 1991;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Man-

power Training Act, 1981, or any conditions prescribed or gag notice served in terms thereof;

(c) not apply to university students and graduates in building science and construction supervisors, construction

surveyors and other such persons doing practical work in the completion of their academic training;

(d) not apply to general foremen;

(e) apply to labour-only contractors, working partners and working directors, principals and contractors.

2. CLAUSE 3—DEFINITIONS

(1) Delete the definition of “temporary general worker”.

3. CLAUSE 4: REGISTRATION OF EMPLOYERS

(1) In subclause (7) (b) substitute the expression “R2 000” for the expression “R500” and the expression “R4 000” for the expression “R1 000”.

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

“(7) (c) (i) Notwithstanding anything to the contrary contained in this clause, all employers in the Industry who have applied for registration as employers with the Council in terms of this clause, but who have failed to or are not able to furnish the wage guarantee prescribed in paragraphs (a) and (b) above, shall every week pay to the Council an amount of R5,00 in respect of every arti-

san and craftsmen for whom wages are prescribed in clause 17 (1) (h), (i), (j) and (k) and R2,50 in respect of every other employee for whom wages are prescribed in clause 17 (1) (b), (c), (d), (e), (f), (g) and (l) of this Agreement, who have been in his employ for that week and have qualified to receive a Building Industrial Council stamp for that specific week from the said employer.

(hierna die “werkgewers” of die “werkgewersorgani-sasies” genoem), aan die een kant, en die

Building Workers’ Union
(hierna die “werkners” of die “vakvereniging” genoem), aan die ander kant,

wat die partye is by die Bounywerheidsraad, Noord- en Wes-

Boland,

tot wysiging van die Hooflooreenkoms gepublisieer by Goewermentskenningsgew No. R. 3052 van 13 Desem-

ber 1991 (hierna die Herbekraggingslooreenkoms genoem).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers en alle werkners wat by die Bounywerheid betrokke of daarin werkserk is en wat lede is van onderskeidelik die werk-

gewersorgani-sasies en die vakvereniging;

(b) in die landkroondistrikte Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Ceres en Tul-

bagh.

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

(a) van toepassing slegs op dié klasse werkners wat vir lene voorgeskryf is in die Ooreenkoms gepublisieer by Goewermentskenningsgew No. R. 3052 van 13 De-

seberm 1991;

(b) van toepassing op vak leerlinge en kwakeklinge slegs vir sover dit nie strijdig is met die Wet op Mannekrag-

opleiding, 1981, of met voorwaardes of kenningewings wat daartegelyk voorgeskryf of bestel is nie;

(c) nie van toepassing nie op universiteitstudente en ge-

gradueerdes in die bouwetenskap en konstruktiesoe-

ghouers, konstruktieometers en ander persone wat besig is met praktiese werk ter voortoening van hul akad-

emi-sche opleiding;

(d) nie van toepassing op algemene voorname nie;

(e) van toepassing op slegs-arbeid-contrakateurs, wer-

kende vennotte en werkende direkteurs, prinsepale en aan-

nemers.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Skrap die woordomskrywing van “tydelike algemene werker”.

3. KLOUSULE 4: REGISTRASIE VAN WERKGEWERS

(1) Vervang in subklausule (7) (b) die uitdrukking “R500” deur die uitdrukking “R2 000” en die uitdrukking “R1 000” deur die uitdrukking “R4 000”.

(2) Vervang subklausule (7) (c) deur die volgende:

“(7) (c) (i) Ondanks andersluidende bepaalings in hier-

die klausule moet alle werkgewers in die Nywerheid wat kragtens hierdie klausule by die Raad aansoek gedoen het om registrasie as werkgewer, maar wat versuim het om die loonbaarheg voorgeskryf in paragrafe (a) en (b) hierbo te verskaf, of nie in staat is om die loonbaarheg te verskaf nie, weeklik die bedrag van R5,00 aan die Raad betaal ten opsigte van elke ambagsman en val-

man vir lene voorgeskryf word in klausule 17 (1) (h), (i), (j) en (k) en R2,50 ten opsigte van elke ander werk-

ner vir lene voorgeskryf word in klausule 17 (1) (b), (c), (d), (e), (f), (g) en (l) van hierdie Ooreenkoms, en wat gedurende daardie week in tyd diens was en gekwalifi-

sate het om ’n Bounywerheidsraadseel vir die spesi-

fieke week van die betrokke werkgewer te ontvang.
LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: EXTENSION OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notice No. R. 3052 of 13 December 1991, by a further period ending 12 February 1994.

G. M. E. CARELSE,
Deputy Minister of Manpower.

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 2 November 1992 and for the period ending 12 February 1994, upon the employers’ organisations and the trade union which entered into the Amending 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 Amending Agreement, excluding those contained in clauses 1 (1) (a), 13, 14 and 16 shall be binding, with effect from 2 November 1992 and for the period ending 12 February 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND

AGREEMENT

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

Building Industries Association North Boland
and the
Bou Industrieë Assosiasie Wes-Boland

WET OP ARBEIDSVERHOUINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND: VERLENGING VAN HOOFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewing R. 3052 van 13 Desember 1991, met 'n verdere tydperk wat op 12 Februarie 1994 eindig.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

WET OP ARBEIDSVERHOUINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND: WYSIGING VAN HOOFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkom (hierna die Wysigingsooroenkoms 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 2 November 1992 en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooroenkoms 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 bepalinge van die Wysigingsooroenkoms, uitgesonder die vervat in klausules 1 (1) (a), 13, 14 en 16 met ingang van 2 November 1992 en vir die tydperk wat op 12 Februarie 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 klausule 1 van die Wysigingsooroenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND

OOREENKOMS

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

Building Industries Association North Boland en die
Bou Industrieë Assosiasie Wes-Boland
(iii) clause 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) and (l) of the Main Agreement, an allowance of 50 cents
in respect of every hour worked by such employees, which amount shall cover payment of the employee's contribution to the Fund.

(b) In addition to any other remuneration payable in terms of the Main Agreement, an employer shall pay each employee for whom wages are prescribed in Area 'C' in—
(i) clause 17 (1) (b) of the Main Agreement, an allowance of 17 cents;
(ii) clause 17 (1) (c) of the Main Agreement, an allowance of 17 cents;
(iii) clause 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) and (l) of the Main Agreement, an allowance of 38 cents.

In respect of every hour worked by such employee, which amount shall cover payment of the employee's contribution to the Fund.

(c) The allowances referred to in paragraph (a) and (b) shall be paid only where such employee has worked for 20 hours or more in any week for the same employer, and shall be payable for not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(d) The allowances referred to in paragraph (a) and (b) shall not be payable where such employee has worked for less than 20 hours in any week for the same employer.

(2) Substitute the following for subclause (2):
"(2) Contributions: (a) Every employer shall on each pay-day deduct from the remuneration due each week to each employee referred to in Area "A" and "B" in—
(i) subclause (1) (a) (i), the amount of R22,00;
(ii) subclause (1) (a) (ii), the amount of R9,68;
(iii) subclause (1) (a) (iii), the amount of R22,00;
and pay such amount, as the employee's contribution to the Fund, to the Council each week.

(b) Every employer shall on each pay-day deduct from the remuneration due each week to each employee referred to in Area "C" in—
(i) subclause (1) (b) (i), the amount of R7,48;
(ii) subclause (1) (b) (ii), the amount of R7,48;
(iii) subclause (1) (b) (iii), the amount of R16,72;
and pay such amount, as the employee's contribution to the Fund, to the Council each week.

(c) The contributions referred to in paragraphs (a) and (b) shall be deducted from an employee's wage only where such employee has worked for 20 hours or more in any week for the same employer, and where an employee has been employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed for 20 hours or more.".

Signed on behalf of the parties, this 21st day of July 1992.

P. J. DE WET,
Councillor.

H. K. VAN WEST,
Vice-Chairman.

N. J. KRUGER,
Secretary.

(iii) klousule 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) en (l) van die Hoofoorloonskoms, 'n toelaas van 50 sent, betaal ten opsigte van elke uur deur sodanige werknemer gewerk, welke bedrag die betaling van die werknemer se bydrae tot die Fonds moet dek.

(b) Benewens ander besoldiging wat ingevoeg die Hoofoorloonskoms betaalbaar is, moet 'n werkgewer aan elke werknemer vir wie lone in Gebied 'C' voorgeskryf word by—
(i) klousule 17 (1) (b) van die Hoofoorloonskoms, 'n toelaas van 17 sent;
(ii) klousule 17 (1) (c) van die Hoofoorloonskoms, 'n toelaas van 17 sent;
(iii) klousule 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) en (l) van die Hoofoorloonskoms, 'n toelaas van 38 sent, betaal ten opsigte van elke uur deur sodanige werknemer gewerk, welke bedrag die betaling van die werknemer se bydrae tot die fonds moet dek.

(c) Die tieners in paragraaf (a) en (b) bedoel, word betaal slegs indien sodanige werknemer 20 uur of langer in enige week vir dieselfde werkgever gewerk het, en is vir hoogstens 44 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydse werk is.

(d) Die tieners in paragraaf (a) en (b) bedoel, is nie betaalbaar nie indien sodanige werknemer minder as 20 uur in enige week vir dieselfde werkgever gewerk het.".

(2) Vervang subklousule (2) deur die volgende:
"(2) Bydraes: (a) Elke werkgever moet op elke betaaldag van die besoldiging wat elke week verskuldig is aan elke werknemer bedoel in Gebied 'A' en 'B' in—
(i) subklousule 17 (1) (a) (i), die bedrag van R22,00;
(ii) subklousule 17 (1) (a) (ii), die bedrag van R9,68;
(iii) subklousule 17 (1) (a) (iii), die bedrag van R22,00;
af trek en sodanige bedrag, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal.

(b) Elke werkgever moet op elke betaaldag van die besoldiging wat elke week verskuldig is aan elke werknemer bedoel in Gebied 'C' in—
(i) subklousule 17 (1) (b) (i), die bedrag van R7,48;
(ii) subklousule 17 (1) (b) (ii), die bedrag van R7,48;
(iii) subklousule 17 (1) (b) (iii), die bedrag van R16,72;
af trek en sodanige bedrag, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal.

(c) Die bydraes in paragraaf (a) en (b) bedoel, moet van 'n werknemer se loon algetrek word slegs indien sodanige werknemer 20 uur of langer in enige week vir dieselfde werkgever gewerk het, en indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste 20 uur of langer in diens was.".

Namens die partye, op hede die 21ste dag van Julie 1992 onderteken.

P. J. DE WET,
Raadslid.

H. K. VAN WEST,
Ondervoorsitter.

N. J. KRUGER,
Sekretaris.
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 2 November 1992 and for the period ending 12 February 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND
MEDICAL AID FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the
Building Industries Association North Boland
and the
Bou Industrieë Assosiasie Wes-Boland
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
Building Workers' Union
(hereinafter referred to as the "employees" or the "the trade union"), of the other part,
being the parties to the Building Industrial Council, North and West Boland,
to amend the Medical Aid Fund Agreement published under Government Notice No. R. 3144 of 20 December 1991 (hereinafter referred to as the Re-enacting Agreement).

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Worcester, Vredenburg, Hopefield, Piketberg, Mooreneesburg, Ceres and Tulbagh.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only to employees for whom wages are prescribed in clause 17 (1) (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) and (l) of the Main Agreement.

2. CLAUSE 9 OF THE FORMER AGREEMENT: CONTRIBUTIONS

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

"(1) Allowances: (a) In addition to any other remuneration payable in terms of the Main Agreement, an employer shall pay each employee for whom wages are prescribed in Areas 'A' and 'B' in—

(i) clause 17 (1) (b) of the Main Agreement, an allowance of 50 cents;

(ii) clause 17 (1) (c) of the Main Agreement, an allowance of 22 cents;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingscorenkom, uitgesonder dit vervat in klousule 1 (1) (a), met ingang van 2 November 1992 en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dit 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 Wysigingscorenkom gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannelkrag.

BYLAE
BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND
OOREENKOMS VIR DIE MEDISEE HULPFONDS
corenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die
Building Industries Association North Boland
en die
Bou Industrieë Assosiasie Wes-Boland
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die eeu kant, en die
Building Workers' Union
(hierna die "warknemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland,
tot wysiging van die ooreenkom vir die Mediese Hulpfonds gepubliseer by Goewermentskennisgewing No. R. 3144 van 20 Desembre 1991 (hierna die Herbekragtigingscorenkom genoem).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkom moet in die Bounywerheid nagekom word—

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

(b) in die landdrosdistrikte Worcester, Vredenburg, Hopefield, Piketberg, Mooreneesburg, Ceres en Tulbagh.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkom van toepassing slegs op werknemers vir wie lote voorgekrys word in klousule 17 (1) (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) en (l) van die Hooiooreenkom.

2. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS: BYDRAES

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

"(1) Toelases: (a) Benevens ander besoldiging wat ingevolge die Hooiooreenkom betaalbaar is, moet 'n werkgewer aan elke werknemer vir wie lote in Gebiede 'A' en 'B' voorgekry word by—

(i) klousule 17 (1) (b) van die Hooiooreenkom, 'n toelae van 50 sent;

(ii) klousule 17 (1) (c) van die Hooiooreenkom, 'n toelae van 22 sent;
LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS: EXTENSION OF AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: EXTENSION OF MEDICAL AID FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the period fixed in Government Notice R. 3144 of 20 December 1991, by a further period ending 12 February 1994.

G. M. E. CARELSE,
Deputy Minister of Manpower.

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: AMENDMENT OF MEDICAL AID FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 2 November 1992 and for the period ending 12 February 1994, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

---

No. R. 3036 30 October 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS: EXTENSION OF AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NOORD- EN WES-BOLAND: VERLENGING VAN MEDIÈSE HULPFONDSOORENKOMS


G. M. E. CARELSE,
Adjunkminister van Mannekrag.

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NOORD- WES-BOLAND: WYSIGING VAN MEDIËSE HULPFONDSOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister 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 2 November 1992 en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangaan en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
(3) Substitute the following for subclause (6) (a) and (b):

“(6) Sick benefits: (a) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick benefits in accordance with the following provisions:

(i) In a cycle of one year, commencing on 1 January every year, the following benefits shall be payable:
12 days at 75 per cent,
13 days at 50 per cent,
105 days at 33 per cent,
of the minimum basic wage prescribed.

(ii) Benefits shall be paid in respect of normal working days and in respect of the public holidays referred to in clause 16 (1) (b) of this Agreement, should the referred public holiday fall on a normal working day.

(iii) Notwithstanding the provisions of subparagraphs (i) and (ii), a member shall be entitled to benefits from the Fund only when he has been certified by a medical practitioner, unable to work owing to sickness of accident for two or more consecutive normal working days, and no benefits shall be paid in respect of the first day of such normal working days for which the member has been certified unable to work, with the proviso that if a member has been certified by a medical practitioner, unable to work for ten or more consecutive days, benefits shall retrospectively be paid in respect of the first day of such normal working days for which the member has been certified unable to work, as well.

For the purposes of this subclause, the public holidays referred to in clause 16 (1) (b) of this Agreement shall be deemed to be normal working days.

(b) An employee who is eligible for the benefits in paragraph (a) shall be entitled to receive from the Fund a stamp as prescribed in this Agreement for his category, for every period of four consecutive days which he is unable to work on account of sickness or injury. No stamp shall be issued in respect of the period of the official annual holiday recess.”

16 CLAUSE 32: SPECIAL MEMBERSHIP LEVY:
EMPLOYERS

In subclause (1) substitute the expression 60c for the expression 45c.

Signed on behalf of the parties, on this 21st day of July 1992.

P. J. DE WET,
Councillor.

H. K. VAN WEST,
Vice-Chairman.

N. J. KRUGER,
Secretary.

(3) Vervang subklusule (6) (a) en (b) deur die volgende:

“(6) Siektebystand: (a) 'n Lid wat weens siekte of 'n ongeluk nie sy werk kan vervol en van die oudersveldstof is geregte in die volgende bepalinge:

(i) In 'n siklus van een jaar, wat op 1 Januarie elke jaar 'n aanvang neem is die volgende bystand betaalbaar:
12 dae teen 75 persent,
13 dae teen 50 persent,
105 dae teen 33 persent,
van die minimum basiese voorgestrewe loon.

(ii) Bystand moet betaal word ten oppie van gewone werkdae en ten oppie van die openbare vakansiedae in klousule 16 (1) (b) van hierdie Ooreenkomst bedoel, indien bedoelde openbare vakansiedag op 'n gewone werkdag val.

(iii) Ondanks subparagraaf (i) en (ii) is 'n lid geregme op bystand voldoende om die fonds slegs wanneer 'n geneesheer gesertifiseer het dat hy twee of meer agtereenlopende gewone werkdae waens siekte of 'n ongeluk nie kan werk nie, en geen bystand word betaal ten oppie van die eerste dag van sodanige gewone werkdae ten oppie wat van geneesheer gesertifiseer is dat die lid nie kan werk nie, met die voorboud dat indien 'n geneesheer gesertifiseer het dat die lid vir tien of meer opeenlopende dae waens siekte of 'n ongeluk nie kan werk nie, die lid ook terugwerkend bystand moet ontvang vir die eerste dag van sodanige gewone werkdae wat hy as mediese ongeskik vir werk gesertifiseer is.

Vir die toepassing van hierdie subparagraaf word die openbare vakansiedae in klousule 16 (1) (b) van hierdie Ooreenkomst bedoel, geag gewone werkdae te wees.

(b) 'n Werknemer wat in aanmerking kom vir die bystand in paragraaf (a), is daarop geregme om van die fonds 'n seel te ontvang soos in die Ooreenkomst sy kategorie voorgekryf, vir elke tydperk van vier agtereenlopende dae waar hy as gevolg van siekte of besering nie kan werk nie. Geen seel word ten oppie van die tydperk van die amptelike jaarlikse bourses uitgereik nie.”

16 KLOUSULE 32: SPESIALE LIDMAATSAPHEFFING:
WERKGEWERS

In subklusule (1) vervang die uitdrukking 45c deur die uitdrukking 60c.


P. J. DE WET,
Raadslid.

H. K. VAN WEST,
Vise-Voorsitter.

N. J. KRUGER,
Sekretaris.
### Employee category

<table>
<thead>
<tr>
<th>Employee category</th>
<th>As from 1 November 1992</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Area &quot;A&quot; only</td>
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<tr>
<td></td>
<td>c</td>
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<td></td>
<td>Per hour</td>
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<tr>
<td>Employees for whom wages are prescribed in—</td>
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</tr>
<tr>
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</tr>
<tr>
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<tr>
<td>(iii) clause 17 (1) (d) i and (e) (ii)</td>
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<td>(iv) clause 17 (1) (d) ii, (e) (ii), (f) and (f)</td>
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<td>(v) clause 17 (1) (d) iii and (e) (i)</td>
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### Werknemerskategorie

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<th>Werknemers vir wie lene voorgeskryf word in—</th>
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<tbody>
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<td></td>
<td>c</td>
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<tr>
<td></td>
<td>Per uur</td>
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<td>4</td>
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<tr>
<td>(ii) klosule 17 (1) (c)</td>
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<tr>
<td>(iii) klosule 17 (1) (d) i en (e) (ii)</td>
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<tr>
<td>(iv) klosule 17 (1) (d) ii, (e) (ii), (f) en (f)</td>
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<tr>
<td>(v) klosule 17 (1) (d) iii en (e) (i)</td>
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<tr>
<td>(vi) klosule 17 (1) (d) iv en (g)</td>
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<tr>
<td>(vii) klosule 17 (1) (h)</td>
<td>11</td>
</tr>
<tr>
<td>(viii) klosule 17 (1) (i)</td>
<td>12</td>
</tr>
</tbody>
</table>

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

"(3) Contributions: (a) Every employer shall on each payday deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Fund each week:

(2) Vervang subklosule (3) (a) deur die volgende:

"(3) Bydraes: (a) Elke werkgever moet op elke betaaldag die bydra die bedrag hieronder vermeld, aftrek van die basiskag hierdie week aan elke lid van ondergenoemde klasse werknemers verskuldig is, en sodanige bydra elke week aan die Fonds betaal:

<table>
<thead>
<tr>
<th>Employee category</th>
<th>As from 1 November 1992</th>
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<tbody>
<tr>
<td></td>
<td>Area &quot;A&quot; only</td>
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<td></td>
<td>R</td>
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<td>Per week</td>
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<td>Employees for whom wages are prescribed in—</td>
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<tr>
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<td>(ii) clause 17 (1) (c)</td>
<td>1.76</td>
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<td>(iii) clause 17 (1) (d) i and (e) (ii)</td>
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<tr>
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<tr>
<td>(v) clause 17 (1) (d) iii en (e) (i)</td>
<td>2.64</td>
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<td>(vi) clause 17 (1) (d) iv en (g)</td>
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<tr>
<td>(viii) clause 17 (1) (i)</td>
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### Werknemerskategorie

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<td>Per week</td>
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<tr>
<td>(viii) klosule 17 (1) (i)</td>
<td>4.84</td>
</tr>
<tr>
<td>(ix) klosule 17 (1) (j)</td>
<td>5.28</td>
</tr>
</tbody>
</table>
### 13. Clause 29: Sick Benefit Deduction

In subclause (1), substitute the expression "R1,60" for the expression "R1,50".

### 14. Clause 30: Trade Union Subscriptions

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

"(2) (a) Every employer shall, in respect of every employee in his employ who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the following amount:

<table>
<thead>
<tr>
<th>Employee category</th>
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<tbody>
<tr>
<td></td>
<td>Area 'A' only</td>
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<td>(i) clause 17 (1) (b) and (c)</td>
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<td>(ii) clause 17 (1) (d), (e), (f), (g) and (h)</td>
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</tr>
</tbody>
</table>
| (iii) clause 17 (1) (i), (j), (k) and (l) | 2.68 | 2.68 | 2.10".

### 15. Clause 31: Sick Pay Fund for the Building Industry

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

"(2) Allowances: (a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay each member of the undermentioned classes of employees, in respect of every hour worked by such employees, the allowance specified heretofore, which amount shall cover payment of the employee's contribution to the Fund:

<table>
<thead>
<tr>
<th>Werknemerskategorie</th>
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</tr>
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<tbody>
<tr>
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<td>Net area 'A'</td>
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<td></td>
<td>R Per week</td>
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<td>(ii) clause 17 (1) (d), (e), (f), (g) en (l)</td>
<td>1.96</td>
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</tbody>
</table>
| (iii) clause 17 (1) (h), (i), (j) en (k) | 2.68 | 2.68 | 2.10".

### 15. Clause 31: Siekefonds vir die Bounywerheid

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

"(2) Toelaas: (a) Benewens ander besoldiging wat ingevolge die Ooreenkomst betaalbaar is, moet 'n werkgerwaan aan elke lid van ondergenoemde klasse werknermers ten opsigte van elke uur deur sodanige werknermer gewerk die toelaas betaal wat hieronder gespesifiseer word, welke bedrag die betaal van die werknermers se bydrae tot die Fonds moet dek:"
12. CLAUSE 28: PENSION- OR LIKE FUND

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

\[
\begin{array}{c}
\text{As from 1 November 1992} \\
\text{Area 'A' only} & \text{Area 'B' only} & \text{Area 'C' only} \\
\text{c Per hour} & \text{c Per hour} & \text{c Per hour} \\
\end{array}
\]

<table>
<thead>
<tr>
<th>Employees for whom wages are prescribed in—</th>
<th></th>
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<tbody>
<tr>
<td>(i) clause 17 (1) (b)</td>
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<td>118</td>
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</tbody>
</table>

12. KLOUSULE 28: PENSOEN- OF SOORTGELYKE FONDS

(1) Vervang subklausule (1) (a) deur die volgende:

\[
\begin{array}{c}
\text{Werknemerskategorie} \\
\text{Vanaf 1 November 1992} \\
\text{Net area 'A' only} & \text{Net area 'B' only} & \text{Net area 'C' only} \\
\text{c Per uur} & \text{c Per uur} & \text{c Per uur} \\
\end{array}
\]

<table>
<thead>
<tr>
<th>Werknemers vir wie lote voorgeskryf word in—</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) klausule 17 (1) (b)</td>
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<tr>
<td>(ii) klausule 17 (1) (c)</td>
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<tr>
<td>(iii) klausule 17 (1) (d) and (e) (ii)</td>
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</tr>
<tr>
<td>(x) klausule 17 (1) (k)</td>
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<td>118</td>
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</tbody>
</table>

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

\[
\begin{array}{c}
\text{Employees for whom wages are prescribed in—} \\
\text{As from 1 November 1992} \\
\text{Area 'A' only} & \text{Area 'B' only} & \text{Area 'C' only} \\
\text{R Per week} & \text{R Per week} & \text{R Per week} \\
\end{array}
\]

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<td>(x) clause 17 (1) (k)</td>
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</table>

(2) Vervang subklausule (2) (a) deur die volgende:

\[
\begin{array}{c}
\text{(2) Bydrae: (a) Elke werkgever moet op elke betaaldaag die bydrae hieronder vermeld, afrek van die besoldiging wat elke week aan elke lid van ondergeloemde klasse werknomers verskuldig is, en sodanige bydrae elke week aan die Raad betaal.
\]

\[
\begin{array}{c}
\text{As from 1 November 1992} \\
\text{Area 'A' only} & \text{Area 'B' only} & \text{Area 'C' only} \\
\text{R Per week} & \text{R Per week} & \text{R Per week} \\
\end{array}
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<td>32,56</td>
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(2) Substitute the following for subclause (3): **"(3) Contributions: (a) Every employer shall on each payday deduct from the remuneration due every week to each member of the aforementioned classes of employees the contribution specified hereunder and pay such contribution to the Council each week."**

(2) Vervang subklousule (3) deur die volgende: **"(3) Bydrae: (a) Elke werkgever moet op elke betaaldag die bedrag hieronder vermeide aftrek, van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werkpersone verskuldig is, aan sodanige bydrae elke week aan die Raad betaal.

### Employee category (33)

<table>
<thead>
<tr>
<th>Area 'A' only</th>
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<th>Area 'C' only</th>
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### Werknemerskategorie

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<td>(ix) klousule 17 (1) (j)</td>
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<td>(x) klousule 17 (1) (k)</td>
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</table>
11. CLAUSE 27: HOLIDAY FUND AND LEAVE PAY AND STABILISATION FUND

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

"(1) Holiday Fund: In addition to any other remuneration payable in terms of this Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which shall cover payment in respect of the annual leave period mentioned in clause 18 (1) (a) as well as the public holidays referred to in clause 18 (1) (b):"

11. KLOUSALE 27: VAKANSIEFONDS EN VERLOFBE-TALING EN STABILISASIEFONDS

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

"(1) Vakansiefonds: "Bewens ander besoeding wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondernemende klasse werknemers ten opsigte van elke uur deur sodanige werknemer gewerk die toelaer hieronder gespesifiseer, betaal, wat voorziens moet maak vir betaal in die op- sigte van die jaarlike verlofperk in klausule 16 (1) (a) bedoel, sowel as die openbare vakansiedae in klausule 16 (1) (b) bedoel:"

<table>
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<th>Area 'C' only</th>
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<td>c 13</td>
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<td>c 16</td>
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<td>c 18</td>
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<td>c 38</td>
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<td>c 34</td>
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<td>—</td>
<td>c 42</td>
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<td>c 65</td>
<td>c 46</td>
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<td>guaging trowel</td>
<td>1</td>
<td>skroewedraaiers (stel):</td>
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<tr>
<td>multi-grip, 300 mm</td>
<td>1</td>
<td>groot met plat punt</td>
<td>1</td>
</tr>
<tr>
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<td>1</td>
<td>medium met plat punt</td>
<td>1</td>
</tr>
<tr>
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<td>klein met plat punt</td>
<td>1</td>
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<tr>
<td>moment tube cutter</td>
<td>1</td>
<td>klein met sternut</td>
<td>1</td>
</tr>
<tr>
<td>nylon line, 30 m</td>
<td>2</td>
<td>slaglym</td>
<td>1</td>
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<tr>
<td>pencil (hard)</td>
<td>2</td>
<td>slaglynnrkg, 30 g</td>
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<tr>
<td>pipe level, 20 m</td>
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<td>sleutelaatsaag</td>
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<td>rasp, 250 mm</td>
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<td>soldeerbout</td>
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<tr>
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<td>1</td>
<td>spons, 100 x 100 x 75 mm</td>
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<tr>
<td>vice grip, 250 mm</td>
<td>1</td>
<td>staalbore</td>
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<td>screwdrivers (set):</td>
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<td>4 mm</td>
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<tr>
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<td>6 mm</td>
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<tr>
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<td>chalk refill, 30 g</td>
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<td>1</td>
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<td>keyhole saw</td>
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<td>staalwinkelhake</td>
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<tr>
<td>soldering iron</td>
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<td>3 mm</td>
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</tr>
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</tr>
<tr>
<td>8 mm</td>
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<td>12 mm</td>
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<td>groot driehoek</td>
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<td>waterpompertang</td>
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<td>200 mm</td>
<td>1</td>
<td>ystersaaglemme</td>
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<tr>
<td>400 mm</td>
<td>1</td>
<td>fyn</td>
<td>2</td>
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</tr>
<tr>
<td>large round</td>
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<td>small triangle</td>
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<td>small round</td>
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<td></td>
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<tr>
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<td>2</td>
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</table>

(5) Every employee for whom wages are prescribed in clause 17 (1) (d) (iii) and (iv), (f), (g), (h), (i), (j), (k) and (l) shall be required to provide his own toolbox, which is capable of being properly and securely locked, in which he shall store all his tools other than those which because of their length, shape or size are not normally stored in such toolboxes, whenever such tools are not in use.

(6) Employers shall supply in good order and condition grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.
<table>
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<tr>
<td>interior sharp</td>
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</tr>
<tr>
<td>exterior round</td>
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<td>300 x 150 mm</td>
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<td>plastering hawk</td>
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<td>1</td>
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<tr>
<td>clean overalls</td>
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<tr>
<td>gumbelts</td>
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<td>concrete bits (set):</td>
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<tr>
<td>timman's shears</td>
<td>1</td>
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<tr>
<td>stillson wrench, 450 mm</td>
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<tr>
<td>ball-pane hammer, 680 g</td>
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<tr>
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<tr>
<td>bending machine</td>
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<tr>
<td>wire brush</td>
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<td>1</td>
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<tr>
<td>hand drill</td>
<td>1</td>
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<tr>
<td>wood chisel, 25 mm</td>
<td>1</td>
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<tr>
<td>sleeveing tools:</td>
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<td>16 mm</td>
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<td>wood bits (set):</td>
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<td>ripsaw</td>
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<td>pincers</td>
<td>1</td>
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<tr>
<td>combination pliers, 250 mm</td>
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<tr>
<td>combination square</td>
<td>1</td>
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<tr>
<td>continental hammer, 500 g</td>
<td>1</td>
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<td>block brush</td>
<td>1</td>
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<td>cold chisels:</td>
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<td>measuring tapes:</td>
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<td>30 m</td>
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<td>Description</td>
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<td>32</td>
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<tr>
<td>6 mm</td>
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<td>wood bits (set):</td>
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<td>ripsaw</td>
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<td>claw hammer</td>
<td>1</td>
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<td>tommy bar</td>
<td>1</td>
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<tr>
<td>pliers</td>
<td>1</td>
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<tr>
<td>continental hammer 500 g</td>
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<td>cold chisels:</td>
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<td>13 mm</td>
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<tr>
<td>marking gauge (double pin)</td>
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<tr>
<td>measuring tapes:</td>
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<td>5 m</td>
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<td>30 m</td>
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<tr>
<td>club hammer, 2 kg</td>
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<tr>
<td>nylon line, 30 m</td>
<td>2</td>
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<tr>
<td>oil can</td>
<td>1</td>
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<tr>
<td>oil stone (combination)</td>
<td>1</td>
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<tr>
<td>bolly brace</td>
<td>1</td>
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<tr>
<td>pencil (soft)</td>
<td>2</td>
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<tr>
<td>pipe level, 20 m</td>
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<tr>
<td>rasp, 250 mm</td>
<td>1</td>
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<tr>
<td>back saw</td>
<td>1</td>
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<tr>
<td>saw set</td>
<td>1</td>
</tr>
<tr>
<td>plane no. 4</td>
<td>1</td>
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<tr>
<td>vice grip, 250 mm</td>
<td>1</td>
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<tr>
<td>screwdrivers (set):</td>
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<tr>
<td>large with flat point</td>
<td>1</td>
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<tr>
<td>medium with flat point</td>
<td>1</td>
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<tr>
<td>small with flat point</td>
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<td>large with star point</td>
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<td>medium with star point</td>
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<td>small with star point</td>
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<tr>
<td>joiners hammer</td>
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<tr>
<td>slide clamps, ± 900 mm</td>
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<tr>
<td>chalk line</td>
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<tr>
<td>chalk refill, 30 g</td>
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<tr>
<td>keyhole saw</td>
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<tr>
<td>nail punch</td>
<td>1</td>
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<td>nail bag</td>
<td>1</td>
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<tr>
<td>steel drills (set):</td>
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<td>3 mm</td>
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<tr>
<td>steel squares:</td>
<td>1</td>
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<tr>
<td>150 x 100 mm</td>
<td>1</td>
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<tr>
<td>300 x 450 mm</td>
<td>1</td>
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<tr>
<td>brick bolster</td>
<td>1</td>
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<tr>
<td>adjustable square</td>
<td>1</td>
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<tr>
<td>carpet knife</td>
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Lost City is fast becoming an SA construction sector legend. After marveling at the vision and grandeur, the usual reaction is to ask in wonder: "Who built this place?"

Well, Stocks Group companies built it in the region of R350 million worth of contract, including the 359-room Palace Hotel, the Valley of the Waves and Day Visitor's Centre, the underground parking areas and finally the golf clubhouse.

And they did it in about 22 months.

The firm's association with Sun International visionary Sol Kerzner on resort hotels goes back to 1977 and the Mmabatho Sun, the first in a fast-track wave of successes.

In mid-1978 the focus moved to what is today Sun City — then bare veld with no running water, no communications, no facilities. It was finished by November 1979. Then came the Cabanas, the Cascades hotel and finally the Big One, the magnificent Palace, its gardens, pools, terraces, restaurants and the Valley of the Waves.

Stocks executives Johan Brink and Mark Vinjevold have had day-to-day responsibility for the work for more than two years; right from the pre-planning stage. They were assisted with day and night contributions by John McKee and Kelvin Theron who had been involved in the construction of every hotel in the valley since 1978.

About 6 500 workers were on site at peak. For its part, Stocks followed its traditional policy of ensuring that local job opportunities were maximised. The company has employed local labour on its Pilansberg projects since 1978. In 1979, in conjunction with the Bophuthatswana government, it set up a training school in Mmabatho.

This school has fed trained workers to Sun City, the Cascades and now Lost City.

The centre-piece of the project is the Palace, with its 25 hectares of instant jungle. It was handed over in great shape at the end of October. Final challenges were right outside the Palace's front door. The entrance feature was decided at a very late stage — a strikingly beautiful fountain with six outsize sculptureddable heads mounted on cas bronze pedestals.

No problem, said Johan Brink. This mini R1 million contract took eight weeks: from concept to completion.
Stocks has worked for so long with the client and outside consultants on constantly evolving concepts that flexibility is now inbred.

The underground car-park, for example, was a relatively late addition to Stocks’ contract. The basement cuts into solid rock. There’s room for 300 vehicles — yet Stocks crews finished the job in a little over six months.

About 37 000 cubic metres of concrete was poured into the Palace alone, and 25 000 cubic metres had been poured by June of last year — just five months after Stocks Construction Bophuthatswana went to work!

Stocks Bophuthatswana managing director Ken Watters considers it one of the most testing precast jobs undertaken on the continent.

And spare a thought for another team of Stocks professionals — Garth Whittaker and his Stocks Electrical team.

Most people dazzled by the exuberant visual effects at the Jean-Michel Jarre opening believed it was the first performance with lights at Lost City.

It was the second. The first “show” was the display of expertise put on by Whittaker and team plus a “cast” of designers and consultants.

Bart Dorrestein, deputy chairman of the Stocks Group, said: “Co-ordination was a major challenge. Together with the professional team led by Schenck Israelite & Partners, we had to become involved in the programming of suppliers and local contractors, and the monitoring the quality of output at local factories.

“When you work with Sol Kerzner you work with a perfectionist. He has the vision. You have to make it happen. You have to perform.

“We derive great satisfaction from that. But as you walked around the site on the final days of the job, you sensed the sadness. The teams felt elated during the work; now they feel saddened because one of the best teams ever put together to tackle a contract will be splitting up. “There will never again be a job quite like this one.”

For further information, please telephone (011) 806-4200.
Civil engineers plan 30 000 jobs

CIVIL engineers plan to replace the more than 30 000 jobs lost in their industry during the past two recession years with labour-intensive construction schemes on government contracts.

Government contracts constituted about 70% of the civil engineering industry's average turnover of R3bn a year, said SA Federation of Civil Engineering Contractors (Safeco) director William Vance.

He pointed out that the scheme was not a solution to SA's entire employment problem, but could be a means to create between 30 000 to 40 000 new jobs.

Industry employment dropped to about 60 000 from nearly 95 000 two years ago because of recession and government spending cutbacks.

In the third-quarter of 1992, 2 500 jobs were lost, with contract prices described as 'suicidal' in the battle to get what little work was available.

Vance said if the average labour content on projects could be increased to 30% from a norm of between 17% and 20%, based on industry turnover, an additional R300m a year could be distributed to the community through employment.

Government resolved to take positive action and the Transport Department had already made R250m available for labour-based construction contracts.

However, talks were still under way with trade unions to address the issue of lowering the minimum wage and linking this to productivity, Vance said.

The success of labour-intensive construction depended on long-term forward planning and continuing commitment to funding from government while projects needed to be economically viable, taking into account wage levels and general reimbursement requirements.

Only suitable projects should be considered and contractors would submit two contract tenders reflecting premium or discounts offered by labour intensive construction and by conventional construction methods.

Payment towards labour had to be linked to productivity to prevent projects from becoming handouts to the community. Design and specifications in the tender document needed to be sufficiently flexible so that all tenderers had equal opportunities.

A labour-intensive pilot township development at Crossroads in the Cape was underway as were various other projects in KwaZulu and Natal. The scheme had proved successful in a great number of other African countries, Vance said.
Payouts to Transvaal building workers rocket

ROY COKAYNE
Weekend Argus Correspondent

PRETORIA. — Unemployment and fringe benefit payouts to the building industry in the Transvaal have rocketed by 2,756 percent in the past two years.

The number of registered unemployed skilled and semi-skilled employees in the Transvaal building industry has also increased by 2,121 percent in the same period.

Employment in the province's industry has dropped by 26 percent or 15,230 people in the same period, according to statistics supplied by the Industrial Council for the building industry in the Transvaal.

General secretary Wynand Stapelberg said 2,066 skilled employees were registered as unemployed compared with 250 at the same time last year, and 98 in 1990.

Unemployment and fringe benefits paid out escalated from R56,900 in 1990 to R675,641 last year and R1,622,540 this year.

This represents a 140 percent increase in unemployment and fringe benefit payouts between last year and this year.

The figures are for the nine-month period between January and September in each of the years.

A total of 44,029 employees in the Transvaal building industry go on their annual month-long holiday this week and will get R32,9 million in holiday pay and bonuses.

By comparison, 49,558 Transvaal building industry employees got R30,98 million holiday pay and bonuses last year and 50,259 got R39,6 million in 1990.

Mr Stapelberg admitted prospects of an improvement in the industry next year were bleak.

He warned of possible disastrous consequences because of the refusal of the largely black general workers' union, the Construction & Allied Workers' Union (Cawu), to sign a recently agreed wage agreement.

Mr Stapelberg said Cawu, the Amalgamated Union of Building Trade Workers (AUBTW) and the White Builders Union (WBU) had all reached agreement with employers on wage increases for next year.

□ NEW BUILDINGS:
The first tenants of Old Mutual Properties' R14 million Montague Gardens Industrial Park, Fasson Products, move in next month.

Fourteen factory or warehouse units have been built on the corner of Link Road and Montague Drive. The warehouses have storage space up to six metres and roller shutter doors.

OM Properties is also putting the finishing touches to its R9 million Omupark in Epping where 14,000 square metres of space is to be let in units of 500 to 3,600 square metres. Rentals are from R9 a square metre.
100 000 formal sector jobs lost in painful '92

By Thabo Leshilo
Labour Reporter

Close to 100 000 formal sector jobs were lost during 1992 and workers experienced a sharp decline in real wages, experts have told The Star.

The South African Chamber of Commerce put the number of jobs lost in the private sector at 85 000 and the public sector at 57 000 by the second half of this year.

A spokesman said the mining industry shed 20 000 jobs, manufacturing 35 000, construction 10 000, commerce 3 500 while the service sector, which includes finance, banks and insurance, employed 2 220 more people.

Steel and Engineering Industries of SA (Seifsa) executive director Brian Angus said the metal and engineering industries had, since the beginning of the year, cut staff by 49 000, bringing the industry to its lowest workforce in 20 years.

According to the Chamber, 300 000 jobs have been lost since the second half of 1989, which marked the beginning of SA's longest recession.

The situation is even bleaker considering that only 4 percent of the country's approximately 250 000 matriculants are expected to find employment in the formal economy in 1993.

Research by industrial relations consultants, Andrew Levy and Associates, shows that on average, wage increases were far below the inflation rate for the first time in six years — from 16.1 percent in 1991 to 12.6 percent this year.

However, there was still some hope that things would shape up next year said Cosatu negotiations co-ordinator Jayendra Naidoo.

"Although the National Peace Accord was grounded this year, it has now been consolidated, raising hopes for a political settlement next year, which is vital for an upswing in the economy." ---

Naidoo hailed the creation of the restructured National Manpower Commission (NMC) and the National Economic Forum (NEF) and the talks between Cosatu and the SA Consultative Committee on Labour Affairs as "the most positive" developments.

"A big plus for the labour movement was the extension of Basic Conditions of Employment Act to farm and domestic workers."

Added Angus: "It has been a very difficult year for employers in the metal and engineering industries, marked by a lot of confrontation and resort to legal proceedings."

Due to a deterioration in the economy, the industries were forced to settle for the "quite low" wage increase of 9.1 percent after strikes by the National Union of Metalworkers and the Metal and Electrical Workers' Union.

"Now that events of 1992 are behind us, we hope to make progress regarding the future of the industry and training next year." ---

Angus predicted the economy would pick up during the first half of 1993 if negotiations were back on track early in the new year.
Building industry in doldrums

By Thabo Lesile
Labour Reporter

The woes of the building industry continued unabated in 1992, with many highly qualified architects forced to seek work in other sectors and building contractors having to tender at below cost, the Bureau for Economic Research (BER) of the University of Stellenbosch found.

During the fourth quarter of this year, three out of every 10 firms which responded to the survey had fewer architects in their employ than for the same period last year.

In fact, more respondents had retrenched staff or broken up partnerships than was anticipated in the BER's third quarter survey.

As a result of the adverse trend, the majority of respondents reported poorer business conditions in the fourth quarter of the year than for the same period last year.

As the work of quantity surveyors was largely dependent on the business conditions of architects, the majority of employers had to lay off quantity surveyors — partners included.

"These actions are understandable if cognisance is taken of the fact that quantity surveyors had even fewer projects at sketch plan stage — at an even lower than anticipated value," the BER said.

The situation was expected to deteriorate further during the first quarter of 1993.

As anticipated, the number of contracts awarded was down on that of 1991 and the trend was towards smaller contracts.

Five out of every 10 builders of non-residential structures said that building activity in the fourth quarter was higher than last year.

"The builders of both residential and non-residential buildings regard the lack of demand as the single most important factor hampering their activities," said the researchers.

The cost of financing was another problem but should be alleviated somewhat by the downward pressure on interest rates.
BER sees more retrenchments for builders...
(2) Substitute the following for subclause (2):

“(2) Whenever an employee employed in or in connection with a depot works on a public holiday or whenever any other employee works on New Year's Day, Good Friday, Ascension Day, Family Day, Day of the Vow, Christmas Day, Day of Goodwill and Republic Day, his employer shall, save as provided in clause 5 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage, for each hour per part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.”

7. CLAUSE 18: EXPENSES OF THE COUNCIL

In subclause (1) substitute the expression “20c” for the expression “13c”.

Signed on behalf of the parties, on this 10th day of June 1992.

P. JONES,
Chairman.

A. VAHED,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 3375 18 December 1992

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING INDUSTRY: RENEWAL OF AGREEMENT


L. WESSELS,
Minister of Manpower.

No. R. 3377 18 December 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS: AMENDMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, upon the employers’ organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

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

“(2) Wanneer ’n werknemer in diens is in of in verband met ’n depot op ’n openbare vakansiedag werk of wanneer ’n ander werknemer op Nuwejaarsdag, Goeie Vrydag, Gesinidag, Hemelvaartdag, Geofitedag, Kersdag, Wolwillendachtsdag en Republiekdag werk, moet sy werk- gewer hom behoudens klousule 5 (6), vir die week waarin sodanige dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van ’n uur wat hy altesam op sodanige dag werk: Met dien verstande dat wanneer van so ’n werknemer vereis of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geeg moet word vier uur te gewerk het.”

7. KLOWSULE 18: UITGAWES VAN DIE RAAD

In subklousule 1 vervang die uitdrukking “13c” deur die uitdrukking “20c”.

Geteke deur die partye op hede die 10de dag van Junie 1992.

P. JONES,
Voorsitter.

A. VAHED,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 3375 18 December 1992

WET OP ARBEIDSVERHOUDINGE, 1956

SUIKERVERVAARDIGINGS- EN RAPFINEER- NYWERHEID: HERNUWING VAN OORENKOMS


L. WESSELS,
Minister van Mannekrag.

No. R. 3377 18 December 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOUYNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE: WYSIGING VAN OOREN- KOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Oorenkoms (hierna die Wysigingsoorenkoms gencnom) wat in die Byltes hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 11 Januarie 1993 en vir die tydperk wat op 31 Oktober 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsoorenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, 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

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

AGREEMENT FOR THE MIDLANDS AREA

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

Natal Master Builders' and Allied Industries Association
(Pietermaritzburg Division)

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

Amalgamated Society of Woodworkers
Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersevakbond

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

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry,


1. SCOPE OF APPLICATION

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

(a) by all employers and employees who are members of the employers' organisation or any of the trade unions;

(b) in the Magisterial District of Camperdown, Escourt, Lions River, New Hanover, Pietermaritzburg, Richmond and in those portions of the Magisterial District of Mook River which, prior to 1 September 1964, fell within the Magisterial Districts of Escourt and Lions River.

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

(a) apply to all classes of employees other than the following:

(i) clerical or administrative employees;

(ii) foremen and general foremen who are supervisory staff as defined in clause 4 of the Main Agreement;

(iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorenkoms, gesonder die vervat in krusule 1 (1) (a) met Ingang van 11 Januarie 1993 en vir die tydperk wat op 31 Oktober 1993 eindig, bindend is vir alle ander werkgeewers en werknemers as die genoem in paraagraaf (a) van hierdie kennisgewing wat betrokke is by of in dien is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in krusule 1 van die Wysigingsoorenkoms gespesifieer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

OORENKOMS VIR DIE GEBIED MIDDELLANDE

ooreenkomsstig die Wet op Arbeidsverhoudinge, 1956, gestuit deur en aangegaan tussen die

Natal Master Builders’ and Allied Industries Association
(Pietermaritzburg Division)

(hierdie die "werkgeewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers
Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersevakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede,

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgeewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van enige van die vakverenigings is;

(b) in die landdrotsdistrikte Camperdown, Escourt, Lionsriver, New Hanover, Pietermaritzburg, Richmond en in daardie gedeeltes van die landdrotsdistrik Mookriver wat voor 1 September 1964 in die landdrotsdistrikte Escourt en Lionsriver geval het.

(2) Ondanks subklausule (1) (a), is hierdie Ooreenkoms—

(a) van toepassing op alle klasse werknemers, uitgesonder die volgende:

(i) kerklike of administratiewe personeel;

(ii) voornamme en algemene voornamme wat toesig-houdende personeel, soos in klausule 4 van die Hoofoorenkoms omskryf, is;

(iii) universiteits- en technikonstudente, konstruksie-toesiggewers, bouopaters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
2. CLAUSE 29 OF PART I: WAGE RATES

Substitute the following for the schedule of wages:

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Wage per hour w.e.f. 11 January 1993</th>
<th>Wage per hour w.e.f. 5 July 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Trainee tradesman serving under contracts of traineeship registered in terms of clause 12 (1) and who have passed the following modules in a recognised competence based modular training scheme:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Less than 33 per cent</td>
<td>4,10</td>
<td>4,31</td>
</tr>
<tr>
<td>(ii) 33 per cent or more but less than 66 per cent</td>
<td>5,85</td>
<td>6,15</td>
</tr>
<tr>
<td>(iii) 66 per cent or more</td>
<td>7,61</td>
<td>8,00</td>
</tr>
<tr>
<td>(b) Tradesmen:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Class 4</td>
<td>4,10</td>
<td>4,31</td>
</tr>
<tr>
<td>(ii) Class 3</td>
<td>5,85</td>
<td>6,15</td>
</tr>
<tr>
<td>(iii) Class 2</td>
<td>7,61</td>
<td>8,00</td>
</tr>
<tr>
<td>(iv) Class 1</td>
<td>9,43</td>
<td>9,43</td>
</tr>
<tr>
<td>(c) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding trainees</td>
<td>11,70</td>
<td>12,30</td>
</tr>
<tr>
<td>(d) Employees employed during the probationary period allowed under the Manpower Training Act, 1981</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The rate laid down for first year apprentices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The rate laid down for first year apprentices</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. CLAUSE 57 OF PART II: WAGE RATES

Substitute the following for the schedule of wages:

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Wage per hour w.e.f. 93-01-11</th>
<th>Wage per hour w.e.f. 93-07-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Joinery assemblers</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>(b) Trainee machine operators serving under contract of traineeship registered in terms of clause 53 (1):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) First year</td>
<td>3,80</td>
<td>4,00</td>
</tr>
<tr>
<td>(ii) Second year</td>
<td>4,68</td>
<td>4,92</td>
</tr>
<tr>
<td>(c) Machine operators</td>
<td>6,73</td>
<td>7,07</td>
</tr>
</tbody>
</table>

(b) van toepassing op vak leerlinge en kwel kleringe slegs vir sover dit nie strijdig is met die Wet op Mannekrag opleiding, 1981, of met voorwaardes wat daarkragtens voor- skryf of kennisgewens wat daarkragtens bestel is nie; (c) van toepassing op voormanne en algemene voor- manne wat nie toegeneemde personeel soos in klausule 4 van die Hoofooreenkom koms onskryf, is nie; (d) van toepassing op werkende werkgewers.

2. KLOUSULE 29 VAN DEEL I: LOONSKALE

Vervang die loontabel deur die volgende:

<table>
<thead>
<tr>
<th>Category of worker</th>
<th>Loon per uur m.i.v. 11 Januarie 1993</th>
<th>Loon per uur m.i.v. 5 Julie 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Kweekelingsambagsesie wat diens doen ooreenkomstig kweekelingsemakre wat ingevoelde klausule 12 (1) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulair opleidingskema getasioneer is:</td>
<td>4,10</td>
<td>4,31</td>
</tr>
<tr>
<td>(i) Minder as 33%</td>
<td>5,85</td>
<td>6,15</td>
</tr>
<tr>
<td>(ii) 33% en meer maar minder as 66%</td>
<td>7,61</td>
<td>8,00</td>
</tr>
<tr>
<td>(iii) 66% en meer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Ambagsesie:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Klas 4</td>
<td>4,10</td>
<td>4,31</td>
</tr>
<tr>
<td>(ii) Klas 3</td>
<td>5,85</td>
<td>6,15</td>
</tr>
<tr>
<td>(iii) Klas 2</td>
<td>7,61</td>
<td>8,00</td>
</tr>
<tr>
<td>(iv) Klas 1</td>
<td>9,43</td>
<td>9,43</td>
</tr>
<tr>
<td>(c) Vakmanne en werknemers in alle ander ambags en beroep wat nie elders hierin gespesifiseer is nie, uitgesonderde kwelkleringe</td>
<td>11,70</td>
<td>12,30</td>
</tr>
<tr>
<td>(d) Werknemers wat in diens is gedurende die persydperk wat daarkin gedeelde die Wet op Mannekrag opleiding, 1981, toegelaat word</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Die loon wat vir kwel- linge in hul eerste jaar voor- skryf word</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Vak leerlinge en personeel van wie kontrakte van vak leerlingsskap aangegaan is voor 11 Januarie 1991:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Eerste jaar</td>
<td>4,21</td>
<td>4,55</td>
</tr>
<tr>
<td>(ii) Tweede jaar</td>
<td>5,04</td>
<td>5,41</td>
</tr>
<tr>
<td>(iii) Derde jaar</td>
<td>6,68</td>
<td>6,73</td>
</tr>
<tr>
<td>(f) Vak leerlinge wat oor die persydperk van 11 Januarie 1991 tot 5 Julie 1993</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category of employee</td>
<td>Wage per hour</td>
<td>Wage per hour</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td></td>
<td>w.o.f. 93-01-11</td>
<td>w.o.f. 93-07-05</td>
</tr>
<tr>
<td>(d) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence based modular training scheme:</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>(i) Less than 33 per cent ..................................</td>
<td>4,10</td>
<td>4,31</td>
</tr>
<tr>
<td>(ii) 33 per cent or more but less than 66 per cent ......</td>
<td>5,65</td>
<td>6,15</td>
</tr>
<tr>
<td>(iii) 66 per cent or more ..................................</td>
<td>7,61</td>
<td>8,00</td>
</tr>
<tr>
<td>(e) Tradesman, Class 1 (joiners and wood machinists) ......</td>
<td>9,24</td>
<td>9,72</td>
</tr>
<tr>
<td>(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees.</td>
<td>11,70</td>
<td>12,30</td>
</tr>
<tr>
<td>(g) Employees employed during the probationary period allowed under the Manpower Training Act, 1981.</td>
<td>The rate laid down for first year apprentices</td>
<td>The rate laid down for first year apprentices</td>
</tr>
<tr>
<td>(h) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) First year ................................................</td>
<td>4,21</td>
<td>4,55</td>
</tr>
<tr>
<td>(ii) Second year ...............................................</td>
<td>5,04</td>
<td>5,41</td>
</tr>
<tr>
<td>(iii) Third year ...............................................</td>
<td>6,68</td>
<td>7,13</td>
</tr>
</tbody>
</table>

Signed at Pietermaritzburg, on behalf of the parties, this 15th day of October 1992.

B. HOFFMANN-JENSEN,
Chairman.

M. L. HOSKINS,
Member.

C. P. DAVIS,
Secretary.

No. R. 3376 18 December 1992

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING INDUSTRY: AMENDMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower hereby —

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade of Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 31 March 1993, upon the employers’
5. CLAUSE 12: EXPIRY OF AGREEMENT AND DISSOLUTION OF THE INDUSTRIAL COUNCIL

Substitute the following for clause 12.1:

"12.1 Should this Agreement expire, and another agreement providing for the continuation of the Fund not be concluded within 12 months from the expiry date of this Agreement, the Fund shall be liquidated by the Provisional Fund Committee subject to the continued existence of the Industrial Council."

Signed at Pretoria, on behalf of the parties, this 10th day of July 1992.

C. C. C. VAN EEDEN,
Chairman of the Board.

J. S. SWANEPOEL,
Vice-chairman of the Board.

J. FOUCHEE,
Divisional Secretary of the Board.

C. J. J. VAN DER MERWE,
President: Main Industrial Council.

A. J. VAN SCHALKWYK,
Secretary: Main Industrial Council.

L. M. BRITS,
Secretary: ACAOLA Division.

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No. R. 3362 18 December 1992
LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, NATAL: EXTENSION OF MAIN AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

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No. R. 3373 18 December 1992
LABOUR RELATIONS ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL): AMENDMENT OF MAIN AGREEMENT

1. 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

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No. R. 3373 18 December 1992
LABOUR RELATIONS ACT, 1956

BOU- EN MONUMENTKLIJMESSELNYWERHED (TRANSVAAL): WYSIGING VAN HOOFOOOREN-KOMS

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
Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 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) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1.1.1 (i) of Chapter I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 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

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 (Witwatersrand and Transvaal South)

Building Industries Association (Transvaal North)

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry

(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 Bouwerkszakbond

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

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


CHAPTER I

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the Building and Monumental Masonry 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;


HOOFSTUK I

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkomst moet in die Bou- en Monumental-messingsmessingerywede nagekom word—

1.1.1 (i) deur alle werkgewers wat lede is van die werk-
gewensorganisasies en deur alle werknemers wat lede is van die vakverenigings:
(ii) (a) in the landdrosdistrilike Alberton, Balfor, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd die gedeelte wat buiten 'n straal van 48,28 km vanaf die Hoopspaan, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd die gedeelte wat buiten 'n straal van 32,18 km vanaf die Hoopspaan, Pretoria, val); die gebied binne 'n straal van 48,28 km vanaf die Hoopspaan, Krugersdorp; die gebied binne 'n straal van 32,18 km vanaf die Hoopspaan, Vereeniging; die gebied binne 'n straal van 32,18 km vanaf die Hoopspaan, Pretoria (uitgesonderd die gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde straal val); die gebiede binne 'n straal van 16,09 km vanaf die Hoopspaan op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal) respectief; en in die landdrosdistrilike Kempston Park (uitgesonderd die gedeelte wat buiten 'n straal van 32,18 km vanaf die Hoopspaan Pretoria, val) en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956, binne die landdrosdistrilike Pretoria geval het);

(b) in die landdrosdistrilike Bethal (met inbegrip van die gedeelte van die landdrosdistrilike Hoéveldrif wat voor 1 Maart 1979 binne die landdrosdistrilike Bethal geval het).

1.2 Ondanks klausule 1.1, is hierdie Ooreenkoms-
1.2.1 slegs van toepassing op dié klasse werknemers wat werk in hierdie Ooreenkoms voorgeskryf word en op leerling-ambtsmanne;
1.2.2 van toepassing op vakleerlinge en kwelklinge;
1.2.3 van toepassing op voornamme 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 instellering en/of bedrieming van elektriese lig, verwarmings- of ander permanente vaste elektriese toebere- hore in geboue of die herstel van onderhoud van hyers in geboue wanneer sodanige werk deur 'n werkgewer onder- neem word wat onder die jurisdictie van 'n ander Nywerheidsraad val nie;
1.2.6 nie van toepassing nie op universiteitsstudente of technikonstudente en gegradeerdes in die bouwetenskap en konstruksietoesigers, konstruksiesonmeterys en ander persone wat besig is met praktiese werk ter voortou- ving van hul akademiese opleiding;
1.2.7 nie van toepassing nie op die Yster-, Staal-, Ingienieurs- en Metallurgiese nywerhede soos omskryf in paragraaf G van die Registriesertifikat van die Nasionale Nywerheid vir die Yster-, Staal-, Ingienieurs- en Metallurgiese Nywerheid van Suid-Afrika;
1.2.8 onderworpe aan die bepaling van alle vastsel- lings gemaak deur die Nywerheids Kop met betrekking tot die Bouvywerheid en die Meubelvywerheid.

HOOFSTUK 4

KLOUSULE 2: BYDRAES EN HEFFINGS

2.1 Vervang die Bylae in klausule 2.1 deur die volgende:

<table>
<thead>
<tr>
<th>Wage bands—min. to max. rate per hour</th>
<th>Value of contribution per week</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Skilled employees:</strong></td>
<td></td>
</tr>
<tr>
<td>R R</td>
<td></td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>176,40</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>164,40</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>149,20</td>
</tr>
<tr>
<td><strong>Geskoolde werknemers:</strong></td>
<td></td>
</tr>
<tr>
<td>R R</td>
<td></td>
</tr>
<tr>
<td>18,00 tot 19,99</td>
<td>176,40</td>
</tr>
<tr>
<td>16,00 tot 17,99</td>
<td>164,40</td>
</tr>
<tr>
<td>14,00 tot 15,99</td>
<td>149,20</td>
</tr>
</tbody>
</table>
STAATSKOERANT, 18 DESEMBER 1992
No. 14475  15

<table>
<thead>
<tr>
<th>Wage bands—min. to max. rate per hour</th>
<th>Value of contribution per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>134,00</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>112,40</td>
</tr>
<tr>
<td>8,00 to 9,99</td>
<td>94,60</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>87,40</td>
</tr>
<tr>
<td>6,00 to 6,99</td>
<td>69,60</td>
</tr>
<tr>
<td>5,00 to 5,99</td>
<td>62,20</td>
</tr>
</tbody>
</table>

Semi-skilled employees:

<table>
<thead>
<tr>
<th>R</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6,50 to 7,99</td>
<td>67,60</td>
</tr>
<tr>
<td>5,00 to 6,49</td>
<td>48,40</td>
</tr>
<tr>
<td>3,50 to 4,99</td>
<td>39,20</td>
</tr>
<tr>
<td>2,25 to 3,49</td>
<td>30,80*.</td>
</tr>
</tbody>
</table>

2.2 Substitute the following for the Schedule in clause 2.2:

**SCHEDULE**

<table>
<thead>
<tr>
<th>Wage bands—min. to max. rate per hour</th>
<th>Pension Fund contributions</th>
<th>Medical Aid Fund contributions</th>
<th>Council levy</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>53,20</td>
<td>34,80</td>
<td>0,50</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>47,60</td>
<td>34,80</td>
<td>0,50</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>42,00</td>
<td>34,80</td>
<td>0,50</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>36,40</td>
<td>28,00</td>
<td>0,50</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>30,80</td>
<td>22,00</td>
<td>0,50</td>
</tr>
<tr>
<td>8,00 to 8,99</td>
<td>23,80</td>
<td>22,00</td>
<td>0,50</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>21,00</td>
<td>12,00</td>
<td>0,50</td>
</tr>
<tr>
<td>6,00 to 6,59</td>
<td>18,20</td>
<td>12,00</td>
<td>0,50</td>
</tr>
<tr>
<td>5,00 to 5,99</td>
<td>15,40</td>
<td>12,00</td>
<td>0,50</td>
</tr>
</tbody>
</table>

Semi-skilled employees:

<table>
<thead>
<tr>
<th>R</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6,50 to 7,99</td>
<td>20,40</td>
</tr>
<tr>
<td>5,00 to 6,49</td>
<td>16,00</td>
</tr>
<tr>
<td>3,50 to 4,99</td>
<td>12,00</td>
</tr>
<tr>
<td>2,25 to 3,49</td>
<td>8,00</td>
</tr>
</tbody>
</table>

2.3 Substitute the following for the Schedule in clause 2.3:

**SCHEDULE**

<table>
<thead>
<tr>
<th>Wage bands—min. to max. rate</th>
<th>Benefit Fund</th>
<th>Stabilization Fund</th>
<th>Tool Ins. Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>8,00 to 8,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>6,00 to 5,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
</tbody>
</table>

Bylae:

2.2 Vervang die Bylae in klausule 2.2 deur die volgende:

**BYLAE**

<table>
<thead>
<tr>
<th>Wage intervals—min. to max. rate per hour</th>
<th>Pension fund bydrae</th>
<th>Mediese bydrae</th>
<th>Raadsheffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>15,00 to 19,99</td>
<td>53,20</td>
<td>34,80</td>
<td>0,50</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>47,60</td>
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</tr>
<tr>
<td>14,00 to 15,99</td>
<td>42,00</td>
<td>34,80</td>
<td>0,50</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>36,40</td>
<td>28,00</td>
<td>0,50</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>30,80</td>
<td>22,00</td>
<td>0,50</td>
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<td>8,00 to 8,99</td>
<td>23,80</td>
<td>22,00</td>
<td>0,50</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>21,00</td>
<td>12,00</td>
<td>0,50</td>
</tr>
<tr>
<td>6,00 to 6,99</td>
<td>18,20</td>
<td>12,00</td>
<td>0,50</td>
</tr>
<tr>
<td>5,00 to 5,99</td>
<td>15,40</td>
<td>12,00</td>
<td>0,50</td>
</tr>
</tbody>
</table>

Halfgeskoolde werknemers:

<table>
<thead>
<tr>
<th>R</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,50 to 7,99</td>
<td>20,40</td>
</tr>
<tr>
<td>5,00 to 6,49</td>
<td>16,00</td>
</tr>
<tr>
<td>3,50 to 4,99</td>
<td>12,00</td>
</tr>
<tr>
<td>2,25 to 3,49</td>
<td>8,00</td>
</tr>
</tbody>
</table>

2.3 Vervang die Bylae in klausule 2.3 deur die volgende:

**BYLAE**

<table>
<thead>
<tr>
<th>Wage intervals—min. to max. rate per hour</th>
<th>Bystands fonds</th>
<th>Dienstebest-editoriefonds</th>
<th>Gereedskap en sekeringsfonds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>8,00 to 8,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
<tr>
<td>6,00 to 5,99</td>
<td>0,80</td>
<td>0,80</td>
<td>0,40</td>
<td>2,00</td>
</tr>
</tbody>
</table>

Halfgeskoolde werknemers:

<table>
<thead>
<tr>
<th>R</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,50 to 7,99</td>
<td>20,40</td>
</tr>
</tbody>
</table>
2.4 Substitute the following for the Schedule in clause 2.4:

*SCHEDULE*

<table>
<thead>
<tr>
<th>Wage bands — min. to max. rate per hour</th>
<th>Deductions per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Skilled employees:</strong></td>
<td></td>
</tr>
<tr>
<td>R R</td>
<td></td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>4,41</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>4,11</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>3,73</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>3,35</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>2,81</td>
</tr>
<tr>
<td>9,00 to 9,99</td>
<td>2,365</td>
</tr>
<tr>
<td>8,00 to 8,99</td>
<td>2,165</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>1,745</td>
</tr>
<tr>
<td>6,00 to 6,99</td>
<td>1,555</td>
</tr>
<tr>
<td>5,00 to 5,99</td>
<td>1,365</td>
</tr>
<tr>
<td><strong>Semi-skilled employees:</strong></td>
<td></td>
</tr>
<tr>
<td>6,50 to 7,99</td>
<td>1,69</td>
</tr>
<tr>
<td>5,00 to 6,49</td>
<td>1,21</td>
</tr>
<tr>
<td>3,50 to 4,99</td>
<td>0,98</td>
</tr>
<tr>
<td>2,25 to 3,49</td>
<td>0,77**</td>
</tr>
</tbody>
</table>

2.5 Substitute the following for the Schedule in clause 2.5:

*SCHEDULE*

<table>
<thead>
<tr>
<th>Wage bands — min. to max. rate per hour</th>
<th>National Development Fund</th>
<th>Council levy</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Skilled employees:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>9,00 to 9,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>8,00 to 8,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>6,00 to 6,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>5,00 to 5,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td><strong>Semi-skilled employees:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6,50 to 7,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>5,00 to 6,49</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>3,50 to 4,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>2,25 to 3,49</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95**</td>
</tr>
</tbody>
</table>

Signed at Johannesburg this 6th day of October 1992.

W. BACKER,
Chairman.

R. W. BEECH,
Vice-Chairman.

W. DE J. STAPELBERG,
General Secretary.

---

2.4 Vervang die Bylae in koulsule 2.4 deur die volgende:

*BYLAE*

<table>
<thead>
<tr>
<th>Looointervalle — min. tot maks. skaal per uur</th>
<th>Afrekkings per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Geskoolde werknemers:</strong></td>
<td></td>
</tr>
<tr>
<td>R R</td>
<td>R</td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>4,41</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>4,11</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>3,73</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>3,35</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>2,81</td>
</tr>
<tr>
<td>9,00 to 9,99</td>
<td>2,365</td>
</tr>
<tr>
<td>8,00 to 8,99</td>
<td>2,165</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>1,745</td>
</tr>
<tr>
<td>6,00 to 6,99</td>
<td>1,555</td>
</tr>
<tr>
<td>5,00 to 5,99</td>
<td>1,365</td>
</tr>
<tr>
<td><strong>Halfgeskoolde werknemers:</strong></td>
<td></td>
</tr>
<tr>
<td>6,50 to 7,99</td>
<td>1,69</td>
</tr>
<tr>
<td>5,00 to 6,49</td>
<td>1,21</td>
</tr>
<tr>
<td>3,50 to 4,99</td>
<td>0,98</td>
</tr>
<tr>
<td>2,25 to 3,49</td>
<td>0,77**</td>
</tr>
</tbody>
</table>

2.5 Vervang die Bylae in klousule 2.5 deur die volgende:

*BYLAE*

<table>
<thead>
<tr>
<th>Looointervalle — min. tot maks. skaal per uur</th>
<th>Nationale Ontwikkelingsfonds</th>
<th>Raads- hoffing</th>
<th>Totaal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Geskoolde werknemers:</strong></td>
<td></td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>R R</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>18,00 to 19,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>16,00 to 17,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>14,00 to 15,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>12,00 to 13,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>10,00 to 11,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>9,00 to 9,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>8,00 to 8,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>7,00 to 7,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>6,00 to 6,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>5,00 to 5,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td><strong>Halfgeskoolde werknemers:</strong></td>
<td></td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>6,50 to 7,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>5,00 to 6,49</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>3,50 to 4,99</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95</td>
</tr>
<tr>
<td>2,25 to 3,49</td>
<td>0,45</td>
<td>0,50</td>
<td>0,95**</td>
</tr>
</tbody>
</table>


W. BACKER,
Voorsitter.

R. W. BEECH,
Visevoorsitter.

W. DE J. STAPELBERG,
Hoofsekretaris.

---

No. R. 3374 18 December 1992

LABOUR RELATIONS ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): AMENDMENT 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 (hereinafter referred to as the

---

No. R. 3374 18 Desembon 1992

WET OP ARBEIDVERHOUDINGE, 1956

WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP): WYSIGING VAN HOOFJOHEREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkomms (hierna die Wysigingsooreenkomms
4. CLAUSE 37: BENEFIT FUND FOR NON-ARTISANS

(1) Substitute the following for subclause (4) (a):

"(a) he has made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, which at least one must have been made during the last 3 months;";

(2) Substitute the following for subclause (4) (b):

"(b) he has been unable to pursue his occupation due to sickness or accident for at least three days;";

(3) Substitute the following for subclause (5) (a) (i):

"(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit shall accrue from the beginning of the sick leave;";

(4) Substitute the following for subclause (5) (a) (ii):

"(ii) a member who has received benefits for 36 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Fund for at least 26 weeks subsequent to the receipt of the benefits;";

(5) Delete subclause (5) (b) in its entirety.

(6) Substitute the following for subclause (5) (c) (i):

"(i) earned at least 26 stamps in the 20 months immediately before the date of his retirement, of which at least one stamp must have been earned in the 3 months immediately before his retirement; and";

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

"(iii) worked in the Building Industry, Kimberley, for at least five years;";

(8) Delete subclause (5) (d) in its entirety.

(9) Substitute the following for subclause (5) (e) (iii):

"(iii) benefits shall not be payable for the first two hours of continuous suspension;";

(10) Substitute the following for subclause (5) (e) (iv):

"(iv) the claim for payment is signed by the employer and furnished to the Council within 14 days of the claim arising;";

(11) Substitute the following for subclause (7) (b):

"(b) If at any time the amount to the credit of the Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Fund exceeds R250 000;";

(12) Substitute the following for subclause (7) (c):

"(c) A certificate from any registered doctor or hospital shall be sufficient evidence of the illness of the member;".

5. CLAUSE 44: SUBSCRIPTIONS: KIMBERLEY MASTER BUILDERS’ AND ALLIED TRADES ASSOCIATION

Substitute the following for subclause (1):

"(1) Every employer who is a member of the employers’ organisation shall pay to the Council an amount of 75c per week in respect of each of his employees;.";

(10) Vervang subklausule (6) (b) deur die volgende:

"(b) As die bedrag in krediet van die Bystondsfonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Bystondsfonds meer as R250 000 is;";

(11) Skrap subklausule (6) (c) in sy geheel.

4. KLOUSULE 37: BYSTANDSFONDS VIR NIE-AMBAGSMANNE

(1) Vervang subklausule (4) (a) deur die volgende:

"(a) hy gedurende die 20 maande onmiddellik voordat die eis ontstaan het, minstens 26 bydrae kragtens subklausule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;";

(2) Vervang subklausule (4) (b) deur die volgende:

"(b) hy minstens drie dae nie in staat was om sy beroep weens siekte of ongeluk uit te oefen nie;";

(3) Vervang subklausule (4) (a) (i) deur die volgende:

"(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop die bystand vanaf die aanvang van die siektekover;";

(4) Vervang subklausule (4) (a) (ii) deur die volgende:

"(ii) ’n lid wat bystand vir 36 dae in ’n jaar ontvang het, nie vir bystand in ’n daaropvolgende jaar kwalifiseer nie, tenby bydraes namens hom vir minstens 26 weke toe die Fonds gedaan is na ontvang van die bystand;";

(5) Skrap subklausule (5) (b) in sy geheel.

(6) Vervang subklausule (5) (c) (i) deur die volgende:

"(i) minstens 26 seëls in die 20 maande onmiddellik voor die datum van sy afreke verdien het, waarvan minstens een seël in die 3 maande onmiddellik voor sy afreke verdien moet gewees het; en";

(7) Vervang subklausule (5) (c) (iii) deur die volgende:

"(iii) minstens vyf jaar in die Bouwyverheid, Kimberley, werkzaam was;";

(8) Skrap subklausule 5 (d) in sy geheel.

(9) Vervang subklausule (5) (e) (iii) deur die volgende:

"(iii) geen bystand vir die eerste twee uur van diensopskorting op elke dag betaal word nie;";

(10) Vervang subklausule (5) (e) (iv) deur die volgende:

"(iv) die eis vir betaling deur die werkgever onderteken is en binne 14 dae nadat die eis ontstaan het, by die Raad ingediend is;";

(11) Vervang subklausule (7) (b) deur die volgende:

"(b) As die bedrag in die krediet van die Fonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Fonds meer as R250 000 is;";

(12) Vervang subklausule (7) (c) deur die volgende:

"(c) ’n Sertifikaat van ’n geregistreerde geneesheer of die hospitaal is voldoende bewys dat die lid siek was;";

5. KLOUSULE 44: LEDEGELD: KIMBERLEY MASTER BUILDERS’ AND ALLIED TRADES ASSOCIATION

Vervang subklausule (1) deur die volgende:

"(1) Elke werkgever wat lid van die werkgewersorgani-
sasie is, moet ’n bedrag van 75c per week aan die Raad betaal ten opsigte van elkeen van sy werkknemers;."
LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PORT NATAL:

AMENDMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, upon the employers’ organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clause 1 (1) (a), shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, PORT NATAL

AGREEMENT

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

Natal Master Builders’ and Allied Industries Association
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

Amalgamated Society of Woodworkers
Amalgamated Union of Building Trade Workers of South Africa
Blanke Bouwerikersvakbond
(hereinafter referred to as the “employees” or the “trade unions”), of the other part,

being the parties to the Industrial Council for the Building Industry, Port Natal,


EVLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PORT NATAL

OOREENKOMS
toreenkomstig die Wet op Arbeidsverhoudinge, 1956, gestuit deur en aangegaan tussen die

Natal Master Builders’ and Allied Industries Association
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die

Amalgamated Society of Woodworkers
Amalgamated Union of Building Trade Workers of South Africa
Blanke Bouwerikersvakbond
(hierna die “werknemers” of die “vakverenigings” genoem), aan die ander kant,

wat die party is by die Nywerheidsraad vir die Bounywerheid, Port Natal,
1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1988, fell within the Magisterial District of Umlazi), Chatsworth, Pinetown and Inanda.

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

(a) apply to all classes of employees other than the following:

(i) clerical or administrative employees;

(ii) foremen and general foremen who are supervisory staff as defined in clause 4 of the Main Agreement;

(iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) apply to foremen and general foremen who are not supervisory staff as defined in clause 4 of the Main Agreement;

(d) apply to working employers.

2. CLAUSE 4 OF PART I: DEFINITIONS

In the definition “hourly wage”, substitute the following for paragraph (a):

“(a) in respect of general workers, plant operators, drivers and tradesmen, Class 4, employed under Part I of the Agreement, the employee’s hourly wage rate negotiated in accordance with the provisions of clause 29 (3) of Part I of the Agreement;”

3. CLAUSE 29 OF PART I: WAGE RATE

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

“(1) Subject to the provisions of subclauses (2) to (6) inclusive and clauses 30 to 32 inclusive, the following shall be the prescribed wage rates for the various categories of employees other than general workers, plant operators and drivers:

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>From 11 January 1993 to 4 July 1993</th>
<th>From 5 July 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per hour</td>
<td>Per hour</td>
</tr>
<tr>
<td>(a) Trainee tradesmen serving under contracts of traineeship registered in terms of clause 12 (1) and who have passed the following modules in a recognised competence-based modular training scheme:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Less than 33 per cent</td>
<td>4,13</td>
<td>4,46</td>
</tr>
<tr>
<td>(ii) 33 per cent or more but less than 66 per cent</td>
<td>5,90</td>
<td>6,35</td>
</tr>
<tr>
<td>(iii) 66 per cent or more</td>
<td>7,57</td>
<td>8,26</td>
</tr>
<tr>
<td>(b) Tradesmen:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Class 4</td>
<td>The rate as determined in accordance with the provisions of subclause (3).</td>
<td>The rate as determined in accordance with the provisions of subclause (3).</td>
</tr>
<tr>
<td>Category of employee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From 11 January 1993 to 4 July 1993</td>
<td>From 5 July 1993</td>
<td></td>
</tr>
<tr>
<td>Per hour</td>
<td>Per hour</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>(ii) Class 3</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>(iii) Class 2</td>
<td>5.90</td>
<td>6.35</td>
</tr>
<tr>
<td>(iv) Class 1</td>
<td>7.67</td>
<td>8.26</td>
</tr>
<tr>
<td>(c) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding trainees</td>
<td>9.00</td>
<td>9.70</td>
</tr>
<tr>
<td>(d) Employees employed during the probationary period allowed under the Manpower Training Act, 1981</td>
<td>11.80</td>
<td>12.70</td>
</tr>
<tr>
<td>(e) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991:</td>
<td>The rate laid down for apprentices whose contracts were entered into on or after 11 February 1991.</td>
<td></td>
</tr>
<tr>
<td>(i) First year</td>
<td>4.33</td>
<td>4.69</td>
</tr>
<tr>
<td>(ii) Second year</td>
<td>5.16</td>
<td>5.58</td>
</tr>
<tr>
<td>(iii) Third year</td>
<td>6.80</td>
<td>7.34</td>
</tr>
</tbody>
</table>

2. KLOUSLE 4 VAN DEEL I: WOORDOMSKRYWING

In die omskrywing "uurloon", vervang paragraaf (a) deur die volgende:

"(a) ten opsigte van algemene werkers, toerustingbedieners, drywers en ambagsgeselle, klas 4, in diens krags Deel I van die Ooreenkoms, die werknemer se uurloon beding ooreenkoms met kloosule 29 (3) van Deel I van die Ooreenkoms;""

3. KLOUSLE 29 VAN DEEL I: LOONSKALE

(i) Vervang subklosule (1) deur die volgende:

"(1) Behoudens subklosule (2) tot en met (6) en klosules 30 tot en met 32 is die volgende die voorgeskrye loonskale vir die verskillende kategorie werknemers, uitgesonder algemene werkers, toerustingbedieners en drywers:

<table>
<thead>
<tr>
<th>Kategorie werknemer</th>
<th>Vanaf 11 Januarie 1993 tot 4 Julie 1993</th>
<th>From 5 Julie 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per uur</td>
<td>Per uur</td>
</tr>
<tr>
<td>(a) Kweekeling-ambagsgeselle wat diens doen ooreenkoms met kweekeling-contrakte wat ingevolge klosule 12 (1) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskern gebaseer op vaardigheid:</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>(i) Minder as 33 persent</td>
<td>4.13</td>
<td>4.45</td>
</tr>
<tr>
<td>(ii) 33 persent of meer maar minder as 66 persent</td>
<td>5.90</td>
<td>6.35</td>
</tr>
<tr>
<td>(iii) 66 persent of meer</td>
<td>7.67</td>
<td>8.26</td>
</tr>
<tr>
<td>(b) Ambagsgeselle:</td>
<td>Die loon wat ooreenkoms met klosule (3) bepaal word.</td>
<td>Die loon wat ooreenkoms met klosule (3) bepaal word.</td>
</tr>
<tr>
<td>(i) Klas 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Klas 3</td>
<td>5.90</td>
<td>6.35</td>
</tr>
<tr>
<td>(iii) Klas 2</td>
<td>7.67</td>
<td>8.26</td>
</tr>
<tr>
<td>(iv) Klas 1</td>
<td>9.00</td>
<td>9.70</td>
</tr>
<tr>
<td>(c) Varkmanne en werknemers in alle ander ambagte en beroep wat nie eiers hierin gespesifiseer word nie, uitgesonder kweekelinge...</td>
<td>11.80</td>
<td>12.70</td>
</tr>
</tbody>
</table>
(d) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word,.....

(e) Vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is voor 11 Februari 1991:
   (i) Eerste jaar
   (ii) Tweede jaar
   (iii) Derde jaar

<table>
<thead>
<tr>
<th>Kategorie werknemer</th>
<th>Vanaf 11 Januarie 1993 tot 4 Julie 1993</th>
<th>From 5 Julie 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per uur</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>5,16</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>6,80</td>
<td>R</td>
</tr>
</tbody>
</table>

(2) Substitueer die volgende voor subklusule (3):

"(3) The wage rate payable to a general worker, a plant operator, a driver or a tradesman, Class 4, shall be determined, in a fair and equitable manner, by negotiation between the employer and the employee."

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

"(6) (a) Every tradesman, Class 1, and craftsman who, on 11 January 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

   (i) In the case of a tradesman, Class 1–60 cents per hour;
   (ii) in the case of a craftsman–60 cents per hour.

   (b) Every tradesman, Class 1, and craftsman who, on 5 July 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

   (i) In the case of a tradesman, Class 1–70 cents per hour;
   (ii) in the case of a craftsman–90 cents per hour."

4. CLAUSE 57 OF PART II:—WAGE RATES

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

"(1) Subject to the provisions of subclause (2) to (6) inclusive and clauses 31 and 32 of Part I of the Agreement, read with clause 51 of this Part, the following shall be the prescribed wage rates for the various categories of employees other than general workers and manufacturing workers:

(2) Vervang subklusule (3) deur die volgende:

"(3) Die loonskaal wat aan ‘n algemene werker, ‘n toe-
rustingbediener, ‘n drywer of ‘n ambagsgesel klas 4 betaal moet word, moet by onderhandeling tussen die werkgewer en die werknemer op ‘n redelike en billike wyse bepaal word."

(3) Voeg die volgende nuwe subklusule (6) in:

"(6) (a) Elk ambagsgesel klas 1 en vakman wat op 11 Januarie 1993 by ‘n werkgewer in diens is vir gaskoold werk in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werlike skool van besoldiging onmiddellik vóór vermelde datum hoër was as die skaal vir sy kategorie werknemer in subklusule (1) gespesifieër, al dan nie, minder die werlike skool van besoldiging betaal word wat by onmiddellik vóór vermelde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

   (i) In die geval van ‘n ambagsgesel klas 1–60 sent per uur;
   (ii) in die geval van ‘n vakman–60 sent per uur.

   (b) Elk ambagsgesel klas 1 en vakman wat op 5 Julie 1993 by ‘n werkgewer in diens is vir gaskoold werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werlike skool van besoldiging onmiddellik vóór vermelde datum hoër was as die skaal vir sy kategorie werknemer in subklusule (1) gespesifieër, al dan nie, minder die werlike skool van besoldiging betaal word wat by onmiddellik vóór vermelde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

   (i) In die geval van ‘n ambagsgesel klas 1–70 sent per uur;
   (ii) in die geval van ‘n vakman–90 sent per uur."

4. KLOUSULE 57 VAN DEEL II:—LOONSKALE

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

"(1) Behoudens subklusules (2) tot en met (6) en klausules 31 en 32 van Deel I van die Ooreenkoms, gelees saam met klausule 51 van hierdie Deel, is die volgende voorgestelde loonskaal vir die verskillende kategorieë werknemers, uitgesonderd algemene werkers en vervaardigingswerkers:
<table>
<thead>
<tr>
<th>Category of employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>(a) Joinery assemblers</td>
</tr>
<tr>
<td>(b) Trainee machine operators serving under contracts of traineeship registered in terms of clause 53 (1):</td>
</tr>
<tr>
<td>(i) First year</td>
</tr>
<tr>
<td>(ii) Second year</td>
</tr>
<tr>
<td>(c) Machine operators</td>
</tr>
<tr>
<td>(d) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence-based modular training scheme:</td>
</tr>
<tr>
<td>(i) Less than 33 per cent</td>
</tr>
<tr>
<td>(ii) 33 per cent or more but less than 66 per cent</td>
</tr>
<tr>
<td>(iii) 66 per cent or more</td>
</tr>
<tr>
<td>(e) Tradesmen, Class 1 (joiners and wood machinists)</td>
</tr>
<tr>
<td>(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees</td>
</tr>
<tr>
<td>(g) Employees employed during the probationary period allowed under the Manpower Training Act, 1981</td>
</tr>
<tr>
<td>(h) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991:</td>
</tr>
<tr>
<td>(i) First year</td>
</tr>
<tr>
<td>(ii) Second year</td>
</tr>
<tr>
<td>(iii) Third year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>From 11 January 1993 to 4 July 1993</th>
<th>From 5 July 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour</td>
<td>Per hour</td>
</tr>
<tr>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>4,72</td>
<td>5,08</td>
</tr>
<tr>
<td>3,84</td>
<td>4,13</td>
</tr>
<tr>
<td>4,72</td>
<td>5,08</td>
</tr>
<tr>
<td>6,79</td>
<td>7,30</td>
</tr>
<tr>
<td>4,13</td>
<td>4,45</td>
</tr>
<tr>
<td>5,90</td>
<td>6,35</td>
</tr>
<tr>
<td>7,67</td>
<td>8,26</td>
</tr>
<tr>
<td>9,42</td>
<td>10,12</td>
</tr>
<tr>
<td>11,80</td>
<td>12,70</td>
</tr>
</tbody>
</table>

The rate laid down for apprentices whose contracts of apprenticeship were entered into on or after 11 February 1991.

---

<table>
<thead>
<tr>
<th>Kategorie werknamer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>(a) Skrynwerkrommerdgers</td>
</tr>
<tr>
<td>(b) Kwêkeling-masjienbedienaars wat diens doen ooreenkomsig kwêkeling-kontakte wat ingevolge klousule 53 (1) geregistreer is:</td>
</tr>
<tr>
<td>(i) Eerste jaar</td>
</tr>
<tr>
<td>(ii) Tweede jaar</td>
</tr>
<tr>
<td>(c) Masjienbedienaars</td>
</tr>
<tr>
<td>(d) Kwêkeling-skrynwerkers wat diens doen ooreenkomsig kwêkeling-kontakte wat ingevolge klousule 53 (2) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is:</td>
</tr>
<tr>
<td>(i) Minder as 33 persent</td>
</tr>
<tr>
<td>(ii) 33 persent of meer maar minder as 66 persent</td>
</tr>
<tr>
<td>(iii) 66 persent of meer</td>
</tr>
<tr>
<td>(e) Ambagsgesel-skrynwerkers en -houtmasjienwerkers klas 1</td>
</tr>
<tr>
<td>(f) Vakman-skrynwerkers en -houtmasjienwerkers en werknamers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwêkeline</td>
</tr>
<tr>
<td>Kategorie werknemer</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>(g) Werknemers wat in diens is gedurende die proefwydperk wat krag-</td>
</tr>
<tr>
<td>tens die Wet op Mannekraplopende, 1991, toegelaat word.</td>
</tr>
<tr>
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<tr>
<td></td>
</tr>
</tbody>
</table>

(h) Vakkleerlinge wie se kontrakte van vakkleerlingskap aangegaan is voor 11 Februari 1991:

(i) Eerste jaar: ........................................ 4,33
(ii) Tweede jaar: ......................................... 5,16
(iii) Derde jaar: .......................................... 6,80

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

"(6) (a) Every tradesman, Class 1 (joiner), tradesman, Class 1 (wood machinist), craftsman joiner and craftsman wood machinist who, on 11 January 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

(i) In the case of a tradesman, Class 1 (joiner) or tradesman, Class 1 (wood machinist)—60 cents per hour;

(ii) In the case of a craftsman joiner or a craftsman wood machinist—60 cents per hour.

(b) Every tradesman, Class 1 (joiner), tradesman, Class 1 (wood machinist), craftsman joiner and craftsman wood machinist who, on 5 July 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

(i) In the case of a tradesman, Class 1 (joiner) or a tradesman, Class 1 (wood machinist)—70 cents per hour;

(ii) In the case of a craftsman joiner or a craftsman wood machinist—90 cents per hour."

Signed at Durban, on behalf of the parties, this 15th day of October 1992.

B. HOFFMANN-JENSEN,
Chairman.

M. L. HOSKINS,
Member.

K. H. DADEL,
Secretary.

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

"(6) (a) Elke ambagsgees Klasse 1 (skrywerker), ambagsgees Klasse 1 (houtmasjenwerker), vakman-skrywerker en vakman-houtmasjenwerker wat op 11 Januarie 1993 by 'n werkgewer in diens is vir geskoolde werk wat in hierdie Coreenkoms ingedeel is, moet, terwyô hy by dieselfde werkgewer in diens is en ongeag of sy werlike skaal van besoldiging omiddellik voor vermelde datum hoer was as die skaal vir sy kategorie werknemer in subklusule (1) gespesifiseer, al dan nie, minstens die werlike skaal van besoldiging omiddellik voor vermelde datum hoer was as die skaal vir sy kategorie werknemer in subklusule (1) gespesifiseer, al dan nie, minstens die werlike skaal van besoldiging omiddellik voor vermelde datum hoer was as die skaal vir sy kategorie werknemer in subklusule (1) gespesifiseer, al dan nie, minstens die werlike skaal van besoldiging betaal word wat hy omiddellik voor vermelde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

(i) In die geval van 'n ambagsgees Klasse 1 (skrywerker) of 'n ambagsgees Klasse 1 (houtmasjenwerker)—60 sent per uur;

(ii) In die geval van 'n vakman-skrywerker of 'n vakman-houtmasjenwerker—60 sent per uur.

(b) Elke ambagsgees Klasse 1 (skrywerker), ambagsgees Klasse 1 (houtmasjenwerker), vakman-skrywerker en vakman-houtmasjenwerker wat op 5 Julie 1993 by 'n werkgewer in diens is vir geskoolde werk wat in hierdie Coreenkoms ingedeel is, moet, terwyô hy by dieselfde werkgewer in diens is en ongeag of sy werlike skaal van besoldiging omiddellik voor vermelde datum hoer was as die skaal vir sy kategorie werknemer in subklusule (1) gespesifiseer, al dan nie, minstens die werlike skaal van besoldiging omiddellik voor vermelde datum hoer was as die skaal vir sy kategorie werknemer in subklusule (1) gespesifiseer, al dan nie, minstens die werlike skaal van besoldiging betaal word wat hy omiddellik voor vermelde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

(i) In die geval van 'n ambagsgees Klasse 1 (skrywerker) of 'n ambagsgees Klasse 1 (houtmasjenwerker)—70 sent per uur;

(ii) In die geval van 'n vakman-skrywerker of 'n vakman-houtmasjenwerker—90 sent per uur."

Namens die partye op heide die 15de dag van Oktober 1992 te Durban onderteken.

B. HOFFMANN-JENSEN,
Voorsitter.

M. L. HOSKINS,
Lid.

K. H. DADEL,
Sekretaris.
LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: AMENDMENT OF MAIN AGREEMENT

1. 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 of this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 12 February 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 union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clause 1 (1) (a) and 3, shall be binding, with effect from the date of publication of this notice and for the period ending 12 February 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

BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND

AGREEMENT

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

Building Industries Association North Boland

and the

Bou Industrië Assosiasie Wes-Boland

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

Building Workers' Union

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

being the parties to the Building Industrial Council, North and West Boland,


1. SCOPE OF APPLICATION

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

(b) in the Magisterial Districts of Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Cares and Tulbagh.

BUONYWERHEID, NOORD- EN WES-BOLAND:
WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaalings van die Ooreenkom (hierna die Wysigingsooreenkom 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 datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkom aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van gecenome Wet, dat die bepaalings van die Wysigingsooreenkom, uitgesonder die vervat in kliousule 1 (1) (a) en 3, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir al die 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 gebieds in kliousule 1 van die Wysigingsooreenkom gespesifieer.

L. WESSELS,
Minister van Mannekrak.

BYLAE

BUONYWERHEIDSRAAD, NOORD- EN WES-BOLAND

OOREENKOMS

coreenkomstig die Wet op Arbeidsverhoudinge, 1956, gestuur deur en aangegaan tussen die

Building Industries Association North Boland

een die

Bou Industrië Assosiasie Wes-Boland

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

Building Workers' Union

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

wat die partye is by die Bouwynerheidsraad, Noord- en Wes-Boland,

1. TOEPASSINGSBESTEK

(a) hierdie Ooreenkom moet nagekom word—

(b) in die landdrosiedistrikte Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Cares en Tulbagh.

(1) Hierdie Ooreenkom moet nagekom word—

(a) deur alle werkgewers en alle wurknemers wat by die Bouwynerheid betrokke of daarin werkzaam is en wat lede is van onderskeidlik die werkgewersorganisasies en die vakvereniging;

(b) in die landdrosiedistrikte Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Cares en Tulbagh.
(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only to those classes of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 3052 of 13 December 1991;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic "sining";

(d) not apply to general foremen;

(e) apply to labour-only contractors, working partners and working directors, principals and contractors.

2. CLAUSE 14: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

Substitute the following for subclause (7):

"(7) Payment for overtime: An employer shall pay an employee, who works overtime at a rate of not less than—

(a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;

(b) in respect of overtime worked—

(i) in excess of one hour daily on Monday to Thursdays inclusive, on and one third,

(ii) on Fridays, one and one third, and

(iii) on Saturdays prior to 17:00, one and a half times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week, subject however, to the employee having worked 44 hours, Monday to Saturday, inclusive, during the specific pay-week. If the employee has worked less than 44 hours during the specific pay-week, irrespective of whether the time so worked was on a normal working day during the week or on a Saturday, the aforementioned overtime wages will not be applicable;

(c) in respect of overtime worked—

(i) after 17:00 on Saturdays;

(ii) on Sundays and up to the normal starting time on Mondays;

(iii) on the public holidays referred to in clause 16 (1) (b);

(iv) during the leave periods prescribed in clause 16 (1) (a);

two times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week."

3. CLAUSE 29: SICK BENEFIT DEDUCTION

Substitute the following for subclause (1):

"(1) Every employer shall, in respect of each employee in his employment who is a member of the trade union which is a party to the Agreement deduct from the wages of each such employee for the purpose of a sick benefit fund the following amount:

Employees for whom wages are prescribed in clause 17 (1) (d), (e), (f), (g), (h), (i), (j) and (k): "R1,60" per week."

Signed, on behalf of the parties, this 21st day of July 1992.

P. J. DE WET,
Councillor.

H. K. VAN WEST,
Vice-Chairman.

N. J. KRUGER,
Secretary.
SCHEDULE

Definitions

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning and “the Scheme” means the Dried Fruit Scheme published by Government Notice No. R. 1065 of 10 June 1988 (corrected by Government Notice No. R. 1464 of 22 July 1988), as amended by Government Notices Nos. R. 1627 of 28 July 1989 and R. 2696 of 15 November 1991.

Imposition of levy and special levy

2. A levy and a special levy are hereby imposed on dried fruit of the kinds specified in column 1 of the Table, that is sold by a producer thereof.

Amount of levy and special levy

3. The amount of the levy and special levy referred to in clause 2 shall respectively be as specified in columns 2 and 3 of the Table opposite the respective kinds of dried fruit.

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BYLAE

Woordomskrywing


Oplegging van heffing en speciale heffing

2. ’n Heffing en ’n speciale heffing word hiermee opgeët op droëvrugte van die soorte in kolom 1 van die Tabel vermeld, wat deur ’n produent daarvan verkoop word.

Bedrag van heffing en speciale heffing

3. Die bedrag van die heffing en speciale heffing in kloause 2 bedoel, is onderskeidelik soos in kolommen 2 en 3 van die Tabel teenoor die onderskeie soorte droëvrugte vermeld.

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| TABLE • TABEL |
| LEVY AND SPECIAL LEVY ON DRIED FRUIT |
| HEFFING EN SPECIALE HEFFING OP DROËVRUGTE |

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Currants/Korente</td>
<td></td>
<td>2,20</td>
<td>5,90</td>
</tr>
<tr>
<td>2. Raisins/Rosyne</td>
<td></td>
<td>2,20</td>
<td>3,10</td>
</tr>
<tr>
<td>3. Seedless raisins/Pilose rosyne:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 Sultanas, bleached/Sultanas, geswael</td>
<td></td>
<td>2,20</td>
<td>8,10</td>
</tr>
<tr>
<td>3.2 Sultanas, unbleached/Sultanas, gelooi</td>
<td></td>
<td>2,20</td>
<td>8,10</td>
</tr>
<tr>
<td>3.3 Thompson seedless raisins/Thompson pilo-so rosyne</td>
<td></td>
<td>2,20</td>
<td>5,90</td>
</tr>
<tr>
<td>4. Prunes/Prulmedante</td>
<td></td>
<td>2,20</td>
<td>6,30</td>
</tr>
<tr>
<td>5. All other kinds of dried fruit/Alle ander soorte droëvrugte</td>
<td></td>
<td>2,20</td>
<td>3,10</td>
</tr>
</tbody>
</table>

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DEPARTMENT OF MANPOWER
No. R. 3386 24 December 1992
LABOUR RELATIONS ACT, 1956
BUILDING INDUSTRY, KIMBERLEY: AMENDMENT 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

DEPARTEMENT VAN MANNEKRAG
No. R. 3386 24 Desember 1992
WET OP ARBEIDSVERHOUINDINGE, 1956
BOUWERHEID, KIMBERLEY: WYSIGING VAN HOOFVNOORENOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Oorenkoms (hierna die Wysigingsoorenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgersorganisasie en die vakvereni-
ging wat die Wysigingsoorenkoms aangepaas het en vir die werkgewers en werkverwers wat lede van genoemde organisasie of vereniging is; en
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

L. WESSELS,  
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY

AGREEMENT

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

Kimberley Master Builders' and Allied Trades Association
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa
(hereinafter referred to as the “employees” or the “trade union”), of the other part,

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


A. ADMINISTRATIVE AND GENERAL

1. SCOPE OF APPLICATION

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

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

(b) in an area bounded by and included in a radius of 20 kilometres of the General Post Office, Kimberley, in the Magisterial District of Kimberley.

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

(a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act of any conditions fixed thereunder;

(c) labour-only contractors, working partners and working directors, principals and contractors.

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

(a) clerical employees and administrative staff;

(b) university students and graduates in building science and construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van die Wyisingsooreenkomst, uitgesondert die vervat in klusules 1 (1) (a) en 5 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgevers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrekke is by en/of in dienis is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klusule 1 van die genoemde Ooreenkoms gespesifiseer.

L. WESSELS,  
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY

OOREENKOMS

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

Kimberley Master Builders’ and Allied Trades Association
(hierna die “werkgewers” of die “werkgewersorganisatie” genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa

A. ADMINISTRATIEF EN ALGEMEEN

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet in die Bounywerheid nagekom word—

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

(b) in ‘n gebiedegrens deur en ingesluit binne ‘n straal van 20 kilometer vanaf die Hoofpostkantoor, Kimberley, in die landdrostdistrik Kimberley.

(2) Ondanks subklusule (1), is hierdie Ooreenkomst van toepassing op—

(a) vakleerlinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met ‘n kontrak wat daar- kragtens aangegaan of met voorwaardes wat daarkrags gestel is, onbestaanbaar is nie;

(b) kwelkinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie met daardeur Wet of met voorwaarde wat daarkrags gestel is, onbestaanbaar is nie;

(c) slegs-ardheid-kontraktes, werkende vennote en werkende direkteure, principale en aannemers.

(3) Ondanks subklusule (1) (a), is hierdie Ooreenkomst nie van toepassing nie op—

(a) klere en administratiewe personeel;

(b) Universiteitstudente en gegradeerdes in die bouwetenskap en konstruktiebedehouers, konstruktiewepmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.
G. FUNDS AND CONTROL THEREOF

2. CLAUSE 35: BUILDING INDUSTRY HOLIDAY FUND, KIMBERLEY

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

"(5) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of subclause (2) unless such stamps are affixed in a contribution book deposited with the employee.".

(2) Substitute the following for subclause (11) (a) (b) and (c):

"(11) Unclaimed leave pay: Should an employee fail to claim his leave pay within a period of six months from the date on which the annual leave period commences, the leave pay due to such employee shall become forfeit and shall accrue to the Council's general and/or benefit funds. The Council, however, shall consider all claims for payment lodged after the expiration of the said period and may in its discretion authorise payment thereof.".

3. CLAUSE 38: BENEFIT FUND FOR ARTISANS

(1) Insert the following new subclause (1) (b):

"(b) Employers may join the Artisans' Benefit Fund on a voluntary basis, by making the prescribed contributions.".

(2) Substitute the following for subclauses (3) (a) (i):

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;".

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

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;".

(4) Substitute the following for subclause (3) (c) (i):

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;".

(5) Substitute the following for subclause (3) (d) (i):

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;".

(6) Substitute the following for subclause (4) (a) (ii):

"(ii) a member who has received benefits for 45 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Benefit Fund for at least 26 weeks subsequent to the receipt of the benefits;".

(7) Delete subclause (4) (b) in its entirety.

(8) Substitute the following for subclause (4) (e) (iii):

"(iii) benefits shall not be payable for the first two hours of continuous suspension;".

(9) Substitute the following for subclause (4) (e) (iv):

"(iv) the claim for payment is signed by the employer and furnished to the Council within 14 days of the claim arising;".

G. FONDSE EN DIE BEHEER DAAROOOR

2. KLOSUUL 35: VAKANSIEFONDS VAN DIE BOUWYWERHEID, KIMBERLEY

(1) Vervang subklausule (5) deur die volgende:

"(5) Die Raad is nie aanspraklik nie vir betaling ten opsigte van seëls wat ooreenkoms met subklausule (2) aan werknemers uitgereik is, tenpy sodanige seëls geplak is in 'n bydraeboek, wat deur die werknemer bewaar moet word.".

(2) Vervang subklausule (11) (a) (b) en (c) deur die volgende:

"(11) Onopgelêste jaarbydrae: Indien 'n werknemer verouder of sy jaarbydrae afgestel is binne 'n tydperk van ses maande vanaf die datum waarop die jaarlikse bydraetyperk 'n aanvang neem, verhef hy die jaarbydrae afgestel tans to die algemene en/of bestandsfonds van die Raad toe. Die Raad moet egter onvoorwaardelik en onmiddellik ten volle 'n bydraeboek aan die werknemer bied wat deur hem of sy na voltooie tydperk 'n bydraeboek word gelever; en kan na goedgedeurde betaling daarvan magtig bereken.".

3. KLOSUUL 36: BYSTANDSFONDS VIR AMBAGSMANNE

(1) Voeg die volgende nuwe subklausule (1) (b) by:

"(b) Werkgevers kan hulle op 'n vrijwillige basis by die Bystandsfonds vir Ambagsmanne aansluit as deur die voorregte van sy bydrae te maak.".

(2) Vervang subklausule (3) (a) (i) deur die volgende:

"(i) gedurende die 20 maande vanaf 1 Januarie 1992, minstens 26 bydraes kragsens subklausule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gelyke betaling gee;".

(3) Vervang subklausule (3) (b) (i) deur die volgende:

"(i) gedurende die 20 maande vanaf 1 Januarie 1992, minstens 26 bydraes kragsens subklausule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gelyke betaling gee;".

(4) Vervang subklausule (3) (c) (i) deur die volgende:

"(i) gedurende die 20 maande vanaf 1 Januarie 1992, minstens 26 bydraes kragsens subklausule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gelyke betaling gee;".

(5) Vervang subklausule (3) (d) (i) deur die volgende:

"(i) gedurende die 20 maande vanaf 1 Januarie 1992, minstens 26 bydraes kragsens subklausule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gelyke betaling gee;".

(6) Vervang subklausule (4) (a) (ii) deur die volgende:

"(ii) 'n lid wat bystand vir 45 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie, tenpy bydraes namens hom vir minstens 26 weke tot die Fonds gedoen is na ontvangs van die bystand;".

(7) Skrap subklausule (4) (b) in sy geheel.

(8) Vervang subklausule (4) (e) (iii) deur die volgende:

"(iii) geen bystand vir die eerste twee uur van die diensopskorting op elke dag betaal word nie;".

(9) Vervang subklausule (4) (e) (iv) deur die volgende:

"(iv) die eis vir betaling deur die werkower onderteken is en binne 14 dae nadat die eis ontvang het, by die Raad ingediend is.".
(10) Substitute the following for subclause (6) (b):

"(b) If at any time the amount to the credit of the Benefit Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Benefit Fund exceeds R250 000."

(11) Delete subclause (6) (c).

4. CLAUSE 37: BENEFIT FUND FOR NON-ARTISANS

(1) Substitute the following for subclause (4) (a):

"(a) he has made at least 28 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;";

(2) Substitute the following for subclause (4) (b):

"(b) he has been unable to pursue his occupation due to sickness or accident for at least three days;";

(3) Substitute the following for subclause (5) (a) (i):

"(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit shall accrue from the beginning of the sick leave;";

(4) Substitute the following for subclause (5) (a) (ii):

"(ii) a member who has received benefits for 36 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Fund for at least 26 weeks subsequent to the receipt of the benefits;";

(5) Delete subclause (5) (b) in its entirety.

(6) Substitute the following for subclause (5) (c) (i):

"(i) earned at least 28 stamps in the 20 months immediately before the date of his retirement, of which at least one stamp must have been earned in the 3 months immediately before his retirement; and"

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

"(iii) worked in the Building Industry, Kimberley, for at least five years;".

(8) Delete subclause (5) (d) in its entirety.

(9) Substitute the following for subclause (5) (e) (iii):

"(iii) benefits shall not be payable for the first two hours of continuous suspension;"

(10) Substitute the following for subclause (5) (e) (iv):

"(iv) the claim for payment is signed by the employer and furnished to the Council within 14 days of the claim arising.";

(11) Substitute the following for subclause (7) (b):

"(b) If at any time the amount to the credit of the Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Fund exceeds R250 000."

(12) Substitute the following for subclause (7) (c):

"(c) A certificate from any registered doctor or hospital shall be sufficient evidence of the illness of the member.".

5. CLAUSE 44: SUBSCRIPTIONS: KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Substitute the following for subclause (1):

"(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 75c per week in respect of each of his employees;".

(10) Vervang subklousule (6) (b) deur die volgende:

"(b) As die bedrag in krediet van die Bystandsfonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Bystandsfonds meer as R250 000 is.".

(11) Skrap subklousule (6) (c) in sy geheel.

4. KLOUSULE 37: BYSTANDSFONDS VIR NIE-AMBAGSMANNE

(1) Vervang subklousule (4) (a) deur die volgende:

"(a) hy gedurende die 20 maande onmiddellik voordat die eis ontstaan het, minstens 28 bydrae kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;".

(2) Vervang subklousule (4) (b) deur die volgende:

"(b) hy minstens drie dae nie in staat was om sy beroep weens siekte of ongeluk uit te oefen nie."

(3) Vervang subklousule (5) (a) (i) deur die volgende:

"(i) geen vergoeding betaalbaar is nie indien afwesigheid van dié werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop die bystand vanaf die aanvang van die siektetevolging;"

(4) Vervang subklousule (5) (a) (ii) deur die volgende:

"(ii) 'n lid wat bystand vir 36 dae in 'n jaar ontvange het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie, tensy bydrae namens hom vir minstens 26 weke tot die Fonds gedoen is en ontvang van die bystand;"

(5) Skrap subklousule (5) (b) in sy geheel.

(6) Vervang subklousule (5) (c) (i) deur die volgende:

"(i) minstens 28 saëds in die 20 maande onmiddellik voor die datum van sy aftrede verdien het, waarvan minstens een seël in die 3 maande onmiddellik voor sy aftrede verdien moet gewees het; en"

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

"(iii) minstens vyf jaar in die Bouvywerheid, Kimberley, werkzaam was.".

(8) Skrap subklousule 5 (d) in sy geheel.

(9) Vervang subklousule (5) (e) (iii) deur die volgende:

"(iii) geen bystand vir die eerste twee uur van diensopskorting op elke dag betaal word nie;"

(10) Vervang subklousule (5) (e) (iv) deur die volgende:

"(iv) die eis vir betaling deur die werkgewer onderteken is en binne 14 dae nadat die eis ontstaan het, by die Raad ingediend is.".

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

"(b) As die bedrag in die krediet van die Fonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Fonds meer as R250 000 is.".

(12) Vervang subklousule (7) (c) deur die volgende:

"(c) 'n Sertifikaat van 'n geregistreerde geneesheer of die hospitaal is voldoende bewys dat die lid siek was.".

5. KLOUSULE 44: LEDEGELD: KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 'n bedrag van 75c per week aan die Raad betaal en opsigte van elkeen van sy werknemers.".
6. CLAUSE 48: MILITARY SERVICE FUND (KIMBERLEY)

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

"(a) have made at least 26 contributions to the fund during the 12 months immediately prior to the date of his commencing military service, of which at least one must have been made during the last three months; and"

(2) Substitute the following for subclause (9):

"(9) If at any time the amount standing to the credit of the Military Fund falls below R10,000, payments shall be suspended and shall not be resumed until the amount to the credit of the Military Fund exceeds R12,000.".

Signed at Kimberley, on behalf of the parties, this 5th day of August 1992.

V. N. Smailes,
Chairman.

A. R. Hermanus,
Vice-Chairman.

P. R. Serfontein,
Secretary.

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6. KLOUSLE 46: MILITÉREDIENSFONDS (KIMBERLEY)

(1) Vervang subklausule (6) (a) deur die volgende:

"(a) minstens 26 bydraes gemaak het gedurende die 12 maande onmiddellik voor die aanvangsdatum van sy militêre diens, waarvan minstens een bydrae gedurende die laaste drie maande voor die eis gemaak moet gewees het; en"

(2) Vervang subklausule (9) deur die volgende:

"(9) Indien die bedrag in die krediet van die Militêre Fonds te eniger tyd beneden R10 000 daal, moet uitbetalings opgeskryf word en nie herverde word nie voordat die bedrag in die krediet van die Militêre Fonds op meer as R12 000 is."

Namens die partye op hede die 5de dag van Augustus 1992 te Kimberley onderteken.

V. N. Smailes,
Voorsitter.

A. R. Hermanus,
Ondervoorsitter.

P. R. Serfontein,
Sekretaris.
6. CLAUSE 46: MILITARY SERVICE FUND (KIMBERLEY)

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

"(a) have made at least 26 contributions to the fund during the 12 months immediately prior to the date of his commencing military service, of which at least one must have been made during the last three months; and"

(2) Substitute the following for subclause (9):

"(9) If at any time the amount standing to the credit of the Military Fund falls below R10 000, payments shall be suspended and shall not be resumed until the amount to the credit of the Military Fund exceeds R12 000."

Signed at Kimberley, on behalf of the parties, this 5th day of August 1992.

V. N. SMAILES,
Chairman.

A. R. HERMANUS,
Vice-Chairman.

P. R. SERFONTEIN,
Secretary.

No. R. 3387
24 December 1992

MANPOWER TRAINING ACT, 1981

BUILDING INDUSTRIES TRAINING BOARD: DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

I, Leon Wessels, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

(a) designate in the Building Industry in the Republic of South Africa the trade "Bricklayer and Plasterer" as a trade in respect of which the Act shall apply;

(b) designate in the Building Industry the trade "Roofier" as a trade in respect of which the Act shall apply in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Bredasdorp, Caledon, Calitzdorp, Ceres, East London, George, Goodwood, Hermanus, Hopefield, Humansdorp, Joubertina, Knysna, Kuils River, Ladismith, Malmsbury, Moorreesburg, Mossel Bay, Oudtshoorn, Paarl, Piketberg, Port Elizabeth, Queenstown, Riversdale, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Tulbagh, Uitenhage, Uniondale, Vredenburg, Wellington, Worcester and Wynberg;

(c) replace the list of trades that appears in paragraph 1 (a) of Government Notice No. R. 168 of 1 February 1991, as amended by Government Notice No. R. 2400 of 4 October 1991, by the following:

TRADES

1. Bricklayer (3);
2. Bricklayer and Plasterer (4);
3. Carpenter (8);
4. Joiner and Woodmachinist (7);
5. Painter and Decorator (6);
6. Plasterer and Tiler (5);

AMBAGTE

1. Dakoprigter (8);
2. Lodgieter (7);
3. Messelaar (1);
4. Messelaar en Pleisteraar (2);
5. Pleisteraar en Teëliëer (6);
6. Skilder en Versierder (5);
7. Plumber (2);
8. Roofer (1);
9. Shopfitter (9); and

d) prescribe, with effect from the date of publication of this notice, the Conditions of Apprenticeship as set out in Government Notice No. R. 168 of 1 February 1991, as amended by Government Notice No. R. 2400 of 4 October 1991, as conditions of apprenticeship in respect of the trades "Bricklayer and Plasterer" and "Roofer".

L. WESSELS,
Minister of Manpower.

No. R. 3388
24 December 1992
MANPOWER TRAINING ACT, 1981
EXEMPTION IN TERMS OF SECTION 47 (1):
EXTENSION OF PERIOD

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 47 (2) of the Manpower Training Act, 1981, extend the period fixed in Government Notice No. R. 9 of 3 January 1992 in respect of the Motor Industry by a further period ending 30 April 1993.

L. WESSELS,
Minister of Manpower.

No. R. 3389
24 December 1992
LABOUR RELATIONS ACT, 1956
FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

No. R. 3389
24 December 1992
WET OP MANNEKRAGOPLEIDING, 1981
VRYSTELLING INGEVOLGE ARTIKEL 47 (1):
VERLENING VAN TYDPERK

Ek, Leon Wessels, Minister van Mannekrag, verleng hierby, kragtens artikel 47 (2) van die Wet op Mannekragopleiding, 1981, die tydperk soos vasgestel in Goewermentskennisgewing No. R. 9 van 3 Januarie 1992 ten opsigte van die Motorwyverheid met 'n verdere tydperk wat op 30 April 1993 eindig.

L. WESSELS,
Minister van Mannekrag.

No. R. 3389
24 December 1992
WET OP ARBEIDSPROVINGE, 1956
MEUBELNYWERHEID, WES-KAAPLAND: WYSIGING VAN VOORSORGFONDSCOOREENKOMS

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

(a) kragtens artikel 49 (1) (a) van die Wep op Arbeidsp Grovinge, 1956, dat die bepaling van die Ooreenkoms (hierna die Wysigingsoorhoorskoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderwysing, 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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsoorhoorskoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van die Wysigingsoorhoorskoms, uitgesonder dit vervat in klausule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderwysing, Nywerheid, Bedryf of Beroep in die gebiede in klausule 1 van die Wysigingsoorhoorskoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.
From home, with a log in the water tank.
Preparing to Join

The big switch-on will go off smoothly, so is assured.
Those royal calls could have been kept private

Prince Charles, Princess Diana and Charles's friend Camilla Parker Bowles must all wish that digital cellular phones had arrived earlier.

Had they been using the type which will be standard in South Africa from the beginning, instead of the analogue variety, certain famous conversations would never have become public knowledge.

The British monthly MTN (Mobile Telecommunications News) points out in an editorial that "conversations on analogue cellular can be easily intercepted, although it is more difficult if the cellular transceiver is moving through an area where the density of cells is high. This increases the number of frequency shifts necessary to maintain the call as it is handed-off from cell to cell.

"Digital technology such as GSM (the system to be used in South Africa) and MCN will bring back the privacy of mobile calls — until someone produces a digital scanner that breaks into the encryption algorithm."
Supreme Court action over duty?

The customs duty to which cellular phones are liable — not by South Africa's rules but those of the Customs Cooperation Council (CCC) in Brussels — may result in an action in the Supreme Court. Importers are mightily upset by the fact that it is 15 percent, whereas cordless phones attract only 5 percent — with a Department of Finance surcharge of 5 percent in both cases.

"Classification of goods is very much an international affair run by the CCC," says Customs & Excise deputy commissioner Izak Coetzee. "We are bound in South Africa by law to follow its rulings, as this country is a signatory of the convention which set up the Council.

"So far the decision has been that a cordless telephone consisting of a handpiece and a base connected by line to the central telephone system is a telephone set, whereas the cellular phone is a radio frequency device."

He elaborates that goods are classified without any reference to tariffs, which are the business of the Board of Tariffs & Trade (BTT). "Bodies such as BTT are universally allowed to introduce separate provisions if they so wish."

Strange

And last week the BTT received an application from the Cellular Telephone Manufacturers' & Importers' Association (CTMIA) over the seemingly strange anomaly.

This was confirmed by CTMIA's chairman, Bryan Irwin, Siemens' marketing manager for GSM (Global System Mobile).

Coetzee says that if the classification remains the same and the Board does not recommend adjustment of the rates of duty, further recourse — again under international rules — is to the Supreme Court.

CTMIA's vice-chairman, Derek Morris of Panasonic Business Systems, says the authorities have to be careful that VAT is not lost because people are able to buy cellular phones more cheaply overseas.

"The universality of GSM, adopted by South Africa, means the same handsets are available and useable — in all countries using the system."
Union urges members not to vote in April

By Mokgadi Pela

SOWETO 6/12/93

The Black Allied Mining and Construction Workers' Union decided yesterday not to take part in next year's April 27 elections.

The union said the elections fell short of empowering black workers and delivering liberation.

The congress was attended by about 1,500 workers.

The union committed itself and the Azanian People's Organisation to politically educating its 50,000 members.

Bamcwa also resolved to demand repayment of unlawfully deducted income tax which was often high and inconsistent.

On Saturday, Bamcwa president Mr Paulos Mosae, called on Azapo to initiate a conference of the left.

"Such a conference should deal with only two issues — socialism and the establishment of a Socialist Workers Republic of Azania," he said to thunderous applause.
CONSTRUCTION - LABOUR

1994 - 1995
Black builders seeking more muscle

The construction industry needs to identify and train black entrepreneurs who in turn would provide impetus for employing construction workers, says Douglas Setuke, general secretary of the National Black Contractors and Allied Trades' Forum (Nabcat).

The head of Nabcat, which was formed from 17 associations representing black builders and small contractors, said: "Until the status quo in the construction industry is challenged through the development of black entrepreneurs, there can be no redressing of imbalances in the industry."

He was responding to an agreement reached by organised labour and the National Committee for Labour Intensive Construction which resulted in the Framework Agreement for Public Works Projects using labour-intensive construction systems.

"The focus of the agreement revolves around the reintroduction of a higher labour component into an industry which has increasingly mechanised its operations," said Mr Setuke.

"If this is not done, the end result will carry additional expenditure which, in turn, will be rejected by potential customers.

"As it stands, the agreement fails to address the issue of restructuring the industry to accommodate the small entrepreneur from the disadvantaged sector of the community, especially in respect of finance." "If a small contractor wins a contract for R1.2 million, the first thing he has to provide is 10 percent surety. Presuming he can raise this, he next has to find working capital. However, he comes from a background in which access to such facilities is not available.

The emerging entrepreneur must compete on an equal basis with existing companies otherwise they will remain part of the informal sector for years to come."

Mr Setuke said Nabcat was working on a national directory of black contractors to make their services widely known and accessible.
Construction industry sheds 60,000 jobs

Employment in the construction industry fell by more than an eighth, or 60,000 jobs, in the past eight years as companies battled to survive the lengthy recession in the sector.

A Bureau for Economic Research survey said the industry had, by mid-1993, shed more than 52,000 of the 410,000 people employed in 1985. Industry sources estimated that a further 9,000 jobs had been lost over the past nine months.

The survey found that the number of building plans passed last year fell 15%, indicating the "recession in the building industry is by no means over (32)."

Apart from investment in non-residential buildings, which increased during the second half of last year, the only sector which expanded was flats and townhouses. "We suspect violence and crime played a major role in this. Consumers appear to be looking for safety features," usually offered by such complexes, it said.

However, the survey said the decline in building plans passed for dwelling houses was bottoming out and could turn positive in the near future. Factors playing a role in this trend included improvements in real disposable income and reductions in the bond rate.

Central Statistical Service figures showed the number of building starts in the residential sector had dropped an average 2.7% in 1993 over 1992, while those in the non-residential sector had plummeted by almost a third.

"These two facts suggest that building activity will remain sluggish during at least the first half of 1994," said the survey.

But the number of houses started during the second half of 1993 was greater than the number during the first half and it was clear that the decline in the non-residential market was bottoming out.

The survey said this meant that "fixed investment in buildings this year would decline, but at a slower tempo."
Only half the jobs of five years ago.

TOM HOOD

EMPLOYMENT in the building industry is down to half what it was five years ago, says Ovcon's managing director Jan Kaminski.

This would present vast problems when the government's promised housing drive got underway, at the same time as the Cape built infrastructure for the Olympic Games, he said in an interview.

Almost no training was done during the depression and few artisans who left would return, which meant many companies would have to manage with semi-skilled workers.

Ovcon had maintained its core labour force in expectation of an upturn, though this had meant almost a doubling up on jobs and people taking extended holidays.

Economic houses would have to be designed so they might be constructed simply.

Construction companies could make vast profits, for they could handle between 30 and 40 percent more work with the same overheads as now and under-used plant.

Contractors were wary about taking on large contracts at today's low margins and feared they could land in trouble when the upturn — if not boom — came.

Any work that came now would be at higher prices because the price of materials was expected to rise and with more work, productivity would drop.
Building jobs down 50% in 5 years

BY TOM HOOD

Cape Town — Employment in the building industry is down to half what it was five years ago, says Ovcon managing director Jan Kaminski.

This would present vast problems when the Government's promised housing drive got under way at about the same time as the Cape-built infrastructure for the Olympic Games, he said in an interview.

Almost no training had been done during the recession.

Few of the artisans who left would return, which meant many companies would have to manage with only semi-skilled workers at best.

Ovcon had maintained its core labour force in expectation of an upturn, though this had meant almost a doubling up on jobs and encouraging people to take extended holidays.

Economic houses would have to be designed in such a way that they could be constructed as simply as possible.

Construction companies would be able to make vast profits, for they would handle between 30 to 40 percent more work with the same overheads as now and with under-used plant.

Contractors were wary about taking on large contracts at today's low margins and feared they could land in trouble when the upturn — if not boom — came.

Any work that came now would be at higher prices because the price of materials was expected to rise and, with more work, productivity would drop.
Job boom predicted in building industry

MORE than 750 000 new jobs will be created in the building industry by the turn of the century as a result of government’s housing and infrastructural initiatives, according to industry statistics released at the weekend.

This follows an eight-year recessionary period — characterised as the worst downturn since the Second World War — during which an estimated 160 000 jobs were lost in the building and construction industry alone.

Housing Minister Joe Slovo believes more than 50 000 low-cost homes can be built this year, rising by 1998 to the required 325 000 level needed to house SA’s growing population, and making inroads into the huge backlog.

Building Industries’ Federation of SA (Bifsa) executive director Ian Robinson said the spinoff for the building and construction industry would be immense, but significant resources needed to be committed to training in order to meet the increased demand.

In terms of this, Slovo has committed more than R200m annually to training in the industry, significantly up on the R20m which Bifsa had been spending each year.

BMT Building Research Strategy consulting unit MD Llewellyn Lewis conducted a survey on the composition of the average on-site workforce to determine SA’s training needs.

According to respondents surveyed, about 30% of the workforce on a typical building site was made up of skilled workers, 25% semi-skilled, 37% generally unskilled and 8% supervisory staff and foremen.

This meant that between 35 000 and 40 000 of the 750 000 new entrants into the building industry over the next six years would have to be trained annually as artisans. The best achievement of the building industry in this regard was to train about 7 000 artisans a year.

“There is no doubt that if the building industry returns to the activity levels of 1994 within four years, all the available skills will be required and there will be work enough for all the different sectors of the building fraternity.

“Surveys show the black building contractors are willing to establish joint ventures and partnerships, are willing to train their own employees and are confident that the targets of the regional development programme can be achieved,” Lewis said.

Robinson said the construction industry was encouraged by government’s commitment to draw business into the process of governing.

The newly formed Council for Construction in SA had set up a task force to lobby government on behalf of a united construction industry.

Robinson said the task group had identified the “speedy delivery of mass housing” as the primary goal of the industry in which projects providing 1 000 units or more at a time had to be catered for.

“However, this once again highlights the urgent need to restock the skills pool and to boost production of essential building materials. A comprehensive audit of the training and resource requirement is currently being conducted by Bifsa in conjunction with the National Housing Forum.”
Basil Read issues strike ultimatum

Basil Read management last week issued an ultimatum to about 220 striking Construction and Allied Workers' Union members in terms of which they face dismissal if they do not report for work tomorrow having unconditionally accepted the company's wage offer.

MD Chris Jarvis said workers were locked out on June 24 after "months of negotiations" interspersed by unprocedural industrial action.

Cawu said it had applied for a court order declaring the lock-out illegal "as no prior notice was given". The company's current final wage offer is 8.5% with 5% backdated to March 1 and the balance payable from February 1. The conditional 8% increase offer rejected by the union was withdrawn when workers failed to report for duty.

Cawu declared a dispute with its demand of 14% and had failed to move during meetings.

Meanwhile, Cawu and Capr Lime settled on wages and the strike at the company's Port Elizabeth, Durban and Benoni plants which began on June 27 would end today. Cawu general secretary Matthews Oliphant announced.
Building workers in wage protest

Staff Reporter
MORE than 1 000 building workers from six trade unions gathered today at the Building Industrial Council (BIC) offices on the Foreshore to demand wage increases.

The noisy crowd handed their list of demands to the Master Builders Association.

The unions are the Amalgamated Society of Woodworkers, Amalgamated Union of Building Trade Workers, Building Workers Union, Construction and Allied Workers Union, South African Operative Masons Society and South African Woodworkers Union.
BUILDING workers' representatives will meet the Master Builders Association today to discuss wage and other demands following a city centre protest by more than 1,000 workers.

During yesterday's demonstration workers from six unions converged on the Building Industrial Council (BIC) offices on the Foreshore to hand over a list of demands to the Master Builders Association (MBA).

Protesters toy-toyed, shouted slogans and displayed posters which read "Viva the worker's struggle" and a picture of a skeleton with the words "Still waiting for an increase".

"We are sick of waiting. This has been going on since Monday and we are tired," said worker Johnny Johnson.

"We are always told they would come back to us. Well, they never do and now we are taking mass action and we will keep it up until they give us some answers to our demands," he said.

"All we are asking for are our rights," Mr Johnson said.

His views were echoed by William Gaji who said workers had travelled to the CIB offices to get answers immediately.

Rodney Damons of the Building Workers Union said workers were also upset about the use of unskilled people for skilled work and the importation by certain employers of skilled workers for supervisory jobs.

President of the MBA Barry van Breda assured workers their demands would be looked at very carefully.

"We will be having a meeting with your representatives. I regard this meeting as a very serious event. Rest assured we will look at your demands," he said.

The entrance to the building was locked when workers tried to force their way through.
THE BUILDING industry in the Western Cape ground to a halt on Monday as angry workers protested against unfair labour practices and low wages in the industry.

In the first strike since 1924 more than 400 people from all six builders' unions gathered outside the Building Industrial Councils (BIC) offices on the foreshore to deliver their demands.

Included in the 16 demands tabled by the unions were a basic minimum wage of R30 an hour for artisans, an investigation of the council's pension fund, a review of the BIC's constitution and an end to "piece work", "task work" and "labour only" work.

According to builders, however, contractors simply avoid the legislation by hiring sub-contractors, who are then responsible for worker benefits, at a fixed price for the job.

The sub-contractor is then forced to hire cheap and unskilled labour and use sub-standard materials to make a profit.

Workers claim that this is precisely what happened in Delf and Blue Downs property developments where badly built houses were damaged during the recent storms.

The BIC was established to negotiate between workers and employers and introduced a great deal of legislation into the industry including a minimum wage, medical aid and pension benefits.

ON STRIKE: Poor salaries and unfair labour practices in the building industry have led to a downing of tools in the industry — the first since 1924

One union member said that employers victimised workers by ignoring labour legislation, manipulating work hours to avoid paying benefits and threatening workers with dismissal and unemployment.
Building workers protest on Foreshore

IN a second show of strength this week, about 1,000 workers demonstrated outside the offices of the Building Industrial Council for the Western Province on the Foreshore today.

They are among 2,000 workers from six trade unions who are striking illegally.

Before arriving in the city centre, the workers were warned by police to leave the Norwich Life construction site in Claremont as they were trespassing.

Hundreds of workers carrying sticks and branches arrived at Claremont station about 9:15am and marched along Main Road to the building site "to fetch builders to join us (for the Foreshore demonstration)."

The workers are demanding wages of R30 a day for artisans, R25 a day for general workers, a 13th cheque and pay for rainy days.

Master Builders Association president Barry van Breda predicted yesterday the illegal action would stop soon.

The unions are the Amalgamated Society of Woodworkers, the Amalgamated Union of Building Trade Workers, the Building Workers Union, Construction and Allied Workers Union, South African Operative Masons Society and the South African Woodworkers Union.
Builders' strike suspended
Back-to-work call to wildcat strikers

By CHARL DE VILiers

TWO trade unions yesterday appealed to thousands of Western Cape construction workers to end a five-day wildcat strike and get back to work tomorrow so that stymied wage talks could continue.

The call by the Construction and Allied Workers Union and SA Woodworkers Union followed an attack on Friday in which five non-strikers were allegedly hurt at a Cape Town building site.

Cawa Western Cape secretary Lulamile Mqileka said the decision to suspend the "spontaneous" action had been taken by a 160-member negotiating council representing workers and six unions on Friday night.

"We want to make an appeal to all construction workers to report for work on Monday morning. We want to continue with negotiations as normal, and follow the right procedures," he said.

The mass walkout began last Monday and stopped production at Peninsula building sites for five days, SA Woodworkers Union general-secretary Mr Eddie Kapp said. Affected companies included construction giants like Murray and Roberts, Julius Cohen, Stocks and Stocks, LTA and Ocean.

A Supreme Court interdict against the strike was served on six trade unions and several individuals on Thursday.

"While it is a trade union's duty to support all grievances of workers, we obviously do not accept intimidation," Mr Mqileka said.

The assaults reportedly took place after about 60 strikers broke away from a march to the Building Industry Industrial Council offices at the Thomas Pattullo Building on the Foreshore.

Speaking at a press conference, Mr Mqileka and Mr Kapp said the unions wanted to resume annual pay talks with the Master Builders Association and Small Builders Association on Tuesday. — Sapa
Plea for end to city strike

THOUSANDS of striking construction workers are being asked to return to work today and end a five-day wildcat strike that saw workers on a city construction site being attacked on Friday.

Mr Rodney Damon, director of the Building Workers' Union, said yesterday the appeal was from all six-trade unions representing the majority of construction workers.

This included the BWU, the Amalgamated Society of Woodworkers, Amalgamated Union of Building Trade Workers, the SA Operative Masons' Society, the Construction And Allied Workers' Union and the SA Woodworkers' Union.

Mr Damon said the decision to suspend action was taken by all six unions at a meeting on Friday, following an attack in which five non-strikers were hurt at a city centre building site.

The mass walkout began on Monday and stopped production at Peninsula building sites for five days. A Supreme Court interdict against the strike was served on six trade unions and several individuals on Thursday.
Basil Read fires workers

ERICA JANKOWITZ

ABOUT 190 Construction and Allied Workers' Union members who failed to return to work and accept Basil Read's wage offer were dismissed yesterday. CWA general secretary Matthew Oliphant said: Management locked out workers when it became obvious that they would embark on a legal wage strike following a strike ballot, he said. However, no warning of this action was given to workers or the union.

After two weeks, the company told workers to return to work by yesterday and agree to the company's 8.5% wage offer or face dismissal. The union, demanding a 14% pay rise, declared a dispute.

Basil Read MD Chris Jarvis said shop stewards failed to arrive for a scheduled meeting on Monday. No response to the company's ultimatum had been received from workers.
Building strike pauses
ERICA JANKOWITZ

SEVEN thousand workers in the Western Cape building industry were expected to suspend their strike yesterday in preparation for a negotiating council workshop scheduled for this weekend.

However, patchy attendance was reported as the trade unions involved were unable to inform all workers of the decision. 2/1/94

Companies reported the building industry in the area ground to a halt last week as a result of the industrial action.

The dispute was sparked by workers' unhappiness with the progress of wage negotiations and proposed restructuring of the industrial council.

Representatives of the unions met the Master Builders' Association at the weekend to work out a plan of action.

The strike, which began on Monday, was called by six unions, including the Construction and Allied Workers' Union and SA Operative Masons' Union.

It was resolved with the parties agreeing to establish the negotiating council, consisting of worker and management members.
Civil engineers report recovery

The civil engineering sector's recovery is powering ahead with turnover forecast to rise almost a quarter this year over last, but economists warn that capacity constraints could hinder growth.

SA Federation of Civil Engineering Contractors economist Henk Langenhoven said yesterday the industry's turnaround had been confirmed with growth in employment, wages and contract awards since January.

However, there was concern about "very rapid gains in almost all indicators". The short-term growth suggested "capacity constraints arising at this early stage", he said.

"A slackening of the pace could be evident during the second half of 1995, with a resumption of high growth thereafter."

The industry would struggle to meet the demands placed on it, given the sharp drop in employment figures to 53,200 in 1993 from 93,500 in 1989 and the fact that many organisations had ageing and inappropriate plant.

There was a strong trend towards the building of cement roads during the 1980s and the sector geared up for this, but the reconstruction and development programme dictated that labour-intensive methods would be needed with future road contracts.

"On the other hand, we are concerned about the longer-term sustainability of growth as a result of the poor state of government finances and movements of capital in and out of the country," Langenhoven said.

The civil engineering industry had benefited from large investment projects by the private sector in the early phases of the current economic activity. These projects would reach their peak by the end of the year.

Langenhoven said delayed announcements on toll road developments had caused uncertainty. And the general feeling was that the RDP would have minimal effect in the short term — increasing turnover by between 2% and 4% in rand terms over the next two years.

Plant prices were expected to rise 11% this year and 12.5% next year. Material prices should move in line with producer price increases of 8.3% and 9.3% respectively this year and next year.

Wilson Bellby Holmes executive chairman Brian Holmes said the work would change from massive capital intensive projects to the provision of infrastructure.

"We are starting to see major road contracts coming through which will sustain the industry for the next 12 to 18 months, but there is uncertainty about what will happen thereafter."

Holmes said the biggest single obstacle to the growth of the industry was the lack of qualified technicians and engineers. It was vital to improve the skills level and there was a possibility that highly skilled people would have to be imported in the short term.
SA building industry decline slows

CAPE TOWN — Business activity for architects, quantity surveyors and builders continued to fall by the end of the second quarter — albeit at a slower pace, according to a Bureau of Economic Research (BER) survey released yesterday.

But all three sectors expected conditions to improve considerably in the third quarter. The BER survey was conducted over the period June 1 to 24, 1994.

Architects reported continuing retrenchments. A smaller number of contracts were awarded in the second quarter — much poorer than expected in the previous BER survey — but the number and value of projects at sketch-plan stage increased, a good indicator of future changes in building activity.

Quantity surveyors’ business confidence was virtually unchanged at the end of the second quarter against the first. Surveyors expanded workforces, but fewer contracts were awarded in the second quarter relative to a year ago.

However, in the second quarter the number and value of projects at sketch-plan stage were higher than expected in the first quarter survey. The number of projects at bills of quantity stage fell relative to a year ago, but overall, quantity surveyors believed business would improve.

Contractors and subcontractors said the value of work on hand was lower, but the tempo of deterioration was slowing. They expected a much improved third quarter and tendering competition was decreasing, indicating a pickup in activity, which could lead to higher building costs.

Building costs had increased considerably in the second quarter, with rising prices likely to hamper the implementation of the RDP. Building activity was hampered mainly by demand and finance related matters.

The BER said at this stage of the building cycle there was no apparent shortage of skilled labour. Of the building contractor respondents, 45% had not experienced a shortage of artisans, while only 33% reported serious shortages.

Inadequate supplies of raw materials could be a serious constraint if demand picked up.

Adequate finance facilities were another potential constraint to building activity, although this was not yet affecting production significantly, with only 14% of respondents regarding it as a “serious” problem.

The cost of financing was more of a problem, with 26% of contractors seriously affected. But insufficient demand for building was still the most serious constraint on building activity, with 53% of contractors’ operations seriously affected.
Building jobs

BY SABATA NGCAI

UNEMPLOYED women are earning money and learning some building skills at a housing project in Tafelsig. Southaster (suppl to Sunday)

The women are employed by a bricklaying sub-contractor to put the finishing touches to completed work.

Their work is called "bagging"—making sure the bricks are neatly separated from each other. 22/7 - 26/7 19-

They also close any small gaps left between the bricks. They use building instruments and cement to do the work.

The women, most of them from Green Point squatter camp in Khayelitsha, said they were happy to be employed:

"I am working because my husband is unemployed," Mrs Victoria Nyawula said.

Mrs Nyawula earns R150 a fortnight.

"Although the money is not enough, it does help," she said.

Mrs Gladys Takayi said she was glad to be employed because "my children can now have something to eat".
Labour action threat to capex projects

By Marie Rawley
Strike stops city building work

**Staff Reporter**

BUILDING work in central Cape Town and at the Waterfront came to a standstill today as contract workers, striking for higher wages, moved from site to site, calling fellow workers to join them.

Traffic was disrupted briefly in Long Street, Loop Street and at the entrance to the Waterfront as the crowd of workers swelled. By 1pm all building work appeared to have stopped and the workers had gathered outside the Industrial Council for the Building Industry's offices on the Foreshore.

The building was locked and there was a strong police presence outside.

Travelling into the city centre by train, scores of strikers disembarked at Rosebush station to call workers from a building site near the station to join them.

Many of the strikers carried sticks, pick-handles and hammers, but there were no incidents.

The strike began two weeks ago and some of the workers said they had been promised a response to their demands by Friday but this had not materialised.

Last week two trade unions, the Construction and Allied Workers' Union and the SA Woodworkers' Union, called for an end to a five-day wildcat strike after an attack on non-striking workers at a Cape Town building site.

The attacks took place after 60 strikers broke away from a march to the Building Industrial Council's offices on the Foreshore.

A mass walkout began last Monday, ending production at major building sites for most of the week.

A Supreme Court interdict was served on six trade unions and several individuals on Thursday.

Woodworkers' Union secretary Eddie Kapp said earlier that the unions wanted to resume annual pay talks with the Master Builders' Association and the Small Builders' Association tomorrow.

Police followed the workers today and kept a low profile, except at the old Imperial Cold Storage site.

A handful of workers, heading towards building equipment, were checked by policemen carrying shotguns.

At another site, a couple of picks and shovels were picked up but quickly restored.

The strikers were good natured and one called: "Please people, tools down!"

At a Waterfront site they banged loudly on the corrugated metal fence with hammers and sticks to encourage those inside to leave more quickly.

No casual workers appeared to disregard the call.

In Long Street a crane-driver was forced to drop his load of concrete on to the street, and at a site outside Somerset Hospital a load of structural steel, about to be hoisted, was disconnected and the crane-driver came down from his cab.

Workers said they wanted R15 an hour for casual labourers and R30 an hour for artisans.

One man said they were targeting sub-contractors as well as major employers.

"The sub-contractors hire scab labour — they're bleeding us," he said.

At several of the sites, the strikers entered to drink from a tap but took no other action.
City and waterfront construction seems bringing work to a halt. Long street to drop his head of conduct on the street as they marched through the ACTION Printers workers yesterday passed a crane driver in their march to gain recognition of their union. The workers are seeking recognition for the World War II and Korean War veterans. The veterans were demanding recognition for their service.

The strike began two weeks ago when the workers of the Strike Printing Workers, Inc. went on strike for recognition.

The workers have been working for 10 years and have not been able to gain recognition for their service.

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Labour minister may mediate in builders' strike

□ Skirmishes occur on Foreshore

PIETER MALAN, Staff Reporter

LABOUR Minister Tito Mboweni will be asked to intervene in the wildcat builders' strike that has flared up again with about 1 000 construction workers gathering on the Foreshore.

Workers again downed tools yesterday for the second day running after alleged worker intimidation at some building sites.

Construction and Allied Workers' Union spokesman Lulamile Mqileka said such intimidation was contrary to a no-intimidation agreement reached with the Masters Builders' Association when the strike was suspended last week.

He said Cosatu would be asked to approach Mr Mboweni in an effort to speed up negotiations.

For most of yesterday afternoon the situation outside the Building Industry Industrial Council offices on the Foreshore was tense with occasional skirmishes breaking out between police and striking workers.

About 20 policemen formed a human chain in Jan Smuts Road on the Foreshore in an effort to keep strikers from running into the city centre.

Several times during the rainy afternoon skirmishes occurred as a group of about 200 strikers repeatedly tried to break through the cordon.

While the smaller group — armed with sticks, knobkerries and branches — shouted and hurled abuse at policemen, most of the other strikers sat waiting under umbrellas in front of the BIC's offices.

Some union members complained that they had been forced to join the strikers, even though they reported for work in the morning.

"If we want to achieve results, we must stand together," said another.

Mr Mqileka said a fresh round of negotiations would start today.

He said the five unions taking part were unable to persuade their members to go back to work and employers would be asked to agree to an interim increase to persuade workers to go back to work.

"We further support President Mandela's call for a strike without violence," he said.
‘Assaults’ as strikes escalate

By CELEAN JACOBSON

THE wildcat strikes by building workers escalated yesterday with widespread reports of intimidation and assaults.

Construction sites were closed and traffic was disrupted all day as groups of workers brandishing sharpened sticks and knobkerries marched to various sites forcing workers to down tools.

Police said a man was assaulted and a car damaged when about 100 strikers marched from Langa to a building site at UCT sportsfields in Pinelands yesterday morning.

Lieutenant Ben Theran said that at a site in Strand Street about 300 workers were forced to stop work.

In another incident, tiling contractor Mr Stephen Revell was surrounded by strikers and forced from work at a site in Orange Street in the city.

On Tuesday about 500 striking workers attacked builders on a Murray and Roberts construction site at Gunner’s Circle in Epping, injuring 10 people, Lt Theran said.

Intimidation closes city building sites

A statement issued by the Industrial Council for the Electrical Contracting and Servicing Industry condemned the intimidation and lockout situations that had been denying employees "the ability to carry out their work and in so doing depriving them of their livelihood".

By lunchtime, about 3,000 workers had gathered outside the offices of the Industrial Council on the Foreshore which was cordoned off with barbed wire after skirmishes with police on Tuesday.

Union spokesman Mr Thabo Williams said the workers had decided the strike would continue until employers agreed to an interim increase.

He claimed they had gone on strike this week after workers who took part in industrial action two weeks ago were victimised in contravention of an agreement with employers.

Negotiations with the employers' body, the Master Builders' Association, had resumed yesterday and Mr Williams said he was hopeful that a resolution would be reached soon.

Other marches through the city, Pinelands and Bellville went off peacefully and there have been no arrests or serious injuries, Lt Theran said.

Meanwhile the National African Federated Chamber of Commerce (Nafcoc) said it respected the right of all workers to strike but urged that strike action should be conducted in line with acceptable international norms and standards.

Outlining its resolutions at the end of its 30th annual conference, Nafcoc also urged all employers to pay a fair wage.
Construction grinds to halt as builders strike

CONTINUING dissatisfaction with employment practices in the Western Cape construction sector had sparked renewed strike action. Construction and Allied Workers’ Union regional secretary Lulamile Mtikela said yesterday.

Building operations in the area had been halted by the action, which began on Monday. Labour Minister Tito Mboweni and Safety and Security Minister Sydney Mufamadi would be asked to intervene in the strike.

SAPA reports that a march by thousands of strikers brought traffic in Cape Town’s Sea Point suburb to a halt yesterday. The demonstrators demanded the release of several arrested strikers.

Mtikela said there was more at stake than just wages. Workers were demanding workplace democratisation and a review of the industrial council constitution to allow for greater worker participation.

Basil Read and the Construction and Allied Workers’ Union reached agreement yesterday on a wage package intended to end a lock out of 200 workers, sparked by a strike ballot. Basil Read MD Chris Jarvis said workers were expected, in terms of the agreement, to resume work on Monday.
It is for workers to decide what happens at the council.

Want industrial council reform

Striking construction workers
Building strike talks progress

Staff Reporter

UNIONS agreed yesterday to persuade striking building workers to return to work on Monday after employers guaranteed to negotiate salary increases from a base of 7.5%.

The wildcat strike, which has been characterised by outbreaks of violence around the Peninsula, ended its third week yesterday.

In a joint statement of progress yesterday the unions said: "The employers have agreed that they will forget about what has happened in the past three weeks.

"All the employers ask is that workers return to work by latest Monday morning and they will continue to negotiate (salary increases) from a base of 7.5%.

"They also ask that workers should be prepared to work normal overtime when required and not withhold their labour in any way. This is a fair request."

Union officials put the proposed agreement to members but by late yesterday they had not come to a decision.

The 7.5% increase means a general worker would get a minimum increase of R70 a month and artisans would get a minimum rise of R145 a month."
Builders told to return to work

Staff Reporter

THE Building Workers' Council (BWC) has again called on construction workers to end a two-week strike and return to work after receiving complaints of intimidation at several construction sites yesterday morning.

The BWC said it appeared that a group of about 30 "hooligans and unemployed workers" had intimidated an unknown number of workers who heeded Monday's call.

BWC spokesman Mr Lulamile Mpakela said although no one was injured, the council condemned the incidents saying that any "criminal actions" which were committed by the strikers would be their "own responsibility".

He said of a total of 25,000 workers who went on strike, all but 300 had returned to work yesterday. "It is proper to advise construction workers to return to work as normal to allow negotiations to continue as employers have committed themselves to a starting offer of 7.5%," he said.

He said employers had also committed themselves in principle to a policy of "no work, no pay, no discipline" for past industrial actions and a recognition of worker representatives to participate in Industrial Council negotiations.

"The time frame agreed by the BWC is to suspend action from August 2 to September 10."

Spokesmen for both Pick 'n Pay and Capegas said strike actions at their premises had all but ceased. Capegas spokesman Mr B Straughan said management had met with representatives of the Chemical Workers' Union yesterday and that a second meeting was scheduled for tomorrow.

Pick 'n Pay's Mr alan Baxter said stores were trading normally and that no incidents of harassment or intimidation had taken place since Monday.
Construction workers expected back on sites

ROGER FRIEDMAN
Labour Reporter

ABOUT 6 000 Western Cape construction workers are expected back at work today after simmering industrial action for three weeks.

"The council believes it proper to advise staff to work as normal to allow negotiations to continue," Lulamile Mqikela announced on behalf of the Building Workers' Council at a press conference yesterday.

The call for a return to work followed industry employers committing themselves to:

- A starting offer of a 7.5 percent wage increase.
- Recognition of worker representatives to participate in Industrial Council negotiations.
- Providing time for negotiating.
- Agreement on the principle of "no work, no pay, no discipline" for past industrial actions.

Mr Mqikela added the Building Workers' Council condemned intimidation.

The Workers' Council had agreed to suspend action until September 10 when it hoped to have concluded agreement with management and be in a position to declare action over, he said.
R220m wanted to train builders

JOHANNESBURG — The state will have to spend about R220 million a year to meet the housing building industry's objective of building seven million houses over the next 10 years, the National Building Industry Development Corporation said yesterday.

Spending on training would have to increase almost tenfold, the corporation said in a request by the building industry for more funds to raise the construction capacity of the country.

Executive director, John Theron said the industry would need R25 million a year to train 600,000 more people in the six years ending 1984, including 25,000 new apprentices. In 1978, there were only 1,100 apprentices in the country.

"Such a programme would require an increase in expenditure by the construction industry by R25 million a year," Theron said.

The number of trainers would have to rise from 45 to 300. The average cost of training a skilled worker would be R2,500.

Mr. Theron said that as long as the country continued to import ready-made houses, it would be unable to meet the demands of the expanding population. The National Building Industry Development Corporation was the country's leading developer of building materials and equipment.

The number of apprentices would have to be increased by 10,000 a year to meet the demand for skilled workers. The number of apprentices would have to be increased by 10,000 a year to meet the demand for skilled workers.

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Striking builders in crisis

By Edwina Boosyen

STRIKE action by workers from the building and construction industry entered its fourth week on Monday and workers are worried that they could land up with serious financial problems if the dispute is not resolved soon.

Close to 2 000 workers gathered outside the Building Industry Council offices on the Foreshore, toy-throwing and singing freedom songs.

One of the strikers, Mr Nasser Taliep, has been on the streets with his colleagues since the beginning of the strike. "I managed to pay my rent this month, but what about other accounts and food? Other workers face the same crisis. The negotiations are being drawn out on purpose," he said.

"All we are asking for is a living wage, in line with our colleagues in the rest of the country. Tradesmen earn R11 an hour and labourers earn R5 an hour. We want that increased to at least R18 and R10 respectively," he said.

Taliep, a painter by trade, said that during last week's negotiations between the six trade unions representing the strikers and the Master Builders Association (MBA), workers asked for an increase of R2 for labourers and R3 for tradesmen.

They were offered a 7.5 percent increase: barely 34 cents an hour.

Workers are also demanding the total reform of the building industry's council, saying that they have a right to decide what happens at the council as it belongs to all the workers in the industry.

Mr Ralph Samuels, a builder, believes that if an agreement is not reached soon the peaceful strikers could "turn nasty."

Construction and Allied Workers Union shop steward, Mr Lulame-Mqikela, said the workers have been urged by the BIC to return to work while negotiations are under way.
Building industry in bid to curb accidents

Labour Reporter

Inadequate health and safety standards in the building industry are costing millions of rands, a situation the newly constituted Construction Health and Safety Forum plans to address urgently.

The forum comprises members of the Building Industries Federation of South Africa, the Construction and Allied Workers Union, Federated Employers Mutual Assurance, the South African Federation of Civil Engineering Contractors and the National Occupational Safety Association (Nosa).

Nosa managing director Leo Strydom said the total cost of accidents recorded in 1992 reached a staggering R384 million – money which could have funded more than 25 000 low-income houses.

The 1.6 million workdays lost in 1990 could have been better spent building about 250 000 similar houses.

Mr Strydom said developing a strategy to address health and safety in the industry was a priority of the forum.
Strike unrest:
3 in court

A PAINTER who was allegedly shot by police during a building strike protest has appeared in the Cape Town Magistrate's Court with two other building workers in connection with public violence.

Jan Vos, 32, of Eastridge, Mitchell's Plain, was allegedly hit in the neck, side and arm with birdshot when chaos erupted at Baumann's Biscuits factory in Woodstock on July 28.

He appeared yesterday with Johannes Jacobs, 25, of Pearl Court, Lotus River, and Shamboy Mele, 23, of Julius Cohen Hostel, Nyanga East. They were not asked to plead.

A warrant of arrest was issued for Dumile Molo, 32, of Heideveld Hostels, Guguletu.

Mr Vos's bail of R500 was extended. Mr Jacobs and Mr Mele have been released on warning.

Magistrate WJ Faucht postponed the case to September 2.
PRETORIA. — Steps are being taken to crush crime syndicates, drug-lords, money-launderers and other criminals, PWV premier Tokyo Sexwale said.

In a wide-ranging Press interview yesterday, he said: “Plans are afoot to pick up as many of these criminals as possible throughout the PWV region. Instructions have been issued from this office (the premier’s) to deal harshly with drug-pushers, money-launderers and other crime syndicates.”

Police had already begun arresting suspected criminals and he hoped these would be dealt with severely by the courts. This was but one method of ensuring that the reconstruction and development programme in the region went ahead without hindrance from criminals.

“When we managed to stabilise the political situation, especially in the East Rand townships of Tokoza, Katlehong and Vosloorus, we exposed a raw nerve of organised crime that had begun using political argument for their criminal activities. We intend crushing these crime syndicates.”

Mr Sexwale conceded that organised crime in the PWV region had led to heightened safety measures by members of his office as well as members of the provincial legislature.

These included more armed guards at various members’ homes and personally being on guard 24 hours a day to ensure that criminals did not use other methods such as food poisoning or attempts to kidnap family members.

“You must remember I am a soldier. It is expected that I have to be vigilant 24 hours out of 24,” he said.

Looking back on developments since his inauguration in May, Mr Sexwale said his government had instilled democracy, stability and peace among the people of the region. But wealth-creation and employment for the jobless were still disturbing factors.

“The economy has been stagnating and people can’t eat constitutions. We have to generate wealth and jobs for our people for them to have a stake in the new South Africa. At the end of the day the high level of crime is caused by socio-economic conditions on the ground, which are exacerbated by criminal elements from abroad.”

He conceded there were individuals within his bureaucracy who had their own agendas. He was referring to burglaries of ANC offices and phone-tapping.

— Sapa
Construction firms ‘have lost control of workers’

CONSTRUCTION companies have created a situation where they have lost effective control of their labour force, says Bob Hindle, senior lecturer, at the University of Cape Town department of construction economics and management.

Skilled workers have formed into specialist contracting groups and developed independence and mobility. Now they need only find unity and “the tail will be in a position to wag the dog,” he says.

“Most specialist contractors have been treated shabbily by main contractors and they may soon find ways to sort out old complaints, such as ‘pay when paid,’ ‘horse trading,’ retention monies,’ payment for delays and disruption.”

Writing about current trends in the Building Industries Federation publication The Builder, he says by forcing the labour force to become mobile, main contractors created a situation that would leave them in a particularly vulnerable position when work became plentiful.

The future may hold a few surprises for general contractors and employer organisations, such as:

■ Specialist contractors will realise the power of their negotiation position.
■ Many general contractors will be forced to move back to direct employment and responsibility for training.

However, the industry would have to look to a number of issues if it was to prevent recurrence or further fragmentation and decline:
■ Managers of training funds should generate reserves with which to finance training in recessions, in order to bring trained people ‘on stream’ in the growth phase.
■ A massive effort to design and implement an appropriate skills training scheme for the informal sector should be initiated with all haste.
■ A programme to attract bright young men and women “into the trade end of the business” should be developed.

One detrimental change had seen the demise of direct employment and the growth of subcontracting.

While this had helped contractors to survive the economic depression by shedding fixed costs, it had virtually wiped out apprenticeship and other forms of formal skills training.
A STATEMENT FROM THE INDUSTRIAL COUNCIL FOR
THE BUILDING INDUSTRY (WP)

WAGE NEGOTIATIONS

At a final dispute meeting held on Monday, 5 September 1994 wage negotiations were concluded between Building Industry Trade Unions and Employer Associations.

Following protracted periods of illegal industrial action, disputes declared by one of the employer groups and many weeks of negotiations, agreement was reached on minimum wages for Building Industry workers in two stages as follows:

<table>
<thead>
<tr>
<th></th>
<th>Total% Increase</th>
<th>1 November 1994</th>
<th>1 May 1995</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Workers</td>
<td>12,0%</td>
<td>R101</td>
<td>R0,55</td>
</tr>
<tr>
<td>Artisans</td>
<td>11,7%</td>
<td>R200</td>
<td>R1,16</td>
</tr>
</tbody>
</table>

The basic minimum wages of all other categories of employees will increase in proportion to the above rates of increase. The contributions by the employers to the holiday pay, pension, medical aid and sick leave pay funds will also increase proportionately but on the November increase only.

The parties to the Industrial Council align themselves to the principle of collective bargaining and agree that the Council remains the sole forum for the bargaining process and settlement of disputes. The Building Industry is just emerging from the longest and severest recession in memory and the parties agree that the maintenance of stable labour relations is of vital importance not only to investor confidence and the development of economic prosperity in our region, but equally to the success of the Government’s Reconstruction and Development Programme.

The parties represented on the Industrial Council are:

**Trade Unions**
- Building Workers’ Union
- South African Woodworkers’ Union
- Construction & Allied Workers’ Union
- Amalgamated Society of Woodworkers
- Amalgamated Union of Building Trade Workers of South Africa
- South African Operative Masons’ Society

**Employers**
- Master Builders & Allied Trades’ Association (Cape Peninsula)
- Small Builders’ Association
- Master Masons and Quarry Owners’ Association

The Industrial Council for the Building Industry WP
SHEPHERDS: Police escort dismissed Murray and Roberts building workers through Cape Town to the station.


550 fired, city building sites shut down in wildcat strike wave

ROGER FRIEDMAN and JOSEPH ARANES
Staff Reporters

MURRAY and Roberts has dismissed about 550 workers and shut down operations at five major building sites in the city centre and southern suburbs.

Police toting shotguns escorted about 350 angry workers who gathered outside the Wale Street Chambers building in Long Street to Cape Town Station today.

Murray and Roberts managing-director Geoff Turner confirmed the company had “terminated” 550 jobs, saying the workers were warned they would be dismissed if they “illegally” attended a meeting called by the Building Workers Council in the city yesterday.

Sites closed by Murray and Roberts today include the railway stand at Newlands Rugby Stadium, the research institute on the Newlands Rugby Ground “B” field and the development at Avenue St Charles.

Mr Turner said the workers’ dismissals were “non-negotiable... we issued final warnings to them yesterday that if they left the sites they would be fired”.

A spokesman for the workers said workers from all Murray and Roberts sites across the Cape were expected to down tools in solidarity with their dismissed peers.

At yesterday’s meeting industry workers slammed their trade unions, saying the unions sold them out during recent wage negotiations with employers.

More than 500 workers staged a wildcat strike so they could attend the meeting called by the Building Workers Council Committee.

The committee is an unregistered and unrecognised federation of workers established during wage negotiations over the past few months.

The workers gathered outside the offices of the Builders’ Industrial Council on the Foreshore, where police used razor-wire to control them as they toy-toyed and made speeches.

Workers voiced grievances about the union and the way they were treated on building sites.

But most expressed fears at being retrenched now that a wage agreement had been reached between the unions and their employers.

“We must not allow the bosses to fire us as they have done in the past when we got our increases.”
Builders in city wildcat strike

Staff Reporter

HUNDREDS of builders armed with hammers, hack saws and clubs took to the city streets yesterday in a wildcat strike to demand higher wages.

The strikers belong to the SA Woodworkers' Union, but union organiser Mr Wilson Ponie said: "The union was not informed about any events. We only found out about the march when some of our members phoned requesting more information about the action for the day."

Many of the strikers could lose their jobs because of their action, he said.

The wage negotiations were completed and accepted, but workers still had more demands to be negotiated, he said.

Workers gathered on the Foreshore, where the union is based, singing and toyi-toyiing.

They eventually dispersed after it was decided the Builder Workers' Committee would meet the union today.
Building's work crisis threatens World Cup

ROGER FRIEDMAN
Weekend Argus
Labour Reporter

AFTER the protracted, and sometimes violent, wage strikes, the building industry in the Western Cape is on the brink of collapse, trade unions and major employers have warned.

Next year's rugby World Cup could be in jeopardy if work on the Newlands railway stand did not resume and Cape Town's hopes of hosting the 2004 Olympics were under threat, they said.

Stocks and Stocks managing-director Rob Heller warned that the "entire building industry" was about to "grind to a halt".

Qveon Construction group managing-director Jan Kaninski has called on the government to indicate it would not allow South Africa to slip into "anarchy".

Building Workers Union (BWU) executive director Rodney Damson pointed out that the continued industrial upheaval could jeopardise the Rugby World Cup and the Olympic Games in 2004.

Murray and Roberts managing-director Geoff Turner said that, in the light of the precarious economy, his company had issued written warnings to workers to refrain from illegal industrial action, especially this year.

Mr Kaninski and Mr Damian pointed out that the resurgence of industrial conflict could have a negative effect on international investment.

At the centre of the trauma is the Building Workers Council Committee (BWCC) whose support cuts across union lines.

None of the so-called officials of the BWCC were prepared to identify themselves.

The BWCC says the seven recognised unions in the construction sector sold out the workers by not forcing through their demand for a six-month moratorium on retrenchments during wage negotiations.

A spokesman said: "The building workers council was formed because of mistrust and misrepresentation by some union officials that has been going on for years."

They claim the support of more than 10,000 of the more than 22,000 workers in the industry.

Their leadership claimed they tolerated neither intimidation nor violence to further their aims, but warned they would be forced to act "in the defence" of their supporters who were fired by Murray and Roberts this week.

Meanwhile, Murray and Roberts were forced yesterday to close operations at all their major building sites in the Western Cape, including the Newlands rugby stadium and railway stand.

Qveon and Stocks and Stocks have not had to close sites, but Stocks and Stocks' Mr Heller said his company "anticipated trouble" on Monday.

Murray and Roberts' Mr Turner said he found the present situation "bizarre", coming as it did after months of protracted negotiations with the recognised unions.

This week's events had soured the "fantastic news" that the Cabinet supported Cape Town's Olympic bid, he said.

Mr Heller said if the BWCC was dissatisfied with the recognised unions they should take steps to become recognised themselves, or force changes in the union leadership.

Mr Kaninski said: "We are very worried ... we have good relations with a number of large overseas companies and they are very far from being prepared to invest in any way. We feel completely helpless."

"They cannot accept our promises that we'll finish on time."

He called on the government to show some strength.

"One needs a strong indication that anarchy will not be tolerated in our country."

Mr Damian of the BWU said workers could not afford to lose any more pay.

The position of the 550 dismissed Murray and Roberts workers hangs in the balance after an emergency meeting between the company and the seven recognised trade unions in the building sector.

Although the dismissal notices still stood, the construction giant had left a chink in the door for their possible re-employment.

The company and unions agreed yesterday to stop industrial action and that the fired employees could apply for re-employment.

But, the recognised BWCC was not at the meeting and the major contractors were unanimous they would not hesitate to fire any workers who did not pitch up for work on Monday.
Signing settles builders' dispute

THE signing of an agreement between construction company Murray and Roberts (Cape) Ltd and building trade unions in Cape Town on Friday ended three days of industrial action.

In terms of the proposed dispute settlement, no further illegal industrial action will be taken although dismissal notices will stand.

But in a statement, Murray and Roberts managing director Mr Geoff Turner said dismissed workers could apply for re-employment under new contracts.

Appeal:

If a worker was dissatisfied with a new contract they could appeal and the company may simply reinstate the employee, but the worker would have to agree to desist from all unlawful industrial action.

The agreement was signed by the SA Woodworkers Union, the Building Workers Union, the Amalgamated Society of Woodworkers of South Africa, the Amalgamated Union of Building Trade Workers of South Africa, the South African Operative Masons' Society, the Construction and Allied Workers Union and Murray and Roberts. — Sapa
Sacked men threaten to close down M & R

ROGER FRIEDMAN
Labour Reporter

MURRAY and Roberts workers, dismissed for attending a Building Workers Council Committee meeting last Wednesday, say they must either be allowed back to work tomorrow or they will force the company to close.

The construction giant has already suspended work at more than 12 sites across the Peninsula, including Newlands rugby stadium.

The workers, who marched on the Murray and Roberts depot in Epping today amid rumours that the company was hiring new labour, have dismissed the agreement signed between Murray and Roberts and the seven recognised trade unions in the construction sector on Friday as "worthless".

"They did not make any agreements with us," a supporter who appeared to be in authority said today.

He claimed the recognised unions had sold workers out by settling the wage dispute this month without negotiating a moratorium on retrenchments.

In terms of Friday’s agreement, the recognised unions undertook that their members would return to work peacefully today.

It was agreed that the 550 workers dismissed could appeal against their dismissals or re-apply for jobs. It was envisaged by all parties that 85% of the workers would be "speedily" re-employed.

But the Building Workers’ Council Committee, whose support cuts across union lines, was not party to the agreement.

Council leadership told police outside the Murray and Roberts depot gates today they had come to ask the workers still at work where they stood on the dismissals.

They were also there to prevent the company hiring new labour.

Police threatened to enforce the court interdict obtained last week preventing dismissed workers from coming within 250m of any Murray and Roberts building site or office.

However, the workers left peacefully for a meeting in Guguletu to discuss "the way forward".

Murray and Roberts managing-director Geoff Turner said "the majority" of workers had come to work, but had been intimidated from actually working, and were either sitting around or had left the building sites.

"The whole organised method of running a business is being destroyed by thugs," he said.

"We have reached agreement with the recognised unions and they have undertaken to get the people back to work."

Also agreed was that the unions would "demonstrate in a manner acceptable to Murray and Roberts that they had the support of the workforce, contrary to the claims" of the council committee.

Meanwhile, leaders in the construction industry were joined by recognised trade unions in warning that further industrial trauma could jeopardise Cape Town’s chances of hosting the rugby World Cup next year, and the 2004 Olympics, as well as the reconstruction and development programme.

Ovcon Construction group managing-director Jan Raminke has called on the government to step in.

He was joined by Stocks and Stocks managing-director Bob Heller in warning that his company would not hesitate to fire workers who downed tools illegally.
'No to thugs': Firm hires new workers

ROGER FRIEDMAN
Labour Reporter

MURRAY and Roberts says it is not prepared to be held to ransom by a "group of thugs" — and has started hiring new labour after dismissing 590 workers, who downed tools to attend a meeting last week.

Meanwhile Cosatu has convened a meeting with the company today in an attempt to resolve the crisis before it spreads to other construction companies.

The fired workers, supporters of the unrecognised Building Workers' Council Committee, yesterday threatened to close the company down unless they were allowed back to work today.

The council committee cuts across recognised trade union lines and was formed during wage negotiations two months ago.

Murray and Roberts managing director Geoff Turner said he was "tossing his hair out" today. He believed the company had followed all the legitimate channels in a bid to solve the problem — to no avail.

Last week the company obtained a court interdict to prevent the fired workers from intimidating their former colleagues, and then brokered an agreement with the recognised trade unions which should have seen "80 percent" of the fired workers "speedily rehired".

But the council committee dismissed the agreement, saying it had not entered into any agreements and would disrupt the company unless all the workers were taken back.

Mr Turner said: "What really perturbs me is that a bunch of thugs are actually stopping people from earning an honest living. It's disgraceful.

"If the (recognised) unions want to regain any form of credibility they will have to take strong action."
Cosatu to discuss deal with construction firm

Staff Reporters

CONSTRUCTION giant Murray and Roberts (M & R) and Cosatu yesterday reached agreement on the reinstatement of 550 workers whose axing sparked off demonstrations and the closure of 12 building sites in the city.

Cosatu regional secretary Mr Alan Roberts and M & R managing director Mr Geoff Turner yesterday announced Cosatu would put the agreed proposals to 1,500 of the company’s workers at a mass meeting with the union at the Good Hope Centre tomorrow.

Both Mr Turner and Mr Roberts said it had been agreed the workers would be reinstated but would not discuss details of the agreement before tomorrow’s meeting.

The agreement came hours after company workers again marched through the city yesterday after spontaneous demonstrations at some of the 12 building sites closed by the construction giant.

On Friday an agreement was signed between M & R and the seven recognised trade unions in the industry, in terms of which the dismissed workers could appeal and re-apply for jobs. It was envisaged that 90% of the fired workers would be speedily rehired.
Building dispute threatens opening of Nyanga complex

TOM HOOD and ROGER FRIEDMAN
Staff Reporters

NEXT week's opening of the giant R30 million Nyanga shopping centre is threatened by the dispute between building workers and Murray and Roberts, the main contractors.

The company pulled its workers off the site after they were attacked by a dissident group, group Cape managing director Geoff Turner said today.

Sub-contractors are still working and a spokesman for the developers, Combi and Company, said a meeting would be held with all contractors and sub-contractors.

"We are making every effort to open in time," he said.

Mr Turner said the majority of workers were not involved in the dispute but the company stopped building work for the safety of its employees.

However, the contract was on schedule, he said.

A crowd of men claiming to be the workers dismissed last week by Murray and Roberts have gathered at Mutual Station.

Work at all Murray and Roberts sites in the city remained disrupted today — a week after the company fired 550 workers for downing tools to attend a meeting called by the Building Workers' Council Committee.

The council committee is an unrecognised federation of workers which cuts across union lines — some of them affiliated to Cosatu.

Yesterday, as Murray and Roberts management met regional Cosatu leadership in the city, a group of men descended on the Newlands rugby stadium "B" ground and attacked working labourers.

Meanwhile, Cosatu and Murray and Roberts thrashed out a joint proposal which will be put to all Murray and Roberts workers at a meeting in the city tomorrow.
Cosatu in talks over building company dispute

ROGER FRIEDMAN, Labour Reporter

COSATU and Murray and Roberts enter urgent negotiations today after the 830 workers dismissed by the company last week rejected the latest re-employment offer yesterday.

Previously, the workers rejected an offer brokered by recognised trade unions in the building industry with Murray and Roberts.

The workers were dismissed after they walked off sites to attend a meeting called by the Building Workers' Council Committee last Wednesday.

The council committee, an unrecognised federation of workers cutting across union lines, was unhappy with the unions' wage settlement earlier this month after protracted, sometimes violent, industrial action.

Work was still disrupted today at Murray and Roberts sites, including Newlands rugby stadium and the Nyanga station development.

Cosatu stepped into the fray this week, fearing the industrial action would spread.

The proposal put to the workers at a meeting in the city yesterday was that they would all be re-employed but that disciplinary action would be taken against those who allegedly incited illegal industrial action or took part in any violence.

According to Murray and Roberts, a site foreman at Newlands rugby stadium was injured and another worker was sent to hospital after clashes with the dismissed workers on Monday.

Murray and Roberts managing director Geoff Turner today described the company's latest re-employment offer as "accommodating as we could be" but Cosatu's regional secretary Alan Roberts said the workers had rejected the offer and demanded unconditional re-employment instead.
Building workers to get pay rise

THOUSANDS of workers in the Cape construction industry are to get a pay rise of 10.9 percent, of which six percent will be back-dated to September 1, and the rest will be paid in March.

In return, unions have agreed to make no further wage demands at plant level — an agreement employers regard as vital to stabilising the industry.

A regional wage agreement was signed this week by the Federation of Civil Engineering Contractors (SACCEC) and representatives of the Construction and Allied Workers' Union and the Building Construction and Allied Workers' Union.

The agreement runs for a year and means Western Cape workers earning a minimum of R4.66 an hour will receive a 32c increase immediately, plus 19c in March.

Minimum wages in the Hermanus/Mossel Bay/George area, currently R3.96 an hour, will rise by 26c immediately and 20c in March. This increase will apply to other regions where the current minimum is R3.11c an hour.

The increases, which include provisions for workers earning more than the minimum, will be gazetted as a wage order and will be mandatory for all contractors employing labour in the specified areas.

Graham Power, chairman of SACCEC, said many complaints had been received about smaller contractors paying wages below the laid-down rate.

"This is an intolerable situation, contrary to the good faith and intention of the construction industry to co-operate fully with organised labour," he said.

"The Department of Labour should take these complaints seriously and exercise its policing function to ensure that workers are not exploited and that contractors comply with the negotiated rates of pay."
Strikers delay shopping
centre opening 2 weeks

TOM HOOD (33) 447 13/10/94

FIFTY-TWO retailers have lost two weeks' business because wildcat strikes by builders forced the developers of the R30 million Nyanga Junction shopping centre to delay the official opening until October 19.

Stone-throwing strikers also forced other workers off the site.

Stoppages held up the finishing of malls, walkways and access to the 52 shops in the centre.

Although all shops were ready to open, traders and developers agreed that the centre was not in the right condition.

Tenants, including Pick 'n Pay, Topic and Diskom, had all been fully merchandised and staffed to open on October 5.

"We regret the delay and postponement of trade," said Jeffrey Kleinsmith, a spokesman for developers Combi and Company. "But in the current labour climate, we too have become a hostage to the labour situation that is affecting the industry.

"We regret the inconvenience to the public, and the tenants' trade loss, but it is evident that the situation is completely out of the developer's hands."
Angry workers down tools

Labour Reporter

CONSTRUCTION workers refurbishing and expanding Victoria Hospital have downed tools in protest against the appointment of a "rude" foreman and the lack of safety gear.

According to the Public Service League of South Africa, the provincial administration appointed an electrician to supervise carpentry, plumbing, painting and construction.

"This electrician has no knowledge of such work and when questioned about his scope of authority, started shouting and swearing at the workers," the said in a statement.
Warning on labour costs

SAMANTHA SHARPE

LABOUR would have to give a commitment to wage restraint if the construction industry was to succeed in its efforts to keep a lid on prices, the construction industry warned yesterday. The industry had pledged to contain cost increases as part of the national housing accord signed at the end of last month.

Building Industries Federation executive director Jan Robinson said the industry had made submissions to government on how it could keep costs down. "But there was a strong message in the submission that while we will do what we can, we have no control over labour costs."

Robinson said demands for wage increases that were not linked to productivity were having a negative effect on the move to keep costs down. "Government has to approach labour to keep its wage demands realistic."

Costart spokesman Lisa Seifel said it was obviously in the interests of everyone to put a damper on rising building costs.

The key parties would have to get together and scrutinise all the inputs that were driving prices higher. "You cannot simply assume that it is labour that is fuelling building costs," she said.

Robinson said there had been no word from government on the construction industry's proposals for self-regulation of industry costs, submitted about three weeks ago.
Building industry boosted

**By Mzikule Malunga**

EMPLOYMENT prospects for architects and quantity surveyors are better this year than they were at the same time in 1994.

This is according to the latest building industry survey compiled by the Stellenbosch-based Bureau for Economic Research. Although some architects reported a nominal decline in the number of people employed in the last quarter of last year, many are optimistic about this year's prospects.

"A net majority of architects plan to employ more employees in the first quarter of 1995. They therefore expect the relative improvement in the building activity to continue," says the survey. Employment conditions in the quantity surveying sector are also expected to improve during the course of the year. There has been an increase in the number of quantity surveyors who expect to employ more workers this year.

Business conditions for both architects and quantity surveyors are also better than the same time last year, says the BER.

Things are also looking up in home building. Almost 30 percent of the respondents report increased volumes of work. "These results by far exceed the expectations expressed by most participants in the last survey."

"The contractors' expectations for the first quarter of 1995 are equally optimistic," says the BER. The slight decline in competition for tendering also suggests that there is more work than in previous years. Due to increasing activity in the building industry, costs are expected to go up.

The construction industry, says the BER, can smile for time being because skilled labour, raw materials and finance are still available.
International rating for builders

ACCREDITATION on an international rating is on the cards for university and technikon building courses in South Africa.

The National Development Fund for the Building Industry, has informed the Institute of Building (SAIB) that they accept that there is a need for building courses to be accredited.

The SAIB has also been asked to prepare a budget, in conjunction with industry representatives for consideration.

"This means that we can now canvass the universities for their support and that we can plan for the accreditation to begin next year," said SAIB President Geoff Sessions.

Three senior members of the Chartered Institute of Building in the UK would accompany SAIB members on a visit to all the centres in South Africa where tertiary education is offered.

Asked if the proposed new technikon degree would be accredited, Mr Sessions said: "A course of this type cannot be accredited without first assessing the product, the first year students. The degree course will therefore, only be accredited once the first graduates have qualified."
Worker jailed for assault

A worker who assaulted a building foreman so badly during an illegal strike that he will never be able to walk normally again, was jailed for four years by the Cape Town Magistrate's Court this week.

Nkosinathi Kuti (31) of Site C, Khayelitsha, took part in an illegal strike in August last year when workers marched to the harbour and tried to force building workers at Auto Atlantic to join them.

When they refused, the strikers threw chunks of concrete and bricks at workers on site. The workers fled, but foreman Keith Steenkamp (42), tripped and fell. A group of workers surrounded him and hit him with iron bars.

He suffered a severe fracture and dislocation of the right ankle and multiple bruises and abrasions.

Report by Cape-Observer, Eca, Own Correspondent.
Job cuts hit building sector

COLIN DOUGLAS
Business Staff

DASHING hopes of an early boom in the building sector, contractors are retrenching workers as order books remain half empty and margins suffer.

Also, capacity in the industry, decimated by eight years of recession, stands perilously low, threatening bottlenecks and sharp price increases should economic recovery kick in later this year.

"There's been a lot of talk about a building boom, but actually nothing is happening — we are very short of work," said Rob Heller, MD of Stocks & Stocks (Cape), which has been retrenching workers.

Murray & Roberts (Cape) was also conducting "fairly large-scale lay-offs," said MD Geoff Turner.

Most contractors were confident of a recovery in the second half of the year, but some warned it was already too late to train artisans in sufficient numbers to avoid costly shortages of skilled labour.

"The amount of spare capacity is way below what people think it is — there's going to be a massive shortage of trained labour," said Learmonth Willey, director of Neil Muller Construction.

"When demand does start lifting, there will be horrific price increases and a decline in standards of service, which will stem the tide of new work."

While some contractors had been training apprentices in preparation for an upswing, others said economic uncertainty had forestalled significant training.

"It's catch 22 — contractors won't train unless there's an upswing, yet an upswing can't get fully under way without training," said Mr Willey.

But Graham Power, Western Cape Chairman of the SA Federation of Civil Engineering Contractors, urged employers to start training programmes immediately — even if it was "almost too late" — because a massive construction boom was waiting to happen.

"An upturn of significant proportions is coming," concurred Mr Turner, "but it could be upset by anything, like Cape Town losing the Olympic bid or major labour unrest."

"Recovery will come up to us slowly — people are confident and ready to start investing again," said Mr Willey.

Ovcon MD Jan Kaminiskai said an upturn in the industry would start once major housing projects were underway.

Ovcon Cape Civil has been awarded a sub-contract by main contractors Haw & Inglis for the construction of a new bridge across the Kuils River on the Stellenbosch arterial road between Blackheath and the R300.

Ovcon's contract is valued at R2.9 million and has to be completed within eight months. They moved on site on January 9 this year.
Building unions may get their act together

Bid to avoid repetition of last year's conflicts

ROGER FRIEDMAN
Labour Reporter

BUILDING workers across union and company lines are to take part in a ballot to determine who should represent them this year's wage negotiations following bloody conflict last year.

The ballot, to be conducted by the Independent Mediation Services of South Africa, is expected to be held within the next three weeks.

A rally, to explain developments to the workers, is planned for Athlone Stadium on March 17. The Master Builders Association, representing leaders in the industry, has agreed that workers should be given time off to attend the meeting.

At present, building workers are members of six different unions. Two of the six unions are affiliated to Cosatu, but the union with the largest membership, The Building Workers' Union, is independent.

Last year a seventh entity, the Building Workers' Council Committee, was established when certain workers claimed their union negotiators were selling them out.

Violent strife ensued, and eventually Cosatu stepped in to get the negotiations back on track. Cosatu intervened again earlier this year, when labour unrest threatened to jeopardise the completion of Newlands Stadium ahead of the rugby World Cup.

Chris Nissen

Cosatu regional secretary Alan Roberts said this week the labour movement wanted to avoid the violence of last year at all costs.

Mr Roberts said job security, wages, working conditions, medical benefits and pensions were presently at the forefront of labour's mind.

Ideally, there should be one union representing the workers' aspirations, not six, including "several sweetheart unions".

"Our three major concerns are the possibility of violence, delivery of the RDP and the creation of favourable conditions for winning the Olympic bid."

"The Master Builders Association is concerned that they should negotiate with a body that has a vision, that represents labour and sticks to negotiated agreements," Mr Roberts said.

If the ballot concluded the majority of workers did not support Cosatu, the trade union federation would accept the results and work towards the good of the industry, Mr Roberts said.

"But the dangers are clear."

If workers felt they were inadequately represented at negotiations, violence could erupt and spill over into other sectors as it nearly did last year.

Violence, if it was allowed to happen, would jeopardise the RDP and the already-floundering Olympic bid, Mr Roberts said.

Cosatu had already convened a meeting with the regional ministers of public works, housing and the RDP to discuss the building industry.

Master Builders' Association president Barry van Breda said his organisation supported the process as "we must be sure that the people represented at the Industrial Council are representative of the people".

And, the association hoped that whatever agreements were reached at the negotiations "can take effect."

"All indications are that there is an awful lot of work waiting to be done. I am quite optimistic things will pick up in the second half of this year," Mr Van Breda said.

Regional Economic Affairs Minister Chris Nissen said delivery of the RDP was already starting to take place.

"Any industrial unrest, particularly in the construction industry, will upset the speedy delivery of the RDP. We plead with unions and management to resolve their problems and create a climate free of disturbances.

"Ideally we should have a single union in the industry. Whether this is feasible is still uncertain, but we definitely need to bring all the unions together to, at least, establish working relationships," Mr Nissen said.

Grinaker managing director Pierre Rousseau said: "What we saw last year makes it obvious that there must be one organised labour force."

And Murray and Roberts managing director Geoff Turner said his company did not wish to be prescriptive to labour.

"What we want is a body or bodies with whom, when we negotiate agreements, we can be confident they will be made to stick."

"This was clearly not the case last year" when Murray and Roberts suffered "significant losses" due to labour unrest.
Western Cape labour problems affect Ilco

DURBAN — Building and construction company Ilco Homes saw net income plunge 46% to R1.09m for the six months to December after labour problems hampered construction in the Western Cape.

Operating income fell to R4.5m from R8.5m at 1993 interim stage, and interest paid rose 5% to R3.7m.

Earnings a share decreased to 3.5c (6.5c) and the company paid no tax for the period. Turnover figures were not available.

MD Adrianus Demmers said the company had written down the values of those properties where there had been little or no activity and which it was unable to sell.

"This prudent policy has amounted to R24.6m and the resultant write-down maintains the current values of stock and work in progress at conservative values," he said.

He said the gearing was too high, but the company was in the final process of negotiating with certain institutions to restructure the debt to improve the situation.

"The prospects for the following six months reflect a vast improvement in the housing demand. Should this prevail, we anticipate a drastic improvement in the company results in June."

However, high interest rates materially affected the affordability of housing, Demmers said.
Ilco hit by unrest, interest

BY MAGGIE RONNEY

Labour problems in the Western Cape and a continued high interest bill saw Ilco Homes continue its downward trend, with earnings plunging 46 percent to 3.5c (from 6.5c) a share in the six months ending in December.

Operating income was down 14.8 percent to R4.8 million but interest-bearing debt of R41.4 million resulted in net interest paid rising to R3.7 million (from R3.5m), impacting heavily on the bottom line.

Chief executive Jos Demmers said the company realised it had become too highly geared and was negotiating with certain institutions to restructure the debt to improve gearing. An announcement in this regard was likely to be made within two weeks.

Demmers said the property market was still depressed and the firm had had to write down significantly the values of properties on its books which it had been unable to sell.

During the period under review, the company had been hit hard by labour unrest in the Western Cape which had rocked the construction industry. This had delayed development projects and the firm's entire housing stock in the region had been depleted to meet demand.

Demmers said while the outlook for the second half was more optimistic with sales having picked up in recent months around the country, the company was concerned about the relatively high interest rates which made housing less affordable.
Contractors to join forces

A new umbrella body of emerging and established employer organisations in the contracting sector of the construction industry is in the offing.

Organisations likely to join forces in the proposed confederation are the Building Industries Federation, the Federation of Civil Engineering Contractors, the National Association of Homebuilders, the African Building Association, the National African Federation for the Building Industry and the National Black Contractors and Allied Trades Forum.

Ian Robinson, executive director of the Building Industries Federation, has been appointed to investigate the feasibility of establishing the organisation, which aims to unite the contracting sector in negotiations with government, consumers, suppliers and trade unions. — Maggie Rowley
Pact likely to boost black builders

BY JO-ANNE COLLINS

Gauteng branches of the South African National Civic Organisation (Sanco) and the National Building Contractors and Allied Trade Forums (Nabect) have concluded a pact likely to boost the odds for black builders in the low-cost housing stakes.

"For the first time there is unity among emerging builders and organisations like Sanco," said Sanco regional president Ali Mazya. "Local government can now deal with this single body in redressing the backlog of housing and ensuring that black contractors are used."

Nabect has lost little time in making this potentially beneficial pact — its Gauteng branch was formed only a week ago. It speaks for more than 400 individual builders organised into associations in seven sub-regions.

The Sanco-Nabect pact essentially sets up channels of communication between the two groups. Sanco's constituents stand to benefit in terms of provisions on quality control, while Nabect's members should gain from the commitment to jointly tackle the questions of training and creating conditions for small business to benefit from RDP projects.
Talks to stop taxi violence

By Joshua Raboroko

HIGH-POWERED talks are to be held by transport owners, top Government officials and financial institutions next month to address the high level of taxi violence in the country.

President of the National African Federated Transport Organisation Mr Peter Rabali said violence, particularly in Soweto and the Northern Transvaal, was continuing unabated and threatening the entire taxi industry.

The ongoing conflict between the Soweto Taxi Association and Soweto Taxi Services has claimed the lives of many people and left commuters struggling daily for transport.

Rabali said several organisations, including taxi organisations, ministries of transport and labour, police and financial institutions, had been requested to recommend ways of ending problems affecting the taxi industry.

These organisations had been sent documents to that effect.

Discussions in the documents include lack of rank facilities, safe dropping points, law enforcement, the price of petrol and labour relations between taxi drivers and owners.

Rabali said these aspects would be discussed at Nafo’s two-day annual conference starting on May 18 in Johannesburg.

He said: “The violence in the taxi industry must come to an end. Our country cannot afford a continuation of these senseless killings and infinite rivalry.”

President of the South African Black Taxi Association Mr Paradise Mahlangu said every violent incident diverted attention from the process of reconstruction and development.
LTA trains future managers

LTA has launched a development programme for its staff, costing in the region of R1.2m annually, which is expected to have far-reaching effects for the construction company.

LTA group MD Colin Campbell said yesterday that the programme, in terms of which selected employees undergo management skills training, had been planned by the company for some time and was aimed at developing as many people as possible to face the challenge of management in the new SA.

The first part of the programme was recently launched at the Eskom Leadership Development Centre in Midrand. Fifty staff members were selected to take part in LTA's Henley Management Development Programme, run by the Graduate Institute of Management and Technology.

Campbell said it was anticipated that the knowledge gained during the one-year course would provide the first step on the management development ladder for employees.

The course was divided into 10 modules grouped into four themes including the management of people, functional areas such as finance, marketing and information management, and self-management.

Campbell said the Henley Management Development Programme had been selected because of the structure of the course, which combined teaching with practical work. He stressed the need for self-discipline.

Institute director Andy Andrews said the programme's success was based largely on its structure. Rather than working with textbooks only, the delegates used a combination of workbooks, audio and video tapes.

"While individual study is vital to successfully completing the programme, group or syndicated work — action learning — will ensure success," he said.

Campbell said the second part of the programme involved 32 LTA delegates at "the more senior management levels", and could be the first step towards an MBA for those candidates who wished to pursue their studies further.
CONSTRUCTION

Training debacle

There is a serious shortage of experienced construction managers and supervisors — which could delay reconstruction and development projects and drive up the cost of skilled labour in the industry.

Bricklayers and other artisans can be trained relatively quickly. But managers and supervisors, who have to take responsibility for other people's work, generally need between five and 10 years' experience in the industry before they are competent.

In the short term, skilled labour and management shortages can be met by imports — many large construction companies are starting to recruit overseas.

But the Building Industries Federation of SA wants government to take long-term measures. It has been lobbying the Housing Department for increased training expenditure.

The number of students enrolling at, and graduating from, the Wits building and quantity surveying department is declining. It produced 40 graduates last year — half of what the number should have been to cope with the growing volume of work, says departmental head prof Ronnie Schloss.

He estimates 250 graduates should be produced nationally through SA's six universities which offer building management degrees. Last year's figure was 104.

Schloss says there are more job offers from construction companies than there are graduates. The Wits building management degree attracted only 45 new students, down even from last year's 52.

The department is to launch an awareness campaign through high school career guidance counsellors. It will stress the benefits of construction as a career choice — one of these being the plentiful employment opportunities in the industry.

Though overall numbers of graduates and students have dwindled, the proportion of black students is rising. Among Wits' 40 building management graduates last year, only one was black. Nine of this year's intake of 45 were black.

Schloss says that provided there is political stability, government's RDP focus should ensure opportunities in construction for 20 years. Cyclical troughs will occur but he believes there will be less serious than in the past because of the long-term focus on housing and infrastructure.

He says government should make technical degrees more attractive by providing bursaries for building, civil engineering and quantity surveying degrees.
Third day of workers' strike

DURBAN: Construction workers stayed out for the third day at Alusaf's hillside aluminium smelter in Richard's Bay as management and workers met to try to end the strike.

Reports by Sapa-Reuters.

ARG 13/5/95
Builders back ministry's call

DAN SIMON

THE Building Industries Federation of SA (Bifsas) says it supports a Ministry of Public Works initiative to revise its roster of consultants in order to enable blacks to consult the government on future projects.

However, it said the ministry had to avoid what it termed "prescriptive measures or tokenism" as this could lead to a drop in standards.

Bifsas executive director Mr Ian Robinson said this on Friday following a recent announcement by the Minister of Public Works, Mr Jeff Radebe, that the issue of affirmative action had to be addressed when developing new criteria for the appointment of consultants to the government.

Firms would not be excluded provided they were committed to a human resource development programme which meant that at least 20% of staff had to be black, according to Mr Radebe.
Gradual rise in building industry employment

BY MAGGIE ROWLEY

Employment levels in the building and construction industry, which dropped off sharply during the five-year recession, are gradually picking up.

Economist Johan Snyman of Medium Term Forecasting Associates in Stellenbosch said the latest figures provided by Central Statistical Service show that employment levels in the building industry rose by 10,000 to 212,000 between April and October last year.

"Levels have definitely picked up further since October and we estimate that there are now 214,000 people employed in the building industry countrywide."

However, he said, was a far cry from an employment peak in 1982, when jobs in the industry totalled 290,000, 26 percent higher than today's level.

The construction industry, on the other hand, which comprises predominantly the civil engineering sector, had seen a further 1,000 jobs lost between April and October last year when there were 127,000 people employed.

However, Snyman estimates that this sector has now also turned the corner with about 130,000 people employed.

However, this too is well below the 1982 peak when the industry boasted 156,000 jobs, buoyed in particular by the construction of Sisal 2 and 3.

The two sectors combined, he said, now employed around 344,000 people, down 23 percent from 1982.

Snyman said he expected the building industry to show real growth of around seven percent this year, followed by 11 percent next year as gross domestic fixed investment was expected to grow by 15 percent.

The construction industry however, he forecast, was unlikely to show real growth of more than three percent for the year, as the civil engineering sector was highly reliant on road and bridge construction, of which not much was seen at the moment.

However, he said, activity levels should pick up by a further 6 percent in real terms next year as township development in terms of the government's reconstruction and development programme gathers momentum.

This would bode well for further improvement in employment levels, he said.

Figures released last week by Central Statistical Service showed the value of building plans approved in the first quarter of the year was 34.5 percent higher in real terms at R1.28 billion over the corresponding period last year.

Snyman said that while this improvement had been off a low base as a result of election jitters in last year's first quarter, it should still translate into an increase in job opportunities.
‘Building industry needs more graduates’

By Mzimkulu Malunga

THE Reconstruction and Development Programme will fail unless more students enrol for building courses at universities, says head of Wits University Department of Building and Quantity Surveying Professor Ronnie Schloss.

“One of the biggest handicaps for the RDP is going to be at the level of management,” he says.

Schloss says while it will be easy to find labour to do manual work as the country reconstructs itself, it is going to be difficult to find people who can manage the programme.

Feeling the fears of the building fraternity is the fact that only a trickle of black students enrol for courses such as building management and quantity surveying.

For instance, out of the last 24 graduates in building management from Wits, only one was black.

The country needs to produce an average of 250 graduates a year in order to cope with growing demands, but currently only about 80 graduates are produced.

“This is disturbing because everything revolves around construction,” he says.

The RDP is not only about building houses, but also about putting up the country’s entire infrastructure — including hospitals, schools and clinics.

Many townships experience severe shortages of basic necessities, such as schools, hospitals and roads. The RDP seeks to reverse this situation, but without enough skilled people it will be difficult.

Schloss says most people associate the building industry with manual work, but are not aware of the management people driving construction work.

He says about R8 million is spent on construction every hour in South Africa.

Migration of people
Adding to the fears in the construction industry is the fact that, due to the recession and political factors, there has been a substantial loss of people with building skills in the past few years.

In the past, the industry used to import people from abroad to address the shortfall, but because of the rand’s low value against the leading currencies, South Africa is no longer attractive to expatriates.

In an attempt to raise awareness of the importance of a career in building, universities are running a series of workshops in schools.

But in addition to this, there needs to be a concerted effort by universities and the industry at large to make people aware of the importance of building as a career, says Schloss.

Asked whether lack of finance could be one of the factors turning black students away from enrolling for building courses, Schloss says that most major construction companies, such as Murray and Roberts, LTA and the Building Industry Federation of South Africa finance those who intend to pursue a career in building.

To enrol for building related courses, a student needs a matric exemption with at least a C symbol in mathematics at standard grade.
Talks at troubled mill in deadlock

TALKS to end conflict between workers and management at an Eastern Transvaal timber mill deadlocked last week.

"The mill is running at a quarter of capacity, but we should be back to full production by Monday," Tritimco spokesman Melg Welman said.

Production losses and damage to property as a result of 43 fires set in company plantations on Friday could run to hundreds of thousands of rands, he said.

The union, however, said management had set the fires in order to implicate the strikers.

Workers and the security guards have given conflicting reports of stonings said to have occurred in Tuesday's incident. — Sapa.
Building industry to launch safety and health forum

BY MAGGIE ROWLEY

A widespread initiative to improve safety standards in the construction industry — rated as one of the poorest safety performers with at least one fatality a month — is to be formally launched in August.

The latest statistics from the Building Industries' Federation of South Africa (Bifsa) show that while the average number of man-days lost per accident in the industry dropped from 22 in 1992 to 12 in 1995, the direct cost of injuries rose from R10 million to R14.5 million in the same period.

In 1993 there were almost 5,000 injuries recorded in the formal building industry alone, at an average cost of R2.530. Since then there has been an upswing in building activity and small and medium builders have begun to play an increasing role, especially in the provision of housing. This has brought with it a very real danger of a rise in the number of accidents and fatalities.

Now employers and employees have together accepted the challenge to improve the situation and have accepted a draft constitution for a national, fully representative health and safety organisation for the construction industry.

The initiative was spearheaded last year by Bifsa and the National Occupational Safety Association.

August 8 will see the formal launch and first annual general meeting of the construction industry occupational health and safety forum at Bifsa's headquarters in Midrand. The newly constituted forum, which is expected to sit twice a year, will be able to develop an overall safety policy for the construction industry and formulate specific health and safety standards.

All roleplayers in the industry will be invited to become members. Among organisations which already subscribe to the constitution are the Amalgamated Union of Building Trade Workers, the Building Construction and Allied Workers' Union, the Construction and Allied Workers' Union, the Electrical Contractors' Association, the Master Builders' Association, the National Association of Black Contractors and Allied Trades Forum, the SA Black Contractors' Assistance Programme, and the Federation of Civil Engineering Contractors.
Building dispute over retrainments drags on

BY JUSTICE MALALA
LABOUR REPORTER

A week-old dispute between management and workers over the retrenchment of five temporary employees at two building sites in the Johannesburg city centre has led to losses of more than R1.4-million to the contractor — and the dispute is still unresolved.

More than 80 labourers employed by the LTA construction company at the nearly completed Reserve Bank building in Pritchard Street downed tools on Wednesday and were joined by their colleagues in Bank City in Jeppe Street yesterday.

LTA Building Transvaal joint managing director Rene van Hal said yesterday the company had obtained a court interdict, and papers had been handed to workers informing them that the strike was illegal.

He said the workers had been warned to return to work by noon today.

Construction and Allied Workers Union shop steward Alphonse Mphela said yesterday the workers felt that management had acted unfairly in retrenching the five because they could have been transferred to other sites.

"If the five workers are redundant here they could be transferred to other sites such as Bank City or others where LTA is contracted. But the management decided to handle the retrenchments alone and did not consult us.

"They have failed to listen to workers' demands and instead have forced us to embark on this action," he said.

The work stoppage at the two sites, whose contracts are worth more than R150-million, had by yesterday started spreading to other LTA sites.

Other affected sites so far are in Empire Road, Bishopsfontein and Randburg, where workers downed tools and joined the congested labourers at the Reserve Bank site over the past two days.
Building board to formalise prior skills

The Building Industries Training Board has become the first private sector organisation to participate in a government drive to establish a national system for the recognition of prior learning.

Erwin Sonnendecker, the director of the board — the national training authority for the building industry — said a pilot project was under way in Bloemfontein.

As part of the pilot project, 200 candidates who worked as carpenters and bricklayers were being assisted in completing portfolios of their skills. In the next few weeks these skills would be assessed and the successful candidates would earn a formal qualification.

Skills

He said the system was founded on the premise that many people acquired knowledge and skills outside a formal educational environment and that this experience was worthy of recognition by way of a formal qualification.

"Attaining a nationally recognised qualification will enable people who have skills, but no recognised certification of these abilities, to improve their employment prospects.

"It is also likely to draw them into the existing national and regional training frameworks to improve existing skills as they pursue further qualifications."

Sonnendecker said the system had important implications for the country as a whole because it allowed people to build on what they already knew rather than hav-
Black agents ‘squander goodwill’: in spite of “an abundance of goodwill” by leading real estate companies to promote affirmative action, the response from black agents to join the industry in the former white areas has been “woefully weak”, says Bryan Biehler, the joint managing director of De Husemark. He has received numerous applications, but generally candidates have been unwilling to work for commission only and unable to survive financially until commissions flow in.

'R200m a year needed for building industry training'

An estimated R200 million a year — against the R25 million presently being spent — would have to be invested in training by the building industry to meet the country's need for housing, job creation and adult basic education, according to Ian Robinson, the executive director of the Building Industries Federation of South Africa.

Robinson said foreign aid was not required to fund more training centres and courses, but to provide more instructors and to make existing training more accessible.

"This is the message our organisation has taken to several international conferences as part of our drive to secure foreign aid for a training campaign which will benefit stakeholders in the construction industry."

He said that although many donor organisations and foreign governments were keen to help South Africa achieve the objectives of the reconstruction and development programme, they were uninformed about the areas in which their resources could be used.

He said a variety of excellent programmes, geared to local conditions and tailored to meet specific needs of the industry for semi-skilled, skilled and managerial trainees, already existed.

The limiting factor, however, was the lack of sufficient funding to put the required numbers of people through the courses.

He said the federation, with the Kagiso Trust, had secured more than R3 million of European Union funding for the training component of the Johannesburg Housing Association's multimillion rental accommodation scheme. — Staff Writer
Builders unite to improve construction site safety

BY MANOLA MYTHEMBU

The construction industry has established a forum aimed at creating a safer working environment for workers in the industry.

The Construction Industry Health and Safety Forum (CHSF) was launched in Midrand yesterday by employers and workers. CHSF spokesman Ray Strydom said the forum would develop a safety plan for the industry to formulate and monitor safety standards.

"This would help eliminate accidents at work and occupational diseases which cause loss of life, limb or property."

At present, occupational accidents cause at least one fatality a month and cost the country at least R25-million annually.

In 1995, there were almost 5,000 injuries recorded in the formal building industry alone, at an average cost of R2 500 each, Strydom said.

He said the growth in building activity — especially among self-employed builders and small construction enterprises involved in the provision of houses — has made the need for training more important.

"This has posed a real danger of a rise in accidents and fatalities," he said. "A training programme focused on social infrastructures outside the workplace would help prevent health and safety-related risks on the job."

Among other organisations included in the forum are the Building Industries Federation; the National Occupational Safety Association; the Amalgamated Union of Building Trade Workers; the Building Construction and Allied Workers Union; the Building Industries Association; the Construction and Allied Workers Union; the Electrical Contractors Association; the Federated Employers Mutual Assurance Company; the Master Builders Association; the National Association of Black Contractors Assistance Programme; and the Federation of Civil Engineering Contractors.
Directors get 33% pay rise

BY ANTON DUFFEY

STOCKS & Stocks gave top directors a total 33 percent pay rise last year, according to the construction group's year-end accounts.

Though the accounts do not split pay between directors, they show the board — led by Reg Edwards, the chairman, and Bart Dorrestein, the chief executive — has received R5.7 million for the year against R4.3 million last year.

The rise equalled the increase in payouts to the group's shareholders, with the year-end dividend rising from 9c to 12c.

But there has been little obvious link between shareholder and board payouts in recent years.

Annual board pay rises have varied from 17.4 percent to 54 percent since 1990, while dividends for the three years to 1993 were stuck at 7c; board changes led to a 76 percent wage increase for the board between 1992 and 1993.

Johan van Vuuren, the group finance director, said yesterday that this year's increase was due in part to Derri Farenham, previously based in the United States, being taken into the South African board headcount. Without this, average salaries had only risen 18 percent to R641 000.

"We don't have a policy which says we'll limit increases to a particular percentage," Van Vuuren said.

"Performance bonuses usually reflect changes in the performance of underlying subsidiaries that the directors are responsible for. To that extent, it may be skewed."

Remuneration levels had previously been decided by Van Vuuren, Edwards and Dorrestein.

But the group would establish a remuneration committee this year, in line with the King committee's recommendations on corporate governance.

Stocks lifted attributable earnings 40 percent to R99 million for the year to April.
Retrenchments cost group nearly R3m

Adrienne Gillmoroe

REORGANISATION helped construction group Basil Read cut its attributable loss for the first six months of the year to R2.8m. This compared with the previous half-year loss of R9.2m.

The group attributed the continued losses to retrenchment costs of R2.9m, while bad debts on two contracts in the opencast division amounted to R5m. Loss a share amounted to 20c (35.2c).

Turnover decreased by R57.4m or 23% to R169.4m.

Management said the group had secured 87% of its budgeted turnover for the year and had made a construction profit of R4.2m.

Substantial savings were expected as a result of the restructuring and the sale of unproductive assets, divisions and companies. A reconstituted management team, consisting of SA and French personnel, was also in place.

During the first six months of the year, the group sold its underground and trackwork division and Waste Flow, which brought in R27m.

For the 18-month period ending December 1994, the group recorded a net loss of R22.3m, which amounted to a loss of 110.5c a share.

French construction group Bussygoes, which owns 51% of Basil Read, announced it had decided to effect a recapitalisation of the group and that an application would be made to the JSE.
Expert warns on danger of substandard equipment

Renee Cawiczewsky

(33) 478 1784

OCCUPATIONAL safety across all sectors and the use and supply of substandard safety equipment should be brought to light in the wake of the Vaal Reefs disaster, a manufacturer and distributor of Personal Protection Equipment Ron Anderson said yesterday.

Anderson said suppliers of substandard equipment either chose to ignore the SA Bureau of Standards or were indifferent to the consequences for the worker who used the substandard safety products.

He said "the SABS and the department of labour should be responsible for the policing of this industry, but unfortunately there are not enough inspectors to inspect all potential infringements."

Anderson said there were a lot of well-qualified professionals in the safety equipment industry — but there are "certain customers and suppliers who will ultimately give health and safety professionals a bad name because saving money is more important than somebody's wellbeing."

Anderson said the Occupational Health and Safety Act would be ineffective if workers' health and safety were at risk because of the use of substandard safety equipment, or if they were not properly educated on how to use the product.

Meanwhile, the Construction Industry Health and Safety Forum was launched last week and included representation from both unions and employers operating in the industry.

The forum has appointed a number of subcommittees to deal with safety training, the promotion of occupational health and safety, and publications and promotional material.
Small rise in employment

Pretoria: Employment in the manufacturing industry increased by 0.6% and in the construction industries by 1.3% from January to February this year, Central Statistical Services reported yesterday.

The manufacturing sector gained 8,552 workers between January and February and 6,394 more workers were employed in the construction sector.

Sapa, Special Correspondent
Bifsa affirmative action challenge

Robyn Chaimers

The construction industry had to move swiftly to implement affirmative action — a responsibility it had sorely neglected, Institute of Personnel Management president Johannes Magwaza said yesterday.

Magwaza delivered a strong message to delegates attending the Building Industries Federation of SA (Bifsa) congress, saying they would face a social revolution if they did not take affirmative action seriously.

He also took Bifsa to task for the lack of black representation at its congress, saying that if this did not change by next year, it would not have lived up to its responsibilities. "The construction industry is one of the few in SA that has the training capacity, the funding ability and the captive audience to implement affirmative action policies which will have an impact in a relatively short space of time."

Magwaza said there were solid reasons why affirmative action had to succeed in SA, including political imperatives whereby black people demanded social restructuring before the next general election. Should there have been no progress by 1999, SA could be faced with a revolution.

On a business level, companies would not prosper if white businessmen were the only ones to benefit from a company's success. Black people could also assist in opening doors.

Magwaza said business should implement set targets and stick to them. Should they not meet these after a specified period, government could legislate with quotas.

Labour ministry advisor David Lewis put in a strong plea, saying it was important that the construction sector contribute to the presidential commission investigating the development of comprehensive labour market policy.

Lewis, who is commission co-chairman, said that the limited time the commission had meant it would have to get submissions from relevant associations.

"Although we are hoping to get an extension from the Labour Ministry, at present we have until the middle of next year to complete this enormously complex task and I appeal to Bifsa to put in a formal submission as soon as possible," he said.
SA building industry's heavy toll

By ADRIAN HADLAND

Shocking statistics indicate South Africa's construction industry is one of the most dangerous in the world, with an average of 50 workers injured in the sector every working day.

Calling for a more humane attitude to the health and safety of the country's workforce, Labour Minister Tito Mboweni said more than 1.6-million working days were lost in the construction industry every year due to accidents.

Every working day in the sector, one worker was killed, four were permanently disabled, 33 were temporarily disabled and 44 received medical assistance, he told the Federated Employers' Mutual in an address this week.

"Statistics indicate that South Africa's record of fatalities in the construction industry is among the highest in the world," Mboweni said.

To put the figures in context, he pointed out that for every day worked in 1990, almost 7 000 days were lost as a result of accidents. In this time, a team of two masons and three assistants could have laid the brickwork for about 220 915 low income houses.

Aside from the human cost implied in such statistics, "the opportunity costs related to lost working days is a cost we cannot afford."

Mboweni said the recent formation of an Occupational Health and Safety Forum in the construction industry, which among other initiatives intended to launch a major awareness and motivation programme, was to be welcomed.

"It is encouraging that the construction industry is taking initiatives to address the critical situation they are facing.

A far more professional and humane attitude needed to be adopted in general, however, towards the health and safety of South Africa's workforce, he said.

Recent statistics indicate that almost 290 000 accidents were reported nationwide in 1998. Of these, 47% featured severe damage to or loss of fingers."

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♦ Building toll

Stab 18/11/95

Thereafter, 12% of injuries were sustained to legs and 9% were head injuries, while 6% were inflicted on arms or trunks. Hands were damaged in 5% of accidents while eyes (4%), feet (3%) and toes (3%) made up the bulk of the rest.

Mboweni warned that "unless the accident rate in our country is reduced, the result will be increased assessment rates, larger premiums paid by employers and a reduction in merit rebate payments."

The labour ministry was currently looking into the formulation of a coherent and unified national policy on occupational health and safety, he said in his address.

It was expected that legislation would be tabled in Parliament next year to establish a national occupational health and safety council or agency, he said.
Workers get 12.2pc increase

By Joe Mdhiela
Political Reporter

THE Black Allied Mining and Construction Workers Union has reached a wage settlement with the Anglo Alpha-Ulco Works in Northern Cape, acting general secretary of the union Mr Chris Mashodi said yesterday.

The parties have agreed to a 12.2 percent wage increase across the board. The settlement puts the minimum wage for workers in the plant at R1 907 with effect from January, up from R1 550. In addition, the company has increased the shift allowance to 12 percent for all shift workers.

Housing loans have also been increased to a maximum of R20 000.

"This loan facility is over and above the Alexander Forbes home plan loan workers are currently enjoying," Mashodi said.

He said the company has also agreed to subsidise bond repayments for all workers.

"We are pleased with the settlement, and see it as a good deal for the workers," he said.

Meanwhile, Bamewu has expressed deep concern about three miners who were killed at the Messina Diamond Mines near Warrenton last week.

Mashodi said the union was concerned about the safety practices within the industry.

"Bamewu is terribly disturbed by the health and safety situation at the Messina mine. We will do everything to ensure that the safety and wellbeing of our colleagues in the mining sector are assured," he said.
New concepts will be tested

Builders’ training courses ‘a priority’

Business Day Reporter

THE estate agency industry was in a state of flux, and there could be continuing rapid changes in the foreseeable future, Institute of Realtors of SA (IRSA) president Don Nish said.

"Over the past few years we have seen the introduction of a number of new concepts like buyer’s mandate, 100% commission, 2% commission and sales by owners. Many of these will have to be tested and, where necessary, adapted to suit local conditions," Nish said.

There had been some suggestion IRSA should become involved in adapting these concepts to the local market, but Nish said IRSA needed to be impartial in its analysis of these options, and in its advice to members of the institute.

"While one has to ensure consumers are protected against misrepresentation, one cannot dictate what should and should not be allowed. Products which offer the consumer the best service and those giving agencies the best form of administration will succeed," he said.

Business Day Reporter

TRAINING courses aimed at overcoming the dearth of project, financial and management skills among emerging builders should receive the highest priority at government level to ensure the delivery of reconstruction and development projects, said Association of SA Quantity Surveyors president Barry Probert.

"Training in SA has been focused virtually exclusively on hands-on skills which has provided us with a reservoir of people conversant with the physical aspects of the construction process."

"The problem occurred between the actual building process and the delivery of the finished product to the required standards. Quantity surveyors in all nine provinces would have to assist, in conjunction with members of the other construction-related professions, and emerging builders in the management of projects from schools and clinics to government offices."

"He said in most cases quantity surveyors had worked outside their project briefs in providing such assistance, and occasionally had found themselves in volatile situations when builders had insufficient funds to pay their suppliers and labour due to poor planning.

"One possible solution to the lack of business management and financial skills is to offer to other training institutions across the country the course being developed by the Centre for Construction Entrepreneurs."

The centre was run under the auspices of Free State University, with the support of the quantity surveyors’ association and other organisations.

Probert said the association had realised a decade ago that the provision of manual skills training was far outstripping the provision of building management skills for emerging entrepreneurs. Universities and technical colleges had launched courses on extremely limited budgets to fill this gap.

The centre had been the most successful venture in this sphere and the association was keen to see other institutions follow the same route.

Fifty-two students received certificates last month, bringing to 200 the number of "emerging builders" to have completed courses at various levels.

Courses were aimed at newcomers to the industry, semi-skilled workers and construction engineers.

Subjects ranged from building technology and elementary management to site management and control, as well as quality management, contract documentation, tendering procedures, business management, and time and cost management.

Last year the centre launched a two-year course aimed at foremen, site managers and office staff of established construction firms. It was also investigating the possibility of Free State University giving successful students credits towards a formal degree.
Skills training -
a must by Govt

By Isaac Moledi

THE Government should give top priority to training courses that will empower emerging builders with financial and management skills, says Association of South African Quantity Surveyors (ASAQS) president Barry Probert.

Probert says the speedy delivery of the RDP can be assured if emerging builders are trained in financial management.

The training in South Africa has been focused virtually on “hands on” skills, which has provided South Africans with a reservoir of people conversant with the physical aspects of the construction process.

The critical problem lies between the actual building process and the delivery of the finished product to the required standards, he says.

He urged quantity surveyors in all nine provinces to step in, along with members of other professions, to assist emerging builders in the management of projects ranging from schools to clinics and government offices.

“A possible solution to the lack of business management and financial skills is to offer training institutions courses developed by the Centre for Construction Entrepreneurs.

“The CCE runs under the auspices of the University of the Free State, with the support of the ASAQS and other organisations,” he points out.

Probert says ASAQS realised more than ten years ago that the provision of manual skills training in the construction industry was far outstripping the provision of building management skills for emerging entrepreneurs. He says although the CCE is by far the most successful venture in running these courses, universities and technikons around the country have launched courses, on extremely limited budgets, to fill the gap.

“ASAQS is keen to see other tertiary institutions follow CCE’s formula.”

So far, 52 students received their certificates from the CCE in October, bringing to 300 the total number of emerging builders to have completed the courses at various levels.

Probert says the CCE last year launched a two-year certificate course aimed at foremen, site managers and office staff of established construction firms and is presently investigating the possibility of the university giving those who have completed the two-year semi-formal certificate course credit towards a formal degree.
Employment levels rise in building sector

By Roy Coraine

 Pretoria.—The building industry in the Transvaal shed the shackles of the recession this year to register a 19 percent growth in employment.

 Wynand Stapelberg, the general secretary of the industrial council for the building industry in the Transvaal, said this was only the second time in the past seven years that the industry had registered an increase in employment.

 He said the growth in employment was based on the weekly contributions purchased by companies on behalf of their employees.

 But Stapelberg said although there had been an increase in the number of workers, the average number of weeks worked by every worker was lower.

 Last year, after many lean years, the industry showed the first signs of revival with employment rising 3.3 percent.

 **Bonus**

 The building industry closed for its traditional month-long break on Friday, and Stapelberg said 35,929 workers would receive R29.3 million in holiday pay and bonuses.

 Last year, 28,929 workers received R23.2 million in holiday pay and bonuses, a far cry from the 59,299 who were paid it in 1990.

 Stapelberg said in terms of an agreement reached with the unions recently, all categories of workers from next year would receive bonuses. Up until now, only skilled workers received bonuses.

 The turnaround in unemployment benefits paid out by the stabilisation fund of the industrial council continued during the year.

 Stapelberg said the fund paid out R219,000 to 245 workers.

 Last year about 400 skilled and semi-skilled workers in the Transvaal building industry had registered as unemployed and received almost R300,000 in unemployment benefits, while 1,310 employees received R1.5 million in 1993.
Builders to recognise previous experience

By MAGGIE ROWLEY

Cape Town — The building industry will recognise previous experience in the industry from next year — a move expected to benefit millions of disadvantaged people.

This follows the success of a pilot project to recognise previous learning implemented in Bloemfontein earlier this year.

Erwin Sornendecker, a director of the Building Industries Training Board, which was charged with developing a sustainable, effective recognition of previous learning that was recognised by workers, employers and government institutions, said the new projects would be launched in the rest of the country early next year.

Recognition of previous learning, which is widely practised in the United States and Britain, and rapidly gaining ground in other countries, has been introduced to South Africa fairly recently.

The process enables people of all ages and backgrounds to receive credit for knowledge, experience and skills acquired outside the classroom.

It acknowledges that learning, no matter how, when or where acquired, is worthy of recognition.

Sornendecker said the recognition of previous learning had particular relevance for South Africa because of the large number of people who were unemployed or underemployed because their skills were acquired outside the formal education and training environment, and not formally certified.

"It is recognised in the National Training Strategy Initiative outline as a key strategy for harnessing the country's human resources and is a cornerstone of the ministry of labour's five-year plan."

He said the success of the pilot project and the consequent implementation of recognition of previous learning on a national scale was likely to have a significant effect on the lives of educationally disadvantaged workers.

The National Training Board estimated that between 4 and 5 million South Africans would benefit from the process.

He said: "In practical terms it will mean they could attain a nationally recognised qualification which would immediately improve their employment prospects."

"In most cases they would be drawn into the existing national and regional training frameworks to add to existing skills as they pursued further qualifications."

He said recognition of previous learning had important implications for the country because it allowed people to build on what they already knew rather than having to start at the bottom to acquire a qualification.

"This will result in faster delivery of properly qualified skilled workers into the economy which is regarded as being vital for the reconstruction and development programme to succeed."
Black builders get raw deal, want to take tough action

BY TEO MOTHIBELI

Black building contractors in the Vaal Triangle expressed disappointment this week at the failure of the provincial housing department to halt the tendering process for new development projects in the area's townships.

The Land Developers and Builders Organisation (Ladebo) has declared 1996 a year of action during which they will "employ all the resources at our disposal to make our Government listen to us."

The organisation wants black contractors to be given a chance to develop townships on their own without help from their white counterparts, whom they feel have held an unfair monopoly for a long time.

"Demanding to develop these areas on our own is not necessarily intended to reverse apartheid, but is an attempt to empower our own communities," the organisation's chairman Bhekis Moko said.

Last month, housing and local government spokesman Thabang Mamane said the Government could not accede to Ladebo's demands and urged the black contractors to enter the tendering processes as this was the only way things could be done fairly.

"We totally reject that suggestion because it means we will be supporting the old, unacceptable method of doing things. We voted for a new government believing that they are going to do things differently from the old order," added Moko.

He said white contractors always stood a better chance in the tendering process because of the strong financial muscle they had built up over the years. The whites also had easy access to credit that most blacks were denied, and blacks faced insurmountable red tape.

Moko said Ladebo had resolved that none of its members would participate in any tendering processes. "All that we ask for is a chance to help our Government deliver on its promises, especially (with regard to) housing."
Construction - Labour

1996 - 1999
Training programme for 2 000 people on site of new toll road

A training programme is under way on the site of the largest road contract ever awarded in South Africa — the R500 million, 122 km section of the N1 toll road from Warmbad to Pietersburg.

The South African Road Board awarded the financing, construction and maintenance of the road to Northern Toll Road Construction, a joint venture between LTA and Murray & Roberts. The actual construction is being undertaken as a sub-contract by LMG, a joint venture between LTA, Murray & Roberts and Grinaker Construction.

The contractor has committed to award contracts worth R50 million to emerging businesses, to provide formal training for about 2 000 people. LMG project manager Eugene Erasmus said 53 contracts, plant hire and supply orders valued at more than R35 million, had been awarded by the end of last November.

"The success of this programme could well result in the EDI portion of the contract exceeding the stipulated R50 million by contract completion in July 1997."

To date, emerging business has been involved in activities such as fencing, installation of gabions and sub-soil drains, and the construction of cross roads.

LMG's training school, run in conjunction with the Civil Engineering Industry Training Scheme, employs four full-time multilingual instructors. It is based at LMG's site offices in Potgietersrus, and offers 25 different courses — with the capacity for 20 to 30 trainees a week. By the end of November last year a total of 452 trainee certificates had been issued.
Unregistered contractors will be left out in the cold

Robyn Chalmers

BUILDING contractors who have not registered with the National Home Builders' Registration Council by the end of this month will find themselves cut out of the loop when it comes to finance, contracts and subsidies.

Council MD Peter Allsopp said yesterday that mortgage lenders would no longer extend finance for mortgages to unregistered contractors after February 1 — although the council would continue to register contractors after that date.

"Unregistered contractors are also unlikely to get onto the tender lists of large employer bodies, such as Transnet, for the construction of employee housing. Some provincial housing boards will only approve credit-linked subsidies to contractors who are registered.

"All in all, therefore, those who are not registered are likely to suffer unless they are in a cash-only business," he said.

Allsopp said the 600 building contractors who had registered to date were broadly representative of the construction industry, with more than 85% being small and medium-sized.

"There are no statistics on the size of the construction industry, so we have no idea as to how many contractors are out there and unregistered.

"A list of registered contractors who qualify for the registration will be available to consumers. It is, therefore, in the interests of developers, estate agents, property professionals and general housing contractors to register," he said.

The council was put in place last year as a negotiated deal between the construction industry, banks and the housing ministry to protect consumers against unscrupulous builders and shoddy workmanship.

A development compact had been introduced to assist emerging building contractors to be trained in accordance with the council's requirements. The programme covered a range of subject from the practical aspect of building to basic business and management principles.

Commenting on the delay in providing housing for the lower income groups, Allsopp said one of the reasons was the reluctance on the part of banks to grant loans for fear of non-payment. "With the establishment of the council, banks should be reassured that they are dealing with proven professional contractors and be more comfortable in granting housing loans.

"Hopefully 1996 will see a rebirth of the building industry and an escalation of the low-cost housing programme," he said.
Between August 1994 and August last year the number of miners decreased by 2.0 percent, the Central Statistical Service said yesterday. The total number of miners decreased by 1.1 percent from June 1994 to July last year, and by 0.01 percent from July to August. Construction workers decreased by 2.6 percent from August 1994 to September last year.
Building industry loses workers

ALMOST 22 000 workers had left the construction industry last year due to a lack of new infrastructure investment and poor low cost housing activity, industry sources said.

Central Statistical Service (CSS) figures showed the number of construction workers dropped 6% to 345 148 in the year to October 1996.

Average salaries and wages increased 17.3% to R1 743 a month at current prices. Industry spokesmen expressed concern, saying that skills levels would be squeezed once the RDP was up and running.

CSS figures indicated that workers involved in building fell 6.6% to 197 868 in the year to October. Those in civil engineering dropped 6.4% to 119 951.

The latest survey on the construction industry from Stellenbosch University’s Bureau of Economic Research said that between 43% and 59% of residential contractors were finding it difficult to recruit skilled workers while between 37% and 56% of subcontractors had difficulty recruiting artisans and foremen. In the non-residential sector, the survey showed that about 57% of contractors and 41% of subcontractors reported serious to slight shortages of artisans, and 55% of contractors and 22% of subcontractors reported shortages of foremen.

The latest survey on the construction industry from Stellenbosch University’s Bureau of Economic Research said that between 43% and 59% of residential contractors were finding it difficult to recruit skilled workers while between 37% and 56% of subcontractors had difficulty recruiting artisans and foremen. In the non-residential sector, the survey showed that about 57% of contractors and 41% of subcontractors reported serious to slight shortages of artisans, and 55% of contractors and 22% of subcontractors reported shortages of foremen.

Building Industries’ Federation of SA executive director Ian Robinson said recently more funds needed to be pumped into training facilities if the industry was to gear up to meet the needs of the RDP.

Association of SA Quantity Surveyors president Barry Probert said skills levels must be boosted, particularly in the field of emerging contractors.

Probert said contractors had to become competent in the management of project variables such as finances and quality.

Training should be
Bamcwu resolves to support strike

By Mokgadi Pela

The Building Allied Mining and Construction Workers Union (Bamcwu) resolved at its congress in Johannesburg over the weekend to support tomorrow's strike by Cosatu.

The congress, attended by over 500 delegates from all parts of the country, said it was unacceptable for employers to have the right to lock-out workers in the event of a strike.

Bamcwu said the looming 14 cents hike in the price of petrol was bad news for the workers. “Workers should once again realise that they are on their own and must use their collective power to frustrate the system of racism and capitalism which keeps them in bondage,” the union said.

Bamcwu also dropped the word black from its name to include all races. “We have had endless requests from all races to join Bamcwu and we’ve had to consider their request seriously,” newly elected secretary-general Mr Sebetsa Mashodi said in an interview with Sowetan yesterday.

In his speech to the congress, founder of the union Mr Pandelani Nefolovhodwe said drastic changes were needed to ensure that affirmative action took off in the labour field. “The culture of bussiness cannot remain white for ever.”

Affirmative action should not be dictated by the white establishments rather it should be on terms laid down by those who wish to be developed and empowered,” Nefolovhodwe said.

In his acceptance speech, Bamcwu president Mr Jan Morutu called on workers to continue the struggle until final victory. He said the support for the strike will be communicated to Cosatu in a letter to be sent today.
Building industry's quarterly labour costs rise, but off last year's peak

By Françoise Botha

Cape Town — Labour costs in the building industry continued to increase during the quarter to February 29, but were off the peak reported last year, provisional figures released yesterday by the Central Statistical Service showed.

The national index of labour costs showed a quarterly increase of 0.7 percent from November to February, marking a downward trend from the more than 2 percent peak reported between August and October last year.

Over the past two quarters, labour costs for plant operators and labourers had moved in tandem, although the increase in other workers' costs outstripped those of artisans.

The index over the last quarter showed that artisans' wages and fringe benefits had increased 0.3 percent and those for other workers had risen 0.8 percent.

The remuneration covered wage rates for ordinary hours worked, but the figures excluded overtime, contributions to pension funds and medical aid and all bonuses.

The figures, which were taken from a sample survey, covered private contractors and subcontractors in the building, painting, decorating, plumbing and electrical contracting industries.

Electricians and plumbers remained the highest paid, at R20,60 and R17,67 an hour respectively for the quarter.

The highest increases were reported by plumbers at 5.4 percent, plant operators at 4.2 percent and painters and plasterers at 4.1 percent.

Learner artisans, who earned R9,04 an hour, received the lowest increase of 0.1 percent.
Because this research is a part of a larger project, a brief overview is provided. The project aims to explore the impact of a specific intervention on community health outcomes. The study design includes a pre-post intervention evaluation to assess the effectiveness of the intervention. The results are expected to provide insights into the potential benefits and challenges of implementing the intervention in different settings. Further analysis and dissemination of findings will be conducted to inform future research and practice.
### Number of unemployed (1) living in households categorised by Household employment rate(2) and Household expenditure quintile, former South African territory

<table>
<thead>
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<th>Household employment rate</th>
<th>Expenditure quintile</th>
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<td>Lowest</td>
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<td>130500</td>
<td>89800</td>
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<td>0</td>
<td>Second</td>
<td>19700</td>
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<td>6500</td>
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<td>1 - 20</td>
<td>Third</td>
<td>25500</td>
<td>72000</td>
<td>71200</td>
<td>126900</td>
<td>50800</td>
<td>352400</td>
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<td>21 - 40</td>
<td>Highest</td>
<td>53300</td>
<td>85800</td>
<td>10300</td>
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Bruce, 46, was determined to become an engineer when he completed his schooling.

He joined what was then Murray and Stewart (Eastern Province) as a wage clerk when he realised it would improve his chances for obtaining a bursary.

The bursary was duly awarded and he qualified as a civil engineer at Cape Town University.

In his 20s and early 30s he headed up such large projects as the Garden Route bridges and the Richards Bay marine outfall, both of which are still considered world-class engineering feats.

At present 120th in the global contracting rankings, it aims to elevate itself into the top 50 by 2000.

If Bruce's dreams materialise, it will get there ahead of schedule.

PROPER MANAGEMENT Brian Bruce, a director of Murray & Roberts Contractors Holdings

[Photograph of Bruce]
Building injuries rocket in 1994

By Roy Cokayne

Pretoria — Injuries in the building industry more than doubled between 1993 and 1994, according to the latest statistical yearbook of the Building Industries Federation of South Africa (Bifsia).

The ratio of the number of injuries to the number employed jumped from 3 percent to more than 6 percent in the period.

Ray Strydom, a safety management consultant to Bifsia, said these figures were based on compensation insurance claims and were more accurate than accident statistics provided by the regions.

According to the regional accident statistics, the building industry employed 332,622 in 1994 and recorded 5,554 injuries, including 16 fatalities.

The report said that 7,559 man-days were lost because of injuries at an average cost of R2,336 an injury.

Bifsia said the injury rate had been rising since 1991. Though there were fewer fatalities in 1994, the “all injuries” category rose sharply.

“The poor standard of scaffolding, formwork and edge protection, both in excavations and at heights, contributes greatly to the poor record of injuries in the industry,” Bifsia said.

“The use of poor-quality scaffold components, especially scaffold boards, and poor erection methods and the use of totally inadequate edge protection are, compared to some other required preventative measures, fairly simple and straightforward to eliminate and improve upon.

“As the housing and other RDP-related building activities increase, and the high cost of accident and medical costs rise, accidents and injuries are becoming less and less affordable and the training of all echelons of workers, from supervision to labour, in the basic methods of working safely is more and more an urgent necessity.

This warning has been sounding loud and clear for a number of years, but has not, generally, been heeded by the building industry.

“It still has an extremely poor record in the equipping of its most valuable resource. It is hoped that this will change before it is too late,” Bifsia said.

The report said that hands and feet were the parts of the body most injured, showing that workers required training in manual handling, the correct use of hand tools and the wearing of the necessary protective clothing.

The economy was expected to grow by between 3.5 percent and 4 percent this year, which would increase investment in buildings.

Tourism and the RDP should boost investment significantly, and higher rentals would also provide a stimulus for private-sector building, it said.

“Overall, the building industry should grow by up to 10 percent this year,” said Bifsia.
School to boost builders

By Shadrack Mashalaba

A NEW R1 million centre to empower aspirant builders will be opened next month by Alpha – the distributor of building and construction materials.

The Building Skills Training Facility, which is currently under construction, is to be situated near Roodpoort on the Dobsonville Road, just outside Soweto.

Once operational, the centre will accommodate 800 trainee builders a year.

Alpha’s group communications director, Rowan Dent, says: "We see training as the key to empowering builders, this training is within the reach of largest concentration of emerging builders in South Africa."

The courses are very intensive and held over a period of six weeks.

They are free and will include brick and block making, bricklaying, paving, plastering and concrete technology.

Accreditation

"The course will assist trainees in acquiring the necessary skills and hands-on experience to obtain their share of the forthcoming RDP building projects" said Dent.

Basic literacy and numeracy will be minimum entry requirements.

On completion, all courses will be accredited by the Building Industries Training Board and the Institute for Concrete and Cement.

Management of the centre will be the responsibility of Alpha in conjunction with the civic associations in the area. The cost of maintaining the facility will be solely borne by Alpha.

It will cost approximately R500 000 a year to administer the premises, which will offer a subsidised midday meal and will be manned by two full-time trainers and an assistant.

The local community has shown enthusiastic support for this facility and estimates are that 200 000 artisans will have to be trained annually if the RDP building programme is to get into full swing.
Building workers head job loss list

BUSINESS EDITOR

The construction, mining, manufacturing and transport sectors all shed workers over the year to March, new statistics show.

Employment statistics from the Central Statistical Service show that the number of people employed in the economy outside agriculture dropped by 52,506, or one percent, to 5,175,976 in March 1996.

Construction showed the biggest job loss, with the number of workers employed falling more than nine percent to 311,930.

Sectors which showed increases in employment included insurance, real estate, trade, catering and accommodation.

Average wages and salaries in all sectors excluding agriculture rose 12.3 percent to R3,160 a month last March. Wages rose fastest in mining and quarrying.
Construction and computing sectors the exceptions

Department can’t find jobs for trainees

By Thabo Leshtlo

Johannesburg — Efforts by the labour department to help the unemployed find jobs in the formal sector are being frustrated by the lack of employment opportunities, the department said in its annual report for last year.

Though R32.2 million was spent training about 49,000 people last year, only 10,201 people, or 20.9 percent, found employment.

The department also spent R37 million on giving about 54,000 people skills to eke out an existence in the informal economy. The report says 15,066 of these are active in the informal sector.

The department's efforts have been successful in the training of the unemployed for jobs in the construction sector. Of the 9,500 people trained at a cost of R12.7 million, 54.9 percent found employment:

"To ensure that training in building-related skills is presented in a more meaningful way, contractors are required to be accredited by the Building Industries Training Board," the report said.

The training was most successful in helping trainee computer programmers find jobs. A total of 35 entry-level computer programmers were trained at a cost of R100,144. Of these, 28 people passed the examination and 24 were placed in jobs.

About R1.7 million was spent on the training of 1,246 people with disabilities, of whom 275 were placed in jobs. At least 693 of the 1,804 unemployed people trained in entrepreneurial skills at a cost of R1.2 million have started their own businesses.
Fewer building jobs in former Transvaal region

ROY COKAYNE

Pretoria — Employment in the building industry in the region formerly defined as the Transvaal, which in the past two years showed signs of shedding the shackles of recession, slumped 9.7 percent this year.

But a spokesman for the Gauteng Building Bargaining Council, which still covers the old Transvaal province, said the utilisation of labour had improved this year.

The spokesman said a total of 32 428 workers had received about R30 million in holiday pay and bonuses on Friday when the building industry broke for its traditional month-long, annual holiday.

Of the total number of workers, 13 271 were skilled and semi-skilled and 19 157 were general workers.

This was the first year in which all categories of workers received bonuses following an agreement reached last year with the unions. Previously only skilled workers received bonuses.

Last year 35 929 workers received R29.3 million in holiday pay and bonuses.

The spokesman said the reason for the increased payout was pay rises and the improved utilisation of workers.

She said the average number of weeks worked a worker had increased from 87 percent to 71 percent of the total.

The building industry in the old Transvaal registered a 24 percent growth in employment last year and a 3.3 percent growth in 1994. These are the only two years in the past eight years in which the industry has registered an increase in annual employment.

The growth in employment is based on the weekly contributions purchased by companies on behalf of their employees.

The decline in employment in the building industry is evident from the fact that 39 293 workers in the old Transvaal received holiday pay and bonuses in 1980.
Strike planned for Gauteng building sector

Reinette Grawitzky

The Gauteng building industry faces major disruptions today as thousands of Construction and Allied Workers' Union (Cawu) members plan to strike in support of higher wages despite uncertainty as to the legality of the strike.

Negotiations between Cawu and the Master Builders' Association, under the auspices of the Gauteng building industrial council, have dragged on despite an agreement reached with three other unions in November. The agreement provided for a 60c an hour increase bringing the minimum wage to R6 an hour. Cawu is demanding an increase of R1 an hour. The agreement was gazetted, but allowed for nonparties to be excluded from the peace obligation clause, allowing Cawu to continue its dispute. Employers argue that the strike is illegal.

Cawu official Mathew Olifant said the parties had agreed to arbitration and would meet at the Commission for Conciliation and Arbitration today to discuss whether it has jurisdiction to arbitrate. Masterbuilders Association executive director Colin de Kock said the dispute was declared under the old act, and uncertainty existed as to what was applicable under the old act and new Labour Relations Act.
Construction workers down tools in protest over wages

BY PATRICK PISOA

The Construction and Allied Workers' Union (Cawu) downed tools yesterday in protest against deadlocked wage negotiations with the Gauteng Master Builders' Association (MBA).

Cawu spokesman Thabo Morale said the union had decided to embark on a general strike after its demand for a wage increase fell through.

"We have been patient enough, despite the gross exploitation that is taking place within the construction industry. Our workers are earning peanuts and we cannot just fold our arms," Morale said.

The wage negotiations deadlocked in August and the union declared a dispute against the association, which represents Gauteng contractors. Three meetings were held, but to no avail.

The three other unions in the construction industry have agreed to the wage offers and the agreement has been publicised by the Labour Ministry.

Morale said the union was demanding a R1 increase across the board per hour.

It had rejected the MBA's offer of an 87c pay increase for semi-skilled workers, and a 97c to 102c increase for general workers.

Cawu claims it represents close to 10,000 workers in an industry that has 32,000 workers.

"The association's offer is insignificant and will not improve the conditions of our workers in any way," Morale said.

MBA deputy director Muller Uys could not estimate the loss as a result of the strike, adding that only 5% of workers had not reported for work.

However, Morale claimed various construction sites had been badly affected by the strike.

Uys said skilled workers were currently earning R20,40 an hour, while semi-skilled workers were pocketing R9,13 and general workers were receiving R6 an hour.

The dispute has been referred to the Commission for Conciliation, Mediation and Arbitration.
Effects of builders’ wage strike ‘hard to quantify’

Renee Grawitzky

The wage strike by Construction and Allied Workers’ Union (Cawu) members has affected the building industry in Gauteng but it was extremely difficult to quantify the real effect at this stage, the Building Industries Federation of SA (Bifsa) said yesterday.

Bifsa executive director Ian Robinson said some companies had experienced problems but the strike at this stage had not been as effective as the union had anticipated.

Masterbuilders Association executive director Colin de Kock said the fragmented nature of the industry made it very hard to take out a whole industry.

Cawu official Mathew Olifant said more than 2 000 members took part in the strike, affecting 33 small to medium-sized companies in Gauteng.

Robinson said the industry was hopeful that arbitration held to decide whether the strike was legal or not would make a finding today and the strike would be over.

The union is demanding a R1-an-hour increase while employers and three other unions had agreed to a 60c increase and paternity and maternity leave.

The union and employers agreed to refer the legality of the strike to arbitration after the employers argued that the strike was illegal because of irregularities during the ballotting procedure.

The arbitration was referred to the Independent Mediation Services of SA after the Commission for Conciliation, Mediation and Arbitration (CCMA) ruled it did not have jurisdiction to arbitrate the matter as the dispute arose under the old Labour Relations Act.

De Kock said the strike had the ability of undermining centralised bargaining, as one out of four unions which did not represent the majority of workers was trying to bring the industry out on strike.

He said the union opposed the promulgation of the agreement reached under the auspices of the building industry industrial council on the basis that the unions were not representative of workers in the industry. Members of the employers association employed 76% of workers in the industry, he said.

Olifant said that despite the union’s opposition to the publication of the agreement, the labour ministry had gazetted it. De Kock said that in effect the union was requesting that the agreement be withdrawn.

Industry sources said the withdrawal of the agreement could precipitate closure of the council and government should be aware of this.

Meanwhile, the strike at Mondi in KwaZulu-Natal and Sappi in Mpumalanga continued yesterday.

The Paper, Printing Wood and Allied Workers’ Union said last night that the union and Mondi would meet again today at the CCMA to discuss an amended position tabled by Mondi at the weekend.

Sappi and the union will also meet today at the CCMA in an attempt to resolve the dispute. The union said that no further incidents of violence had been reported at Mondi since the death last week of a nonstriking worker, Basana Zwane.
Building strike ‘spread by intimidation’

Reneé Gravillie

THE building industry strike in Gauteng enters its third day today with indications that the strike spread yesterday to subcontractors in the wake of widespread intimidation, employers said last night.

Construction and Allied Workers’ Union spokesman Mathews Oliphant said the strike would continue today as the decision by arbitrators on the legality of the strike would be made available only today. He said workers would then be briefed on the outcome of the arbitration.

Oliphant said the strike had affected 35 firms including Griffin, Stocks & Stocks, LTA and Timber Bonvec. Masterbuilders Association executive director Colin de Kock said widespread intimidation was being reported. The strike had accelerated not just from more union members joining the strike, but from people being chased off construction sites.

He said employers viewed intimidation as a serious light, and had asked the union to show how it had tried to prevent intimidation from occurring.

Oliphant said one employer, Timber Bonvec, claimed that subcontractors had been intimidated. The shop stewards would investigate this, he said.
Cawu, employers deadlock

By Abdul Milazi

ONLY 13 cents stands between the Construction and Allied Workers Union (Cawu) and the Master Builders Association in the current strike in the building industry, which is now in its fourth day.

Cawu went on strike on Monday demanding a R1 wage increase for semi-skilled and general workers. The company is offering 87 cents.

Spokesman for Master Builders Association Colin de Kock said employers reached a settlement with the building sector’s three other unions during six months of collective bargaining last year.

Want more

De Kock said Cawu was the only union that still wanted more “while other unions agreed to the settlement.”

De Kock said workers were losing R220 a day in wages, while it would take them 1 600 hours to make up the loss.

An arbitrator yesterday ruled that Cawu’s strike was illegal, while the union still maintains that it was legal and protected since “all dispute procedures have been followed in the build-up towards the strike.”

In a statement Cawu blamed the employers for their action, saying employers were refusing to negotiate its demands, but had instead applied for arbitration on the legality of the strike.

Other demands include four months’ paid maternity leave and three days of paternity leave.
"Illegal" building strike called off

The strike by the Construction and Allied Workers' Union's (Cawu) over deadlocked wage negotiations with the Gauteng Master Builders' Association (MBA) has been declared illegal by a private arbitrator and the strike has been called off.

Cawu spokesman Thabo Morale said workers would have to be persuaded to resume duties while the union explored alternative avenues.

Cawu downed tools on Monday after negotiations deadlocked last August.

Senior Counsel Roland Sutherland was the arbitrator. — Staff Reports
Builders may sue union after strike ruled illegal

Johannesburg — Construction industry employers are considering taking legal action against the Construction and Allied Workers' Union (Cawu) for the losses incurred during the illegal three-day strike two weeks ago, Iain Robinson, the chief executive of the Building Industry Federation of South Africa, said yesterday.

The strike was ruled illegal by an independent arbitrator last week based on the old statute, because the dispute started last August before the new Labour Relations Act was enacted.

The union, which has 2 000 members in 47 companies, suspended the strike after the ruling.

Matthew Olifant, the union's general secretary, said the union temporarily abandoned the strike but would get legal advice on what step to take next.

The union has demanded a R1 an hour increase across the board while the employers and the three other unions — the Building Construction and Allied Workers' Union, the Amalgamated Trade Workers' Union and the Building Workers' Union — have agreed on a 60c an hour increase.

The union also demanded a minimum living wage of R1 500 for all workers.
Report puts construction tops

Business Day Reporter

The largest increases in labour productivity in the first half of last year were in the construction sector with 12.2%, the mining sector with 7.9% and the transport sector with 5.8%, according to the National Productivity Institute's annual report.

This was followed by the wholesale and retail trade sector with 4.4% and the construction sector with 3.8%. The construction sector increase was achieved at the cost of employment chances — one of the least desirable ways to lift productivity, considering the need to create more jobs.

The manufacturing and public sectors recorded declines in labour productivity because their percentage increases in output were outstripped by their percentage increases in employment. In 1995, the manufacturing sector recorded the highest labour productivity level of 7.3%.

The report said a crucial mistake made by most organisations was to focus measurement of productivity on the utilisation of labour, usually the least costly resource.

It would be far more meaningful to measure the utilisation of the capital and material resources controlled by labour. This would not only measure the performance of the biggest part of the cost of sales but also ensure the participation of labour in productivity improvement.

Such an approach would also provide management and workers with insight into strategic and logistical bottlenecks, and indicate where attention should be focused to maximise the number of units produced.

The electricity sector (5.1%), transport sector (4.7%) and the wholesale and retail trade sector (3.6%) achieved the best capital productivity performance in 1995.

As for multifactor productivity — a weighted combination of labour and capital productivity — highest increases were recorded by the manufacturing sector (5.3%), electricity (4.6%) and the wholesale and retail trade sector (4.1%).
Initiation beats construction workers' pay
Skilled workers ‘must boost productivity in industry’

Lukanyo Mnyanda

BUILDERS had to improve productivity among skilled and semiskilled workers if SA was to benefit from government’s initiatives to address the shortage of low-income housing, said Multiple Skills Development MD Dan Roelvert.

Roelvert, a former MD of National Association of Home Builders, said a number of surveys had rated SA as one of the least productive countries in the world, with productivity levels lowest among the semiskilled and unskilled sectors of the market.

The training organisation was a nonprofit organisation providing skills training to contractors. It had regional offices in Johannesburg, Nelspruit and Mmabatho.

The first product was ProduProfit which used a business game to teach workers and employers ways of improving productivity through experiential learning.

“This makes the teaching method accessible to literate and illiterate people and also improves their ability to retain the information.”

The game showed how planning and teamwork, rather than individual effort, could improve productivity.

“The business game has been developed to create a crucial awareness of the basic factors of any business — productivity, costs and expenses, time, quality and profits. Too often people do not realise the cost of low productivity, which often results in financial loss and lack of growth and job security.”

The organisation also had courses on effective supervision, customer support, the National Home Builders Registration Council, crosscultural workshops, quantities and costing, as well as elementary bookkeeping.

Roelvert said the courses, primarily aimed at the emerging sector, were restricted to half-days as many workers could not afford to take more time away from their building sites.

“We believe in government’s efforts to remove the housing backlog, especially in the low income sector, but without an improvement in productivity and efficiency of small companies progress, if any, will be slow.”
They now have the skills, but can any of them find jobs?
Building Industry Bargaining Council Agreement a Just

Western Cape makes new LRA History
Building industry bargaining council breaks new ground

The Building Industry Bargaining Council has become the first bargaining council in South Africa to have a new, fully negotiated agreement between the representatives of the trade unions and employer bodies, the council said yesterday. This comes after two years of negotiations and was made possible by the new Labour Relations Act.

The agreement, restricted to the Cape Peninsula, was signed at the end of June. It was a breakthrough for the building industry, said Jonathan Mitchell, the president of Master Builders & Allied Trade Association. It complied with the new Labour Relations Act and the new document was simple and easy to understand.

Mitchell described the agreement as "revolutionary and likely to make for better communication". In addition, he said it was less restrictive regarding the employer/employee relationship. "We believe that the new document will give us a far more stable workforce," Mitchell said. — Mpho Mantjyu, Johannesburg
Pressure blamed for building trade deaths

Figures on deaths and injuries in the industry differ but all stakeholders agree that they are far too high

BY LEE-ANN ALDRED
City Desk

Increased competition is fuelling negligence in the building industry, making it one of South Africa’s most dangerous jobs.

Statistics show that hundreds of workers are killed or injured on building sites every year. In 1995, 114 deaths were officially recorded in the building industry.

The issue has been highlighted by a spate of accidents on construction sites in the past months, the most recent occurring on Tuesday, when three workers were killed after scaffolding collapsed at a site in Sandton.

According to the Compensation Commissioner’s Office, 64 workers were killed in 722 accidents last year, breaking a five-year rise in the number of deaths.

But this figure is disputed by unions and stakeholders who feel the “over-competitiveness” of the industry is putting more and more workers at risk.

Elvis Dube, Construction and Allied Workers’ Union spokesman, said he estimated that at least two workers per province were killed every day. This would mean close to 250 workers are killed every year.

About 25 to 30% more than 20,000 of workers were also injured, Dube claimed.

But Building Industries Federation of SA (Bifsa) statistics show that only 6778 workers were injured during 1995.

Despite the difference in statistics, stakeholders agree that safety is cause for concern.

Colin de Kock, Gauteng Masterbuilders’ Association executive director, said more accidents could be occurring because of pressure on contractors to finish their jobs quickly.

“The industry is under incredible pressure to push contracts in an amazingly short space of time. This could lead contractors into taking shortcuts like stripping out scaffolding quicker...we are very concerned that there is not enough focus on safety in the building industry,” he said.

SA Institute of Building president John Smallwood said, while construction had always been troubled by fragmentation, high illiteracy, lack of commitment to safety and inadequate supervision, the economic situation was having an impact on the building industry.

"People are working close to the bone and they are likely to compromise on standards... and clients don’t help because they compress the contract period," he said.

National Occupational Safety Association spokesman Dean Harding said he believed the problem was that the building industry was largely self-regulatory.

The Labour Department was supposed to apply the regulations, but their supervision had decreased notably over the years, he said. "You generally find that employers have taken to becoming a little more barmy about the situation."

A formal inquiry is to be held into the deaths of the three workers in Sandton on Tuesday. Labour Minister Tito Mboweni announced yesterday.
Building site tragedy puts focus on industry's risks

BY CRAIG URQUHART

Scott said most accidents in South Africa usually result from a lack of line-management awareness of personal responsibility and potential liability among an adequate number of safety specialists on site, and pressure to complete contracts.

Site inspectors who this week removed material from the Investec building for testing say they have no incriminating information at this stage.

However, a formal inquiry will be launched after reports from technical experts have been completed and the injured workers have been discharged from hospital.

"The findings will be passed on to the senior public prosecutor's office and the attorney-general, who will decide whether they will prosecute," said Thabo Satsana, a special investigator for the Department of Labour.

With about 250,000 people being injured in the workplace each year, the national compensation fund is paying out a staggering R1-billion annually.

"While the number of accidents remains relatively stable each year, we find we are paying out more and more in compensation for injured and disabled workers," said James Flint, assistant commissioner for the Compensation Commission.

The compensation the injured workers and families of the deceased will receive from the Investec tragedy will be determined once the accident reports have been submitted.

The Occupational Health and Safety Act, in effect, makes the chief executive of a company criminally and civilly liable in the case of accidents in the workplace. The maximum penalty for non-compliance with the act is a fine of R100,000 or two years in prison, or both.

In a similar accident last year, four construction workers were killed and nine injured when a supporting scaffolding collapsed and a half-completed Pretoria North shopping mall collapsed. It was later established that building plans for the second phase of the project had not been approved by the council, and the attorney-general's office is expected to prosecute the owners of the company involved.
Bifsa offers R1m for training

The Building Industries Federation of South Africa (Bifsa) said yesterday it had offered to contribute R1 million towards a R3 million training initiative for emerging building contractors. "We have for a number of years been calling on the government to focus its attention on the dramatic lack of training and understanding that exists in the informal sector of the industry. We have decided to take the initiative to kick-start this programme in order to address this critical issue," said Ian Robfitson, the Bifsa executive director.

"Our offer is based on the assumption that the department of housing will contribute the balance of R2 million required to fund the programme. Further discussions will be necessary with the emerging contractor associations to ensure that the draft proposal is modified, if necessary, to suit their requirements," he said. The proposal suggests that training takes place at Bifsa's two training colleges, in Springs, Gauteng, and Cape Town. The colleges are accredited to offer the complete spectrum of building skills training. — Sapa, Johannesburg
Bifsa offers
R1-m to train contractors

Johannesburg – The Building Industries Federation of South Africa yesterday offered to contribute R1 million towards a R3-million training initiative for emerging building contractors.

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Bifsa proposed that the training take place at its two training colleges, in Cape Town and Soweto.”
Firm evicts 60 employees

By Paul Letsoalo

ABOUT 60 employees at the Lanserian Consteen Construction company in Krugersdorp were yesterday evicted from the firm's houses after the workers engaged in a strike demanding fair treatment by the company's security guards.

Spokesman for the workers Mr Faraya Moyo said workers were forced out of the company's houses after the owner of the company had instructed the security guards to remove them.

"We were never given notice letters or forewarned about the impending action from management. We were never even shown an eviction order," Moyo said.

He said that some of the affected employees had worked for the company for more than 20 years and they did not deserve to be treated in such a manner.

The company's manager Mr Michael Right declined to comment on the issue.

Moyo said the reasons behind management's action was that workers went on strike two months ago demanding that a security guard who assaulted them be dismissed from work.

"We are now stranded for demanding fair treatment," he said.
Big boys cleared of racism

Ann Bleyleth

A government probe into job reservation at a private construction giant revealed a single official for racial hiring practices, but ignored the role of three managing directors when it effectively crammed the company.

Thierry Héran, the department chief director tasked by Minister of Water Affairs and Forestry Xavier Amat to probe allegations of racial and gender discrimination at construction and engineering giant Group Five, alleged out a sole official for “breaking the rules”, but gave clean bills of health to the company.

The official, divisional human resources director Johan Gouws, resigned last month before Ramassamy’s probe found him guilty of “violating the policies of Group Five by practicing job reservation against blacks and women”.

Amat launched the probe in February after the Mail & Guardian published claims by executive recruiter Dick Muller that qualified black and female candidates were rejected by the firm which hired him to fill three senior vacancies last year. Group Five holds millions of rand in contracts with the departments of water affairs and public works, as well as other public entities.

But Ramassamy effectively cleared the company’s record, finding that it “had a non-discriminatory employment policy and black empowerment policy”.

This was despite a subsequent admission by Group Five chief executive officer Mike Lomas that he had personally reprimanded three managing directors “in respect of administrative failures regarding the recruitment process as well as their passive attitude towards the group’s empowerment strategy during the assignment”. He did not name the three managing directors.

Lomas’ admission contradicts to Muller’s claim that Gouws had reprimanded him, who was merely following higher orders. “The only person who ever told me anything was Gouws, but it was my impression he was acting on other people’s instructions. I don’t think Gouws is the only bad guy, I think he knows the guys he is hiring for and what will and won’t go down with them,” said Muller.

Gouws had told Muller during a heated conversation that, “it’s my job to be objective (to exclude black and female candidates), but he had also added, “the whole question of whether we have black or women are quite sensitive. In the sense that we will probably be forced to employ, uh, black people, which I think personally is the right thing to do. Obviously the profit centres are more difficult to convince.”

In response to the probe findings, Gouws denied he had violated company policy and pointed to an “independent internal” report conducted by Group Five director George Thomas and his colleague Gino Thiele, the only black director of that the company. That probe, said Gouws, had found “no firm evidence” that a discriminatory instruction had been given.

“Testified from Group Five to spare the organization I love embarrassment and commercial harm. Most importantly because the Department of Water Affairs and Forestry had threatened to deny Group Five any contracts even before the investigation had been finalized,” he added.

To support his defence, Gouws sent the M&G a curious reference letter drafted for him by Lomas. Lomas says in a letter that he was sorry to see Gouws go, and added: “All I can say is that what Gouws is accused of is in complete contradiction of everything I know of him. It is likely that he was simply provoking and whatever words were said are in conflict with his commitment over many years to employment equality.”

Lomas had assured Department of Public Works Director General Sipho Seth that Gouws had left owning to “a saga” the company had taken after realizing “something had gone wrong”. Seth said: “I am happy they have taken some steps to remedy the situation, but I will be keeping an eye on them.”

In Africa the most important thing you can do is listen
Focus on lack of construction jobs

Moses Miangeni

SHORTAGE of work in the building industry was the main problem raised in the annual congress of the Building Industries Federation of SA (Bifsa) in Port Elizabeth last week.

The industry as a whole produced a weaker performance last year, with real growth of just over 4% compared with 5% in 1996, Bifsa's annual report said. High real interest rates continued to dampen activity.

Bifsa's incoming president, Peter Ridl, said unless there was an early reduction in interest rates, many scheduled projects would be put on the back burner or, worse, cease to be viable.

Executive director Ian Robinson said yesterday depressed economic conditions and the high interest rates would lead to increased retrenchments and company liquidations. Bifsa would urge the authorities to cut rates and create a better environment for the industry.

Robinson said Finance Minister Trevor Manuel, who spoke at the congress, had offered mild encouragement and agreed that lower interest rates were desirable.

Bifsa said although activity in the private nonresidential sector rose only 5% — a significant drop from the 13% recorded in 1996 — there was some optimism in this sector. This was largely based on the granting of gambling licenses, with the resultant building of casinos expected to lead to a turnover of about R4bn over the next three years.

Ridl said overseas investors remained concerned about the high levels of crime and the inflexibility of the SA labour market.

Robinson said Bifsa would use the forthcoming job summit to review labour legislation. The inhibiting effect of the new labour laws on job creation had been emphasised in business submissions to government and in meetings with politicians and officials.

Bifsa's standpoint was supported by SA Chamber of Business president Humphrey Khoza, who said the building and construction industry, as a creator of jobs on a large scale, would be severely affected by new laws such as the Labour Relations Act, the Basic Conditions of Employment Act, the Skills Development Bill and the Employment Equity Bill. These measures in many respects also ran counter to the policies and ideals of government's macroeconomic strategy, Gear.

Khoza said if the regulation of the labour market was not revisited, SA would pay a heavy price in terms of lost jobs.

Ridl urged employers not to be tempted to reduce their level of training, given current recessionary conditions. They should rather increase their training activities, particularly in the emerging contractor sector.

Delegates praised Bifsa for its contribution to the formation of the much-awaited Construction Industries Confederation, an organisation representing the entire construction industry.
Unions suspend planned strike

By Mzwakhe Hlangani
Labour Reporter

FOUR trade unions in the building construction industry have suspended a planned industrial action by 15,000 construction workers to force the Gauteng Master Builders Association (GMBA), not to withdraw from the industry's bargaining council.

GMBA executive director Mr Chris de Kok yesterday congratulated the trade unions for agreeing to review their position. He said the unions had conditionally withdrawn their dispute lodged with the Commission for Conciliation, Mediation and Arbitration. The GMBA was delighted at the re-opening of debate around the statutory affirmative procurement requirements for the building industry.

"Though we are not against the political implications, we feel certain issues needed to be debated and changed because a lot of emerging builders won tenders without having the capacity to render satisfactory work," De Kok said.

"Most were not registered and did not pay income tax, VAT, or for the unemployment fund," he added.

Spokesman for the Building Construction and Allied Workers Union, Amalgaamated Union of Building Workers Trade, Construction and Allied Workers Union and Bouwwerkers Vakbond Mr Narecos Moloto confirmed they had decided to suspend the strike pending industry-wide debate on the restructuring of the bargaining council.

The union had rejected the association's reasons for withdrawing from the council and claimed the association was trying to resist change.
Employers’ change of heart could save council

Sibonelo Radebe

THE Gauteng Building Industry Bargaining Council could be saved from collapse after Gauteng Master Builders’ Association, the only body representing employers in the council, indicated yesterday that it would remain a member.

In December the association threatened to withdraw from the bargaining council, saying the council had ceased to be a feasible proposition for the majority of the association’s Gauteng members.

The association also said that, given tough trading conditions, the council was too expensive to maintain.

"After fruitful discussions and considerable goodwill on the part of the unions and the association, there is a sincere desire to make radical changes to the structure of the bargaining procedures" said the association’s executive director, Colin de Kock.

He said the agreement to restructure the bargaining council into a simple and cost-effective structure was central to the association’s decision to stay. Intentions to withdraw were fuelled by the fact that fewer employers complied with the council’s agreements.

The emergence of subcontractors added to the problem of noncompliance as most of them were unregistered and difficult to police.

De Kock had said agreements reached in the bargaining forum proved to be a burden for the association’s members, while noncomplying contractors were not affected. Wages paid by noncomplying contractors were well below those laid down by the council’s agreements.

This enabled noncompliant contractors to set competitive prices and clinch most of the tenders.

De Kock said the latest agreements were a major step forward in bringing greater stability to the industry.

Building, Construction and Allied Workers’ Union general secretary Narius Moloto said the decision by the association to stay in the council would save the industry from a crisis.

The union had threatened industrial action after the association had indicated intentions to withdraw from the council.

Moloto said the union would assist in ensuring that companies, both ‘big’ and small, complied with the council’s agreements. He said changes in the council were necessary as the building industry had changed greatly since the council was established almost 50 years ago.
Workers’ deaths highlight difficulty of enforcing labour laws

BY RAPHAEL BANDA

The Government, unionists and employers in the building and construction industry say the building-site accident in Randburg in which two workers were killed this week highlighted the difficulty of enforcing the country’s tough labour and safety legislation.

Some construction companies had found loopholes in the Labour Relations Act and were able to subcontract to subvert Bargaining Council agreements reached between workers and employers, industry sources said yesterday.

Speaking generally about the industry and not referring specifically to the Randburg accident, the cause of which is not known, Ian Robinson, executive director of the Building Industries Federation of South Africa, said there was evidence of a lowering of standards as more companies employed subcontractors.

He said this had been encouraged by what he termed inflexible labour legislation.

Two workers died and another was seriously injured when a wall of earth collapsed on them while they were building a retaining wall.

After a preliminary investigation by the Occupational Health and Safety Inspectorate, the Labour Department ordered excavation at the site to be halted.

There were three subcontractors at the site.

Albrand was the main contractor and the company had subcontracted work to Anchor Retaining Walls, which had subcontracted to Valcon International. The fourth company involved was Free State Piling.

Labour Minister Mmadlana yesterday said the accident highlighted the need for compliance with occupational health and safety laws, and a commitment to safe working practices.
'Matchsticks could fit into cracks' in Inyaka river bridge

Stephané Botha

PRETORIA — At least 17 more witnesses will be called to give testimony about events leading to last July's collapse of the Inyaka river bridge in which 14 people were killed and 12 injured.

The inquiry, under the chairmanship of Larry Kloppenberg, has heard evidence mainly from workers who survived the disaster and from employees of Concor Construction, which held the contract to build the 300m prestressed incremental launching bridge for the water affairs and forestry department.

The bridge was designed by Pretoria engineering firm VKE. Four experts will be called to shed light on the matter.

Nelspruit attorney Richard Spoor, representing families of some of the deceased, in cross-examination of Concor engineers alleged that in terms of the Occupational Health and Safety Act, Concor had failed to carry out its duties during the construction of the bridge.

Site agent Peter Price, who held the occupational safety appointment on the building site as required by law, testified earlier that he had delegated some of his duties to bridge section engineer Ricardo de Sa, which, in terms of the act, he had been entitled to do.

However, in testimony delivered, late last week, De Sa said he had never received a formal appointment as required.

"But I am aware of the basic conditions of the act," De Sa testified.

The bridge collapsed during a launching phase while several invited guests looked on. The inquiry heard that the movements of guests were not controlled by Concor on that day and that visitors were supplied only with hard hats.

On May 27, more than a month before the structure failed, problems with the bridge had already begun when cracks "so big one could put a match stick into it" appeared in one section, De Sa said.

However, VKE engineers allegedly insisted that it was safe to continue with construction, while at the same time ordering additional reinforcing for the sections which were still under construction, the inquiry heard.

A junior engineer on site, Marelsie Gouws, who died in the disaster, described the cracking as "severe" in a memo at the time.

The inquiry continues today when De Sa will be cross-examined.
Building industry set to lose 30 000 jobs

By Joshua Raboroko

MORE than 30 000 workers in the building industry will lose their jobs this year because major companies face work shortages and an economic crisis.

The executive director of the Building Industries Federation of South Africa (Bifsa), Mr Ian Robinson, said yesterday that more than 20 000 jobs were lost last year and a further 30 000 would be lost this year.

Robinson said these figures represented 25 percent of the workforce in the industry, which next to tourism, was the biggest employer in the country. He said the industry was "bleeding".

He said more than 450 companies were expected to be liquidated this year compared to 350 in 1998, adding that "a massive retrenchment cost burden is being imposed on the industry".

The general-secretary of the Congress of Trade Unions-affiliate Building Construction and Allied Workers' Union Mr Narius Moloto, said it was regrettable that their members had lost jobs as a result of the economic downturn in the industry.

The union had negotiated "handsome packages" for them.

They would receive training to develop building skills that would enable them to become informal traders, thus helping to create wealth and jobs for them.

Bifsa said reports from all regions showed a serious shortage of work, with KwaZulu-Natal, the Eastern Cape and the Northern Cape in crisis.

Robinson said larger companies were surviving by securing work outside South Africa, mainly in Africa, but also in Europe and the Middle East.

Locally, the construction of casinos was the only positive factor in the private sector while in the public sector the recent shelving of two large prisons due to the shortage of funds was a set back.

Over 300 projects worth R5 billion were postponed during 1998 and the trend was worsening this year.

Confidence levels were at an all-time low and it seemed unlikely that any upturn would start before the second half of next year, Robinson said.
Building industry shedding too many jobs, says Bifsa

By Isaac Moledi

MORE than 20 000 jobs were lost in the building industry last year and a further 30 000 job losses – together representing more than 25 percent of the workforce – are expected this year, the Building Industries Federation of SA (Bifsa) said last week.

Bifsa executive director Ian Robinson said the building industry, the biggest employer next to tourism, was shedding jobs faster than it had ever done.

He said more than 450 company liquidations were expected this year, compared to 350 last year.

“A massive retrenchment cost burden was being imposed on the industry,” he said.

Reports from all regions indicate a serious shortage of work with KwaZulu Natal and the East and North Cape in crisis conditions.

Larger companies are surviving by securing work outside South Africa’s borders, mainly in the rest of Africa but also as far afield as Europe and the Middle East.

Positive factor

Locally, the construction of casinos was the only positive factor in the private sector, while prison construction in the public sector has seen the recent shelving of two large prisons due to shortage of funds.

“Payment for Government work is rarely made in less than 90 days and sometimes longer,” said Robinson, adding that more than 300 projects worth R5 billion were postponed during last year with the trend expected to worsen this year.

“Confidence levels are at an all-time low and it seems unlikely that any upturn will commence before the second half of next year, assuming a substantial decrease in interest rates,” he said.

“We desperately hope that the new government will engender investor confidence.

“The fortunes of the building industry are the single most important reflection on the economic wellbeing of any country.

“For South Africa to prosper, we need a vital and prosperous building sector,” said Robinson.
Builders to shed 30 000 jobs

Sibonelo Redabe

TRADING woes seen by the building industry since last year’s economic downturn will have a devastating effect on SA’s employment figures and on ordinary people as the industry is expected to shed more jobs this year.

The Building Industries Federation of SA (Bifsa) said yesterday it expected the building industry, which was one of the biggest employer sectors in the country, to shed about 30 000 jobs this year after losing 20 000 last year.

The combined number of job losses between last year and this year represents about 25% of the industry’s workforce. The industry expects an increase in liquidations to 450 compared with 390 last year.

Bifsa executive director Ian Robinson said the building industry would continue to feel the pinch caused by last year’s turmoil, despite the recent decline in interest rates.

The industry would react to declining interest rates after about nine months because of the lag effect.

Robinson projected a recovery by the middle of next year with hope that there would be a substantial decline in interest rates. He said SA could prosper only if it had a healthy building industry.

“The fortunes of the building industry are the single most important reflection of the economic well being of any country,” Robinson said.

The industry hoped that the next government would win back investor confidence immediately after the elections.

Robinson said the construction of casinos was the only positive factor for the industry.

Prisons development projects, which could have provided a further boost, had been postponed.
Threat by road workers

ALMOST 1 000 striking labourers threatened to
dig trenches across the R2-billion Maputo Cor-
dridor toll road on Friday after their demands for
higher salaries were rebuffed.

The labourers — contracted to a Stocks &
Stocks, Basil Read and Bouygues construction
consortium — are threatening to rip up por-
tions of the new superhighway between Kaap-
muiden and Komatipoort in Mpumalanga.

The workers embarked on an illegal strike on
Friday after the consortium refused to increase
their minimum wage from R4.15 to R5.58 an
hour. ST 201619q (33)

A spokesman for the workers, Zacharia
Silawula, said the consortium had also failed to
provide safety equipment — such as boots and
overalls — for workers on the road and failed to
pay bonuses even when construction moved
ahead of schedule.

Silawula said: “We work right through public
holidays and weekends to ensure that this road
stays on target, but we are not protected from
injury or paid a decent wage. Who can live on
R4.15 an hour? That’s about R336 for two weeks
of back-breaking work.”

The consortium’s site manager for the affect-
ed portion of road, Marius Nel, confirmed the
strike and sabotage threats, but said the con-
sortium could not increase the minimum wage
without affecting the entire country’s construc-
tion industry.

Nel also confirmed that the consortium em-
ployed Mandla Mtshali as a public relations
consultant to handle worker dissatisfaction but
refuted allegations by strikers that Mtshali had
represented himself as an ANC official and had
ordered them back to work.
Strikers torch equipment

CONSTRUCTION workers at the Maputo Corridor toll road torched a large grader and an excavator on Tuesday, the third day of their illegal strike.

This occurred shortly after an agreement was reached that workers would be paid R4.15 an hour. The workers were demanding R5.08, African Eye News Service reported.

Project manager Luc Meyers said the strikers agreed to the terms late on Tuesday afternoon. Police spokesman Thabisile Gama said the agreement may not have been communicated to all strikers. — Sapa.
Breaking new ground

More women don hard hats as they forge new careers

Dressed in orange overalls and white hard hats, the slightly-built apprentices carpenters demonstrate how to build scaffolding, a crucial part of any building site.

If the scaffolding is not constructed correctly, accidents are that workers could fall to the ground and either be injured or killed. With this in mind, Nazeema Joseph, 19, and Nazeema Judd, 21, work quickly but carefully.

Months of training together means that very little verbal communication is necessary between the two apprentices carpenters. Erecting scaffolding is not normal the job of a carpenter, but this is seen as part of their training.

Usually, carpenters do lots of form work with concrete, includ-
ing staircases. They also hang doors, do the understair and corni-
ces, form the staircases and help with “taping out the building.”

“If you want to work on a building site you can’t be afraid of height,” says Nazeema with high school pupils Nomfash Nomfash and Nomakholo Mabasa, 19, also doing the internship.

Nazeema and Waseemah are from another project run by Neil Millier, and often encourage other young women to follow them.

“We’ll face severe graduate shortages next year, when an upturn in the industry is expected”

“Hard work and looking forward to studying further. Her aim is to become an architect.”

Both Nazeema and Waseemah are thinner and smaller than the average construction worker and finding the correct fit in safety boots, overalls and gloves prove difficult.

And there have been other women who have tread similar paths. Liz Mackenzie, a business development manager, started out as a quantity surveyor.

“We’ll face severe graduate shortages next year, when an upturn in the industry is expected.”

For Jacqui Kent, whose first day on the job was spent digging in the sand - this means not having to run to the nearest shopping centre, dripping in mud. She says this is changing at some companies, where women’s boxes are being erected on site.

Women are common to find women in the construction industry - and when she started out there were only 10 male tilers.

In 1995 she was one of three women to qualify as a quantity sur-
voyer from Cape Technikon. Both Jacqui and Liz say it was not too difficult for them to fit in in a male-dominated world.

“Once you prove you can do the job, people accept you,” says Jacqui.
New foundations laid as young women build future in 'man's world'

Construction has always been a man's world - but no longer. More and more females are literally breaking new ground. Pupils, half of these girls, from across the Cape Flats are part of the "Go for Gold" project. The project is a joint initiative between the Western Cape Education Department, the Nell Muller construction company and the Amy Blish Foundation.

Worried about the lack of interest on the part of pupils to enter the construction industry and the shortages of good maths and science pupils who choose to study construction-related courses, the company decided to "catch" good maths and science pupils at school level. Since the beginning of March 20 pupils, half of them girls, have been attending classes after school for most of the week. Hoping to improve their maths, science and English, the pupils take extra classes at the Nico Malan nursing college in Athlone.

The pupils are from Heideveld High, Cathkin High, Silverstream High, Oscar Moscha High, Nelson Mandela High, Gugulethu Comprehensive, 1 D Malan High, Stellenberg High, Roodeheuwel High and Modderklip High.

Sean Wolber, the Human Resources Manager at Nell Muller Construction, says that over the years they have found it difficult to get people from traditionally disadvantaged backgrounds with good mathematics and science marks to enter the construction industry. Added to this, the industry is not always seen to be attractive for students, especially for girls who often think that construction is part of a "man's world".

His boss, Nell Muller, says women should not expect any special treatment. He also believes they work harder and are more dependable than men.

He says all the students will start "in the trenches" but the trainees do this to gain an understanding of the industry and not "to do mental jobs but for the sole of it".

Mr. Wolber's sentiments are echoed by the Building Industries Federation of South Africa (Bifa), which has found that there is a strong demand in the industry for fully-qualified graduates.

Ian Robinson, executive director of Bifa, says there are not enough students entering the industry at tertiary level. 

"The decline in student numbers on the university and technikon construction management courses is disconcerting as we are going to face severe graduate shortages later next year when all upturns in the industry are expected."

Robie Jikandu, 16, a Grade 11 pupil at Cathkin High, says she is considering studying architecture. Asked if she was prepared to work "in the trenches" she said: "We (women) are used to it. We do things like cleaning the garden."

Noncedile Luthuli, 19, a Grade 11 pupil at Stellenberg High, in Philippi, says she wants to study quantity surveying. Noncedile passed Physics with an A last year and mathematics with a C.

She had applied to study physiotherapy at UCT, but she says that since she has been on the course she has changed her mind about the construction industry.

"I am quite keen to study quantity surveying now," she says.
Biswa tars for 30 000 construction jobs

Pain Ahead: Ian Robinson,

Head of the Building Industry.

"About 30 000 job losses through 2000.

"Building and construction projects would have stood between 30% and 35% of the total.

"The building industry is in a state of great crunch.

"Building and construction projects were dropped.

"In the first half of the year, 2009, the building industry was hit hard.

"The building ministry has been looking for ways to stimulate the industry.

"The current trend is expected to continue until the end of the year.

"The building industry needs a boost to get back on track.

"In the last quarter of 1998, the building industry was the most active.
30 000 building jobs will be ‘lost by end of year’

At least 30,000 building jobs will be cut and 400 companies liquidated by the end of the year after tough economic conditions saw R5-billion of projects shelved in the first half of the year.

"Things have turned out to be very bad in the first half of this year," said Ian Robinson, executive director of the Building Industries Federation of South Africa.

"Turnover levels have dropped very significantly and over 200 projects were postponed. We are heading for about 30,000 job losses during 1999," he said.

High interest rates brought about tough economic conditions during the first half of the year.

Mr Robinson said that despite a steady fall in domestic interest rates, a recovery in the industry will not be seen until after the first half of 2000.

The industry was expected to record growth of four percent late next year.

But Mr Robinson said the poor state of the industry would not dent the financial results of some of the major listed building and construction companies because of their policy to source work outside South Africa. - Reuters
Women break into construction
Workers walk out at breakdown of talks

By Musakhe Hlongwani
Labour Reporter

Thousands of construction and civil engineering workers from two major trade unions downed tools yesterday when negotiations on wage negotiations broke down. The Building Construction and Allied Workers Union (Becawu) and the Construction Allied Workers Union (Cava) spokesmen Mr Nethus Moloto and 40 000 members of both unions have embarked on an industrial action after independent experts failed to resolve the South African Federation of Civil Engineering Contractors (Sacbec) to raise its R700 a month minimum wage to R1 200.

Employers disputed the figures saying there wer only about 15 000 workers on strike.

The unions demanded a 9.5 percent wage increase while the employer's maintained their original seven percent offer.

When the strike started, management announced that it had revised its offer to 8.6 percent.

The unions also demanded that workers be paid two-and-half times the normal rate for all overtime work. Employers are currently paying one-and-a-half times the rate.

Sacbec spokesman Mr Akhona Willomu said the industrial action took the unions and the employers to the last resort.

"The offer is being made to workers in spite of the fact that the industry is facing difficult market conditions," he said.

"The offer is up to the unions to continue with the strike action because it could no longer remain unprotected in terms of the Labour Relations Act.

"Striking workers staged demonstrations at the work sites in Johannesburg, Cape Town, Durban, Pretoria and Transvaal and as far as Northern Province, Mpumalanga and North West."

It is feared that the strike will affect building and other major construction projects due for completion before the December holidays.

Moloto maintained that the strike would continue despite the latest offer since management had failed to inform the unions of the offer.

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Civil engineering body seeks interdict on strike

With wage talks deadlocked, construction workers put down tools

Sphiwe Xalele

The Building Construction and Allied Workers' Union (Becawu) has claimed more than 15 000 construction workers embarked on a wage strike yesterday.

Vice-President Moloto said workers reported for work as usual and held protest meetings outside construction sites. In some areas workers went on strike.

Moloto said Becawu, representing the workers, went to the company notices stating that it was illegal.

A spokesman for the SA Federation of Civil Engineering Contractors (Sacbec), Mr Motloua, said, however, that the strike had a minimal effect as it was limited to only 3 000 workers.

company management was in the process of ending the strike.

The National Union of Metalworkers of SA (Nums) has threatened to declare a dispute if the R700-a-month minimum for workers in the mining industry.

Nums spokesperson Mr. Shabula said management had not responded to the workers' demands.

He said that the company had not responded to the workers' demands.

Thecheap package offers teams to work different shifts.

He made workers and the company's legal team would be handling the matter in a bid to find a solution to the problem.

He said that there would be no agreement to the situation.
Labor Reporter

JOSE COURT APPEAL

Construction bosses
Week-long strike fizzles out

SOWATAN Wednesday October 13 1999

[Image of newspaper page]

By Mirwaba Hengen

[Article text]

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Cawu threatens to strike

FRANK NXUMALO

Johannesburg - The Cosatu affiliated Construction and Allied Workers Union (Cawu) threatened yesterday to call for a three-day sympathy strike in the building and cement manufacturing sectors if a meeting with the South African Federation of Civil Engineering Contractors failed to settle the 11-day strike.

The strike involves about 15,000 Cawu members in the civil engineering sector.

Thabo Morale, the union's secretary general, said Cawu was demanding a 10 percent increase against the employers' offer of 5 percent.

The planned sympathy strike on October 26 would only be the second such strike since the promulgation of the new Labour Relations Act of 1995.

The first sympathy strike involved a total of 220,000 members of the National Metalworkers Union of South Africa last year.
Building Industry Faces Grim Year

The building industry could face a grim year with approximately 20,000 jobs expected to follow over the next year. About 20,000 jobs have already been lost with another 25,000 expected to follow over the next year. The industry's rebound in the last year or a good quarter is expected to be less next year. The expectation is for 20,000 jobs to already be out.

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