

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Verkoopprijs • Selling price
(AVB uitgesluit/GST excluded)

Plaaslik **45c** Local
Buitelands **60c** Other countries
Posvry • Post free

**Regulasiekoerant
Regulation Gazette**
No. 3989

As 'n Nuusblad by die
Poskantoor geregistreer
Registered at the Post Office
as a Newspaper

Vol. 254

PRETORIA, 22 AUGUSTUS 1986
AUGUST

No. 10392

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 1741

22 Augustus 1986

WET OP DIE ONDERVERDELING VAN LANDBOU-
GROND, 1970 (WET 70 VAN 1970)

UITSLUITING VAN SEKERE GROND IN DIE AFDE-
LING OOS-LONDEN VAN DIE TOEPASSING VAN DIE
WET

Ek, Gert Jeremias Kotzé, Adjunk-Minister van Landbou-
ekonomie, handelende namens die Minister van Landbou-
ekonomie kragtens paragraaf (f) van die woordskrywing
van "landbougrond" in artikel 1 van die Wet op die Onder-
verdeling van Landbougrond, 1970 (Wet 70 van 1970),
sluit hierby na oorlegpleging met die betrokke Uitvoerende
Komitee die grond in die Bylae beskryf, uit van die bepa-
lings van genoemde Wet.

G. J. KOTZÉ,

Adjunk-Minister van Landbou-ekonomie.

BYLAE

Daardie gedeelte van die afdeling Oos-Londen geleë
binne die volgende grense:

Begin by die mees noordwestelike baken van die grond
bekend as Plaas 721; daarvandaan in 'n algemeen noordoos-
telike rigting met die noordelike grense van gemelde Plaas
721 en die grond bekend as Plaas 718, Plaas 717, Plaas 714,
Plaas 713, Plaas 709, Plaas 708, Plaas 705, Plaas 704 en
Plaas 530 tot by die mees noordoostelike baken van ge-
melde Plaas 530; daarvandaan in 'n algemeen suidelike rig-
ting met die oostelike grense van gemelde Plaas 530 en die
grond bekend as Plaas 702 tot by die suidoostelike baken
van gemelde Plaas 702; daarvandaan in 'n algemene suid-
westelike en westelike rigting met die suidelike grense van
gemelde Plaas 702 en die grond bekend as Plaas 703, Plaas
706, Plaas 707, Plaas 710, Plaas 711, Plaas 715, Plaas 716,
Plaas 719 en Plaas 720 tot by die suidwestelike baken van
genoemde Plaas 720; daarvandaan in 'n algemeen noorde-
like rigting met die westelike grense van gemelde Plaas 720
en die grond bekend as Plaas 721 tot by die mees noordwes-
telike baken van gemelde Plaas 721, die beginpunt hierbo
genoem.

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 1741

22 August 1986

SUBDIVISION OF AGRICULTURAL LAND ACT, 1970
(ACT 70 OF 1970)

EXCLUSION OF CERTAIN LAND IN THE DIVISION
OF EAST LONDON FROM THE APPLICATION OF
THE ACT

I, Gert Jeremias Kotzé, Deputy Minister of Agricultural
Economics, acting on behalf of the Minister of Agricultural
Economics under paragraph (f) of the definition of "agri-
cultural land" in section 1 of the Subdivision of Agricultu-
ral land Act, 1970 (Act 70 of 1970), hereby exclude, after
consultation with the Executive Committee concerned, the
land described in the Schedule from the provisions of the
said Act.

G. J. KOTZÉ,

Deputy Minister of Agricultural Economics.

SCHEDULE

That portion of the Division of East London situate
within the following boundaries:

Beginning at the north-westernmost beacon of the land
known as Farm 721; thence in a generally north-easterly
direction along the northern boundaries of the said Farm
721 and the land known as Farm 718, Farm 717, Farm 714,
Farm 713, Farm 709, Farm 708, Farm 705, Farm 704 and
Farm 530 to the north-easternmost beacon of the said Farm
530; thence in a generally southerly direction along the
eastern boundaries of the said Farm 530 and the land known
as Farm 702 to the south-easternmost beacon of the said
Farm 702; thence in a generally south-westerly and westerly
direction along the southern boundaries of the said Farm
702 and the land known as Farm 703, Farm 706, Farm 707,
Farm 710, Farm 711, Farm 715, Farm 716, Farm 719 and
Farm 720 to the south-westernmost beacon of the said Farm
720; thence in a generally northern direction along the west-
ern boundaries of the said Farm 720 and the land known as
Farm 721 to the north-westernmost beacon of the said Farm
721, the point of beginning mentioned above.

DEPARTEMENT VAN MANNEKRAG**No. R. 1743****22 Augustus 1986****WET OP ARBEIDSVERHOUDINGE, 1956****YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN REGISTRASIE- EN ADMINISTRASIEFONDSOOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****REGISTRASIE- EN ADMINISTRASIEFONDS****OOREENKOMS**

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

DEPARTMENT OF MANPOWER**No. R. 1743****22 August 1986****LABOUR RELATIONS ACT, 1956****IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, 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 1989, 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) (b), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1989, 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.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY****REGISTRATION AND ADMINISTRATION EXPENSES****AGREEMENT**

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mine Workers' Union
 Radio, Television, Electronic and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1003 van 23 Mei 1986 (hierna die Herbekragtigingsooreenkoms genoem), te wysig.

DEEL I ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word—
 - (a) oral in die Republiek van Suid-Afrika; en
 - (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—
 - (a) die vervaardiging, vir verkoop, van standaard-snelsnygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrostrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
 - (b) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing van "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (c) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, werktuie en apparaat, of dit van hand-, fotografiese, meganiese, elektriese, elektrostatische of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik in rekeningkunde- en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
 - (d) die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
 - (e) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (f) die Slotmakersbedryf in die landdrostrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
 - (g) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrostrikte Brits, Germiston, Kempton Park en Pretoria;

Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mine Workers' Union
 Radio, Television, Electronic and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

to amend the Agreement published under Government Notice R. 1003 of 23 May 1986 (hereinafter referred to as the Re-enacting Agreement).

PART I GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) throughout the Republic of South Africa; and
 - (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—
 - (a) the manufacture, for sale, of standard high-speed cutting tools made from high speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
 - (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (f) the Locksmithing trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

- (h) die installering en/of herstel en/of versiening van radio's en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
- (i) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte nie swaarder as 2 108 mm nie van—
- (aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;
- (ab) deksels vir bottels, flesse en ander houers;
- (ac) gewone of gelitografeerde metaalspeelgoed;
- (ad) gewone of gelitografeerde vertoontablette;
- (ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaalklompe. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.
- Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word;
- (j) die vervaardiging uit tinplaat van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.
- (3) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—
- (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel nie; en
- (b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie Wet of met voorwaardes daarkragtens vasgestel nie.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"Klousules 3 en 4 van Deel I, Deel II (soos gewysig by klousule 3 hieronder), Deel III (soos gewysig by klousule 4 hieronder) en klousules 1 en 3 van Deel IV van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers."

DEEL II

3. KLOUSULE 1.—BYDRAES

- (a) In subklousule (2) (a) (i), vervang die syfer "5c" deur die syfer "6c".
- (b) In subklousule (2) (a) (ii), vervang die syfer "10c" deur die syfer "12c".
- (c) In subklousule (3), vervang die syfer "R10" deur die syfer "R12".

DEEL III

4. KLOUSULE 1.—REGISTRASIE

- (a) In subklousule (1) (a), voeg die volgende in na die uitdrukking "die volle name en adresse van die direkteure en die sekretaris":
- "en, indien die werkgewer 'n beslote korporasie is, die volle name en adresse van die lede en die sekretaris,".
- (b) In subklousule (1) (b), voeg die uitdrukking "of beslote korporasie" in na die woord "maatskappy", waar dit ook al voorkom.

Vir en namens die partye op hede die 21ste dag van April 1986 te Johannesburg onderteken.

C. J. M. PRINSLOO, Voorsitter.

B. NICHOLSON, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

- (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

- (i) (i) the manufacture by mass production methods from sheet-metal of a gauge not heavier than 2 108 mm of—
- (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
- (ab) bottle, jar and other container closures;
- (ac) plain or lithographed metal toys;
- (ad) plain or lithographed display tablets;
- (ii) manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.

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

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

(3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—

- (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
- (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. GENERAL PROVISIONS

Substitute the following for section 4 of the Re-enacting Agreement:

"The provisions contained in sections 3 and 4 of Part I, Part II (as amended by section 3 hereunder), Part III (as amended by section 4 hereunder) and sections 1 and 3 of Part IV of the Former Agreement shall apply to employers and employees."

PART II

3. SECTION 1.—CONTRIBUTIONS

- (a) In subsection (2) (a) (i), substitute the figure "6c" for the figure "5c".
- (b) In subsection 2 (a) (ii), substitute the figure "12c" for the figure "10c".
- (c) In subsection (3), substitute the figure "R12" for the figure "R10".

PART III

4. SECTION 1.—REGISTRATION

- (a) In subsection (1) (a), insert the following after the expression "the full names and addresses of the directors and secretary":
- "and, if the employer is a close corporation, the full names and addresses of the members and secretary,".
- (b) In subsection (1) (b), insert the expression "or close corporation" after the word "company", wherever it occurs.

Signed at Johannesburg, for and on behalf of the parties, this 21st day of April 1986.

C. J. M. PRINSLOO, Chairman.

B. NICHOLSON, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1744

22 Augustus 1986

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS EN METALLURGIESE NYWERHEID.—HERBEKRAGTIGING VAN HOOFOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking

No. R. 1744

22 August 1986

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, 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

het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1987 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (d), 2, 3 en 8 van Deel I, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1987 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

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

HOOFOOREENKOMS

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

Association of electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliances Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa

relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1987, 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) (d), 2, 3 and 8 of Part I, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1987, 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.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

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

MAIN AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association
Heavy Engineering Manufacturers' Association
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Light Engineering Industries Association of South Africa
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Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
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S.A. Agricultural and Irrigation Machinery Manufacturers' Association
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S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mynwerkersunie
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word—

- (a) In die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nederstelling van Walvisbaai;
 - (b) in die provinsies Transvaal en Natal deur die sektor van die Nywerheid by die installasie, herstel en versiening van Radio's, Koelkaste en Huishoudelike Elektriese Toestelle betrokke;
 - (c) in die landdrostsdistrikte Durban, Oos-Londen, Johannesburg, Pietersburg, Pinetown en Die Kaap deur die sektor van die Nywerheid by die Vervaardiging van Radio's betrokke;
 - (d) deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—
- (a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (b) die vervaardiging vir verkoop van standaard snelsnygereedskap gemaak van sneldraaistaal deur middel van installasies en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse in die landdrostsdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
 - (c) die vervaardiging van aluminiumplaat en/of -foelie en werksaamhede wat in verband daarmee staan;
 - (d) die installering en/of herstel en/of onderhoud van elektriese hysers en roltrappe;
 - (e) die produksie van yster en/of staal en/of ysterlegerings;
 - (f) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing van "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van hierdie Ooreenkoms in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (g) die vervaardiging van wolframkarbied (harde metaal);
 - (h) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, toestelle en apparaat, of dit van handfotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik in rekeningkundige en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
 - (i) die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
 - (j) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;
 - (k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëting en/of drukvormgiëting en/of warmers en/of masjinerie;
 - (l) die ondernemings van die firma Union Steel Corporation of South Africa (Pty) Limited, in die landdrostsdistrikte Vereeniging, Transvaal;
 - (m) die Slotmakerybedryf in die landdrostsdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
 - (n) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse in die landdrostsdistrikte Brits, Germiston, Kempton Park en Pretoria;

Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mineworkers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa excluding the port and settlement of Walvis Bay;
 - (b) in the Provinces of Transvaal and Natal by the sector of the Industry concerned with the installation, repair and servicing of Radios, Refrigerators and Domestic Electrical Appliances;
 - (c) in the magisterial districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the sector of the Industry concerned with Radio Manufacture;
 - (d) by all employers and employees being members of the employers' organisations and trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—
 - (a) installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (b) the manufacture for sale of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods, specifically adapted and/or designed for production by repetitive processes in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (c) the manufacture of aluminium sheet and/or foil and inter-related operations;
 - (d) the installation and/or repair and/or maintenance of electrical lifts and escalators;
 - (e) the production of iron and/or steel and/or ferro-alloys;
 - (f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of this Agreement in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (g) the manufacture of tungsten carbide (hard metal);
 - (h) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
 - (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;
 - (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal;
 - (m) the Locksmithing trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - (n) the production for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

- (o) die ondernemings van Alusaf (Pty) Ltd in die landdrostrik Lower Umfolozi;
- (p) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte nie swaarder as 2 108 mm nie van—
- (aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;
 - (ab) deksels vir bottels, flesses en ander houers;
 - (ac) gewone of gelitografeerde metaalspeelgoed;
 - (ad) gewone of gelitografeerde vertoonnette;
- (ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-yterhoudende metaalklompe. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.
- Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word;
- (q) die vervaardiging uit tinplaat van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.
- (3) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—
- (a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en
 - (b) kwekelinge wat opgelei word kragtens klousule 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.
- (4) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin gelys, is—
- (a) die bepalinge van die klousules aangaande Verlofsbesoldiging, Addisionele Verlofsbesoldiging en Verlofbonus in Deel I van hierdie Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk of meer is as dié wat in hierdie Ooreenkoms van tyd tot tyd voorgeskryf word vir Loon D werknemers hetsy weekliks of maandeliks besoldig, uitgesonderd betaling vir oortydwerk;
 - (b) geen persoon regstreeks werksaam in 'n vervaardigings- of produksieproses sal 'n loon ontvang minder as die loon soos in Deel II van hierdie Ooreenkoms van tyd tot tyd voorgeskryf vir 'n Loon I werknemer.

Vir die doeleindes van hierdie klousule sal "werksaam in 'n vervaardigings- of produksieproses" van toepassing wees op werknemers wie se loonskale nie in hierdie Ooreenkoms gelys word maar wie se aktiwiteite direk verwant staan aan die skepping van ingenieursgoedere of dienste soos in die toepassingsbestek van hierdie Ooreenkoms omskryf. Die bepalinge hiervan sal nie van toepassing wees op werk verrig deur administratiewe personeel en/of persone werksaam op nie-produktiewe werksaamhede.

(5) Die diensvoorwaardes van 'n wag word ooreenkomstig die bepalinge van hierdie Ooreenkoms gereël, behalwe ten opsigte van werkure, wat hoogstens 48 uur per week is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1987 of vir dié tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Die bepalinge vervat in klousules 8 (3) (e), 8*bis*, 23 (soos gewysig by klousule 8 hieronder) en 28 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, soos gewysig en herbekragtig by Goewermentskennisgewings R. 295 van 20 Februarie 1981, R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 922 van 11 Mei 1984, R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984, R. 222 van 8 Februarie 1985, R. 1577 van 19 Julie 1985 en R. 997 van 23 Mei 1986 (hierin na verwys as die "Vorige Ooreenkoms") is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge vervat in klousules 3 (soos gewysig by klousule 5 hieronder), 4, 5 (soos gewysig by klousule 6 hieronder), 6 tot 8 (3) (d), 8 (3) (f) tot 8 (4), 9 tot 14 (soos gewysig by klousule 7 hieronder), 14*bis* tot 22, 24 tot 27 en 29 tot 35 (soos gewysig by klousule 9 hieronder) en 36 van Deel I, en Deel II (soos gewysig by klousule 10 hieronder) van die Vorige Ooreenkoms en klousules 11 tot 13 hieronder is van toepassing op werkgewers en werknemers.

(o) the undertaking of Alusaf (Pty) Ltd in the Magisterial District of Lower Umfolozi;

- (p) (i) the manufacture by mass production methods from sheet-metal of a gauge not heavier than 2 108 mm of—
- (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any persons for the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;
- (ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.

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

- (q) the manufacture from tinplate not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
- (3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (4) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the sections relating to Leave Pay, Additional Leave Pay and Leave Bonus of Part I of this Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in this Agreement for Rate D employees whether paid weekly or monthly, but excluding payment for overtime;
 - (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

For the purpose of this section "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of this Agreement. This provision shall not apply to the work carried out by administrative personnel and/or those employees employed on non-production operations.

(5) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement except in respect of working hours, which shall be a maximum of 48 hours per week.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 June 1987 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in sections 8 (3) (e) 8*bis*, 23 (as amended by clause 8 hereunder) and 28 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, as amended and re-enacted by Government Notices R. 295 of 20 February 1981, R. 880 of 1 May 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 June 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983, R. 922 of 11 May 1984, R. 1329 of 29 June 1984, R. 2092 of 21 September 1984, R. 222 of 8 February 1985, R. 1577 of 19 July 1985 and R. 997 of 23 May 1986 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by clause 5 hereunder), 4, 5 (as amended by clause 6 hereunder), 6 to 8 (3) (d), 8 (3) (f) to 8 (4), 9 to 14 (as amended by clause 7 hereunder), 14*bis* to 22, 24 to 27 and 29 to 35 (as amended by clause 9 hereunder) and 36 of Part I, and Part II (as amended by clause 10 hereunder) of the Former Agreement and clauses 11 to 13 hereunder shall apply to employers and employees.

5. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing van "openbare vakansiedag" deur die volgende:

"'openbare vakansiedag' enige van die openbare vakansiedae soos gespesifiseer in die Wet op Openbare Feesdae, 1952 (Wet 5 van 1982);"

6. KLOUSULE 5.—OORTYDWERK EN BESOLDIGING VIR WERK OP SONDAE

In subklousules (5) en (6) vervang die uitdrukking "een en twee derde die uurloon" deur die uitdrukking "dubbel die uurloon" waar dit oral voorkom.

7. KLOUSULE 14.—VERLOFBONUS

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

(i)	Loon	Eerste verlosiklus	Tweede verlosiklus	Derde verlosiklus	Vierde of latere verlosiklus
		R	R	R	R
A en A1.....	544	612	748	816	
AA Eerste 6 maande	463	527	591	658	
Daarna	463	527	627	684	
AB	463	527	591	658	
B.....	463	527	591	658	
C.....	463	527	591	658	
D	461	526	589	655	
DD	311	355	422	461	
DDD	287	328	367	411	
E.....	251	282	345	376	
F.....	228	257	314	343	
G	214	241	295	322	
H en I	208	234	286	312	

(ii)	Bylae F loon kategorieë	Eerste verlosiklus	Tweede verlosiklus	Derde verlosiklus	Vierde of latere verlosiklus
		R	R	R	R
Z.....	544	612	748	816	
Y	463	527	591	658	
IX	434	492	550	608	
VIII	346	390	476	520	
VII	329	370	452	493	
VI	313	358	429	468	
V	294	331	404	441	
IV	287	327	380	414	
III.....	259	292	357	389	
II.....	243	274	335	365	
I.....	227	256	313	341	

5. SECTION 3.—DEFINITIONS

Substitute the following for the definition of "public holiday"—

"'public holiday' means any of the public holidays specified in the Public Holidays Act 1952 (Act 5 of 1982);"

6. SECTION 5.—OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

In subsections (5) and (6) substitute the expression "double the hourly rate" for the expression "one and two third times the hourly rate" wherever it occurs.

7. SECTION 14.—LEAVE BONUS

(1) Substitute the following for the tables in subsection:

(i)	A to I wage categories	First leave cycle R	Second leave cycle R	Third leave cycle R	Fourth or more leave cycle R
	A and A1	544	612	748	816
	AA First 6 months	463	527	591	658
	Thereafter	463	527	627	684
	AB	463	527	591	658
	B.....	463	527	591	658
	C.....	463	527	591	658
	D	461	526	589	655
	DD	311	355	422	461
	DDD	287	328	367	411
	E.....	251	282	345	376
	F.....	228	257	314	343
	G	214	241	295	322
	H and I.....	208	234	286	312

(ii)	Schedule F wage categories	First leave cycle R	Second leave cycle R	Third leave cycle R	Fourth or more leave cycle R
	Z.....	544	612	748	816
	Y	463	527	591	658
	IX	434	492	550	608
	VIII	346	390	476	520
	VII	329	370	452	493
	VI	313	358	429	468
	V	294	331	404	441
	IV	287	327	380	414
	III.....	259	292	357	389
	II.....	243	274	335	365
	I.....	227	256	313	341

(iii) Werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms voorgeskryf word vir Loon D-werknemers of wat besoldig word teen minstens R785,85 per maand, uitgesonderd betaling vir oortydwerk	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of latere verlofsiklus
Waar die werknemer se loonskaal 580,5 sent per uur nie oorskry nie	R 463	R 527	R 591	R 658
Waar die werknemer se loonskaal 581 sent per uur oorskry	612	680	748	816"

(2) In subklousule (2) (a), vervang die bestaande tabel deur die volgende:

	R
"Eerste verlofsiklus....."	212
Tweede verlofsiklus	257
Derde verlofsiklus	374
Vierde verlofsiklus	476"

(3) In subklousule (2) (b) vervang die bestaande tabel deur die volgende:

	"Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of latere verlofsiklus
	R	R	R	R
Tot en met 1 000 kg	234	263	322	531
Meer as 1 000 kg en tot en met 3 000 kg	242	273	333	364
Meer as 3 000 kg en tot en met 4 500 kg	289	325	398	434
Meer as 4 500 kg en tot en met 6 500 kg	361	361	429	468
Meer as 6 500 kg	362	362	436	476"

8. KLOUSULE 23.—INDIENSNEEMING VAN VAKVERENIGING-ARBEID

In subklousule (5), an die woorde "Bylae F", voeg die volgende in:

"of op die vervaardiging van radio's in Afdeling D/32 van hierdie Ooreenkoms".

9. KLOUSULE 35.—WERKSEKURITEIT

Voeg die volgende voorrede in voor subklousule (1):

"Vir die toepassing van hierdie klousule, nie-teenstaande die omskrywing van "werknemer" in klousule 3, sluit "werknemer" persone in wat werk, produksie of vervaardigings prosesse verrig wat nie in hierdie Ooreenkoms gelys is nie."

DEEL II

10. KLOUSULE 1.—LONE EN/OF VERDIENSTE

Vervang die bestaande subklousule (1) deur die volgende:

"(1) (a) 'n Werknemer wat op die datum van inwerkingtreëding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarvoor hy in diens geneem is, moet nog minstens as sodanige hoër loon ontvang terwyl hy by dieselfde werk-gewer in diens is en terwyl hy dieselfde werk of ander werk waarvoor 'n laer loon voorgeskryf word, verrig.

(b) 'n Werknemer wat op die datum van inwerkingtreëding van hierdie Ooreenkoms by 'n werk-gewer in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werk-gewer is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy

(iii) Employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement of Rate D employees or paid at a rate of not less than R785,85 per month excluding payment for overtime	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
	R	R	R	R
Where the employee's wage rate does not exceed 580,5 c.p.h.	463	527	591	658
Where the employee's wage rate exceeds 581 c.p.h.	612	680	748	816"

(2) Substitute the following for the existing table in subsection (2) (a):

	R
"First leave cycle....."	212
Second leave cycle	257
Third leave cycle	374
Fourth leave cycle	476"

(3) Substitute the following for the existing table in subsection (2) (b):

	"First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
	R	R	R	R
Up to 1 000 kg.....	234	263	322	351
Over 1 000 kg and up to 3 000 kg	242	273	333	364
Over 3 000 kg and up to 4 500 kg	289	325	398	434
Over 4 500 kg and up to 6 500 kg	361	361	429	468
Over 6 500 kg	362	362	436	476"

8. SECTION 23.—EMPLOYMENT OF TRADE UNION LABOUR

Insert the following in subsection (1), after the words "Schedule F":

"or to the manufacture of radios in Division D/32 of this Agreement".

9. SECTION 35.—SECURITY OF EMPLOYMENT

Insert the following preamble before subsection (1):

"For the purposes of this section, notwithstanding the definition of "employee" in section 3, "employee" shall include persons employed in operative, production or manufacturing processes not scheduled in this Agreement."

PART II

10. SECTION 1.—WAGES AND/OR EARNINGS

Substitute the following for subsection (1):

"(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(b) Every employer who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst 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 class of work in this Agreement, be paid not

onmiddellik voor genoemde datum ontvang het, plus, as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur c
Loon A en A1.....	60
Loon AA:	
Werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum	45
Daarna	48
Loon AB	46
Loon B	45
Loon C	44
Loon D	43
Loon DD	40
Loon DDD	37
Loon E	35
Loon F	34
Loon G	34
Lone H en I	32
Voertuie dryf:	
Binnervoer (d.w.s. wat nie op openbare paaie gedryf word nie):	
(a) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 500 kg	34
(b) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 3 500 kg en tot en met 13 600 kg	35
(c) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 13 600 kg	38
Buitevervoer:	
Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag tot en met die volgende perke te vervoer:	
Tot 1 000 kg	34
Meer as 1 000 kg tot en met 3 000 kg	35
Meer as 3 000 kg tot en met 4 500 kg	38
Meer as 4 500 kg tot en met 6 500 kg	40
Meer as 6 500 kg	41

BYLAEF

	Bedrag per uur c
Groep Z	60
Groep Y	45
Groep IX	45
Groep VIII	44
Groep VII	43
Groep VI	43
Groep V	41
Groep IV	39
Groep III	37
Groep II	36
Groep I	34

Met dien verstande dat—

- die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk, verminder kan word met die bedrag van 'n verhoging wat op of na 1 Julie 1986 aan sodanige werknemer toegestaan is;
- 'n werknemer wat na 1 Julie 1986 in diens geneem is teen 'n tarief van besoldiging van minstens die tarief vir besoldiging wat vir sy klas werk voorgeskryf is op die datum van inwerkingtreding van hierdie Ooreenkoms nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;
- geen werkgewer die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1986 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, mag verminder nie, en aan geen werknemer lone teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;
- vir die uitvoering van hierdie Ooreenkoms is die loon wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat 'aansporingsbonuswerk' ooreenkomstig klousule 10 van Deel I van die Vorige Ooreenkoms verrig.
- 'n werkgewer van voornemens om algemene verhogings aan alle werknemers van alle werknemers in 'n spesifieke kategorie werknemers toe te staan hoër as die gewaarborgde persoonlike minimum verhogings voorsien in hierdie Ooreenkoms, sal met die vakverenigings van wie die spesifieke betrokke werknemers lede is konsulteer.

Waar 'n werkgewer, na sodanige konsultasie, verhogings toestaan hoër dan dié voorsien in die Ooreenkoms, sal die Nywerheidsraad van sodanige verhogings verwittig word."

less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal minimum increase, an additional amount for his class of work, as follows:

Class of work	Amount per hour c
Rate A and A1	60
Rate AA:	
Employees in their first six months on continuous service on the above date	45
Thereafter	48
Rate AB	46
Rate B	45
Rate C	44
Rate D	43
Rate DD	40
Rate DDD	37
Rate E	35
Rate F	34
Rate G	33
Rates H and I	32

Vehicle driving:

Internal transport i.e. not driven on public roads):

- Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 500 kg
- Vehicles which would, if driven on public roads, require a heavy vehicle driving licence: Gross mass of vehicle over 3 500 kg and up to 13 600 kg
- Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence: Gross mass of vehicle over 13 600 kg

External transport:

Driving of any other vehicle authorised to carry a pay-load:

- Up to including 1 000 kg
- Over 1 000 kg and up to 3 000 kg
- Over 3 000 kg and up to 4 500 kg
- Over 4 500 kg and up to 6 500 kg
- Over 6 500 kg

SCHEDULE F

	Amount per hour c
Group Z	60
Group Y	45
Group IX	45
Group VIII	44
Group VII	43
Group VI	43
Group V	41
Group IV	39
Group III	37
Group II	36
Group I	34

Provided that—

- the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 1986;
- any employee who was engaged after 1 July 1986 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;
- no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1986 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- for the purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on 'Incentive Bonus Work' in terms of section 10 of Part I of the Former Agreement.
- an employer who intends to grant general increases to all employees or all employees in a particular category of employees in excess of the guaranteed personal minimum increases provided for in this Agreement, shall consult the trade unions of which the particular employees concerned are members.

Where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Industrial Council shall be notified of the increases granted."

(2) BYLAE G

Vervang die volgende Bylae G:

- (a) In item 155—die syfers "317" en "339" deur onderskeidelik die syfers "359" en "382".
- (b) In item 165—die syfers "210", "224" en "256" deur onderskeidelik die syfers "244", "259" en "294".
- (c) In item 166—die syfers "216", "224", "271", "293" en "298" deur onderskeidelik die syfers "250", "259", "309", "333" en "339".
- (d) In item 191 (a)—die syfers "378" en "383" deur onderskeidelik die syfers "423" en "428".
- (e) In item 191 (b)—die syfers "320" en "360" deur onderskeidelik die syfers "362" en "403".

(3) BYLAE D

- (a) In Afdeling D/4 vervang die syfers "205", "261", "312" en "331" deur onderskeidelik die syfers "238", "299", "354" en "375" in item 1.
- (b) In Afdeling D/12 onder die opskrif "Proeftydperke en lone daarvoor", vervang die syfer "305" deur die syfer "346" waar dit voorkom.
- (c) In Afdeling D/19—
 - (i) in item 32 vervang die syfers "439" en "466" deur onderskeidelik die syfers "487" en "518";
 - (ii) in items 34 en 35 vervang die syfer "194" deur die syfer "227".
- (d) In Afdeling D/22—
 - (i) in items 71 en 101 tot en met 105 vervang die syfer "328" deur die syfer "370";
 - (ii) in items 106 tot en met 198, vervang die syfer "250" deur die syfer "287";
 - (iii) in items 109 tot en met 121 vervang die syfer 198" deur die syfer "231";
 - (iv) in items 122 tot en met 133, vervang die syfer "191" deur die syfer "223".
- (e) In Afdeling D/23 onder die opskrif "Proeftydperke en lone daarvoor", vervang die syfers "205" en "188" deur onderskeidelik die syfers "238" en "220".
- (f) In Afdeling D/24 vervang die syfer "334" deur die syfer "376" in item 5.
- (g) In Afdeling E/2 vervang die syfers "384", "402", "415", "429", "447", "460", "472" en "487" in item 21.
- (h) In Bylae F—
 - (i) in Groep Z vervang die syfer "5,21" deur die syfer "5,81";
 - (ii) in Groep Y vervang die syfer "3,80" deur die syfer "4,25";
 - (iii) in Groep IX vervang die syfer "3,43" deur die syfer "3,89";
 - (iv) in Groep VI vervang die syfer "2,90" deur die syfer "3,33";
 - (v) in Groep V vervang die syfer "2,73" deur die syfer "3,14";
 - (vi) in Groep IV vervang die syfer "2,56" deur die syfer "2,95";
 - (vii) In Groep III vervang die syfer "2,40" deur die syfer "2,77";
 - (viii) in Groep II vervang die syfer "2,24" deur die syfer "2,60";
 - (ix) in Groep I vervang die syfer "2,09" deur die syfer "2,43".

(2) Voeg Groep VIII en Groep VII in tussen Groep IX en Groep VI, soos volg:

	Loon per uur
	R
Groep VIII	3,70
Groep VII	3,51"

(2) SCHEDULE G

In Schedule G substitute the following:

- (a) In Job 155—the figures "359" and "382" for the figures "317" and "339" respectively.
- (b) In Job 165—the figures "244", "259" and "294" for the figures "210", "224" and "256" respectively.
- (c) In Job 166—the figures "250", "259", "309", "333" and "339" for the figures "216", "224", "271", "293" and "298" respectively.
- (d) In Job 191 (a)—the figures "423" and "428" for the figures "378" and "383" respectively.
- (e) In Job 191 (b)—the figures "362" and "403" for the figures "320" and "360" respectively.

(3) SCHEDULE D

- (a) In Division D/4 substitute the figures "238", "299", "354" and "375" for the figures "205", "261", "312" and "331" respectively, in Job 1.
- (b) In Division D/12 substitute the figure "346" for the figure "305" where it appears under the heading 'Probationary periods and rates of pay therefor'.
- (c) In Division D/19—
 - (i) in Job 32 substitute the figures "487" and "518" for the figures "439" and "466" respectively;
 - (ii) in Jobs 34 and 35 substitute the figure "227" for the figure "194".
- (d) In Division D/22—
 - (i) in Jobs 71 and 101 to 105 inclusive, substitute the figure "370" for the figure "328";
 - (ii) in Jobs 106 to 108 inclusive, substitute the figure "287" for the figure "250";
 - (iii) in Jobs 109 to 121 inclusive, substitute the figure "231" for the figure "198";
 - (iv) in Jobs 122 to 133 inclusive, substitute the figure "223" for the figure "191";
- (e) In Division D/23 substitute the figures "238" and "220" for the figures "205" and "188" respectively under the heading 'Probationary periods and rates of pay therefor'.
- (f) In Division D/24 substitute the figure "376" for the figure "334" in Job 5.
- (g) In Division E/2 substitute the figures "429", "447", "460", "472" and "487" for the figures "384", "402", "415", "425" and "439" respectively in Job 21.
- (h) In Schedule F—
 - (i) in Group Z substitute the figure "5,81" for the figure "5,21";
 - (ii) in Group Y substitute the figure "4,25" for the figure "3,80";
 - (iii) in Group IX substitute the figure "3,89" for the figure "3,43";
 - (iv) in Group VI substitute the figure "3,33" for the figure "2,90";
 - (v) in Group V substitute the figure "3,14" for the figure "2,73";
 - (vi) in Group IV substitute the figure "2,95" for the figure "2,56";
 - (vii) in Group III substitute the figure "2,77" for the figure "2,40";
 - (viii) in Group II substitute the figure "2,60" for the figure "2,24";
 - (ix) in Group I substitute the figure "2,43" for the figure "2,09".

(2) Insert Group VIII and Group VII between Group IX and Group VI, as follows:

	Rate per hour
	R
Group VIII	3,70
Group VII	3,51".

11. BYLAE G

(1) In Bylae G, Loon A (n.e.v.) vervang die bestaande werksaamhede 1 tot 51 deur die volgende werksaamhede 1 tot 61:

"LOON A (n.e.v.):

1. Hoekyster- en plaatsmidwerk
2. Bou- en/of siermetaalwerk
3. Ankerwikkeling
4. Motorvoertuigmasjienering en paswerk
5. Grofsmidwerk
6. Messelwerk en/of messel met vuurvaste stene en/of klipmesselwerk
7. Timmerwerk en/of skrynwerk (uitgesonderd die bereiding van verpakkingsmiddels en ruwe kratwerk)
8. Staalkonstruksie-ketelmakerswerk
9. Staalkonstruksie-pypasserswerk
10. Boustaalwerk
11. Kopersmidwerk
12. Stempels en/of setmate en/of gereedskap en/of meters maak en/of herstel
13. Stempelsnywerk en/of graveerwerk
14. Dieselmonteerwerk
15. Werk van 'n werktuigkundige vir huishoudelike toestelle
16. Elektromonteerwerk
17. Elektriese onderhoudswerk en/of installering en/of herstelwerk
18. Elektrisiën se werk
19. Elektroplatering
20. Oprigting en/of montering (toesigwerk op perseel)
21. Elektronika-meganikus se werk
22. Pas- en draaiwerk
23. Paswerk (met inbegrip van masjinering)
24. Inspeksiewerk wanneer dit gedoen word deur inspekteurs met vakmansbevoegdheid
25. Instrumente maak en/of herstel
26. Instrumentmeganikus se werk (industriële instrumentasie en prosesbeheer)
27. Hyser- en/of roltrapwerktuigkundige se werk
28. Slotte maak
29. Masjiengereedskap opstel en/of gereedskap stel
30. Uitmerk en/of afmerk
31. Masjienmontering (elektro-meganies)
32. Motorvoertuie herstel
33. Gietsvorm- en/of kernmakery
34. Bediening van boog- en/of gassweismasjiene aan die drukhouers
35. Modelmakery
36. Platering en/of ketelmakery
37. Loodgieterswerk
38. Werk van 'n diensman vir radiokommunikasies
39. Radioherstellerswerk
40. Radio- en televisiemeganikus se werk
41. Radiotrisiën se werk
42. Verkoelingswerktuigkundige (kommersieel en industrieel)
43. Touwerk en/of splitslaswerk
44. Drukhouers klink en/of kalfater
45. Walsgereedskap- en patroonmakery
46. Walsdraaiwerk
47. Skale maak en/of herstel
48. Plaatmetaalwerk
49. Skeepsbouwerk en bootbou
50. Buite-/Binneboordenjwerktuigkundige
51. *Skeepsloodgieterswerk
- * Skeepsloodgieterswerk beteken werk op skepe vir alle sanitêre doeleindes en/of watervoorsiening en/of huishoudelike verwarmings-, was- of drinkdoeleindes
52. Letterskulderwerk
53. Telekommunikasie elektrisiën se werk
54. Telefoonkommunikasie-elektrisiën se werk
55. Patrone maak
56. Drukhouers toets
57. Draaiwerk (met inbegrip van masjinering)
58. Universele freeswerk en/of universele slypwerk en/of universele masjinering
59. Voertuigbakbou en/of -herstelwerk, saamgestel en/of metaal
60. Sweis en/of sweissoldeer
61. Houtmasjienwerk en/of houtwerk (uitgesonderd die bereiding van verpakkingsmiddels en ruwe kratwerk)

Loon per uur vir
werk ingedeel
onder Loon A
in Loontabel.

11. SCHEDULE G

(1) In Schedule G, Rate A (n.e.s.) substitute the following operations 1 to 61 for the existing operations 1 to 51:

"RATE A (n.e.s.)

1. Angle and plate smithing
2. Architectural and/or ornamental metal working
3. Armature winding
4. Automotive machining and fitting
5. Blacksmithing
6. Bricklaying and/or refractory bricklaying and/or masonry work
7. Carpentry and/or joinery (excluding the preparation of packaging and rough crating)
8. Constructional boilermaking
9. Constructional pipe fitting
10. Constructional steelworking
11. Copper smithing
12. Die and/or jig and/or tool and/or gauge making and/or repairing
13. Die-sinking and/or engraving
14. Diesel fitting
15. Domestic Appliance Mechanic's work
16. Electrical fitting
17. Electrical maintenance work and/or installation and/or repair work
18. Electrician's work
19. Electroplating
20. Erecting and/or assembling (supervisory work on site)
21. Electronics mechanic's work
22. Fitting and turning
23. Fitting (including machining)
24. Inspecting when performed by inspectors having journeyman qualifications
25. Instrument making and/or repairing
26. Instruments mechanic's work (industrial instrumentation and process control)
27. Lift and/or escalator mechanic's work
28. Locksmithing
29. Machine tool setting up and/or toolsetting
30. Marking out and/or marking off
31. Millwrighting (electro mechanical)
32. Motor vehicle repairing
33. Moulding and/or coremaking
34. Operating arc and/or gas welding machines on pressure vessels
35. Patternmaking
36. Plating and/or boilermaking
37. Plumbing
38. Radio communications serviceman's work
39. Radio repairer's work
40. Radio and television mechanic's work
41. Radiotrician's work
42. Refrigeration mechanic (commercial and industrial)
43. Rigging and/or splicing
44. Riveting and/or caulking pressure vessels
45. Roll tool and templet making
46. Roll turning
47. Scale making and/or repairing
48. Sheetmetal working
49. Shipwritting and boatbuilding
50. Outboard/Inboard Engine Mechanic
51. *Ship's plumbing
- * Ship's plumbing means work on ships for all sanitary purposes and/or water services and/or domestic heating, washing or drinking purposes
52. Signwriting
53. Telecommunications electrician's work
54. Telephone communications electrician's work
55. Templet making
56. Testing (pressure vessels)
57. Turning (including machining)
58. Universal milling and/or universal grinding and/or universal machining
59. Vehicle body building and/or repairing composite and/or metal
60. Welding and/or brazing
61. Woodmachining and/or woodworking (excluding the preparation of packaging and rough crating)

Rate per hour for
work classified
at Rate A in
Table of Wage
Rates.

(2) In Bylae G, Seksie (a)—Algemeen, skrap subklousule (ix) Indiënsneming van persone onder die leeftyd van 21 jaar op werk ingedeel onder Lone E tot en Met I.

(2) In Schedule G, Section (a)—General, delete subsection (ix) Employment of persons under 21 years of age on work classified at Rates E to I inclusive.

(3) In Bylae G, Seksie (a)—Algemeen, hernoem die bestaande subklousules (x) tot (xiii) as subklousules (ix) tot (xii).

(4) In Bylae G, voeg die volgende in as Seksie (i), na Seksie (h):

“Seksie (i): Afdeling Radio-, Verkoelings- en Huishoudelike Elektriese Toestelle (installering, herstel en versiening).

Die bepalings van hierdie seksie sal van toepassing wees in die Provinsies Transvaal en Natal op werkgewers en werknemers wat by die installering en/of herstel en/of versiening van radio's en/of verkoelings- en/of huishoudelike elektriese toestelle betrokke is.

Vir die toepassing van hierdie seksie beteken—

“werk van 'n werktuigkundige vir huishoudelike toestelle”, “werk van 'n radiokommunikasiediensman”, “radiotrisienswerk”, “werk van 'n koelkaswerktuigkundige”, een of meer van ondervermelde klasse werk:

Diagnosering van defekte in of toesighouding oor of uitvoering van herstel- of verstelwerk aan of diensing, oprigting en/of installering of toesighouding oor die oprigting en/of installering van stowe, koelkaste en huishoudelike elektriese toestelle, radio- en/of draadloostoestelle en elektriese klankreproduksieapparaat, en die uitvoering van finale toetse of die toesighouding oor sodanige werksaamhede, maar nie ook aansluiting (of ontkoppeling van) bestaande kontakpunte en/of die oprigting van radiolugrade of werk in verband met die vervaardiging van sodanige toestelle, apparaat en instrumente nie;

“huishoudelike elektriese toestel” enige toestel wat hoofsaaklik vir huishoudelike doeleindes bedoel is en wat deur elektrisiteit aangedryf word of elektrisiteit gebruik.

Loon A

1. Werk van 'n werktuigkundige vir huishoudelike toestelle
2. Werk van 'n diensman vir radiokommunikasies
3. Radioherstellerswerk
4. Werk van 'n koelkaswerktuigkundige (kommerisieel en industrieel)

Loon per uur vir werk ingedeel onder Loon A in Loontabel.

Loon AA

5. Werk van 'n werkwinkelassistent

Loon per uur vir werk ingedeel onder Loon AA in Loontabel.

Loon D

6. Installering van antennes op gebruiker se persele—

eerste ses maande ondervinding.. Loon DD
daarna..... Loon D

Loon per uur vir werk ingedeel onder Loon D in Loontabel.

Loon DD

7. Installering van tydelike openbare omroepstelsels, maar uitgesonderd finale toetsing, onder toesig van 'n Tarief A-werknemer
8. Werktuigkundige en elektrotegniese installering van radio's en soortgelyke uitrusting, uitgesonderd finale toetsing

Loon per uur vir werk ingedeel onder Loon DD in Loontabel.

Loon DDD

Die volgende werksaamhede, wanneer hulle verrig word in die werkwinkels van 'n bedryfsinrigting in verband met die herstel van verwarmings- en/of droogtoestelle en/of toestelle vir persoonsversorging met 'n las van hoogstens drie ampère, behalwe in die geval van huishoudelike verwarmingstoestelle met 'n las van hoogstens 15 ampère:

9. Herstel en/of vervanging van verwarmings-elemente aan toestelle
10. Herstel en/of vervanging van keramiek- of ander isoleerspasieerders en/of -vormers wat gebruik word vir verwarmings-elemente, insluitende die vassit daarvan
11. Herstel en/of hermontering van verwarmings-elementhouers
12. Verwydering en/of vervanging van motore van hoogstens 750 wat op las van 'n Tarief A-werknemer, uitgesonderd die finale toetsing...

Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.

Loon F

13. Uitmekaarhaal en skoonmaak van toestelle onder toesig van 'n Tarief A- of Tarief AA-werknemer
14. Verwydering uit en/of aanbring in kabinette van gemonteerde gramradio en/of radiomonteerplaat

Loon per uur vir werk ingedeel onder Loon F in Loontabel.

(3) In Schedule G, Section (a)—General, re-number the existing subsections (x) to (xiii) as subsections (ix) to (xii).

(4) In Schedule G, insert the following as Section (i) after Section (h):

“Section (i) Radio, Refrigeration and Domestic Electrical Appliances Section (installation, repair and servicing).

The provisions of this section shall be applicable throughout the Provinces of the Transvaal and Natal to employers and employees engaged in the installation and/or repair and/or servicing of radios and/or refrigeration and/or domestic electrical appliances.

For the purpose of this section—

“domestic appliance mechanic's work”, “radio communications serviceman's work”, “radiotrician's work”, “refrigerator mechanic's work”, means one or more of the following classes of work:

Diagnosing of faults in, or directing or executing repairs or adjustments to, or servicing, erecting and/or installing or supervising the erection and/or installation of ranges, refrigerators and domestic electrical appliances, radio and/or wireless instruments and electrical sound reproducing apparatus, and the carrying out of final tests or the supervision of such operations, but does not include connecting up to (or disconnecting from) existing outlets and/or the erection of radio aerials or work done in connection with the manufacture of such appliances, apparatus and instruments;

“domestic electrical appliance” means any appliance designed to be used mainly for domestic household purposes, and operating by or using electricity.

Rate A

1. Domestic appliance mechanic's work
2. Radio communications serviceman's work
3. Radio repairer's work
4. Refrigerator mechanic's work (Commercial and Industrial)

Rate per hour for work classified at Rate A in Table of Wage Rates.

Rate AA

5. Workshop assistant's work

Rate per hour for work classified at Rate AA in Table of Wage Rates.

Rate D

6. Installation of aerial on user's premises—
first six months of experience Rate DD
thereafter Rate D

Rate per hour for work classified at Rate D in Table of Wage Rates.

Rate DD

7. Installation of temporary public address systems but excluding final testing, under supervision of a Rate A employee
8. Mechanical and electrical installation of radios and similar equipment, excluding final testing

Rate per hour for work classified at Rate DD in Table of Wage Rates.

Rate DDD

The following operations, when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care appliances of a load not exceeding 5 amperes except in the case of domestic heating appliances where the load does not exceed 15 amperes:

9. Repair and/or replacement of heating elements on appliances
10. Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements including fixing
11. Repair and/or re-assembly of heating element containers
12. Removing and/or replacing of motors not exceeding 750 watts at the direction of a Rate A employee, excluding final testing

Rate per hour for work classified at Rate DDD in Table of Wage Rates.

Rate F

13. Stripping and cleaning of appliances under supervision of a Rate A or AA employees
14. Removal from and/or fitting into cabinets of assembled radiogram and/or radio chassis

Rate per hour for work classified at Rate F in Table of Wage Rates.

Loon G

15. Voorbereiding van draadpunte onder toesig....
16. Afskuur- en/of poleerwerk.....
17. Spuit van verf vir beskermingsdoeleindes.....
18. Hermontering van panele op kabinette en/of ander uiterlike omhulsels.....
19. Batterye insit in draagbare radio's, band-opnemer, grammafone en/of toestelle vir persoonsversorging, met inbegrip van die inprop van batteryverbindings.....

Loon per uur vir
werk ingedeel
onder Loon G
in Loontabel.

Loon H

20. Algemene arbeiderswerk, met inbegrip van die voorbereiding van oppervlakke vir verf- en/of soldeerwerk.....

Loon per uur vir
werk ingedeel
onder Loon H
in Loontabel.

Vir die toepassing van hierdie Seksie, beteken—

“ ‘werk van werkwinkelassistent’ roetienewerk in verband met die uitmekaarhaal van radio's en/of toestelle, vervanging van komponente wat uit voorrade geneem word en die aanbring van verstellings wat beperk is tot werk binne voorafbepaalde perke, met inbegrip van aanneemtoetsing, wat in die werkwinkel onderneem word.”

12. BYLA E D

Voeg die volgende in as Afdeling D/32:

“AFDELING D/32**AFDELING VIR DIE VERVAARDIGING VAN RADIO'S**

Van toepassing op die vervaardiging en/of montering van huishoudelike (d.w.s. motor-, huis- of draagbare) radio- en/of bandopnemer- en/of grammofoonuitrusting, met inbegrip van luidsprekers, tesame met komponente en/of oudio-uitrusting uitsluitlik vir gebruik by en met sodanige uitrusting gemaak deur die vervaardiger van genoemde uitrusting.

Loon A

1. Elektriese se werk.....
2. Radiotrisie se werk.....
3. Radio- en televisiemeganikus en/of ambagsman se werk.....

Loon per uur vir
werk ingedeel
onder Loon A
in Loontabel.

Loon AA

4. Regstreeks toesighouding oor Loon AA of Loon B werknemers.....
5. Opsporing van elektriese foute deur voorafbepaalde simptomeontleding met inbegrip van die herstel van sodanige foute deur soldering of vervanging van foutiewe komponente.....

Loon per uur vir
werk ingedeel
onder Loon AA
in Loontabel.

Loon B

6. Regstreeks toesighouding oor Loon C of laer kategorieë werknemers.....

Loon per uur vir
werk ingedeel
onder Loon B
in Loontabel.

Loon C

7. Aflosdienswerk vir Loon D tot Loon DDD werknemers.....

Loon per uur vir
werk ingedeel
onder Loon C
in Loontabel.

Loon D

8. Finale toetsing, elektriese toetsing en meganiese instelling van stroombane binne voorafbepaalde perke, insluitende onmiddellike regstelling van ooglopende foute.....

Loon per uur
werk ingedeel
onder Loon D
in Loontabel.

Loon DD

9. Regstelling en herstel van groot meganiese foute en defekte aan produkte.....

Loon per uur vir
werk ingedeel
onder Loon DD
in Loontabel.

Loon DDD

10. Bediening van alle soorte produksiemasjiene, insluitende die verstelling en vashegting van selfstandstempels.....
11. Elektriese toetsing, insluitende die gebruik van setmate en instrumente, van stroombane volgens voorafbepaalde perke, maar uitgesonderd herstelwerk.....
12. Aflosdienswerk verrig vir Loon E tot I werknemers.....

Loon per uur vir
werk ingedeel
onder Loon
DDD in Loontabel.

Rate G

15. Preparation of wire ends under supervision
16. Buffing and/or polishing.....
17. Spraying of paint for protective purposes.....
18. Re-assembly of panels onto cabinets and/or other outer casings.....
19. Inserting batteries in portable radios, tape-recorders, gramophones and/or personal care appliances, including plugging in the battery connections.....

Rate per hour for
work classified
at Rate G in
Table of Wage
Rates.

Rate H

20. General labouring, including preparing surfaces for painting and/or soldering.....

Rate per hour for
work classified
at Rate H in
Table of Wage
Rates.

For the purposes of this Section—

“ ‘Workshop assistant's work’ means routine stripping of radios and/or appliances, replacement of components taken from stock and fitting adjustments confined to working within predetermined limits, including acceptance testing, undertaken in the workshop.”

12. SCHEDULE D

Insert the following as Division D/32:

“DIVISION D/32**RADIO MANUFACTURING**

Applicable to the manufacture and/or assembly of domestic (i.e. car, or home, or portable) radio and/or tape recorder and/or gramophone equipment, including loudspeakers, together with components and/or audio equipment made solely for use in and with such equipment made by the manufacturer of that equipment.

Rate A

1. Electrician's work.....
2. Radiotrician's work.....
3. Radio and television mechanic's and/or artisan's work.....

Rate per hour for
work classified
at Rate A in
Table of Wage
Rates.

Rate AA

4. Direct supervision of Rate AA or Rate B employees.....
5. Location of electrical faults by pre-determined symptom analysis, including repair of such faults by soldering or replacement of faulty components.....

Rate per hour for
work classified
at Rate AA in
Table of Wage
Rates.

Rate B

6. Direct supervision of Rate C or lower-rated employees.....

Rate per hour for
work classified
at Rate B in
Table of Wage
Rates.

Rate C

7. Relief operating for Rates D to DDD employees.....

Rate per hour for
work classified
at Rate C in
Table of Wage
Rates.

Rate D

8. Final testing, electrical testing and mechanical alignment of circuits within pre-determined limits, including immediate rectification of obvious faults.....

Rate per hour for
work classified
at Rate D in
Table of Wage
Rates.

Rate DD

9. Rectification and repair of major mechanical faults and defects on products.....

Rate per hour for
work classified
at Rate DD in
Table of Wage
Rates.

Rate DDD

10. Operating all types of production machines, including adjustments and attachment of self-locating dies.....
11. Electrical testing, including the use of jigs and instruments, of circuits to pre-determined limits, but excluding repair work.....
12. Relief operating for Rates E to I employees....

Rate per hour for
work classified
at Rate DDD in
Table of Wage
Rates.

Loon E

13. Visuele ondersoek van produkte, met inbegrip van die opknapping van voë, afwerking van leidings, vervanging van foutiewe of beskadigde komponente en die regstelling van klein meganiese defekte
14. Monterings en/of vashegting en/of bedrading van komponente en/of bedrading (met voorbereide drade) volgens voorgeskrewe instruksies en/of patrone en/of model en/of monster, met inbegrip van handsoldeerwerk

Loon per uur vir
werk ingedeel
onder Loon E
in Loontabel.

Loon F

15. Bediening van alle soorte produksiemasjiene, uitgesonderd die verstelling en vashegting van selfstandstempels
16. Funksionele ondersoek van voorafgetoetse komponente en samestelle
17. Monterings en/of vashegting van onderstelle en/of subsamestelle en/of komponente en/of toebehore in kabinette of onderstelle
18. Invoeging van komponente in voorbereide gedruktebaanborde volgens voorgeskrewe instruksies en/of monster, met inbegrip van afwerking van leidings (uitgesonderd soldeerwerk)

Loon per uur vir
werk ingedeel
onder Loon F
in Loontabel.

Loon G

19. Lê en vasbind van kabelharnasse, insluitende die koppeling van afsluitpunte in omhulsels en/of vertinning deur indompeling

Loon per uur vir
werk ingedeel
onder Loon G
in Loontabel.

Loon H

20. Herhalingspuitverfwerk of—verfskermwerk...

Loon per uur vir
werk ingedeel
onder Loon H
in Loontabel.

Loon I

21. Skoonmaak en verpakking van produkte
22. Algemene arbeid

Loon per uur vir
werk ingedeel
onder Loon I
in Loontabel.

13. KLOUSULE 2.—LOONTABEL

Vervang die bestaande tabel deur die volgende:

"Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

	Loon per uur
	R
Loon A en A1	5,81
Loon AA—begin	4,58
Na ses maande ononderbroke diens by dieselfde werkgewer, met inbegrip van ononderbroke diens op die datum van inwerkingtrekking van hierdie Ooreenkoms	
	4,87
Loon AB	4,36
Loon B	4,25
Loon C	4,14
Loon D	4,03
Loon DD	3,28
Loon DDD	2,85
Loon E	2,68
Loon F	2,44
Loon G	2,29
Loon H	2,22
Loon I	2,22

Vakleerlinge

Eerste jaar	2,32
Tweede jaar	2,62
Derde jaar	3,20
Vierde jaar	5,23

Namens die partye op hede die 14de dag van Julie 1986 onderteken.

C. J. M. PRINSLOO,

Voorsitter.

B. NICHOLSON,

Ondervoorsitter.

A. O. DE JAGER,

Hoofsekretaris.

Rate E

13. Visual examination of products, including touching up of joints, cropping of leads, replacement of incorrect or damaged components and the rectification of minor mechanical defects
14. Assembling and/or fixing and/or wiring in of components and/or wiring (using prepared wires) to set instructions and/or figures and/or model and/or sample, including soldering by hand

Rate per hour for
work classified
at Rate E in
Table of Wage
Rates.

Rate F

15. Operating all types of production machines, excluding setting and attachment of self-locating dies
16. Functional checking of pre-tested components and assemblies
17. Mounting and/or connecting of chassis and/or sub-assemblies and/or components and/or fittings into cabinets or chassis
18. Inserting components into prepared printed circuit boards to set instructions and/or sample, including trimming of leads, but excluding soldering

Rate per hour for
work classified
at Rate F in
Table of Wage
Rates.

Rate G

19. Laying and binding of cable harnesses, including fitting terminations into housing and/or tinning by dipping

Rate per hour for
work classified
at Rate G in
Table of Wage
Rates.

Rate H

20. Repetitive spraying or screening of paint

Rate per hour for
work classified
at Rate H in
Table of Wage
Rates.

Rate I

21. Product cleaning and packing
22. General labouring

Rate per hour for
work classified
at Rate I in
Table of Wage
Rates.

13. SECTION 2.—TABLE OF WAGE RATES

Substitute the following for the existing table:

"Wage rates applicable throughout this Agreement (n.e.s.):

	Rate per hour R
Rates A and A1	5,81
Rate AA—start	4,58
After six months continuous employment with the same employer, inclusive of continuous employment on the date of coming into operation of this Agreement	
	4,87
Rate AB	4,36
Rate B	4,25
Rate C	4,14
Rate D	4,03
Rate DD	3,28
Rate DDD	2,85
Rate E	2,68
Rate F	2,44
Rate G	2,29
Rate H	2,22
Rate I	2,22

Apprentices

First year	2,32
Second year	2,62
Third year	3,20
Fourth year	5,23

Signed at Johannesburg for and on behalf of the parties this 14th day of July 1986.

C. J. M. PRINSLOO,

Chairman.

B. NICHOLSON,

Vice-Chairman.

A. O. DE JAGER,

General Secretary.

No. R. 1745

22 Augustus 1986

WET OP ARBEIDSVERHOUDINGE, 1956

BIOSKOOP EN SKOUBURGBEDRYF.—WYSIGING
VAN OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1987 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1987 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in pragraaf (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.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE BIOSKOOP- EN SKOUBURGBEDRYF VAN SUID-AFRIKA

OOREENKOMS

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

Employers' Association of the Cinematograph and Theatre Industry of South Africa

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

Cinema, Theatre and Video Union

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

wat die partye is by die Nywerheidsraad vir die Bioskoop- en Skouburgbedryf van Suid-Afrika,

om die Ooreenkoms, gepubliseer by Goewermenskennisgewing R. 546 van 18 Maart 1983, soos gewysig by Goewermenskennisgewings R. 598 van 30 Maart 1984 en R. 591 van 22 Maart 1985, te wysig.

DEEL I

1. GEBIED EN TOEPASSINGSBESTEK VAN DIE OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bioskoop- en Skouburgbedryf nagekom word—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;
- (b) in die volgende gebiede:

- (i) *Kaaprovinsie*.—In die landdrostrikte Albany, Bellville, in dié gedeelte van die landdrostrik Malmesbury wat voor die publikasie van Goewermenskennisgewing 171 van 8 Februarie 1957 binne die landdrostrik Bellville geval het, Caledon, Die Kaap, Goodwood, Hermanus, Kimberley, in dié gedeeltes van die landdrostrik Warrenton wat voor die publikasie van Goewermenskennisgewings 2259 van 22 Oktober 1948 en 1631 van 25 Oktober 1957 binne die landdrostrik Kimberley geval het, in dié gedeelte van die landdrostrik Herbert wat voor die publikasie van Goewermenskennisgewing 1631 van 25 Oktober 1957 binne die landdrostrik Kimberley geval het, King

No. R. 1745

22 August 1986

LABOUR RELATIONS ACT, 1956

CINEMATOGRAPH AND THEATRE INDUSTRY.—
AMENDMENT OF AGREEMENT

I, Pieter Theunis Christiaan du Plessis, 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 1987, 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 31 March 1987, 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.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

THE INDUSTRIAL COUNCIL OF THE CINEMATOGRAPH AND THEATRE INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

Employers' Association of the Cinematograph and Theatre Industry of South Africa

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

Cinema, Theatre and Video Union

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

being the parties to the Industrial Council of the Cinematograph and Theatre Industry of South Africa,

to amend the Agreement, published under Government Notice R. 546 of 18 March 1983, as amended by Government Notices R. 598 of 30 March 1984 and R. 591 of 22 March 1985.

PART I

1. AREA AND SCOPE OF APPLICATION OF THE AGREEMENT

(1) This Agreement shall be observed in the Cinematograph and Theatre Industry—

- (a) and by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
- (b) in the following areas:

- (i) *Cape Province*.—In the Magisterial Districts of Albany, Bellville, in that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial Districts of Bellville, Caledon, East London, Goodwood, Hermanus, Kimberley, in those portions of the Magisterial District of Warrenton which, prior to the publication of Government Notices 2259 of 22 October 1948 and 1631 of 25 October 1957, fell within the Magisterial District of Kimberley, in that portion of the Magisterial District of Herbert which, prior to the publication of Government Notice 1631 of 25 October 1957, fell within the Magisterial

William's Town (uitgesonderd dié gedeelte wat voor die publikasie van Goewermenskennisgewing 2551 van 16 November 1979 nie binne die landdrostrik King William's Town geval het nie), Kirkwood, Kuilsrivier, Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1974 van 26 September 1980 binne die landdrostrik Hankey geval het), in dié gedeelte van die landdrostrik Hankey wat voor die publikasie van Goewermenskennisgewing 1515 van 4 Oktober 1963 binne die landdrostrik Port Elizabeth geval het, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington, Worcester en Wynberg.

- (ii) *Natal*.—In die landdrostrikte Durban (uitgesonderd dié gedeelte wat voor die publikasie van Goewermenskennisgewing 1401 van 16 Augustus 1968 binne die landdrostrik Umlazi geval het), Pietermaritzburg, in dié gedeelte van die landdrostrik Pinetown wat voor die publikasie van Goewermenskennisgewing 188 van 17 Februarie 1967 binne die landdrostrik Durban geval het, en dié gedeeltes van die landdrostrik Chatsworth wat voor die publikasie van Goewermenskennisgewings 188 van 17 Februarie 1967 en 501 van 8 Maart 1985 binne die landdrostrik Durban geval het;
- (iii) *Oranje-Vrystaat*.—In die landdrostrikte Bethlehem, Bloemfontein (uitgesonderd dié gedeelte wat voor 1 Januarie 1972 (Goewermenskennisgewing 2076 van 19 November 1971) binne die landdrostrik Thaba Nchu geval het), Kroonstad, in dié gedeeltes van die landdrostrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermenskennisgewing 1106 van 26 Julie 1963 binne die landdrostrik Bloemfontein geval het en in dié gedeeltes van die landdrostrikte Koppies, Odendaalsrus en Hennenman wat voor die publikasie van onderskeidelik Goewermenskennisgewings 1469 van 12 Julie 1946, 2792 van 30 Desember 1949 en 790 van 30 Mei 1963 binne die landdrostrik Kroonstad geval het;
- (iv) *Transvaal*.—In die landdrostrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd dié gedeeltes van laasgenoemde twee landdrostrikte wat voor die publikasie van Goewermenskennisgewing 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (uitgesonderd dié gedeelte wat voor die publikasie van Goewermenskennisgewing 749 van 19 Mei 1961 binne die landdrostrik Randfontein geval het, maar nie die gedeelte wat voor die publikasie van Goewermenskennisgewing 2546 van 5 Desember 1947, soos gewysig by Goewermenskennisgewing 476 van 30 September 1966, binne die landdrostrik Krugersdorp geval het nie), Nigel (uitgesonderd dié gedeelte wat voor 1 Julie 1972 (Goewermenskennisgewing 871 van 26 Mei 1972) binne die landdrostrik Balfour geval het), Potchefstroom, Pretoria (uitgesonderd dié gedeelte wat voor die publikasie van Goewermenskennisgewing 91 van 11 Januarie 1946 binne die landdrostrik Bronkhorstspuit geval het), Randburg, Roodepoort, Springs, Wonderboom, in dié gedeeltes van die landdrostrikte Koster en Brits wat voor die publikasie van Goewermenskennisgewing 1105 van 26 Julie 1963 en voor 1 Junie 1972 (Goewermenskennisgewing 872 van 26 Mei 1972) binne die landdrostrik Krugersdorp geval het, in dié gedeeltes van die landdrostrikte Warmbad en Cullinan wat voor die publikasie van onderskeidelik Goewermenskennisgewings 1410 van 23 Junie 1950 en 970 van 30 Mei 1968 binne die landdrostrik Pretoria geval het, in dié gedeelte van die landdrostrik Brits wat voor 1 Junie 1972 (Goewermenskennisgewing 870 van 26 Mei 1972) binne die landdrostrik Pretoria geval het, in dié gedeeltes van die landdrostrikte Oberholzer, Randfontein en Westonaria wat voor die publikasie van onderskeidelik Goewermenskennisgewings 1717 van 14 Augustus 1953, 2546 van 5 Desember 1947 en 1745 van 1 September 1978 binne die landdrostrik Potchefstroom geval het en in dié gedeelte van die landdrostrik Westonaria wat voor die publikasie van Goewermenskennisgewing 1476 van 30 September 1966 binne die landdrostrik Roodepoort geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs aan toepassing op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) In subklousule (A) (2) (b) *Natal*, voeg die volgende uitdrukking by aan die einde van die subklousule:

“en daardie gedeeltes van die landdrostrik Chatsworth wat voor die publikasie van Goewermenskennisgewings 188 van 17 Februarie 1967 en 501 van 8 Maart 1985 binne die landdrostrik Durban geval het;”.

District of Kimberley, King William's Town (excluding that portion which, prior to the publication of Government Notice 2551 of 16 November 1979, did not fall within the Magisterial District of King William's Town, Kirkwood, Kuils River, Oudtshoorn, Paarl, Port Elizabeth (excluding that portion which, prior to the publication of Government Notice 1974 of 26 September 1980, fell within the Magisterial District of Hankey), in that portion of the Magisterial District of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, Queenstown, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage, Wellington, Worcester and Wynberg;

- (ii) *Natal*.—In the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pietermaritzburg, in that portion of the Magisterial District of Pinetown which, prior to the publication of Government Notice 188 of 17 February 1967, fell within the Magisterial District of Durban, and those portions of the Magisterial District of Chatsworth which, prior to the publication of Government Notices 188 of 17 February 1967 and 501 of 8 March 1985, fell within the Magisterial District of Durban;
- (iii) *Orange Free State*.—In the Magisterial Districts of Bethlehem, Bloemfontein [excluding that portion which, prior to 1 January 1972 (Government Notice 2076 of 19 November 1971), fell within the Magisterial District of Thaba Nchu], Kroonstad, in those portions of the Magisterial Districts of Jagersfontein and Petrusburg which, prior to the publication of Government Notice 1106 of 26 July 1963, fell within the Magisterial District of Bloemfontein and in those portions of the Magisterial Districts of Koppies, Odendaalsrus and Hennenman which, prior to the publication of Government Notices 1469 of 12 July 1946, 2792 of 30 December 1949 and 790 of 30 May 1963, respectively, fell within the Magisterial District of Kroonstad;
- (iv) *Transvaal*.—In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (excluding that portion which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein, but not any portion which, prior to the publication of Government Notice 2546 of 5 December 1947, as amended by Government Notice 476 of 30 September 1966, fell within the Magisterial District of Krugersdorp), Nigel [excluding that portion which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial District of Balfour], Potchefstroom, Pretoria (excluding that portion which, prior to the publication of Government Notice 91 of 11 January 1946, fell within the Magisterial District of Bronkhorstspuit), Randburg, Roodepoort, Springs, Wonderboom, in those portions of the Magisterial Districts of Koster and Brits which, prior to the publication of Government Notice 1105 of 26 July 1963 and prior to 1 June 1972 (Government Notice 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp, in those portions of the Magisterial Districts of Warmbaths and Cullinan which, prior to the publication of Government Notices 1410 of 23 June 1950 and 970 of 30 May 1968, respectively, fell within the Magisterial District of Pretoria, in that portion of the Magisterial District of Brits which, prior to 1 June 1972 (Government Notice 870 of 26 May 1972), fell within the Magisterial District of Pretoria, in those portions of the Magisterial Districts of Oberholzer, Randfontein and Westonaria which, prior to the publication of Government Notices 1717 of 14 August 1953, 2546 of 5 December 1947 and 1745 of 1 September 1978, respectively, fell within the Magisterial District of Potchefstroom and in that portion of the Magisterial District of Westonaria which, prior to the publication of Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Roodepoort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to the employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees.

2. CLAUSE 3.—DEFINITIONS

(1) In subclause (A) (2) (b) *Natal*, insert the following expression at the end of the subclause:

“and those portions of the Magisterial District of Chatsworth which, prior to the publication of Government Notice 501 of 8 March 1985, fell within the Magisterial District of Durban;”.

(2) In subklousule (A) (6), vervang die omskrywing "kassier" deur die volgende:

"'kassier' 'n werknemer, uitgesonderd 'n toonbankbediener en/of filmotekaris, wat die kontant vir die verkoop van kaartjies in ontvangs neem en wat sake hanteer wat regstreeks daarmee gepaard gaan;"

(3) In subklousule (A) (7), vervang die omskrywing "kassier-toesighouer" deur die volgende:

"'kassier-toesighouer' 'n werknemer, uitgesonderd 'n spysenieringstoesighouer en/of filmotekaris, wat hoofsaaklik die kontant vir die verkoop van kaartjies in ontvangs neem en wat sake hanteer wat regstreeks daarmee gepaard gaan en toesig hou oor personeel, uitgesonderd die spysenieringspersoneel of verkoopspersoneel;"

(4) in subklousule (A) (11) (d) in die derde reël van die Engelse teks, vervang die woord "users" deur die woord "ushers".

(5) In subklousule (A) (18), vervang die omskrywing "toonbankbediener" deur die volgende:

"'toonbankbediener' 'n werknemer, uitgesonderd 'n filmotekaris, wat by 'n toonbank in 'n bedryfsinrigting eetgoed en/of andere goedere verkoop;"

(6) In subklousule (A) (34), voeg die volgende nuwe subparagraaf (a) by:

"(34) (a) 'rolprentopnemer' 'n werknemer wat wat 'n meganiese en/of elektroniese masjien bedien om rolprente vanaf 'n oorspronklike rolprent te kopieër en/of te dupliseer en/of te reproduseer;"

(7) In subklousule (A) (39), vervang die omskrywing "voltydse werknemer" deur die volgende:

"(39) 'voltydse werknemer' 'n werknemer wat vir 'n vaste week- of maandloon werk op grondslag van 'n werkweek van 45 uur vir alle werknemers, behalwe 'n wag wat 72 uur per week moet werk;"

(8) In subklousule (A) (41) (h), in die omskrywing "werknemer graad 8", voeg die volgende item in voor die woord "Deurwag":

"Bioskoopassistent (uitgesonderd 'n bioskoopassistent by inrybioskope)"

(9) In subklousule (A) (41) (i), in die omskrywing "werknemer graad 9", voeg die item "rolprentopnemer" in tussen die items "besteller" en "rolprenthersteller".

(10) In subklousule (A) (41), vervang subparagraaf (j) deur die volgende:

"(41) (j) 'werknemer graad 10' 'n werknemer wat een of meer van die volgende beroepe beoefen:

Uitroeper;
algemene werker;
bioskoopassistent (slegs by inrybioskope);
verpakker-toedraaier;
vervanger;"

(11) In subklousule (A) (41) (k), vervang die omskrywing "werknemer graad 11" deur die volgende:

"(41) (k) 'werknemers graad 11' 'n werknemer wat as 'n wag diens doen;"

(12) Skrap die bestaande subklousule (A) (41) (l).

(13) In subklousule (A) (50), vervang die omskrywing "deeltydse werknemer" deur die volgende:

"(50) 'deeltydse werknemer' 'n werknemer wat as sodanig op 'n weeklikse of maandelikse grondslag hoogstens 12 gewone werkure per dag of 30 werkure per week in diens is;"

(14) Skrap subklousule (A) (84).

3. KLOUSULE 4.—LONE

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

"(1) (a) Behoudens paragraaf (b) is die minimum lone wat aan elke werknemer betaal en deur hom aanvaar moet word soos hieronder uiteengesit:

Uurliks, weekliks en/of maandeliks besoldigde werknemers:

(2) In subclause (A) (6), substitute the following for the definition of "cashier":

"'cashier' means an employee, other than a counterhand and/or film librarian, engaged in the taking of cash for the sale of tickets and who deals with matters directly incidental thereto;"

(3) In subclause (A) (7), substitute the following for the definition of "cashier supervisor":

"'cashier supervisor' means an employee, other than a catering supervisor and/or film librarian, engaged mainly in the taking of cash for the sale of tickets and dealing with matters directly incidental thereto and who supervises staff, other than catering or vending staff;"

(4) In subclause (A) (11) (d), in line 3, substitute the word "ushers" for the word "users".

(5) In subclause (A) (18), substitute the following for the definition of "counterhand":

"'counterhand' means an employee, other than a film librarian, who is engaged at a counter in an establishment selling edibles and/or other goods;"

(6) In subclause (A) (34), insert the following new subparagraph (a):

"(34) (a) 'film recorder' means an employee who operates a mechanical and/or electronic machine for the purpose of copying and/or duplicating and/or reproducing films from a master copy;"

(7) In subclause (A) (39) substitute the following for the definition "full-time employee":

"(39) 'full-time employee' means an employee who is engaged on a fixed weekly or monthly wage on the basis of a 45-hour working week for all employees, except a watchman who shall be on a 72-hour week"

(8) In subclause (A) (41) (h), in the definition "Grade 8 employee", insert the following item before "Doorman":

"'Cinema assistant' (excluding a cinema assistant employed in a drive-in);"

(9) In subclause (A) (41) (i), in the definition "Grade 9 employee", insert the item "film recorder" between the items "delivery employee" and "film repairer".

(10) In subclause (A) (41), substitute the following for subparagraph (j):

"(j) 'Grade 10 employee' means an employee engaged in one or more of the following occupations:

Caller;
general worker;
cinema assistant (employed in drive-ins only);
packer-wrapper;
puller;"

(11) In subclause (A) (41) (k), substitute the following for the definition "Grade 11 employee":

"'Grade 11 employee' means an employee employed as a watchman;"

(12) Delete the existing subclause (A) (41) (l).

(13) In subclause (A) (50), substitute the following for the definition "part-time employee":

"(50) 'part-time employee' means an employee who is employed as such on a weekly or monthly basis for not more than 12 ordinary hours on any day or 30 hours in any week;"

(14) Delete subclause (A) (84).

3. CLAUSE 4.—WAGES

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

"(1) (a) Subject to the provisions of paragraph (b), the minimum wages which shall be paid to and be accepted by every employee shall be as set out hereunder:

Hourly-, weekly- and/or monthly-paid employees:

LOONSTAAT

Werknemergrade	Minimum lone					
	Gebied A			Gebied B		
	Voltydse werknemers			Voltydse werknemers		
	Per uur	Per week	Per maand	Per uur	Per week	Per maand
<i>Werknemers graad 1</i>						
Rolprentmasjien- en -klanktegnikus (uitgesonderd 16 mm)						
Elektrisiën	2,71	121,95	528,41	2,51	112,95	489,41
Passer en draaier						

Werknemergrade	Minimum lone					
	Gebied A			Gebied B		
	Voltydse werknemers			Voltydse werknemers		
	Per uur	Per week	Per maand	Per uur	Per week	Per maand
	R	R	R	R	R	R
Plakkaatkunstenaar	2,71	121,95	528,41	2,51	112,95	489,41
Toneelrekwisietemaker						
Dekorkunstenaar						
Reisiger						
Stoffeerder						
Kostumier-toesighouer						
Verhoogmeganis						
<i>Werknemers graad 2</i>						
Kassier-toesighouer	2,42	108,90	471,86	2,11	94,95	411,42
Versender-toesighouer						
Magasynman-verkoper-toesighouer						
<i>Werknemers graad 3</i>						
Klerk/filmotekaris	2,06	92,70	401,67	1,64	73,80	319,78
Deurwag-portier						
<i>Werknemers graad 4</i>						
Kassier (uitgesonderd kassiers by inrybioskope in diens)	1,75	78,75	341,22	1,53	68,85	298,33
Spysenieringstoeshouer						
Rolprentmasjien- en -klanktegnikus—16 mm						
Versender						
Kleder/Kleedster						
Projekteerder—35 mm en hoër						
Toneelbaas						
Toneelingangwagter						
Verhoogelektrix						
Verhooghandlanger						
<i>Werknemers graad 5</i>						
<i>Kontinuïteitswerknemer</i>	1,47	66,15	286,63	1,29	58,05	251,53
Faktotum						
Rolprentfilmsamsteller						
<i>Werknemers graad 6</i>						
Drywer—						
1 300 kg en minder	1,12	50,40	218,38	0,98	44,10	191,09
1 301 kg—2 722 kg	1,20	54,00	233,98	1,16	52,20	226,18
meer as 2 722 kg	1,61	72,45	313,93	1,52	68,40	296,38
<i>Werknemers graad 7</i>						
Kassier (by inrybioskope in diens)	1,34	60,30	261,28	1,18	53,10	230,08
Elektrisiën se assistent						
Passer en draaier se assistent						
Gordyntrekman						
Stoffeerder se assistent						
Plekaanwyser-toesighouer						
Kostumier						
<i>Werknemers graad 8</i>						
Bioskoopassistent (uitgesonderd bioskoop-assistente by inrybioskope in diens)	1,12	50,40	218,38	0,98	44,10	191,09
Deurwag						
Projekteerder (16 mm en laer)						
Kwekeling-projekteerder						
Naaldwerkster						
Skyfiekunstenaar						
Magasynman-verkoper-assistent						
<i>Werknemers graad 9</i>						
Kleedkameropsigter	0,98	44,10	191,09	0,87	39,15	169,64
Toonbankbediener						
Besteller						
Rolprentopnemer						
Rolprenthersteller						
Leesstofverkoper						
Plakkaatkunstenaar se assistent						
Skyfiekunstenaar se assistent						
Plekaanwyser						
<i>Werknemer graad 10</i>						
Uitroeper	0,95	42,75	185,24	0,80	36,00	155,99
Bioskoopassistent (slegs by inrybioskope in diens)						
Algemene werker						
Verpakker-toedraaier						
Vervanger						
<i>Werknemer graad 11</i>						
Wag	0,64	46,08	199,66	0,52	37,44	162,23"
(72 gewone ure per week)						

WAGE SCHEDULE

Employee grades	Minimum wages					
	Area A			Area B		
	Full-time employees			Full-time employees		
	Per hour	Per week	Per month	Per hour	Per week	Per month
	R	R	R	R	R	R
<i>Grade 1 employees</i>						
Cinematograph machine and sound technician (other than 16 mm)						
Electrician						
Fitter and turner						
Poster artist						
Property maker	2,71	121,95	528,41	2,51	112,95	489,41
Scenic artist						
Traveller						
Upholsterer						
Wardrobe mistress supervisor						
Stage mechanist						
<i>Grade 2 employees</i>						
Cashier-supervisor						
Despatch-supervisor	2,42	108,90	471,86	2,11	94,95	411,42
Storeman-salesman-supervisor						
<i>Grade 3 employees</i>						
Clerk/film librarian						
Doorman-commissionaire	2,06	92,70	401,67	1,64	73,80	319,78
<i>Grade 4 employees</i>						
Cashier (excluding cashiers employed in drive-in cinemas)						
Catering supervisor						
Cinematograph machine and sound technician—16 mm						
Despatcher						
Dresser	1,75	78,75	341,22	1,53	68,85	298,33
Projectionist—35 mm and above						
Property master						
Stage doorkeeper						
Stage electrix						
Stage hand						
<i>Grade 5 employees</i>						
Continuity employee						
Handyman	1,47	66,15	286,63	1,29	58,05	251,53
Motion picture film editor						
<i>Grade 6 employees</i>						
Driver—						
1 300 kg and less	1,12	50,40	218,38	0,98	44,10	191,09
1 301 kg—2 722 kg	1,20	54,00	233,98	1,16	52,20	226,18
over 2 722 kg	1,61	72,45	313,93	1,52	68,40	296,38
<i>Grade 7 employees</i>						
Cashier (employed in drive-in cinemas)						
Electrician's assistant						
Fitter and turner's assistant						
Flyman	1,34	60,30	261,28	1,18	53,10	230,08
Upholsterer's assistant						
Usher supervisor						
Wardrobe mistress						
<i>Grade 8 employees</i>						
Cinema assistant (excluding of cinema assistants employed in drive-ins)						
Doorman						
Projectionist (16 mm and below)	1,12	50,40	218,38	0,98	44,10	191,09
Projectionist trainee						
Seamstress						
Slide artist						
Storeman-salesman assistant						
<i>Grade 9 employees</i>						
Cloakroom attendant						
Counterhand						
Delivery employee						
Film recorder						
Film repairer	0,98	44,10	191,09	0,87	39,15	169,64
Literature seller						
Poster artist's assistant						
Slide artist assistant						
Usher						
<i>Grade 10 employees</i>						
Caller						
Cinema assistant (employed in drive-ins only)						
General worker	0,95	42,75	185,24	0,80	36,00	155,99
Packer-wrapper						
Puller						
<i>Grade 11 employees</i>						
Watchman	0,64	46,08	199,66	0,52	37,44	162,23"
(72 ordinary hours per week)						

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

“(b) Geen werkgewer mag die loon verminder nie van ’n werknemer wat voor die datum waarop hierdie Ooreenkoms in werking tree of daarna ’n hoër loon betaal word as die minimum in hierdie Ooreenkoms voorgeskryf, solank hy voortgaan om in diens te bly van dieselfde werkgewer in dieselfde graad soos hierin omskryf. Met dien verstande dat dit nie van toepassing is nie—

- (i) in die geval van ’n werknemer wat ’n aanstelling tydelik beklee en later na sy vorige werk terugkeer;
- (ii) op ’n werknemer wat skriftelike instem om oorgeplaas te word na werk van ’n werknemersgraad wat vir ’n laer loon voorsiening maak.”

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

“(c) *Deeltydse werknemers.*—’n Deeltydse werknemer moet minstens twee derdes van die voorgeskrewe weekloon van ’n voltydse werknemer van dieselfde gebied en graad betaal word. Met dien verstande dat waar daar weens nood van hom vereis word om langer as 30 uur in ’n week te werk, daar vir alle ure bo 30, maar hoogstens 45, teen die gewone tarief betaal moet word.

Vir die toepassing van hierdie subklousule word die woord “nood” geag die gebeurlikheid in te sluit dat daar van ’n deeltydse werknemer vereis kan word om ’n voltydse werknemer af te los wat afwesig is weens nood of skielike siekte.”

(4) Voeg die volgende nuwe paragraaf (d) in:

“(d) *Los werknemers.*—’n Los werknemer moet vir elke dag of gedeelte van ’n dag waarop hy in diens is, minstens ’n vyfde van die voorgeskrewe weekloon betaal word wat voorgeskryf word vir ’n werknemer in dieselfde gebied wat dieselfde klas werk verrig as wat van die los werknemer vereis word. Met dien verstande dat waar die werkgewer van ’n los werknemer vereis om vir ’n tydperk van hoogstens vyf uur op ’n dag te werk, sy loon vir dié dag met hoogstens 50 persent verminder mag word. Voorts met dien verstande dat wanneer ’n los werknemer langer as nege uur op ’n dag werk, alle ure wat hy langer as nege uur gewerk het as oortyd geag moet word.”

(5) Vervang subklousule (2) (a) deur die volgende:

“(2) *Kontrakgrondslag.*—(a) Vir die toepassing van hierdie klousule moet die dienskontrak van ’n werknemer, uitgesonderd ’n los werknemer, op ’n weeklikse grondslag wees en behoudens klousules 6 (1) en 5 (6) moet ’n werknemer vir ’n week besoldig word teen minstens die weekloon voorgeskryf in subklousule (1), gelees saam met die omskrywing “loon” in klousule 3 en met subklousule (3) van hierdie klousule vir ’n werknemer in sy klas in die gebied waarin hy werksaam is, ongeag of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 6 op hom van toepassing is, gewerk het of nie.”

(6) Voeg die volgende voorbehoudsbepaling in aan die einde van subklousule (3):

“Voorts met dien verstande dat wanneer ’n werknemer langer as vyf uur in die hoër graad op ’n dag werk, hy teen die hoër minimum uurloon betaal moet word vir al die ure op dié dag gewerk.”

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

“(5) *Loonberekening.*—(a) Die uurloon van ’n werknemer, uitgesonderd ’n los werknemer, is sy weekloon, gedeel deur die getal gewone werkure wat vir dié werknemer in ’n week voorgeskryf word.

(b) Die dagloon van ’n werknemer, uitgesonderd ’n los werknemer is sy weekloon, gedeel deur die getal dae wat dié werknemer gewoonlik werk.

(c) Die weekloon van ’n werknemer is sy maandloon, gedeel deur vier en ’n derde.

(d) Die maandloon van ’n werknemer is sy weekloon, maal vier en ’n derde.”

4. KLOUSULE 5.—BETALING VAN BESOLDIGING

(1) In subklousule (1) (a), skrap die woorde “*Werknemers, uitgesonderd los werknemers*”.

(2) In die voorbehoudsbepaling van subklousule (1) (b), vervang die uitdrukking “werknemers wat gereeld besoldig van R14 400 per jaar ontvang” deur die uitdrukking “’n werknemer wat gereeld ’n loon ontvang gelyk aan minstens die bedrag uiteengesit in Regulasie 2 (1) van die regulasies kragtens die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig, asook van ’n reisiger.”

5. KLOUSULE 6.—GEWONE WERKURE

Vervang klousule 6 deur die volgende:

“6. GEWONE WERKURE

(1) *Gewone werkure.*—’n Werkgewer mag nie van ’n werknemer vereis of hom toelaat om meer gewone werkure werk van Maandag tot Saterdag te werk nie [behalwe soos in klousule 9 (1) (d) bepaal] as, in die geval van—

- (a) ’n wag,
- (i) 72 uur in ’n week; en
- (ii) behoudens subparagraaf (i), 12 op ’n dag;

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

“(b) No employer shall reduce the wages of an employee who, prior to the date on which this Agreement comes into force or thereafter, is paid a wage higher than the minimum prescribed in this Agreement, as long as he continues to be employed by the same employer in the same grade as defined herein: Provided that this shall not apply—

- (i) in the case of an employee holding a temporary appointment reverting to his former employment;
- (ii) to the employee who agrees in writing to transfer to an employee grade of work which provides for a lower wage.”

(3) Substitute the following for subclause (1) (c):

“(c) *Part-time employees.*—A part-time employee shall be paid not less than two thirds of the weekly wages prescribed for a full-time employee in the same area and grade: Provided that where he is required on account of emergency to work in excess of 30 hours in a week, all hours in excess of 30, but not more than 45, shall be paid at his ordinary rate of remuneration.

For the purposes of this subclause, the word “emergency” shall be deemed to include the eventuality when a part-time employee is called upon to relieve a full-time employee who is absent due to an emergency or sudden illness.”

(4) Insert the following new paragraph (d):

“(d) *Casual employees.*—A casual employee shall, in respect of every day, or part of a day, for which he is employed, be paid not less than one fifth of the weekly wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do. Provided that where the employer requires a casual employee to work for a period of not more than five hours on any day, his wage may be reduced by not more than 50 per cent in respect of that day: Provided further that where a casual employee works more than nine hours on any day, all hours worked in excess of nine hours shall be deemed to be overtime.”

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

(2) *Basis of contract.*—(a) For the purposes of this clause, the contract of employment of an employee, other than a casual employee, shall be on a weekly basis and, save as provided in clauses 6 (1) and 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), as read with the definition of “wage” in clause 3 and with subclause (3) of this clause, for an employee in his class in the area in which he works, irrespective of whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6.”

(6) Insert the following proviso at the end of subclause (3): “Provided further that where an employee works longer than five hours in the higher grade on any such day, he shall be paid at the higher minimum hourly rate for the total hours worked on that day.”

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

“(5) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of days ordinarily worked by such employee.

(c) The weekly wage of an employee shall be his monthly wage, divided by four and a third.

(d) The monthly wage of an employee shall be his weekly wage, multiplied by four and a third.”

4. CLAUSE 5.—PAYMENT OF REMUNERATION

(1) In subclause (1) (a), delete the words “*Employees other than casual employees*”.

(2) In the proviso to subclause (1) (b), substitute the expression “an employee who is in receipt of a regular wage of not less than the amount specified in Regulation 2 (1) of the Regulations to the Basic Conditions of Employment Act, 1983, as amended from time to time, nor in the case of a traveller” for the expression “employees whose regular rate of remuneration is R14 400 or more per annum.”

5. CLAUSE 6.—ORDINARY HOURS OF WORK

Substitute the following for clause 6:

“6. ORDINARY HOURS OF WORK

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours of work from Monday to Saturday [except as provided for in clause 9 (1) (d),] than, in the case of—

- (a) a watchman,
- (i) 72 in any week; and
- (ii) subject to subparagraph (i), 12 on any day;

(b) 'n deeltydse werknemer—

- (i) 30 in 'n week; en
- (ii) 12 op 'n dag;

Met dien verstande dat waar daar in 'n noodgeval van hom, vereis word om meer as 30 uur maar hoogstens 45 uur te werk, sodanige ure as gewone werkure geag moet word;

(c) 'n los werknemer, nege uur op 'n dag;

(d) all ander werknemers—

- (i) 45 in 'n week,
- (ii) 12 op 'n dag;

Voorts met dien verstande dat wanneer 'n openbare vakansiedag of -dae voorkom waarop die bedryfsinrigting gesluit is of waarop 'n werknemer ooreenkomstig klousule 9 (1) (a) (ii) op 'n diensvrye dag geregtig is, die gewone weeklikse ure verminder moet word met die getal ure wat die werknemer op sodanige dag of dae sou gewerk het;

(2) *Werkdagindeling*.—Die gewone werkure van 'n werknemer moet versprei word oor hoogstens 14 uur op 'n bepaalde dag vanaf die aanvangstyd van die werk.

(3) Hierdie klousule is nie van toepassing op 'n werknemer wat gereeld 'n loon ontvang van minstens die bedrag uiteengesit in Regulasie 2 (1) van die Regulasies kragtens die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig, en ook nie op 'n reisiger nie."

6. KLOUSULE 7.—OORTYDWERK

Vervang subklousule (2) deur die volgende:

"(2) *Betaling vir oortydwerk*.—Wanneer 'n werknemer—

(a) langer werk as die daaglikse werkdagindeling van 14 uur; of

(b) langer werk as die voorgeskrewe gewone werkure soos in klousule 6 (1) uiteengesit—

moet hy oortyd betaal word teen 'n tarief van—

- (i) een en 'n derde maal sy gewone loon vir die eerste 10 uur aldus gewerk, en
- (ii) een en 'n half maal sy gewone loon vir oortyd bo en behalwe die eerste 10 uur in subparagraaf (i) bedoel.

(3) Hierdie klousule is nie van toepassing op 'n werknemer wat gereeld 'n loon ontvang van minstens die bedrag uiteengesit in Regulasie 2 (1) van die Regulasies kragtens die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig, en ook nie op 'n reisiger nie."

7. KLOUSULE 8.—POUSE

In subklousule (1), voeg die volgende verdere voorbehoudsbepaling by:

"Voorts met dien verstande dat wanneer 'n werknemer nie die perseel mag verlaat nie en/of daar van hom vereis word om gedurende die etenspouse te werk, die tyd geag moet word oortyd te wees en daarvoor ooreenkomstig klousule 7 hiervan betaal moet word."

8. KLOUSULE 9.—SONDAE, OPENBARE VAKANSIEDAE EN MIDDERNAGVERTONINGS

Vervang klousule 9 deur die volgende:

"9. *SONDAE, OPENBARE VAKANSIEDAE EN MIDDERNAGVERTONINGS*

(1) *Werk op Sondag*.—Wanneer 'n werknemer op 'n Sondag werk, moet die werkgever hom dubbel sy gewone uurloon betaal vir al die ure aldus gewerk;

Met dien verstande dat indien van sodanige werknemer vereis of hy toegelaat word om minder as drie uur op sodanige dag te werk, hy geag moet word drie ure te gewerk het.

(2) *Openbare vakansiedae*.—(a) 'n Werknemer moet op 'n statutêre openbare vakansiedag werk as die werkgever dit van hom vereis.

(b) Wanneer 'n werknemer op 'n statutêre openbare vakansiedag moet werk of op gereedheidsdiens is of uitgeroep kan word, moet hy óf—

- (i) dubbel sy uurloon betaal word vir die getal ure gewerk, met 'n minimum van drie uur; óf
- (ii) in plaas van dubbel betaal te word ingevolge subparagraaf (i) hierbo, een bykomende dag jaarlikse verlof toegestaan word vir elke sodanige openbare vakansiedag gewerk en sy gewone besoldiging betaal word vir sodanige dag wat hy gewerk het.

(c) Indien 'n werknemer op 'n openbare vakansiedag en/of op die dag voor of die dag na sodanige openbare vakansiedag sonder 'n regsgeldige rede afwesig is, is hy nie geregtig op betaling vir sodanige openbare vakansiedag nie.

(d) Wanneer daar nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hy nie toegelaat word om op 'n statutêre openbare vakansiedag te werk nie, moet die werkgever hom vir daardie dag minstens sy gewone dagloon betaal vir die ure wat hy normaalweg op dié dag sou gewerk het indien dié dag nie 'n openbare vakansiedag was nie.

(b) a part-time employee—

- (i) 30 in any week; and
- (ii) 12 on any day;

Provided that where he is required, in a case of emergency, to work more than 30 hours but not more than 45 hours, such hours shall be deemed to be ordinary hours;

(c) a casual employee, nine on any day;

(d) all other employees—

- (i) 45 in any week;
- (ii) 12 on any day;

Provided further that when a closed public holiday or holidays occur or an employee is entitled to a day off in terms of clause 9 (1) (a) (ii), the ordinary weekly hours shall be reduced by the number of hours that the employee would have worked on such a day or days.

(2) *Spreadover*.—The ordinary hours of work of any employee shall be spread over not more than 14 hours on any one day from the time of commencement of work.

(3) The provisions of this clause shall not apply to an employee who is in receipt of a regular wage at a rate of not less than the amount specified in Regulation 2 (1) of the Regulations to the Basic Conditions of Employment Act, 1983, as amended from time to time, nor to a traveller."

6. CLAUSE 7.—OVERTIME

Substitute the following for subclause (2):

"(2) *Payment for overtime*.—Where an employee—

(a) exceeds the daily spreadover of 14 hours; or

(b) works in excess of the ordinary hours prescribed in clause 6 (1);

he shall be paid overtime at a rate of—

- (i) one and a third times his ordinary wage for the first 10 hours so worked; and
- (ii) one and a half times his ordinary wage for overtime in addition to the first 10 hours referred to in subparagraph (i).

(3) The provisions of this clause shall not apply to an employee who is in receipt of a regular wage of not less than the amount specified in Regulation 2 (1) of the Regulations promulgated under the Basic Conditions of Employment Act, 1983, as amended from time to time, nor to a traveller."

7. CLAUSE 8.—INTERVALS

In subclause (1), insert the following further proviso:

"Provided further that where an employee is unable to leave the premises and/or is required to work during his lunch break, such time shall be deemed to be overtime and be paid for accordingly in terms of clause 7 hereof."

8. CLAUSE 9.—SUNDAYS, PUBLIC HOLIDAYS AND MIDNIGHT SHOWS

Substitute the following for clause 9:

"9. *SUNDAYS, PUBLIC HOLIDAYS AND MIDNIGHT SHOWS*

(1) *Sunday work*.—whenever an employee works on a Sunday, his employer shall pay him double his ordinary hourly rate for all hours so worked: Provided that where such an employee is required or permitted to work for less than three hours on such day, he shall be deemed to have worked for three hours.

(2) *Public holidays*.—(a) An employee, if so required by the employer, shall work on any statutory public holiday.

(b) When an employee is called upon to work, or is on stand-by duty or on call on a statutory public holiday, he shall either—

- (i) be paid double his hourly rate in respect of the number of hours worked, with a minimum of three hours; or
- (ii) in lieu of being paid in terms of subparagraph (i) above, be granted one additional day's annual leave for each such public holiday worked, and be paid his normal rate of pay for such day worked.

(c) Where an employee is absent without reason recognised by law as sufficient on a public holiday and/or on the day preceding or the day following such public holiday, he shall not be entitled to payment for such public holiday.

(d) When an employee, other than a casual employee, is not required or permitted to work on a statutory public holiday, the employer shall pay him for that day not less than his ordinary daily wage for the hours that he would normally have worked on that day had such day not been a public holiday.

(3) *Midnagvertonings.*—'n Werknemer wat gedurende 'n middnagvertoning werk wat 'n addisionele vertoning is bo en behalwe die gewone vertonings van die bedryfsinrigting moet dubbel sy gewone uurloon betaal word vir alle tyd gewerk, behoudens 'n minimum van drie uur se besoldiging: Met dien verstande dat hierdie subklousule nie van toepassing is op werknemers wie se gewone werke voor 'n statutêre openbare vakansiedag begin en tot in die statutêre openbare vakansiedag voortduur nie.

(4) *Voorbehoudsbepaling.*—Hierdie klousule is nie van toepassing op 'n reisiger, 'n los werknemer of 'n wag nie, en ook nie op 'n werknemer wat gereeld 'n loon ontvang van minstens die bedrag uiteengesit in Regulasie 2 (1) van die Regulasies kragtens die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig nie."

9. KLOUSULE 13.—DIENSBEÏNDIGING

Vervang subklousule (1) (f) (iv) (ac) deur die volgende:

"(ac) die reg van die werkgewer om 'n werknemer se dienskontrak sonder kennisgewing te beëindig indien die werknemer drie werkdag of langer sonder 'n redelike verskoning van die werk weggebly het."

10. KLOUSULE 15.—REGISTERS

Vervang subklousule 3 deur die volgende:

"(3) Subklousule (2) is nie van toepassing op 'n werknemer wat gereeld 'n loon ontvang van minstens die bedrag uiteengesit in Regulasie 2 (1) van die Regulasies kragtens die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig, en ook nie op 'n reisiger nie."

11. KLOUSULE 24.—UITGAWES VAN DIE RAAD

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

Ten einde die uitgawes van die Raad te dek, moet elke werkgewer van die loon van elke werknemer die volgende bedrag aftrek;

- (a) 5c vir elke dag wat 'n los werknemer gewerk het; en
- (b) 75c per maand van alle ander werknemers vir elke maand of in sy diens, ongeag die getal dae wat 'n werknemer in die maand gewerk het."

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

"(2) Elke werkgewer moet tot die fondse elke maand soos volg van die Raad bydrae:

- (a) 'n Bedrag gelyk as dié wat afgetrek is van die werknemers soos uiteengesit in subklousule (1); en
- (b) 'n bedrag van R3,00 ten opsigte van elke bedryfsinrigting vir elke maand waartydens aftrekkings gemaak is, gemaak moes word ingevolge subklousule (1).

Hierdie bedrag moet inbetaal word deur die werkgewer en nie deur die werknemers nie."

12. KLOUSULE 26.—AANSTELLINGSBRIEF

Voeg die volgende voorbehoudsbepaling by:

"Met dien verstande dat wanneer 'n werkgewer versuim om aan 'n werknemer 'n aanstellingsbrief te verskaf, die loon wat hy ontvang geag moet word sy basiese loon te wees, uitgesonderd betaling vir oortydwerk, Sondagtyd en werk op openbare vakansiedae."

13. AANHANGSEL D

Vervang die bestaande Aanhangsel D deur die volgende Aanhangsel D:

Namens die partye op hede die 27ste dag van Maart 1986 te Johannesburg onderteken.

G. CARBIS,

Voorsitter van die Raad.

E. SIEW,

Ondervoorsitter van die Raad.

H. COHN,

Sekretaris van die Raad.

(3) *Midnight Shows.*—An employee who works at a midnight show which is an additional performance over and above the normal performances of the establishment shall be paid double his ordinary hourly rate of pay for all time worked, subject to a minimum of three hours' pay: Provided that the provisions of this subclause shall not apply to employees whose normal hours of work commence before and extend into a statutory public holiday.

(4) *Savings.*—The provisions of this clause shall not apply to travellers, casual employees or to watchmen, nor to an employee who is in receipt of a regular wage of not less than the amount specified in Regulation 2 (1) of the Regulations promulgated under the Basic Conditions of Employment Act, 1983, as amended from time to time."

9. CLAUSE 13.—TERMINATION OF EMPLOYMENT

Substitute the following for subclause (1) (f) (iv) (ac):

"(iv) the right of the employer to terminate the contract of an employee without notice if the employee has absented himself for three workdays or longer without a reasonable excuse."

10. CLAUSE 15.—RECORDS

Substitute the following for subclause 3:

"(3) The provisions of subclause (2) shall not apply to an employee who is in receipt of a regular wage of not less than the amount specified in Regulation 2 (1) of the Regulations in terms of the Basic Conditions of Employment Act, 1983, as amended from time to time, nor to a traveller."

11. CLAUSE 24.—EXPENSES OF THE COUNCIL

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

"(1) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each employee—

- (a) 5c in respect of each day worked in the case of a casual employee; and
- (b) 75c per month in the case of all other employees in employment, irrespective of the number of days worked by an employee in any month."

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

"(2) Every employer shall contribute to the funds of the Council each month as follows:

- (a) An amount equal to that deducted from the employees as prescribed in subclause (1); and
 - (b) an amount of R3,00 in respect of each establishment for every month during which conditions deductions were made, or were required to be made in terms of subclause (1).
- This amount shall be contributed by the employer and not by employees."

12. CLAUSE 26.—LETTER OF APPOINTMENT

Insert the following proviso:

"Provided that where an employer fails to provide an employee with a letter of appointment, the wage paid to the employee shall be deemed to be his basic wage, excluding overtime, Sunday time and/or payment for work on a public holiday."

13. ANNEXURE D

Substitute the following Annexure D for the existing Annexure D:

Signed at Johannesburg, on behalf of the parties, this 27th day of March 1986.

G. CARBIS,

Chairman of the Council.

E. SIEW,

Vice-Chairman of the Council.

H. COHN,

Secretary of the Council.

THE INDUSTRIAL COUNCIL OF THE CINEMATOGRAHP AND THEATRE INDUSTRY OF SOUTH AFRICA
MONTHLY RETURN OF EMPLOYEE'S

P.O. Box 6649
Johannesburg 2000
Telephone 337-8541/2

329-336 Africa House
Cor Rissik and Kerk Streets
Johannesburg

[illegible]

All relevant columns must be completed every month

No. R. 1753

22 Augustus 1986

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en (3), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)

OOREENKOMS

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

Master Builders' and Allied Trades Association (Cape Peninsula)

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid 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 "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie),

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 849 van 19 April 1985, soos gewysig by Goewermentskennisgewing R. 334 van 28 Februarie 1986, te wysig.

HOOFSTUK I

1. TOEPASSINGSBESTEK

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

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

No. R. 1753

22 August 1986

LABOUR RELATIONS ACT, 1956

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

I, Pieter Theunis Christiaan du Plessis, 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 1989, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1989, 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.

P. T. C. DU PLESSIS,
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 (Cape Peninsula)

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 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),

to amend the Agreement published under Government Notice R. 849 of 19 April 1985, as amended by Government Notice R. 334 of 28 February 1986.

CHAPTER I

1. SCOPE OF APPLICATION

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

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

(b) in die landdrostdistrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermenskennisgewing 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrostdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermenskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het en in daardie gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermenskennisgewing 661 van 19 April 1974 binne die landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermenskennisgewing 283 van 2 Maart 1962) binne die landdrostdistrik Bellville geval het.

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

- (a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;
- (b) van toepassing op kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie Wet of met voorwaardes wat daarkragtens gestel is nie;
- (c) van toepassing op "slegs-arbeid"-kontraakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

(3) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—

- (a) nie van toepassing op klerke en administratiewe personeel nie;
- (b) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en op konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

2. KLOUSULE 16.—LONE—BASIES

Vervang subklousule (1) deur die volgende:

"Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

Werknemer-kategorie	Minimum loon per uur
	c
(a) Algemene werkers	163
Met dien verstande dat werknemers wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer R5 per week ekstra betaal moet word.	
(b) Skoonmakers	114
(c) Plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers en leerling-masjienbedieners gedurende die eerste jaar van leerlingenskap	194
(d) Waterdigtingspanleiers, skrynwermonteurs, leerling-masjienbedieners gedurende die tweede jaar leerlingenskap en leerling-bloklêers gedurende die jaar leerlingenskap	237
(e) Ambagsman se assistente, bloklêers, matpassers, assistent-vloerleërs, masjienbedieners	329
(f) Leerling-ambagsmanne en leerling-matlêers, asook plafon- en/of afskortingsoprigters, vloerleërs, dakwerkers en waterdigters wat leerlingenskapkontrakte uitdien wat by die Raad geregistreer is:	
Eerste jaar	176
Tweede jaar	204
Derde jaar	245
Vierde jaar	329
(g) Kwekelingmatlêers en kwekeling-assistent-vloerleërs wat kwekelingkontrakte uitdien wat by die Raad geregistreer is:	
Eerste jaar	176
Tweede jaar	204
Derde jaar	245
(h) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matlêers, plafon- en/of afskortingsoprigters, ruitwerkers, dakwerkers, vloerleërs, waterdigters, motor- en masjineriewerk-tuigkundiges, en passers en draaiers	445
(ii) Vakmanne	500
(iii) Meestervakmanne	555
(iv) Voormanne	555
	Per week
(i) Werknemers wat persele patroleer en eiendom bewaak	82,40
(j) Vakleerlinge:	
Eerste jaar	204
Tweede jaar	245
Derde jaar	329

(b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simon's Town, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice 283 of 2 March 1962), fell within the Magisterial District of Bellville.

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

- (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
- (b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder;
- (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—

- (a) not apply to clerical employees and administrative staff;
- (b) not apply to university students and graduates in building science and to construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training.

2. CLAUSE 16.—WAGES—BASIC

Substitute the following for subclause (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:

Category of employee	Minimum wage per hour
	c
(a) General workers	163
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 per week extra	
(b) Cleaners	114
(c) Ceiling and partition workers, waterproofing workers, manufacturing workers, and trainee machine operators during first year of traineeship	194
(d) Waterproofing team leaders, joinery assemblers, trainee machine operators during second year of traineeship and trainee block layers during year of traineeship	237
(e) Artisan's assistants, block layers, carpet fitters, assistant floor layers, machine operators	329
(f) Learner artisans and learner carpet layers, ceiling and/or partition erectors, floor layers, roofers and waterproofers serving under contracts of learnership with the Council:	
First year	176
Second year	204
Third year	245
Fourth year	329
(g) Trainee carpet fitters and trainee assistant floor layers serving under contract of traineeship registered with the Council:	
First year	176
Second year	204
Third year	245
(h) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, glaziers, roofers, floor layers, waterproofers, motor and plant mechanics, and fitters and turners	445
(ii) Craftsmen	500
(iii) Master craftsmen	555
(iv) Foremen	555
	Per week
(i) Employees engaged in patrolling premises and guarding property	82,40
(j) Apprentices:	
First year	204
Second year	245
Third year	329

(k) Drywers/Masjineriebedieners:

- (i) Drywers van motorvoertuie of bedieners van krag-aangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 10-lisensie (6 500 kg en meer) of 'n Kode 11-lisensie (voorhaker en sleepwa) 263
- (ii) Drywers van motorvoertuie of bedieners van krag-aangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 9-lisensie (3 000 kg tot 6 500 kg) 224
- (iii) Drywers van alle ander motorvoertuie (Kode 8-lisensie) en bedieners van 'n hyser of drywers van stortwaens 184"

3. KLOUSULE 34.—NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

In subklousule (2), vervang die syfer "15c" deur die syfer "30c".

Namens al die partye by die Raad op hede die 5de dag van Mei 1986 in Kaapstad onderteken.

H. McCARTHY,
Voorsitter.

R. G. SIMMONS,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

(k) Drivers/Plant operators:

- (i) Drivers of motor vehicles or operators of powerdriven 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) 263
- (ii) Drivers of motor vehicles or operators of powerdriven plant which require the operator to be in possession of a Code 9 Licence (3 000 kg to 6 500 kg) 224
- (iii) Drivers of all other motor vehicles (Code 8 Licence) and operators of a hoist or drivers of dumpers 184"

3. CLAUSE 34.—NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

In subclause (2), substitute the figure "30c" for the figure "15c".

Signed at Cape Town, on behalf of all the parties to the Council, this 5th day of May 1986.

H. McCARTHY,
Chairman.

R. G. SIMMONS,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

No. R. 1754

22 Augustus 1986

WET OP ARBEIDSVERHOUDINGE, 1956**BOUNYWERHEID, WESTELIKE PROVINSIE.—WYSIGING VAN DIE OOREENKOMS VIR DIE BOLAND**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1987 eindig, bindend is vir die werkgewers-organisasie 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 klousules 1 (1) (a) en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1987 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE)****OOREENKOMS**

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

Boland Master Builders' Association

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

Amalgamated Society of Woodworkers

No. R. 1754

22 August 1986

LABOUR RELATIONS ACT, 1956**BUILDING INDUSTRY, WESTERN PROVINCE.—AMENDMENT OF THE AGREEMENT FOR THE BOLAND**

I, Pieter Theunis Christiaan du Plessis, 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 October 1987, 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 clauses 1 (1) (a) and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1987, 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.

P. T. C. DU PLESSIS,
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

Boland Master Builders' 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 Workers' Union
South African Operative Masons' Society
South African Woodworkers' Union**

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie),

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 2465 van 9 November 1984, soos gewysig by Goewermentskennisgewings R. 2866 van 28 Desember 1984 en R. 335 van 28 Februarie 1986, te wysig.

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—
- deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is;
 - in die landdrostrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd die gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermentskennisgewing 283 van 2 Maart 1962 binne die landdrostrik Bellville geval het), Somerset-Wes [uitgesonderd daardie gedeelte wat voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrostrik Wynberg geval het] en Strand.
- (2) Ondanks subklousule (1) (a) is hierdie Ooreenkoms—
- van toepassing op slegs die klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerling-ambagsmanne;
 - van toepassing op vakleerlinge slegs in dié mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens voorgeskryf nie;
 - van toepassing op kwekelinge slegs in dié mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes daarkragtens voorgeskryf nie;
 - van toepassing op "slegs arbeid"-kontrakteurs, werkende vennote en werkende direkteurs;
 - nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoestighouers en ander persone wat praktiese werk doen ter voltooiing van hul akademiese opleiding;
 - van toepassing op voormanne;
 - nie van toepassing op werknemers in die elektrotegniese ambagte en op administratiewe personeel nie.

2. KLOUSULE 16.—LONE

Vervang subklousule (1) deur die volgende:

"(1) Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Sent per uur
(a) Algemene werker	145
(b) Hyserbediener	154
(c) Kraghyskraandrywer	161
Vloerskuurder	161
Klippoleerder en terazzowerker	161
(d) Leerling-ambagsman:	
Eerste jaar	158
Tweede jaar	183
Derde jaar	222
Vierde jaar	298
(e) Ambagsman se assistent	298
(f) Ambagsman	400
(g) Vakman	450
(h) Meestervakman	500
	Per week
(i) Drywers:	
Meer as 6 metrieke ton	R84,43
3-6 metrieke ton	R71,84
Ander voertuie	R62,43
(j) Nagwag	R60,92
	Sent per uur
(k) Skoonmaker	101
(l) Vakleerlinge:	
Eerste jaar	183
Tweede jaar	222
Derde jaar	298
(m) Voorman	450"

**Amalgamated Union of Building Trade Workers of South Africa
Building Workers' Union
South African Operative Masons' Society
South African Woodworkers' Union**

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

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

to amend the Agreement published under Government Notice R. 2465 of 9 November 1984, as amended by Government Notices R. 2866 of 28 December 1984 and R. 335 of 28 February 1986.

1. SCOPE OF APPLICATION

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

- by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
- 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 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 173 of 9 February 1973) fell within the Magisterial District of Wynberg] and Strand.

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

- apply only to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;
- 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;
- 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 hereunder;
- apply to "labour only" contractors, working partners and working directors;
- not apply to university students and graduates in building science and construction supervisors and other such persons doing practical work in the completion of their academic training;
- apply to foremen;
- not apply to employees in the electrical trades and administrative staff.

2. CLAUSE 16.—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:

	Cents per hour
(a) General Worker	145
(b) Hoist Operator	154
(c) Power crane driver	161
Floor sander	161
Stone polisher and terazzo worker	161
(d) Learner Artisan:	
First year	158
Second year	183
Third year	222
Fourth year	298
(e) Artisan's Assistant	298
(f) Artisan	400
(g) Craftsman	450
(h) Master Craftsman	500
	Per week
(i) Drivers:	
Over 6 metric tons	R84,43
3-6 metric tons	R71,84
Other vehicles	R62,43
(j) Night watchman	R60,92
	Cents per hour
(k) Cleaner	101
(l) Apprentices:	
First year	183
Second year	222
Third year	298
(m) Foreman	450"

3. KLOUSULE 34.—NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

In subklausule (2), vervang die syfer "15c" deur die syfer "30c".

Namens al die partye by die Raad op hede die 13de dag van Mei 1986 in Kaapstad onderteken.

H. McCARTHY,
Voorsitter.

R. G. SIMMONS,
Onder-voorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 1759

22 Augustus 1986

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN ADMINISTRASIEFONDS-OOREENKOMS

Ek, Pieter Theunis Chirstiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1987 eindig, bindend is vir die Werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1987 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

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

- (a) Midland and Border Leather Industry Manufacturers' Association;
- (b) Western Cape Leather Industries Association;
- (c) Transvaal Footwear, Tanning and Leather Trades Association;
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) Southern Cape Leather Industries Association;
- (f) South African Tanning Employers' Organisation;
- (g) South African Handbag Manufacturers' Association;
- (h) Footwear Manufacturers' Federation of South Africa

en

- (i) Association of Transvaal Manufacturers of Luggage, Handbags and General Goods

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

- (j) National Union of Leather Workers;

en

- (k) Transvaal Leather and Allied Trades Industrial Union;

3. CLAUSE 34.—NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

In subclause (2), substitute the figure "30c" for the figure "15c".

Signed at Cape Town, on behalf of all the parties to the Council, this 13th day of May 1986.

H. McCARTHY,
Chairman.

R. G. SIMMONS,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

No. R. 1759

22 August 1986

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF ADMINISTRATION FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, 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 30 April 1987, 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 the date of publication of this notice and for the period ending 30 April 1987, 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.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

- (a) Midland and Border Leather Industry Manufacturers' Association;
- (b) Western Cape Leather Industries Association;
- (c) Transvaal Footwear, Tanning and Leather Trades Association;
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) Southern Cape Leather Industries Association;
- (f) South African Tanning Employers' Organisation;
- (g) South African Handbag Manufacturers' Association;
- (h) Footwear Manufacturers' Federation of South Africa

and

- (i) Association of Transvaal Manufacturers of Luggage, Handbags and General Goods

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

- (j) National Union of Leather Workers;

and

- (k) Transvaal Leather and Allied Trades Industrial Union;

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

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

om die Ooreenkoms vir die Administrasiefonds gepubliseer by Goewermenskennisgewing R. 1789 van 3 September 1982, soos gewysig by Goewermenskennisgewings R. 87 van 14 Januarie 1983, R. 2443 van 4 November 1983 en R. 1669 van 26 Julie 1985, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is (uitgesonderd persone wat uitsluitlik herstelwerk doen);
- (b) in die Republiek van Suid-Afrika: Met dien verstande dat in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1789 van 3 September 1982 dit net in die landdrostrikte Bellville, Die Kaap, Goodwood, Durban, met inbegrip van daardie gedeelte van die landdrostrik Chatsworth wat voor die publikasie van Goewermenskennisgewing 501 van 8 Maart 1985 binne die landdrostrik Durban geval het, en Johannesburg nagekom moet word: Voorts met dien verstande dat in verband met die werksaamhede uiteengesit in paragraaf (7) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van genoemde Ooreenkoms dit net in die landdrostrikte Bellville, Goodwood en Durban, met inbegrip van daardie gedeelte van die landdrostrik Chatsworth wat voor die publikasie van Goewermenskennisgewing 501 van 8 Maart 1985 binne die landdrostrik Durban geval het, nagekom moet word: Voorts met dien verstande dat in verband met die werksaamhede uiteengesit in paragraaf (8) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van genoemde Ooreenkoms, dit net in die landdrostrikte Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort en Die Kaap nagekom moet word.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms egter van toepassing slegs op dié werknemers vir wie lone in enigen van die Hoof-ooreenkoms van die Raad voorgeskryf word.

2. KLOUSULE 5.—FONDSE VAN DIE RAAD

Vervang die syfer "9c" deur die syfer "11c".

Namens die partye op hede die 21ste dag van Februarie 1986 te Port Elizabeth onderteken.

O. J. FOURIE,
Lid van die Raad.

D. J. F. LINDE,
Lid van die Raad.

L. M. VAN LOGGERENBERG,
Hoofsekretaris van die Raad.

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

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

to amend the Administration Fund Agreement published under Government Notice R. 1789 of 3 September 1982, as amended by Government Notices R. 87 of 14 January 1983, R. 2443 of 4 November 1983 and R. 1669 of 26 July 1985.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions who are engaged or employed therein respectively (other than persons engaged exclusively on repair work);
- (b) in the Republic of South Africa: Provided that on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice R. 1789 of 3 September 1982 it shall be observed only in the Magisterial Districts of Bellville, The Cape, Goodwood, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice 501 of 8 March 1985, fell within the Magisterial District of Durban, and Johannesburg: Provided further that on the operations set forth in paragraph (7) of the definition of "Industry" or "Leather Industry" in clause 3 of the said Agreement it shall be observed only in the Magisterial Districts of Bellville, Goodwood and Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice 501 of 8 March 1985, fell within the Magisterial District of Durban: Provided further that on the operations set forth in paragraph (8) of the definition or "Industry" or "Leather Industry" in clause 3 of the said Agreement it shall be observed only in the Magisterial Districts of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort and The Cape.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall, however, apply only to those employees for whom wages are prescribed in any of the Main Agreements of the Council.

2. CLAUSE 5.—COUNCIL FUNDS

Substitute the figure "11c" for the figure "9c".

This Agreement signed at Port Elizabeth, on behalf of the parties, this 21st day of February 1986.

O. J. FOURIE,
Member of the Council.

D. J. F. LINDE,
Member of the Council.

L. M. VAN LOGGERENBERG,
General Secretary of the Council.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 1746

22 Augustus 1986

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN TANDHEELKUNDIGE RAAD

REGULASIES BETREFFENDE DIE REGISTRASIE VAN SPESIALITEITE VAN GENEESHERE EN TANDARTSE, DIE VEREISTES WAARAAN VOLDOEN MOET WORD ALVORENS HULLE SPESIALITEITE GEREGISTREER KAN WORD, DIE OMSTANDIGHEDE WAARIN ENIGE AANSOEKER OM REGISTRASIE VAN SODANIGE VEREISTES VRYGESTEL WORD, EN DIE VOORWAARDES TEN OPSIGTE VAN DIE PRAKTYK VAN GENEESHERE EN TANDARTSE WIE SE SPESIALITEITE GEREGISTREER IS.—WYSIGING

Die Minister van Nasionale Gesondheid en Bevolkingsontwikkeling het, op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, kragtens artikel

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 1746

22 August 1986

THE SOUTH AFRICAN MEDICAL AND DENTAL COUNCIL

REGULATIONS REGULATING TO THE REGISTRATION OF THE SPECIALITIES OF MEDICAL PRACTITIONERS AND DENTISTS, THE REQUIREMENTS TO BE SATISFIED BEFORE THEIR SPECIALITIES CAN BE REGISTERED, THE CIRCUMSTANCES IN WHICH ANY APPLICANT FOR REGISTRATION SHALL BE EXEMPTED FROM SUCH REQUIREMENTS, AND THE CONDITIONS IN RESPECT OF THE PRACTICE OF MEDICAL PRACTITIONERS AND DENTISTS WHOSE SPECIALITIES HAVE BEEN REGISTERED.—AMENDMENT

In terms of section 61 (1) of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), the Minister of National Health and Population

61 (1) van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken "die regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 2276 van 3 Desember 1976, soos gewysig by Goewermentskennisgewings R. 1830 van 16 September 1977, R. 444 van 10 Maart 1978, R. 812 van 20 April 1979, R. 1098 van 22 Mei 1981, R. 1788 van 28 Augustus 1981, R. 1062 van 4 Junie 1982, R. 2568 van 26 November 1982, R. 294 van 11 Februarie 1983, R. 332 van 24 Februarie 1984, R. 2422 van 2 November 1984, R. 2625 van 22 November 1985 en R. 339 van 28 Februarie 1986.

2. Regulasie 2 van die regulasies word hierby gewysig deur in paragraaf (a) tussen die woorde "Patologie (Geregte)lik" Patoloog (Geregte)lik" en die woorde "Pediatrie of Kindersiektes" Pediater of Spesialis in Kindersiektes" die woorde "Patologie (Virologies)..... Patoloog (Virologies)" in te voeg.

3. Regulasie 4 van die regulasies word hierby gewysig—

(a) deur in paragraaf (c) van subregulasie (4) tussen die woorde "patologie (hematologies)" en die woorde "en patologie (geregte)lik", uitgesonderd waar die woorde in die tweede voorbehoudsbepaling voorkom, die woorde "patologie (virologies)" in te voeg; en

(b) deur aan die einde van daardie paragraaf na die woord "het" die volgende verdere voorbehoudsbepaling in te voeg: "Met dien verstande voorts dat in die geval van die spesialiteit patologie (virologies) die vier jaar bevredigende ondervinding ten minste twee jaar ondervinding in geneeskundige virologie, een jaar ondervinding in mikrobiologiese patologie en een jaar verdere ondervinding in enige patologiese spesialiteit, insluitende geneeskundige virologie, moet insluit;"

4. Regulasie 9 van die regulasies word hierby gewysig deur tussen die woorde "patologie (hematologies)" en die woorde "en patologie (geregte)lik" die woorde "patologie (virologies)" in te voeg.

DEPARTEMENT VAN OPENBARE WERKE EN GRONDSAKE

No. R. 1737

22 Augustus 1986

WYSIGING VAN GELDTARIEF.—DIE WET OP PROFESSIONELE INGENIEURS, 1968 (WET 81 VAN 1968)

Kragtens artikel 7 (6) van die Wet op Professionele Ingenieurs, 1968 (Wet 81 van 1968), maak ek, Lourens Albertus Petrus Anderson Munnik, Minister van Kommunikasie en van Openbare Werke, hierby bekend dat ek, na oorweging en goedkeuring van 'n ter sake dienende aanbeveling van die Suid-Afrikaanse Raad vir Professionele Ingenieurs, kragtens artikel 7 (3) (b) van genoemde Wet die voorsiening in die Bylae hiervan gemaak het.

Die bepaling vervat in die Bylae sal op die datum van publikasie van hierdie kennisgewing in werking tree en sal ook op alle nuwe projekte en op daardie stadia van 'n projek wat op die datum van publikasie van hierdie kennisgewing nog nie 'n aanvang geneem het nie, van toepassing wees.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 1113 van 11 Junie 1982 soos gewysig by Goewermentskennisgewings R. 1638 van 30 Julie 1982, R. 1497 van 8 Julie 1983 en R. 2396 van 2 November 1984.

Development, acting on the recommendation of the South African Medical and Dental Council, has made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule, unless the context otherwise indicates, "the regulations" shall mean the regulations published under Government Notice R. 2276 of 3 December 1976, as amended by Government Notices R. 1830 of 16 September 1977, R. 444 of 10 March 1978, R. 812 of 20 April 1979, R. 1098 of 22 May 1981, R. 1788 of 28 August 1981, R. 1062 of 4 June 1982, R. 2568 of 26 November 1982, R. 294 of 11 February 1983, R. 332 of 24 February 1984, R. 2422 of 2 November 1984, R. 2625 of 22 November 1985 and R. 339 of 28 February 1986.

2. Regulation 2 of the regulations is hereby amended by the insertion in paragraph (a) between the words "Pathology (Forensic)..... Pathologist (Forensic)" and the words "Paediatrics or Diseases of Children..... Pediatrician or Specialist in Diseases of Children," of the words "Pathology (Virological)..... Pathologist (Virological)".

3. Regulation 4 of the regulations is hereby amended—

(a) by the insertion in paragraph (c) of subregulation (4), between the words "pathology (haematological)" and the words "an pathology (forensic)," except where the words appear in the second proviso, of the words "pathology (virological)"; and

(b) by the insertion at the end of that paragraph after the word "council" of the following proviso: "Provided further that in the case of the speciality pathology (virological) the four years' satisfactory experience shall include at least two years' experience in medical virology, one year of experience in microbiological pathology and a further one year of experience in any pathological speciality including medical virology;"

4. Regulation 9 of the regulations is hereby amended by the insertion between the words "pathology (haematological)" and the words "and pathology (forensic)", of the words "pathology (virological)".

DEPARTMENT OF PUBLIC WORKS AND LAND AFFAIRS

No. R. 1737

22 August 1986

AMENDMENT OF TARIFF OF FEES.—THE PROFESSIONAL ENGINEERS' ACT, 1968 (ACT 81 OF 1968)

In terms of section 7 (6) of the Professional Engineers' Act, 1968 (Act 81 of 1968), I, Lourens Albertus Petrus Anderson Munnik, Minister of Communications and of Public Works, hereby make known that, after consideration and approval of a relevant recommendation of the South African Council for Professional Engineers, I have in terms of section 7 (3) (b) of the said Act, made the provisions in the Schedule hereto.

The provisions contained in the Schedule become applicable on the date of publication of this notice and shall also apply to all new projects and to those stages of a project not yet commenced at the date of publication of this notice.

SCHEDULE

1. In this Schedule "the Regulations" means the regulations promulgated under Government Notice R. 1113 of 11 June 1982, as amended by Government Notices R. 1638 of 30 July 1982, R. 1497 of 8 July 1983 and R. 2396 of 2 November 1984.

2. Die opskrif van die Regulasies word hierby deur die volgende opskrif vervang:

"GELDETARIEF WAT 'N PROFESSIONELE INGENIEUR KAN GEBRUIK OM DIE BEDRAG TE BEREKEN WAAROP HY GERECHTIG IS VIR PROFESSIONELE RAADGEWENDE DIENSTE DEUR HOM GELEWER: SIVIELE, STRUKTURELE, MEGANIESE, ELEKTRIESE EN ELEKTRONIESE INGENIEURSWERKE".

3. Die inhoudsopgawe van die Regulasies word hierby deur die volgende inhoudsopgawe vervang:

"INHOUDSOPGAWE"

1. ALGEMEEN
2. INGENIEURSDIENSTE VIR SIVIELE, STRUKTURELE, MEGANIESE, ELEKTRIESE EN ELEKTRONIESE PROEKE
 - 2.1 DIENSTE DEUR DIE PROFESSIONELE INGENIEURS VER-RIG TE WORD
 - 2.1.1 Normale dienste
 - 2.1.1.1 Verslagstadium
 - 2.1.1.2 Voorlopige ontwerp stadium
 - 2.1.1.3 Ontwerp- en tender stadium
 - 2.1.1.4 Konstruksiestadium
 - 2.1.2 Bykomende dienste
 - 2.1.2.1 Verskaffing van terreinpersoneel
 - 2.1.2.2 Leier van die professionele span
 - 2.1.2.3 Bemiddeling, arbitrasie en regsdinge en soortgelyke dienste
 - 2.1.2.4 Diverse bykomende dienste
 - 2.2 VERGOEDING VAN EN BASIS VAN BETALING AAN DIE PROFESSIONELE INGENIEUR VIR INGENIEURSDIENSTE VIR SIVIELE, STRUKTURELE, MEGANIESE, ELEKTRIESE EN ELEKTRONIESE PROEKE
 - 2.2.1 Vergoeding
 - 2.2.1.1 Volledige normale dienste
 - 2.2.1.1.1 Verslagstadium
 - 2.2.1.1.2 Daaropvolgende stadia
 - 2.2.1.1.2.1 Voorlopige ontwerp stadium
 - 2.2.1.1.2.2 Ontwerp- en tender stadium
 - 2.2.1.1.2.3 Konstruksiestadium
 - 2.2.1.1.2.3.1 Sivielen struktureel
 - 2.2.1.1.2.3.2 Meganies, elektries en elektronies
 - 2.2.1.1.2 Gedeeltelike normale dienste
 - 2.2.1.3 Bykomende dienste
 - 2.2.1.3.1 Verskaffing van terreinpersoneel
 - 2.2.1.3.2 Leier van die professionele span
 - 2.2.1.3.3 Bemiddeling, arbitrasie en regsdinge en soortgelyke dienste
 - 2.2.1.3.4 Diverse bykomende dienste
 - 2.2.1.3.5 Terreinpersoneel nie aangestel nie
 - 2.2.2 Tussentydse betalings aan die professionele ingenieur
 - 2.2.3 Koste van die ingenieurswerke
 - 2.2.4 Skade aan of vernietiging van die werke
 - 2.2.5 Uitstel, kansellering of abandonnering van die werke
 - 2.2.6 Veranderings of wysigings aan ontwerpe
 - 2.3 GELDETARIEF VIR INGENIEURSDIENSTE VIR SIVIELE, STRUKTURELE, MEGANIESE, ELEKTRIESE EN ELEKTRONIESE PROEKE
 - 2.3.1 Dienste van normale aard
 - 2.3.1.1 Sivielen en strukturele ingenieursdienste
 - 2.3.1.1.1 Basiese geld
 - 2.3.1.1.2 Bykomende geld vir die gewapende betongedeelte van die werke
 - 2.3.1.1.3 Bykomende geld vir die strukturele staalwerk gedeelte van die werk
 - 2.3.1.1.4 Bykomende geld vir die strukturele gedeelte van die werke in ander materiale
 - 2.3.1.2 Sivielen en strukturele ingenieursdienste waarvoor spesiale gelde voorsien word
 - 2.3.1.2.1 Spoorbaanwerk

2. The following heading is hereby substituted for the heading of the Regulations:

"TARIFF OF FEES WHICH A PROFESSIONAL ENGINEER MAY USE IN CALCULATING THE AMOUNT CHARGEABLE FOR PROFESSIONAL CONSULTING SERVICES RENDERED BY HIM: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING".

3. The following index is hereby substituted for the index to the Regulations:

"INDEX"

1. GENERAL
2. ENGINEERING SERVICES FOR CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC PROJECTS
 - 2.1 SERVICES TO BE PERFORMED BY THE PROFESSIONAL ENGINEER
 - 2.1.1 Normal services
 - 2.1.1.1 Report stage
 - 2.1.1.2 Preliminary design stage
 - 2.1.1.3 Design and tender stage
 - 2.1.1.4 Construction stage
 - 2.1.2 Additional services
 - 2.1.2.1 Provision of site staff
 - 2.1.2.2 Leader of the professional team
 - 2.1.2.3 Mediation, arbitration and litigation proceedings and similar services
 - 2.1.2.4 Diverse additional services
 - 2.2 REMUNERATION OF AND BASIS OF PAYMENT OF THE PROFESSIONAL ENGINEER IN RESPECT OF ENGINEERING SERVICES FOR CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC PROJECTS
 - 2.2.1 Remuneration
 - 2.2.1.1 Full normal services
 - 2.2.1.1.1 Report stage
 - 2.2.1.1.2 Subsequent stages
 - 2.2.1.1.2.1 Preliminary design stage
 - 2.2.1.1.2.2 Design and tender stage
 - 2.2.1.1.2.3 Construction stage
 - 2.2.1.1.2.3.1 Civil and structural
 - 2.2.1.1.2.3.2 Mechanical, electrical and electronic
 - 2.2.1.1.2 Partial normal services
 - 2.2.1.3 Additional services
 - 2.2.1.3.1 Provision of site staff
 - 2.2.1.3.2 Leader of the professional team
 - 2.2.1.3.3 Mediation, arbitration and litigation proceedings and similar services
 - 2.2.1.3.4 Diverse additional services
 - 2.2.1.3.5 Site staff not appointed
 - 2.2.2 Interim payments to the professional engineer
 - 2.2.3 Cost of the engineering works
 - 2.2.4 Damage to or destruction of the works
 - 2.2.5 Postponement, cancellation or abandonment of the works
 - 2.2.6 Alterations or modifications to designs
 - 2.3 TARIFF OF FEES FOR ENGINEERING SERVICES FOR CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC PROJECTS
 - 2.3.1 Services of normal character
 - 2.3.1.1 Civil and structural engineering services
 - 2.3.1.1.1 Basic fee
 - 2.3.1.1.2 Additional fee for reinforced concrete portion of the works
 - 2.3.1.1.3 Additional fee for structural steelwork portion of the works
 - 2.3.1.1.4 Additional fee for structural portion of the works in other materials
 - 2.3.1.2 Civil and structural engineering services for which special fees are provided
 - 2.3.1.2.1 Railway track work

- 2.3.1.2.2 Padwerke
 - 2.3.1.3 Meganiese en elektriese ingenieursdienste
 - 2.3.1.4 Elektroniese ingenieursdienste
 - 2.3.1.4.1 Basiese geld
 - 2.3.1.4.2 Programmering
 - 2.3.1.4.3 Ander gelyste dienste
 - 2.3.1.5 Werke in ander kategorieë, andersoortige en gefragmenteerde werke
 - 2.3.2 Dienste van nie-normale aard
 - 2.3.2.1 Werke wat buitengewoon hoë eise stel
 - 2.3.2.1.1 Buitengewoon tydrowende werke
 - 2.3.2.2 Werke wat buitengewoon lae eise stel
 - 2.3.3 Bykomende dienste
 - 2.3.3.1 Verskaffing van terreinpersoneel
 - 2.3.3.2 Leier van die professionele span
 - 2.3.3.3 Bemiddeling, arbitrasie en regsgedinge en soortgelyke dienste
 - 2.3.3.3.1 Allerlei dienste
 - 2.3.3.3.2 Bemiddeling of arbitrasie
 - 2.3.4 Geld op 'n tydbasis
 - 2.3.5 Reistyd
3. STRUKTURELE EN SIVIELE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE BEHALWE IN DIE GEVAL VAN 'N DIREKTE SIVIELE INGENIEURSOOPDRAG IN WELKE GEVAL REGULASIE 2 VAN TOEPASSING IS
- 3.1 DIENSTE DEUR DIE PROFESSIONELE INGENIEUR VERRIGTE WORD
- 3.1.1 Normale dienste
 - 3.1.1.1 Verslagstadium
 - 3.1.1.2 Voorlopige ontwerpstadium
 - 3.1.1.3 Ontwerp- en tenderstadium
 - 3.1.1.4 Konstruksiestadium
 - 3.1.2 Bykomende dienste
 - 3.1.2.1 Verskaffing van terreinpersoneel
 - 3.1.2.2 Hoofagent van die klient
 - 3.1.2.3 Bemiddeling, arbitrasie en regsgedinge en soortgelyke dienste
 - 3.1.2.4 Allerlei bykomende dienste
- 3.2 VERGOEDING VAN EN BASIS VAN BETALING AAN DIE PROFESSIONELE INGENIEUR VIR STRUKTURELE EN SIVIELE INGENIEURSDIENSTE WAT MET BOUPROJEKTE IN VERBAND STAAN
- 3.2.1 Vergoeding
 - 3.2.1.1 Volledige normale dienste
 - 3.2.1.1.1 Verslagstadium
 - 3.2.1.1.2 Voorlopige ontwerpstadium
 - 3.2.1.1.3 Ontwerp- en tenderstadium
 - 3.2.1.1.4 Konstruksiestadium
 - 3.2.1.1.5 Gedeeltelike normale dienste
 - 3.2.1.2 Bykomende dienste
 - 3.2.1.2.1 Verskaffing van terreinpersoneel
 - 3.2.1.2.2 Hoofagent van die klient
 - 3.2.1.2.3 Bemiddeling, arbitrasie en regsgedinge en soortgelyke dienste
 - 3.2.1.2.4 Diverse bykomende dienste
 - 3.2.1.2.5 Terreinpersoneel nie aangestel nie
 - 3.2.1.3 Geld vir hergebruik van voltooide ontwerpe, en so meer
 - 3.2.2 Tussentydse betalings aan die professionele ingenieur
 - 3.2.3 Koste van die ingenieurswerke
 - 3.2.4 Skade aan of vernietiging van die werke
 - 3.2.5 Uitstel, kansellering of abandonnering van die werke
 - 3.2.6 Veranderings of wysigings aan ontwerpe
 - 3.2.7 Gegewens wat aan die professionele ingenieur verskaf moet word
- 3.3 GELDETARIEF VIR STRUKTURELE EN SIVIELE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE
- 3.3.1 Dienste van normale aard
 - 3.3.1.1 Strukturele en siviele ingenieursdienste in verband met boup projekte
 - 3.3.1.2 Gefragmenteerde werke

- 2.3.1.2.2 Roadworks
 - 2.3.1.3 Mechanical and electrical engineering services
 - 2.3.1.4 Electronic engineering services
 - 2.3.1.4.1 Basic fee
 - 2.3.1.4.2 Programming
 - 2.3.1.4.3 Other listed services
 - 2.3.1.5 Works in different categories, dissimilar works and fragmented works
 - 2.3.2 Services not of normal character
 - 2.3.2.1 Works making unusually high demands
 - 2.3.2.1.1 Unusually time-consuming works
 - 2.3.2.2 Works making unusually low demands
 - 2.3.3 Additional services
 - 2.3.3.1 Provision of site staff
 - 2.3.3.2 Leader of the professional team
 - 2.3.3.3 Mediation, arbitration and litigation proceedings and similar services
 - 2.3.3.3.1 Miscellaneous services
 - 2.3.3.3.2 Mediation or arbitration
 - 2.3.4 Time basis fee
 - 2.3.5 Travelling time
3. STRUCTURAL AND CIVIL ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS EXCEPT IN THE CASE OF A DIRECT CIVIL ENGINEERING COMMISSION, IN WHICH CASE REGULATION 2 WILL APPLY
- 3.1 SERVICES TO BE PERFORMED BY THE PROFESSIONAL ENGINEER
- 3.1.1 Normal services
 - 3.1.1.1 Report stage
 - 3.1.1.2 Preliminary design stage
 - 3.1.1.3 Design and tender stage
 - 3.1.1.4 Construction stage
 - 3.1.2 Additional services
 - 3.1.2.1 Provision of site staff
 - 3.1.2.2 Principal agent of the client
 - 3.1.2.3 Mediation, arbitration and litigation proceedings and similar services
 - 3.1.2.4 Diverse additional services
- 3.2 REMUNERATION OF AND BASIS OF PAYMENT OF THE PROFESSIONAL ENGINEER IN RESPECT OF STRUCTURAL AND CIVIL ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS
- 3.2.1 Remuneration
 - 3.2.1.1 Full normal services
 - 3.2.1.1.1 Report stage
 - 3.2.1.1.2 Preliminary design stage
 - 3.2.1.1.3 Design and tender stage
 - 3.2.1.1.4 Construction stage
 - 3.2.1.1.5 Partial normal services
 - 3.2.1.2 Additional services
 - 3.2.1.2.1 Provision of site staff
 - 3.2.1.2.2 Principal agent of the client
 - 3.2.1.2.3 Mediation, arbitration and litigation proceedings and similar services
 - 3.2.1.2.4 Diverse additional services
 - 3.2.1.2.5 Site staff not appointed
 - 3.2.1.3 Fee for re-use of completed designs, etc
 - 3.2.2 Interim payments to the professional engineer
 - 3.2.3 Cost of the engineering works
 - 3.2.4 Damage to or destruction of the works
 - 3.2.5 Postponement, cancellation or abandonment of the works
 - 3.2.6 Alterations or modifications to designs
 - 3.2.7 Data to be supplied to the professional engineer
- 3.3 TARIFF OF FEES FOR STRUCTURAL AND CIVIL ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS
- 3.3.1 Services of normal character
 - 3.3.1.1 Structural and civil engineering services pertaining to building projects
 - 3.3.1.2 Fragmented works

- 3.3.2 Dienste van nie-normale aard
- 3.3.2.1 Werke wat buitengewoon hoë eise stel
- 3.3.2.1.1 Buitengewoon tydrawende werke
- 3.3.2.2 Werke wat buitengewoon lae eise stel
- 3.3.3 Bykomende dienste
- 3.3.3.1 Verskaffing van terreinpersoneel
- 3.3.3.2 Hoofagent van die klient
- 3.3.3.3 Bemiddeling, arbitrasie en regsgedinge en soortgelyke dienste
- 3.3.3.3.1 Allerlei dienste
- 3.3.3.3.2 Bemiddeling of arbitrasie
- 3.3.4 Geld op 'n tydbasis
- 3.3.5 Reistyd
4. MEGANIESE, ELEKTRIESE EN ELEKTRONIESE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE
- 4.1 DIENSTE DEUR DIE PROFESSIONELE INGENIEUR VERRIGTE WORD
- 4.1.1 Normale dienste
- 4.1.1.1 Verslagstadium
- 4.1.1.2 Voorlopige ontwerpstadium
- 4.1.1.3 Ontwerp- en tenderstadium
- 4.1.1.4 Konstruksiestadium
- 4.1.2 Bykomende dienste
- 4.1.2.1 Verskaffing van terreinpersoneel
- 4.1.2.2 Hoofagent van die klient
- 4.1.2.3 Hoeveelheidslyste
- 4.1.2.4 Bemiddeling, arbitrasie en regsgedinge en soortgelyke dienste
- 4.1.2.5 Allerlei bykomende dienste
- 4.2 VERGOEDING VAN EN BASIS VAN BETALING AAN DIE PROFESSIONELE INGENIEUR VIR MEGANIESE, ELEKTRIESE EN ELEKTRONIESE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE
- 4.2.1 Vergoeding
- 4.2.1.1 Volledige normale dienste
- 4.2.1.1.1 Verslagstadium
- 4.2.1.1.2 Daaropvolgende stadia
- 4.2.1.1.2.1 Voorlopige ontwerpstadium
- 4.2.1.1.2.2 Ontwerp- en tenderstadium
- 4.2.1.1.2.3 Konstruksiestadium
- 4.2.1.1.3 Gedeeltelike normale dienste
- 4.2.1.2 Bykomende dienste
- 4.2.1.2.1 Verskaffing van terreinpersoneel
- 4.2.1.2.2 Hoofagent van die klient
- 4.2.1.2.3 Hoeveelheidslyste
- 4.2.1.2.4 Bemiddeling, arbitrasie en regsgeding en soortgelyke dienste
- 4.2.1.2.5 Allerlei bykomende dienste
- 4.2.1.2.6 Terreinpersoneel nie aangestel nie
- 4.2.1.3 Geld vir hergebruik van voltooide ontwerp ens.
- 4.2.2 Tussentydse betalings aan die professionele ingenieur
- 4.2.3 Koste van die ingenieurswerke
- 4.2.4 Skade aan of vernietiging van die werke
- 4.2.5 Uitstel, kansellering of abandonnering van die werke
- 4.2.6 Veranderings of wysigings aan ontwerp
- 4.2.7 Gegewens wat aan die professionele ingenieur verskaf moet word
- 4.3 GELDETARIEF VIR MEGANIESE, ELEKTRIESE EN ELEKTRONIESE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE
- 4.3.1 Dienste van normale aard
- 4.3.1.1 Meganiese en elektriese ingenieursdienste
- 4.3.1.1.1 Basiese geld
- 4.3.1.1.2 Bykomende geld vir variasies
- 4.3.1.2 Elektroniese ingenieursdienste
- 4.3.1.2.1 Basiese geld
- 4.3.1.2.2 Programmering
- 4.3.1.2.3 Ander gelyste dienste
- 4.3.1.2.4 Addisionele geld vir variasies
- 4.3.1.3 Werke in verskillende kategorieë, andersoortige en gefragmenteerde werk

- 3.3.2 Services not of normal character
- 3.3.2.1 Works making unusually high demands
- 3.3.2.1.1 Unusually time-consuming works
- 3.3.2.2 Works making unusually low demands
- 3.3.3 Additional services
- 3.3.3.1 Provision of site staff
- 3.3.3.2 Principal agent of the client
- 3.3.3.3 Mediation, arbitration and litigation proceedings and similar services
- 3.3.3.3.1 Miscellaneous services
- 3.3.3.3.2 Mediation or arbitration
- 3.3.4 Time basis fee
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4. MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS
- 4.1 SERVICES TO BE PERFORMED BY THE PROFESSIONAL ENGINEER
- 4.1.1 Normal services
- 4.1.1.1 Report stage
- 4.1.1.2 Preliminary design stage
- 4.1.1.3 Design and tender stage
- 4.1.1.4 Construction stage
- 4.1.2 Additional services
- 4.1.2.1 Provision of site staff
- 4.1.2.2 Principal agent of the client
- 4.1.2.3 Schedules of quantities
- 4.1.2.4 Mediation, arbitration and litigation proceedings and similar services
- 4.1.2.5 Diverse additional services
- 4.2 REMUNERATION OF AND BASIS OF PAYMENT OF THE PROFESSIONAL ENGINEER IN RESPECT OF MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS
- 4.2.1 Remuneration
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- 4.2.1.1.1 Report stage
- 4.2.1.1.2 Subsequent stages
- 4.2.1.1.2.1 Preliminary design stage
- 4.2.1.1.2.2 Design and tender stage
- 4.2.1.1.2.3 Construction stage
- 4.2.1.1.3 Partial normal services
- 4.2.1.2 Additional services
- 4.2.1.2.1 Provision of site staff
- 4.2.1.2.2 Principal agent of the client
- 4.2.1.2.3 Schedules of quantities
- 4.2.1.2.4 Mediation, arbitration and litigation proceedings and similar services
- 4.2.1.2.5 Diverse additional services
- 4.2.1.2.6 Site staff not appointed
- 4.2.1.3 Fee for reuse of completed designs, etc
- 4.2.2 Interim payments to the professional engineer
- 4.2.3 Cost of the engineering work
- 4.2.4 Damage to or destruction of the works
- 4.2.5 Postponement, cancellation or abandonment of the works
- 4.2.6 Alterations or modifications to designs
- 4.2.7 Data to be supplied to the professional engineer
- 4.3 TARIFF OF FEES FOR MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS
- 4.3.1 Services of normal character
- 4.3.1.1 Mechanical and electrical engineering services
- 4.3.1.1.1 Basic fee
- 4.3.1.1.2 Additional fee for variations
- 4.3.1.2 Electronic engineering services
- 4.3.1.2.1 Basic fee
- 4.3.1.2.2 Programming
- 4.3.1.2.3 Other listed services
- 4.3.1.2.4 Additional fee for variations
- 4.3.1.3 Works in different categories, dissimilar works and fragmented works

- 4.3.2 Dienste van nie-normale aard
 - 4.3.2.1 Werke wat buitengewoon hoë eise stel
 - 4.3.2.2 Werke wat buitengewoon lae eise stel
- 4.3.3 Bykomende dienste
 - 4.3.3.1 Verskaffing van terreinpersoneel
 - 4.3.3.2 Hoofagent van die kliënt
 - 4.3.3.3 Hoeveelheidslyste
 - 4.3.3.4 Bemiddeling, arbitrasie en regsdinge en soortgelyke dienste
 - 4.3.3.4.1 Allerlei dienste
 - 4.3.3.4.2 Bemiddeling of arbitrasie
- 4.3.4 Geld op 'n tyd basis
- 4.3.5 Reistyd"

4. Regulasie 1 van die Regulasies word hierby gewysig—

- (a) (i) deur die invoeging voor die definisie van "kliënt" van die volgende definisie in regulasie 1.1:

"'Elektroniese Ingenieurswerk' werk wat in verband met veiligheidstelsels; elektroniese vlugbeheertoerusting; rekenaarstelsels; ontwerp van elektroniese modules; gebou- en energiebeheermeganismes; opmeet-, beheer- en terugvoering-tegnieke; opmeet- en beheerstelsels; elektroniese instrumentasie, prosesbeheer en outomatisasie; dataverwerking (kodering, dekodering, patroonontleding, outomatiese foutregstelling ens.); telemetriebeheer en ander kommunikasiestelsels; evaluering van elektroniese toerusting; onderhoud van elektroniese stelsels (advies en waarneming);";

- (ii) deur die invoeging na die definisie van "stadium" van die volgende definisie in regulasie 1.1:

"'uur', soos bedoel in regulasies 2.3.4, 3.3.4 en 4.3.4, beteken 'n uur of 'n wesenlike gedeelte daarvan (minstens 30 minute);";

- (b) deur regulasie 1.2.1 deur die volgende regulasie te vervang:

"in regulasie 2.1, ten opsigte van alle ingenieursdienste vir siviele, strukturele, meganiese, elektriese en elektroniese projekte"; en

- (c) deur regulasie 1.2.3 deur die volgende regulasie te vervang:

"in regulasie 4.1 ten opsigte van meganiese, elektriese en elektroniese ingenieursdienste in verband met bouprojekte.".

5. Regulasie 2 van die Regulasies word hierby gewysig—

- (a) deur die opskrif van regulasie 2 deur die volgende opskrif te vervang:

"INGENIEURSDIENSTE VIR SIVIELE, STRUKTURELE, MEGANIESE, ELEKTRIESE EN ELEKTRONIESE PROJEKTE.";

- (b) deur die opskrif van regulasie 2.2 deur die volgende opskrif te vervang:

"VERGOEDING EN BASIS VAN BETALING AAN DIE PROFESSIONELE INGENIEUR VIR INGENIEURSDIENSTE VIR SIVIELE, STRUKTURELE, MEGANIESE, ELEKTRIESE EN ELEKTRONIESE PROJEKTE.";

- (c) deur die opskrif van regulasie 2.2.1.1.2.3.2 deur die volgende opskrif te vervang:

"MEGANIES, ELEKTRIES EN ELEKTRONIES.";

- (d) deur regulasie 2.2.1.2.2.4 deur die volgende regulasie te vervang:

"Meganies, elektries en elektronies—70 persent van die geld neergelê in regulasie 2.2.1.1.2.1 onderworpe aan 'n gepaste krediet;";

- 4.3.2 Services not of normal character
 - 4.3.2.1 Works making unusually high demands
 - 4.3.2.2 Works making unusually low demands

4.3.3 Additional services

- 4.3.3.1 Provision of site staff
- 4.3.3.2 Principal agent of the client
- 4.3.3.3 Schedules of quantities
- 4.3.3.4 Mediations, arbitration and litigation proceedings and similar services
 - 4.3.3.4.1 Miscellaneous services
 - 4.3.3.4.2 Mediation or arbitration

4.3.4 Time basis fee

4.3.5 Travelling time"

4. Regulation 1 of the Regulations is hereby amended—

- (a) by the insertion in regulation 1.1 after the definition of "contractor" of the following definitions:

"'Electronic Engineering Work' means work in connection with security systems; electronic flight guidance equipment; computer systems; design of electronic modules; building and energy controls; measurement, control and feedback techniques; measurement and control systems; electronic instrumentation, process control and automation; data processing (coding, decoding, pattern analysis, automatic error correction, etc.); telemetry control and other communication systems; evaluation of electronic equipment; maintenance of electronic systems (advice and observation);

'hour', as contemplated in regulations 2.3.4, 3.3.4 and 4.3.4, means an hour or substantial part thereof (at least 30 minutes);";

- (b) by the substitution for regulation 1.2.1 of the following regulation:

"in regulation 2.1, in respect of all engineering services for civil, structural, mechanical, electrical and electronic projects;"; and

- (c) by the substitution for regulation 1.2.3 of the following regulation:

"in regulation 4.1, in respect of mechanical, electrical and electronic engineering services pertaining to building projects.".

5. Regulation 2 of the Regulations is hereby amended—

- (a) by the substitution for the heading of regulation 2 of the following heading:

"ENGINEERING SERVICES FOR CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC PROJECTS.";

- (b) by the substitution for the heading of regulation 2.2 of the following heading:

"REMUNERATION OF AND BASIS OF PAYMENT OF THE PROFESSIONAL ENGINEER IN RESPECT OF ENGINEERING SERVICES FOR CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC PROJECTS.";

- (c) by the substitution for the heading of regulation 2.2.1.1.2.3.2 of the following heading:

"MECHANICAL, ELECTRICAL AND ELECTRONIC.";

- (d) by the substitution for regulation 2.2.1.2.2.4 of the following regulation:

"Mechanical, electrical and electronic—70 percent of the fee, subject to an appropriate credit as set out in regulation 2.2.1.1.2.1;";

- (e) deur regulasie 2.2.1.2.3.2 deur die volgende regulasie te vervang:

“Meganies, elektries en elektronies—50 persent van die geld.”;

- (f) deur die opskrif van regulasie 2.3 deur die volgende opskrif te vervang:

“GELDETARIEF VIR INGENIEURSDIENSTE VIR SIVIELE, STRUKTURELE, MEGANIESE, ELEKTRIESE EN ELEKTRONIESE PROJEKTE.”;

- (g) deur regulasie 2.3.1 deur die volgende regulasie te vervang:

“Ten opsigte van werke wat normale eise aan die professionele ingenieur se tyd stel, is die geld neergeleë in regulasies 2.3.1.1, 2.3.1.2, 2.3.1.3 en 2.3.1.4 van toepassing.”;

- (h) deur regulasie 2.3.1.1.1 deur die volgende regulasie te vervang:

“BASIESE GELDE

Indien die koste van die werke—		is die geld die som van die primêre geld gemeld in kolom 1 en die sekondêre geld bereken ingevolge kolom 4	
meer is as— (kolom 1)	maar nie meer is nie as— (kolom 2)	Primêre geld (kolom 3)	Sekondêre geld: Bereken op die totale koste van die werke teen die volgende persentasies (kolom 4)
R	R	R	%
—	120 000	400	10,00
120 000	200 000	1 600	9,00
200 000	300 000	2 600	8,50
300 000	500 000	4 100	8,00
500 000	800 000	6 600	7,50
800 000	1 200 000	10 600	7,00
1 200 000	2 000 000	16 600	6,50
2 000 000	3 000 000	26 600	6,00
3 000 000	6 000 000	41 600	5,50
6 000 000	10 000 000	71 600	5,00
10 000 000	14 000 000	121 600	4,50
14 000 000	24 000 000	156 600	4,25
24 000 000	—	216 600	4,00”;

- (i) deur die tabel vervat in regulasie 2.3.1.1.2 deur die volgende tabel te vervang:

Indien die koste van die gewapende betongedeelte van die werke tesame met die koste van die betrokke deel van die voorlopige en algemene items—		is die bykomende geld die som van die primêre geld gemeld in kolom 3 en die sekondêre geld bereken ingevolge kolom 4	
meer is as— (kolom 1)	maar nie meer is nie as— (kolom 2)	Primêre geld (kolom 3)	Sekondêre geld: Bereken op die totale koste van die gewapende betongedeelte van die werke teen die volgende persentasies (kolom 4)
R	R	R	%
—	1 200 000	—	3,25
1 200 000	1 800 000	3 000	3,00
1 800 000	2 400 000	7 500	2,75
2 400 000	4 000 000	13 500	2,50
4 000 000	6 000 000	33 500	2,00
6 000 000	—	63 500	1,50”;

- (e) by the substitution for regulation 2.2.1.2.3.2 of the following regulation:

“Mechanical, electrical and electronic—50 percent of the fee.”;

- (f) by the substitution for heading of regulation 2.3 of the following heading:

“TARIFF OF FEES FOR ENGINEERING SERVICES FOR CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC PROJECTS.”;

- (g) by the substitution for regulation 2.3.1 of the following regulation:

“In respect of works making normal demands on the time of the professional engineer, the fee shall be as provided in regulations 2.3.1.1, 2.3.1.2, 2.3.1.3 and 2.3.1.4”;

- (h) by the substitution for regulation 2.3.1.1.1 of the following regulation:

“BASIC FEE

Where the cost of the works—		the fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fee (column 3)	Secondary fee: Calculated on the total cost of the works at the following percentages (column 4)
R	R	R	%
—	120 000	400	10,00
120 000	200 000	1 600	9,00
200 000	300 000	2 600	8,50
300 000	500 000	4 100	8,00
500 000	800 000	6 600	7,50
800 000	1 200 000	10 600	7,00
1 200 000	2 000 000	16 600	6,50
2 000 000	3 000 000	26 600	6,00
3 000 000	6 000 000	41 600	5,50
6 000 000	10 000 000	71 600	5,00
10 000 000	14 000 000	121 600	4,50
14 000 000	24 000 000	156 600	4,25
24 000 000	—	216 600	4,00”;

- (i) by the substitution for the table contained in regulation 2.3.1.1.2 of the following table:

Where the cost of the reinforced concrete portion of the works including the cost of the relevant proportion of the preliminary and general items—		the additional fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fee (column 3)	Secondary fee: Calculated on the total cost of the reinforced concrete portion of the works at the following percentages (column 4)
R	R	R	%
—	1 200 000	—	3,25
1 200 000	1 800 000	3 000	3,00
1 800 000	2 400 000	7 500	2,75
2 400 000	4 000 000	13 500	2,50
4 000 000	6 000 000	33 500	2,00
6 000 000	—	63 500	1,50”;

(j) deur die tabel vervat in regulasies 2.3.1.2.1.2 deur die volgende tabel te vervang:

Indien die spoorbaanlengte—		is die geld die som van die primêre geld gemeld in kolom 3 en die sekondêre geld bereken ingevolge kolom 4	
langer is as— (kolom 1)	maar nie langer is nie as— (kolom 2)	Primêre geld (kolom 3)	Tarief vir sekondêre geld bereken op die totale spoorbaanlengte— (kolom 4)
m	m	R	R/m
—	500	160	3,16
500	1 000	790	1,90
1 000	2 000	1 090	1,60
2 000	3 000	1 450	1,42
3 000	5 000	1 930	1,26
5 000	10 000	2 730	1,10
10 000	20 000	4 230	0,95
20 000	50 000	7 430	0,79
50 000	—	15 430	0,63'';

(k) deur die tabel vervat in regulasie 2.3.1.2.2 deur die volgende tabel te vervang:

Tipe padwerk	Persentasie vermindering in geld vir die padwerkgedeelte
Plattelandse en buitestedelike enkelbaanpaaie	20%
Plattelandse deurpaaie en konvensionele dubbelbaanpaaie	5%
Buitestedelike deurpaaie en konvensionele dubbelbaanpaaie	5%
Stedelike strate	Nul
Stedelike deurpaaie konvensionele dubbelbaanpaaie	Nul'';

(l) deur regulasie 2.3.1.3 deur die volgende regulasie te vervang:

“MEGANIESE EN ELEKTRIESE INGENIEURSDIENSTE

Indien die koste van die werke—		is die geld die som van die primêre geld gemeld in kolom 3 en die sekondêre geld bereken ingevolge kolom 4	
meer is as (kolom 1)	maar nie meer is nie as— (kolom 2)	Primêre geld (kolom 3)	Sekondêre geld: Bereken op die totale koste van die werke teen die volgende persentasies (kolom 4)
R	R	R	%
—	120 000	400	10,0
120 000	200 000	1 600	9,0
200 000	300 000	2 600	8,5
300 000	500 000	4 100	8,0
500 000	800 000	6 600	7,5
800 000	1 400 000	10 600	7,0
1 400 000	2 000 000	17 600	6,5
2 000 000	3 000 000	27 600	6,0
3 000 000	7 000 000	42 600	5,5
7 000 000	—	77 600	5,0'';

(m) deur die invoeging van die volgende regulasies na regulasie 2.3.1.3:

“2.3.1.4 ELEKTRONIESE INGENIEURSDIENSTE.

Ten opsigte van elektroniese ingenieurswerk, soos omskryf in regulasie 1.1, sal die gelde soos volg wees:

2.3.1.4.1 BASIESE GELD.

Die geld vir elektroniese ingenieurswerk sal bereken word op die wyse waarop dié vir meganiese en elektriese ingenieurswerk bereken word soos voor-

(j) by the substitution for the table contained in regulation 2.3.1.2.1.2 of the following table:

Where the length of track—		the fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fee (column 3)	Rate for secondary fee calculated on the total length of track (column 4)
m	m	R	R/m
—	500	160	3,16
500	1 000	790	1,90
1 000	2 000	1 090	1,60
2 000	3 000	1 450	1,42
3 000	5 000	1 930	1,26
5 000	10 000	2 730	1,10
10 000	20 000	4 230	0,95
20 000	50 000	7 430	0,79
50 000	—	15 430	0,63'';

(k) by the substitution for the table contained in regulation 2.3.1.2.2 of the following table:

Type of roadwork	Percentage reduction for the roadworks element
Rural and peri-urban single carriageway roads	20%
Rural freeways and conventional double carriageway roads	5%
Peri-urban freeways and conventional double carriageway roads	5%
Urban streets	Nil
Urban freeways and conventional double carriageway roads	Nil'';

(l) by the substitution for regulation 2.3.1.3 of the following regulation:

“MECHANICAL AND ENGINEERING SERVICES

Where the cost of the works—		The fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fee (column 3)	Secondary fee: Calculated on the total cost of the works at the following percentages (column 4)
R	R	R	%
—	120 000	400	10,0
120 000	200 000	1 600	9,0
200 000	300 000	2 600	8,5
300 000	500 000	4 100	8,0
500 000	800 000	6 600	7,5
800 000	1 400 000	10 600	7,0
1 400 000	2 000 000	17 600	6,5
2 000 000	3 000 000	27 600	6,0
3 000 000	7 000 000	42 600	5,5
7 000 000	—	77 600	5,0'';

(m) by the insertion after regulation 2.3.1.3 of the following regulations:

“2.3.1.4 ELECTRONIC ENGINEERING SERVICES.

In respect of electronic engineering work as defined in regulation 1.1 the fee shall be as follows:

2.3.1.4.1 BASIC FEE.

The fee for electronic engineering work shall be calculated in the manner in which that for mechanical and electrical engineering work is calculated as pro-

geskryf in regulasie 2.3.1.1 van die geldetarief, te-
same met ekstra gelde betaalbaar, waaroor die profes-
sionele ingenieur en sy kliënt onderhandel met die
oog op die addisionele ingewikkeldheid van dié soort
werk.

2.3.1.4.2 PROGRAMMERING.

Waar die diens die voorsiening van 'n volledige
program insluit, dit wil sê programontwerp, kodering
en dokumentasie, word die gelde bereken teen twee
derdes van R per programinstruksie, waar R die tarief
is wat neergelê is in regulasie 2.3.4 vir 'n prinsipaal,
vennoot of direkteur.

2.3.1.4.3 ANDER GELYTE DIENSTE.

Gelde ten opsigte van ander gelyste dienste word
berekend op 'n tyd basis teen die tariewe neergelê in
regulasie 2.3.4 uiteengesit:

2.3.1.4.3.1 Na-inwerkingstellingsorg

2.3.1.4.3.2 Programontwerp

2.3.1.4.3.3 Programkodering

2.3.1.4.3.4 Nagaan van dokumentasie

2.3.1.5 WERKE IN VERSKILLENDIGE KATEGORIEË, ANDERSOORTIGE WERKE EN GEFRAGMENTEERDE WERKE.

2.3.1.5.1 Indien die werke onder meer as een van die
hoofkategorieë ressorteer, naamlik siviël (insluitende
struktureel), meganiese, elektriese en elektroniese, word
die geld afsonderlik bereken in ooreenstemming met
regulasie 2.3.1 ten opsigte van die totale koste van die
werke in elk van sodanige kategorieë.

2.3.1.5.2 Indien die werke wesenlike gedeeltes van
andersoortige tipes werk binne die hoofkategorieë
genoem in regulasie 2.3.1.5.1 insluit, moet die kliënt
en die professionele ingenieur ooreenkom oor 'n geld,
wat lê tussen die geld soos voorgeskryf in regulasie
2.3.1, soos van toepassing op die koste van werke
binne die hoofkategorie, en die geld soos voorgeskryf
in regulasie 2.3.1, soos van toepassing op die koste
van elk van die andersoortige tipes werk asof hulle
afsonderlike werke is, ooreenkomstig die mate waarin
die eise gestel aan die professionele ingenieur
ooreenstem met die eise wat elk van sodanige ander-
soortige tipes werk sou stel indien hulle kragtens af-
sonderlike opdragte uitgevoer sou gewees het.

2.3.1.5.3 Indien die werke op afsonderlike nie-aan-
grensende bouterreine onderneem word, of indien die
kontinuiteit van die werk onderbreek word, of indien
die werke van 'n buitengewoon gefragmenteerde aard
is, of as afsonderlike gedokumenteerde fases
ooreenkomstig die behoeftes of met die toestemming
van die kliënt uitgevoer word, kan 'n geld kragtens
2.3.1 bereken word as synde van toepassing op elke
bouterrein, kontrak of fase asof hulle afsonderlike
werke is, of, indien onvanpas, moet daar tussen die
kliënt en die professionele ingenieur ooreengekom
word oor 'n geld wat sal lê tussen die geld soos voor-
geskryf in regulasie 2.3.1 soos van toepassing op die
totale koste van die werke en die geld soos voor-
geskryf in regulasie 2.3.1 soos van toepassing op die
koste van elkeen asof hulle afsonderlike werke is.”;

- (n) deur regulasie 2.3.2.1.2, 2.3.2.1.3 en 2.3.2.1.4 te
skrap, word regulasie 2.3.2.1.5 na 2.3.2.1.2 hernom-
mer;

vided in regulation 2.3.1.1 of this tariff, together with
a surcharge to be negotiated by the professional
engineer and his client to take into account the addi-
tional complexity of this type of work.

2.3.1.4.2 PROGRAMMING.

Where the service includes the provision of a com-
plete programme i.e. programme design, coding and
documentation, the fee shall be calculated at two-
thirds of R per programme instruction where R is the
tariff set out in regulation 2.3.4 for a principal, part-
ner or director.

2.3.1.4.3 OTHER LISTED SERVICES.

Fees for the following other listed services shall be
calculated on a time basis at the tariffs set out in
regulation 2.3.4:

2.3.1.4.3.1 Post-commissioning care

2.3.1.4.3.2 Programme design

2.3.1.4.3.3 Programme coding

2.3.1.4.3.4 Checking of documentation

2.3.1.5 WORKS IN DIFFERENT CATEGORIES, DISSIMILAR WORKS AND FRAGMENTED WORKS.

2.3.1.5.1 Where the works fall in more than one of
the main categories, i.e. civil (including structural),
mechanical, electrical and electronic, the fee shall be
separately calculated in accordance with regulation
2.3.1 in respect of the total cost of the works in each
such category.

2.3.1.5.2 Where the works comprise substantial por-
tions of dissimilar types of work within the main cate-
gories stated in regulation 2.3.1.5.1, the client and
the professional engineer shall agree to a fee, which
shall lie between the fee derived taking regulation
2.3.1 as applicable to the total cost of the works with-
in such main category and the fee derived taking regu-
lation 2.3.1 as applicable to the cost of each of the
dissimilar types of work, as if they were separate
works according to the extent to which the demands
on the professional engineer correspond to the de-
mands of each such dissimilar type of work had it
been executed under a separate assignment.

2.3.1.5.3 Where the works are undertaken on sepa-
rate non-contiguous sites or when continuity of the
works is interrupted or when the works are unusually
fragmented or are being executed as separately docu-
mented phases in accordance with the requirements or
with the consent of the client, the fee may be calcu-
lated taking regulation 2.3.1 as applicable to each
site, contract or phase as if they were separate works,
or, if this is inappropriate, the client and the profes-
sional engineer shall agree to a fee, which shall lie
between the fee derived taking regulation 2.3.1 as
applicable to the total cost of the works and the fee
derived taking regulation 2.3.1 as applicable to the
cost of each as if they were separate works.”;

- (n) by the deletion of regulations 2.3.2.1.2, 2.3.2.1.3
and 2.3.2.1.4, regulation 2.3.2.1.5 being renum-
bered 2.3.2.1.2;

- (o) deur regulasie 2.3.2.2 deur die volgende regulasie te vervang:

"WERKE WAT BUITENGEWOON LAE EISE STEL.

2.3.2.2.1 Ten opsigte van werke of gedeeltes van werke wat buitengewoon lae eise aan die professionele ingenieur stel, moet die kliënt en die professionele ingenieur ooreenkom oor 'n geld vir sodanige werke wat billik is ooreenkomstig redes vir en die omvang van die buitengewone verlaging in die eise wat aan die professionele ingenieur gestel word.

2.3.2.2.2 Ten opsigte van elektroniese ingenieursdienste waar die toerusting of stelsels ten volle deur die eienaar ontwerp is of goedgekeur is deur 'n owerheidsinstansie wat beheer het oor ontwerpe of produkte van die betrokke tipe, moet die aanwending van sodanige ontwerp of produk geag word werk te wees wat minder eise as die normale aan die raadgevende ingenieur stel, en is die ekstra gelde betaalbaar ten opsigte van die ingewikkeldheidsfaktor wat ingebou is in die geldeskaal vir elektroniese ingenieursdienste, nie van toepassing nie. In sodanige gevalle moet die toepaslike geld in ooreenstemming wees met die toepaslike tarief vir meganiese en elektriese ingenieursdienste."

- (p) deur regulasie 2.3.4 deur die volgende regulasie te vervang:

"GELD OP 'N TYDBASIS.

2.3.4.1 Die geldeskaal op 'n tydbasis sal soos volg wees:

Prinsipaal, vennoot of direkteur—15 sent per uur per R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verband staan met 'n direkteursgradeering in die Staatsdiens;

2.3.4.2 lid van gesalarieerde professionele en tegniese personeel—15 sent per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie tariewe geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat indien dit sou blyk dat die tydtarief ingevolge regulasie 2.3.4.2 die tydtarief kragtens regulasie 2.3.4.1 sal oorskry, daar vooraf tussen die betrokke partye ooreengekom word."

6. Regulasie 3 van die Regulasies word hiermee gewysig—

- (a) deur regulasie 3.3.1 deur die volgende regulasie te vervang:

"DIENSTE VAN 'N NORMALE AARD.

3.3.1.1 STRUKTURELE EN SIVIELE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE.

Ten opsigte van werke wat normale eise aan die tyd van 'n professionele ingenieur stel—

indien die koste van die werke—		is die geld die som van die primêre geld gemeld in kolom 3 en die sekondêre geld bereken ooreenkomstig kolom 4	
meer is as—	Maar nie meer is nie as—	Primêre geld	Sekondêre geld Bereken op die totale koste van die werke teen die volgende persentasies (kolom 4)
(kolom 1)	(kolom 2)	(kolom 3)	(kolom 4)
R	R	R	R
—	120 000	400	10,0
120 000	240 000	1 600	9,0
240 000	600 000	4 000	8,0

- (o) by the substitution for regulation 2.3.2.2 of the following regulation:

"WORKS MAKING UNUSUALLY LOW DEMANDS.

2.3.2.2.1 In respect of works or parts of works which make demands on the professional engineer which are unusually low, the client and the professional engineer shall agree to a fee for such works, which shall be equitable in accordance with the causes and extent of the unusual reduction in the demands on the professional engineer.

2.3.2.2.2 In respect of electronic engineering services where equipment or systems are of wholly proprietary design or are approved by a Government body having control over designs or products of the type in question, the application of such a design or product is to be regarded as work making less than normal demands on the consulting engineer, and the surcharge in respect of the complexity factor built into the fee scale for electronic engineering services will not apply. In such cases the fee shall be in accordance with the applicable tariff for mechanical and electrical engineering services."

- (p) by the substitution for regulation 2.3.4 of the following regulation:

"TIME BASIS FEE.

2.3.4.1 The scale of fees on a time basis shall be as follows:

Principal, partner or director—15 cents per hour per R100 or part thereof of the total annual salary attached to a director's grading in the public service;

2.3.4.2 member of salaried professional and technical staff—15 cents per hour per R100 or part thereof of his total annual salary including regular bonus, if any: Provided that these rates shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately: Provided further that if it should be found that the time basis fee in terms of regulation 2.3.4.2 will exceed the time basis fee in terms of regulation 2.3.4.1, the fee shall be agreed upon beforehand by the relevant parties."

6. Regulation 3 of the Regulations is hereby amended—

- (a) by the substitution for regulation 3.3.1 of the following regulation:

"SERVICES OF NORMAL CHARACTER.

3.3.1.1 STRUCTURAL AND CIVIL ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS.

In respect of works making normal demands on the time of the professional engineer—

where the cost of the works—		the fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds—	but does not exceed—	Primary fee	Secondary fee: Calculated on the total cost of the works at the following percentages (column 4)
(column 1)	(column 2)	(column 3)	(column 4)
R	R	R	%
—	120 000	400	10,0
120 000	240 000	1 600	9,0
240 000	600 000	4 000	8,0

indien die koste van die werke—		is die geld die som van die primêre geld gemeld in kolom 3 en die sekondêre geld bereken ooreenkomstig kolom 4	
meer is as— (kolom 1)	Maar nie meer is nie as— (kolom 2)	Primêre geld (kolom 3)	Sekondêre geld Bereken op die totale koste van die werke teen die volgende persentasies (kolom 4)
R	R	R	%
600 000	1 200 000	7 000	7,5
1 200 000	2 400 000	13 000	7,0
2 400 000	6 000 000	25 000	6,5
6 000 000	—	55 000	6,0

3.3.1.2 GEFRAGMENTEERDE WERKE.

Indien die werke op afsonderlike nie-aangrensende bouterreine onderneem word, of indien die kontinuiteit van die werk onderbreek word, of indien die werke van 'n buitengewoon gefragmenteerde aard is, of as afsonderlik gedokumenteerde fases ooreenkomstig die behoeftes of met die toestemming van die kliënt uitgevoer word, kan 'n geld kragtens regulasie 3.3.1.1 bereken word as synde van toepassing op elke bouterrein, kontrak of fase asof hulle afsonderlike werke is, of, indien onvanpas, moet daar tussen die kliënt en die professionele ingenieur ooreengekom word oor 'n geld wat sal lê tussen die geld soos voorgeskryf in regulasie 3.3.1.1, soos van toepassing op die totale koste van die werke, en die geld soos voorgeskryf in regulasie 3.3.1.1, soos van toepassing op die koste van elkeen asof hulle afsonderlik werke is.”;

- (b) deur regulasie 3.3.2.1.1.2 te skrap, word regulasie 3.3.2.1.1.3 na 3.3.2.1.1.2 hernoem; en
(c) deur regulasie 3.3.4 deur die volgende regulasie te vervang:

“GELD OP 'N TYDBASIS.

3.3.4.1 Die geldeskaal op 'n tydbasis sal soos volg wees:

Prinsipaal, vennoot of direkteur—15 sent per uur per R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verbind staan met 'n direkteursgradering in die Staatsdiens;

3.3.4.2 lid van gesalarieerde professionele en tegniese personeel—15 sent per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie tariewe geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat indien dit sou blyk dat die tydtarief ingevolge regulasie 3.3.4.2 die tydtarief kragtens regulasie 3.3.4.1 sal oorskry, daar vooraf tussen die betrokke partye ooreengekom word.”.

7. Regulasie 4 van die Regulasies word hiermee gewysig—

- (a) deur die opskrif van regulasie 4 deur die volgende opskrif te vervang:

“MEGANIESE, ELEKTRIESE EN ELEKTRONIESE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE.”;

- (b) deur die opskrif van regulasie 4.2 deur die volgende opskrif te vervang:

“VERGOEDING VAN EN BASIS VAN BETALING AAN DIE PROFESSIONELE INGENIEUR VIR MEGANIESE, ELEKTRIESE EN ELEKTRONIESE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE.”;

where the cost of the works—		the fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fee (column 3)	Secondary fee: Calculated on the total cost of the works at the following percentages (column 4)
R	R	R	%
600 000	1 200 000	7 000	7,5
1 200 000	2 400 000	13 000	7,0
2 400 000	6 000 000	25 000	6,5
6 000 000	—	55 000	6,0

3.3.1.2 FRAGMENTED WORKS.

Where works are undertaken on separate non-contiguous sites or when continuity of the work is interrupted or the works are unusually fragmented or are being executed as separately documented phases in accordance with the requirements or with the consent of the client, the fee may be calculated taking regulation 3.3.1.1 as applicable to each site, contract or phase as if they were separate works, or, if this is inappropriate, the client and the professional engineer shall agree to a fee which shall lie between the fee derived taking regulation 3.3.1.1 as applicable to the total cost of the works and the fee derived taking regulation 3.3.1.1 as applicable to the cost of each as if they were separate works.”;

- (b) by the deletion of regulation 3.3.2.1.1.2, regulation 3.3.2.1.1.3 being renumbered 3.3.2.1.1.2; and
(c) by the substitution for regulation 3.3.4 of the following regulations:

“TIME BASIS FEE.

3.3.4.1 The scale of fees on a time basis shall be as follows:

Principal, partner or director—15 cents per hour per R100 or part thereof of the total annual salary attached to a director's grading in the Public Service;

3.3.4.2 member of salaried professional and technical staff—15 cents per hour per R100 or part thereof of his total annual salary including regular bonus, if any: Provided that these rates shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately: Provided further that if it should be found that the time basis fee in terms of regulation 3.3.4.2 will exceed the time basis fee in terms of regulation 3.3.4.1, the fee shall be agreed upon beforehand between the relevant parties.”.

7. Regulation 4 of the Regulations is hereby amended—

- (a) by the substitution for the heading of regulation 4 of the following heading:

“MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS.”;

- (b) by the substitution for the heading of regulation 4.2 of the following heading:

“REMUNERATION OF AND BASIS OF PAYMENT OF THE PROFESSIONAL ENGINEER IN RESPECT OF MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS.”;

- (c) deur regulasie 4.2.1.1 deur die volgende regulasie te vervang:

“VOLLEDIGE NORMALE DIENSTE.

Behoudens regulasie 4.2.1.1.2 word die vergoeding aan 'n professionele ingenieur vir die normale dienste wat hy ooreenkomstig regulasie 4.1.1 verrig, bereken op die basis van en wyse uiteengesit in regulasie 4.3.1 en 4.3.2 en is dit, tensy anders ooreengekom, soos volg aan die professionele ingenieur betaalbaar:

4.2.1.1.1 VERSLAGSTADIUM—REGULASIE 4.1.1.1.

Die geld moet bereken word op 'n tyd basis teen die tariewe genoem in regulasie 4.3.4 en is betaalbaar aan die professionele ingenieur, tensy andersins ooreengekom, wanneer die voorlopige voorstelle of gangbaarheidsstudies aan die kliënt voorgelê word.

4.2.1.1.2 DAAROPVOLGENDE STADIA—REGULASIES 4.1.1.2, 4.1.1.3 EN 4.1.1.4.

Behoudens regulasie 4.2.1.1.5, word die geld bereken op die basis en wyse uiteengesit in regulasie 4.3.1 en 4.3.2, en word dit tensy anders ooreengekom, soos volg aan 'n professionele ingenieur betaalbaar:

4.2.1.1.2.1 VOORLOPIGE ONTWERPSTADIUM—REGULASIE 4.1.1.2.

Twintig persent van die geld wanneer sodanige dienste wat nodig is vir die voorlopige ontwerp stadium, voltooi is, onderworpe daaraan dat die professionele ingenieur 'n toepaslike krediet toestaan vir die waarde van sodanige ontwerpwerk wat verband hou met aanvaarde voorstelle en wat uitgevoer is ingevolge regulasie 4.1.1.1, en wat gebruik kan word of gebruik is vir die ontwikkeling van die voorlopige ontwerp.

4.2.1.1.2.2. ONTWERP EN TENDERSTADIUM—REGULASIE 4.1.1.3.

'n Verdere veertig persent van die geld wanneer sodanige dienste wat nodig mag wees vir die ontwerp en tender stadium, voltooi is.

4.2.1.1.2.3 KONSTRUKSIESTADIUM—REGULASIE 4.1.1.4.

4.2.1.1.2.3.1 'n Verdere 35 persent van die geld in verhouding tot die koste van die werk wat voltooi is, wanneer die installasiewerk voortgaan.

4.2.1.1.2.3.2 Die orige 5 persent van die geld na afhandeling van die finale kontrakrekening.

4.2.1.1.2 GEDEELTELIKE NORMALE DIENSTE.

Wanneer die professionele ingenieur aangestel is om dienste te verrig wat nie alle stadia insluit soos genoem in regulasie 4.1.1.1, 4.1.1.2, 4.1.1.3 en 4.1.1.4 nie, moet die geld soos volg toegedeel word:

4.2.1.1.3.1 Slegs verslag stadium en voorlopige ontwerp stadium—30 persent van die geld;

4.2.1.1.3.2 slegs verslag stadium, voorlopige ontwerp stadium, ontwerp-en tender stadium—70 persent van die geld;

4.2.1.1.3.3 slegs konstruksiestadium—50 persent van die geld.”;

- (d) deur die opskrif van regulasie 4.3. deur die volgende opskrif te vervang:

“GELDTARIEF VIR MEGANIESE, ELEKTRIESE EN ELEKTRONIESE INGENIEURSDIENSTE IN VERBAND MET BOUPROJEKTE.”;

- (c) by the substitution for regulation 4.2.1.1 of the following regulation:

“FULL NORMAL SERVICES.

Subject to regulation 4.2.1.1.2, the remuneration of the professional engineer for the normal services performed by him under regulation 4.1.1 shall be calculated on the basis and in the manner set out in regulations 4.3.1 and 4.3.2 and shall, unless otherwise agreed, become due to the professional engineer as follows:

4.2.1.1.1 REPORT STAGE—REGULATION 4.1.1.1

The fee shall be calculated on a time basis at the rates set out in regulation 4.3.4 and shall become due to the professional engineer, unless otherwise agreed on the submission of the preliminary proposals or feasibility studies to the client.

4.2.1.1.2 SUBSEQUENT STAGES—REGULATIONS 4.1.1.2, 4.1.1.3 AND 4.1.1.4.

Subject to regulation 4.2.1.1.5 the fee shall be calculated on the basis and in the manner set out in regulations 4.3.1 and 4.3.2 and shall, unless otherwise agree, become due to the professional engineer as follows:

4.2.1.1.2.1 PRELIMINARY DESIGN STAGE—REGULATION 4.1.1.2.

Twenty per cent of the fee when such services as may be necessary for the preliminary design stage have been completed, subject to the professional engineer's allowing an appropriate credit for the value of such design work related to the accepted proposals and carried out under regulation 4.1.1.1 and which can be or is utilised in the development of the preliminary design.

4.2.1.1.2.2 DESIGN AND TENDER STAGE—REGULATION 4.1.1.3.

A further 40 per cent of the fee when such services as may be necessary for the design and tender stage have been completed.

4.2.1.1.2.3 CONSTRUCTION STAGE—REGULATION 4.1.1.4.

4.2.1.1.2.3.1 As the installation work proceeds, a further 35 per cent of the fee in proportion to the cost of work completed.

4.2.1.1.2.3.2 The remaining 5 per cent of the fee on completion of the final contract account.

4.2.1.1.3 PARTIAL NORMAL SERVICES.

Where the professional engineer is appointed to perform services not constituting all the stages set out in regulations 4.1.1.1, 4.1.1.2, 4.1.1.3 and 4.1.1.4, the fee shall be apportioned as follows:

4.2.1.1.3.1 Report stage and preliminary design stage only—30 per cent of the fee;

4.2.1.1.3.2 report stage, preliminary design stage and the design and tender stage only—70 per cent of the fee;

4.2.1.1.3.3 construction stage only—50 per cent of the fee.”;

- (d) by the substitution for the heading of regulation 4.3 of the following heading:

“TARIFF OF FEES FOR MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS.”;

- (e) deur regulasie 4.3.1.1 deur die volgende regulasie te vervang:

“MEGANIESE EN ELEKTRIESE INGENIEURSDIENSTE.

4.3.1.1.1 BASIESE GELD.

Indien die koste van die werke—		Is die geld die som van die primêre geld gemeld in kolom 3 en die sekondêre geld bereken ooreenkomstig kolom 4	
meer is as— (kolom 1)	maar nie meer is nie as— (kolom 2)	Primêre geld (kolom 3)	Sekondêre geld: Bereken op die totale koste van die werke teen die volgende persentasies (kolom 4)
R	R	R	%
—	60 000	300	10,0
60 000	120 000	900	9,0
120 000	300 000	2 100	8,0
300 000	600 000	3 600	7,5
600 000	1 400 000	6 600	7,0
1 400 000	3 000 000	13 600	6,5
3 000 000	—	28 600	6,0

4.3.1.1.2 BYKOMENDE GELD VIR WYSIGINGS.

Die bykomende geld vir die opmeet of beraming van alle variasies in 'n rondebekragkontrak is die volgende:

4.3.1.1.2.1 2,5 persent van die koste van bykomende werke, met uitsluiting van primêre koste-items, maar met insluiting van die koste van items wat onder voorlopige bedrae bestel is; en

4.3.1.1.2.2 2,5 persent van die waarde van weggegate werke met uitsluiting van die waarde van enige toevallige, primêre koste- of voorlopige bedrae: Met dien verstande dat die bykomende geld nie gehêf word nie in gevalle waar hoeveelheidslyste deur die professionele ingenieur opgestel is en waar betaling ingevolge regulasie 4.3.3.3 gemaak word;”

- (f) deur regulasie 4.3.1.2 deur die volgende regulasie te vervang:

“ELEKTRONIESE INGENIEURSDIENSTE.

Ten opsigte van elektroniese ingenieurswerk, soos omskryf in regulasie 1.1, sal die geld soos volg wees:

4.3.1.2.1 BASIESE GELD.

Die geld vir elektroniese ingenieurswerk sal bereken word op die wyse waarop dié vir meganiese en elektriese ingenieurswerk bereken word, soos voorgeskryf in regulasie 2.3.1.1 van die geldetarief, tesame met ekstra gelde betaalbaar, waaroor die professionele ingenieur en sy kliënt onderhandel met die oog op die addisionele ingewikkeldheid van dié soort werk.

4.3.1.2.2 PROGRAMMERING.

Waar die diens die volledige voorsiening van 'n volledige program insluit, naamlik programontwerp, kodering en dokumentasie, word die geld bereken teen twee derdes van R per programinstruksie, waar R die tarief is wat neergeleë is in regulasie 2.3.4 vir 'n prinsipaal, vennoot of direkteur.

4.3.1.2.3 ANDER GELYSSTE DIENSTE.

Gelde ten opsigte van die volgende ander gelyste dienste word bereken op 'n tydbasis teen die tariewe in regulasie 2.3.4 uiteengesit:

4.3.1.2.3.1 Na-inwerkingstellingsorg

4.3.1.2.3.2 Programontwerp

4.3.1.2.3.3 Programkodering

4.3.1.2.3.4 Nagaan van dokumentasie

- (e) by the substitution for regulation 4.3.1.1 of the following regulation:

“MECHANICAL AND ELECTRICAL ENGINEERING SERVICES.

4.3.1.1.1 BASIC FEE.

Where the cost of the works—		the fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fee (column 3)	Secondary fee: Calculated on the total cost of the works at the following percentages (column 4)
R	R	R	%
—	60 000	300	10,0
60 000	120 000	900	9,0
120 000	300 000	2 100	8,0
300 000	600 000	3 600	7,5
600 000	1 400 000	6 600	7,0
1 400 000	3 000 000	13 600	6,5
3 000 000	—	28 600	6,0

4.3.1.1.2 ADDITIONAL FEE FOR VARIATIONS.

The additional fee for the measurement or assessment of all variations to a lump sum contract shall be—

4.3.1.1.2.1 2,5 per cent of the cost of additional works excluding prime cost items, but including the cost of items ordered under the provisional sums; and

4.3.1.1.2.2 2,5 per cent of the value of omitted works excluding the value of any contingency sums, prime cost sums or provisional sums: Provided that the additional fee shall not be charged in cases where schedules of quantities are prepared by the professional engineer and payment is made under regulation 4.3.3.3.”;

- (f) by the substitution for regulation 4.3.1.2 of the following regulation:

“ELECTRONIC ENGINEERING SERVICES.

In respect of electronic engineering work as defined in regulation 1.1 the fee shall be as follows:

4.3.1.2.1 BASIC FEE.

The fee for electronic engineering work shall be calculated in the manner in which that for mechanical and electrical engineering work is calculated as provided in regulation 2.3.1.1 of this tariff, together with a surcharge to be negotiated by the professional engineer and his client to take into account the additional complexity of this type of work.

4.3.1.2.2 PROGRAMMING.

Where the service includes the provision of a complete programme, i.e. programme design, coding and documentation, the fee shall be calculated at two-thirds of R per programme instruction where R is the tariff set out in regulation 2.3.4 for a principal, partner or director.

4.3.1.2.3 OTHER LISTED SERVICES.

Fees for the following other listed services shall be calculated on a time basis at the tariffs set out in regulation 2.3.4:

4.3.1.2.3.1 Post-commissioning care

4.3.1.2.3.2 Programme design

4.3.1.2.3.3 Programme coding

4.3.1.2.3.4 Checking of documentation

4.3.1.2.4 BYKOMENDE GELD VIR WYSIGINGS.

Die bykomende geld vir die opmeet of beraming van alle variasies in 'n rondebetalingskontrak is die volgende:

4.3.1.2.4.1 2,5 persent van die koste van die bykomende werke, met uitsluiting van primêre koste-items, maar met insluiting van die koste van items wat onder voorlopige bedrae bestel is; en

4.3.1.2.4.2 2,5 persent van die waarde van die weggelate werke met uitsluiting van die waarde van enige toevallige, primêre kostebedrae of voorlopige bedrae: Met dien verstande dat die bykomende geld nie gehêf word nie in gevalle waar hoeveelhedslyste deur die professionele ingenieur opgestel is en waar betaling ingevolge regulasie 4.3.3.3 gemaak word.

4.3.1.3 WERKE IN VERSKILLENDE KATEGORIEË, ANDERSOORTIGE EN GEFRAGMENTEERDE WERKE.

4.3.1.3.1 Indien die werke onder meer as een van die hoofkategorieë ressorteer, naamlik meganiese, elektriese en elektroniese, word die geld afsonderlik bereken in ooreenstemming met regulasie 4.3.1 ten opsigte van die totale koste van die werke in elk van sodanige kategorieë.

4.3.1.3.2 Indien die werke wesenlike gedeeltes van andersoortige tipes werk binne die hoofkategorieë genoem in regulasie 4.3.1.3.1 insluit, moet die kliënt en die professionele ingenieur ooreengekom oor 'n geld, wat lê tussen die geld soos voorgeskryf in regulasie 4.3.1, soos van toepassing op die totale koste van werke binne die hoofkategorie, en die geld soos voorgeskryf in regulasie 4.3.1, soos van toepassing op die koste van elk van die andersoortige tipes werk asof hulle afsonderlike werke is, ooreenkomstig die mate waarin die eise gestel aan die professionele ingenieur ooreenstem met die eise wat elk van sodanige andersoortige tipes werk sou stel indien hulle kragtens afsonderlike opdragte uitgevoer sou gewees het.

4.3.1.3.3 Indien die werke op afsonderlike nie-aangrensende bouterreine onderneem word, of indien die kontinuiteit van die werke onderbreek word, of indien die werke van buitengewoon gefragmenteerde aard is, of as afsonderlike gedokumenteerde fases ooreenkomstig die behoeftes of met die toestemming van die kliënt uitgevoer word, kan 'n geld kragtens regulasie 4.3.1 bereken word as synde van toepassing op elke bouterrein, kontrak of fase, asof dit afsonderlike werke is, of, indien onvanpas, moet daar tussen die kliënt en die professionele ingenieur ooreengekom word oor 'n geld wat sal lê tussen die geld soos voorgeskryf in regulasie 4.3.1, soos van toepassing op die totale koste van die werke, en die geld soos voorgeskryf in regulasie 4.3.1, soos van toepassing op die koste van elkeen asof hulle afsonderlike werke is.”;

- (g) deur regulasies 4.2.3.1.2, 4.3.2.1.3 en 4.3.2.1.4 te skrap, word regulasie 4.3.2.1.5 na 4.3.2.1.2 hernommer;
- (h) deur regulasie 4.3.2.2 deur die volgende regulasie te vervang:

“WERKE WAT BUITENGEWOON LAE EISE STEL.

4.3.2.2.1 Ten opsigte van werke of gedeeltes van werke wat buitengewoon lae eise aan die professionele ingenieur stel, moet die kliënt en die professionele ingenieur ooreenkom oor 'n geld vir sodanige werke wat billik is ooreenkomstig die redes vir en die omvang van die buitengewone verlaging in die eise wat aan die professionele ingenieur gestel word.

4.3.1.2.4 ADDITIONAL FEE FOR VARIATIONS.

The additional fee for the measurement or assessment of all variations to a lump sum contract shall be:

4.3.1.2.4.1 2,5 per cent of the cost of additional works excluding prime cost items, but including the cost of items ordered under the provisional sums; and

4.3.1.2.4.2 2,5 per cent of the value of omitted works excluding the value of any contingency sums, prime cost sums or provisional sums: Provided that the additional fee shall not be charged in cases where schedules of quantities are prepared by the professional engineer and payment is made under regulation 4.3.3.3.

4.3.1.3 WORKS IN DIFFERENT CATEGORIES, DISSIMILAR WORKS AND FRAGMENTED WORKS.

4.3.1.3.1 Where the works fall in more than one of the main categories, i.e. mechanical, electrical and electronic, the fee shall be separately calculated in accordance with regulation 4.3.1 in respect of the total cost of the works in each such category.

4.3.1.3.2 Where the works comprise substantial portions of dissimilar types of work within the main categories stated in regulation 4.3.1.3.1, the client and the professional engineer shall agree to a fee, which shall lie between the fee derived taking regulation 4.3.1 as applicable to the total cost of the works within such main category and the fee derived taking regulation 4.3.1 as applicable to the cost of each of the dissimilar types of work, as if they were separate works according to the extent to which the demands on the professional engineer correspond to the demands of each such dissimilar type of work had it been executed under a separate assignment.

4.3.1.3.3 Where works are undertaken on separate non-contiguous sites, or when continuity of the works is interrupted or when the works are unusually fragmented or are being executed as separately documented phases in accordance with the requirements or with the consent of the client, the fee may be calculated taking regulation 4.3.1 as applicable to each site, contract or phase as if they were separate works or, if this is inappropriate, the client and the professional engineer shall agree to the fee which shall lie between the fee derived taking regulation 4.3.1 as applicable to the total cost of the works and the fee derived taking regulation 4.3.1 as applicable to the cost of each as if they were separate works.”;

- (g) by the deletion of regulations 4.3.2.1.2, 4.3.2.1.3 and 4.3.2.1.4, regulation 4.3.2.1.5 being renumbered regulation 4.3.2.1.2;
- (h) by the substitution for regulation 4.3.2.2 of the following regulation:

“WORKS MAKING UNUSUALLY LOW DEMANDS.

4.3.2.2.1 In respect of works or parts of works which make demands on the professional engineer which are unusually low, the client and the professional engineer shall agree to a fee for such works, which shall be equitable in accordance with the causes and extent of the unusual reduction in the demands of the professional engineer.

4.3.2.2.2 Ten opsigte van elektroniese ingenieursdienste waar die toerusting of stelsels ten volle deur die eienaar ontwerp is of goedgekeur is deur 'n owerheidsinstansie wat beheer het oor ontwerpe of produkte van die betrokke tipe, moet die aanwending van sodanige ontwerp of produk geag word werk te wees wat minder eise as die normale aan die raadgewende ingenieur stel, en is die ekstra bedrag betaalbaar ten opsigte van die ingewikkeldheidsfaktor wat ingebou is in die geldeskaal vir elektroniese ingenieursdienste, nie van toepassing nie. In sodanige gevalle moet die toepaslike geld in ooreenstemming wees met die toepaslike tarief vir meganiese en elektriese ingenieursdienste.”;

- (i) deur regulasie 4.3.3.3 deur die volgende regulasie te vervang:

“HOEVEELHEIDSLYSTE.

Die bykomende geld, bo en behalwe die basiese geld neergelê in regulasies 4.3.1.1.1 en 4.3.1.2.1 vir dienste verrig ooreekomstig regulasie 4.1.2.3, word bereken kragtens regulasies 4.3.3.3.1 of 4.3.3.3.2, na gelang van die prosedure wat gevolg is.”;

- (j) deur die tabel vervat in regulasie 4.3.3.3.1 deur die volgende tabel te vervang:

Indien die koste van die werke in die hoeveelheidslyste		is die geld die som van die primêre geld gemeld in kolom 3 en die sekondêre geld bereken in gevolgde kolom 4	
meer is as— (kolom 1)	maar nie meer is nie as— (kolom 2)	Primêre geld (kolom 3)	Sekondêre geld: Bereken op die totale koste van die werke teen die volgende persentasie (kolom 4)
R	R	R	%
—	120 000	—	3,000
120 000	600 000	300	2,750
600 000	1 600 000	1 800	2,500
1 600 000	3 200 000	3 800	2,375
3 200 000	4 800 000	7 800	2,250
4 800 000	7 200 000	13 800	2,125
7 200 000	—	22 800	2,000”;

- (k) deur regulasie 4.3.3.3.2.2 deur die volgende regulasie te vervang:

“vir die daaropvolgende hermeting van die hoeveelhede en die opstel van die aanvangs- en bedryfshoeveelheidslyste is die geld bykomend tot dié in regulasie 4.3.3.3.2.1, die geld vir die opstel van die aanvangs- en bedryfshoeveelheidslyste in regulasie 4.3.3.3.1 genoem, 'n toepaslike krediet vir die waarde van sodanige gedeelte van die voorlopige lyse wat opgestel is ingevolge regulasie 4.3.3.3.2.1 en wat gebruik is of kan word sonder hermeting of wysiging van die finale lyse.”;

- (l) deur regulasie 4.3.3.3.3 deur die volgende regulasie te vervang:

“Indien 'n bourekenaar deur die kliënt aangestel is om bourekenaarsdienste ten opsigte van die ingenieurswerke te lewer, word die geld vir die verstrekking aan die bourekenaar van inligting wat bykomend is tot dié wat normaalweg verstrek word, bereken op 'n tydbasis ooreekomstig die tariewe neergelê in regulasie 4.3.4.”;

4.3.2.2.2 In respect of electronic engineering services where equipment or systems are wholly proprietary designed or are approved by a Government body having control over designs or products of the type in question, the application of such a design or product is to be regarded as work making less than normal demands on the consulting engineer, and the surcharge in respect of the complexity factor built into the fee scale for electronic engineering services will not apply. In such cases the fee shall be in accordance with the applicable tariff for mechanical and electrical engineering services.”;

- (i) by the substitution for regulation 4.3.3.3 of the following regulation:

“SCHEDULES OF QUANTITIES.

The additional fee, over and above the basic fee as prescribed in regulations 4.3.1.1.1 and 4.3.1.2.1, for services performed under regulation 4.1.2.3, shall be based on regulation 4.3.3.3.1 or 4.3.3.3.2 or 4.3.3.3.3 according to the procedure adopted.”;

- (j) by the substitution for the table contained in regulation 4.3.3.3.1 of the following table:

Where the cost of the works in the schedules of quantities—		the fee shall be the sum of the primary fee stated in column 3 and the secondary fee calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fee (column 3)	Secondary fee: Calculated on the total cost of the works at the following percentages (column 4)
R	R	R	%
—	120 000	—	3,000
120 000	600 000	300	2,750
600 000	1 600 000	1 800	2,500
1 600 000	3 200 000	3 800	2,375
3 200 000	4 800 000	7 800	2,250
4 800 000	7 200 000	13 800	2,125
7 200 000	—	22 800	2,000”;

- (k) by the substitution for regulation 4.3.3.3.2.2 of the following regulation:

“for the subsequent remeasurement of the quantities and the preparation of the elemental and operational schedules of quantities, the fee in addition to that set out in regulation 4.3.3.3.2.1 shall be the fee for the preparation of the elemental and operational schedule of quantities as set out in regulation 4.3.3.3.1, allowing an appropriate credit for the value of such portion of the provisional schedules prepared under regulation 4.3.3.3.2.1 as can be or is utilised without remeasurement or alteration in the final schedules.”;

- (l) by the substitution for regulation 4.3.3.3.3 of the following regulation:

“If a quantity surveyor is appointed by the client to perform quantity surveying services in respect of the engineering works, the fee for providing the quantity surveyor with information in addition to that normally provided, shall be calculated on a time bases at the rates in accordance with regulation 4.3.4.”;

- (m) deur regulasie 4.3.4 deur die volgende regulasie te vervang:

“GELD OP 'N TYDBASIS.

4.3.4.1 Die geldeskaal op 'n tydbasis sal soos volg wees:

Prinsipaal, vennoot of direkteur—15 sent per uur per R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verband staan met 'n direkteursgrade-ring in die Staatsdiens;

4.3.4.2 lid van gesalarieerde professionele en tegniese personeel—15 sent per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie tariewe geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat indien dit sou blyk dat die tydtarief ingevolge regulasie 4.3.4.2 die tydtarief kragtens regulasie 4.3.4.1 sal oorskry, daar vooraf tussen die betrokke partye ooreengekom word.”.

DEPARTEMENT VAN STAATKUNDIGE ONTWIKKELING EN BEPLANNING

No. R. 1747

22 Augustus 1986

REGULASIES OPGESTEL KRAGTENS DIE WET OP MAATSKAPLIKE PENSIOENE, 1973, MET BETREK-KING TOT SWARTES IN DIE REPUBLIEK.—WYSI-GING VAN GOEWERMENSKENNISGEWING R. 1034 VAN 1974

Ek, Petrus Johannes Badenhorst, Adjunk-minister van Staatskundige Ontwikkeling en Beplanning, handelende namens die Minister van Staatskundige Ontwikkeling en Beplanning, wysig hierby kragtens die bevoegdheid hom verleen by artikel 17 (1) van die Wet op Maatskaplike Pensioene, 1973 (Wet 37 van 1973), gelees met Proklamasies R. 219 van 1973 en R. 155 van 1985, die regulasies vervat in die Bylae van Goewermenskenisgewing R. 1034 van 21 Junie 1974, ooreenkomstig bygaande Bylae. Die bepalings van hierdie Bylae word geag op 1 Oktober 1985 in werking te getree het.

P. J. BADENHORST,

Adjunk-minister van Staatskundige Ontwikkeling en Beplanning.

BYLAE

1. Vervang—

- (a) die uitdrukking “R480” in regulasie 12 (d) deur die uitdrukking “R540”; en
(b) die uitdrukking “R120” in regulasie 14 deur die uitdrukking “R192”.

2. Vervang Aanhangel 1 deur bygaande Aanhangel.

AANHANGSEL 1

TABEL WAARVOLGENS MAATSKAPLIKE PENSIOENE MET IN-GANG VAN 1 OKTOBER 1985 TOEGEKEN MOET WORD

Inkomstegroep	Jaarlikse inkomste (middele en omstandig- hede in ag geneem)	Maksimum toekenning	
		Jaarliks	Maande- liks
I.....	Nul tot R270	R948	R79,00
II.....	Bo R270 tot R276	R942	R78,50
III.....	Bo R276 tot R282	R936	R78,00
IV.....	Bo R282 tot R288	R930	R77,50
V.....	Bo R288 tot R294	R924	R77,00
VI.....	Bo R294 tot R300	R918	R76,50
VII.....	Bo R300 tot R306	R912	R76,00

- (m) and by the substitution for regulation 4.3.4 of the following regulation:

“TIME BASES FEE.

4.3.4.1 The scale of fees on a time basis shall be as follows:

Principal, partner or director—15 cents per hour per R100 or part thereof of the total annual salary attached to a director's grading in the public service;

4.3.4.2 member of salaried professional and technical staff—15 cents per hour per R100 or part thereof of his total annual salary including regular bonus, if any: Provided that these rates shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately: Provided further that if it should be found that the time bases fee in terms of regulation 4.3.4.2 will exceed the time basis fee in terms of regulation 4.3.4.1, the fee shall be agreed upon beforehand between the relevant parties.”.

DEPARTMENT OF CONSTITUTIONAL DEVELOPMENT AND PLANNING

No. R. 1747

22 August 1986

REGULATIONS FRAMED UNDER THE SOCIAL PEN-SIONS ACT, 1973, IN RESPECT OF BLACKS IN THE REPUBLIC.—AMENDMENT OF GOVERNMENT NO-TICE R. 1034 OF 1974

I, Petrus Johannes Badenhorst, Deputy Minister of Constitutional Development and Planning, acting on behalf and by direction of the Minister of Constitutional Development and Planning, by virtue of the powers vested in him by section 17 (1) of the Social Pensions Act, 1973 (Act 37 of 1973), read with Proclamations R. 219 of 1973 and R. 155 of 1985, hereby amend, the regulations contained in the Schedule to Government Notice R. 1034, dated 21 June 1974, in accordance with the accompanying Schedule. The provisions of this Schedule shall be deemed to have come into operation on 1 October 1985.

P. J. BADENHORST,

Deputy Minister of Constitutional Development and Planning.

SCHEDULE

1. Substitute—

- (a) the expression “R540” for the expression “R480” in regulation 12 (d); and
(b) the expression “R192” for the expression “R120” in regulation 14.

2. Substitute the Annexure hereto for Annexure 1.

ANNEXURE 1

TABEL ACCORDING TO WHICH SOCIAL PENSIONS ARE TO BE GRANTED WITH EFFECT FROM 1 OCTOBER 1985

Income group	Annual income (allowing for means and circumstances)	Maximum grant	
		Annual	Monthly
I.....	Nil to R270	R948	R79,00
II.....	Over R270 to R276	R942	R78,50
III.....	Over R276 to R282	R936	R78,00
IV.....	Over R282 to R288	R930	R77,50
V.....	Over R288 to R294	R924	R77,00
VI.....	Over R294 to R300	R918	R76,50
VII.....	Over R300 to R306	R912	R76,00

Inkomstegroep	Jaarlikse inkomste (middele en omstandig- hede in ag geneem)	Maksimum toekenning		Income group	Annual income (allowing for means and circumstances)	Maximum grant	
		Jaarliks	Maande- liks			Annual	Monthly
VIII	Bo R306 tot R312	R906	R75,50	VIII	Over R306 to R312	R906	R75,50
IX	Bo R312 tot R318	R900	R75,00	IX	Over R312 to R318	R900	R75,00
X	Bo R318 tot R324	R894	R74,50	X	Over R318 to R324	R894	R74,50
XI	Bo R324 tot R330	R888	R74,00	XI	Over R324 to R330	R888	R74,00
XII	Bo R330 tot R336	R882	R73,50	XII	Over R330 to R336	R882	R73,50
XIII	Bo R336 tot R342	R876	R73,00	XIII	Over R336 to R342	R876	R73,00
XIV	Bo R342 tot R348	R870	R72,50	XIV	Over R342 to R348	R870	R72,50
XV	Bo R348 tot R354	R864	R72,00	XV	Over R348 to R354	R864	R72,00
XVI	Bo R354 tot R360	R858	R71,50	XVI	Over R354 to R360	R858	R71,50
XVII	Bo R360 tot R366	R852	R71,00	XVII	Over R360 to R366	R852	R71,00
XVIII	Bo R366 tot R372	R846	R70,50	XVIII	Over R366 to R372	R846	R70,50
XIX	Bo R372 tot R378	R840	R70,00	XIX	Over R372 to R378	R840	R70,00
XX	Bo R378 tot R384	R834	R69,50	XX	Over R378 to R384	R834	R69,50
XXI	Bo R384 tot R390	R828	R69,00	XXI	Over R384 to R390	R828	R69,00
XXII	Bo R390 tot R396	R822	R68,50	XXII	Over R390 to R396	R822	R68,50
XXIII	Bo R396 tot R402	R816	R68,00	XXIII	Over R396 to R402	R816	R68,00
XXIV	Bo R402 tot R408	R810	R67,50	XXIV	Over R402 to R408	R810	R67,50
XXV	Bo R408 tot R414	R804	R67,00	XXV	Over R408 to R414	R804	R67,00
XXVI	Bo R414 tot R420	R798	R66,50	XXVI	Over R414 to R420	R798	R66,50
XXVII	Bo R420 tot R426	R792	R66,00	XXVII	Over R420 to R426	R792	R66,00
XXVIII	Bo R426 tot R432	R786	R65,50	XXVIII	Over R426 to R432	R786	R65,50
XXIX	Bo R432 tot R438	R780	R65,00	XXIX	Over R432 to R438	R780	R65,00
XXX	Bo R438 tot R444	R774	R64,50	XXX	Over R438 to R444	R774	R64,50
XXXI	Bo R444 tot R450	R768	R64,00	XXXI	Over R444 to R450	R768	R64,00
XXXII	Bo R450 tot R456	R762	R63,50	XXXII	Over R450 to R456	R762	R63,50
XXXIII	Bo R456 tot R462	R756	R63,00	XXXIII	Over R456 to R462	R756	R63,00
XXXIV	Bo R462 tot R468	R750	R62,50	XXXIV	Over R462 to R468	R750	R62,50
XXXV	Bo R468 tot R474	R744	R62,00	XXXV	Over R468 to R474	R744	R62,00
XXXVI	Bo R474 tot R480	R738	R61,50	XXXVI	Over R474 to R480	R738	R61,50
XXXVII	Bo R480 tot R486	R732	R61,00	XXXVII	Over R480 to R486	R732	R61,00
XXXVIII	Bo R486 tot R492	R726	R60,50	XXXVIII	Over R486 to R492	R726	R60,50
XXXIX	Bo R492 tot R498	R720	R60,00	XXXIX	Over R492 to R498	R720	R60,00
XXXX	Bo R498 tot R504	R714	R59,50	XXXX	Over R498 to R504	R714	R59,50
XXXXI	Bo R504 tot R510	R708	R59,00	XXXXI	Over R504 to R510	R708	R59,00
XXXXII	Bo R510 tot R516	R702	R58,50	XXXXII	Over R510 to R516	R702	R58,50
XXXXIII	Bo R516 tot R522	R696	R58,00	XXXXIII	Over R516 to R522	R696	R58,00
XXXXIV	Bo R522 tot R528	R690	R57,50	XXXXIV	Over R522 to R528	R690	R57,50
XXXXV	Bo R528 tot R534	R684	R57,00	XXXXV	Over R528 to R534	R684	R57,00
XXXXVI	Bo R534 tot R540	R678	R56,50	XXXXVI	Over R534 to R540	R678	R56,50
XXXXVII	Bo R540 en hoër		Nil	XXXXVII	Over R540		Nil

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