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SOUTH AFRICA



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JANUARIE 1993

No. 14536

GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF LOCAL GOVERNMENT, HOUSING AND WORKS

No. R. 99 22 January 1993

ESTABLISHMENT OF THE ELANDS RIVER RURAL COUNCIL

In terms of section 12A of the Regional Services Councils Act, 1985 (Act No. 109 of 1985), I, Jacobus Tertius Delpont, Minister of Local Government: House of Assembly, hereby establish with effect from 22 January 1993, a Rural Council to be known as the Elands River Rural Council for the area as defined in Schedule A hereof and determine under regulation 2 (1) of the Regulations Regarding Rural Councils as promulgated under Government Notice No. R. 2610 dated 23 December 1988, that the said Rural Council shall consist of three (3) members as mentioned in Schedule B hereof.

J. T. DELPORT,

Minister of Local Government: House of Assembly.

SCHEDULE A

Description of the area of the Elands River Rural Council

The Magisterial Districts of Cullinan and Bronkhorstspuit excluding the areas of jurisdiction of all local authorities and of bodies mentioned in paragraph (a) up to and including (d) of the definition of "management bodies", as referred to in section 1 of the Regional Services Councils Act, 1985 (Act No. 109 of 1985).

GOEWERMENTSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN PLAASLIKE BESTUUR, BEHUISING EN WERKE

No. R. 99 22 Januarie 1993

INSTELLING VAN DIE ELANDSRIVIER LANDELIKE RAAD

Kragtens artikel 12A van die Wet op Streeksdiensetrad, 1985 (Wet No. 109 van 1985), stel ek, Jacobus Tertius Delpont, Minister van Plaaslike Bestuur: Volksraad, hierby met ingang van 22 Januarie 1993 'n landelike raad in wat bekend sal staan as die Elandsrivier Landelike Raad vir die gebied soos omskryf in Bylae A hiervan en bepaal kragtens regulasie 2 (1) van die Regulasies Betreffende Landelike Rade, soos afgekondig by Goewermentskennisgewing No. R. 2610 gedateer 23 Desember 1988, dat gemelde Landelike Raad uit drie (3) lede sal bestaan soos vermeld in Bylae B hiervan.

J. T. DELPORT,

Minister van Plaaslike Bestuur: Volksraad.

BYLAE A

Beskrywing van die gebied van die Elandsrivier Landelike Raad

Die landdrosdistrikte Cullinan en Bronkhorstspuit met uitsluiting van die regsgebiede van alle plaaslike owerhede en van liggame vermeld in paragrafe (a) tot en met (d) van die omskrywing van "bestuursliggame", soos bedoel in artikel 1 van die Wet op Streeksdiensetrad, 1985 (Wet No. 109 van 1985).

SCHEDULE B*Appointment of members of the
Elands River Rural Council*

Mr J. Snyman
P.O. Box 243
BRONKHORSTSPRUIT.

Mr J. G. M. van den Berg
P.O. Box 650
CULLINAN.

Dr L. W. A. Nel
P.O. Box 1876
BRONKHORSTSPRUIT.

BYLAE B*Aanstelling van lede van die
Elandsrivier Landelike Raad*

Mnr. J. Snyman
Posbus 243
BRONKHORSTSPRUIT.

Mnr. J. G. M. van den Berg
Posbus 650
CULLINAN.

Dr. L. W. A. Nel
Posbus 1876
BRONKHORSTSPRUIT.

DEPARTMENT OF AGRICULTURE**No. R. 91****22 January 1993**

MARKETING ACT, 1968
(ACT No. 59 OF 1968)

**MEAT SCHEME: INTRODUCTION OF SLAUGHTER
ANIMALS, MEAT AND OFFAL INTO THE
CONTROLLED AREA: REVOCATION**

I, André Isak van Niekerk, Minister of Agriculture
hereby—

(a) make known in terms of section 79 of the Market-
ing Act, 1968 (Act No. 59 of 1968), that—

(i) the Meat Board referred to in section 6 of the
Meat Scheme published by Government Notice No.
R. 237 of 7 February 1991, as amended, has under
section 47 of the said Scheme, revoked the deter-
mination set out in clause 2 of the Schedule pub-
lished by Government Notice No. R. 1027 of 8 May
1991;

(ii) the said revocation was approved by me and
shall come into operation on 22 January 1993;

(b) acting under section 75 (2) of the said Act, repeal
the prohibition in clauses 3, 4 and 5 of the Schedule
published by Government Notice No. R. 1027 of 8 May
1991 with effect from the said date of commencement;
and

(c) repeal Government Notice No. R. 1027 of 8 May
1991 with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

No. R. 92**22 January 1993**

MARKETING ACT, 1968
(ACT No. 59 OF 1968)

**MEAT SCHEME: CONTROL OF THE SALE AND
SLAUGHTER OF SLAUGHTER ANIMALS IN THE
CONTROLLED AREA: REVOCATION**

I, Andre Isak van Niekerk, Minister of Agriculture,
hereby make known in terms of section 79 of the
Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Meat Board referred to in section 6 of the
Meat Scheme published by Government Notice No.
R. 237 of 7 February 1991, as amended, has under
sections 45 and 46 of the said Scheme revoked the
prohibition published by Government Notice No.
R. 1030 of 8 May 1991;

DEPARTEMENT VAN LANDBOU**No. R. 91****22 Januarie 1993**

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

**VLEISSKEMA: INBRING VAN SLAGVEE, VLEIS EN
AFVAL IN DIE BEHEERDE GEBIED: OPHEFFING**

Ek, André Isak van Niekerk, Minister van Landbou—

(a) maak hierby ingevolge artikel 79 van die
Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend
dat—

(i) die Vleisraad bedoel in artikel 6 van die Vleis-
skema gepubliseer by Goewermentskennisgewing
No. R. 237 van 7 Februarie 1991, soos gewysig,
kragtens artikel 47 van genoemde Skema die bepa-
ling gepubliseer by klousule 2 van die Bylae by
Goewermentskennisgewing No. R. 1027 van 8 Mei
1991 opgehef het;

(ii) bedoelde opheffing deur my goedgekeur is en
op 22 Januarie 1993 in werking tree;

(b) handelende kragtens artikel 75 (2) van
genoemde Wet, herroep hierby die verbodsbepalings
gepubliseer by klousules 3, 4, en 5 in die Bylae by
Goewermentskennisgewing No. R. 1027 van 8 Mei
1991 met ingang van genoemde datum van inwerking-
treding; en

(c) herroep hierby Goewermentskennisgewing
No. R. 1027 van 8 Mei 1991 met ingang van genoemde
datum van inwerkingtreding.

A. I. VAN NIEKERK,
Minister van Landbou.

No. R. 92**22 Januarie 1993**

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

**VLEISSKEMA: BEHEER OOR DIE VERKOOP EN
SLAG VAN SLAGVEE IN DIE BEHEERDE GEBIED:
OPHEFFING**

Ek, André Isak van Niekerk, Minister van Landbou,
maak hierby ingevolge artikel 79 van die Bemarkings-
wet, 1968 (Wet No. 59 van 1968) bekend dat—

(a) die Vleisraad bedoel in artikel 6 van die Vleis-
skema gepubliseer by Goewermentskennisgewing
No. R. 237 van 7 Februarie 1991, soos gewysig,
kragtens artikel 45 en 46 van genoemde Skema die
verbod gepubliseer by Goewermentskennisgewing
No. R. 1030 van 8 Mei 1991 opgehef het;

(b) the said revocation was approved by me and shall come into operation on 22 January 1993; and

(c) Government Notice No. R. 1030 of 8 May 1991 is repealed with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

No. R. 93

22 January 1993

MARKETING ACT, 1968
(ACT No. 59 OF 1968)

MEAT SCHEME: RESTRICTION ON THE SALE OF OFFAL AND HIDES AND SKINS IN THE CONTROLLED AREA: REVOCATION

I, André Isak van Niekerk, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Meat Board referred to in section 6 of the Meat Scheme published by Government Notice No. R. 237 of 7 February 1991, as amended, has under sections 42 and 44 of the said Scheme revoked the prohibition published by Government Notice No. R. 1028 of 8 May 1991;

(b) the said revocation was approved by me and shall come into operation on 22 January 1993; and

(c) Government Notice No. R. 1028 of 8 May 1991 is repealed with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

No. R. 94

22 January 1993

MARKETING ACT, 1968
(ACT No. 59 OF 1968)

MEAT SCHEME: RESTRICTION ON THE SALE OF MEAT IN THE CONTROLLED AREA: REVOCATION

I, André Isak van Niekerk, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Meat Board referred to in section 6 of the Meat Scheme published by Government Notice No. R. 237 of 7 February 1991, as amended, has under section 45 of the said Scheme revoked the prohibition published by Government Notice No. R. 1029 of 8 May 1991;

(b) the said revocation was approved by me and shall come into operation on 22 January 1993; and

(c) Government Notice No. R. 1029 of 8 May 1991 is repealed with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

(b) bedoelde opheffing deur my goedgekeur is en op 22 Januarie 1993 in werking tree; en

(c) Goewermentskennisgewing No. R. 1030 van 8 Mei 1991 met ingang van genoemde datum van inwerkingtreding herroep word.

A. I. VAN NIEKERK,
Minister van Landbou.

No. R. 93

22 Januarie 1993

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

VLEISSKEMA: BEPERKING OP DIE VERKOOP VAN AFVAL EN HUIDE EN VELLE IN DIE BEHEERDE GEBIED: OPHEFFING

Ek, André Isak van Niekerk, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemerkingswet, 1968 (Wet No. 59 van 1968) bekend dat—

(a) die Vleisraad bedoel in artikel 6 van die Vleisskema gepubliseer by Goewermentskennisgewing No. R. 237 van 7 Februarie 1991, soos gewysig, kragtens artikels 42 en 44 van genoemde Skema die verbod gepubliseer by Goewermentskennisgewing No. R. 1028 van 8 Mei 1991 opgehef het;

(b) bedoelde opheffing deur my goedgekeur is en op 22 Januarie 1993 in werking tree; en

(c) Goewermentskennisgewing No. R. 1028 van 8 Mei 1991 met ingang van genoemde datum van inwerkingtreding herroep word.

A. I. VAN NIEKERK,
Minister van Landbou.

No. R. 94

22 Januarie 1993

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

VLEISSKEMA: BEPERKING OP DIE VERKOOP VAN VLEIS IN DIE BEHEERDE GEBIED: OPHEFFING

Ek, André Isak van Niekerk, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemerkingswet, 1968 (Wet No. 59 van 1968) bekend dat—

(a) die Vleisraad bedoel in artikel 6 van die Vleisskema gepubliseer by Goewermentskennisgewing No. R. 237 van 7 Februarie 1991, soos gewysig, kragtens artikels 45 van genoemde Skema die verbod gepubliseer by Goewermentskennisgewing No. R. 1029 van 8 Mei 1991 opgehef het;

(b) bedoelde opheffing deur my goedgekeur is en op 22 Januarie 1993 in werking tree; en

(c) Goewermentskennisgewing No. R. 1029 van 8 Mei 1991 met ingang van genoemde datum van inwerkingtreding herroep word.

A. I. VAN NIEKERK,
Minister van Landbou.

No. R. 96

22 January 1993

AGRICULTURAL PRODUCT STANDARDS ACT, 1990
(ACT No. 119 OF 1990)

REGULATIONS RELATING TO THE GRADING,
PACKING AND MARKING OF CITRUS FRUIT
INTENDED FOR SALE IN THE REPUBLIC OF
SOUTH AFRICA

The Executive Officer: Agricultural Product Standards intends to request the Minister of Agriculture to approve new regulations regarding control over the sale of citrus fruit in substitution of the existing regulations.

Draft regulations are available for inspection and copies can be obtained from the Executive Officer: Agricultural Product Standards, Private Bag X258, Pretoria, 0001, Telephone (012) 206-3258, Fax (012) 206-3267.

Interested parties who wish to comment on the new regulations are invited to forward their comments in writing to the above address by not later than 19 February 1993.

D. P. KEETCH,

Executive Officer: Agricultural Product Standards.

DEPARTMENT OF EDUCATION AND TRAINING

No. R. 77

22 January 1993

EDUCATION AND TRAINING ACT, 1979
(ACT No. 90 of 1979)

REGULATIONS REGARDING STATE-AIDED
SPECIAL SCHOOLS

The Minister of Education and Training has, under section 44 of the Education and Training Act, 1979 (Act No. 90 of 1979), made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Act, shall have the meaning so assigned, and unless the context otherwise indicates—

“**auditor**” means an accountant and auditor registered in terms of the Public Accountants’ and Auditors’ Act, 1951 (Act No. 51 of 1951);

“**authorised officer**” means an officer of the Department responsible for the administrative and professional guidance of a school;

“**calendar year**” means the period extending from the first day of January until the last day of the following December (both days inclusive);

“**council**” means the governing body of a school, constituted in terms of regulation 2;

“**council fund**” means the fund referred to in regulation 17;

“**expulsion**” means the permanent prohibition of a pupil from attending a school;

No. R. 96

22 Januarie 1993

WET OP LANDBOUPRODUKSTANDAARDE, 1990
(WET No. 119 VAN 1990)

REGULASIES BETREFFENDE DIE GRADERING,
VERPAKKING EN MERK VAN SITRUSVRUGTE
BESTEM VIR VERKOOP IN DIE REPUBLIEK VAN
SUID-AFRIKA

Die Uitvoerende Beampte: Landbouprodukstandaarde is voornemens om die Minister van Landbou te versoek om nuwe regulasies betreffende beheer oor die verkoop van sitrusvrugte goed te keur, ter vervanging van die bestaande regulasies.

Konsepregulasies is ter insae beskikbaar by en afskrifte kan bestel word vanaf die Uitvoerende Beampte: Landbouprodukstandaarde, Privaatsak X258, Pretoria, 0001, Telefoon (012) 206-3258, Faks (012) 206-3267.

Belanghebbendes wat kommentaar op die nuwe regulasies wil lewer word genooi om dit skriftelik voor of op 19 Februarie 1993 by bovermelde adres in te dien.

D. P. KEETCH,

Uitvoerende Beampte: Landbouprodukstandaarde.

DEPARTEMENT VAN ONDERWYS EN OPLEIDING

No. R. 77

22 Januarie 1993

WET OP ONDERWYS EN OPLEIDING, 1979
(WET No. 90 VAN 1979)

REGULASIES BETREFFENDE STAATSONDER-
STEUNDE SPESIALE SKOLE

Die Minister van Onderwys en Opleiding het kragtens artikel 44 van die Wet op Onderwys en Opleiding, 1979 (Wet No. 90 van 1979), die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie regulasies het 'n woord of uitdrukking waaraan in die Wet 'n betekenis geheg word, die betekenis aldus daaraan geheg en, tensy uit die samehang anders blyk, beteken—

“**die Wet**” die Wet op Onderwys en Opleiding, 1979 (Wet No. 90 van 1979);

“**eienaar**”, met betrekking tot 'n skool, die persoon of liggaam van persone aan wie die betrokke skool behoort;

“**gemagtigde beampte**” 'n beampte van die Departement wat vir die administrasie en vakkundige leiding van 'n skool verantwoordelik is;

“**kalenderjaar**” die tydperk wat strek van die eerste dag van Januarie tot die laaste dag van die eersvolgende Desember (albei dae inbegrepe);

“**ouditeur**” 'n rekenmeester en ouditeur ingevolge die Wet op Openbare Rekenmeesters en Ouditeurs, 1951 (Wet No. 51 van 1951), geregistreer;

"owner", in relation to a school, means the person or body of persons to whom the school belongs;

"principal" includes the acting head of a school;

"school", for the purposes of these regulations, means a State-aided special school registered in terms of section 8 of the Act;

"school day" means anyone of the days in a calendar year on which tuition shall be given to the registered pupils of a school;

"school year" means the period extending from the first school day in any calendar year up to and including the last school day in such calendar year;

"subsidy" includes a grant-in-aid or a loan allocated in terms of section 9 of the Act;

"suspension" means the temporary prohibition of a pupil from attending a school;

"the Act" means the Education and Training Act, 1979 (Act No. 90 of 1979); and

"treasurer" means the principal of the school.

COUNCIL

Constitution

2. (1) The Council of a school shall consist of—

(a) the owner or his representative: Provided that where the owner consists of a body of persons, it shall nominate one representative;

(b) six members nominated by the owner; and

(c) five members nominated by the Minister.

(2) A person who holds an appointment at the school concerned shall not be eligible for nomination as a member of the council of such school.

(3) A vacancy on the council or a shortage in the council's membership shall not—

(a) affect the validity of the council's constitution or its continued existence;

(b) subject to the provisions of these regulations relating to a quorum, affect anything done by the council.

(4) A council shall be deemed to be duly constituted as soon as a chairman and vice-chairman have been elected in terms of regulation 3 (1).

Chairman and vice-chairman

3. (1) At the first meeting following the constitution of a council, the members of such council shall, under the chairmanship of the authorised officer, elect a chairman and a vice-chairman from their number for a term of office of three years.

(2) If the chairman is absent from a meeting, the vice-chairman shall act as chairman and if both the chairman and the vice-chairman are absent from the meeting at the same time, the council shall elect a person from its own number to preside at the meeting, and for the duration of that meeting the member so elected shall have all the powers of the chairman.

(3) Should a chairman or a vice-chairman vacate his office, another chairman or vice-chairman shall be elected in accordance with the provisions of subregulation (1).

"prinsipaal" ook die waarnemende hoof van die skool;

"raad" die bestuursliggaam van 'n skool kragtens regulasie 2 saamgestel;

"raadsfonds" die fonds in regulasie 17 bedoel;

"skool", by die toepassing van hierdie regulasies 'n Staatsondersteunde spesiale skool ingevolge artikel 8 van die Wet geregistreer;

"skooldag" enigeen van die dae in 'n kalenderjaar waarop daar onderrig aan die ingeskrewe leerlinge van 'n skool gegee moet word;

"skooljaar" die tydperk wat strek van die eerste skooldag in enige kalenderjaar tot en met die laaste skooldag in sodanige kalenderjaar;

"skorsing" die tydelike verbod op 'n leerling om 'n skool by te woon;

"subsidie" ook 'n hulptoelae of 'n lening ingevolge artikel 9 van die Wet toegeken;

"tesourier" die prinsipaal van die skool; en

"uitsetting" die permanente verbod op 'n leerling om 'n skool by te woon.

RAAD

Samestelling

2. (1) Die raad van 'n skool bestaan uit—

(a) die eienaar of sy verteenwoordiger: Met dien verstande dat waar die eienaar uit 'n liggaam van persone bestaan, hy 'n verteenwoordiger moet aanwys;

(b) ses lede benoem deur die eienaar; en

(c) vyf lede benoem deur die Minister.

(2) Iemand wat 'n betrekking aan die betrokke skool beklee, word nie as lid van die raad van sodanige skool benoem nie.

(3) Geen vakature in die raad of tekort in die ledetal van die raad—

(a) raak die geldigheid van die samestelling van die raad of sy voortgesette bestaan nie;

(b) raak, behoudens die bepalings van hierdie regulasies in verband met 'n kworum, enigiets deur die raad gedoen nie.

(4) 'n Raad word geag behoorlik gekonstitueer te wees sodra 'n voorsitter en visevoorsitter ingevolge regulasie 3 (1) gekies is.

Voorsitter en visevoorsitter

3. (1) Op die eerste vergadering na die samestelling van 'n raad kies die lede van sodanige raad onder voorsitterskap van die gemagtigde beampte uit eie geledere 'n voorsitter en 'n visevoorsitter vir 'n ampstermyn van drie jaar.

(2) Indien die voorsitter van 'n vergadering afwesig is, neem die visevoorsitter as voorsitter waar en indien die voorsitter en die visevoorsitter tegelykertyd van die vergadering afwesig is, kies die raad iemand uit eie geledere om op die vergadering voor te sit, en die aldus gekose lid het vir die duur van daardie vergadering al die bevoegdhede van die voorsitter.

(3) Indien 'n voorsitter of 'n visevoorsitter sy amp ontruim, word 'n ander voorsitter of visevoorsitter ooreenkomstig die bepalings van subregulasie (1) gekies.

Secretary of the council

4. (1) The principal of a school shall *ex officio* be the secretary of the council.

(2) If the principal cannot be present at a council meeting, he shall designate a member of the school's teaching staff to act as secretary of the council for the meeting concerned.

(3) The secretary of the council may designate a member of the school's teaching staff to assist him at a meeting.

(4) The secretary of a council may participate in the discussions at a council meeting and may offer suggestions, but he shall not have the right to vote.

Term of office of council members and vacancies

5. (1) A member of the council, excluding the owner or his representative, shall hold office for a term of three years, unless he tenders his resignation in writing to the secretary of the council prior to the expiry of his term of office or vacates his office for another reason: Provided that the Minister may extend the term of office of the members of a council for a period determined by him, but not for longer than one year.

(2) On establishing a new school or where a council constituted in terms of these regulations is established for an existing school for the first time, the Minister shall fix the date on which the term of office of the members shall commence and thereafter the terms of office of succeeding members shall commence in accordance with the provisions of subregulation (3).

(3) (a) Not later than six months prior to the expiry of the term of office of the members of the council the council shall, through its secretary, give notice to the owner or his or its representative, as the case may be, and to the Minister, of such expiry and shall request the said persons to make, within a period of three months, the nominations referred to in regulation 2 (1) (b) and (c) with a view to the constitution of a succeeding council.

(b) The term of office of persons so nominated shall commence on the day immediately following the day on which the term of office of the outgoing members expires: Provided that if the expiry of the term of office of members of the council falls at the end of a school year or calendar year, the outgoing executive committee shall remain functioning until the new council is constituted.

(4) A vacancy in the council arising from the demise of or the vacation of his office by a member, or from the termination of a member's term of office in terms of subregulation (5), shall be filled in accordance with the provisions of regulation 2 for the unexpired part of that member's term of office.

(5) A council member, excluding the owner, shall vacate his office if—

(a) he is found guilty of an offence and—

(i) is sentenced to imprisonment without the option of a fine; or

Sekretaris van die raad

4. (1) Die prinsipaal van 'n skool is *ex officio* die sekretaris van die raad.

(2) Indien die prinsipaal nie op 'n vergadering van die raad teenwoordig kan wees nie, wys die prinsipaal 'n lid van die onderwyspersoneel van die skool aan om vir die betrokke vergadering as sekretaris van die raad op te tree.

(3) Die sekretaris van 'n raad kan 'n lid van die skool se onderwyspersoneel aanwys om hom by 'n vergadering by te staan.

(4) Die sekretaris van 'n raad kan aan die besprekings op 'n vergadering van die raad deelneem en aanbevelings aan die raad doen, maar het nie die reg om te stem nie.

Ampstermyn van lede van 'n raad en vakatures

5. (1) 'n Lid van die raad, behalwe die eienaar of sy verteenwoordiger, beklee sy amp vir 'n termyn van drie jaar, tensy hy voor die verstryking van die termyn sy bedanking skriftelik by die sekretaris van die raad indien of sy amp om 'n ander rede ontruim: Met dien verstande dat die Minister die ampstermyn van die lede van 'n raad vir 'n tydperk wat hy bepaal, maar nie vir 'n tydperk langer as een jaar nie, kan verleng.

(2) By die stigting van 'n nuwe skool of waar 'n raad wat ingevolge hierdie regulasies saamgestel is vir die eerste maal vir 'n bestaande skool ingestel word, bepaal die Minister die datum waarop die ampstermyn van die lede 'n aanvang neem en daarna neem die ampstermyne van opvolgende lede 'n aanvang ooreenkomstig die bepalings van subregulasie (3).

(3) (a) Nie later nie as ses maande voor die verstryking van die ampstermyn van die lede van die raad gee die raad deur sy sekretaris kennis aan die eienaar of sy verteenwoordiger, na gelang van die geval, en aan die Minister, van sodanige verstryking en versoek hy genoemde persone om binne 'n tydperk van drie maande die benoemings in regulasie 2 (1) (b) en (c) bedoel, te maak met die oog op die samestelling van 'n opvolgende raad.

(b) Die ampstermyn van persone aldus benoem neem 'n aanvang op die dag wat onmiddellik volg op die dag waarop die ampstermyn van die uitredende lede verstryk: Met dien verstande dat as die verstryking van die ampstermyn van lede van die raad aan die einde van 'n skooljaar of kalenderjaar val, die uitredende dagbestuur bly funksioneer totdat die nuwe raad gekonstitueer is.

(4) 'n Vakature in die raad wat ontstaan deur die dood van of die ontruiming van sy amp deur 'n lid of deur die beëindiging van die ampstermyn van 'n lid kragtens subregulasie (5), word ooreenkomstig die bepalings van regulasie 2 vir die onverstreke gedeelte van die ampstermyn van daardie lid gevul.

(5) 'n Lid van die raad, behalwe die eienaar, ontruim sy amp indien—

(a) hy aan 'n misdryf skuldig bevind en—

(i) gevonnissen word tot gevangenisstraf sonder die keuse van 'n boete; of

(ii) is fined and the nature of the offence was, in the Minister's opinion, such that his continued membership of the council is undesirable;

(b) he is absent from two consecutive meetings without a reason acceptable to the council;

(c) he takes up a post at the school of whose council he is a member;

(d) in the Minister's opinion, he is guilty of improper conduct;

(e) in the Minister's opinion, he does not or did not perform his duties properly as member of the council;

(f) his estate is sequestrated; or

(g) he becomes a patient or a State patient as defined in section 1 of the Mental Health Act, 1973 (Act No. 18 of 1973).

(6) A person whose term of office as a council member has expired, may be nominated again.

Executive committee of a council

6. (1) The executive committee of a council shall be designated by such council and shall consist of the chairman and at least two other members, at least one of whom shall be a member referred to in regulation 2 (1) (c).

(2) A council may delegate to its executive committee any of the council's powers or functions: Provided that the council shall not be divested of a power or function which it has entrusted to its executive committee, and that a resolution of the executive committee may be amended or set aside by the council at its first meeting after the resolution in question was taken, providing such an amendment or setting aside is still legally possible.

(3) The quorum for an executive committee shall be three members, at least one of whom shall be a member referred to in regulation 2 (1) (c).

(4) In the case of an equality of votes at a meeting of an executive committee the chairman shall have a casting vote.

(5) The secretary of the council shall also be the secretary of the executive committee.

(6) Minutes shall be kept of every meeting of the executive committee and such minutes shall be submitted to the council for confirmation at the first ensuing meeting of the council.

Council meetings

7. (1) A council or its executive shall meet at least four times in each calendar year: Provided that at least two such meetings shall be plenary council meetings.

(2) Notice of a meeting shall state explicitly the day, date, time and venue of the meeting and shall be accompanied by an agenda.

(3) Notice in writing of an ordinary meeting shall, on the authority of the chairman, be posted by the secretary to the members or handed to them personally, so as to be in their possession at least 14 days prior to the fixed date.

(ii) 'n boete opgelê word en die misdryf na die oordeel van die Minister van so 'n aard is dat sy voortgesette lidmaatskap onwenslik is;

(b) hy sonder 'n rede wat die raad aanvaarbaar vind, van twee agtereenvolgende vergaderings afwesig is;

(c) hy 'n betrekking aan die skool van die raad waarvan hy 'n lid is, aanvaar;

(d) hy hom na die oordeel van die Minister aan onbehoorlike gedrag skuldig gemaak het;

(e) hy/sy pligte as lid van die raad na die oordeel van die Minister nie na behore uitvoer of uitgevoer het nie;

(f) sy boedel gesekwestreer word; of

(g) hy 'n pasiënt of 'n Staatspasiënt soos omskryf in artikel 1 van die Wet Op Geestesgesondheid, 1973 (Wet No. 18 van 1973), word.

(6) Iemand wie se ampstermyn as lid van 'n raad verstryk het, kan weer benoem word.

Dagbestuur van 'n raad

6. (1) Die dagbestuur van 'n raad word deur sodanige raad aangewys en bestaan uit die voorsitter en minstens twee ander lede, van wie minstens een 'n lid in regulasie 2 (1) (c) bedoel, moet wees.

(2) 'n Raad kan aan sy dagbestuur enige van die raad se bevoegdhede of werksaamhede opdra: Met dien verstande dat die raad nie ontdoen is van 'n bevoegdheid of werksaamheid wat hy aan sy dagbestuur opgedra het nie, en dat 'n besluit van die dagbestuur deur die raad by sy eerste vergadering na die neem van die betrokke besluit, gewysig of tersyde gestel kan word, mits sodanige wysiging of tersydestelling nog regtens moontlik is.

(3) Die kworum van 'n dagbestuur is drie lede, van wie ten minste een lid 'n lid bedoel in regulasie 2 (1) (c) moet wees.

(4) In die geval van 'n staking van stemme op 'n vergadering van 'n dagbestuur het die voorsitter 'n beslissende stem.

(5) Die sekretaris van die raad is ook die sekretaris van die dagbestuur.

(6) Notule moet van elke vergadering van die dagbestuur gehou word en sodanige notule moet op die eersvolgende vergadering van die raad vir bekragtiging aan die raad voorgelê word.

Vergaderings van 'n raad

7. (1) 'n Raad of sy dagbestuur vergader minstens vier keer elke kalenderjaar: Met dien verstande dat minstens twee van sodanige vergaderings volle raadsvergaderings moet wees.

(2) 'n Kennisgewing van 'n vergadering moet die dag, datum, tyd en plek van die vergadering uitdruklik vermeld en vergesel gaan van 'n sakelys.

(3) 'n Kennisgewing van 'n gewone vergadering moet skriftelik op gesag van die voorsitter deur die sekretaris aan die lede geos of persoonlik aan hulle oorhandig word sodat dit minstens 14 dae voor die bepaalde datum in hulle besit is.

(4) Subject to the provisions of regulation 9, the non-receipt of a notice referred to in subregulation (3) and the consequent absence of a member shall not be prejudicial to the validity of the proceedings at a meeting of the council.

(5) The chairman may at any time convene an extraordinary meeting should circumstances, in his opinion, necessitate such a meeting: Provided that such meeting shall be convened at the written request of at least two members of the council.

(6) The chairman shall convene a meeting of the council or the executive if the Director-General requests him to do so.

(7) The secretary shall, at least three weeks prior to the date of every ordinary meeting of the council, send a copy of the agenda to the Director-General, except in the case of an urgent executive committee meeting, in which case it may be furnished together with the minutes.

Minutes

8. (1) The secretary of a council shall keep minutes of the proceedings of every council meeting in a book or file which is used exclusively for this purpose and which the said secretary shall keep in a safe place.

(2) The secretary of the council shall, in the minutes of every meeting, enter the names of the members who are present, as well as the names of those who are absent with or without apology.

(3) The first act of an ordinary meeting after it has been constituted shall be the approval of the minutes of the last previous ordinary meeting and of any extraordinary meeting and any meeting of the executive committee held after that, and the confirmation thereof by the signature of the chairman: Provided that objections to the minutes shall be raised and dealt with before confirmation of the minutes.

(4) Only a member of the council, the owner (if not himself/itself a member) or a person duly authorised thereto in writing by the Director-General shall have the right to peruse the minutes of any meeting.

(5) Within seven days after every ordinary or extraordinary meeting, the secretary shall submit two copies of the minutes of such meeting to the chairman of the council, who shall, within two weeks from such submission, forward one copy to the Director-General.

Quorum

9. (1) A mere majority of the number of members of a council shall constitute a quorum at a meeting: Provided that at least two of the members who are present shall be members referred to in regulation 2 (1) (c).

(2) If a quorum is not present at an ordinary meeting which has been properly convened, such meeting shall be postponed for at least eight but not more than 12 days (including the day on which the meeting would have been held), and on the date so determined, the meeting, which shall be convened in accordance with subregulation (3), shall deal with the agenda, irrespective of whether or not a quorum is present at such meeting.

(4) Behoudens die bepalings van regulasie 9 doen die nie-ontvangs van 'n kennisgewing bedoel in subregulasie (3) en die gevolglike afwesigheid van 'n lid nie afbreuk aan die geldigheid van die verrigtinge op 'n vergadering van die raad nie.

(5) Die voorsitter kan te eniger tyd 'n buitengewone vergadering belê indien omstandighede so 'n vergadering volgens sy oordeel noodsaaklik maak: Met dien verstande dat sodanige vergadering belê moet word op skriftelike versoek van minstens twee lede van die raad.

(6) Die voorsitter moet 'n vergadering van die raad of van die dagbestuur belê indien die Direkteur-generaal hom versoek om dit te doen.

(7) Minstens drie weke voor die vergaderdatum van elke gewone vergadering van die raad stuur die sekretaris 'n afskrif van die sakelys aan die Direkteur-generaal, behalwe in die geval van 'n dringende dagbestuursvergadering, in welke geval dit saam met die notule verstrek kan word.

Notule

8. (1) Die sekretaris van 'n raad hou notule van die verrigtinge van elke vergadering van die raad in 'n boek of lêer wat slegs vir dié doel gebruik word en wat bedoelde sekretaris in veilige bewaring moet hou.

(2) Die sekretaris van die raad moet in die notule van elke vergadering die name van die lede wat teenwoordig is, asook die name van diegene wat met of sonder verskoning afwesig is, notuleer.

(3) Die eerste handeling van 'n gewone vergadering, nadat dit gekonstitueer is, is die goedkeuring van die notule van die laaste voorafgaande gewone vergadering en van enige buitengewone vergadering en enige vergadering van die dagbestuur wat daarna gehou is, en die bekragtiging daarvan deur die handtekening van die voorsitter: Met dien verstande dat besware teen die notule voor die bekragtiging daarvan geopper en afgehandel moet word.

(4) Slegs 'n lid van die raad, die eienaar (as hy nie self lid is nie) of iemand wat behoorlik skriftelik deur die Direkteur-generaal daartoe gemagtig is, het insae in die notule van 'n vergadering.

(5) Die sekretaris van die raad moet binne sewe dae na afloop van elke gewone of buitengewone vergadering twee afskrifte van die notule van sodanige vergadering voorlê aan die voorsitter van die raad, wat binne twee weke vanaf sodanige voorlegging een afskrif aan die Direkteur-generaal moet stuur.

Kworum

9. (1) 'n Blote meerderheid van die getal lede van 'n raad maak 'n kworum op 'n vergadering uit: Met dien verstande dat minstens twee teenwoordige lede lede in regulasie 2 (1) (c) bedoel, moet wees.

(2) Indien daar by 'n gewone vergadering wat behoorlik belê is, nie 'n kworum teenwoordig is nie, word sodanige vergadering vir minstens agt maar hoogstens 12 dae (met inbegrip van die dag waarop die vergadering sou plaasvind) uitgestel, en op die aldus bepaalde datum handel die vergadering, wat ooreenkomstig subregulasie (3) belê moet word, die sakelys af, ongeag of daar by sodanige vergadering 'n kworum teenwoordig is of nie.

(3) The notice whereby the meeting referred to in subregulation (2) is postponed, shall—

- (a) state explicitly the day, date, time and venue of the meeting;
- (b) be accompanied by an agenda; and
- (c) be in writing and on the authority of the chairman be posted by the secretary to the members or handed to them personally, so as to be in their possession at least seven days prior to the fixed date.

Attendance of meetings by non-members and departure from meeting by principal

10. (1) Subject to the provisions of these regulations, every council meeting shall be a closed meeting and no person who is not a member of the council shall be allowed to attend them.

(2) The council may decide that the principal shall leave the meeting temporarily when a matter concerning his person is discussed and that the minutes be kept during such period by a member designated by the council.

(3) A council may require the presence of any staff member of the school at any of its meetings in connection with any matter which falls within the prescribed powers and duties of the council and such staff member shall, when requested to do so, attend such meeting for such period as the council may determine.

(4) Should the council deem it necessary, any other person who, in the opinion of the council, may be able to provide information on any matter falling within the powers and duties of the council, may attend a council meeting for such a period as may be determined by the council.

(5) Any officer of the Department, authorised thereto by the Director-General, shall have the right to attend any meeting of the council in an advisory capacity or as an observer.

Procedure at meetings

11. (1) At a meeting the council shall deal with matters of which prior notice has been given in terms of regulation 7 (2), and with such matters as may be raised by a member with the approval of the meeting.

(2) All matters serving before a council shall be decided by a majority of the members of the council who are present and who vote.

(3) The chairman and every member shall have one vote when a matter is brought to the vote: Provided that, in the case of an equality of votes, the chairman or the person who acts as chairman in his absence, shall, in addition to his deliberative vote, also have a casting vote.

(4) If the meeting so decides, it shall be recorded how many members voted in favour of or against a motion, and at the request of a member the chairman shall direct that the vote of such member be recorded.

(5) The chairman may rule that voting shall take place by way of ballot.

(3) Die kennisgewing waarby die vergadering in subregulasie (2) genoem uitgestel word, moet—

- (a) die dag, datum, tyd en plek van die vergadering uitdruklik vermeld;
- (b) vergesel gaan van 'n sakelys; en

(c) skriftelik op gesag van die voorsitter deur die sekretaris aan die lede gepos of persoonlik aan hulle oorhandig word sodat dit minstens sewe dae voor die bepaalde datum in hulle besit is.

Bywoning van vergaderings deur nie-lede en verlating van vergaderings deur prinsipaal

10. (1) Behoudens die bepalings van hierdie regulasies is elke vergadering van 'n raad geslote en word niemand wat nie 'n lid van die raad is nie, toegelaat om dit by te woon nie.

(2) Die raad kan besluit dat die prinsipaal die vergadering tydelik moet verlaat wanneer 'n aangeleentheid rakende sy persoon bespreek word en dat die notule vir dié tyd gehou word deur 'n lid wat die raad aanwys.

(3) 'n Raad kan die teenwoordigheid van enige personeellid van die skool by enige vergadering van 'n raad vereis in verband met enige saak wat binne die voorgeskrewe bevoegdhede en pligte van die raad val en bedoelde personeellid moet, wanneer hy daartoe versoek word, sodanige vergadering bywoon vir sodanige tydperk as wat die raad bepaal.

(4) Indien die raad dit nodig ag, kan enige ander persoon wat na die mening van die raad moontlik inligting kan verskaf oor 'n saak wat binne die bevoegdhede en pligte van die raad val, 'n vergadering van die raad bywoon vir sodanige tydperk as wat die raad bepaal.

(5) Enige beampte van die Departement wat deur die Direkteur-generaal daartoe gemagtig is, het die reg om enige vergadering van die raad in 'n raadgewende hoedanigheid of as waarnemer by te woon.

Prosedures op vergaderings

11. (1) Op 'n vergadering behandel die raad sake waarvan daar vooraf ingevolge regulasie 7 (2) kennis gegee is, en sodanige sake as wat 'n lid met die goedkeuring van die vergadering opper.

(2) Alle sake wat voor 'n raad dien, word beslis deur 'n meerderheid van die lede van die raad wat teenwoordig is en stem.

(3) Die voorsitter en elke lid beskik oor een stem wanneer 'n saak tot stemming gebring word: Met dien verstande dat, in geval van 'n staking van stemme, die voorsitter of die persoon wat in sy afwesigheid as voorsitter optree, benewens sy beraadslagende stem ook 'n beslissende stem het.

(4) Indien die vergadering aldus besluit, word daar genotuleer hoeveel lede ten gunste van of teen 'n mosie gestem het, en op versoek van 'n lid gelas die voorsitter dat die stem van sodanige lid aangeteken word.

(5) Die voorsitter kan reël dat daar by wyse van stembriefies gestem word.

(6) Subject to the provisions of these regulations, the chairman shall rule on a point of order or procedure: Provided that, should a member object to such a ruling, the matter shall be brought to the vote without discussion and the decision of the meeting shall be final.

Duties and powers of a council

12. (1) A council shall be a juristic person and may exercise any power or perform any function not inconsistent with the Act or these regulations or any other regulations made under the Act: Provided that a council may not without the approval of the Director-General—

(a) let, sell, exchange or otherwise alienate its immovable property or grant to any person any real right therein or servitude thereon;

(b) borrow money.

(2) A council shall be competent or under an obligation, as the case may be, to—

(a) manage the school generally;

(b) promote and protect the interests of the school;

(c) ensure that the buildings, grounds, fencing and other facilities of the school are properly attended to, and to decide on the repair of any damage;

(d) request the Minister's approval for the appointment, promotion and dismissal of staff of the school;

(e) investigate any written complaint in connection with the school, and if the council deems it necessary, report to the Director-General, in which case the council shall submit the written complaint, together with its recommendation, to the Director-General;

(f) recommend to the Director-General that an inquiry be instituted by him if, in the opinion of the council, a member of the staff of the school—

(i) is in terms of section 26 (2) of the Act, incompetent to perform his duties efficiently; or

(ii) has, on account of continued ill-health or some physical or mental defect, become incapable of teaching satisfactorily;

(g) bring to the attention of the Director-General any matter which, in the opinion of the council, affects the efficiency and welfare of the school;

(h) take steps against staff members and pupils who are guilty of misconduct, in accordance with the provisions of the Act and the regulations made thereunder;

(i) advise the Director-General on any matter relating to the school;

(j) provide the information, reports or advice which the Director-General may require from time to time;

(6) Behoudens die bepalings van hierdie regulasies beslis die voorsitter oor 'n vraag van orde of procedure: Met dien verstande dat, indien 'n lid teen so 'n beslissing beswaar maak, die vraag sonder bespreking tot stemming gebring word en die beslissing van die vergadering dan afdoende is.

Pligte en bevoegdhede van 'n raad

12. (1) 'n Raad is 'n regs persoon en mag enige bevoegdheid uitoefen of werksaamheid verrig wat nie met die Wet of hierdie regulasies of enige ander regulasies kragtens die Wet uitgevaardig onbestaanbaar is nie: Met dien verstande dat 'n raad nie sonder die Direkteur-generaal se goedkeuring—

(a) sy onroerende goed mag verhuur, verkoop, verruil of op 'n ander wyse vervreem of aan iemand 'n saaklike reg of servituut daarop mag verleen nie;

(b) geld mag leen nie.

(2) 'n Raad is, na gelang van die geval, bevoeg of verplig om—

(a) in die algemeen die skool te bestuur;

(b) die belange van die skool te bevorder en te beskerm;

(c) toe te sien dat die geboue, terrein, omheining en ander bybehore van die skool behoorlik versorg word en om oor die herstel van enige skade te besluit;

(d) die Minister se goedkeuring te vra vir die aanstelling, bevordering en ontslag van personeel van die skool;

(e) ondersoek in te stel na enige skriftelike klagte in verband met die skool en verslag te doen aan die Direkteur-generaal indien die raad dit nodig ag, in welke geval die raad die skriftelike klagte tesame met sy aanbeveling aan die Direkteur-generaal moet voorlê;

(f) by die Direkteur-generaal aan te beveel dat 'n ondersoek deur die Direkteur-generaal ingestel word indien, na die oordeel van die raad, 'n lid van die personeel van die skool—

(i) ingevolge artikel 26 (2) van die Wet onbekwaam is om sy pligte behoorlik uit te voer; of

(ii) weens voortdurende swak gesondheid of die een of ander liggaamlike of geestelike gebrek onbekwaam geword het om behoorlik onderwys te gee;

(g) 'n saak wat na die oordeel van die raad op die doeltreffendheid en welsyn van die skool betrekking het, onder die aandag van die Direkteur-generaal te bring;

(h) ooreenkomstig die bepalings van die Wet en die regulasies daarkragtens uitgevaardig, op te tree teen personelede en leerlinge wat hulle aan wan-gedrag skuldig maak;

(i) die Direkteur-generaal van advies te dien aangaande enige aangeleentheid in verband met die skool;

(j) die inligting, verslae of advies wat die Direkteur-generaal van tyd tot tyd mag verlang, te verstrek;

(k) exercise general supervision over the school; and

(l) perform such other duties as the Director-General may assign to the council.

(3) A council shall consider the principal's reports on the school and the Departmental inspection reports submitted to the council and shall make recommendations to the Director-General regarding the matters emanating therefrom.

(4) At least once per term a school shall be visited by a member of the council designated specifically for that purpose by the council.

(5) The member referred to in subregulation (4) shall submit a written report on the school's activities to the council at its next meeting, and the Director-General shall be provided with a copy of the report together with the minutes concerned.

Access to books and documents

13. The Director-General or any duly authorised officer of the Department, or the owner, shall have access at any time to the books, minutes and documents of any council.

Travel and subsistence allowances

14. (1) A travel and subsistence allowance in respect of the attendance of not more than four plenary meetings of a council during a calendar year shall be paid to council members from the council fund.

(2) The Minister shall, with the concurrence of the Minister of State Expenditure, determine the basis on which and the conditions subject to which such allowances shall be paid.

Responsibility for finances

15. (1) The council shall control the council fund referred to in regulation 17.

(2) The principal of a school shall *ex officio* be the treasurer of the council: Provided that the principal may, with the approval of the council, delegate the duty of keeping the financial books to a member of the staff of the school concerned: Provided further that, irrespective of who is responsible for keeping such books, the principal shall remain the treasurer of the council and as such he shall be responsible for the keeping of correct and complete accounts of all moneys expended or received by the council.

Subsidisation

16. (1) When a school makes its first application for a subsidy contemplated in section 9 of the Act, the owner of the school concerned shall provide the Director-General with a written undertaking in which he declares that he is conversant with the basis and conditions of such subsidy and that he will adhere thereto, as well as to any subsequent amendments thereto.

(2) The subsidy payable to a school for a specific financial year shall be subject to Parliament appropriating the required funds.

(k) algemene toesig oor die skool uit te oefen; en

(l) die ander pligte uit te voer wat die Direkteur-generaal aan die raad opdra.

(3) 'n Raad oorweeg die verslae van die prinsipaal oor die skool en die Departementele inspeksieverslae wat aan die raad voorgelê word en doen aanbevelings by die Direkteur-generaal omtrent die aangeleenthede wat daaruit voortspruit.

(4) 'n Skool moet minstens een keer per kwartaal deur 'n lid van die raad wat spesiaal vir dié doel deur die raad aangewys is, besoek word.

(5) Die lid in subregulasie (4) bedoel, moet 'n skriftelike verslag oor die bedrywighede van die skool aan die raad op sy volgende vergadering voorlê en 'n afskrif van die verslag moet saam met die betrokke notule aan die Direkteur-generaal voorsien word.

Toegang tot boeke en dokumente

13. Die Direkteur-generaal of enige beampte van die Departement behoorlik daartoe gemagtig, of die eienaar, het te eniger tyd toegang tot die boeke, notules en dokumente van 'n raad.

Reis- en verblyftoelae

14. (1) 'n Reis- en verblyftoelae ten opsigte van die bywoning van hoogstens vier volle vergaderings van 'n raad gedurende 'n kalenderjaar word aan raadslede uit die raadsfonds betaal.

(2) Die Minister bepaal met die instemming van die Minister van Staatsbesteding die grondslag waarop en die voorwaardes onderworpe waaraan sodanige toelae betaal word.

Verantwoordelikheid vir finansies

15. (1) Die raad beheer die raadsfonds in regulasie 17 bedoel.

(2) Die prinsipaal van 'n skool is *ex officio* die tesourier van die raad: Met dien verstande dat die prinsipaal met die goedkeuring van die raad aan 'n personeellid van die betrokke skool die plig kan opdra om die finansiële boeke by te hou: Met dien verstande voorts dat, ongeag wie verantwoordelik is vir die byhou van sodanige boeke, die prinsipaal die tesourier van die raad bly en as sodanig verantwoordelik is vir die byhou van noukeurige en volledige rekenings van alle gelde wat deur die raad bestee of ontvang is.

Subsidiëring

16. (1) By die eerste aansoek om 'n in artikel 9 van die Wet bedoelde subsidie deur 'n skool moet die eienaar van die betrokke skool 'n skriftelike onderneming aan die Direkteur-generaal verskaf waarin verklaar word dat hy vertrouwd is met die grondslag en voorwaardes van sodanige subsidie en dat hy hom daaraan sowel as aan enige daaropvolgende wysigings daarvan sal hou.

(2) Die subsidie betaalbaar aan 'n skool vir 'n bepaalde boekjaar is onderworpe aan bewilliging van fondse deur die Parlement.

Contributions to the council fund

17. (1) Into a council's account referred to in regulation 18 (2) shall be deposited—

(a) subsidies paid over by the Department to the council in accordance with these regulations;

(b) contributions by the owner in respect of the council's annual budget as well as additional contributions that the owner has undertaken to make;

(c) school fees which shall be fixed by the council and which shall be paid by the parents of pupils;

(d) moneys fixed as contributions to the council fund by the council and paid by the parents of pupils: Provided that no parent may be compelled to make such contribution to the council fund; and

(e) donations and bequests to the council fund.

(2) (a) Moneys collected for a school shall be controlled and administered by the council: Provided that where the donor of money collected imposes conditions with respect to the utilisation of such money, the receipt thereof shall be subject to the approval of the council and the Director-General, who shall refuse approval if the conditions concerned are in conflict with the aims and objectives of the school.

(b) Collected money, the utilisation of which is subject to conditions imposed by the donor thereof, shall be deposited in a separate account.

Financial administration and bookkeeping

18. (1) The financial year of a council's account shall extend from 1 April of one year up to and including 31 March of the following year.

(2) A council shall open a current account in its own name at a commercial bank registered in terms of the provisions of the Deposit-taking Institutions Act, 1990 (Act No. 94 of 1990), for all moneys controlled by it.

(3) The treasurer shall daily bring into account all moneys received on behalf of the council fund and, as far as possible, deposit these in the council's account at the bank concerned on the day of receipt or at the earliest opportunity thereafter, but not later than 10 days after receipt thereof.

(4) A council shall under no circumstances overdraw its bank account.

(5) Withdrawals from a current account shall be by cheque or withdrawal slip only and with the approval of the council, and for this purpose the council shall authorise, at a properly constituted meeting, two of its members and the treasurer to sign cheques and other documents relating to the council fund jointly on behalf of the council: Provided that the council may, in the absence of one or both of the members concerned, or of the treasurer, or of all three of them, authorise one, two or three of its other members to sign cheques and other documents.

Bydraes tot die raadsfonds

17. (1) In 'n raad se rekening in regulasie 18 (2) bedoel, word gestort—

(a) subsidies deur die Departement oorbetal aan die raad ooreenkomstig hierdie regulasies;

(b) bydraes van die eienaar ten opsigte van die raad se jaarlikse begroting asook addisionele bydraes wat die eienaar onderneem het om te maak;

(c) skoolgelde deur die raad bepaal wat deur ouers van leerlinge betaal moet word;

(d) gelde wat deur die raad as bydraes tot die raadsfonds bepaal is en deur ouers van leerlinge betaal word: Met dien verstande dat geen ouer verplig kan word om so 'n bydrae tot die raadsfonds te maak nie; en

(e) skenkings en bemakings aan die raadsfonds.

(2) (a) Geld wat vir 'n skool ingesamel is, word deur die raad beheer en geadministreer: Met dien verstande dat waar die donateur van geld wat ingesamel is, voorwaardes gestel het met betrekking tot die aanwending van sodanige geld, die ontvangs daarvan onderworpe is aan die goedkeuring van die raad en die Direkteur-generaal, wat goedkeuring weier indien die betrokke voorwaardes strydig is met die oogmerke en doelstellings van die skool.

(b) Ingesamelde geld waarvan die aanwending onderworpe is aan voorwaardes deur die donateur daarvan gestel, word in 'n afsonderlike rekening gestort.

Finansiële administrasie en boekhouding

18. (1) Die boekjaar van 'n raad se rekening strek van 1 April van een jaar tot en met 31 Maart van die daaropvolgende jaar.

(2) 'n Raad moet 'n lopende rekening in sy eie naam by 'n handelsbank geregistreer ingevolge die bepalinge van die Wet op Depositonemende Instellings, 1990 (Wet No. 94 van 1990), vir alle gelde onder sy beheer open.

(3) Die tesourier moet daagliks alle gelde ten behoeve van die raadsfonds ontvang, in rekening bring en sover moontlik op die dag van ontvangs of by die vroeë moontlike geleentheid daarna, maar nie later nie as 10 dae na ontvangs daarvan, in die raad se rekening by die betrokke bank deponeer.

(4) 'n Raad mag onder geen omstandighede sy bankrekening oortrek nie.

(5) Onttrekings uit 'n lopende rekening geskied slegs per tjek of opvragingstrokie met die goedkeuring van die raad, en vir dié doel magtig die raad op 'n behoorlik gekonstitueerde vergadering twee lede van die raad en die tesourier om tjeks en ander dokumente wat betrekking het op die raadsfonds, gesamentlik namens die raad te teken: Met dien verstande dat die raad in afwesigheid van een van of albei die betrokke lede of die tesourier, of al drie, een, twee of drie van sy ander lede kan magtig om tjeks en ander dokumente te onderteken.

- (6) Cash cheques may be issued for the purposes of supplementing a petty-cash account only.
- (7) The treasurer shall keep proper cash-books in which shall be entered all details of moneys received, receipt numbers, deposits, payments and cheque numbers, and at the end of each month the cash-books shall be closed, balanced and reconciled with the account concerned.
- (8) Receipts shall be issued immediately for all moneys received, from whatever source, and receipts shall be obtained for all moneys expended.
- (9) The treasurer shall use only one receipt book at a time.
- (10) Receipts shall be written out in their numerical sequence, no alterations to the name and the amount in words or figures shall be permitted on a receipt and a receipt shall, by means of carbon paper, be copied on a duplicate, which shall be kept in the receipt book.
- (11) Carbon copies of used receipt forms, as well as the originals and duplicates of cancelled receipt forms, shall be kept safely in their original position in the receipt book for inspection and auditing purposes.
- (12) Should a mistake be made on a receipt, the original as well as the duplicate receipt form shall be cancelled and kept in the receipt book when a new receipt is issued.
- (13) Details of receipts issued by the treasurer shall be entered in the revenue cash-book daily.
- (14) The serial numbers of all receipt books bought shall be recorded by the treasurer in a reserve stock register.
- (15) All payments out of the council fund shall be made only according to the council's budget, which shall be approved in terms of subregulation (27).
- (16) In addition to the said budget, the treasurer shall also submit a budget of estimated income and expenditure in respect of funds received from the sources listed in regulation 17 (1) (c) to (e).
- (17) In accordance with the directives issued by the Director-General from time to time, a council's cash-books and documents shall be checked monthly by a council member and scrutinised by an auditor every three months.
- (18) In addition to the action prescribed in subregulation (17), the said auditor shall annually issue a financial statement of the council's accounts and stock to the satisfaction of the Director-General.
- (19) All documents pertaining to accounts shall be stored in a safe place in accordance with the instructions of the council for auditing and inspection purposes.
- (20) No instalment sale transaction may be entered into.
- (21) Debts which have been incurred contrary to the provisions of these regulations shall not be charged against the council fund, and council members who have approved the incurring of such debts shall jointly and severally be held accountable therefor.
- (6) Kontantjeks mag uitgereik word slegs vir die doeleindes van aanvulling van 'n kleinkasrekening.
- (7) Die tesourier moet behoorlike kasboeke byhou waarin besonderhede oor alle gelde ontvang, kwitansienommers, deposito's, betalings en tjeknommers aangeteken word, en aan die einde van elke maand moet die kasboeke afgesluit, gebalanseer en met die betrokke rekening gerekonsilieer word.
- (8) Kwitansies moet onmiddellik uitgereik word vir alle gelde wat ontvang word, uit watter bron ook al, en kwitansies moet verkry word vir alle gelde wat bestee word.
- (9) Die tesourier mag slegs een kwitansieboek op 'n keer gebruik.
- (10) Kwitansies word in hulle nommervolgorde uitgeskryf, geen wysigings aan die naam en die bedrag in woorde of syfers op 'n kwitansie is toelaatbaar nie en 'n kwitansie word deur middel van deurslagpapier afgedruk op 'n duplikaat wat in die kwitansieboek behou moet word.
- (11) Deurslae van gebruikte kwitansievorms asook die oorspronklikes en duplikate van gekanselleerde kwitansievorms moet in hul oorspronklike posisies in die kwitansieboek vir inspeksie en ouditering veilig bewaar word.
- (12) Indien 'n fout op 'n kwitansie begaan is, moet die oorspronklike sowel as die duplikaatkwitansievorm gekanselleer word en in die kwitansieboek behou word wanneer 'n nuwe kwitansie uitgereik word.
- (13) Besonderhede van die kwitansies wat deur die tesourier uitgereik is, moet daagliks in die inkomstekasboek geskryf word.
- (14) Die reeksnommers van alle kwitansieboeke aangekoop moet deur die tesourier in 'n reserwevoorraadregister aangeteken word.
- (15) Alle betalings uit die raadsfonds geskied slegs ooreenkomstig die raad se begroting wat ingevolge subregulasie (27) goedgekeur word.
- (16) Die tesourier moet benewens genoemde begroting ook 'n begroting voorlê van verwagte inkomste en uitgawes ten opsigte van fondse ontvang uit die bronne in regulasie 17 (1) (c) tot (e) genoem.
- (17) Ooreenkomstig die voorskrifte wat die Direkteur-generaal van tyd tot tyd uitreik, moet 'n raad se kasboeke en bewysstukke, nadat dit maandeliks deur 'n lid van die raad gekontroleer is, elke drie maande deur 'n ouditeur nagegaan word.
- (18) Benewens die optrede in subregulasie (17) voorgeskryf, moet genoemde ouditeur jaarliks 'n finansiële staat van die raad se rekenings en voorrade tot bevrediging van die Direkteur-generaal uitreik.
- (19) Alle betalingsbewysstukke van rekenings moet ooreenkomstig die voorskrifte van die raad in veilige bewaring vir ouditering en inspeksie geplaas word.
- (20) Geen afbetalingsverkooptransaksie mag aangegaan word nie.
- (21) Skuld wat in stryd met die bepalinge van hierdie regulasies aangegaan is, mag nie teen die raadsfonds in berekening gebring word nie en raadslede wat die aangaan van sodanige skuld goedgekeur het, is gesamentlik en afsonderlik daarvoor aanspreeklik.

(22) No loans shall be granted from the council fund.

(23) The council may approve the keeping by the treasurer of a petty-cash account, according to the advance loan system, of an amount approved by it and the replenishment of and payments from the petty-cash shall be entered in the petty-cash book by the treasurer.

(24) Balances of moneys which are withdrawn from a council's account for a specific purpose but which are not spent shall at the earliest possible opportunity be redeposited in the council's account by the treasurer.

(25) Notwithstanding the provisions of regulation 15, a council shall, when the treasurer or the member of staff referred to in regulation 15 is guilty of dishonesty or misconduct and does not perform his duties as treasurer or bookkeeper of the council fund books properly, instruct the chairman to freeze the council's account, and the chairman shall report the matter to the Director-General.

(26) When a council's account has been frozen, all the duties and responsibilities of the treasurer shall devolve upon the chairman of the council until such time as the matter has been settled to the satisfaction of the council.

(27) A budget of estimated income and expenditure for each financial year shall annually at the beginning of such year be submitted by the treasurer to the council, and thereafter by the council to the Department, for consideration and approval within the guidelines of the approved Departmental subsidy referred to in regulation 17 (1) (a) and the owner's contribution referred to in regulation 17 (1) (b).

(28) At every council meeting the treasurer shall report on the income and expenditure of the council fund: Provided that a member of the council shall scrutinise all account books and documents every month and before every meeting to verify the details of the report, and should the meeting not be satisfied with the report, the meeting shall instruct the chairman to submit the report to an auditor.

(29) The owner and members of the council shall be furnished with audited statements of the income and expenditure for the previous financial year on a date determined by the Director-General, which shall be a date before the meeting referred to in subregulation (30).

(30) The audited statements referred to in subregulation (29) shall be submitted to the council for its approval by the treasurer as soon as possible after the end of the previous financial year at a plenary council meeting, and shall thereafter be submitted by the authorised officer for Departmental approval.

Utilisation of council fund

19. (1) The council fund shall be utilised solely in accordance with the approved annual budget of the council, for items specifically listed therein.

(22) Geen lenings uit die raadsfonds word toegestaan nie.

(23) Die raad kan goedkeuring verleen dat die tesourier 'n kleinkasrekening van 'n bedrag wat deur die raad goedgekeur word, volgens die voorskotstelsel hou en aanvulling van en uitbetalings uit die kleinkas moet deur die tesourier in die kleinkasboek ingeskryf word.

(24) Saldo's van gelde wat vir 'n spesifieke doel uit 'n raad se rekening onttrek is maar nie bestee is nie, moet by die vroegs moontlike geleentheid deur die tesourier in die raad se rekening teruggestort word.

(25) Ondanks die bepalings van regulasie 15 moet 'n raad, wanneer die tesourier of die personeellid in regulasie 15 genoem hom skuldig maak aan oneerlikheid of wangedrag en nie sy pligte as tesourier of boekhouer van die raadsfondsboeke na behore nakom nie, aan die voorsitter opdrag gee om die raad se rekening te bevries, en die voorsitter moet die aangeleentheid aan die Direkteur-generaal rapporteer.

(26) Wanneer die rekening van 'n raad bevries is, gaan al die pligte en verantwoordelikhede van die tesourier oor op die voorsitter van die raad tot tyd en wyl die aangeleentheid tot tevredenheid van die raad afgehandel is.

(27) 'n Begroting van verwagte inkomste en uitgawes vir elke boekjaar moet jaarliks aan die begin van sodanige jaar deur die tesourier aan die raad, en daarna deur die raad aan die Departement, vir oorweging en goedkeuring voorgelê word, binne die riglyne van die goedgekeurde Departementele subsidie in regulasie 17 (1) (a) bedoel en die eienaar se bydrae in regulasie 17 (1) (b) bedoel.

(28) Die tesourier doen by elke raadsvergadering verslag oor die inkomste en uitgawe van die raadsfonds: Met dien verstande dat 'n lid van die raad alle rekeningboeke en stukke maandeliks en voor elke vergadering moet nagaan om die besonderhede van die verslag te kontroleer, en indien die vergadering nie tevrede is met die verslag nie, moet die vergadering die voorsitter opdrag gee om die verslag aan 'n ouditeur voor te lê.

(29) Geouditeerde state van die inkomste en uitgawes vir die voorafgaande boekjaar word aan die eienaar en raadslede voorsien op 'n datum deur die Direkteur-generaal bepaal, wat 'n datum voor die vergadering in subregulasie (30) bedoel, moet wees.

(30) Die geouditeerde state in subregulasie (29) bedoel, moet deur die tesourier op 'n volle vergadering van die raad so spoedig moontlik na die einde van die vorige boekjaar vir aanvaarding deur die raad voorgelê word, en moet daarna deur die gemagtigde beamepte vir Departementele goedkeuring voorgelê word.

Aanwending van raadsfonds

19. (1) Die raadsfonds word alleen ooreenkomstig die goedgekeurde jaarlikse begroting van die raad aangewend, vir items spesifiek daarin genoem.

(2) Any other expenses to a maximum determined by the Director-General from time to time may be incurred only with the approval of both the authorised officer and the chairman of the council.

20. Subject to the conditions of any donation, bequest or trust, the council fund may be utilised for—

- (a) the purchase of sports equipment, including sports attire for team members;
- (b) the payment of affiliation fees for membership of sports unions;
- (c) the subsidisation of transport for sports teams, as well as participants in concerts and other cultural activities approved by the authorised officer;
- (d) prizes for class, school and sports achievements;
- (e) the subsidisation of educational excursions or tours, including accommodation costs, refreshments (alcoholic beverages excluded) and admission fees of pupils and accompanying teachers;
- (f) the subsidisation of holiday camps for both pupils and accompanying teachers, including transport, the hire of premises, rooms or tents and the purchase of foodstuffs and other essentials;
- (g) the purchase of works of art for the school;
- (h) the hiring of entertainment films;
- (i) the entertainment of pupils;
- (j) the expenditure which precedes fund-raising, including printing costs, the hiring of loudspeakers and the purchase of materials, meat or baking necessities;
- (k) the purchase of prefect badges;
- (l) costs and expenses relating to the administration of the council fund account concerned, including expenses in connection with account books, cash-books and banking costs; and
- (m) any other purposes in the general interest of the school or pupils.

Stock bought out of school fund

21. (1) The treasurer shall record all material and equipment bought out of the council fund in the school's stock register and note down in this register the details of all issues of materials and equipment.

(2) A council shall implement a system of bookkeeping of and control over stocks to the satisfaction of the Director-General, and detailed reports shall be submitted to the owner and the council.

Auditing of books

22. (1) The council shall obtain and pay out of its own funds for the services of an auditor, who shall be responsible for inspecting the vouchers, the cash-books and other relevant documents three-monthly, and shall annually issue audited statements regarding the school's finances and stock.

(2) Enige ander uitgawes tot 'n maksimum van tyd tot tyd deur die Direkteur-generaal bepaal, mag aangegaan word slegs met die goedkeuring van sowel die gemagtigde beampte as die voorsitter van die raad.

20. Die raadsfondse kan, behoudens die voorwaardes van enige skenking, bemaking of trust, aangewend word vir—

- (a) die aankoop van sporttoerusting, met inbegrip van sportdrag vir spanlede;
- (b) die betaling van affiliasiegelde vir lidmaatskap van sportunies;
- (c) die subsidiëring van vervoer van sportspanne, asook deelnemers aan konserte en ander kultuurbedrywighede deur die gemagtigde beampte goedkeur;
- (d) pryse vir klas-, skool- en sportprestasies;
- (e) die subsidiëring van opvoedkundige uitstapies of toere, met inbegrip van verblyfkoste, verversings (alkoholiese drank uitgesluit) en toegangsgelde van leerlinge en begeleidende onderwysers;
- (f) die subsidiëring van vakansiekampe vir leerlinge asook begeleidende onderwysers, met inbegrip van vervoer, huur van persele, lokale of tente en die aankoop van voedselware en ander noodsaaklikhede;
- (g) die aankoop van kunswerke vir die skool;
- (h) die huur van vermaaklikheidsfilms;
- (i) die vermaak van leerlinge;
- (j) die uitgawes wat fondsinsameling voorafgaan, met inbegrip van drukkerskoste, huur van luidsprekers en die aankoop van materiaal, vleis of bakbenodigdhede;
- (k) aankoop van prefekwapens;
- (l) koste en uitgawes verbonde aan die administrasie van die betrokke raadsfondsrekening, met inbegrip van uitgawes verbonde aan rekeningboeke, kasboeke en bankkoste; en
- (m) enige ander doeleindes in die algemene belang van die skool of leerlinge.

Voorrade aangekoop uit raadsfonds

21. (1) Die tesourier moet alle materiaal en toerusting wat uit die raadsfonds aangekoop is, in die voorraderegister van die skool opneem en besonderhede van alle uitreikings van materiaal en toerusting in dié register opteken.

(2) 'n Raad pas 'n stelsel van boekhouding met betrekking tot, en beheer oor, voorrade toe tot bevreddiging van die Direkteur-generaal, en met volle verslaggewing aan die eienaar en die raad.

Ouditering van boeke

22. (1) Die raad bekom, en betaal uit eie fondse vir, die dienste van 'n ouditeur wat verantwoordelik is om elke drie maande die bewysstukke, die kasboeke en relevante ander stukke na te gaan en jaarlikse geouditeerde state omtrent die raad se finansies en voorraad uit te reik.

(2) The Director-General may, notwithstanding the provisions of subregulation (1), at any time direct that the books of the council be audited by an auditor at the cost of the council.

Statements and reports

23. A council shall furnish the Director-General with—

- (a) the information he requires; and
- (b) through the authorised officer, the annual financial statements of the council referred to in regulation 18 (30).

Admission of pupils

24. The Director-General shall determine the maximum number of pupils who may be admitted to a school and its hostels for a particular school year and this number shall not be exceeded without the Director-General's prior consent.

Admission requirements

25. (1) No person shall be admitted by the principal to a school as a pupil, unless—

- (a) application for his admission has been made to the principal of the school on the official application form by or on behalf of his parent;
- (b) such person complies with the qualifications for admission set for that school by the Director-General;
- (c) the necessary accommodation is available; and
- (d) the principal is satisfied—
 - (i) that such person does not suffer from an infectious disease and that his state of health is such that it will not be detrimental to the tuition of other pupils; and
 - (ii) that such person has reached the required age and is, in certain cases, of the appropriate sex.

(2) Before admission to a school is granted, the Director-General or the council or the principal may require that such written or other proof (including a birth certificate, baptismal certificate, identity document or affidavit) be furnished as may be necessary to determine the accuracy of the information given in respect of such person.

(3) The admission of such person as a pupil by the principal in terms of this regulation shall be provisional and shall be subject to confirmation by the authorised officer.

Admission register

26. (1) When the admission of a person to a school as a pupil has been confirmed, the principal shall forthwith record in an admission register approved by the Director-General, details of such pupil, including—

- (a) the pupil's registration number;

(2) Die Direkteur-generaal kan ondanks die bepalinge van subregulasie (1) te eniger tyd gelas dat die boeke van die raad op die koste van die raad deur 'n ouditeur geouditeer moet word.

State en verslae

23. 'n Raad verstrek aan die Direkteur-generaal—

- (a) die inligting wat hy verlang; en
- (b) deur tussenkoms van die gemagtigde beampte, die jaarlikse finansiële state van die raad in regulasie 18 (30) bedoel.

Toelating van leerlinge

24. Die maksimum getal leerlinge wat vir 'n bepaalde skooljaar tot 'n skool en sy koshuise toegelaat kan word, word deur die Direkteur-generaal bepaal, en die getal mag nie sonder die Direkteur-generaal se voorafverkreë toestemming oorskry word nie.

Toelatingsvereistes

25. (1) Niemand word deur die prinsipaal as leerling tot 'n skool toegelaat nie, tensy—

- (a) aansoek om sy toelating, op die amptelike aansoekvorm, deur of namens sy ouers by die prinsipaal van die skool gedoen is;
- (b) sodanige persoon voldoen aan die kwalifikasies vir toelating gestel vir daardie skool deur die Direkteur-generaal;
- (c) die nodige akkomodasie beskikbaar is; en
- (d) die prinsipaal oortuig is—
 - (i) dat sodanige persoon nie aan 'n aansteeklike siekte ly nie en dat sy gesondheidstoestand sodanig is dat dit nie aan die onderrig van ander leerlinge afbreuk sal doen nie; en
 - (ii) dat sodanige persoon die vereiste ouderdom bereik het en, in sekere gevalle, van die toepaslike geslag is.

(2) Voordat toelating tot 'n skool verleen word, kan die Direkteur-generaal of raad of prinsipaal vereis dat sodanige skriftelike of ander bewys (met inbegrip van 'n geboortesertifikaat, doopsertifikaat, identiteitsdokument of beëdigde verklaring) gelewer word as wat nodig is om die juistheid van die inligting wat ten opsigte van sodanige persoon verstrek is, vas te stel.

(3) Die toelating van sodanige persoon as leerling deur die prinsipaal kragtens hierdie regulasie is voorwaardelik en is onderworpe aan bekragtiging deur die gemagtigde beampte.

Toelatingsregister

26. (1) Wanneer die toelating van 'n persoon as 'n leerling tot 'n skool bekragtig is, moet die prinsipaal onverwyld in 'n toelatingsregister deur die Direkteur-generaal goedgekeur, die besonderhede van sodanige leerling aanteken, waaronder—

- (a) sy leerlingregistrasienuommer;

(b) his full names, surname, date of birth as stated on his birth certificate or his baptismal certificate, or, if the said documents are not readily available, his full names, surname and date of birth as determined on the basis of other evidence;

(c) his home address; and

(d) the full names, surname and address of the parent of the pupil.

(2) Every person registered in terms of regulation (1) shall be deemed to have been duly admitted and registered as a pupil of that school for the relevant school year.

Attendance register

27. (1) Every class teacher in the school shall keep an attendance register in a form approved by the Director-General, in which such teacher shall record the following in respect of every pupil in his class:

(a) The full names and surname as recorded in the admission register; and

(b) the days on which the pupil attends or is absent from the school.

(2) The principal shall inspect every attendance register at least once a week and if it appears that a pupil is absent from school unnecessarily or for a protracted period, he shall determine the reason for such absence.

(3) If a pupil is absent from school for more than five consecutive school days without the parent or the person with whom he normally resides while attending the school informing the principal orally or in writing that the pupil is absent owing to sickness or for any other valid reason, the principal shall warn the parent or the person concerned that the name of the pupil may be deleted from the admission and attendance registers.

(4) If a pupil referred to in subregulation (3) does not return to the school within five days after his parent or the person concerned, as the case may be, has been warned in accordance with the subregulation in question, or if a valid reason for his absence has not been furnished to the principal within the said period, the principal shall delete the pupil's name from the register and the pupil shall then be deemed to have been expelled from the school.

(5) When a pupil's name has been deleted from the register in terms of subregulation (4) and he wishes to be readmitted to the school, application for readmission shall be made, and in this case regulation 26 shall apply *mutatis mutandis*: Provided that the readmission of a person older than 16 years shall be subject to the prior approval of the Director-General.

Transfer

28. (1) When a pupil is transferred from one school to another, the parent shall in writing inform the principal of the school from which the pupil is being transferred, after which the principal shall provide the parent with a transfer form approved by the Director-General and duly completed by the principal.

(b) sy volle name, van en geboortedatum soos vermeld in sy geboortesertifikaat of in sy doopsertifikaat, of indien vermelde dokumente nie gereedlik beskikbaar is nie, sy volle name, van en geboortedatum wat op grond van ander getuienis vasgestel kan word;

(c) sy woonadres; en

(d) die volle name, van en adres van die ouer van die leerling.

(2) Elke persoon wat ingevolge subregulasie (1) ingeskryf is, word geag behoorlik as leerling van daardie skool toegelaat en geregistreer te wees vir die betrokke skooljaar.

Bywoningsregister

27. (1) Elke klasonderwyser in die skool hou 'n bywoningsregister by op 'n wyse deur die Direkteur-generaal goedgekeur, waarin sodanige onderwyser ten opsigte van elke leerling in sy klas die volgende aantekeninge:

(a) Die volle name en van soos in die toelatingsregister aangeteken; en

(b) die dae waarop die leerling die skool bywoon of afwesig is.

(2) Die prinsipaal moet elke bywoningsregister minstens een keer per week nagaan en as dit blyk dat 'n leerling onnodig of vir 'n lang tydperk afwesig is, moet hy die rede vir sodanige afwesigheid vasstel.

(3) Indien 'n leerling meer as vyf agtereenvolgende skooldae van die skool afwesig is sonder dat die ouer of die persoon by wie die leerling normaalweg inwoon terwyl hy die skool bywoon die prinsipaal mondeling of skriftelik meedeel dat die leerling weens siekte of 'n ander geldige rede afwesig is, moet die prinsipaal die ouer of die betrokke persoon waarsku dat die naam van die leerling van die toelatings- en bywoningsregister geskrap kan word.

(4) Indien 'n leerling bedoel in subregulasie (3) nie binne vyf skooldae nadat sy ouer of die betrokke persoon, na gelang van die geval, ooreenkomstig bedoelde subregulasie gewaarsku is, na die skool terugkeer of 'n geldige rede vir sy afwesigheid nie binne gemelde tydperk aan die prinsipaal verstrek is nie, kan die prinsipaal die naam van die leerling van die register skrap en die leerling word dan geag uit die skool gesit te wees.

(5) Wanneer 'n leerling se naam ingevolge subregulasie (4) van die register geskrap is en hy weer tot die skool toegelaat wil word, moet om hertoelating aansoek gedoen word, en in dié geval is regulasie 26 *mutatis mutandis* van toepassing: Met dien verstande dat die toelating van 'n persoon wat ouer as 16 jaar is, aan die voorafverkreë goedkeuring van die Direkteur-generaal onderworpe is.

Oorplasing

28. (1) Wanneer 'n leerling van een skool na 'n ander skool oorgeplaas word, moet die ouer die prinsipaal van die skool waarvandaan hy oorgeplaas word, skriftelik in kennis stel, waarna die prinsipaal die ouer moet voorsien van 'n oorplasingvorm wat die Direkteur-generaal goedgekeur het en die prinsipaal behoorlik ingevul het.

(2) When application for admission to another school is made, the principal of such other school shall be provided with the transfer form referred to in subregulation (1), as well as with such other documents as the said principal may require.

Discharge

29. (1) The discharge of a pupil from a school at the request of a parent shall be effected only with the approval of the Director-General.

(2) A substantiated application for approval for the discharge of a pupil may be submitted by the parent to the Director-General through the agency of the principal.

(3) The Director-General may direct that a pupil be discharged from a school—

(a) if such pupil has reached an age which, in the opinion of the Director-General, makes the pupil's further attendance of such school unnecessary or inadvisable; and

(b) if the Director-General is of the opinion that such pupil is not benefiting sufficiently from the training in such school or has already received adequate training, or that the reason for his further attendance of such school no longer exists, or that it is otherwise advisable to terminate his attendance.

Control and discipline

30. (1) The principal of a school shall be responsible for the control over and discipline of the pupils.

(2) A code for the control over and discipline of pupils shall be drafted by the council for the guidance of the principal, and such code shall be subject to the approval of the Director-general.

Suspension and expulsion

31. (1) Should a pupil behave in such a way that his continued attendance of a school will, in the principal's opinion, be detrimental to the welfare of the school in its entirety or of any of the pupils, the principal shall immediately in writing inform such pupil's parent of such conduct and shall also inform him that, if such or similar conduct is repeated, such pupil will be liable to expulsion, and he shall report the matter to the council.

(2) On recurrence of the conduct referred to in subregulation (1) or similar conduct, the principal shall confront such pupil about his behaviour and afford him the opportunity to state his side of the matter in writing, or verbally in the presence of a teacher or other witness, and after consideration of the pupil's side of the matter the principal may suspend him from the school.

(3) Notwithstanding the provisions of subregulations (1) and (2), the principal may, after consultation with the council, forthwith suspend a pupil from the school if he commits a transgression which in the opinion of the principal seriously harms or may harm the maintenance of order and discipline at the school.

(4) When a pupil is suspended in terms of subregulation (2) or (3)—

(a) the pupil shall—

(i) leave the school premises without delay and, unless the principal has ordered otherwise, leave any school hostel; and

(2) Wanneer aansoek om toelating tot 'n ander skool gedoen word, moet die prinsipaal van sodanige ander skool voorsien word van die oorplasingvorm in subregulasie (1) bedoel, asook van sodanige ander stukke as wat gemelde prinsipaal mag vereis.

Ontslag

29. (1) Ontslag van 'n leerling uit 'n skool op versoek van 'n ouer geskied slegs met die goedkeuring van die Direkteur-generaal.

(2) 'n Gemotiveerde aansoek om goedkeuring vir die ontslag van 'n leerling kan deur die ouer deur bemiddeling van die prinsipaal by die Direkteur-generaal ingedien word.

(3) Die Direkteur-generaal kan opdrag gee dat 'n leerling uit 'n skool ontslaan word—

(a) indien sodanige leerling 'n ouderdom bereik het wat na die mening van die Direkteur-generaal sy verdere bywoning van sodanige skool onnodig of onraadsaam maak; en

(b) indien die Direkteur-generaal van mening is dat sodanige leerling nie genoegsaam baat vind by die opleiding in sodanige skool nie, of reeds voldoende opleiding ontvang het, of die rede vir sy verdere bywoning van sodanige skool nie meer bestaan nie, of dit andersins raadsaam is om sy bywoning te beëindig.

Beheer en tug

30. (1) Die prinsipaal van 'n skool is verantwoordelik vir die beheer oor en tug van die leerlinge.

(2) 'n Kode vir die beheer oor en tug van leerlinge moet deur die raad opgestel word vir die leiding van die prinsipaal en sodanige kode is onderworpe aan die goedkeuring van die Direkteur-generaal.

Skorsing en uitsetting

31. (1) Indien 'n leerling hom sodanig gedra dat sy voortgesette bywoning van 'n skool na die oordeel van die prinsipaal nadelig sal wees vir die welsyn van die skool in sy geheel of van enige van die leerlinge, moet die prinsipaal sonder versuim die ouer van sodanige leerling skriftelik van sodanige gedrag verwittig en hom meedeel dat, by herhaling van sodanige of soortgelyke gedrag, sodanige leerling hom aan uitsetting sal blootstel en moet hy die saak by die raad aanmeld.

(2) By herhaling van die gedrag in subregulasie (1) bedoel of soortgelyke gedrag moet die prinsipaal sodanige leerling oor sy gedrag konfronteer en geleentheid gee om sy kant van die saak skriftelik, of mondeling in teenwoordigheid van 'n onderwyser of 'n ander getuie, te stel, en na oorweging van die leerling se kant van die saak kan die prinsipaal hom uit die skool skors.

(3) Ondanks die bepalinge van subregulasies (1) en (2) kan die prinsipaal na oorlegpleging met die raad 'n leerling onverwyld uit die skool skors indien hy 'n oortreding pleeg wat na die oordeel van die prinsipaal die handhawing van orde en dissipline in die skool ernstig benadeel of kan benadeel.

(4) Wanneer 'n leerling kragtens subregulasie (2) of (3) geskors word—

(a) moet die leerling—

(i) sonder versuim die perseel van die skool en, tensy die prinsipaal anders gelas, enige skoolkoshuis verlaat; en

(ii) save for the purpose of an investigation as set out below, not be or remain on the school premises, including any sportsfield;

(b) the principal shall without delay—

(i) in writing inform the pupil's parent of the suspension and the reason therefor; and

(ii) submit a detailed report regarding such suspension to the council.

(5) The council may, after consideration of the report and after such further investigation as it may deem desirable, order the expulsion of such pupil or take such other steps as it may deem necessary.

(6) Notwithstanding the provisions of subregulations (1), (2), (3), (4) and (5), the council may summarily expel from the school a pupil if he—

(a) deliberately or negligently contravenes any regulation made in terms of the Act;

(b) behaves within or outside the buildings or within the schoolgrounds in a manner which, in the opinion of the principal, seriously harms or may harm the maintenance of order or discipline at the school;

(c) deliberately damages, destroys or uses or appropriates to himself the property of the school or of any other person or body;

(d) deliberately contravenes any examination regulation or instruction;

(e) deliberately refuses to carry out a legitimate instruction given by the principal or a teacher authorised thereto by the principal;

(f) deliberately gives false information to the principal or a teacher;

(g) is found guilty in court of an offence which, in the opinion of the principal or the authorised officer, is serious enough to justify disciplinary action;

(h) incites or instigates a fellow pupil to contravene any regulation or instruction made in terms of the Act;

(i) participates in or instigates a boycott of classes or school functions or participates in or instigates protest marches, sit-ins or any riotous action;

(j) performs an act of insubordination; or

(k) possesses or uses a habit-forming drug without the prescription of a registered medical practitioner.

(7) An appeal by the parent against the expulsion of a pupil from a school may be made to the Director-General within seven days of such expulsion and the Director-General's decision shall be final.

(ii) uitgesonderd vir die doeleindes van 'n ondersoek soos hieronder bepaal, nie op die perseel van die skool, met inbegrip van enige sportgrond, kom of bly nie;

(b) moet die prinsipaal sonder versuim—

(i) die ouer van die leerling skriftelik in kennis stel van die skorsing en die rede daarvoor; en

(ii) 'n breedvoerige verslag aangaande sodanige skorsing by die raad indien.

(5) Die raad kan na oorweging van die verslag en die verdere ondersoek wat hy wenslik ag, indien dit dienstig geag word, die uitsetting van sodanige leerling gelas of sodanige ander stappe doen as wat hy nodig ag.

(6) Ondanks die bepalinge van subregulasies (1), (2), (3), (4) en (5) kan die raad 'n leerling summier uit die skool sit indien die leerling—

(a) opsetlik of nalatig enige regulasie kragtens die Wet uitgevaardig, oortree;

(b) hom binne of buite die geboue of binne die terrein van die skool gedra op 'n wyse wat na die oordeel van die prinsipaal die handhawing van die orde of dissipline van die skool ernstig benadeel of kan benadeel;

(c) eiendom van die skool of enige ander persoon of instansie opsetlik beskadig, vernietig of gebruik of hom dit toe-eien;

(d) enige eksamenregulasie of voorskrif opsetlik oortree;

(e) opsetlik weier om 'n regmatige opdrag gegee deur die prinsipaal of 'n onderwyser deur die prinsipaal daartoe gemagtig, uit te voer;

(f) opsetlik valse inligting aan die prinsipaal of 'n onderwyser verstrek;

(g) in 'n hof skuldig bevind word aan 'n misdryf wat na die oordeel van die prinsipaal of die gemagtigde beamppte ernstig genoeg is om dissiplinêre optrede te regverdig;

(h) 'n medeleerling uitlok of aanstig om enige regulasie of instruksie kragtens die Wet uitgevaardig, te oortree;

(i) aan 'n boikot van klasse of skoolfunksies deelneem of sodanige boikotte aanstig of aan protesoptoere, sitstakinge of enige oproerige handeling deelneem of dit aanstig;

(j) 'n handeling van insubordinasie verrig; of

(k) 'n gewoontevormende dwelmiddel sonder voorskrif van 'n geregistreerde mediese praktisyn besit of gebruik.

(7) 'n Appèl deur die ouer teen die uitsetting van 'n leerling uit 'n skool kan binne sewe dae vanaf sodanige uitsetting by die Direkteur-generaal aangeteken word en die beslissing van die Direkteur-generaal is afdoende.

Treatment of pupils under extraordinary circumstances

32. (1) If a pupil of a school, in the principal's opinion, refuses to attend classes or to receive tuition or is deliberately absent from school or classes without good reason, the principal shall forthwith warn the pupil in writing or verbally that should he neglect to resume class attendance prior to or on a date and time determined by the principal with a view to receiving tuition, such neglect will result in the deletion of his name from the admission register.

(2) When the principal issues a warning in terms of subregulation (1), he shall at the same time in writing warn the parent of such pupil accordingly and shall inform the council of the facts.

(3) A pupil referred to in subregulation (1) who, notwithstanding the said warning, refuses or neglects to resume class attendance prior to or on the date and time determined in terms of said subregulation with a view to receiving tuition shall be deemed to have left the school voluntarily for the rest of that school year and—

(a) the principal shall—

(i) delete the name of such pupil from the admission register; and

(ii) in writing inform the parent of such pupil accordingly; and

(b) such pupil may from that date not set foot in the school or on the schoolgrounds or the school premises.

(4) If in the opinion of the principal, the majority of the school's pupils refuse to attend classes or to receive tuition, or are deliberately absent from the school or classes for whatever reason, and the principal is of the opinion that such refusal or absence is disrupting the educational programme at the school concerned or obstructing it to the extent that the school's pupils are unable to complete the standard or course for which they have been admitted, the principal shall forthwith orally or in any other suitable and effective manner warn such pupils that, should they neglect to resume class attendance with a view to receiving tuition before or on the date and time determined by the principal, such neglect shall result in the deletion of their names from the admission register of the school, and also in the closing of the school.

(5) When a warning is issued in terms of subregulation (4) the principal shall, at the same time, in writing inform the parents of such pupils accordingly.

(6) A pupil referred to in subregulation (4) who, notwithstanding the said warnings, refuses or neglects to resume class attendance in order to receive tuition before or on the date and time determined in terms of subregulation (4) shall be deemed to have left the school voluntarily for the rest of the school year and—

(a) the principal shall—

(i) delete the name of such pupil from the admission register; and

Behandeling van leerlinge onder buitengewone omstandighede

32. (1) Indien 'n leerling van 'n skool na die mening van die prinsipaal weier om klasse by te woon of om onderrig te ontvang of sonder goeie rede doelbewus afwesig is van die skool of klasse, moet die prinsipaal die leerling onverwyld mondeling of skriftelik waarsku dat indien hy versuim om voor of op 'n datum en tyd wat die prinsipaal bepaal, klasbywoning te hervat met die doel om onderrig te ontvang, sodanige versuim sal lei tot die skraping van sy naam van die toelatingsregister.

(2) Wanneer die prinsipaal 'n waarskuwing kragtens subregulasie (1) rig, moet hy tegelykertyd die ouer van sodanige leerling skriftelik dienooreenkomstig waarsku en die raad van die feite verwittig.

(3) 'n Leerling bedoel in subregulasie (1) wat ondanks bedoelde waarskuwing weier of nalaat om voor of op die datum en tyd bepaal ingevolge gemelde subregulasie klasbywoning te hervat met die doel om onderrig te ontvang, word geag die skool vir die res van daardie skooljaar vrywillig te verlaat het, en—

(a) die prinsipaal moet—

(i) die naam van sodanige leerling van die toelatingsregister skrap; en

(ii) die ouer van sodanige leerling skriftelik dienooreenkomstig inlig; en

(b) sodanige leerling mag vanaf bedoelde datum nie die skool of die skoolgronde of die skoolperseel betree nie.

(4) Indien na die mening van die prinsipaal die meerderheid van die leerlinge van 'n skool weier om klasse by te woon of om onderrig te ontvang, of om watter rede ook al doelbewus afwesig is van die skool of klasse, en die prinsipaal van oordeel is dat sodanige weiering of afwesigheid die onderwysprogram aan die betrokke skool ontwrig of in so 'n mate belemmer dat leerlinge van die skool nie in staat is om die standerd of kursus waarvoor hulle toegelaat is, behoorlik te voltooi nie, moet die prinsipaal sodanige leerlinge onverwyld mondeling of op enige ander gepaste en doeltreffende wyse waarsku dat indien hulle versuim om voor of op 'n datum en tyd wat die prinsipaal bepaal, klasbywoning te hervat met die doel om onderrig te ontvang, sodanige versuim sal lei tot die skraping van hulle name van die toelatingsregister van die skool en ook tot die sluiting van die skool.

(5) Wanneer 'n waarskuwing kragtens subregulasie (4) gerig word, moet die prinsipaal die ouers van sodanige leerlinge tegelykertyd skriftelik dienooreenkomstig inlig.

(6) 'n Leerling bedoel in subregulasie (4) wat ondanks bedoelde waarskuwings weier of nalaat om voor of op die datum en tyd bepaal ingevolge subregulasie (4) klasbywoning te hervat ten einde onderrig te ontvang, word geag die skool vir die res van daardie skooljaar vrywillig te verlaat het en —

(a) die prinsipaal moet —

(i) die naam van sodanige leerling van die toelatingsregister skrap; en

(ii) in writing inform the parent of such pupil accordingly; and

(b) such pupil may, from the said date, not set foot in the school or on the schoolgrounds or the school premises.

(7) If, in the Minister's opinion, the number of pupils who refuse or neglect to resume class attendance for the purpose of receiving tuition as referred to in subregulation (6) is such that the continued existence of the school is not justified, he may withdraw the registration of the school in terms of section 8 (4) (b) of the Act and shall, once the registration of the school has been so withdrawn, direct that the pupils who resumed class attendance for the purpose of receiving tuition prior to or on the said date be transferred to another school.

(8) When the registration of a school referred to in subregulation (7) has been withdrawn and is thereafter reinstated by the Minister, the principal may admit a person as a pupil to the said school within a period determined by the council.

(9) No person shall be admitted to the school concerned under the circumstances referred to in subregulation (8) unless he complies with the admission requirements prescribed in regulation 31 (1) and (2): Provided that the council may further require—

(a) the pupil to be accompanied by his parent when application for admission is made; and

(b) the parent to give a written undertaking that he will ensure that the pupil attends the school regularly.

(10) The parent of a pupil whose name has been deleted from the admission register in terms of this regulation, may, within seven days of having been notified thereof, appeal against such deletion to the Director-General who, after hearing all the interested parties, may either confirm the action of the principal concerned or direct that the name of the pupil concerned be re-entered in the admission register.

Reimbursement of moneys

33. When a pupil is expelled from a school, the parent shall not be entitled to reimbursement of any moneys paid by him or any other expenses incurred by him.

Premises and buildings

34. Where school premises or school buildings have been bought, erected or improved by means of a State subsidy or State loan, the State's interests shall be protected by a written agreement, as approved by the Director-General in consultation with the Treasury, between the State and the owner of the school premises, school buildings or any other improvements.

Furniture and other equipment

35. Furniture, vehicles and any other equipment bought with a Departmental subsidy shall not be alienated, destroyed or otherwise disposed of without the approval of the Director-General, and any proceeds of such disposal shall be divided between the State-aided school and the State on the same basis as that on which the State subsidised the purchase thereof and on which the owner contributed thereto.

(ii) die ouer van sodanige leerling skriftelik dienooreenkomstig inlig; en

(b) sodanige leerling mag vanaf bedoelde datum nie die skool of die skoolgronde of die skoolperseel betree nie.

(7) Indien die Minister van oordeel is dat die aantal leerlinge wat weier of nalaat om klasbywoning te hervat ten einde onderrig te ontvang soos in subregulasie (6) bedoel van so 'n omvang is dat die voortbestaan van die skool nie geregverdig is nie, kan hy die registrasie van die skool ooreenkomstig artikel 8 (4) (b) van die Wet intrek, en indien die registrasie van die skool aldus ingetrek is, moet hy gelas dat die leerlinge wat voor of op bedoelde datum klasbywoning hervat het met die doel om onderrig te ontvang, na 'n ander skool oorgeplaas word.

(8) Wanneer die registrasie van 'n skool in subregulasie (7) bedoel, ingetrek is en daarna deur die Minister herstel word, kan die prinsipaal iemand binne 'n tydperk deur die raad bepaal, as leerling tot bedoelde skool toelaat.

(9) Niemand word onder die omstandighede bedoel in subregulasie (8) tot die betrokke skool toegelaat nie, tensy hy voldoen aan die toelatingsvereistes voorgeskrif in regulasie 31 (1) en (2): Met dien verstande dat die raad verder ook kan vereis—

(a) dat die leerling deur sy ouer vergesel word wanneer aansoek om toelating gedoen word; en

(b) dat die ouer skriftelik onderneem om toe te sien dat die leerling die skool gereeld bywoon.

(10) Die ouer van 'n leerling wie se naam ingevolge hierdie regulasie van die toelatingsregister geskrap is, kan binne sewe dae nadat hy daarvan in kennis gestel is, appèl teen sodanige skrapping by die Direkteur-generaal aanteken, wat, nadat hy alle belanghebbende partye aangehoor het, die optrede van die betrokke prinsipaal kan bekragtig of kan gelas dat die betrokke leerling se naam op die toelatingsregister herstel word.

Terugbetaling van gelde

33. Wanneer 'n leerling uit 'n skool uitgesit word, is die ouer nie geregtig op terugbetaling van enige gelde wat hy betaal het of ander koste wat hy aangegaan het nie.

Persele en geboue

34. Waar skoolpersele of geboue met 'n Staatsubsidie of Staatslening aangekoop, opgerig of verbeter word, word die Staat se belange beskerm deur 'n skriftelike ooreenkoms, soos goedgekeur deur die Direkteur-generaal in oorleg met die Tesourie, tussen die Staat en die eienaar van die skoolperseel, skoolgeboue of ander verbeteringe.

Meubels en ander toerusting

35. Meubels, voertuie en enige ander toerusting wat met 'n Departementele subsidie aangekoop is, word nie sonder die goedkeuring van die Direkteur-generaal vervreem, vernietig of anders oor beskik nie en enige opbrengs van sodanige beskikking word verdeel tussen die Staatsondersteunde skool en die Staat op dieselfde grondslag as dié waarop die Staat die aankoop daarvan gesubsidieer het en waarop die eienaar daartoe bygedra het.

General

36. (1) The school calendar and school hours, as determined by the Director-General, shall be adhered to by a school.

(2) The council shall ensure that the required books in connection with the administration and organisation of the school, such as the school journal, admission register, class registers, punishment book, schemes of work, report books and other books, statements or returns required by the Director General, are regularly updated by the principal and his staff to the satisfaction of the Director-General.

(3) When the Director-General orders an inspection of any matter at a school, the council and staff shall give their full co-operation to the officer charged with conducting the inspection.

(4) All books and documents or information required shall be put at the disposal of the officer and he shall be given access to all rooms and have every opportunity to interview teachers and employees of the school and to observe them while they are engaged in the performance of their daily duties.

Offences

37. Any person who—

(a) on the premises of a school, including any grounds or a hostel—

(i) presents to pupils a course or syllabus other than a course or syllabus instituted under section 35 of the Act for the education, instruction or training of persons in schools, excluding a work programme, class or course, which, in the normal course of school activities, is generally presented at schools in addition to the courses instituted in terms of the Act; or

(ii) presents to pupils any education, instruction or training in a course instituted under the said section 35, according to any syllabus other than the syllabus which has been determined under the said section for that course;

(b) disrupts or obstructs a class where education, instruction or training is being provided by a school to pupils of the school; or

(c) disrupts or obstructs a sporting, social or any other function which is being presented for pupils of the school,

shall be guilty of an offence and liable on conviction to a fine or, in default of payment, to imprisonment for a period not exceeding 12 months.

Repeal and amendment of regulations

38. The regulations published by Government Notice No. R. 962 of 24 June 1966 are hereby repealed.

Algemeen

36. (1) Die skoolkalender en skoolure soos deur die Direkteur-generaal bepaal, moet deur 'n skool gevolg word.

(2) Die raad sien toe dat die nodige boeke in verband met die administrasie en organisasie van die skool, soos die skooljoernaal, toelatingsregister, klas-registers, strafboek, werkskemas, verslagboeke en ander boeke, state of opgawes wat deur die Direkteur-generaal vereis word, gereeld deur die prinsipaal en sy personeel bygehou word tot tevreedenheid van die Direkteur-generaal.

(3) Wanneer die Direkteur-generaal 'n inspeksie van enige aangeleentheid by 'n skool gelas, moet die raad en personeel hulle volle samewerking gee aan die beamppte aan wie die uitvoering van die inspeksie opgedra is.

(4) Alle boeke en dokumente of inligting wat verlang word, moet ter beskikking van die beamppte gestel word en toegang tot alle lokale moet aan hom verleen word en hy moet volle geleentheid kry om onderwysers en werknemers van die skool te ondervra en waar te neem terwyl hulle besig is met die uitvoering van hulle daaglikse pligte.

Misdrywe

37. Iemand wat—

(a) op 'n skoolperseel, met inbegrip van enige terrein of koshuis—

(i) 'n ander kursus of sillabus as 'n kursus of sillabus wat kragtens artikel 35 van die Wet vir die onderwys, onderrig of opleiding van persone in skole ingestel is, behalwe 'n werkprogram, klas of kursus wat in die gewone loop van skoolwerksaamhede algemeen by skole bykomstig tot die by Wet ingestelde kursusse aangebied word, aan leerlinge aanbied; of

(ii) enige onderwys, onderrig of opleiding in 'n kursus wat kragtens gemelde artikel 35 ingestel is, volgens 'n ander sillabus as die sillabus wat kragtens genoemde artikel vir daardie kursus bepaal is, aan leerlinge aanbied,

(b) 'n klas waar onderwys, onderrig of opleiding deur 'n skool aan leerlinge van die skool verskaf word, ontwig of belemmer; of

(c) 'n sport-, sosiale of ander byeenkoms wat deur 'n skool vir leerlinge van die skool aangebied word, ontwig of belemmer,

pleeg 'n misdryf en is by skuldigbevinding strafbaar met 'n boete of by wanbetaling daarvan met gevangenisstraf vir 'n tydperk van hoogstens 12 maande.

Herroeping en wysiging van regulasies

38. Die regulasies afgekondig by Goewerments-kennisgewing No. R. 962 van 24 Junie 1966 word hierby herroep.

39. The regulations published by Government Notice R. 1143 of 29 May 1981, as amended by Government Notices Nos. R. 833 of 30 April 1982, R. 742 of 4 April 1985, R. 2287 of 11 November 1988 and R. 2367 of 25 November 1988, are hereby amended by the substitution for the definition of "school" in regulation 1 of the following definition:

" 'school' shall mean any school as defined in section 1 of the Act, excluding institutions for teacher training, night schools, centres for the education of adults, State-aided special schools and private schools;".

40. The regulations published by Government Notice R. 830 of 30 April 1982, as amended by Government Notices Nos. R. 10 of 6 January 1989 and R. 1097 of 2 June 1989, are hereby amended by the substitution for the definition of "school" in regulation 1 of the following definition:

" 'school' shall mean a school as defined in section 1 of the Act, excluding institutions for the training of teachers, night schools, centres for the education of adults, schools of industries, reform schools and special schools;".

39. Die regulasies afgekondig by Goewermentskennisgewing No. R. 1143 van 29 Mei 1981, soos gewysig by Goewermentskennisgewings nos. R. 833 van 30 April 1982, R. 742 van 4 April 1985, R. 2287 van 11 November 1988 en R. 2367 van 25 November 1988, word hierby gewysig deur die woordskrywing van "skool" in regulasie 1 deur die volgende woordskrywing te vervang:

" 'skool' 'n skool soos omskryf in artikel 1 van die Wet, uitgesonderd inrigtings vir die opleiding van onderwysers, aandskole, sentrums vir die onderwys van volwassenes, Staatsondersteunde spesiale skole en private skole;".

40. Die regulasies afgekondig by Goewermentskennisgewing R. 830 van 30 April 1982, soos gewysig by Goewermentskennisgewings Nos. R. 10 van 6 Januarie 1989 en R. 1097 van 2 Junie 1989, word hierby gewysig deur die woordskrywing van "skool" in regulasie 1 deur die volgende woordskrywing te vervang:

" 'skool' 'n skool soos omskryf in artikel 1 van die Wet, uitgesonderd inrigtings vir die opleiding van onderwysers, aandskole, sentrums vir die onderwys van volwassenes, nywerheidskole, verbeteringskole en spesiale skole;".

DEPARTMENT OF FINANCE

No. R. 79

22 January 1993

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/550)

Under section 48 of the Customs and Excise Act, 1964, part 1 of Schedule No. 1 to the said Act is hereby amended, with retrospective effect to 13 November 1992, to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

DEPARTEMENT VAN FINANSIES

No. R. 79

22 Januarie 1993

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/550)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 13 November 1992, in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
59.03			By the substitution for heading No. 59.03 of the following:			
"59.03			Textile fabrics impregnated, coated, covered or laminated with plastics (excluding those of Heading No. 59.02).			
	5903.10		With polyvinyl chloride:			
	.10	0	In a plain weave, of a mass of the basic textile fabric exceeding 340 g/m ² , commonly known as canvas or duck, surface-coated	kg	15%	
	.20	8	Electrical insulating tape	kg	5%	
	.30	5	Of a kind commonly used for interlinings	kg	25% or 120c/m ² less 75%	
	.40	2	Other, incorporating glass microspheres	kg	free	
	.90	9	Other	kg	25% or 180c/m ² less 75%	

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
	5903.20		With polyurethane:			
	.10	5	In a plain weave, of a mass of the basic textile fabric exceeding 340 g/m ² , commonly known as canvas or duck, surface-coated	kg	15%	
	.20	2	Electrical insulating tape	kg	5%	
	.30	7	Of a kind commonly used for interlinings	kg	25% or 120c/m ² less 75%	
	.40	7	Other, incorporating glass microspheres	kg	free	
	.90	3	Other	kg	30%	
	5903.90		Other:			
	.10	7	In a plain weave, of a mass of the basic textile fabric exceeding 340 g/m ² , commonly known as canvas or duck, surface-coated	kg	15%	
	.20	4	Electrical insulating tape	kg	5%	
	.30	1	Of a kind commonly used for interlinings	kg	25% or 120c/m ² less 75%	
	.35	2	Other, incorporating glass microspheres	kg	free	
	.40	9	Other, of a mass of less than 200 g/m ² and a width or circumference exceeding 200 mm	kg	20% or 70c/m ² less 80%	
	.50	6	Other, of a mass of 200 g/m ² or more and a width or circumference exceeding 200 mm	kg	20% or 120c/kg	
	.90	5	Other	kg	20%''	

Note.—The rates of duty on certain textile fabrics of heading No. 59.03 are amended with retrospective effect to 13 November 1992.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
59.03 "59.03			Deur pos No. 59.03 deur die volgende te vervang: Tekstielstowwe met plastieke geïmpregneer, bestryk, bedek of gelamelleer (uitgesonderd dié van Pos No. 59.02).			
	5903.10		Met polivinielchloried:			
	.10	0	Met 'n effebinding, met 'n massa van die basiese tekstielstof van meer as 340 g/m ² , gewoonlik seil of seildoek genoem, op die oppervlak bestryk	kg	15%	
	.20	8	Elektriese isoleerband	kg	5%	
	.30	5	Van 'n soort gewoonlik as tussenvoerings gebruik	kg	25% of 120c/m ² min 75%	
	.40	2	Ander, wat glasmikrosfere inkorporeer	kg	vry	
	.90	9	Ander	kg	25% of 180c/m ² min 75%	
	5903.20		Met poliuretaan:			
	.10	5	Met 'n effebinding, met 'n massa van die basiese tekstielstof van meer as 340 g/m ² , gewoonlik seil of seildoek genoem, op die oppervlak bestryk	kg	15%	
	.20	2	Elektriese isoleerband	kg	5%	
	.30	7	Van 'n soort gewoonlik as tussenvoerings gebruik	kg	25% of 120c/m ² min 75%	
	.40	7	Ander, wat glasmikrosfere inkorporeer	kg	vry	
	.90	3	Ander	kg	30%	
	5903.90		Ander:			
	.10	7	Met 'n effebinding, met 'n massa van die basiese tekstielstof van meer as 340 g/m ² , gewoonlik seil of seildoek genoem, op die oppervlak bestryk	kg	15%	
	.20	4	Elektriese isoleerband	kg	5%	
	.30	1	Van 'n soort gewoonlik as tussenvoerings gebruik	kg	25% of 120c/m ² min 75%	
	.35	2	Ander, wat glasmikrosfere inkorporeer	kg	vry	
	.40	9	Ander, met 'n massa van minder as 200 g/m ² en 'n wydte of omtrek van meer as 200 mm	kg	20% of 70c/m ² min 80%	
	.50	6	Ander, met 'n massa van minstens 200 g/m ² en 'n wydte of omtrek van meer as 200 mm	kg	20% of 120c/kg	
	.90	5	Ander	kg	20%''	

Opmerking.—Die skale van reg op sekere tekstielstowwe van pos No. 59.03 word gewysig met terugwerkende krag tot 13 November 1992.

No. R. 80

22 January 1993

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 4 (No. 4/124)

Under section 75 of the Customs and Excise Act, 1964—

1. Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to tariff heading No. 85.21, shall be deemed to have come into operation on 10 April 1992.

J. A. VAN WYK,

Deputy Minister of Finance.

No. R. 80

22 Januarie 1993

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 4 (No. 4/124)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964—

1. Word Bylae No. 4 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aange-
toon; en
2. word hierdie wysiging, vir sover dit betrekking het op tariefpos No. 85.21, geag op 10 April 1992 in werking te getree het.

J. A. VAN WYK,

Adjunkminister van Finansies.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
405.03	"85.21	01.04	42	By the substitution for tariff heading No. 85.21 of the following: Video recording or reproducing apparatus, whether or not incorporating a video tuner By the deletion of tariff heading No. 85.28.	Not exceeding the duty in Section B of Part 2 of Schedule No. 1"

Note.—This amendment has become necessary as a result of the transfer of video recording or reproducing apparatus, incorporating a video tuner, from heading No. 85.28 to heading No. 85.21 in Schedule No. 1. This amendment in so far as it relates to tariff heading No. 85.21, has retrospective effect to 10 April 1992.

BYLAE

I Korting- item	II			III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.		
405.03	"85.21	01.04	42	Deur tariefpos No. 85.21 deur die volgende te vervang: Video-opneem of weergee-apparate, hetsy dit 'n video- instemmer inkorporeer al dan nie Deur tariefpos No. 85.28 te skrap.	Hoogstens die reg in Afdeling B van Deel 2 van Bylae No. 1"

Opmerking.—Hierdie wysiging het nodig geword as gevolg van die oorpasing van video opneem- of weergee-apparate, wat 'n video-instemmer inkorporeer, van pos No. 85.28 na pos No. 85.21 in Bylae No. 1. Die wysiging het, vir sover dit betrekking het op tariefpos No. 85.21, terugwerkende krag tot 10 April 1992.

DEPARTMENT OF MANPOWER

No. R. 76

22 January 1993

LABOUR RELATIONS ACT, 1956

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, PRETORIA: EXTENSION OF MAIN AGREEMENT

I, Donald Charles Moody, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the

DEPARTEMENT VAN MANNEKRAG

No. R. 76

22 Januarie 1993

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRAAD VIR DIE HAARKAPPERS-BEDRYF, PRETORIA: VERLENGING VAN HOOF-OOREENKOMS

Ek, Donald Charles Moody, Direkteur: Arbeidsbetrekkinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48

Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 164 of 26 January 1990 and R. 2455 of 11 October 1991, by a further period ending 5 February 1995.

D. C. MOODY,

Director: Labour Relations.

No. R. 78

22 January 1993

CORRECTION NOTICE

MACHINERY AND OCCUPATIONAL SAFETY ACT,
1983 (ACT No. 6 OF 1983)

VESSELS UNDER PRESSURE REGULATIONS

The following corrections to Government Notice No. R. 2919 appearing in *Government Gazette* No. 14350 of 23 October 1992 are published for general information:

In the Afrikaans text to the Schedule on page 3—

item 4 (1) (f), replace the expression "ontwerp-toetsdruk" with the expression "ontwerpmeterdruk".

In the Afrikaans text to the Schedule on page 7—

paragraph (11) (2), replace the expression "vloeistof in 'n drukhouer" with the expression "vloeistof in 'n stoomketel of drukhouer".

In the Afrikaans text to the Schedule on page 8—

paragraph 13 (2), replace the expression "drukhouer" with the expression "houer onder druk".

In the English text to the Schedule on page 7—

paragraph (11) (2), replace the expression "liquid in a vessel under pressure" with the expression "liquid in a boiler or pressure vessel".

No. R. 83

22 January 1993

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY (TRANSVAAL): AMENDMENT OF MAIN AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, or the period ending 3 years after the date of publication of this notice and, 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

(4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermmentskennisgewings R. 164 van 26 Januarie 1990 en R. 2455 van 11 Oktober 1991, met 'n verdere tydperk wat op 5 Februarie 1995 eindig.

D. C. MOODY,

Direkteur: Arbeidsbetrekkinge.

No. R. 78

22 Januarie 1993

VERBETERINGSKENNISGEWING

WET OP MASJINERIE EN BEROEPSVEILIGHEID,
1983 (WET No. 6 VAN 1983)

REGULASIES VIR HOUEERS ONDER DRUK

Onderstaande verbeterings aan Goewermmentskennisgewing No. R. 2919 wat in *Staatskoerant* No. 14350 van 23 Oktober 1992 verskyn, word vir algemene inligting gepubliseer:

In die Afrikaanse teks van die Bylae op bladsy 3—

item 4 (1) (f), vervang die uitdrukking "ontwerp-toetsdruk" deur die uitdrukking "ontwerpmeterdruk".

In die Afrikaanse teks van die Bylae op bladsy 7—

paragraaf (11) (2), vervang die uitdrukking "vloeistof in 'n drukhouer" deur die uitdrukking "vloeistof in 'n stoomketel of drukhouer".

In die Afrikaanse teks van die Bylae op bladsy 8—

paragraaf 13 (2), vervang die uitdrukking "drukhouer" deur die uitdrukking "houer onder druk".

In die Engelse teks van die Bylae op bladsy 7—

paragraaf (11) (2), vervang die uitdrukking "liquid in a vessel under pressure" deur die uitdrukking "liquid in a boiler or pressure vessel".

No. R. 83

22 Januarie 1993

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID (TRANSVAAL): WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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, vir die tydperk wat 3 jaar na die datum van publikasie van hierdie kennisgewing 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) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1.1.1.(i), 2, 13, 14.6.4(d), 14.9, 20, 22, 23, 24 and 25 of Chapter I shall be binding, for the period ending 3 years after the date of publication of this notice, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

BUILDING INDUSTRY COUNCIL (TRANSCVAAL)

AGREEMENT

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

Master Builders Association (Transvaal South)

Building Industries Association (Transvaal North)

Master Masons and Quarry Owners Association (South Africa)

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

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

being the parties to the Building Industry Council (Transvaal), to amend the Main Agreement, published under Government Notice No. R. 899 of 24 April 1987, as amended, extended and renewed by Government Notices, Nos. R. 58 of 15 January 1988, R. 888 of 5 May 1988, R. 1061 of 3 June 1988, R. 298 of 24 February 1989, R. 1038 of 26 May 1989, R. 1578 of 21 July 1989, R. 354 of 15 June 1990, R. 2013 of 24 August 1990, R. 2378 and R. 2379 of 27 September 1991.

CHAPTER 1

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

(ii) (a) in the Magisterial District of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria); the area within a radius of 48,28 km of the General Post Office, Krugersdorp; the area within a radius of 32,18 km of the General Post Office, Vereeniging; the area within a radius of 32,18 km of the

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1.1.1.(i), 2, 13, 14.6.4(d), 14.9, 20, 22, 23, 24 en 25 van Hoofstuk I vir die tydperk wat 3 jaar na die datum van publikasie van hierdie kennisgewing eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

BOUNYWERHEIDSRAAD (TRANSCVAAL)

OOREENKOMS

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

Master Builders Association (Transvaal South)

Bou-industrieë Assosiasie (Transvaal Noord)

Master Masons and Quarry Owners Association (South Africa)

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

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Bounywerheidsraad (Transvaal),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 899 van 24 April 1987, soos gewysig, verleng en hernieu by Goewermentskennisgewings Nos. R. 58 van 15 Januarie 1988, R. 888 van 5 Mei 1988, R. 1061 van 3 Junie 1988, R. 298 van 24 Februarie 1989, R. 1038 van 26 Mei 1989, R. 1578 van 21 Julie 1989, R. 354 van 15 Junie 1990, R. 2013 van 24 Augustus 1990, R. 2378 en 2379 van 27 September 1991.

HOOFSTUK I

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(ii) (a) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd die gedeelte wat buite 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val); die gebied binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 32,18 km vanaf die

General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km of the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria, and which, prior to the publication of Government Notice No. 551 of 29 March 1956, fell within the Magisterial District of Pretoria);

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

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

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

1.2.2 apply to apprentices and trainees;

1.2.3 apply to foremen and general foremen;

1.2.4 not apply to clerical employees and administrative staff;

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

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for a period ending 3 years after date of publication of this Agreement or for such period as may be determined by him.

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

3. DEFINITIONS

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

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

Hoofposkantoor, Pretoria (uitgesonderd die gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde straal val); die gebiede binne 'n straal van 16,09 km vanaf die Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956, binne die landdrosdistrik Pretoria geval het);

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

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms—

1.2.1 slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlingambagsmanne;

1.2.2 van toepassing op vakleerlinge en kwekelinge;

1.2.3 van toepassing op voormanne en algemene voormanne;

1.2.4 nie van toepassing op klerke en administratiewe personeel nie;

1.2.5 nie van toepassing nie op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebehore in geboue of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werkgewer onderneem word wat onder die jurisdiksie van 'n ander Nywerheidsraad val;

1.2.6 nie van toepassing nie op universiteitstudente of technikonstudente en gegradueerdes in die bouwetenskap en konstruksietoetsinghousers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

1.2.7 nie van toepassing nie op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika;

1.2.8 onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bounywerheid en die Meubelnywerheid; en

1.2.9 nie van toepassing nie op werknemers wat in die Bounywerheid betrokke is by die oprigting van individuele behuising van minder as 50 vierkante meter. Hierdie subklousule is egter nie van toepassing op massabehuisingkontrakte nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

2.1 Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk wat eindig 3 jaar na die datum van publikasie van hierdie Ooreenkoms of vir die tydperk wat hy bepaal.

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

3. WOORDOMSKRYWING

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

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

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

"Act" means the Labour Relations Act, 1956;

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

"Area A" means the Magisterial Districts of Alberton, Benoni, Germiston, Boksburg, Johannesburg (excluding any portion which, prior to the publication of Government Notice 1383 of 11 September 1964, fell within the Magisterial District of Roodepoort but outside a radius of 48,28 km of the General Post Office, Krugersdorp), Kempton Park (excluding any portion which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 32,18 km of the General Post Office, Pretoria), Krugersdorp, 32,18 km of the General Post Office, Pretoria (excluding that portion of the Magisterial District of Brits falling within the said radius of 32,18 km and excluding that portion of the Black Area Uitvalgrond JQ 4341 falling within this radius) and within the radius of 32,18 km of the General Post Office, Vereeniging, Randburg, Randfontein, Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria);

"Area B" means the Magisterial Districts of Delmas, Heidelberg, Nigel, within a radius of 16,09 km of the General Post Office, Potchefstroom and Klerksdorp, all other areas falling within the radius of 48,28 km of the General Post Office, Krugersdorp, excluding those areas already embraced in the definition of Area A;

"Area C" means the Magisterial Districts of Balfour and Bethal (including that portion of the Magisterial District of Highveld Ridge which, prior to 1 March 1979, fell within the Magisterial District of Bethal), and within a radius of 16,09 km of the General Post Office Middelburg (Transvaal) and Witbank respectively;

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

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

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

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

"hulpambag" 'n ambag wat in enige ander nywerheid as geskoold beskryf word;

"Wet" die Wet op Arbeidsverhoudinge, 1956;

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

"Gebied A" die landdrosdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan, Johannesburg (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskenningsgewing 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort geval het maar buite 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp), Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskenningsgewing 551 van 29 Maart 1956, binne die landdrosdistrik Pretoria geval het, maar buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria), Krugersdorp, 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd die gedeelte van die landdrosdistrik Brits wat binne genoemde straal van 32,18 km val en uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne hierdie straal val), en binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging, Randburg, Randfontein, Roodepoort, Springs en Wonderboom (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val);

"Gebied B" die landdrosdistrikte Delmas, Heidelberg, Nigel, binne 'n straal van 16,09 km vanaf die Hoofposkantoor Potchefstroom en Klerksdorp, alle ander gebiede wat binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val uitgesonderd die gebiede wat reeds in die omskrywing van Gebied A val;

"Gebied C" die landdrosdistrikte Balfour en Bethal (met inbegrip van die gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979, binne die landdrosdistrik Bethal geval het), en binne 'n straal van 16,09 km vanaf die Hoofposkantoor Middelburg (Transvaal) en Witbank onderskeidelik;

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

"blok" 'n bouwerkeenheid waarvan die afmetings groter is as 300 mm x 100 mm x 75 mm;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"levies" means any payment which the employer or employee is liable to pay to the Council in terms of this Agreement; and **"contributions"** shall have the same meaning;

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

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

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

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

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

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

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

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

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

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

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

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

"Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making tombstones or other monuments and/or erecting them over graves and/or building up of graves;

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

"person/s" include/s—

(a) a company which is a body corporate in its own right or registered as such under any Act; or

(b) any body of persons whether a body corporate or not;

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

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

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

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

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

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

"skilled work" means any work in the Building and Monumental Masonry Industry which may be performed by an employee as defined under "skilled employee";

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

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

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

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

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

"Monumentklipmesselnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om grafstene of ander monumente te maak en/of grafte op te rig en/of om grafte op te bou;

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

"persoon/persone" ook—

(a) 'n maatskappy wat opsigself 'n regspersoon is of kragtens enige wet as sodanig geregistreer is; of

(b) enige liggaam van persone, hetsy 'n regspersoon al dan nie;

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

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

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

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

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

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

"geskoolde werk" werk wat in die Bou- en Monumentklipmesselnywerheid verrig kan word deur werknemers omskryf in die omskrywing van "geskoolde werknemer";

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

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

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

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

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

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

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

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

"working week" means from Monday to Friday.

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

4. PRESCRIBED WAGE

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

4.1.1 Qualified skilled and semi-skilled employees:

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

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

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

"werkweek" van Maandag tot Vrydag.

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

4. VOORGESKREWE LONE

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

4.1.1 Gekwalifiseerde geskoolde en halfgeskoolde werknemers:

SCHEDULE

Category of employee	Wage per hour		
	Area		
	A	B	C
	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
	R	R	R
Craftsman.....	15,48	11,66	8,75
Artisan.....	11,43	8,69	6,51
Specified skills employee.....	6,13	4,57	3,43
Artisan (joiner)(mass manufacturing).....	11,43	8,69	6,51
Artisan (wood machinist)(mass manufacturing).....	11,43	8,69	6,51
Specified skills joiner assembler (mass manufacturing).....	6,13	4,57	3,43
Specified skills machine operator (mass manufacturing).....	6,13	4,57	3,43

SKEDULE

Kategorie van werknemer	Loon per uur		
	Gebied		
	A	B	C
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
	R	R	R
Vakman.....	15,48	11,66	8,75
Ambagsman.....	11,43	8,69	6,51
Werknemer (gespesifiseerde ambag).....	6,13	4,57	3,43
Ambagsman (skrynwerker)(massavervaardiger).....	11,43	8,69	6,51
Ambagsman (houtmasjienwerker)(massavervaardiging).....	11,43	8,69	6,51
Skrynwerkmonteerder (gespesifiseerde ambag)(massavervaardiging).....	6,13	4,57	3,43
Masjienbediener (gespesifiseerde ambag)(massavervaardiging).....	6,13	4,57	3,43

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

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

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

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

SCHEDULE

Category of employee	Wage per hour		
	Area		
	A	B	C
	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
Commencing wage.....	R 5,14	R 3,95	R 2,96
After successful completion of institutional training (training performance criteria) and after successful completion of on-site training (production performance criteria)	8,00	6,14	4,60
After passing the prescribed trade test.....	11,43	8,69	6,51

SKEDULE

Kategorie van werknemer	Loon per uur		
	Gebied		
	A	B	C
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Aanvangsloon.....	R 5,14	R 3,95	R 2,96
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na suksesvolle voltooiing van indiensopleiding (produksieprestasiëriteria)	8,00	6,14	4,60
Na suksesvolle aflegging van voorgeskrewe vaktoets.....	11,43	8,69	6,51

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

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

SCHEDULE

Area Category of employee	Wage per hour		
	A	B	C
	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
Commencing wage.....	R 4,57	R 3,51	R 2,63
After successful completion of institutional training (training performance criteria) and after successful completion of on-site training (production performance criteria)	7,43	5,70	4,27
After passing the prescribed trade test.....	11,43	8,69	6,51

SKEDULE

Kategorie van werknemer	Loon per uur		
	Gebied		
	A	B	C
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Aanvangsloon.....	R 4,57	R 3,51	R 2,63
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na suksesvolle voltooiing van indiensopleiding (produksieprestasiëriteria)	7,43	5,70	4,27
Na suksesvolle aflegging van voorgeskrewe vakoets	11,43	8,69	6,51

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

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

SCHEDULE

Category of employee	Wage per hour		
	Area		
	A	B	C
	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement	With effect from the date of coming into operation of this Agreement
Commencing wage.....	R 4,59	R 3,19	R 2,35
After successful completion of institutional training (training performance criteria) and after a further three months' service	6,13	4,57	3,43

SKEDULE

Kategorie van werknemer	Loon per uur		
	Gebied		
	A	B	C
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Aanvangsloon.....	R 4,59	R 3,19	R 2,35
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na verdere drie maande diens	6,13	4,57	3,43

4.1.4 The following amounts shall be added to the actual wage every employee received on 12 October 1992: Provided that employers who on a voluntary basis had adjusted wages prior to the implementation of this Agreement may deduct any such increases granted to employees after 12 October 1992 from the following amounts: Provided that the result so reached shall not be less than the rate prescribed in clause 4.1 for each category of employee:

Craftsmen 26 cents per hour

Artisans 21 cents per hour

Specified skills employees 15 cents per hour

4.1.4 Die volgende bedrae moet by die werklike loon van elke werknemer gevoeg word wat hy op 12 Oktober 1992 ontvang het: Met dien verstande dat werkgewers wat op 'n vrywillige basis voor die publikasie van hierdie Ooreenkoms alreeds lone aangepas het, enige verhogings wat na 12 Oktober 1992 aan hul werknemers toegestaan is, daardie verhogings mag aftrek van die volgende bedrae: Met dien verstande dat die resultaat nie minder mag wees as die voorgeskrewe bedrae voorgeskryf in klousule 4.1 vir elke kategorie van werknemer nie:

Vakman: 26 sent per uur

Ambagsman: 21 sente per uur

Werknemer (gespesifiseerde ambag): 15 sent per uur

4.2 Suspension of employees.—Subject to the provisions of clause 9.4, an employer shall pay to any of his employees whom he has temporarily suspended from work an amount equivalent to the wages and allowances which any such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this subclause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike hostilities, illegal combination of workmen, terrorism, explosion and/or similar emergency.

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

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

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

5. PIECE-WORK

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

6. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

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

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

Provided that—

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

4.2 Opskorting van diens van werknemers.—'n Werkgever moet behoudens klousule 9.4 'n werknemer wie se diens hy tydelik opgeskort het, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat so 'n werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige tydperk van opskorting gewerk het: Met dien verstande dat hierdie subklousule nie van toepassing is nie op werknemers wie se diens opgeskort is as gevolg van gure weerstoestande of in gevalle waar die voortgang van werk onderbreek is deur 'n natuurkrag of oormag, brand, burgerlike onluste, staking, vyandelikhede, onwettige saamspan van werksmense, terrorisme, ontploffing en/of soortgelyke noodtoestand.

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

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

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

5. STUKWERK

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

6. BETALING VAN LONE, TOELAES EN OORTYDVERDIENSTE

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

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

Met dien verstande dat—

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

(iv) an employee who is not entitled to notice in terms of clause 11 of Chapter 1 shall only be entitled to waiting time if he is not paid within 16 working hours from the time of termination of employment.

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

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

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

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

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

(a) One and a fifth times his actual rate of wage for all overtime worked from Mondays to Fridays up to and including five hours;

(b) one and a half times his actual rate of wage for all overtime worked in excess of five (5) hours from Mondays to Saturdays up to and including 16 hours per week;

(c) subject to the provisions of clause 10.5, at double the rate of the employee's actual wage for all overtime worked on Sundays, New Years Day, Good Friday, Family Day, Ascension Day, Kruger Day, Workers Day, Christmas Day and the holiday period as prescribed in clause 10.3.

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

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

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

(iv) 'n werknemer wat nie op kennisgewing ingevolge klousule 11 van Hoofstuk 1 geregtig is nie, slegs op wagtyd geregtig is as hy nie binne 16 werkure vanaf die tydstop waarop diens beëindig is, betaal word nie.

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

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

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

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

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

(a) Een en 'n vyfde maal sy werklike loonskaal vir alle oortyd wat van Maandae tot Vrydae gewerk word, tot en met vyf uur;

(b) een en 'n half maal sy werklike loonskaal vir alle oortyd wat langer as vyf uur van Maandae tot Saterdag gewerk word, tot en met 16 uur;

(c) behoudens die bepalings van klousule 10.5 teen twee maal die skaal van die werknemer se werklike loon vir alle oortyd gewerk op Sondae, Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Krugerdag, Werkersdag, Kersdag en die verloftydperk omskryf in klousule 10.3.

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

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

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

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

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

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

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

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

7. REGISTRATION OF EMPLOYEES

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

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

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

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

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

has passed the required trade test; and

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

shall be registered as a craftsman.

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

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

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

has passed the required trade test,

shall be registered as an artisan.

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

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

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

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

6.6 *Skofwerk*.—'n Werkgever kan sy werknemers skofte laat werk, mits daar in wese aan klousules 6 en 9 voldoen is.

7. REGISTRASIE VAN WERKNEMERS

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

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

7.1.1. 'n Werknemer in diens in enigen van die aangewese ambagte soos omskryf in klousule 3 van Hoofstuk 2, wat—

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

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

in die vereiste vakoets geslaag het; en

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

moet as vakman geregistreer word.

7.1.2. 'n Werknemer in diens in eiegen van die nie-aangewese ambagte soos omskryf in klousule 2 van Hoofstuk 2, wat—

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

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

in die vereiste vakoets geslaag het,

moet as ambagsman geregistreer word.

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

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

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

shall be registered as a specified skills employee.

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

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

7.2 Every employer who employs an employee to perform skilled work shall register such employee with the Council within a period of seven days from the date of engagement and shall enter into the prescribed apprenticeship contract in terms of the Manpower Training Act, 1981, or employment contract as prescribed from time to time by the Council.

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

7.4 Any employee referred to in clause 7 who has not successfully completed any training course/s shall remain at the level of remuneration commensurate with the level of skill attained, and the employer shall be permitted to continue employing such employee on the conditions applicable.

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

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

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

8. PROHIBITED EMPLOYMENT

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

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

8.3 Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits a person to perform an operation shall be deemed to relieve the employer of such a person from paying the prescribed wages and allowances of an arti-

7.1.3. 'n Werknemer in diens om enigeen van die aktiwiteite omskryf in klousule 1 van Hoofstuk 2 te verrig, wat—

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

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

moet as werknemer (gespesifiseerde ambag) geregistreer word.

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

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

7.2 Elke werkgever wat 'n werknemer in diens neem om geskoolde werk te verrig, moet so 'n werknemer binne sewe dae vanaf die datum waarop hy in diens geneem is, by die Raad registreer en moet die voorgeskrewe vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, of 'n dienskontrak soos van tyd tot tyd deur die Raad voorgeskryf word, aangaan,

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

7.4 'n Werknemer in klousule 7 bedoel wat nie 'n opleidingskursus suksesvol voltooi het nie, bly op die besoldigingsvlak eweredig aan die vaardigheidsvlak wat bereik is, en die werkgever moet toegelaat word om sodanige werknemer in diens te hou op die voorwaardes wat van toepassing is.

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

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

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

8. VERBODE DIENS

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

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

8.3 Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat 'n persoon verbied om 'n werksaamheid te verrig, geag die werkgever van so 'n persoon vry te stel van die betaling van die voorgeskrewe lone en bydraes van 'n

san which he would have had to pay and observing the conditions which he would have had to observe had the performance of the particular operations by the person concerned not been prohibited, and the employer shall remain liable to pay such remuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited.

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

9 HOURS OF WORK

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

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

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

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

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

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

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

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

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

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

11. TERMINATION OF SERVICE

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

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

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

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

ambagsman wat hy sou moes betaal het en van die nakoming van die voorwaardes wat hy sou moes nagekom het indien die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie, en die werkgewer bly aanspreeklik om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

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

9. WERKURE

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

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

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

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

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

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

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

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

10.5 Ondanks die bepalinge van klousule 10.4 kan 'n werkgewer en sy werknemers ooreenkom om 'n maksimum tydperk van twee weke gedurende die jaarlikse verloftydperk te werk teen gewone skaal plus bydraes:

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

11. DIENSBEÏNDIGING

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

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

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

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

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

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

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

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

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

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

12. STORAGE OF TOOLS

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

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

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

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

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

13. AGENTS

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

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

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

14. REGISTRATION OF EMPLOYERS

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

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

- (a) Full name;
- (b) trading name;

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

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

11.3 Kennisgewing van diensbeëindiging moet skriftelik gegee word.

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

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

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

12. BEWARING VAN GEREEDSKAP

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

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

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

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

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

13. AGENTE

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

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

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

14. REGISTRASIE VAN WERKGEWERS

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

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

- (a) Volle naam;
- (b) naam van besigheid;

- (c) business address;
- (d) residential address;

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

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

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

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

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

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

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

14.6.3 where an employer pays his employees on a monthly basis, the guarantee shall cover five weeks' wages as prescribed in clause 4 of this Agreement and five weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall not be less than R2 000,00.

14.6.4 (a) In the event of any employer increasing the number of this employees at any time after the amount of his guarantee has been assessed by the Council, such employer shall, with 21 days of the date on which the Council notifies such employer, or within such further period as may be allowed by the Council, increase the amount re-assessed by the Council, in accordance with the provisions of subclause 14.6.1 in relation to the increased number of employees.

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

14.6.4 (c) No increase or reduction of the amount of any guarantee in accordance with the provisions of paragraphs (a) and (b) shall be required or permitted at intervals of less than six months.

14.6.4 (d) This subclause shall not apply to a member of one of the employers organisations which is a party to this Agreement which provide insurance guarantees.

- (c) besigheidsadres;
- (d) woonadres;

(e) die ambag of ambagte wat hy in die Nywerheid beoefen.

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

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

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

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

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

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

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

14.6.4. (a) Indien 'n werkgever die getal werknemers in sy diens op enige tydstip uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgever binne 21 dae vanaf die datum waarop die Raad hom in kennis stel, of binne sodanige verdere tydperk as wat die Raad toelaat, die bedrag van sy waarborg verhoog tot die bedrag wat die Raad ooreenkomstig subklousule 14.6.1 weer bepaal het in verhouding tot die verhoogde getal werknemers.

14.6.4. (b) Die Raad moet eweneens 'n werkgever toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in die diens van sodanige werkgever 'n vermindering regverdig: Met dien verstande dat so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgever skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg.

14.6.4. (c) Geen vermeerdering of vermindering van die bedrag van 'n waarborg ingevolge paragrawe (a) en (b) mag met tussenpose van minder as ses maande vereis of toegelaat word nie.

14.6.4. (d) Hierdie subklousule is nie van toepassing nie op 'n lid van 'n werkgeversorganisasie wat 'n party by die Ooreenkoms is wat assuransiwaarborge verskaf.

14.7 Where an employer has lodged a guarantee and has for a period of at least 12 consecutive calendar months not complied with the provisions of clause 2 of Chapter 4, such guarantee shall become forfeited to the general funds of the Council and his registration as an employer shall be cancelled after notification thereof by the Council by registered letter sent to his last known address: Provided that the Council shall at any subsequent date on application by such employer supported by the necessary proof substantiating his claim and proof that he has complied with all the provisions of the Agreement, as may be required by the Council, refund to such employer such guarantee together with interest accrued thereon at the rate as determined by the Council from time to time.

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

14.9 Employers may through their organisations take out an insurance policy in order to obtain the cover as envisaged in clause 14.6 hereof.

14.10 Every employer who is registered or liable for registration with the Council in terms of this clause, shall submit to the Council on a monthly basis a list of the names and addresses of all the 'labour-only' contractors employed by him.

15. NOTICE-BOARD

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

16. EXHIBITION OF AGREEMENT

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

17. WET WEATER SHELTER

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

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

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

18. REFRESHMENTS

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

14.7 Indien 'n werkgewer sy waarborg ingedien het en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousule 2 van Hoofstuk 4 voldoen het nie, moet sodanige waarborg verbeur word aan die algemene fondse van die Raad en sy registrasie as werkgewer gekanselleer word nadat die Raad hom daarvan verwittig het deur 'n geregistreerde brief na sy jongste bekende adres te stuur: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgewer daarom aansoek doen en sy aansoek vergesel gaan van die nodige bewys ter staving van sy eis, asook bewys dat hy ten volle voldoen het aan hierdie Ooreenkoms, soos deur die Raad vereis word, sodanige waarborg tesame met die rente wat daarop opgeloop het teen 'n koers soos van tyd tot tyd deur die Raad bepaal, aan sodanige werkgewer kan terugbetaal.

14.8 Die Raad kan 'n gedeelte of die hele bedrag van 'n waarborg wat deur 'n werkgewer betaal is, gebruik om 'n bedrag wat deur sodanige werkgewer aan die Raad verskuldig is ten opsigte van toelaes, bydraes of lone verskuldig aan een of meer werknemers in diens by so 'n werkgewer indien die Raad oortuig is dat sodanige toelaes, bydraes of lone aan die betrokke werknemers verskuldig en betaalbaar is.

14.9 Werkgewers mag deur hul werkgewersorganisasies 'n versekeringspolis uitneem om die dekking te verkry wat in klousule 14.6.1 hiervan beoog word.

14.10 Elke werkgewer wat ingevolge hierdie klousule by die Raad geregistreer is of onderworpe is aan registrasie by die Raad, moet maandeliks 'n lys met die name en adresse van al die 'slegs-arbeid'-kontraakteurs by hom in diens aan die Raad verstrek.

15. KENNISGEWINGBORD

Elke werkgewer moet wanneer hy bouwerk verrig wat langer as 'n maand duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon in 'n opvallende plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres van sodanige werkgewer verstrek: Met dien verstande dat waar meer as een werkgewer op die bousterrein optree, bostaande besonderhede van al die werkgewers op een gesamentlike kennisgewingbord kan verskyn.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op elke werkterrein waar langer as ses maande gewerk word en by sy gewone besigheidsplek in 'n opvallende plek wat maklik vir al sy werknemers toeganklik is.

17. NATWEERSKUILING

17.1 By alle persele waar boubedrywighede aan die gang is, moet werkgewers geskikte akkommodasie verskaf—

17.1.1 om as skuiling vir werknemers gedurende nat weer te dien;

17.1.2 om as kleedkamer te dien: Met dien verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 25 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleedkamer toelaat nie.

18. VERVERSINGS

Alle werknemers is geregtig op 'n pouse vir verversings van 20 minute op 'n dag wat geneem word volgens ooreenkoms tussen werkgewer en werknemer en wat geag word tyd gewerk te wees. Geskikte geriewe vir die doel om verversings voor te berei moet deur die werkgewer verskaf word.

19. EXEMPTIONS

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

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

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

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

20. RIGHTS OF TRADE UNION OFFICIALS

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

20.2 Every employer who is a member of one of the employers' organisations which are parties to the Council shall, in respect of each of his employees for whom wages are prescribed in clause 4 of Chapter 1 of this Agreement and who is a member of one of the trade unions which are parties to the Council, deduct from such employee's remuneration the amount payable by such employee as a subscription to the trade union concerned and pay the amounts so deducted to the Council for distribution to the said trade unions.

21. SAVINGS SCHEME

21.1 An employer may, with the written consent of his employee for whom wages are prescribed in clause 4.1.1 of Chapter 1, deduct an amount of R2 per week from the wage of such employee who has worked for him for not less than three full days during that week.

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

21.3 The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

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

22. EMPLOYER PARTIES' LEVIES

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

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

19. VRYSTELLINGS

19.1 Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad om redes wat hy afdoende ag, skriftelik vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n persoon of persone verleen.

19.2 'n Vrystellingsertifikaat, onderteken deur die Sekretaris of 'n gemagtigde persoon, moet uitgereik word aan elkeen wat vrygestel word.

19.3 'n Vrystellingsertifikaat moet die voorwaardes waarop 'n vrystelling toegestaan is, die duur van sodanige vrystelling en die gebied waar dit van toepassing is, meld.

19.4 Die Raad kan te eniger tyd 'n vrystellingsertifikaat wysig of intrek sonder om sy redes te verstrek, mits skriftelike kennis van 10 werkdag aan die vrygestelde persoon gegee is.

20. REGTE VAN VAKVERENIGINGBEAMPTES

20.1 Beamptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkwinkels met die doel om met werknemers wat op die terrein werk werwing en lidmaatskap van die vakverenigings te bespreek: Met dien verstande dat hulle nie mag voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgewer of sy behoorlike gemagtigde verteenwoordiger verkry het: Voorts met dien verstande dat dié toestemming nie sonder billike rede weerhou mag word nie.

20.2 Elke werkgewer wat lid is van een van die werkgewersorganisasies wat partye by die Raad is, moet ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4 van Hoofstuk 1 van hierdie Ooreenkoms voorgeskryf word en wat lid is van een van die vakverenigings wat partye by die Raad is, die bedrag wat deur sodanige werknemer as ledegeld aan die betrokke vakvereniging betaalbaar is van sy besoldiging aftrek en die bedrae wat so afgetrek word by die Raad inbetaal vir verspreiding aan genoemde vakverenigings.

21. SPAARSKEMA

21.1 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 4.1.1 van Hoofstuk 1 voorgeskryf is, 'n bedrag van R2 per week aftrek van die loon van sodanige werknemer wat minstens drie volle dae gedurende daardie week vir hom gewerk het.

21.2 Bedrae wat ingevolge klousule 21.1 afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

21.3 Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging betaal moet word.

21.4 Die Raad kan na goeëddunke die bedrag in klousule 21.1 bedoel, insluit in 'n kontribusie wat hy van tyd tot tyd in gebruik neem.

22. HEFFINGS—WERKGEWERPARTYE

22.1 Elke werkgewer wat lid is van een van die werkgewersorganisasies wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is, die bedrag aan die Raad betaal wat in die konstitusie van die onderskeie werkgewersorganisasies bepaal word.

22.2 Die Raad moet elke maand aan die werkgewersorganisasies hierbo bedoel, onderskeidelik die bedrae oorbetal wat hy ingevolge hierdie klousule invorder.

23. PROHIBITION OF STRIKES OR LOCKOUTS

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

24. PROHIBITION OF DISPUTES AND DEADLOCKS

Subject to clause 2.2, the parties to this Agreement bind themselves not to declare a dispute or deadlock against other parties to the Agreement on any of the conditions contained in this Agreement during the currency of the Agreement or extended period of the Agreement. Similarly, the parties to the Agreement bind themselves not to declare a dispute or deadlock against any other party to the Agreement during the currency of the Agreement or extended period of the Agreement, concerning issues and items that form demands for negotiation between the parties to the Agreement and which pertain to inclusion in a future Agreement.

25. PROHIBITION OF TWO-TIER BARGAINING

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

26. GENERAL

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

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

27. SAFETY PROVISIONS

Every employer and every employee shall comply with the provisions of the Machinery and Occupational Safety Act, 1983, and the regulations made thereunder.

23. VERBOD OP STAKINGS OF UITSLUITINGS

Geen party by hierdie Ooreenkoms mag 'n staking aanstig of enige werknemer aanhits om aan 'n staking deel te neem of dit voort te sit of aan 'n staking of aan die voortsetting van 'n staking deel te neem nie, en geen party by hierdie Ooreenkoms mag 'n uitsluiting aanstig of enige party by hierdie Ooreenkoms aanhits om aan 'n uitsluiting deel te neem of dit voort te sit of aan 'n uitsluiting of die voortsetting van 'n uitsluiting deelneem nie, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms, wat bindend is vir die partye by die Raad wat by die staking of uitsluiting betrokke is of sal wees en waarvan enige bepaling handel oor die aangeleentheid wat aanleiding gee tot die staking of uitsluiting.

24. VERBOD OP DISPUTE EN DOOIE PUNTE

Behoudens klousule 2.2 verbind die partye by hierdie Ooreenkoms hulle daartoe om geen dispuut of dooie punt teen ander partye by hierdie Ooreenkoms te verklaar nie ten opsigte van enige van die bepalings in hierdie Ooreenkoms vervat, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms. Desgevolg verbind die partye by hierdie Ooreenkoms hulle daartoe om geen dispuut of dooie punt teen enige ander party by die Ooreenkoms te verklaar nie gedurende die tydperk van geldigheid van hierdie Ooreenkoms of verlengde tydperk van die Ooreenkoms ten opsigte van aangeleenthede en items wat eise vir onderhandelings tussen die partye by die Ooreenkoms uitmaak en wat betrekking het op insluiting by 'n toekomstige Ooreenkoms.

25. VERBOD OP TWEVLAK-BEDINGING

Die partye by hierdie Raad verbind hulle daartoe om geen poging aan te wend om weer oor enige van die bepalings in hierdie Ooreenkoms vervat, op maatskappy- of ondernemingsvlak te onderhandel nie, ongeag of daar 'n geldige Erkenningsooreenkoms van krag is tussen 'n vakverenigingparty en 'n lid van een van die werkgewersparty, gedurende die tydperk van geldigheid van hierdie Ooreenkoms of daaropvolgende verlengde tydperk, tensy die werkgewersparty vrywillig besluit om van hierdie verbod af te sien.

26. ALGEMEEN

26.1 Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as dié wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van behandeling of die toekenning aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgeskryf, veroorloof nie, en ook mag dit nie afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

26.2 Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

27. VEILIGHEIDSBEPALINGS

Elke werkgewer en elke werknemer moet voldoen aan die Wet op Masjinerie en Beroepsveiligheid, 1983, en die regulasies wat daarkragtens opgestel is.

CHAPTER 2**CLASSIFICATION AND DEFINITION OF TASKS****1. SPECIFIED SKILLS**

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

1.1.1 *Blocklaying*: The laying of blocks as defines; taking levels; plumbing of angles; the placing in position of door jambs and window frames; setting up of profiles or jigs.

1.1.2 *Paving*: The laying of paving blocks, paving bricks, slasto; setting out; determining levels and falls.

1.1.3 *Formwork erection*: Assembling and erecting formwork of wood and steel for walls, columns, beams and slabs.

1.1.4 *Scaffold erection*: Marking out; erection and levelling of all forms of scaffolding.

1.1.5 *Stock bricklayer*: The laying of stock bricks to a profile or jig but excluding the setting up of profiles, jigs, door frames and window frames; checking of the plumbing and levelling of door frames and window frames during construction of adjoining work.

1.1.6 *Concrete floating*: Determining levels and falls; floating and finishing of concrete by hand or machine.

1.1.7 *Plant operating*: Operating cranes, earthmoving equipment or similar equipment; operating electrical or mechanical machines such as concrete mixers, saws, edge cutters/grinders, polishers and sand blasting and letter cutting machines; operating jib hoists; driving of vehicles, mechanical dumpers and tractors; operating woodworking machines and sprayguns; toolmaking (mason's trade).

1.1.8 *Roof tiling/slating*: Marking out; fitting, cutting and/or fixing of roof tiles and ridging of concrete/terracotta, asbestos or slate.

1.1.9 *Roof sheeting*: Marking out; fitting, cutting and/or fixing metal roof sheeting and ridging and/or metal tiles and ridging.

1.1.10 *Joinery assembling*: Assembling and fitting of all joinery components.

1.1.11 *Aluminium assembling and welding*: In factory or workshop assembling fixing and welding of aluminium windows, shopfronts, doors, door frames, counters, shower cubicles, verandah enclosures and awnings, including glazing and fixing of aluminium components on site.

1.1.12 *Ceiling fixing*: Erection and installation of patented suspended ceiling systems.

1.1.13 *Partition erection*: Erection and installation of aluminium and dry-wall partitioning systems complete with doors and locks but excluding purpose-made partitions.

1.1.14 *Prefabricated cupboard installation*: Erection and installation of prefabricated cupboards and cabinets in steel and wood.

1.1.15 *Plastering assistance (assistant to plasterer)*: Bagging; one-coat plastering of walls and ceilings, excluding columns, domes, beams, piers and arches; screeding of concrete floors, excluding steps and thresholds.

1.1.16 *Tiling assistance (assistant tiler)*: Screeding of floors; laying of floor tiles, including cutting and jointing; fixing of wall tiles to plastered wall with adhesive, including cutting, but excluding reveals, sills, columns and piers.

HOOFSTUK 2**KLASSIFIKASIE EN OMSKRYWING VAN TAKE****1. GESPEFISEERDE AMBAGTE**

1.1 Werknemers (gespesifiseerde ambag) en leerling-werknemers (gespesifiseerde ambag) kan werk in een of meer van die volgende gespesifiseerde ambagte verrig:

1.1.1 *Bloklêwerk*: Die lê van blokke soos omskryf; hoogtes meet; hoeke optrek; deurkosyne en venster-rame stel; profiele of setmate opstel.

1.1.2 *Plaveiwerk*: Die lê van plaveiblokke, plaveistene en slasto; uitlewerk en bepaling van vlakke en valle.

1.1.3 *Oprigting van bekisting*: Hout- en staalbekisting monteer en oprig vir mure, kolomme, balke en blaaië.

1.1.4 *Oprigting van steiers*: Afmerkwark; oprig en waterpasmaak van alle tipes steiers.

1.1.5 *Pleistersteenmesselaar*: Pleisterstene volgens profiele en setmate, uitgesonderd die opstelling van inmessel profiele, setmate, deur- en vensterrame; gedurende aangrensende konstruksiewerk nagaan of deur- en vensterrame in die lood of waterpas is.

1.1.6 *Betonafstrykwerk*: Bepaling van vlakke en valle; afstryking en afwerk van beton met die hand of 'n masjien.

1.1.7 *Bediening en toerusting*: Hyskrane en grond-verskuiwingsmasjienerie en dergelike toerusting bedien; elektriese of meganiese masjiene soos betonmengers, sae, kantsnyers/-slypers, poleer- en sandstraalmasjiene en lettersnymasjiene bedien; swaaiarmhystoestelle bedien; voertuie, meganiese storters en trekkers dryf; houtwerkmasjiene en sproeispuite bedien en gereedskap-maak (klipmesselaarambag).

1.1.8 *Teël- en/of leiklipdekking*: Afmerk; aanbring, sny en/of vassit van dakteëls en nokdekking van beton/terracotta, asbes of leiklip.

1.1.9 *Dakplaatwerk*: Afmerkwark; aanbring, sny en/of vassit en metaaldakplaatte en/-nokdekking en/of metaalteëls en/-nokdekking.

1.1.10 *Skrynwerkmontering*: Monteer en vassit van alle skrynwerkkomponente.

1.1.11 *Alluminiummontering en sweiswerk*: Vensters, winkelfronte, deure, deurrame, toonbanke, storthokkies, veranda-omsluitings en sonskerms van aluminium in die fabriek of werkwinkel, monteer, vassit en sweis, met inbegrip van beglasing en vassit van aluminiumkomponente op die terrein.

1.1.12 *Plafonwerk*: Oprigting en installering van patente hangplafonstelsels.

1.1.13 *Oprigting van afskorting*: Oprigting en installering van aluminium- en droëmuurafskortings volledig met deure en slotte maar uitgesonderd doelgemaakte afskortings.

1.1.14 *Installering van voorafvervaardigde rakkaste*: Oprigting en installering van voorafvervaardigde staal- en houtrakkaste en kabinette.

1.1.15 *Hulp by pleisterwerk (pleisteraar se assistent)*: Saksmeerwerk; eenlaagpleisterwerk op mure en plafonne, uitgesonderd kolomme, koepels, balke, penante en boë, afvlak van betonvloere, uitgesonderd trappe en deurdrumpels.

1.1.16 *Hulp by teëlwerk (teëlwerk se assistent)*: Afvlak van vloere; lê van vloerteëls, met inbegrip van sny- en laswerk; vassit van muurteëls aan gepleisterde muur met kleefmiddel, met inbegrip van snywerk, maar uitgesonderd dagwange, drumpels, kolomme en penante.

1.1.17 *Waterproofing assistance (assistant to water-proofer)*: Waterproofing and dampproofing of all horizontal/sloping and vertical surfaces, including tanking with all types of roofing membranes, sheets and lacquer or semi-lacquer mastic coatings.

1.1.18 *Gutter fixing*: Fixing of metal, PVC or asbestos gutters and downpipes; marking out and fixing underflashing or stepflashing.

1.1.19 *Asphalting*: Application of asphalting to all surfaces.

1.1.20 *Painting assistance (assistant to painter)*: Applying primers and undercoats to all surfaces; applying final coats to walls and ceilings with a roller, including cutting in the painted panels by brush.

1.1.21 *Applications*: Setting out; mixing and application of all types of special wall coverings and or textured coating.

1.1.22 *Domestic glazing*: Fitting and facing of ordinary and beaded frames in both steel and timber.

1.1.23 *Carpet fitting*: Setting out and marking out; cutting, laying and/or stretching and jointing of all types of carpets.

1.1.24 *Resilient floor laying*: Setting out and marking out; laying and fixing of floors of wood, mosaic, composite rubber or any other material; fixing of all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, Malthoid, asphalt tiles or asphalt based material, cork, rubber, vinyl and plastic compositions.

1.1.25 *Plumbing assistance (assistance to plumber)*: Assembling and fixing of cast iron, steel, PVC, copper and plastic pipes and fittings to walls and floors; fixing of sanitary fixtures and fittings, including geysers to walls.

1.1.26 *Drainlaying assistance (assistant to drainlayer)*: Laying of PVC, pitch fibre, earthenware, cast iron and concrete pipes; fixing of gullies, grease traps and similar fittings.

1.1.27 *Precast wall and fence erection*: Setting out; installation and plumbing of precast walls and fences, including installation of doors and gates.

1.1.28 *Memorial stone fixing*: Setting out; determining levels, laying of foundations; fixing and dismantling of memorial stones; driving of vehicles; operating lifting equipment.

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

2. NON-DESIGNATED TRADES (ARTISAN TRADES)

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

2.1.1 *Bricklayer*.—Setting out; the laying of stock and face bricks in foundations and superstructures; the building in of door frames and window frames; plumbing of angles; setting-up of profiles and jigs but excluding the building of arches, piers, copings and sills and decorative brickwork.

2.1.2 *Construction carpentry*: Setting out; interpreting drawings and determining levels; constructing and erecting all types of formwork; setting out, and constructing and erecting shoring.

1.1.17 *Hulp by waterdigting (waterdigtingswerker se assistent)*: Waterdigting en vogdigting van alle horisontale en/of skuins en vertikale oppervlakke met inbegrip van tenks, met alle sorte dakmembrane, plate en lak- of semi-lakmastiklae.

1.1.18 *Geutwerk*: Vassit van metaal- PVC- of asbesgeute en geutpype; afmerk en vassit van ondervoegskorte of trappiesvoegskorte.

1.1.19 *Asfaltwerk*: Aanwending van asfalt op alle oppervlakke.

1.1.20 *Hulp by verfwerk (verwer se assistent)*: Aanwending van grondverf en onderlae op alle oppervlakke; aanwending van eindlae op mure en plafonne met 'n roller, met inbegrip van insnywerk van geveerde panele met 'n kwas.

1.1.21 *Aanwendingswerk*: Uittêwerk; meng en aanwending van alle soorte spesiale muurbedekkings en/of tekstuurlae.

1.1.22 *Huisbeglasing*: Insit van en voorwerk aan gewone staal- of houtrame en staal- of houtkraalrame.

1.1.23 *Matlêwerk*: Uittê- en afmerkwerk; sny, lê en/of span en las van alle soorte matte.

1.1.24 *Veerkragtige vloerlêwerk*: Uittê- en afwerkwerk; die lê en vassit van hout-, mosaïek- en komposisierubber-vloere en vloere van enige ander materiaal; die insit van alle soorte vloer- en muurbedekkings van teëls of stroke, met inbegrip van veerkragtigebevoering, linoleum, Malthoid, asfaltteëls of materiaal met asfaltbasis, kurk-, rubber-, viniel- en plastiekkomposisies.

1.1.25 *Hulp by loodgieterswerk (loodgieter se assistent)*: Aanmeakaarsit en vassit van gietyster-, staal-, PVC-, koper- en plastiekpype en toebehore aan mure en vloere; vassit van sanitêre los en vaste toebehore, met inbegrip van geisers aan mure.

1.1.26 *Hulp by rioolaanlegwerk (rioollêer se assistent)*: PVC-, pikvesel-, erde-, gietyster- en betonpype lê; rioolputte, vetsperders en soortgelyke toebehore aanbring.

1.1.27 *Oprigting van voorafgegiëte mure en heinings*: Uittêwerk; oprigting en loodregstel van voorafgegiëte mure en heinings, met inbegrip van die installering van deure en hekke.

1.1.28 *Oprigting van klipgedenkstene*: Uittêwerk; hoogtes bepaal, fundamente lê; gedenkstone oprig en afbreek; voertuie dryf; hystoerusting bedien.

In geval van 'n meningsverskil oor die vertolking van bogenoemde omskrywings, moet die Raad 'n beslissing gee wat finaal en bindend is.

2. NIE-AANGEWESSE AMBAGTE (AMBAGSMANAMBAGTE)

2.1 'n Ambagsman of kwekeling-ambagsman kan een of meer van die volgende werksaamhede verrig in die ambagte wat gedeeltes is van 'n aangewese ambag soos hieronder aangedui:

2.1.1 *Messelaar*.—Uittêwerk; pleister- en sierstene in fundamente en bobou inmessel; venster- en deurrame inbou; hoeke in die lood bring; profiele en setmate opstel, maar uitgesonderd die bou van boë, penante, kappe, drumpels en dekoratiewe steenwerk.

2.1.2 *Boutimmerwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; alle tipes bekisting maak en oprig; uittêwerk en skoring maak en oprig.

2.1.3 Finishing carpentry: Setting out; interpreting drawings and determining levels; hanging doors; fitting locks; manufacturing and fixing cupboards, cabinets, wall panelling, suspended wooden floors and partitions; fixing skirtings and mouldings.

2.1.4 Roofing carpentry: Setting out; interpreting drawings and marking out; determining levels; making, fixing and erecting timber truss templates and trusses, hips and valleys; making up and fitting of flashing; supervising the fitting, cutting and/or fixing of roof tiles, roof sheeting and ridging of concrete, asbestos, slate and metal or similar material.

2.1.5 Ceiling and partition erection: Setting out; interpreting drawings and determining levels; erection all types of partitions and ceilings, including hanging of doors and fitting of locks.

2.1.6 Painting: Interpreting drawings and paintings schedules; application of all coats of paint, varnish, stain and lacquers or similar material to all surfaces; mixing and matching colours.

2.1.7 Glazing (patent): Setting out; interpreting drawings and marking out; fitting and glazing of ordinary and beaded frames in both steel and timber; fitting and glazing of steel, wood and aluminium components with various types of glass, using conventional and patented glazing methods; sealing with silicone, polysulphide and similar products.

2.1.8 Waterproofing: Interpreting drawings; setting out; supervising and executing all waterproofing and dampproofing operations, including tanking.

2.1.9 Wood machining: Setting out; interpreting drawings; setting up and operating circular saw punches, radial arm saws, chain saws, jig saws, planing, moulding, morticing, tenoning and sanding machines; operating wood turning machines; developing and sharpening moulding cutters; setting up and operating grinding cutters, profiling and sharpening equipment; making and using templates and jigs.

2.1.10 Drainlaying: Setting out; interpreting drawings and determining levels; marking out; laying of drains to falls; concrete encasement; testing; building of manholes; benching and shoring; supervising other categories of employees.

2.1.11 Plumbing: Setting out; interpreting drawings; marking out; determining levels; supervising other categories of employees; sheet metal work; installation of all types of pipes and fittings for hot or cold water systems, including waste pipes, installation of sanitary fixtures and fittings, including geysers and valves.

2.1.12 Plastering: Setting out; marking out and interpreting drawings; one and two-coat plastering to all surfaces; screeding of all surfaces, including granolithic finishing.

2.1.13 Banker masonry: Setting out; marking out; interpreting drawings; cutting, surfacing and profiling of stone; making templates; supervising the fixing of memorial stone.

2.1.14 Wall paper hanging: Interpreting drawings; marking out; applying of all types of wall paper, including cutting and trimming.

2.1.15 General artisan: An employee who is permitted to execute the defined task of two or more of the non-designated trades.

2.1.16 Reinforcing steel fixing: Setting out of interpreting bending schedules and reinforcing layouts; supervising the placing and fixing of all classes of steel reinforcing and mesh.

2.1.3 Afwerktimmerwerk: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; deure hang; slotte installeer; rakkaste, kabinette, muurpaneelwerk, hang-houtvloere en afskortings vervaardig en aanbring; vloerlyste en lyswerk vassit.

2.1.4 Daktimmerwerk: Uittêwerk; vertolking van tekeninge en afmerkwêrk; hoogtes bepaal; houtkapdrastukke en kappe, wolhoëke en kiele maak, vassit en oprig; voegskorte opmaak en aanbring; toesig hou oor die aanbring, sny en/of vassit van dakteëls, dakplate en nokdekking van beton, asbes, leiklip en metaal of soortgelyke materiaal.

2.1.5 Plafon- en afskortingsoprigting: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; alle tipes afskortings en plafonne oprig, met inbegrip van deure hang en slotte installeer.

2.1.6 Verfwerk: Vertolking van tekeninge en verskeidules; alle lae verf, vernis, beits en lakvernis of dergelike materiaal op allerlei oppervlakke aanwend; kleure meng en pas.

2.1.7 Beglasing (patent): Uittêwerk; vertolking van tekeninge en afmerkwêrk; gewone staal- en houtrame en staal- en houtkraalrame insit en beglaas; staal-, hout- en aluminiumkomponente met verskillende soorte glas insit en beglaas, met gebruikmaking van gewone en patentruitwerkmodes; verseëling met silikon, polisulfied en dergelike produkte.

2.1.8 Waterdigting: Vertolking van tekeninge; uittêwerk; toesig hou oor en uitvoering van alle waterdigtings- en vogdigtingswerk, met inbegrip van tenks.

2.1.9 Houtmasjiënwerk: Uittêwerk; vertolking van tekeninge; sirkelsaagponse, radiaalrassae, kettingsae, uitsnysae, skaaf-, lys-, tapgat-, tapsny- en skuurmasjiëne opstel en bedien; van houtdraaimasjiëne bedien; profiel-beitels ontwerp en skerpmaak; slypsnymasjiëne; profiel- en skerpmaaktoerusting opstel en bedien; patroonplate en setmate maak en gebruik.

2.1.10 Riolaanlegwerk: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; afmerkwêrk; riole lê volgens 'n val; betonbedekking; toetsing; mangate bou; vloei-vulling en skoring; toesig hou oor ander kategorieë werknemers.

2.1.11 Loodgieterswerk: Uittêwerk; vertolking van tekeninge; afmerkwêrk; hoogtes bepaal; toesig hou oor ander kategorieë werknemers; plaatmetaalwerk; alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype; sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe.

2.1.12 Pleisterwerk: Uittêwerk; afmerkwêrk en vertolking van tekeninge; een- en tweelaagpleisterwerk aan alle oppervlakke; afvlakking van alle oppervlakke; met inbegrip van granolietafwerking.

2.1.13 Klipkapwerk: Uittêwerk, afmerkwêrk; vertolking van tekeninge; kap, vlakmaak en profilerings van klip; patroonplate maak; toesig hou oor die oprig van gedenkstone.

2.1.14 Muurpapierplakwerk: Afmerkwêrk; alle soorte muurpapier plak, met inbegrip van sny- en afwerking.

2.1.15 Algemene ambagsman: 'n Werknemer wat toegelaat word om die omskrewe take van twee of meer van die nie-aangewese ambagte te verrig.

2.1.16 Aanbring van staalwapening: Uittêwerk; vertolking van buigskedules en wapenuitlegplanne; toesig hou; aanbring van alle klasse staal- en gaasdraadwapening.

2.1.17 *Masonry fixing*: Marking out; setting out; interpreting drawings; determining levels; setting up, fixing and dismantling natural and reconstructed stone.

2.1.18 *Letter cutting/stone decoration*: Setting out; marking out; cutting of all types of letters and embellishments; supervising all other categories of employees.

3. DESIGNATED TRADES (CRAFTSMAN TRADES)

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

3.1.1 *Bricklaying*: Setting out; determining levels; interpreting drawings; laying stock and face bricks in all types of bonding in foundations and super structures; constructing lintels; paving in mortar; decorative brick work; building of all types of arches, piers, copings and sills; setting up and building in window frames and door frames; plumbing of angles; setting up profiles or jigs.

3.1.2 *Carpentry*: Setting out; interpreting drawings; determining levels; constructing and erecting all types of formwork; setting out; constructing and erecting shoring; setting out and fixing re-inforcing; interpreting beading schedules and re-inforcing layouts; constructing moulds for pre-cast units; hanging doors; fitting locks; manufacturing and fixing cabinets, cupboards, wall panelling, suspended wooden floors and partitions; fixing skirtings and mouldings; making, fixing and erecting timber truss templates and trusses, hips and valleys; making up and fitting or flashing; fitting, cutting and/or fixing of roof tiles and ridging of concrete, asbestos, slate or similar material; fitting, cutting and/or fixing of metal roof tiles or roof sheeting and ridging; erecting all types of partitions and ceilings.

3.1.3 *Joinery and woodmachining*: Setting out; interpreting drawings; fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling; operating all wood-working machines; fixing locks and ironmongery.

3.1.4 *Shopfitting*: Setting out; interpreting drawings; fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling; operating all wood-working machines; fixing locks and ironmongery; gas or arc welding; folding and bending; fabricating and installing window frames, door frames, doors, windows, shopfronts, partitions and curtain walling in aluminium and other metals.

3.1.5 *Plastering and tiling*: Setting out; interpreting drawings and determining levels; screeding of floors, steps and thresholds; rendering granolithic finishes to floors, steps and thresholds; constructing, insitu mouldings; laying of paving blocks; paving bricks and slasto; one and two-coat plastering to all surfaces; applying and finishing polished terrazzo to walls, floors and staircases; applying decorative plastering; laying all kinds of wall and floor tiles to all types of surfaces; fixing mosaic to all types of surfaces.

3.1.6 *Plumbing and drainlaying*: Marking out and setting out; determining levels; interpreting drawings; supervising other categories of employees; sheet metalwork; installing all types of pipes and fittings for hot and cold water systems, including waste pipes; installing sanitary fixtures and fittings, including geysers and valves; laying drains to falls; concrete encasement; testing; building manholes; benching and shoring.

2.1.17 *Klipmesselwerk*: Afmerkwark; uittêwerk; vertolking van tekeninge; bepaling van hoogstes; oprigting, vasheg en demontering van natuurlike en fineerklip.

2.1.18 *Lettersnywerk/klipdekorasiewerk*: Uittêwerk; afmerkwark; uitsny van alle tipes letters en versierings; toesig hou oor alle ander kategorieë van werknemers.

3. AANGEWSE AMBAGTE (VAKMANSAMBAGTE)

3.1 'n Vakman of vakleerling kan een of meer van die volgende werksaamhede verrig in die vakmansambagte wat hieronder aangedui word:

3.1.1 *Messelwerk*: Uittêwerk; bepaling van hoogtes; vertolking van tekeninge; pleister- en sierstene in alle tipes verbande in fondamente en bobou inmessel; lateie bou; plaveiwerk in dagha; dekoratiewe steenwerk; alle tipes boë, penante, kappe en drumpels bou; venster- en deurrame opstel en inbou; hoeke in die lood bring; profiele of setmate opstel.

3.1.2 *Timmerwerk*: Uittêwerk; vertolking van tekeninge; bepaling van hoogtes; alle tipes bekisting; maak en oprig; uittêwerk; skoring maak en oprig; uittêwerk en wapening aanbring; vertolking van kraalskedules en wapeninguittêplanne; vorms vir voorafgegiëte eenhede maak; deure hang; slotte installeer; kabinette, rakkaste, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring; vloerlyste en lyswerk aanbring; houtkapdrastukke en kappe; wolfhoeke en kiele maak, vassit en oprig; voegskorte opmaak en aanbring; aanbring, sny en/of vassit van dakteëls en nokdekking van beton, asbes, leiklip of dergelike materiaal; aanbring, sny en/of vassit van metaaldakteëls of -dakplate en -nokdekking; alle tipes afskortings en plafonne oprig.

3.1.3 *Skrynwerk en houtmasjiënwerk*: Uittêwerk; vertolking van tekeninge; alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiske, afskortings en paneelwerk vervaardig, aanmekearsit, installeer, hang en vassit; alle houtwerkmasjiëne bedien; slotte en ysterware installeer.

3.1.4 *Winkeltoerustingswerk*: Uittêwerk; vertolking van tekeninge; alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiske, afskortings en paneelwerk vervaardig, aanmekearsit, installeer, hang en vassit; alle houtwerkmasjiëne bedien; slotte en ysterware installeer, gas- of boogswaiswerk; vou- en buigwerk; vensterrame, deurrame, deure, vensters, winkelfronte, afskortings en gordynmure uit aluminium of ander metale vervaardig en installeer.

3.1.5 *Pleister- en teëlwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; vloere, trappe en deurdrumpels afvlak; vloere, trappe en deurdrumpels granolities afwerk; vorms *in situ* maak; plaveiblokke, plaveistene en slasto lê; een- en tweelaagpleister aan alle oppervlakke aanbring; gepoleerde terazzo aan mure, vloere en trappe aanbring en afwerk; dekoratiewe pleisterwerk aanbring; alle soorte muur- en vloerteëls op alle tipes oppervlakke aanbring; mosaïek op alle tipes oppervlakke vassit.

3.1.6 *Loodgieters- en rioolaanlegwerk*: Afmerk- en uittêwerk; bepaling van hoogtes; vertolking van tekeninge; toesig hou oor ander kategorieë werknemers; plaatmetaalwerk; alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype; sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe; riole lê volgens 'n val; betonbedekking; toetsing; mangate bou, vloevulling en skoring.

3.1.7 *Painting and decorating*: Setting out; interpreting drawings and painting schedules; supervising all categories of employees; applying paints, varnishes and stains to all surfaces; applying paints by spraygun; fixing and matching colours; applying decorative finishing such as marbling and graining, stencilling, french polishing, stippling, wall paper hanging, domestic glazing.

CHAPTER 3

MASS MANUFACTURING

1. GENERAL

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

1.2 The provision of Chapters 1, 2, 4 and 5 of this Agreement shall *mutatis mutandis* be applicable to this Chapter. Where the provisions of those Chapters are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

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

“**artisan (joiner) (mass manufacturing)**” means an employee who is registered as such, who has complied with the requirements of clause 7.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

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

“**artisan (wood machinist) (mass manufacturing)**” means an employee who is registered as such and who is permitted to perform any one or more of the following activities:

(1) Supervising machine operators and manufacturing workers;

(2) the mechanical assembly, including the setting-up, removing, replacing and adjusting, of cutting blades, and preparation for use of any one or more of the following machines:

- (a) Spindles (upright and moulding);
- (b) cutter moulding machines;
- (c) planers;
- (d) thicknessers;
- (e) tenoning machines;
- (f) four-siders; and
- (g) morticers and gang morticers;

(3) attending, operating, starting and stopping any power-driven machine;

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

“**craftsman (mass manufacturing)**” means an employee who is registered as such and who has complied with the requirements of clause 7.1.1. of Chapter 1;

“**specified skills joiner assembler (mass manufacturing)**” means an employee registered as such, who has complied with the requirements of clause 7.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Operating a portable router, morticer, planer or skill-saw to a jig;
- (2) cutting of glass, face-putty work and the removing and refixing of beads;

3.1.7 *Verfwerk en versiering*: Uittêwerk; vertolking van tekeninge en verskedules; toesig hou oor alle kategorieë werknemers; verf, vernis en beits op alle oppervlakke aanwend; verf met 'n sproeisuit aanwend; kleure meng en pas; dekoratiewe afwerking soos marmering en vlamskildering, sjablonering, lakpolering, stippeling, muurplakwerk en huishoudelike beglasing aanwend.

HOOFSTUK 3

MASSAVERVAARDIGING

1. ALGEMEEN

1.1 Hierdie Hoofstuk moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Massavervaardigingsseksie van die Bounywerheid.

1.2 Die bepalinge van Hoofstukke 1, 2, 4 en 5 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk. Waar die bepalinge van bogenoemde Hoofstukke strydig is met die bepalinge in hierdie Hoofstuk vervat, is die bepalinge van laasgenoemde Hoofstuk van toepassing en moet hulle voorkeur geniet.

2. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Hoofstuk gebruik word maar nie hierin omskryf word nie maar wat omskryf is in Hoofstukke 1 en 2 van hierdie ooreenkoms, het dieselfde betekenis as in daardie Hoofstuk: Voorts beteken—

“**ambagsman (skrynwerker) (massavervaardiging)**” 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 7.1.2 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

Houtwerk afmerk en uittê, vervaardig, monteer, skaaf en afwerk;

“**ambagsman (houtmasjienwerker) (massavervaardiging)**” 'n werknemer wat as sodanig geregistreer is en wat een of meer van die volgende werksaamhede kan verrig:

(1) Toesig hou oor masjienbedieners en vervaardigingswerkers;

(2) snymesse meganiese monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:

- (a) Regop- en vormspille;
- (b) snyerlysmasjiene;
- (c) skaafmasjiene;
- (d) dikteskaafmasjiene;
- (e) tapsnymasjiene;
- (f) viersydige masjiene;
- (g) tapgat- en meerkop-tapgatmsjiene;
- (3) kragmasjiene versorg, bedien, aan- en afskakel;

“**ingebou**” 'n proses waarvolgens 'n artikel struktureel permanent met 'n gebou geïntegreer of op 'n ander wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op 'n ander wyse daarby ingelyf te wees, op so 'n wyse dat dit sy eie afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

“**vakman (massavervaardiging)**” 'n werknemer wat as sodanige geregistreer is en wat aan die vereistes van klousule 7.1.1 van Hoofstuk 1 voldoen het;

“**skrynwerkmonteerder (gespesifiseerde ambag) (massavervaardiging)**” 'n werknemer wat as sodanige geregistreer is, wat aan die vereistes van klousule 7.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (1) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjiene of uitsnysaag volgens 'n setmaat bedien;
- (2) glas sny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;

(3) morticing, jig tenoning, jig assembling and nailing of selflocating and pinned door frames, window frames, sashes and doors;

(4) attaching of hinges, stays and fasteners, using jigs; attaching of sashes and louvres to frames and cutting and pinning glazing beads;

"specified skills machine operator (mass manufacturing)" means an employee registered as such, who has complied with the requirements of clause 7.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Supervising manufacturing workers;
- (2) attending, operating, starting, stopping, setting-up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (a) Broom handle machines;
 - (b) circular saws;
 - (c) band re-saws;
 - (d) end-and-edge-trimming machines;
 - (e) all wood block and mosaic floor machines;
 - (f) spindles;
 - (g) cutter moulding machines;
 - (h) planers;
 - (i) thicknessers;
 - (j) tenoning machines;
 - (k) four-siders; and
 - (l) morticers and gang morticers;

"Mass-Manufacturing Section of the Building Industry" means, subject to the provisions of any Demarcation Determination in terms of section 76 of the Act, that Section of the Building Industry as defined in clause 3 of Chapter 1 of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of such articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any metal and or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of buildings or structures, and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops;

"off-site workshop" means any premises which is not situated on a site where building construction activities are being carried out, and which is registered or is liable to registration as a "factory" in terms of the provisions of the Machinery and Occupations Safety Act, Act No. 6 of 1983;

"wood" means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component.

3. WORK-DAYS AND HOURS OF WORK

3.1 The ordinary hours of work which shall be observed by all employers and employees shall be—

3.1.1 in the case of an employee who is required to work a six-day week, not more than 46 hours in any week from Monday to Saturday inclusive, calculated at not more than eight hours per day from Monday to Friday and six hours on a Saturday;

3.1.2 in the case of an employee who works a five-day week, not more than 46 hours in any week from Monday to Friday, inclusive, calculated at not more than 9,2 hours per day.

(3) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deur tap, settap, setmonteer en vasspyker;

(4) skarniere, stuiters en hegstukke vasheg met gebruikmaking van setmate; vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

"masjienbediener (gespesifiseerde ambag) (massa-vervaardiging)" 'n werknemer was as sodanig geregistreer is, wat aan die vereistes van klousule 7.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (1) Toesig hou oor vervaardigingswerkers;
- (2) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van vooraf bepaalde verstellwerk wat deel uitmaak van die bediening van die masjiene:
 - (a) Besemstokmasjiene;
 - (b) sirkelsae;
 - (c) bandnasaagmasjiene;
 - (d) kant-en-kantafwerkmasjiene;
 - (e) alle blokkiesvloer- en mosaëkvloerjasiene;
 - (f) regop- en vormspille;
 - (g) snyerlysmasjiene;
 - (h) skaafmasjiene;
 - (i) dikteskaafmasjiene;
 - (j) tapsnymasjiene;
 - (k) viersydige masjiene;
 - (l) tapgat- en meerkop-tapgatmasjiene;

"Massavervaardigingseksie van die Bounywerheid", behoudens die bepalings van 'n Afbakeningsvasstelling kragtens artikel 76 van die Wet, die Seksie van die Bounywerheid wat in klousule 3 van Hoofstuk 1 van die Ooreenkoms omskryf word, waarin werksaamhede uitgevoer word in verband met die massa-vervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse om artikels en/of onderdele vir artikels te vervaardig en/of die aanmekearsit van sodanige artikels wat hoofsaaklik vervaardig is uit hout of hoofsaaklik uit 'n kombinasie van hout en plastiek en/of enige metaal en/of ander materiaal, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue of bouwerke en, sonder om enigensins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word;

"werkwinkel buite die terrein" 'n perseel wat nie op 'n plek geleë is waar bouwerksaamhede aan die gang is nie en wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, Wet No. 6 van 1983, as 'n "fabriek" geregistreer is of moet wees;

"hout" hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak.

3. WERKDAE EN WERKURE

3.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is—

3.1.1 in die geval van 'n werknemer van wie vereis word om ses dae per week te werk, hoogstens 46 uur in 'n week van Maandag tot en met Saterdag, bereken teen hoogstens agt uur per dag van Maandag tot Vrydag en ses uur op 'n Saterdag;

3.1.2 in die geval van 'n werknemer wat vyf dae per week werk, hoogstens 46 uur in 'n week van Maandag tot en met Vrydag, bereken teen hoogstens 9,2 uur per dag.

CHAPTER 4**1. CONTRIBUTIONS AND LEVIES TO FUNDS**

Notwithstanding any provisions contained in this Agreement stipulating the ordinary hours of work, the allowances and contributions referred to in clause 2 shall be calculated at 40 hours per week.

2. CONTRIBUTIONS AND LEVIES

2.1 Where an employee has worked for an employer for three full working days or more per week, the employer shall, in addition to any other remuneration to which such employee is entitled in terms of this Agreement, pay to the Council on behalf of the employee contributions in respect of the wage band in which the employee's wage actually falls, as set out in the Schedule hereunder:

COLUMN:

A = Holiday Fund contributions.
B = Pension Fund contributions.
C = Medical Aid contributions.
D = Benefit Fund contributions.
E = Stabilization Fund contributions.
F = Training Fund contributions.
G = National Development Fund contributions.
H = Council Levies.
I = Total contribution value.

HOOFSTUK 4**1. BYDRAES EN HEFFINGS TOT FONDSE**

Ondanks enige bepalinge vervat in hierdie Ooreenkoms wat die gewone werkure bepaal, moet die toelaes en bydraes in klousule 2 bedoel bereken word teen 40 uur per week.

2. BYDRAES EN HEFFINGS

2.1 Waar 'n werknemer drie volle werkdade of meer in 'n week vir 'n werkgever gewerk het, moet die werkgever benewens ander besoldiging waarop die werknemer ingevolge hierdie Ooreenkoms geregtig is, die bydraes ten opsigte van die loonband waarin sodanige werknemer se werklike loon val, soos in die Bylae hieronder uiteengesit, aan die Raad betaal ten behoeve van die werknemer.

KOLOM:

A = Vakansiefondsbydraes.
B = Pensioenfondsbydraes.
C = Mediese Fondsbydraes.
D = Bystandfondsbydraes.
E = Stabilisasiefondsbydraes.
F = Opleidingsfondsbydraes.
G = Nasionale Ontwikkelingsfondsbydraes.
H = Raadsheffings.
I = Totale waarde van bydraes.

SCHEDULE**EMPLOYER WEEKLY CONTRIBUTIONS**

Wage band min. to max. rate per hour	A	B	C	D	E	F	G	H	I
Skilled employees:									
18,00 and above	87,20	57,20	34,80	0,40	0,80	8,50	0,45	0,50	189,85
16,00 to 17,99	80,80	51,20	34,80	0,40	0,80	8,50	0,45	0,50	177,45
14,00 to 15,99	71,20	45,20	34,80	0,40	0,80	8,50	0,45	0,50	161,85
12,00 to 13,99	61,60	39,20	34,80	0,40	0,80	8,50	0,45	0,50	146,25
10,00 to 11,99	52,40	33,20	28,00	0,40	0,80	8,50	0,45	0,50	124,25
9,00 to 9,99	44,80	28,40	22,00	0,40	0,80	8,50	0,45	0,50	105,85
8,00 to 8,99	40,40	25,60	22,00	0,40	0,80	8,50	0,45	0,50	98,65
7,00 to 7,99	35,60	22,40	22,00	0,40	0,80	8,50	0,45	0,50	90,65
6,00 to 6,99	30,80	19,60	22,00	0,40	0,80	8,50	0,45	0,50	83,05
5,00 to 5,99	26,00	16,40	22,00	0,40	0,80	8,50	0,45	0,50	75,05
Semi-skilled employees and trainees:									
6,50 to 7,99	24,00	22,00	22,00	0,40	0,80	5,00	0,45	0,50	75,15
5,00 to 6,49	19,20	17,20	12,00	0,40	0,80	5,00	0,45	0,50	55,55
3,50 to 4,99	14,00	12,80	12,00	0,40	0,80	5,00	0,45	0,50	45,95
2,25 to 3,49	9,60	8,80	12,00	0,40	0,80	5,00	0,45	0,50	37,55

BYLAE**WEEKLIKSE BYDRAES DEUR WERKGEWER**

Loonbande min. tot maks. tarief per uur	A	B	C	D	E	F	G	H	I
Geskoolde werknemers:									
18,00 en meer	87,20	57,20	34,80	0,40	0,80	8,50	0,45	0,50	189,85
16,00 tot 17,99	80,80	51,20	34,80	0,40	0,80	8,50	0,45	0,50	177,45
14,00 tot 15,99	71,20	45,20	34,80	0,40	0,80	8,50	0,45	0,50	161,85
12,00 tot 13,99	61,60	39,20	34,80	0,40	0,80	8,50	0,45	0,50	146,25
10,00 tot 11,99	52,40	33,20	28,00	0,40	0,80	8,50	0,45	0,50	124,25
9,00 tot 9,99	44,80	28,40	22,00	0,40	0,80	8,50	0,45	0,50	105,85
8,00 tot 8,99	40,40	25,60	22,00	0,40	0,80	8,50	0,45	0,50	98,65
7,00 tot 7,99	35,60	22,40	22,00	0,40	0,80	8,50	0,45	0,50	90,65
6,00 tot 6,99	30,80	19,60	22,00	0,40	0,80	8,50	0,45	0,50	83,05
5,00 tot 5,99	26,00	16,40	22,00	0,40	0,80	8,50	0,45	0,50	75,05
Halfgeskoolde werknemers en kwekelinge:									
6,50 tot 7,99	24,00	22,00	22,00	0,40	0,80	5,00	0,45	0,50	75,15
5,00 tot 6,49	19,20	17,20	12,00	0,40	0,80	5,00	0,45	0,50	55,55
3,50 tot 4,99	14,00	12,80	12,00	0,40	0,80	5,00	0,45	0,50	45,95
2,25 tot 3,49	9,60	8,80	12,00	0,40	0,80	5,00	0,45	0,50	37,55

2.2 Every employer shall deduct weekly from the remuneration of an employee, whose actual wage rate falls in any of the undermentioned wage bands and who has worked for three full working days or more during any week, the amounts as set out in the Schedule hereunder, which shall be the employee's contributions to the Pension Fund, Medical Aid Fund, Council Levy, Benefit Fund, Stabilization Fund and Tool Insurance Fund.

COLUMN: A = Pension Fund contributions.
B = Medical Aid contributions.
C = Council levies.
D = Benefit Fund contributions.
E = Stabilization Fund contributions.
F = Tool Insurance Fund contributions.
G = Total deductions.

2.2 Elke werkgewer moet weekliks die bedrae soos in die Bylae hieronder uiteengesit, aftrek van die besoldiging van 'n werknemer wie se werklike loonskaal in enige van ondergenoemde loonbande val en wat drie volle werkdag of meer in een week gewerk het, en dié bedrae is die werknemer se bydrae tot die Pensioenfonds, Mediense Fonds, Raadsheffings, Bystandfonds, Stabilisasiefonds en Gereedskapfonds.

KOLOM: A = Pensioenfondsbydraes.
B = Mediese Fondsbydraes.
C = Raadsheffings.
D = Bystandfondsbydraes.
E = Stabilisasiefondsbydraes.
F = Gereedskapversekeringsbydraes.
G = Totale waarde van bydraes.

SCHEDULE

EMPLOYEE WEEKLY CONTRIBUTIONS

Wage band min. to max. rate per hour	A	B	C	D	E	F	G
Skilled employees:							
18,00 and above.....	57,20	34,80	0,50	0,80	0,80	0,44	94,54
16,00 to 17,99.....	51,20	34,80	0,50	0,80	0,80	0,44	88,54
14,00 to 15,99.....	45,20	34,80	0,50	0,80	0,80	0,44	82,54
12,00 to 13,99.....	39,20	34,80	0,50	0,80	0,80	0,44	76,54
10,00 to 11,99.....	33,20	28,00	0,50	0,80	0,80	0,44	63,74
9,00 to 9,99.....	28,40	22,00	0,50	0,80	0,80	0,44	52,94
8,00 to 8,99.....	25,60	22,00	0,50	0,80	0,80	0,44	50,14
7,00 to 7,99.....	22,40	12,00	0,50	0,80	0,80	0,44	36,94
6,00 to 6,99.....	19,60	12,00	0,50	0,80	0,80	0,44	34,14
5,00 to 5,99.....	16,40	12,00	0,50	0,80	0,80	0,44	30,94
Semi-skilled employees and trainees:							
6,50 to 7,99.....	22,00	22,00	0,50	0,80	0,80	0,44	46,54
5,00 to 6,49.....	17,20	12,00	0,50	0,80	0,80	0,44	31,74
3,50 to 4,99.....	12,00	12,00	0,50	0,80	0,80	0,44	27,34
2,25 to 3,49.....	8,80	12,00	0,50	0,80	0,80	0,44	23,34

BYLAE

WEEKLIKSE BYDRAES DEUR WERKNEMER

Loonbande min. tot maks. tarief per uur	A	B	C	D	E	F	G
Geskoolde werknemers:							
18,00 en meer.....	57,20	34,80	0,50	0,80	0,80	0,44	94,54
16,00 tot 17,99.....	51,20	34,80	0,50	0,80	0,80	0,44	88,54
14,00 tot 15,99.....	45,20	34,80	0,50	0,80	0,80	0,44	82,54
12,00 tot 13,99.....	39,20	34,80	0,50	0,80	0,80	0,44	76,54
10,00 tot 11,99.....	33,20	28,00	0,50	0,80	0,80	0,44	63,74
9,00 tot 9,99.....	28,40	22,00	0,50	0,80	0,80	0,44	52,94
8,00 tot 8,99.....	25,60	22,00	0,50	0,80	0,80	0,44	50,14
7,00 tot 7,99.....	22,40	12,00	0,50	0,80	0,80	0,44	36,94
6,00 tot 6,99.....	19,60	12,00	0,50	0,80	0,80	0,44	34,14
5,00 tot 5,99.....	16,40	12,00	0,50	0,80	0,80	0,44	30,94
Halfgeskoolde werknemers en kwekelinge:							
6,50 tot 7,99.....	22,00	22,00	0,50	0,80	0,80	0,44	46,54
5,00 tot 6,49.....	17,20	12,00	0,50	0,80	0,80	0,44	31,74
3,50 tot 4,99.....	12,00	12,00	0,50	0,80	0,80	0,44	27,34
2,25 tot 3,49.....	8,80	12,00	0,50	0,80	0,80	0,44	23,34

2.3 In addition to deductions referred to in clause 2.2 hereof, the employer shall, in the case of an employee who has worked for three full working days or more but less than five full working days in any week, deduct the contributions as reflected in the schedule hereunder in respect of every hour such employee has worked for less than 40 hours per week:

SCHEDULE

Wage band min. to max. rate per hour	Deduction per hour
Skilled employees:	
18,00 and above.....	4,51
16,00 to 17,99.....	4,20
14,00 to 15,99.....	3,81
12,00 to 13,99.....	3,42
10,00 to 11,99.....	2,87
9,00 to 9,99.....	2,41
8,00 to 8,99.....	2,23
7,00 to 7,99.....	1,78
6,00 to 6,99.....	1,59
5,00 to 5,99.....	1,39
Semi-skilled employees and trainees:	
6,50 to 7,99.....	1,73
5,00 to 6,49.....	1,24
3,50 to 4,99.....	1,00
2,25 to 3,49.....	0,79

2.3.1 The deductions referred to in clause 2.3 hereof shall only be made if the employee has been absent from work without consent or where short time is worked in terms of clause 9.3 of Chapter 1.

2.4 The contributions and the levies referred to in clause 2.1 hereof and the deductions made in terms of clause 2.2 hereof shall be paid by the employer to the Council on a weekly basis unless exemption has been obtained from the Council to pay over the amounts referred to at intervals greater than once a week.

2.5 Any employer who has failed to comply with the provisions of clauses 2.2 and 2.3, shall nevertheless be liable to pay over to the Council the amounts which should have been so deducted.

3. SPECIAL PROVISIONS

3.1 No employee for whom wages are prescribed in this Agreement who has worked for three full working days or more per week may agree or enter into an agreement with an employer that the contributions and/or deductions referred to in clause 2 either be paid directly to the employee or that the said amounts not be paid to the Council.

3.2 An employer and his general foremen and foremen may agree in writing not to comply with the provisions of clause 2 of this Chapter. The employer shall notify the Council of such agreement within a period of seven days from the date thereof.

3.3 An employer who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timeously, shall pay interest at a rate prescribed in terms of the Prescribed Rate of Interest Act, 1975, on the value of such contributions, calculated from the date on which the contributions should have been paid to the Council up to and including the date actually paid.

3.4 Notwithstanding the fact that a specific contribution has been paid for an employee, such employee shall only be entitled to the benefits prescribed by the rules of the various Funds to the value of the contribution actually paid to the Council on his behalf.

2.3 Bo en behalwe die aftrekkings in klousule 2.2 hiervan bedoel, moet die werkgever, waar 'n werknemer drie volle werkdade of meer, maar minder as vyf volle werkdade in een week gewerk het, die bydraes soos aangetoon in die Bylae hieronder aftrek ten opsigte van elke uur wat sodanige werknemer minder as 40 uur per week gewerk het:

BYLAE

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
Geskoolde werknemers:	
18,00 en meer.....	4,51
16,00 tot 17,99.....	4,20
14,00 tot 15,99.....	3,81
12,00 tot 13,99.....	3,42
10,00 tot 11,99.....	2,87
9,00 tot 9,99.....	2,41
8,00 tot 8,99.....	2,23
7,00 tot 7,99.....	1,78
6,00 tot 6,99.....	1,59
5,00 tot 5,99.....	1,39
Halfgeskoolde werknemers en kwekelinge:	
6,50 tot 7,99.....	1,73
5,00 tot 6,49.....	1,24
3,50 tot 4,99.....	1,00
2,25 tot 3,49.....	0,79

2.3.1 Die aftrekkings in klousule 2.3, hiervan bedoel, moet net gemaak word as 'n werknemer sonder toestemming van diens afwesig was of korttyd gewerk het ingevolge klousule 9.3 van Hoofstuk 1.

2.4 Die bydraes en heffings in klousule 2.1 hiervan bedoel en die aftrekkings wat ingevolge klousule 2.2 hiervan gemaak word, moet deur die werkgever op 'n weeklikse grondslag aan die Raad betaal word, tensy vrystelling van die Raad verkry is om die bedoelde bedrae met 'n langer tussenpose as een maal per week oor te betaal.

2.5 Enige werkgever wat versuim om die bepalinge van klousules 2.2 en 2.3 na te kom, is in weerwil daarvan verplig om die bedrae wat afgetrek moes word, aan die Raad te betaal.

3. SPESIALE BEPALINGS

3.1 Geen werknemer vir wie lone in hierdie Ooreenkoms voorgeskrif word en wat drie volle werkdade of langer per week gewerk het, mag instem of versoek of 'n ooreenkoms met sy werkgever aangaan met die strekking dat die bydraes en/of aftrekkings in klousule 2 bedoel of regstreeks aan hom betaal word of nie aan die Raad betaal word nie.

3.2 'n Werkgever en sy algemene voormanne en voormanne kan skriftelik daartoe ooreenkom om nie aan die bepalinge van klousule 2 van hierdie Hoofstuk te voldoen nie. Die werkgever moet die Raad binne sewe dae van sodanige ooreenkoms verwittig.

3.3 'n Werkgever wat in gebreke bly of nalaat om die bydraes soos voorgeskrif ten opsigte van elke werknemer tydig by die Raad in te betaal, moet rente voorgeskrif volgens die Wet op Vasgestelde Rentekoers, 1975, op die waarde van sodanige bydraes betaal, bereken vanaf die datum waarop die bydraes by die Raad inbetaal behoort te gewees het, tot en met die datum waarop dit werklik betaal is.

3.4 Ten spyte van die feit dat 'n bepaalde bydrae vir 'n werknemer betaal is, is sodanige werknemer slegs geregtig op die voordele soos voorgeskrif deur die reëls van die verskeie Fondse ter waarde van die bydrae wat werklik namens hom by die Raad inbetaal is.

4. HOLIDAY FUND REGISTRATION

4.1 Application for Holiday Fund Registration shall be made to the Council by every employee upon whom the provisions of this Agreement are binding within 20 days of accepting employment in the Industry.

4.2 The secretary shall maintain an alphabetical and numerical register of all Holiday Fund Registrations and allocate a specific number in respect of each applicant. The said register shall provide the following information in respect of each employee on whom the provisions of this Agreement are binding:

- (a) Full name;
- (b) date of birth;
- (c) identity number;
- (d) trade or occupation;
- (e) race and nationality; and
- (f) Holiday Fund number allocated by the Fund.

4.3 The closing date in respect of contributions in respect of any particular year shall be the second Friday in October.

4.4 Every employer on whom the provisions of this Agreement are binding shall, when making payment to the Council in respect of allowances and/or contributions, record the employee's Holiday Fund number and identity number.

CHAPTER 5**FUNDS****1. ESTABLISHMENT AND CONTINUATION OF THE FUNDS**

1.1 The following Funds are hereby continued:

(a) The Transvaal Holiday fund for the Building Industry as originally established under Government Notices 2688 of 21 November 1952 and R. 956 of 13 June 1969, as amended and extended;

(b) the Benefit Fund for the Building Industry (Transvaal) established under Government Notices 2828 of 5 December 1952 and R. 3971 of 19 December 1969, as amended and extended;

(c) the Building Industry Medical Aid Fund (Transvaal) established under Government Notice 1164 of 20 July 1962, as amended and extended;

(d) the Tool Insurance Fund for the Building Industry (Transvaal), established under Government Notice R. 202 of 16 February 1959, as amended and extended;

(e) the Building Industry Services' Stabilization Fund, established under Government Notice R. 1983 of 8 December 1967 (hereinafter referred to as the "Stabilization Fund"), as amended and extended.

2. ADMINISTRATION OF THE FUNDS

2.1 The various Funds shall be administered by the Management Committee appointed by the council and consisting of two representatives of the trade unions, together with two representatives of the employers' organisations which are parties to the Council. The provisions of the Council's constitution relating to the election of a Chairman and a Vice-Chairman, their period of office and the calling and conduct of meetings of the Council and the right of alternates to take the place of representatives shall *mutatis mutandis* apply in the case of the Management Committee.

2.2 The Funds shall be administered in accordance with rules prescribed for the purpose by the council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other law and shall, *inter alia*, prescribe—

2.2.1 the Funds' benefits and the qualifications attached thereto;

4. VAKANSIEFONDSREGISTRASIE

4.1 Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy in die Nywerheid begin werk het by die Raad aansoek doen om 'n vakansiefondsregistrasie.

4.2 Die sekretaris moet 'n alfabetiese en numeriese register hou van alle aansoeke om Vakansiefondsregistrasie en 'n spesifieke nommer aan elke aansoeker toeken. Genoemde register moet die volgende inligting verstrek ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is:

- (a) Volle naam;
- (b) geboortedatum;
- (c) persoonsnommer;
- (d) bedryf of beroep;
- (e) nasionaliteit; en
- (f) Vakansiefondsnummer deur die Fonds toegeken.

4.3 Die sluitingsdatum vir bydraes ten opsigte van 'n bepaalde jaar is die tweede Vrydag in Oktober.

4.4 Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet, wanneer betalings ten opsigte van toelaes en/of bydraes aan die Raad gemaak word, die werknemer se Vakansiefondsnummer en persoonsnommer aanteken.

HOOFSTUK 5**FONDSE****1. STIGTING EN VOORTSETTING VAN DIE FONDSE**

1.1 Die volgende Fondse word hierby voortgesit:

(a) Die Vakansiefonds van die Bounywerheid (Transvaal), wat oorspronklik ingestel is by Goewermentskennisgewings 2688 van 21 November 1952 en R. 956 van 13 Junie 1969, soos gewysig en verleng;

(b) die Bystandsfonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewings 2828 van 5 Desember 1952 en R. 3971 van 19 Desember 1969, soos gewysig en verleng;

(c) die Mediese Hulpfonds vir die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewing 1164 van 20 Julie 1962, en soos gewysig en verleng;

(d) die Gereedskapversekeringsfonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewing R. 202 van 6 Februarie 1959, soos gewysig en verleng;

(e) die Dienstestabilisasiefonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewing R. 1983 van 8 Desember 1967 (hierna die Stabilisasiefonds genoem), soos gewysig en verleng.

2. ADMINISTRASIE VAN DIE FONDSE

2.1 Die onderskeie Fondse moet geadminestreer word deur 'n Bestuurskomitee deur die Raad aangestel en wat bestaan uit twee verteenwoordigers van die vakverenigings saam met twee verteenwoordigers van die werkgewersorganisasies wat partye by die Raad is. Die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad en die reg van plaasvervangers vir die verteenwoordigers is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

2.2 Die Fonds moet geadminestreer word ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met hierdie Ooreenkoms, die Wet, of 'n ander wet wees nie, en moet onder andere die volgende voorskryf:

2.2.1 Die Fondse se bystand en die kwalifikasies daaraan verbonde;

2.2.2 the procedure for lodging and payment of claims;

2.2.3 any other matters which the Council may decide.

2.3 The Council may at any time make new rules, alter or repeal any existing rules, and particulars of all amendments thereto shall be lodged with the Director-General of Manpower.

2.4 The Council shall appoint a secretary who shall be known as the secretary of the Funds and such other staff as may be necessary for the proper administration of the Funds.

2.5 The Committee may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Funds or their members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the committee to the Council, whose decision shall be final.

2.6 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the funds which the committee is unable to settle, shall be referred to the Council for decision.

2.7 The members of the Management Committee, the secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the bona fide discharge of their duties.

2.8 All expenses incurred in connection with the administration of the Funds shall be a charge against the Funds.

3. OPERATION OF THE FUNDS

3.1. The Funds shall consist of—

3.1.1 all contributions paid into the Funds in accordance with the provisions of clause 2 of Chapter 4:

3.1.2 all interest derived from the investment of any moneys of the Funds; and

3.1.3 all other moneys to which the Funds may become entitled.

3.2 All moneys accruing to the Funds shall be deposited to the credit of the Funds in a separate account with a registered bank or building society within three days after receipt thereof.

3.3 The moneys of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the funds.

3.4 The Council may deduct from the Holiday Fund amount payable to an employee all moneys owing by such employee to any of the Funds of the Council.

3.5 In the event of the death of an employee, the amount due from the Funds shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate being lodged with the secretary of the funds.

3.6 All payments from the Funds shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Council, and counter-signed by the secretary or such other alternates to the secretary as the Council may from time to time decide.

3.7 Any moneys not required to meet current payments of expenditures may not be invested other than as prescribed in terms of section 21 (3) of the Labour Relations Act, 1956.

2.2.2 die prosedure vir die indiening en betaling van eise;

2.2.3 ander sake waarvoor die Raad besluit.

2.3 Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek, en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.

2.4 Die Raad moet 'n sekretaris aanstel wat as die sekretaris van die Fondse bekend staan, en dié ander personeel wat nodig is vir die behoorlike administrasie van die Fondse.

2.5 Die Komitee kan enige of alle bystand weier aan en/of weerhou van 'n lid en/of sy afhanklikes wat, na die Komitee se mening, op 'n wyse opgetree het wat bereken was om die belange van die fondse of hul lede te benadeel of wat dit na alle waarskynlikheid benadeel het: Met dien verstande dat aan sodanige lid die geleentheid gebied moet word om by die Raad, wie se beslissing finaal is, appél aan te teken teen die beslissing van die Komitee.

2.6 Geskille betreffende die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie Ooreenkoms of rakende die administrasie van die Fondse wat die komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

2.7 Die lede van die Bestuurskomitee, die sekretaris, beamptes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die fondse nie en hulle word hierby deur die fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die *bona fide*-uitvoering van hul pligte.

2.8 Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse, kom ten laste van die Fondse.

3. WERKING VAN DIE FONDSE

3.1 Die Fondse bestaan uit—

3.1.1 alle bydraes wat ooreenkomstig klousule 2 van Hoofstuk 4 in die Fondse gestort word;

3.1.2 alle rente wat verkry word uit die belegging van geld van die Fondse; en

3.1.3 ander geld waarop die Fondse geregtig word.

3.2 alle geld wat aan die Fondse toeval, moet binne drie dae nadat dit ontvang is, op 'n afsonderlike rekening vir elke Fonds by 'n geregistreerde bank of bougenootskap in die krediet van die Fondse gedeponeer word.

3.3 Die geld van die Fondse moet aangewend word om bystand en uitgawes ingevolge die reëls van die onderskeie Fondse te betaal.

3.4 Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan enige van die Fondse van die Raad.

3.5 Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse verskuldig is, per tjek, wat ten gunste van sodanige boedel uitgemaak is, aan sy boedel betaal word nadat 'n gesertifiseerde kopie van die doodsertifikaat aan die sekretaris van die Fondse voorgelê is.

3.6 Alle uitbetalings uit die Fondse geskied per tjek wat geteken is deur die Voorsitter, die Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad en mede-onderteken is deur die sekretaris of sodanige ander plaasvervangers vir die sekretaris as waarop die Raad van tyd tot tyd besluit.

3.7 Gelde wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as soos voorgeskryf ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956.

4. AUDITING OF THE FUNDS

4.1 A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and not later than 31 March in each year prepare a statement showing —

4.1.1 all moneys received in terms of provisions of this Agreement;

4.1.2 expenditure incurred under all headings during the 12 months ending 31 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.

4.2 The audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and counter-signed by the Chairman of the council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Manpower within three months of the close of the period covered by such statement and balance sheet.

5. LIQUIDATION OF THE FUNDS

5.1 Upon the expiry of this Agreement or any extension thereof, the Council in office at the time or the trustee or trustees appointed by the Registrar in terms of clause 6 of this Chapter shall continue to administer the Funds for a period of two years in order to pay out moneys due to employees, and, subject to the approval of the Registrar, any moneys standing to the credit of the Funds after the said period of two years shall be forfeited and shall accrue to the general funds of the Council.

5.2 If upon the expiry of the said period of two years the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as follows:

5.2.1 Two-fifths to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation;

5.2.2 two-fifths to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who are covered by this Agreement; and

5.2.3 one-fifth to be disposed of in terms of section 34 (4) (c) of the Act

6. EXPIRY OF THE AGREEMENT

6.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent Agreement being negotiated for the purpose of continuing the operations of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 5 of this Chapter.

6.2 In the event of the Council being unable to administer and/or liquidate the Funds in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and such trustee or trustees shall possess all the powers of the Council for such purposes.

4. OUDITERING VAN DIE FONDSE

4.1 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet minstens één keer per jaar die rekenings van die Fondse ouditeer en voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:

4.1.1 Alle geld wat ingevolge hierdie Ooreenkoms ontvang word;

4.1.2 uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fondse op daardie datum toon.

4.2 Die geouditeerde staat en die balansstaat van die Fondse moet daarna op die kantoor van die Raad vir inspeksie lê en kopieë daarvan, behoorlik deur die ouditeur onderteken en deur die Voorsitter van die Raad mede-onderteken, tesame met 'n verslag wat die ouditeur daarvoor uitgebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Direkteur-generaal van Mannekrag ingedien word.

5. LIKWIDASIE VAN DIE FONDSE

5.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, moet die Raad wat dan bestaan of die trustee of trustees wat ingevolge klousule 6 van hierdie Hoofstuk deur die Registrateur aangestel is, voortgaan om vir 'n tydperk van twee jaar die Fondse te administreer ten einde geld wat aan die werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur, moet geld wat ná genoemde tydperk van twee jaar in die krediet van die Fondse staan, verbeur word en aan die algemene fondse van die Raad toeval.

5.2 As die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwedeer en die bates verdeel is, moet die saldo van die Fondse soos volg verdeel word:

5.2.1 Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van sodanige likwidasie;

5.2.2 twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasie verdeel word; die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word; en

5.2.3 een vyfde moet ingevolge artikel 34 (4) (c) van die Wet bestee word.

6. VERSTRYKING VAN DIE OOREENKOMS

6.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en ingeval daar nie binne twee jaar ná die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fondse nie, moet die Raad die Fondse ingevolge klousule 5 van hierdie Hoofstuk likwedeer.

6.2 Ingeval die Raad nie die Fondse ingevolge hierdie klousule kan administreer en/of likwedeer nie en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Raad nakom en wat vir sodanige doel die bevoegdheid van die Raad het.

6.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act the Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

6.4 In the event of the Council in office at the time being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the Council, and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.5 Upon the expiry of this Agreement, subject to the provisions of clause 6.1 and 6.2 hereof, the Funds shall be liquidated in terms of clause 5 of this Chapter by the Council in office at the time or the trustee or trustees appointed by the Registrar.

7. SPECIAL PROVISIONS IN RESPECT OF THE FUNDS

7.1 *The Transvaal Holiday Fund for the Building Industry*

7.1.1 All interest on moneys received in respect of the Holiday Fund shall be used to cover the administrative costs: Provided that any shortfall in payments in respect of the incentive bonus shall be made up from the general funds of the Council.

7.1.2 No payments shall be made in respect of the Holiday Fund in respect of any employee before the annual holiday period without authorisation of the Council.

7.1.3 Every craftsman, artisan and craftsman's assistant shall, in addition to his ordinary holiday pay to which he is entitled in accordance with the number of contributions paid in on his behalf, also be paid the bonuses.

7.1.4 Every employee for whom Holiday Fund contributions have been paid in to the Council shall, commensurate with the amount of contributions paid in, be paid his holiday pay not later than the commencement date of the annual holiday period each year.

7.1.5 If an employee should fail or omit to claim the value of the contribution paid to the Council in respect of holiday pay within a period of 12 months from the date on which the holiday period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council, however, shall consider all late, claims in respect of holiday payments.

7.1.6 Notwithstanding the provisions contained in this clause, the Council may deduct from the Holiday Fund the amount payable to an employee for his trade union subscriptions: Provided that—

(a) the secretary is authorised thereto in writing by the employee concerned;

(b) the aforesaid trade union subscription amounts are by the secretary to the trade union nominated by the employee not later than one month after such deduction has been made.

7.2 *The Benefit Fund for the Building Industry (Transvaal)*

7.2.1 *Objectives of the Fund.*—The objectives of the Fund shall be to provide benefits to members in the case of—

(a) inclement weather conditions;

6.3 Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fondse geadminestreer word deur die Raad wat dan bestaan. Vakatures wat in die Raad ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemers-vertegenwoordigers in die Raad is.

6.4 Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad.

6.5 Wanneer hierdie Ooreenkoms verstryk, moet die Fondse, behoudens klousule 6.1 en 6.2 hiervan, ingevolge klousule 5 van hierdie Hoofstuk deur die Raad wat dan bestaan of deur die trustee of trustees wat deur die Registrateur aangestel is, gelikwedeer word.

7. SPESIALE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE

7.1 *Vakansiefonds van die Bounywerheid (Transvaal)*

7.1.1 Alle rente op geld ontvang ten behoeve van die Vakansiefonds moet aangewend word om die administrasiekoste te dek: Met dien verstande dat 'n tekort en die bedrag ten opsigte van die aansporingsbonus gedelig moet word uit die algemene fondse van die Raad.

7.1.2 Geen bedrag ten opsigte van die Vakansiefonds mag sonder magtiging van die Raad voor die jaarlikse vakansietydperk aan 'n werknemer betaal word nie.

7.1.3 Aan elke vakman, ambagsman en vakmanassistent moet, benewens sy gewone vakansiegeld waarop hy geregtig is ingevolge die aantal bydraes wat namens hom inbetaal is, ook die bonusse betaal word.

7.1.4 Aan elke werknemer vir wie Vakansiefondsbydraes by die Raad inbetaal is, moet ooreenkomstig die bedrag van die bydraes wat inbetaal is, sy vakansiegeld betaal word voor of op die aanvangsdatum van die jaarlikse vakansietydperk elke jaar.

7.1.5 As 'n werknemer in gebreke sou bly of nalaat om binne 'n tydperk van 12 maande vanaf die datum waarop die vakansietydperk ten einde loop, die waarde van die bydrae wat ten opsigte van vakansiegeld by die Raad inbetaal is, op te eis, word die waarde daarvan verbeur en kom dit die algemene fondse van die Raad toe. Die Raad moet egter alle laat eise vir betaling ten opsigte van vakansiegeld oorweeg.

7.1.6 Ondanks hierdie klousule kan die Raad van die bedrag wat uit die Vakansiefonds aan 'n werknemer betaalbaar is, sy vakverenigingsgedegeld aftrek: Met dien verstande dat—

(a) die betrokke werknemer die sekretaris skriftelik daartoe magtig;

(b) die sekretaris bogemelde bedrae aan vakverenigingsgedegeld hoogstens een maand na invordering daarvan betaal aan die vakvereniging wat deur die werknemer benoem is.

7.2 *Bystandsfonds van die Bounywerheid (Transvaal)*

7.2.1 *Doelstellings van die Fonds.*—Die doelstellings van die Fonds is om aan lede bystand te verleen ingeval van die volgende gebeurlikhede—

(a) slegte weersomstandighede;

(b) loss of earnings as a result of sickness or accident in certain circumstances.

7.2.2 Membership of the Fund.—All employees who are subject to the provisions of this Agreement are entitled to membership of the Fund.

7.2.3 Reserves.—If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.3 The Building Industry Medical Aid Fund (Transvaal)

7.3.1 Objectives of the Fund.—The objectives of the Fund shall be—

(a) to assist members in regard to the costs of medical services as may be specified in the rules to be determined from time to time, and arising from any illness and/or accident;

(b) to assist members with regard to the costs of medicines and/or medical services arising from any illness and/or accident sustained by themselves or their dependants, subject to the rules of the Fund;

(c) to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Building Industry;

(d) to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members and their dependants;

(e) to contract with any other person, body, institution or authority in respect of medical services as may be specified in the rules from time to time;

(f) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objectives.

7.3.2 Membership of the Fund.—(a) All skilled employees, who are subject to the provisions of this Agreement are entitled to membership of the Fund.

(b) Persons, other than those referred to in (a) above, who are or were directly engaged or employed in the Building Industry, may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement and the rules of the Fund shall *mutatis mutandis* apply to any persons so admitted.

7.3.3 Membership of the Fund shall terminate—

(a) immediately upon failure of payment of contributions to the Council in terms of clause (2) of Chapter 4 for the Building Industry (Transvaal): Provided that membership shall be maintained in cases where members are receiving sick benefits from the Benefit Fund for the Building Industry (Transvaal) or benefits from the Building Industry Military Service Fund (Transvaal);

(b) when a member is more than one month in arrear with contributions to the Fund;

(c) immediately when a member accepts an appointment and/or is engaged and/or is employed in any other industry;

(d) in the case of all members who after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the Industry: Provided that eligible dependants of such members may, at the discretion of the Committee, be permitted to retain membership under such conditions as it may determine.

(b) verlies van loon weens siekte of ongeval onder sekere omstandighede.

7.2.2 Lidmaatskap van die Fonds.—Alle werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die Fonds.

7.2.3 Reserwes.—Indien die bedrag wat in die krediet van die Fonds staan, te eniger tyd tot onder die R50 000-merk sou daal, moet uitbetalings van bystand opgeskort word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan, meer as R100 000 is.

7.3 Mediese Hulpfonds vir die Bounywerheid (Transvaal)

7.3.1 Doelstellings van die Fonds.—Die doeleindes van die Fonds is—

(a) om aan lede bystand te verleen met betrekking tot die koste van mediese dienste soos van tyd tot tyd in die reëls gemeld word, en wat voortvloei uit enige siekte en/of ongeluk;

(b) om behoudens die reëls van die Fonds aan lede bystand te verleen met betrekking tot die koste van medisyne en/of mediese dienste wat voortvloei uit enige siekte en/of ongeluk deur hulself of hul afhanklikes opgedoen;

(c) om dié maatreëls te tref en dié stappe te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van gesondheid onder lede, afhanklikes en persone in diens in of betrokke by die Bounywerheid;

(d) om 'n kontrak met enige hospitaal, geregistreerde verpleeginrigting, geregistreerde herstellingsoord of ander dergelike inrigting aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;

(e) om 'n kontrak met enige ander persoon, liggaam, inrigting of owerheid aan te gaan ten opsigte van mediese dienste soos van tyd tot tyd in die reëls gemeld word;

(f) om al dié dinge te doen wat noodsaaklik is vir, bykomend is by of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

7.3.2 Lidmaatskap van die Fonds.—(a) Alle geskoolde werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die Fonds.

(b) Persone, uitgesonderd dié persone in (a) hiervan bedoel, wat regstreeks betrokke is of was by of in diens is of was in die Bounywerheid, kan na goeddunke van die Raad as lede van die Fonds toegelaat word en hierdie Ooreenkoms en die reëls van die Fonds *mutatis mutandis* van toepassing op persone wat aldus toegelaat word.

7.3.3 Lidmaatskap van die Fonds eindig—

(a) sodra die bydraes kragtens klousule 2 van Hoofstuk 4 nie by die Raad inbetaal is nie: Met dien verstande dat lidmaatskap behou moet word in gevalle waar lede siektebystand van die Bystandsfonds van die Bounywerheid (Transvaal) of bystand van die Militêrediensfonds van die Bounywerheid (Transvaal) ontvang;

(b) sodra 'n lid meer as een maand agterstallig is met bydraes tot die Fonds;

(c) sodra 'n lid 'n betrekking het en/of diens aanvaar of betrokke is by 'n ander nywerheid;

(d) in die geval van alle lede wat, nadat hulle vir een jaar bystand ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent onbekwaam, geheel en al ongeskik en nie in staat om 'n ambag in die Nywerheid te beoefen nie: Met dien verstande dat kwalifiserende afhanklikes van sodanige lede na die goeddunke van die Komitee toegelaat kan word om lid te bly op dié voorwaardes wat hy vasstel.

7.3.4 A member for whom no contributions are paid in accordance with clause 2 of Chapter 4 due to his being unemployed or for working outside the area of jurisdiction of this Agreement may, if he desires to remain a member of the Fund, pay the Council the required contribution in cash weekly.

7.3.5 *Reserves.*—If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.4 *The Tool Insurance Fund for the Building Industry (Transvaal)*

7.4.1 *Objectives of the Fund.*—The principle objectives of the Fund, read with the provisions of clause 12 of Chapter 1 of this Agreement, shall be to compensate employees for the loss of their tools, essential to their trades, and tool boxes by theft from lock-ups.

7.4.2 An employee wishing to claim compensation from the Fund for lost tools, essential to his trade(s), and tool box shall lodge a written application with the Council and supply the Council with the relevant information in terms of the rules.

7.4.3 No payments shall be made by the Fund unless the employee has reported the theft to the police as soon as practicable, or if the employee refuses or fails to supply the Council with the information the Council may require.

7.4.4 The assessment of a claim and the payment from the Fund shall be in the absolute discretion of the Council whose decision shall be final and binding. The Council shall not be obliged to give any reason for its decision.

7.4.5 *Reserves.*—Payment of benefits from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R10 000, and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R20 000.

7.5 *The Building Industry Services' Stabilization Fund*

7.5.1 *Objectives of the Fund.*—The objectives of the Stabilization Fund shall be to promote stability of employment in the Building and Monumental Masonry Industries and to that end to do such things as may be necessary to minimise the effect of lost time suffered by members, including—

(a) the granting of financial assistance based on contributions and earnings normally prescribed by this Agreement;

(b) the provision of facilities to promote continuity of employment and to reduce the incidence of lost time resulting from the changes in employment;

(c) establishing and maintaining an employment bureau in order to register all unemployed employees and to assist such employees to obtain suitable employment;

(d) doing such things as may be considered by the Management Committee necessary to achieve the aims set out above;

(e) the granting of financial assistance, in accordance with the rules of the Fund, to skilled and semi-skilled employees undergoing military service or training in terms of the Defence Act, 1957, or the Police Act, 1958.

7.3.4 'n Lid vir wie geen bydraes ingevolge klousule 2 van Hoofstuk 4 betaal word nie omdat hy werkloos is of in 'n gebied werk wat geleë is buite die jurisduksiegebied van hierdie Ooreenkoms, kan, indien hy verlang om lid van die Fonds te bly, die vereiste bydrae weekliks kontant aan die Raad betaal.

7.3.5 *Reserwes.*—Indien die bedrag in die kredit van die Fonds te eniger tyd tot onder R50 000 daal, moet uitbetaling van bystand gestaak word en nie weer hervat word nie voordat die bedrag in die kredit van die Fonds meer as R100 000 is.

7.4 *Die Gereedskapversekeringsfonds van die Bounywerheid (Transvaal)*

7.4.1 *Doelstellings van die Fonds.*—Die vernaamste doelstellings van die Fonds, gelees saam met die bepalings van klousule 12 van Hoofstuk 1 van hierdie Ooreenkoms, is om werknemers te vergoed vir die verlies van gereedskap, noodsaaklik vir hul ambagte, en gereedskapkeur deur diefstal vanuit toesluitplekke.

7.4.2 'n Werknemer wat vergoeding vir verlore gereedskap, noodsaaklik vir sy ambag, en vir sy gereedskapkeur van die Fonds wil eis, moet by die Raad 'n skriftelike aansoek indien en die Raad van die betrokke inligting ingevolge die reëls voorsien.

7.4.3 Geen vergoeding moet uit die Fonds betaal word nie tensy die werknemer die diefstal so gou moontlik by die Polisie aangemeld het, of as die werknemer weier of versuim om aan die Raad die tersaaklike inligting te verstrek wat die Raad vereis.

7.4.4 Die raming van 'n eis en die betaling uit die Fonds moet geskied uitsluitlik na goeë dunde van die Raad, wie se beslissing finaal en bindend is. Die Raad hoef geen rede vir sy beslissing te verstrek nie.

7.4.5 *Reserwes.*—Betaling van bystand uit die Fonds moet gestaak word wanneer die bedrag wat in die kredit van die Fonds staan, tot minder as R10 000 daal, en verdere betalings moet nie hervat word nie voordat die bedrag wat in die kredit van die Fonds staan, weer die bedrag van R20 000 beloop.

7.5 *Dienstestabilisasiefonds van die Bounywerheid (Transvaal)*

7.5.1 *Doelstellings van die Fonds.*—Die doelstellings van die Stabilisasiefonds is om diensstabiliteit in die Bounywerheid en die Monumentklipmesselnywerheid te bevorder, en ten einde dit te verwesenlik, dié dinge te doen wat nodig is om die skade wat lede weens verlore tyd ly, tot 'n minimum te beperk, en dit behels onder meer—

(a) geldelike bystandsverlening gebaseer op bydraes en verdienste soos gewoonlik voorgeskryf deur hierdie Ooreenkoms, ingevolge die reëls;

(b) die verskaffing van geriewe om dienskontinuiteit te bevorder en die frekwensie van verlore tyd as gevolg van werkwisseling te verminder;

(c) die oprigting en instandhouding van 'n werkverskaffingsburo ten einde alle werklose werknemers te registreer en sodanige werknemers te help om geskikte werk te kry;

(d) dié dinge te doen wat die Bestuurskomitee nodig ag om die doelstellings hierbo uiteengesit, te verwesenlik;

(e) die verleen van geldelike bystand, kragtens die reëls van die Fonds, aan geskoolde en halfgeskoolde werknemers wat militêre diens verrig of opleiding ondergaan ingevolge die Verdedigingswet, 1957, of die Polisiewet, 1958.

7.5.2 *Reserves.*—If at any time the amount to the credit of the Fund drops below R250 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Stabilization Fund exceeds R500 000.

8. BENEFITS INALIENABLE

The benefits provided by the Funds referred to in this Chapter are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

9. WITHHOLDING OF BENEFITS

An employee who is a member of any of the Funds of the Council and entitled to benefits shall in the absolute discretion of the Council be deprived of any benefit from any of the Funds in the event of such employee making a false statement or who in any way attempt to obtain benefits fraudulently or dishonestly.

10. OTHER FUNDS

10.1 The Council having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the National Development Fund) it hereby authorises the collection of contributions for the purpose of implementing the objects of the said National Development Fund.

10.2 The Council having been advised of the establishment of the Building Industries Training Scheme (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the Training Scheme) it hereby authorises the collection of contributions for the purpose of implementing the objects of the said Training Scheme.

10.2.1 Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Building Industry Training Scheme in terms of Government Notice R. 1948 of 11 September 1987 as amended and extended. The amounts collected in terms of this sub-clause shall from time to time be paid over to the Building Industries Federation (South Africa).

10.3 The Building Industry Pension Fund established under Government Notice R. 859 of 8 June 1962, as amended from time to time, is hereby extended.

10.3.1 The Council shall collect contributions in respect of employees operating in the industry and shall pay over to Fedlife Assurance Limited the contributions so received, for the purpose of administering the Pension and life assurance claims in accordance with the agreement entered into and the rules of the fund as determined by the Council from time to time.

10.4 The Building Industry Provident Fund is hereby established and hereinafter referred to as the 'Provident Fund'.

10.4.1 The Council shall in the manner prescribed in this clause establish a provident fund for all categories of employees in the building industry.

10.4.2 For the purpose of implementing the objects of this sub-clause of the Council shall negotiate with Fedlife Assurance Limited for the establishment of a satisfactory provident fund.

10.4.3 The Council shall each month pay over to the said Company in respect of the said provident fund the total amount of the contributions collected in terms of this clause.

7.5.2 *Reserves.*—Indien die bedrag wat in die krediet van die Fonds staan, te eniger tyd tot onder R250 000 daal, moet uitbetaling van bystand gestaak word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Stabilisasiefonds staan, meer as R50 000 is.

8. BYSTAND ONVERVREEMBAAR

Die bystand verskaf deur die Fondse in hierdie Hoofstuk bedoel is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedgeer, te verpand of te verhipotekeer, hou onmiddellik op om geregtig te wees op bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes moet beëindig word.

9. TERUGHOU VAN BYSTAND

'n Werknemer wat lid van enige van die Raad se Fondse is en op bystand geregtig is, moet na goeë dunde van die Raad van bystand uit enigeen van die Fondse ontnem word in die geval waar sodanige werknemer 'n vals verklaring maak of op watter wyse ook al probeer om op bedrieglike of oneerlike wyse bystand te verkry.

10. ANDER FONDSE

10.1 Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds van die Bounywerheid (ingestel deur die Building Industries Federation of South Africa) (hierna die Nasionale Ontwikkelingsfonds genoem), magtig hy hierby die invordering van bydraes ten einde die doelstellings van genoemde Nasionale Ontwikkelingsfonds te verwesenlik.

10.2 Nademaal die Raad verwittig is van die stigting van die Opleidingskema van die Bounywerheid, ingestel deur die Building Industries Federation of South Africa (hierna die Opleidingskema genoem), magtig hy hierby die invordering van bydraes ten einde die doelstellings van die Opleidingskema te verwesenlik.

10.2.1 Elke werkgewer moet die bedrag wat hy verplig is om by te dra tot die Opleidingskema van die Bounywerheid ingevolge Goewermenskennisgewing R. 1948 van 11 September 1987, soos gewysig en verleng, aan die Sekretaris van die Raad betaal. Die bedrae ingevorder ingevolge hierdie subklousule, moet van tyd tot tyd aan die Building Industries Federation (South Africa) oorbetal word.

10.3 Die Pensioenfonds van die Bounywerheid (Transvaal), ingestel by Goewermenskennisgewing R. 859 van 8 Junie 1962, soos gewysig van tyd tot tyd, word hierby verleng.

10.3.1 Die Raad moet die bydraes ten opsigte van werknemers wat by die Nywerheid betrokke is, invorder en die bydraes wat aldus ontvang word, oorbetal aan Fedlife Assurance Limited vir die doel om die pensioen en lewensdekkingseise te administreer ooreenkomstig die ooreenkoms wat aangegaan is en die reëls van die Fonds soos van tyd tot tyd deur die Raad bepaal.

10.4 Hierby word die Voorsorgfonds van die Bounywerheid gestig, wat hierna die "Voorsorgfonds" genoem word.

10.4.1 Die Raad moet op die manier voorgeskryf in hierdie klousule Voorsorgfonds vir alle kategorieë van werknemers in die boubedryf instel.

10.4.2 Ten einde die oogmerke van hierdie subklousule te verwesenlik moet die Raad onderhandel met Fedlife Assurance Limited ten einde 'n bevredigende Voorsorgfonds in te stel.

10.4.3 Die Raad moet elke maand aan gemelde firma ten opsigte van gemelde Voorsorgfonds die totale bedrag van bydraes ingevorder ingevolge hierdie klousule, oorbetal.

10.4.4 Copies of documents containing detailed information of the Provident Fund as established in terms of this Agreement, shall be lodged with the Director-General of the Department of Manpower.

10.4.5 Every employee at the time of coming into operation of the Provident Fund shall have the right to elect to remain a member of the Pension Fund or to become a member of the Provident Fund.

Every employee entering the industry any time after the implementation of the Provident Fund shall, within 30 days of so entering the industry, elect either to be a member of the Pension Fund or the Provident Fund.

An employee shall only be entitled to exercise his choice as to membership of the funds, once only.

10.4.6 the Provident Fund contributions shall be equal to the pension fund contributions as determined by the Council from time to time.

10.4.7 The Council shall have the right to determine any other rules or to amend any of the rules for the purpose of administering the Provident Fund.

CHAPTER 6

PROCEDURAL GUIDELINES

1. RETRENCHMENT
2. GRIEVANCE
3. DISCIPLINARY

Employers and employees shall make every endeavour to comply with the following Industry guidelines:

1. RETRENCHMENTS

1.1 PURPOSE

- 1.1.1 To provide guidelines on handling retrenchments.

1.2 DEFINITIONS

It is important to note the difference between retrenchment and redundancy.

"Retrenchment" means both the collective and/or individual termination of employment where, due to operational requirements or economic factors, certain jobs are reduced.

"Redundancy" refers to a situation where the "skill" required for a particular job becomes obsolete, in other words the job no longer exists.

It is recognised that neither in circumstances of retrenchment nor redundancy are the factors effecting employment within the employees' control. Retrenchment can not be used to deal with an employee's ill health or discipline.

Although a distinction is made between retrenchment and redundancy the procedure detailed in this section must be followed in both cases.

The letter of termination should however specify whether the termination was due to retrenchment or redundancy.

1.3 CONSULTING WITH AFFECTED EMPLOYEES AND TRADE UNIONS

Consultation with employees affected by retrenchments, as well as with representative Trade Unions is a requirement of the Industrial Court. Such consultations should include giving attention to the need to retrench and justifying to the parties concerned that alternatives to retrenchment have been reasonably explored by the company.

10.4.4 Kopieë van dokumente met volledige besonderhede van die Voorsorgfonds wat ingevolge hierdie Ooreenkoms ingestel word, moet by die Direkteur-generaal, Departement van Mannekrag, ingedien word.

10.4.5 Elke werknemer het op datum van die inwerkingstelling van die Voorsorgfonds die reg om 'n keuse uit te oefen om 'n lid van die Pensioenfonds te bly of om 'n lid van die Voorsorgfonds te word.

Elke werknemer wat in die bedryf begin werk ná die implementering van die Voorsorgfonds, moet binne 30 dae vanaf die datum van diensaanvaarding 'n keuse maak om lid van óf die Pensioenfonds óf Voorsorgfonds te wees.

'n Werknemer is slegs daarop geregtig om een maal 'n keuse te maak betreffende lidmaatskap tot die fondse.

10.4.6 Die bydraes van die Voorsorgfonds is gelyk aan die Pensioenfondsybydraes, soos van tyd tot tyd deur die Raad bepaal.

10.4.7 Die Raad het die reg om ander reëls te bepaal of om die reëls te wysig vir die doeleindes van die administrasie van die Voorsorgfonds.

HOOFSTUK 6

PROSEDURELE RIGLYNE

1. PERSONEELBESNOEIING
2. GRIEFHANTERING
3. DISSIPLINE

Werkgewers en werknemers moet alle pogings aanwend om die volgende riglyne van die Nywerheid na te kom:

1. PERSONEELBESNOEIING

1.1 DOELWIT

1.1.1 Om riglyne te verskaf vir die hantering van personeelbesnoeiing.

1.2 OMSKRYWINGS

Dit is belangrik om op die verskil tussen besnoeiing en oortolligheid te let:

"Besnoeiing" (Engels: "retrenchment") beteken die kollektiewe en/of individuele beëindiging van diens waar sekere poste uitgeskakel word as gevolg van bedryfsvereistes of ekonomiese faktore.

"Oortolligheid" verwys na 'n situasie waar die "vaardigheid" wat vir in bepaalde werk vereis word, nie meer van toepassing is nie, dit wil sê die werk bestaan nie meer nie.

Daar word erken dat die werknemer geen beheer het oor die faktore wat sy diens raak in omstandighede van besnoeiing of oortolligheid nie. Besnoeiing kan nie gebruik word om 'n werknemer se swak gesondheid of dissipline te hanteer nie.

Hoewel daar 'n onderskeid gemaak word tussen besnoeiing en oortolligheid, moet die prosedure wat in hierdie afdeling uiteengesit word, in al twee gevalle gevolg word.

Die beëindigingsbrief moet egter spesifiseer of die diensbeëindiging vanweë besnoeiing of oortolligheid plaasgevind het.

1.3 RAADPLEGING MET BETROKKE WERKNEMERS EN VAKVERENIGINGS

Raadpleging met die werknemers wat deur besnoeiing geraak word, asook met verteenwoordigende vakverenigings, is 'n vereiste van die Nywerheidshof. Tydens sodanige raadpleging moet daar onder meer aandag gegee word aan die noodsaaklikheid van besnoeiing, en dit moet geregtig word deur aan die betrokke partye te toon dat alternatiewe vir besnoeiing reeds op 'n redelike wyse deur die maatskappy ondersoek is.

Note: There is no obligation on management to reach agreement with a Trade Union on the right to retrench employees. Since a reduction in Union membership is in conflict with one of the Union's major objectives of providing job security, it is therefore unlikely that an agreement on this issue will be reached.

1.4 ATTEMPTS TO AVOID OR MINIMISE RETRENCHMENT

1.4.1 Ongoing labour requirements should be monitored to maintain productivity, taking into account anticipated workload. Labour requirements should be geared to meet these needs. This is somewhat of a problem in the Building Industry with its cyclical nature as well as the tender system.

1.4.2 Other means of avoiding retrenchment must be considered, such as:

1.4.2.1 Non-replacement policy;

1.4.2.2 eliminating/reducing the use of temporary/casual labour;

1.4.2.3 careful consideration on overtime in the affected area;

1.4.2.4 considering transferring affected employees;

1.4.2.5 considering the re-allocation of tasks;

1.4.2.6 reviewing sub-contracts;

1.4.2.7 working short time or granting employees unpaid leave;

1.4.2.8 terminating the services of employees who are beyond normal retirement age; and

1.4.2.9 offering employees voluntary early retirement in line with the rules of the applicable pension fund.

1.5 JUSTIFYING THE NEED TO RETRENCH

The following reasons could be used to justify the need to retrench employees to employee representatives/shop stewards and/or Trade Union officials:

1.5.1 Consistent downward trend in terms of work on hand, which could be directly linked to the tendering system within the building industry;

1.5.2 termination of certain areas or sections of the business;

1.5.3 re-organisation or rationalisation of operations which may result in the elimination of a certain number of jobs;

1.5.4 introduction of new technology/mechanisation (redundancy).

1.6 SELECTION CRITERIA

1.6.1 The Industrial Court has specified that the LIFO system 'Last-in First-out' within the affected area could be taken into account when considering selection of retrenchees, but that it need not be the one and only criterion.

1.6.2 Management and employee/employee representatives should consider:

1.6.2.1 Documented and proven cases of poor performance.

1.6.2.2 retaining employees with rare and special skills.

Let Wel: Daar is geen verpligting aan die bestuur se kant om 'n ooreenkoms met 'n vakvereniging te bereik oor die reg om hul personeel te besnoei nie. Aangesien 'n vermindering in vakverenigingslidmaatskap in stryd is met een van die vakverenigings se vernaamste doelwitte, naamlik die daarstelling van werksekuriteit, is dit onwaarskynlik dat 'n ooreenkoms oor hierdie saak bereik sal word.

1.4 POGINGS OM BESNOEIING TE VERMY OF TOT DIE MINIMUM TE BEPERK

1.4.1 Deurlopende arbeidsvereistes moet gemonitor word om produktiwiteit te handhaaf, met inagneming van die verwagte werkklas. Arbeidsvereistes moet aangepas word om in hierdie behoeftes te voorsien. Dit is ietwat van 'n probleem in die boubedryf met sy wisselende neigings asook met die tenderstelsel.

1.4.2 Ander maniere om besnoeiing te vermy moet oorweeg word, byvoorbeeld:

1.4.2.1 'n Nie-vervangingbeleid;

1.4.2.2 skakel die gebruik van tydelike of los werkers uit of verminder dit;

1.4.2.3 skenk sorgvuldige herooringing aan oortyd in die betrokke afdeling;

1.4.2.4 oorweeg die verplasing van werknemers wat geraak word;

1.4.2.5 oorweeg die herverdeling van take;

1.4.2.6 hersien onderkontrakte;

1.4.2.7 werk korttyd of gee werknemers onbetaalde verlof;

1.4.2.8 beëindig die diens van werknemers wat ouer is as die normale aftree-ouderdom;

1.4.2.9 bied aan dat werknemers vrywillig vroeër kan aftree, in ooreenstemming met die reëls van die betrokke pensioenfondse.

1.5 REGVERDIGING VAN DIE NOODSAAKLIKHEID OM TE BESNOEI

Die volgende redes kan gebruik word om teenoor werknemerverteenwoordigers of vakverenigingopsieners, en/of vakverenigingbeambtes die noodsaaklikheid om personeel te besnoei, te regverdig:

1.5.1 'n Konstante afwaartse neiging in beskikbare werk, wat regstreeks verband kan hou met die tenderstelsel in die boubedryf;

1.5.2 beëindiging van sekere werkgebiede of afdelings van die besigheid;

1.5.3 die herorganisasie of rasionalisasie van werksaamhede, wat daartoe kan lei dat 'n sekere aantal poste uitgeskakel word;

1.5.4 die invoering van nuwe tegnologie/meganisasie (oortolligheid).

1.6 SELEKSIEKRITERIA

1.6.1 Die Nywerheidshof het gespesifiseer dat die LIEU-stelsel ('Laaste-in-eerste-uit') in die betrokke afdeling in ag geneem moet word wanneer daar besluit word watter werknemers se diens beëindig moet word, maar dit hoef nie die enigste kriterium te wees nie.

1.6.2 Die bestuur en werknemer/werknemerverteenwoordigers moet die volgende oorweeg:

1.6.2.1 Gedokumenteerte en bewese gevalle van swak prestasie;

1.6.2.2 die behoud van werknemers met skaars en spesiale vaardighede.

1.6.3 Retrenching employees on fixed term contracts will require the company to pay such employees for the full contract period.

1.6.4 Employees undergoing military training cannot be retrenched. This will constitute a criminal offence.

1.6.5 Should you wish to call for volunteers to be retrenched, the areas/jobs effected, should be specified clearly.

1.7. COMMUNICATION WITH RELEVANT MANAGEMENT EMPLOYEES

1.7.1 Consult and inform all management fully before informing employees of the pending retrenchment.

1.7.2 Inform all employees directly after this has been done to avoid the spreading of rumours.

1.7.3 Give reasonable advance warning (± 2 weeks) to the employees and inform them of the following:

1.7.3.1 Reasons for the retrenchment;

1.7.3.2 criteria to be used in selecting retrenchees;

1.7.3.3 proposed dates of retrenchment;

1.7.3.4 expectations regarding current work and the maintenance of discipline;

1.7.3.5 process of consultation on alternatives to retrenchment which will be followed with employees, employee representatives/shop stewards.

Note: Do not confuse advance warning with the notice period. The two should not run at the same time. If an employee elects to be retrenched with immediate effect, only the notice period needs to be paid. The purpose of the advance warning period is to allow the employee the opportunity to secure other employment while still employed.

1.7.4 Thereafter consultations with employees affected or their Union officials should take place giving information to justify the retrenchment (Refer paragraphs 4 to 6).

1.8 IMPORTANT POINTS OF PROCEDURE

1.8.1 Inform all employees affected by the retrenchment as soon as the selection of retrenchees has been finalised. Once this has been done inform the rest of the workforce that the selection has taken place and that they will not be affected.

1.8.2 On informing affected employees, ensure that full details of the retrenchment are given verbally and in writing, including the following:

1.8.2.1 Termination date;

1.8.2.2 attempts made by the company to find alternative employment for employees;

1.8.2.3 reasonable time off to look for another job without loss of pay;

1.8.2.4 the company's expectation that the employee will continue to perform his/her duties and disciplinary rules continue to apply;

1.8.2.5 early release of an employee should he/she secure another job;

1.8.2.6 giving an undertaking that retrenched employees may reapply for work should it become necessary to take on more people;

1.8.2.7 other personal appropriate comments.

1.6.3 As die maatskappy personeel met vastetermyntontrakke se diens beëindig, moet dié werknemers vir die volle kontraktermyn betaal word.

1.6.4 Werknemers wat militêre diens ondergaan, se diens mag nie beëindig word nie, want dit sal 'n kriminele oortreding uitmaak.

1.6.5 Indien vrywilligers gevra word wat bereid is om hul diens te laat beëindig, spesifiseer duidelik watter werkgebiede/poste geraak word.

1.7 KOMMUNIKASIE MET BETROKKE BESTUURSLEDE EN WERKNEMERS

1.7.1 Raadpleeg en lig alle bestuurslede ten volle in voordat die werknemers van die voorgename besnoeiing in kennis gestel word.

1.7.2 Lig alle werknemers direk hierna in om te verhoed dat gerugte versprei.

1.7.3 Waarsku die werknemers 'n redelike tyd vooraf (ongeveer twee weke), en lig hulle oor die volgende in:

1.7.3.1 Redes vir die besnoeiing;

1.7.3.2 seleksiekriteria wat gebruik word om te bepaal wie se diens beëindig gaan word;

1.7.3.3 voorgename datum van diensbeëining;

1.7.3.4 verwagtings oor huidige werk en die handhawing van dissipline;

1.7.3.5 die proses van beraadslaging oor alternatiewe vir besnoeiing wat gevolg sal word met werknemers en werknemer- of vakverenigingvertegenwoordigers.

Let wel: Moenie die waarskuwingstydperk met die kennis-tydperk verwar nie. Dié twee tydperke moet nie terselfdertyd van krag wees nie. As 'n werknemer verkies om sy diens onmiddellik te laat beëindig, hoef hy slegs vir die kennis-tydperk betaal te word. Die doel van die waarskuwingstydperk is om die werknemer die geleentheid te gee om ander werk te kry terwyl hy nog in diens is.

1.7.4 Hierna moet beraadslaging met die betrokke werknemers of hul vakverenigingsbeaamptes plaasvind om die besnoeiing te regverdig (sien paragrawe 4 tot 6).

1.8 BELANGRIKE PUNTE VAN PROSEDURE

1.8.1 Stel alle werknemers wat deur die besnoeiing geraak gaan word, in kennis sodra daar finaal besluit is watter persone se diens beëindig gaan word. Wanneer dit eers gedoen is, moet die res van die werknemers in kennis gestel word dat die seleksie plaasgevind het en dat hulle nie geraak sal word nie.

1.8.2 Maak seker dat volledige besonderhede van die besnoeiing mondeling sowel as skriftelik gegee word aan persone wie se diens beëindig gaan word, insluitende die volgende:

1.8.2.1 Beëindigingsdatum;

1.8.2.2 pogings wat deur die maatskappy aangewend is om alternatiewe werk vir werknemers te vind;

1.8.2.3 redelike tyd vry, sonder verlies van betaling, sodat werknemers ander werk kan soek;

1.8.2.4 die maatskappy se verwagting dat die werknemer steeds sy/haar pligte sal uitvoer en dat dissiplinêre reëls steeds van toepassing bly;

1.8.2.5 toestemming dat 'n werknemer vroeg mag uit-tree as hy/sy 'n ander betrekking vind;

1.8.2.6 'n onderneming dat werknemers wie se diens beëindig is, weer om werk mag aansoek doen as dit nodig word om meer mense in diens te neem;

1.8.2.7 ander persoonlike, toepaslike kommentaar.

1.8.3 Retrenchment should be phased in wherever possible.

1.8.4 Allow employees to work the advance warning period and notice period unless the company does not require their continued services. In this case, the company should pay employees until the proposed date of termination. Should any employee work in a strategic position (e.g. Computer Programmes) the company may prefer not to allow the employee to continue working. All termination due to retrenchment should be done in writing.

1.9 RE-EMPLOYMENT

The Industrial Court has specified that retrenched employees should be given the first opportunity of re-employment when a company starts recruiting. This is dependant on the ex-employee's ability to perform in the job/areas where recruiting is taking place. Accurate records of employees' addresses and telephone numbers should be kept for this purpose. Retrenched employees should inform the company of any change of address.

1.10 PAYMENTS TO RETRENCHÉES

1.10.1 Payment for time worked.

1.10.2 Leave pay entitlement or Holiday Fund payments by the Industrial Council when the Industry closes for the annual holiday period.

1.10.3 Payments in lieu of notice depending on the contract of employment: Industrial Council Agreements, wage determinations and other legislation. (An employee may be required to work this period, at the company's discretion.)

1.10.4 Bonus payments (if applicable).

2. GRIEVANCE PROCEDURES

2.1 GRIEVANCE HANDLING

2.1.1 Definition

A grievance is any dissatisfaction or sense of injustice an employee may have that he/she wishes to bring to the attention of Management in connection with:

- such employee's work;
- such employee's environment;
- such employee's conditions of employment;
- the manner in which such employee is supervised.

2.1.2 Purpose

2.1.2.1 For the employee:

To provide the employee with an official channel of resolving work-related grievances within the Company, without fear of victimisation and with the knowledge that such employee's grievance will be honestly and justly dealt with.

2.1.2.2 For the employer:

To provide the employer with the means to ensure that his employees' grievances are speedily and justly dealt with by their managers, foreman or supervisors, and that his employees need to have to resort to outside agents (Trade Unions, lawyers) to seek redress for their grievances. An effective grievance handling procedure lessens the likelihood of stoppages and illegal strikes caused by unresolved grievances.

1.8.3 Waar dit ook al moontlik is, moet besnoeiing in fases gedoen word.

1.8.4 Laat werknemers toe om die waarskuwingstydperk en die kennistydperk deur te werk, tensy die maatskappy nie hulle voortgesette diens verlang nie. In hierdie geval moet die maatskappy die werknemers tot die voorgename datum van beëindiging betaal. As 'n werknemer 'n strategiese pos het (bv. rekenaarprogrammering), kan die maatskappy moontlik verkies dat die werknemer nie moet aanhou werk nie. Alle diensbeëindigings as gevolg van personeelbesnoeiing moet op skrif gestel word.

1.9 HERINDIENSNEMING

Die Nywerheidshof het gespesifiseer dat werknemers wie se diens beëindig is, eerste in ag geneem moet word wanneer 'n maatskappy weer persone in diens begin neem, ahangende van die voormalige werknemer se vermoë om werk te verrig in die pos of afdelings waar werwing plaasvind. Akkurate rekords van werknemers se adresse en telefoonnummers moet vir hierdie doel gehou word. Werknemers wie se diens beëindig is, moet die maatskappy van enige adresverandering in kennis stel.

1.10 BETALINGS AAN WERKNEMERS WAT AS GEVOLG VAN PERSONEELVERMINDERING AFBETAAL WORD

1.10.1 Betaling vir tyd gewerk.

1.10.2 Verlofbetaling waarop die werknemer geregtig is of vakansiefondsbetalings deur Nywerheidsraad wat betaalbaar is wanneer die Nywerheid vir die jaarlikse vakansietydperk sluit.

1.10.3 Betalings in plaas daarvan dat die werknemer die kennistydperk deurwerk, ahangende van die dienskontrak: Nywerheidsraadooreenkomste, loonvasstellings en ander wetgewing. (Na die goeddunke van die maatskappy kan daarvan die werknemer verwag word om hierdie tydperk te werk.)

1.10.4 Bonusbetalings (indien van toepassing).

2. GRIEWEPROSEDURES

2.1 DIE HANTERING VAN GRIEWE

2.1.1 Omskrywing

'n Grief is enige ontevreedenheid by 'n werknemer, of 'n gevoel dat hy onregverdig behandel is, wat hy onder die aandag van die bestuur bring en wat verband hou met:

- die werknemer se werk;
- die werknemer se werksomgewing;
- die werknemer se diensvoorwaardes;
- die manier waarop daar oor die werknemer toesig gehou word.

2.1.2 Doelwit

2.1.2.1 Vir die werknemer:

Dit voorsien die werknemer van 'n amptelike kanaal waardeur hy werkverwante geriewe binne die maatskappy kan uitskakel, sonder vrees vir viktimisasie en met die wete dat sy grief eerlik en regverdig behandel sal word.

2.1.2.2 Vir die werkgever:

Dit voorsien die werkgever van 'n middel om te verseker dat sy werknemers se griewe spoedig en regverdig deur hul bestuurders, voormanne of toesighouers hanteer word, en dat sy werknemers hulle nie op buite-instansies (bv. vakverenigings, prokureurs) hoef te beroep om hul griewe uit die wet te ruim nie. 'n Doeltreffende prosedure vir griewehantering maak dit minder waarskynlik dat daar werkstopsettings of onwettige stakings sal voorkom wat deur onopgeloste griewe veroorsaak word.

2.1.2.3 For the Foreman/Supervisor:

To provide the supervisor with the guidelines and the authority to resolve his subordinates' grievances in an objective, fair and acceptable manner.

2.1.3 Principles

In order for a grievance procedure to operate effectively, it should be based on the following principles:

2.1.3.1 Mutual acceptance and understanding of the procedure by both management and employees.

2.1.3.2 The procedure must be accessible to all employees.

2.1.3.3 Employees and their representatives must feel free to submit grievances without fear.

2.1.3.4 The responsibility and authority for resolving grievances (major issues) must rest with management.

2.1.3.5 The grievance procedure must be seen to be effective.

2.1.3.6 Grievances must be settled as early as possible and at the lowest possible level, and should be submitted by the employee(s) as soon as possible after the incident which gave rise to it.

2.1.3.7 The procedure should clearly spell out the roles of participants and the steps to be followed.

2.1.3.8 Employees and their representatives should not incur any loss of wages in respect of time spent in resolving grievances.

2.1.3.9 It should be noted that a grievance is not resolved unless and until the employee or employees in question are satisfied that the grievance has been resolved.

2.1.4 The role of the contracts manager/site agent

The responsibilities and role of the Contracts Manager/Site Agent are generally the following in terms of the grievances process:

2.1.4.1 Ensuring that the necessary systems for handling grievances are implemented;

2.1.4.2 making sure that everybody under his control is familiar with the grievance procedure and that they understand it;

2.1.4.3 ensuring that the grievance procedures are adhered to;

2.1.4.4 ensuring that everybody who is involved in the process has been trained in terms of specific functions that have to be performed; and

2.1.4.5 assisting subordinate foremen and supervisors in handling grievances of workers in an effective manner.

3. DISCIPLINARY PROCEDURES**3.1 DEFINITION OF DISCIPLINE**

Discipline can be defined as the maintenance of standards of performance and behaviour by management, through effective ongoing supervision and the application of formal rules and sanctions.

3.2 PURPOSE**3.2.1 For the employer:**

To provide the means for correcting unacceptable performance and behaviour thereby contributing towards the efficiency of the Company. To ensure uniformity and justice in the rules, procedures and measures taken to maintain acceptable standards in the workplace.

2.1.2.3 Vir die voorman/toesighouer:

Dit voorsien die toesighouer van die riglyne en die bevoegdheid om sy ondergeskiktes se geriewe op 'n objektiewe, billike en aanvaarbare manier uit die weg te ruim.

2.1.3 Beginsels

'n Griewe-prosedure moet op die volgende beginsels gebaseer word om doeltreffend te kan werk:

2.1.3.1 Daar moet wedersydse aanvaarding van en begrip vir die prosedure by die bestuur en die werknemers wees.

2.1.3.2 Die prosedure moet vir alle werknemers toeganklik wees.

2.1.3.3 Werknemers en hul verteenwoordigers moet voel dat hulle hul griewe vryelik en sonder vrees kan lug.

2.1.3.4 Die verantwoordelikheid en die gesag om griewe (die belangriker sake) uit te skakel, moet by die bestuur berus.

2.1.3.5 Daar moet gesien kan word dat die griewe-prosedure doeltreffend werk.

2.1.3.6 Griewe moet so spoedig moontlik en op die laagste moontlike vlak uitgeskakel word, en moet so gou moontlik ná die voorval wat daartoe aanleiding gegee het, deur die werknemer(s) aangemeld word.

2.1.3.7 Die prosedure moet die rolle van die betrokkenes en die stappe wat gevolg moet word, duidelik uiteensit.

2.1.3.8 Werknemers en hul verteenwoordigers moet nie enige loonverlies ly as gevolg van tyd wat hulle daaraan bestee het om griewe te probeer op los nie.

2.1.3.9 Daar moet op gelet word dat 'n grief nie uit die weg geruim is nie tensy en totdat dit tot tevredenheid van die betrokke werknemer of werknemers uitgeskakel is.

2.1.4 Die rol van die kontrakbestuurder/terreinagent

Die verantwoordelikhede en rol van die kontrakbestuurder of terreinagent ten opsigte van die griewe-prosedure is gewoonlik die volgende:

2.1.4.1 Hy moet verseker dat die nodige stelsels vir die hantering van griewe geïmplementeer word.

2.1.4.2 Hy moet verseker dat almal onder sy beheer vertrou is met die griewe-prosedure en dat hulle dit verstaan.

2.1.4.3 Hy moet verseker dat die griewe-prosedure nagekom word.

2.1.4.4 Hy moet verseker dat almal wat by die proses betrokke is, opgelei is met die oog op die bepaalde funksies wat hulle moet uitvoer.

2.1.4.5 Hy moet ondergeskikte voormanne en toesighouers help om werkers se griewe op 'n doeltreffende manier te hanteer.

3. DISSCIPLINÊRE PROSEDURES**3.1 OMSKRYWING VAN DISSCIPLINE**

Dissipline kan omskryf word as die handhawing van prestasiestandaarde en gedrag deur die bestuur deur voortdurende effektiewe toesig en die toepassing van formele reëls en strafmaatreëls.

3.2 DOELWIT VAN DISSCIPLINE**3.2.1 Vir die werkgewer:**

Dit voorsien die werkgewer van 'n middel waardeur onaanvaarbare werkverrigting en gedrag reggestel kan word, om sodoende die doeltreffendheid van die maatskappy te verbeter. Dit verseker eenvormigheid en regverdigheid in die reëls, prosedures en maatreëls wat gebruik word om aanvaarbare standaarde in die werkplek te handhaaf.

3.2.2 For the foreman and supervisor:

To provide them with the guidelines and authority to maintain discipline in their areas of work.

3.2.3 For the employer:

To ensure that the employee clearly understands the rules and procedures governing performance and behaviour at work; that the employee clearly understands the consequences of unacceptable performance and behaviour, and that the employee realises that he/she has the right to a fair hearing and to appeal if he/she feels unjustly treated.

3.3 DISCIPLINARY CODE AND PROCEDURE

One of the most important guidelines laid down by the Industrial Court is that companies should have a written formalised disciplinary code and procedure in use in the Company.

3.4 CONSISTENT APPLICATION OF DISCIPLINARY CODE

An important element of the general perception of fairness and equity is that a equality of treatment or consistency thereof.

Trade Unions often contest the fairness of a dismissal on grounds of inconsistent application of discipline within a company. It is claimed that the same penalty should apply for repeated similar offences.

For example, if an employer did not dismiss certain employees for a certain breach of discipline where in the past employees have been dismissed for the same breach of discipline, such an employer will have to prove to the Industrial Court that he had good reasons for distinguishing between employees in his disciplinary treatment for the same breach of discipline. A notice warning that management intends exercising discipline more strictly in future would be a very important document in such a situation.

It is therefore not surprising that the Industrial Court has on several occasions regarded consistency of treatment as an important aspect of fairness.

3.5 PRINCIPLES

In order to ensure that good discipline is achieved in the workplace, it is necessary to:

3.5.1 Implement systems of appropriate counselling, formal oral warnings and formal written warnings and maintain internal written employment records relating to such steps;

3.5.2 ensure that the system applies to all employees of the Company;

3.5.3 ensure that all employees are aware of the existence of the disciplinary code and procedure and that they are familiar with it;

3.5.4 always ensure that a fair hearing is provided for in all cases of disciplinary action;

3.5.5 ensure a right of appeal; and

3.5.6 ensure that discipline carried out by the appropriate manager, foreman or supervisor.

3.6 IMPOSING DISCIPLINE

It is the behaviour and the breach of discipline that is relevant. There is no room for favouritism although the personal circumstances of the offender will have a bearing on what particular disciplinary action is appropriate in the particular circumstances.

3.2.2 Vir die voorman en toesighouer:

Dit voorsien hulle van die riglyne en gesag om dissipline op hul werkgebied te handhaaf.

3.2.3 Vir die werknemer:

Dit verseker dat die werknemer 'n duidelike begrip het van die reëls en prosedures wat van toepassing is op prestatie en gedrag by die werk; dat hy duidelik verstaan wat die gevolge is van onaanvaarbare werkverrigting en gedrag, en dat hy verstaan dat hy geregtig is op 'n billike verhoor en op appél as hy meen dat hy onregverdig behandel is.

3.3 DISSIPLINÊRE KODE EN PROSEDURE

Een van die belangrikste riglyne wat die Nywerheidshof gestel het, is dat maatskappye 'n skriftelike, formele dissiplinêre kode en prosedure moet hê wat binne die maatskappy gebruik word.

3.4 KONSEKWENTE TOEPASSING VAN DISSIPLINÊRE KODE

'n Belangrike aspek wat daartoe bydra dat 'n maatskappy se optrede as billik en regverdig gesien word, is die beginsel dat werknemers gelyk behandel moet word, en konsekwent gelyk behandel moet word.

Vakverenigings betwis dikwels die billikheid van 'n afdanking op grond daarvan dat dissipline binne 'n maatskappy inkonsekwent toegepas is. Hulle beweer dat dieselfde straf vir herhaalde soortgelyke oortredings toegepas moet word.

As 'n werkgewer byvoorbeeld nie sekere werknemers afdank voor 'n bepaalde oortreding waarvoor hy reeds werknemers in die verlede afgedank het nie, sal hy aan die Nywerheidshof moet bewys dat hy goeie redes gehad het om 'n onderskeid te tref tussen die werknemers met sy dissiplinêre hantering van dieselfde oortreding. 'n Kennisgewing wat waarsku dat die bestuur van plan is om dissipline in die toekoms strenger toe te pas, sal 'n baie belangrike dokument in so 'n situasie wees.

Dit is dus nie verbasend dat die Nywerheidshof by verskeie geleenthede konsekwente optrede as 'n belangrike aspek van billikheid beskou het nie.

3.5 BEGINSELS VAN GOEIE DISSIPLINE

Om te verseker dat goeie dissipline by die werk bewerkstellig word, is dit nodig om die volgende te doen:

3.5.1 Stelsels van toereikende voorligting, formele mondelinge waarskuwings en formele skriftelike waarskuwings moet geïmplementeer word, en daar moet interne skriftelike diensrekords gehou word waarin sulke stappe opgeneem word.

3.5.2 Daar moet seker gemaak word dat die stelsel op alle werknemers van die maatskappy van toepassing is.

3.5.3 Alle werknemers moet bewus wees van die bestaan van die dissiplinêre kode en prosedure en moet daarmee vertrou wees.

3.5.4 Daar moet altyd seker gemaak word dat daar in alle gevalle van dissiplinêre optrede vir 'n billike verhoor voorsiening gemaak word.

3.5.5 Daar moet 'n reg tot appél wees.

3.5.6 Daar moet verseker word dat dissipline toegepas word deur die betrokke bestuurder, voorman of toesighouer.

3.6 TOEPASSING VAN DISSIPLINE

Dit is die gedrag en die oortreding wat van belang is. Partydigheid mag nooit ter sprake kom nie, hoewel die persoonlike omstandighede van die oortreder 'n invloed kan hê wanneer daar bepaal word watter spesifieke dissiplinêre optrede in die omstandighede geskik sal wees.

3.7 MITIGATING CIRCUMSTANCES

The law requires that there be two separate enquiries. The first dealing with what occurred—with the facts and whether or not there was a breach of discipline. The second enquiry should take into account the personal circumstances of the individual or individuals concerned and mitigating and aggravating circumstances. Not all offences committed in the workplace are of equal weight, and if the factors that mitigate or lessen the offence are not dealt with, the disciplinary action taken can be unfair.

The search for mitigating circumstances in dealing with workplace discipline may very often uncover shortcomings on the part of management such as unclear rules, improper instructions and supervision, poor or inadequate training, and so on.

Thus, in every case before a judgement, the nature and seriousness of the offence must be fully examined and the aspect of mitigating factors considered when determining the suitable action to take.

3.8 WARNINGS

An informal warning is a oral warning, and a formal warning is always a written warning.

3.9 RECORD OF WRITTEN WARNINGS

Unless management has come to any other agreement with a union, an employee's work record and previous disciplinary actions taken against such employee should be taken into account in determining the severity of any contemplated disciplinary action to be taken against an employee.

3.10 DISCIPLINARY HEARINGS

3.10.1 Enquiry

3.10.1.1 An enquiry should not be held before conducting a disciplinary hearing. Investigation and enquiries should, however, be made as a preliminary step to instituting disciplinary procedures and convening a hearing.

3.10.1.2 Thus it will be necessary to obtain from all those concerned other than the person who faces disciplinary action all facts relevant to an incident which could result in disciplinary action or dismissal.

3.10.1.3 Thus it is necessary to determine the exact nature of the conduct and the alleged disciplinary breach.

3.10.1.4 In relation to any breach of discipline it is necessary to establish:

3.10.1.4.1 where was it committed;

3.10.1.4.2 when was it committed;

3.10.1.4.3 who saw it taking place;

3.10.1.4.4 is this a first offence;

3.10.1.4.5 what is the employer's stated policy in terms of disciplinary action in such a situation?

3.10.1.5 Thereafter it will be necessary to evaluate the situation:

3.10.1.5.1 Do you have positive proof or mere opinions?

3.10.1.5.2 Do the facts of the matter warrant disciplinary action?

3.10.1.5.3 Is the case strong enough to stand up to scrutiny?

3.10.2 Presence of employee at enquiry

It can happen that an employee cannot attend an enquiry for reasons beyond the employee's control. The person could have been hospitalised, imprisoned, etc.

Have the facts verified by witnesses and proceed with finalising a date and time for a formal hearing concerning the alleged offence.

3.7. VERSAGTENDE OMSTANDIGHED

Volgens wet moet daar twee afsonderlike ondersoeke wees. Die eerste moet handel oor wat gebeur het, oor die feite, en daar moet vasgestel word of daar wel 'n oortreding was. Die tweede ondersoek moet die individuele persone wat betrokke was, in ag neem, asook versagtenende en verswarende omstandighede. Nie alle oortredings wat by die werk begaan word, is ewe ernstig nie, en as daar geen aandag geskenk word aan die faktore wat moontlik die oortreding in 'n minder ernstige lig sal plaas nie, kan die dissiplinêre stappe wat gedoen word, onbillik wees.

Wanneer daar tydens die dissiplinêre proses vasgestel word watter versagtenende omstandighede daar bestaan, word daar dikwels bestuurstekortkominge ontdek, byvoorbeeld onduidelike reëls, ontoereikende instruksies en toesighouding, swak of onvoldoende opleiding, ensovoorts.

Die aard en die ernstigheid van 'n oortreding moet dus altyd voor 'n beslissing ten volle ondersoek word, en die aspek van versagtenende omstandighede moet in ag geneem word wanneer daar bepaal word watter stappe gedoen moet word.

3.8 WAARSKUWINGS

'n Informele waarskuwing is 'n mondelinge waarskuwing, en 'n formele waarskuwing is altyd 'n skriftelike waarskuwing.

3.9. REKORD VAN SKRIFTELIKE WAARSKUWINGS

Tensy die bestuur anders met 'n vakbond ooreengekom het, moet 'n werknemer se werkrekord en die vorige dissiplinêre stappe wat teen hom gedoen is, in ag geneem word wanneer daar bepaal word hoe ernstig die dissiplinêre optrede moet wees wat teen hom oorweeg word.

3.10 DISSIPLINÊRE VERHORE

3.10.1 Onderzoek

3.10.1.1 Daar moet nie voor 'n dissiplinêre verhoor 'n formele ondersoek wees nie. Daar moet egter navorsing en navrae gedoen word as voorbereiding vir die instel van dissiplinêre prosedures en 'n verhoor.

3.10.1.2 Dit sal dus nodig wees om van al die betrokke persone, behalwe die persoon teen wie die dissiplinêre optrede oorweeg word, al die feite te verkry wat van toepassing is op 'n voorval wat tot dissiplinêre optrede of afdanking kan lei.

3.10.1.3 Dit is noodsaaklik om vas te stel wat die presiese aard van die gedrag en die beweerde oortreding is.

3.10.1.4 Die volgende moet ten opsigte van enige oortreding vasgestel word:

3.10.1.4.1 waar dit begaan is;

3.10.1.4.2 wanneer dit begaan is;

3.10.1.4.3 wie dit sien gebeur het;

3.10.1.4.4 of dit 'n eerste oortreding is;

3.10.1.4.5 wat die werkgewer se verklaarde beleid is ten opsigte van dissiplinêre optrede in so 'n situasie.

3.10.1.5 Daarna sal dié situasie geëvalueer moet word:

3.10.1.5.1 Is daar positiewe bewyse of bloot menings?

3.10.1.5.2 Regverdig die feite van die saak dissiplinêre optrede?

3.10.1.5.3 Is die saak sterk genoeg om noukeurige ondersoek te weerstaan?

3.10.2 Teenwoordigheid van werknemer by ondersoek

Dit kan gebeur dat 'n werknemer om redes buite sy beheer nie 'n ondersoek kan bywoon nie. Hy is byvoorbeeld moontlik in die hospitaal opgeneem, in die gevangenis, ens.

Laat getuies die feite bevestig en finaliseer 'n datum en tyd vir 'n formele verhoor oor die beweerde oortreding.

3.10.3 Adequate notice to employee

It is necessary to afford an employee adequate notice (sufficient to enable him to prepare for the disciplinary enquiry—usually a few days will suffice)—that a hearing will be held at a particular time on a particular date at a particular venue. The employee should in such notice, or timeously separately, be advised of the precise nature of conduct which is alleged against him and the nature and extent of the breach of discipline. If the employee is illiterate and cannot read, the contents of the notice should be read out to such employee, interpreted by a reliable interpreter, who at the same time will also serve as a witness.

3.10.4 Refusal by employee to attend hearing

Every effort should be made to encourage the employee to attend the hearing and depending on circumstances it may be appropriate to offer a postponement of the hearing. Where possible, written proof of refusal to attend a hearing should be obtained and there should be communication with any representative trade union in relation to such refusal.

As a last resort the hearing can take place in the absence of the employee and a finding can be made.

3.10.5 Interpreter

If so required, at least it will ensure that everyone understands what is said, and that an employee can express himself in his mother tongue.

3.10.6 Presence of union officials

Unless agreed to the contrary there is no obligation on management to allow a trade union official to be present at the time of a disciplinary hearing. Fair procedure requires that an employee has the right to be represented by a fellow employee who may be a shop/site steward.

In exceptional cases involving for instance the dismissal of a shop/site steward it may be appropriate to allow representation on an exceptional ad hoc basis by a union official. In such instances expert legal advice should be obtained from a labour lawyer.

3.10.7 Fair hearing

3.10.7.1 Adequate notification of the time, place and venue of the proposed hearing in order to enable an employee to prepare.

3.10.7.2 Adequate notification of the conduct alleged on behalf of the employee in question to have constituted a breach of discipline together with a description of the nature of the alleged breach of discipline in order to enable an employee to prepare.

3.10.7.3 An opportunity for an employee to give his version of the events in question.

3.10.7.4 The right to be represented by a person of such person's own choice from the work place.

3.10.7.5 The employee has the right to be present and to understand the proceedings (interpreter).

3.10.7.6 Impartial presiding officer. The person presiding over the hearing should have no direct involvement in the matter. He should be sufficiently senior to make a fair judgement without fear of favour or bias. The presiding officer should be someone of a low enough level in the management's hierarchy to enable there to be an appeal to a management representative at a higher level.

3.10.3 Toereikende kennis aan werknemer

Die werknemer moet toereikende kennis gegee word dat 'n verhoor op 'n bepaalde datum, tyd en plek gehou sal word (lank genoeg om hom in staat te stel om vir die dissiplinêre verhoor voor te berei—'n paar dae is gewoonlik genoeg). In sodanige kennisgewing moet die werknemer meegedeel word wat die presiese aard is van die gedrag wat aan hom toegeskryf word, en die aard en omvang van die oortreding wat hy na bewering begaan het. Die mededeling kan ook betyds persoonlik aan hom oorgedra word. As die werknemer ongeletterd is en nie kan lees nie, moet die inhoud van die kennisgewing aan hom voorgelees word en vertaal word deur 'n betroubare tolk, wat terselfdertyd ook as getuie mag dien.

3.10.4 Weiering van werknemer om verhoor by te woon

Alles moontlik moet gedoen word om die werknemer aan te moedig om die verhoor by te woon, en afhangende van die omstandighede mag dit raadsaam wees om aan te bied om die verhoor uit te stel. Waar moontlik, moet skriftelike bewys verkry word van weiering om die verhoor by te woon, en daar moet met enige verteenwoordigende vakvereniging geskakel word oor sodanige weiering.

As 'n laaste uitweg kan 'n verhoor gehou word en kan daar tot 'n bevinding gekom word in die afwesigheid van die werknemer.

3.10.5 Tolk

As dit nodig is, sal 'n tolk minstens verseker dat almal verstaan wat gesê word, en dat 'n werknemer hom in sy moedertaal kan uitdruk.

3.10.6 Teenwoordigheid van vakverenigingamptenare

Tensy daar anders ooreengekom is, rus daar geen verpligting op die bestuur om 'n vakverenigingbeampte toe te laat om 'n dissiplinêre verhoor by te woon nie. Billike procedure verg dat 'n werknemer die reg het om verteenwoordig te word deur 'n medewerknemer, wat 'n vakverenigingvertenwoordiger vir die werkplaas of terrein mag wees.

In buitengewone gevalle, waar die moontlike afdanking van 'n vakverenigingvertenwoordiger byvoorbeeld ter sprake kom, mag dit raadsaam wees om verteenwoordiging deur 'n vakbondbeampte toe te laat, as 'n buitengewone ad hoc-maatreël. In gevalle van dié aard moet deskundige advies van 'n arbeidsprokureur verkry word.

3.10.7 Billike verhoor

3.10.7.1 Toereikende voorafkennisgewing van die tyd, plek en lokaal van die voorgename verhoor om die werknemer tyd te gee om hom daarop voor te berei.

3.10.7.2 Toereikende voorafkennisgewing van die gedrag waaraan die betrokke werknemer na bewering skuldig is en wat 'n oortreding uitmaak, saam met 'n beskrywing van die aard van die betrokke oortreding, om die werknemer in staat te stel om hom voor te berei.

3.10.7.3 'n Geleentheid vir die werknemer om sy eie weergawe van die betrokke gebeurtenisse te gee.

3.10.7.4 Die werknemer het die reg om deur 'n medewerknemer van sy keuse verteenwoordig te word.

3.10.7.5 Die werknemer het die reg om teenwoordig te wees en om die verrigtinge te verstaan. 'n Tolk mag dus moontlik nodig wees.

3.10.7.6 'n Onpartydige voorsittende beampte. Die voorsitter by die verhoor moet op geen manier regstreeks by die saak betrokke wees nie. Hy moet senior genoeg wees om 'n billike uitspraak te kan gee sonder die moontlikheid van begunstiging of vooroordeel. Aan die ander kant moet die voorsitter ook iemand wees op 'n vlak in die bestuurshierargie wat laag genoeg is sodat 'n appél gerig kan word aan 'n bestuursvertenwoordiger op 'n hoër vlak.

3.10.7.7 The employee is entitled to hear all the evidence against him, to question people presenting the evidence, to call witnesses, and to present evidence on his own behalf.

3.10.7.8 The decision. The presiding officer should decide on the question of guilt first. If guilt is established beyond any doubt, he must make the decision on the disciplinary action required in terms of the Company's disciplinary code, taking into account the personal circumstances of the employee and any mitigating factors.

3.10.7.9 Reason for the decision. The employee must be given the reasons for the decision.

3.10.7.10 Right to appeal. The employee has the right to appeal against the decision and such appeal must be granted. It is in management's interest to remedy any prior procedural unfairness at the appeal stage. Thus, if a particular witness was not called at an earlier stage, such witness should be called and cross-examined even at the appeal stage.

3.11 SUMMARY OF PROCEDURAL FAIRNESS: DISCIPLINARY ENQUIRY GUIDELINES

3.11.1 PART ONE: To determine if an employee is guilty of a charge:

3.11.1.1 Employee's pre-enquiry rights:

- (i) There must be a hearing.
- (ii) The employee must be present.
- (iii) The chairman must be impartial.
- (iv) Do not prejudge the case in any way.
- (v) Arrange for a prompt hearing (i.e. soon after the alleged offence).
- (vi) Give the employee adequate notice of the hearing (suggest 24 hours).
- (vii) Inform the employee at that point of his right to be represented and to bring witnesses.

3.11.1.2 At the enquiry:

- (i) Introduce everybody and ensure the proceedings are fully understood by the employee.
- (ii) Advise the employee of the alleged offence with relevant particulars.
- (iii) Deal with the facts of the situation only.
- (iv) Allow the employee the opportunity to state his case.
- (v) Allow the employee the opportunity to call and question witnesses.
- (vi) Close the enquiry pending a decision (i.e. consider all the evidence).

3.11.2 PART TWO: To decide on the appropriate penalty:

3.11.2.1 Re-open the enquiry and inform the employee of the findings. If guilty, give reasons.

3.11.2.2 Only at this point (i.e. after the finding but before the sanction) consider the employee's service record and his previous disciplinary record.

3.11.2.3 Be consistent.

3.11.2.4 Advise of the penalty imposed.

3.11.2.5 Inform the employee of his right to appeal.

3.10.7.7 Die werknemer is daarop geregtig om al die getuienis teen hom aan te hoor, om vrae te stel aan die mense wat die getuienis voorlê, om getuienis te roep, en om self getuienis te lewer.

3.10.7.8 Die beslissing. Die voorsitter moet eers 'n besluit neem oor die kwessie van skuld. As skuld bo alle twyfel bewys kan word, moet hy 'n besluit neem oor die dissiplinêre optrede wat ingevolge die maatskappy se dissiplinêre kode vereis word, met inagneming van die werknemer se persoonlike omstandighede en enige versagende omstandighede.

3.10.7.9 Redes vir die beslissing. Die werknemer moet meegedeel word wat die redes vir die besluit is.

3.10.7.10 Reg tot appêl. Die werknemer het die reg om te appelleer teen die beslissing en sodanige appêl moet toegestaan word. Dit is in die bestuur se belang om enige vorige prosedurele onbillikheid tydens die appêlverhoor reg te stel. Indien 'n besondere getuie byvoorbeeld nie in 'n vroeë stadium geroep is nie, moet hierdie getuie geroep en kruisondervra word, selfs tydens die appêlverhoor.

3.11 OPSOMMING VAN PROSEDURE-BILLIKHEID: RIG-LYNE VIR DISSIPLINÊRE VERHOOR

3.11.1 DEEL EEN: Om vas te stel of 'n werknemer skuldig is aan 'n oortreding:

3.11.1.1. Werknemer se voorverhoorregte:

- (i) Daar moet 'n verhoor wees.
- (ii) Die werknemer moet teenwoordig wees.
- (iii) Die voorsitter moet onpartydig wees.
- (iv) Moenie die saak in enige opsig vooruit beoordeel nie.
- (v) Reël vir 'n spoedige verhoor (dit is spoedig na die beweerde oortreding).
- (vi) Gee die werknemer toereikende kennis van die verhoor (24 uur word voorgestel).
- (vii) Stel die werknemer in hierdie stadium in kennis van sy reg om verteenwoordig te word en dat hy getuies mag roep.

3.11.1.2 By die verhoor:

- (i) Stel alle teenwoordiges voor en verseker dat die veringtinge ten volle deur die werknemer verstaan word.
- (ii) Stel die werknemer in kennis van die beweerde oortreding met relevante besonderhede.
- (iii) Hanteer alleenlik die feite van die situasie.
- (iv) Gee die werknemer 'n geleentheid om sy saak te stel.
- (v) Gee die werknemer 'n geleentheid om getuies te roep en te ondervra.
- (vi) Sluit die verhoor of om 'n besluit te neem (dit wil sê om die getuienis wat gelewer is te oorweeg).

3.11.2 DEEL TWEE: Om te besluit op 'n toepaslike straf:

3.11.2.1 Heropen die verhoor en stel die werknemer in kennis van die bevinding. Indien skuldig, verskaf redes.

3.11.2.2 Eers in hierdie stadium (dit wil sê na die bevinding, maar voor die straf) moet die werknemer se diensrekord en vorige dissiplinêre rekord oorweeg word.

3.11.2.3 Wees konsekwent.

3.11.2.4 Stel die werknemer in kennis van die straf opgelê.

3.11.2.5 Stel die werknemer in kennis van sy reg om te appelleer.

3.11.2.6 Keep a proper record of the enquiry and ask all those present to sign it afterwards.

Signed at Johannesburg at this 3rd day of November 1992.

PROF. W. BACKER,

Chairman.

MR R. W. BEECH,

Vice Chairman.

MR W. DE J. STAPELBERG,

General Secretary.

No. R. 90

22 January 1993

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY, RUSTENBURG: RENEWAL OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 372 of 25 February 1983, R. 2142 of 30 September 1983, R. 2443 of 9 November 1984, R. 207 of 7 February 1986, R. 2243 of 31 October 1986, R. 2641 of 27 November 1987, R. 1080 of 2 June 1989, R. 2526 of 17 November 1989, R. 1798 of 2 August 1991 and R. 817 of 13 March 1992, to be effective from the date of publication of this notice and for the period ending 31 March 1993.

D. v.d. WALT,

Director: Labour Relations.

No. R. 97

22 January 1993

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

ENTERTAINMENT INDUSTRY OF SOUTH AFRICA

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 2504 of 4 September 1992, with effect from the second Monday after the date of publication of this notice.

L. WESSELS,

Minister of Manpower.

No. R. 98

22 January 1993

LABOUR RELATIONS ACT, 1956

ENTERTAINMENT INDUSTRY OF SOUTH AFRICA: RE-ENACTMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule

3.11.2.6. Hou 'n behoorlike rekord van die verhoor en vra almal teenwoordig om dit daarna te onderteken.

Geteken te Johannesburg op hede die 3de dag van November 1992.

PROF. W. BACKER,

Voorsitter.

MNR. R. W. BEECH,

Vise-voorsitter.

MNR. W. DE J. STAPELBERG,

Hoofsekretaris.

No. R. 90

22 Januarie 1993

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID, RUSTENBURG: HENUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskennisgewings R. 372 van 25 Februarie 1983, R. 2142 van 30 September 1983, R. 2443 van 9 November 1984, R. 207 van 7 Februarie 1986, R. 2243 van 31 Oktober 1986, R. 2641 van 27 November 1987, R. 1080 van 2 Junie 1989, R. 2526 van 17 November 1989, R. 1798 van 2 Augustus 1991 en R. 817 van 13 Maart 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig.

D. v.d. WALT

Direkteur: Arbeidsverhoudinge.

No. R. 97

22 Januarie 1993

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMMENTS-KENNISGEWING

VERMAAKLIKHEIDSBEDRYF VAN SUID-AFRIKA

Ek, Leon Wessels, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermmentskennisgewing R. 2504 van 4 September 1992, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

L. WESSELS,

Minister van Mannekrag.

No. R. 98

22 Januarie 1993

WET OP ARBEIDSVERHOUDINGE, 1956

VERMAAKLIKHEIDSBEDRYF VAN SUID-AFRIKA: HERBEKRAGTIGING VAN OOREENKOMS

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

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

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 1994, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3 and 10 of Chapter 1, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ENTERTAINMENT 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 for the Entertainment Industry of South Africa

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

Entertainment Workers' Union

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

being the parties to the Industrial Council

for the Entertainment Industry of South Africa.

CHAPTER 1

GENERAL

1. AREA AND SCOPE OF APPLICATION OF THE AGREEMENT

(1) This Agreement shall be observed in the Entertainment Industry—

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

(b) the Republic of South Africa, excluding Walvis Bay.

(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.

(3) The provisions of this Chapter shall apply to all sections of the Industry unless a clause or part of a clause in a particular chapter specifically excludes a particular matter from that chapter.

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 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3 en 10 van Hoofstuk 1 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE VERMAAKLIKHEIDSBEDRYF VAN SUID-AFRIKA

OOREENKOMS

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

Werkgewersorganisasie vir die Vermaaklikheidsbedryf van Suid-Afrika

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

Entertainment Workers' Union

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

wat die partye is by die Nywerheidsraad vir die

Vermaaklikheidsbedryf van Suid-Afrika.

HOOFSTUK 1

ALGEMEEN

1. GEBIED EN TOEPASSINGSBESTEK VAN DIE OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Vermaaklikheidsbedryf 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 Republiek van Suid-Afrika, uitgesonderd Walvisbaai.

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

(3) Hierdie Hoofstuk is van toepassing op alle seksies van die Bedryf tensy 'n klousule of gedeelte van 'n klousule in 'n bepaalde hoofstuk 'n bepaalde aangeleentheid spesifiek van daardie hoofstuk uitsluit.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions of clauses 16 and 18 of Chapter 1, and clause 2 of Chapters 2, 3, 4 and 5, of the Agreement published under Government Notice No. R. 2184 of 14 September 1990, as renewed and amended by Government Notices Nos. R. 1010 of 10 May 1991, R. 3138 of 20 December 1991, R. 950 of 27 March 1992, R. 2491 of 4 September 1992 and R. 2504 of 4 September 1992 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 15 inclusive, 17, 19 to 24 of Chapter 1, and clauses 3 to 7 inclusive of Chapters 2, 3, 4 and 5, of the Former Agreement, as further renewed and amended from time to time, shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT—DEFINITIONS

(1) Insert the following new subclauses (A) and (B) after subclause (1):

"(A) 'artisan' means an employee who has completed or has been deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who is the holder of a certificate issued to him by the Registrar of Manpower Training giving him artisan status in terms of that Act, and any other employee who performs work normally performed by an artisan, except where specifically otherwise stated in the Agreement;

(B) 'artisan's assistant' means an employee, other than an apprentice or a trainee, who under the guidance and supervision of an artisan, assists such artisan in the performance of tasks that do not require the training or skill of an artisan;"

(2) Substitute the following for subclause (13):

"(13) 'establishment' means the premises wherein or whereon the Industry, as herein defined, and work incidental thereto, is carried on;"

(3) Substitute the following for subclause (18):

"(18) 'overtime' means that portion of any period when an employee works for an employer during any week or any day, as the case may be, and which is in excess of the ordinary hours of work prescribed for such an employee in clause 6 (1) of the relevant chapter, but does not include any period which an employee works for his employer on a Sunday, except an employee referred to in clause 6 (1) of Chapter 4;"

(4) Substitute the following for subclauses (22) to (24):

"(22) 'security guard' means an employee who is able to read, write and speak one or both of the official languages of the Republic of South Africa and who performs one or more of the following activities:

- (a) The searching of persons;
- (b) checking or reporting on the movements of persons or vehicles at check-points or gates;
- (c) supervising and/or controlling watchmen;

and who may be called upon to perform one or more of the duties of a watchman;

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 21 Maart 1994 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings van klousules 16 en 18 van Hoofstuk 1, en klousule 2 van Hoofstukke 2, 3, 4 en 5, van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2184 van 14 September 1990, soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1010 van 10 Mei 1991, R. 3138 van 20 Desember 1991, R. 950 van 27 Maart 1992, R. 2491 van 4 September 1992 en R. 2504 van 4 September 1992 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot en met 15, 17, 19 tot 24 van Hoofstuk 1, en klousules 3 tot en met 7 van Hoofstukke 2, 3, 4 en 5, van die vorige Ooreenkoms, soos van tyd tot tyd verder hernieu en gewysig, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS—WOORDOMSKRYWING

(1) Voeg die volgende nuwe subklousules (A) en (B) in na subklousule (1):

"(A) 'ambagsman' 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word dit te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is wat aan hom ambagsmanstatus verleen ingevolge daardie Wet, en enige ander werknemer wat werk verrig wat gewoonlik deur 'n ambagsman verrig word, behalwe waar daar in die Ooreenkoms spesifiek anders vermeld word;

(B) 'ambagsman se assistent' 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder die leiding en toesig van 'n ambagsman sodanige ambagsman bystaan by die verrigting van take wat nie die opleiding of bedrewenheid van 'n ambagsman vereis nie;"

(2) Vervang subklousule (13) deur die volgende:

"(13) 'bedryfsinrigting' die perseel waarin of waarop die Bedryf soos hierin omskryf, uitgeoefen, en werk wat daarmee gepaard gaan, verrig word;"

(3) Vervang subklousule (18) deur die volgende:

"(18) 'oortyd' die gedeelte van 'n tydperk waarin 'n werknemer vir 'n werkgever werk gedurende enige week of enige dag, na gelang van die geval, en wat langer is as die gewone werkure wat vir sodanige werknemer by klousule 6 (1) van die betrokke hoofstuk voorgeskryf word, maar dit omvat nie enige tydperk wat 'n werknemer, behalwe 'n werknemer soos na verwys in klousule 6 (1) van Hoofstuk 4, op 'n Sondag vir sy werkgever werk nie;"

(4) Vervang subklousules (22) tot (24) deur die volgende:

"(22) 'Sekuriteitswag' 'n werknemer wat een of albei die amptelike tale van die Republiek van Suid-Afrika kan lees, skryf en praat en wat een of meer van die volgende werksaamhede verrig:

- (a) Persone deursoek;
- (b) die bewegings van persone of voertuie by beheerpunte of -hekke kontroleer en daarvoor verslag doen;
- (c) oor wagte toesig hou en/of beheer uitoefen;

en wat versoek kan word om een of meer van die pligte van 'n wag uit te voer;"

(23) 'temporary employment' means the employment of an employee for an agreed period of time of not longer than four months. A letter of appointment signed by the employer and the employee stating the date of commencement and termination of employment shall be given within seven days of commencement of employment;

6. CLAUSE 4 OF THE FORMER AGREEMENT— REMUNERATION

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

"(2) *Reduction of wages:* 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, occupation or job category as defined herein: Provided that this shall not apply—

(i) in the case of an employee holding a temporary employment;

(ii) to an employee who agrees in writing to transfer to an employee grade of work which provides for a lower wage."

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

"(5) *Calculation of wages:* (a) The hourly wage of an employee, other than a casual employee or per-performance 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 or per-performance employee, shall be his weekly wage divided by the number of days ordinarily worked by such employee.

(c) The weekly wage of an employee, other than a casual employee or per-performance employee, shall be his monthly wage divided by four and a third.

(d) The monthly wage of an employee, other than a casual employee or per-performance employee shall be his weekly wage multiplied by four and one third."

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

(1) Substitute the following for paragraphs (b) and (g) of subclause 1):

"(b) the employee's name or his number on the pay-roll and his grade and/or job classification;

(g) the employee's basic wages;"

(2) Delete subclause (5).

(3) Delete subclause (6) (c).

(4) Substitute the following for subclause (6) (e):

"(e) *Trade union and Industrial Council fees:* Deductions for—

(i) trade union monthly subscriptions, funeral insurance premiums and levies, with the employee's consent: Provided that this shall apply only to a trade union which is party to this Agreement;

(ii) employee's contributions to the Industrial Council: Provided that whenever an employer fails to make such deductions and/or fails to pay such deductions over to the Industrial Council, he shall be liable for the payment thereof, and may only deduct two months' payment from the employee/employees concerned."

(23) 'tydelike aanstelling' die indiensneming van 'n werknemer vir 'n ooreengekome tydperk van hoogstens vier maande, aan welke werknemer 'n aanstellingsbrief, onderteken deur die werkgever en die werknemer, waarin die datum van indiensneming en die datum van diensbeëindiging vermeld word, binne sewe dae na sy indiens-treding gegee moet word;

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS— BESOLDIGING

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

"(2) *Vermindering van loon:* Geen werkgever mag die loon verminder nie van 'n werknemer aan wie voor die datum van inwerkingtreding van hierdie Ooreenkoms of daarna, 'n hoër loon betaal word as die minimum wat hierdie Ooreenkoms voorgeskrif word, solank as wat hy vir dieselfde werkgever bly werk in dieselfde graad, beroep of werkskategorie soos hierin omskryf: Met dien verstande dat dit nie van toepassing is nie—

(i) in die geval van 'n werknemer met 'n tydelike aanstelling;

(ii) op 'n werknemer wat skriftelik instem om oorgeplaas te word na 'n werknemersgraad van werk wat vir 'n laer loon voorsiening maak."

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

"(5) *Berekening van loon:* (a) Die uurloon van 'n werknemer, uitgesonder 'n los werknemer of per-vertoning-werknemer, is sy weekloon gedeel deur die aantal gewone werksure wat vir sodanige werknemer in 'n week voorgeskrif word.

(b) Die dagloon van 'n werknemer, uitgesonder 'n los werknemer of per-vertoning-werknemer, is sy weekloon gedeel deur die aantal dae wat sodanige werknemer gewoonlik werk.

(c) Die weekloon van 'n werknemer, uitgesonderd 'n los werknemer of per-vertoning-werknemer, is sy maandloon gedeel deur vier en 'n derde.

(d) Die maandloon van 'n werknemer, uitgesonderd 'n los werknemer of per-vertoning-werknemer, is sy weekloon vermenigvuldig met vier en 'n derde."

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

(1) Vervang paragrawe (b) en (g) van subklousule (1) deur die volgende:

"(b) die werknemer se naam of sy nommer op die betaalstaat en sy werknemersgraad en/of werkskategorie;

(g) die werknemer se basiese loon;"

(2) Skrap subklousule (5).

(3) Skrap subklousule (6) (c).

(4) Vervang subklousule (6) (e) deur die volgende:

"(e) *Vakverenigings- en Nywerheidsraadgelde:* Bedrae afgetrek vir—

(i) die maandelikse bydraes tot die vakvereniging, begrafnisversekeringspremies en heffings, met die werknemer se toestemming: Met dien verstande dat dit slegs geld vir 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;

(ii) die werknemer se bydraes tot die Nywerheidsraad: Met dien verstande dat wanneer 'n werkgever versuim om sodanige bedrae af te trek en/of versuim om sodanige bedrae aan die Nywerheidsraad oor te betaal, is hy aanspreeklik vir die betaling daarvan, en mag hy slegs twee maande se bydraes van die betrokke werknemer/werknemers aftrek."

(5) Substitute the following for subclause (6) (f) (ii):

"(ii) stop orders—with the consent of the employer, an employee may submit a request to his employer to enforce a stop order facility against his wage for the payment of money to a third party: Provided that no employer may enforce an irrevocable stop order, which stop order shall be deemed to be null and void;"

(6) Substitute the following for subclause (6) (f) (iv):

"(iv) loans—any amount advanced to an employee in respect of housing loans and/or advances in respect of medical expenses and/or the purchase of expensive personal items: Provided that such deduction does not exceed one-third of the employees's remuneration, except on termination of employment."

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

"(7) Furthermore the following shall apply to cinema establishments:

(a) *Liability*: Sales attendants, cashiers and/or vendors shall be personally responsible for their cash floats, goods and tickets issued to them and for the moneys received from the sale of tickets and/or goods and shall make good any deficiency in respect of cash and/or tickets and/or goods: Provided that when the cash goods or tickets have been handed over to and signed for and accepted as correct by the employer or his authorised representative, the responsibility of the sales attendant and/or cashier and/or vendor shall cease.

(b) Should any other person whosoever handle either the cash, the goods or the tickets before the cashier, sales attendant or vendor has had an opportunity to reconcile the cash, the goods and the tickets and hand these over to the employer, the cashier, sales attendant or vendor shall not be held responsible for any deficiency in cash takings, goods and/or tickets, and no deduction may be made, either directly or indirectly, from the cashier's sales attendant's or vendor's remuneration in respect of any such shortages."

8. CLAUSE 11 OF THE FORMER AGREEMENT— TERMINATION OF EMPLOYMENT

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

"(a) in the case of a weekly paid employee, be given not later than the last working day of the week of the employee concerned and shall run from the day after such working day: Provided that if any written contract of employment provides for a period of notice of equal duration for both parties which is longer than one working day, notice shall in accordance with such contract be given over such longer period;"

9. CLAUSE 12 OF THE FORMER AGREEMENT— RECORDS

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

"(iv) the rate of basic wages or the basic rate per hour to be paid;"

(2) Insert the following new subclause (1) (v):

"(v) his physical residential address."

10. CLAUSE 18 OF THE FORMER AGREEMENT— MEMBERSHIP OF EMPLOYERS' ORGANISATION AND TRADE UNION AS DEFINED IN THE PREAMBLE TO THIS AGREEMENT, AND INCIDENTAL MATTERS

(1) Delete subclause (2) (a).

(5) Vervang subklousule (6) (f) (ii) deur die volgende:

"(ii) aftrekorders—met die toestemming van die werkgever kan 'n werknemer 'n versoek by sy werkgever indien om 'n aftrekorderfasiliteit teen sy loon af te dwing vir die betaling van geld aan 'n derde party: Met dien verstande dat geen werkgever 'n onherroeplike aftrekorder mag afdwing nie, welke aftrekorder as van nul en 'n gener waarde beskou word;"

(6) Vervang subklousule (6) (f) (iv) deur die volgende:

"(iv) lenings—enige bedrag ten opsigte van huislenings aan 'n werknemer voorgeskiet en/of voorskotte ten opsigte van mediese onkoste en/of die aankoop van duur persoonlike artikels: Met dien verstande dat sodanige aftrekking hoogstens een derde van die werknemer se besoldiging is, behalwe by diensbeëindiging."

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

"(7) Voorts is die volgende van toepassing op bioskoopbedryfsinrigtings:

(a) *Aanspreeklikheid*: Verkoopopsieners, kassiere en/of smous is persoonlik verantwoordelik vir hul los kontant, goedere en kaartjies aan hulle uitgereik en vir die gelde uit die verkoop van kaartjies en/of goedere ontvang en moet enige tekort ten opsigte van kontant en/of kaartjies en/of goedere aanvul: Met dien verstande dat die verkoopopsiener en/of kassier en/of smous van die verantwoordelikheid onthef is sodra die kontant, goedere of kaartjies oorhandig is aan en voor geteken en as korrek aanvaar is deur die werkgever of sy gemagtigde verteenwoordiger.

(b) Indien enige ander persoon, wie ook al, die kontant, die goedere of die kaartjies hanteer voordat die kassier, verkoopopsiener of smous die geleentheid gehad het om die kontant, die goedere en die kaartjies te rekonsilieer en aan die werkgever te oorhandig, word die kassier, verkoopopsiener of smous vir enige tekort aan kontant-ontvangste, goedere en/of kaartjies nie, en mag geen bedrag, hetsy regstreeks of onregstreeks, ten opsigte van enige sodanige tekorte van die kassier, verkoopopsiener of smous se besoldiging afgetrek word nie."

8. KLOUSULE 11 VAN DIE VORIGE OOREENKOMS— DIENSBEËINDIGING

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

"(a) in die geval van 'n weekliks betaalde werknemer, voor of op die betrokke werknemer se laaste werkdag van die week gegee word en loop vanaf die dag na sodanige werkdag: Met dien verstande dat indien 'n skriftelike dienskontrak 'n kennisgewingstermyn van gelyke duur vir beide partye gepaal wat langer as een werkdag is, kennis ooreenkomstig sodanige kontrak oor sodanige langer termyn gegee moet word;"

9. KLOUSULE 12 VAN DIE VORIGE OOREENKOMS— REGISTERS

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

"(iv) basiese loontarief of die basiese tarief per uur wat betaal moet word;"

(2) Voeg die volgende nuwe subklousule (1) (v) in:

"(v) sy fisiese woonadres."

10. KLOUSULE 18 VAN DIE VORIGE OOREENKOMS— LIDMAATSKAP VAN WERKGEWERSORGANISASIE EN VAN DIE VAKVERENIGING SOOS OMSKRYF IN DIE AANHEF VAN HIERDIE OOREENKOMS, EN VERWANTE SAKE

(1) Skrap subklousule (2) (a).

11. INSERT THE FOLLOWING NEW CLAUSE 25**25. DISCIPLINARY GUIDELINES (ACTION)**

(1) *Guidelines for dismissal:* The contract of employment may be terminated by the employer if there is a valid reason. This reason will fall under one of the following categories:

- (i) Misconduct of the employee;
- (ii) incapacity of the employee;
- (iii) operational requirements of the employer.

The following are some of the reasons which could justify dismissal, with due allowance for all the circumstances of the particular case:

(a) *Misconduct:* Assault, fighting, threats of assault or intimidation, acts of violence during a strike, intoxication, dishonesty, sleeping whilst on duty, refusal to obey instructions, insubordination, breach of trust and rules, disloyalty, absence and repeated late-coming.

(b) *Incapacity:* Incapacity which is not resolved despite consultation and warnings, could justify dismissal. Gross incapacity would require fewer or no warnings for the dismissal to be regarded as fair.

(c) *Operational requirements of the employer:* The commercial rationale of the business, economic factors resulting in the employer requiring fewer employees than before and technological changes.

(2) *Procedural fairness:* (a) *Adequate warnings:* The number of warnings required will depend on the seriousness of the misconduct. Warnings should be in writing, to facilitate proof. If possible, the employee should be required to sign acknowledgement of receipt of a written warning. If he refuses, somebody else may sign as a witness to the fact that the warning was handed to the employee.

Warnings lapse after six months. A warning for one type of offence may be valid in respect of another type of offence. In the case of very serious misconduct, no warnings at all are required and summary dismissal may take place after a proper enquiry has been held.

(b) *The disciplinary enquiry:* The employment of a worker shall not be terminated for reasons related to the worker's conduct or performance before he is provided an opportunity to defend himself against the allegations made, unless the employer cannot reasonably be expected to provide this opportunity. An employee who is accused of certain misconduct or poor performance must be given a chance to account for his behaviour. The onus of proving the employee's misconduct or poor performance lies upon management. The employee has a right to challenge any statements which are detrimental to his credibility and integrity.

Other important requirements for a fair disciplinary hearing are the following:

1. The right to be told the nature of the offence or misconduct, with the relevant particulars of the charge.
2. The right to a timeous hearing.
3. The right to be given adequate notice prior to the enquiry.
4. The right to some form of representation (the representative could be anyone from the work place; either a shop steward, a colleague, or even a supervisor) so as to assist the employee and ensure that the disciplinary procedure is fair and equitable.

11. VOEG DIE VOLGENDE NUWE KLOUSULE 25 IN:**25. DISSIPLINÊRE RIGLYNE (OPTREDE)**

(1) *Riglyne vir ontslag:* Die dienskontrak kan deur die werkgever beëindig word indien daar 'n geldige rede bestaan. Hierdie rede sal in een van die volgende kategorieë val:

- (i) Wangedrag van die werknemer;
- (ii) onbevoegdheid van die werknemer;
- (iii) werkvereistes van die werkgever.

Die volgende is sommige van die redes wat, met inagneming van al die omstandighede van die spesifieke geval, ontslag kan regverdig:

(a) *Wangedrag:* Aanranding, bakleiery, dreigemente van aanranding of intimidasie, gewelddade tydens 'nstaking, dronkenskap, oneerlikheid, slaap terwyl op diens, weiering om instruksies of opdragte na te kom, verset, skending van vertroue, verbreking van reëls, dislojaliteit, afwesigheid en herhaaldelike laatkommerij.

(b) *Onbevoegdheid:* Onbevoegdheid wat ondanks raad en waarskuwings nie verhelp word nie, kan ontslag regverdig. By erge onbevoegdheid sou minder of geen waarskuwings nodig wees ten einde die ontslag as redelik te kan beskou.

(c) *Werkvereistes van die werkgever:* Die kommersiële beweegrede van die besigheid, ekonomiese faktore wat tot gevolg het dat die werkgever minder werknemers as voorheen nodig het en tegnologiese veranderinge.

(2) *Redelikheid in prosedure:* (a) *Voldoende waarskuwings:* Die aantal waarskuwings wat gerig moet word, hang van die erns van die wangedrag af. Waarskuwings moet skriftelik wees om bewyslewering te vergemaklik. Indien moontlik, moet van die werknemer vereis word om 'n ontvangserkenning van 'n skriftelike waarskuwing te onderteken. Indien hy weier, kan iemand anders teken as getuie dat die waarskuwing aan die betrokke werknemer oorhandig is.

Waarskuwings verval na ses maande. 'n Waarskuwing vir een tipe oortreding kan ten opsigte van 'n ander tipe oortreding geldig wees. In die geval van baie ernstige wangedrag word hoegenaamd geen waarskuwings vereis nie en summier ontslag kan plaasvind nadat 'n deeglike ondersoek gedoen is.

(b) *Die dissiplinêre ondersoek:* Die diens van 'n werknemer mag nie om redes wat verband hou met die werknemer se gedrag of werk beëindig word nie alvorens hy die geleentheid gegun is om hom te verdedig teen die aantygings wat gemaak is, tensy daar redelikerwys nie van die werkgever verwag kan word om hierdie geleentheid te bied nie. 'n Werknemer wat van sekere wangedrag of swak werkverrigting beskuldig word moet die geleentheid gebied word om rekenskap van sy gedrag te gee. Die onus berus by die bestuur om die werknemer se wangedrag of swak werkverrigting te bewys. Die werknemer het die reg om enige verklarings te betwis wat sy geloofwaardigheid en integriteit benadeel.

Ander belangrike vereistes vir 'n regverdige dissiplinêre verhoor is die volgende:

1. Die reg om te weet wat die aard van die oortreding of wangedrag is, met die relevante besonderhede van die aanklag.
2. Die reg op 'n tydige verhoor.
3. Die reg om voldoende kennisgewing voor die ondersoek te ontvang.
4. Die reg op die een of ander vorm van verteenwoordiging (die verteenwoordiger kan enigiemand van die werkplek wees; hetsy 'n vakverenigingsverteenwoordiger, 'n kollega of selfs 'n toesighouer) om die werknemer by te staan en te verseker dat die dissiplinêre prosedure billik en regverdig is.

5. The right to call witnesses.
 6. The right to an interpreter.
 7. The right to a finding (if found guilty, he should have the right to be told the full reasons).
 8. The right to have previous service considered.
 9. The right to be advised of the penalty imposed.
 10. The right to appeal, usually to a higher level of management.
 11. The person holding the enquiry should be as objective as possible and, depending on the size of the organisation, should, if possible, not have been involved directly in the incident giving rise to the disciplinary enquiry.
 12. The employee should be given an opportunity to plead extenuating circumstances.
 13. The penalty should be consistent with previous similar cases of misconduct in the organisation; the employer should also apply the procedures consistently. The appeal or review hearing may rectify procedural deficiencies in the enquiry.
- (3) Proper records: An employer should ensure that he keeps proper records in order to have evidence for an enquiry or for purposes of an appeal or to prove, if challenged, that the dismissal was fair."

12. INSERT THE FOLLOWING NEW CLAUSE 26:

"26 RETRENCHMENT

Dismissal as a result of operational requirements of the organisation (retrenchment).

In general, an employee should not be dismissed on grounds of retrenchment or redundancy, unless the employer has first done the following:

- (1) Considered possible ways to avoid retrenchment, such as transfers, eliminating overtime, and working short-time. (These are not the only methods available.)
- An employer could implement an early retirement scheme, place a moratorium on new appointments, temporarily lay off employees or train or retrain employees to enable them to take up other posts. The employer must be creative in considering ways of avoiding redundancy in his concern.
- (2) Consulted with employee representatives as regard the criteria to be applied in selecting the employees to be retrenched.
- (3) Established criteria for selection which, as far as possible, do not depend solely upon the opinion of the person making the selection, but can be tested objectively against such things as the attendance records, efficiency on the job, experience or length of service, e.g. last in, first out.
- (4) Given sufficient prior warning to the employee representatives and to the employees who may be affected.
- (5) Ensured that the selection is made fairly in accordance with the criteria adopted, considering any representations employee representatives may make as to such selection.
- (6) Consulted the employee to be retrenched.
- (7) Informed the Industrial Council of his intention to retrench staff and submitted a list of employees being considered for retrenchment to the Secretary of the Industrial Council, who will inform prospective employers in the Industry.
- (8) Depending on the employer's circumstances, recommended that severance pay be paid to employees who are retrenched."

13. SUBSTITUTE THE FOLLOWING FOR ANNEXURE D:

5. Die reg om getuies in te roep.
 6. Die reg op 'n tolk.
 7. Die reg op 'n bevinding (by skuldigbevinding moet hy die reg hê om te weet wat die volledige redes is).
 8. Die reg om vorige diens in aanmerking te laat neem.
 9. Die reg om van die opgelegde straf in kennis gestel te word.
 10. Die reg om te appelleer, gewoonlik na 'n hoër bestuursvlak.
 11. Die persoon wat die ondersoek doen, moet so objektief moontlik wees en moet na gelang van die grootte van die organisasie, indien moontlik nie direk betrokke gewees het nie by die insident wat tot die dissiplinêre ondersoek aanleiding gegee het.
 12. Die werknemer moet die geleentheid gegun word om versagende omstandighede aan te voer.
 13. Die straf moet strook met vorige ooreenstemmende gevalle van wangedrag binne die organisasie; die werkgever moet ook die prosedures konsekwent toepas. Die appél of hersieningsverhoor kan proseduregebreke in die ondersoek regstel.
- (3) Behoorlike verslae: 'n Werkgever moet toesien dat hy behoorlike verslae byhou om as bewys te dien by 'n ondersoek of vir doeleindes van 'n appél of om, indien daartoe gedaag, te bewys dat die ontslag regverdig was."

12. VOEG DIE VOLGENDE NUWE KLOUSULE 26 IN:

"26 PERSONEELVERMINDERING

Ontslag as gevolg van bedryfsvereistes van die organisasie (personeelvermindering).

In die algemeen moet 'n werknemer nie ontslaan word op grond van personeelvermindering of -oortolligheid nie, tensy die werkgever eers die volgende gedoen het:

- (1) Moontlike maniere oorweeg het om personeelvermindering te vermy, soos oorplasinge, die uitkakeling van oortyd en die werk van korttyd. (Dit is nie die enigste beskikbare metodes nie.)
- 'n Werkgever kan 'n skema vir vroeë aftrede implementeer, 'n moratorium op nuwe aanstellings plaas, werknemers tydelik ontslaan of werknemers oplei of heroplei om hulle in staat te stel om ander poste te aanvaar. Die werkgever moet kreatief wees by die oorweging van maniere om personeeloortolligheid in sy onderneming te vermy.
- (2) Met werknemerverteenwoordigers oorleg gepleeg het aangaande die kriteria wat aangelê moet word by die keuring van die werknemers wat weens vermindering ontslaan moet word.
- (3) Kriteria vir keuring vasgestel het wat sover moontlik nie uitsluitlik op die mening van die keurder berus nie, maar wat objektief getoets kan word aan dinge soos die bywoningsregisters bekwaamheid in die werk, ondervinding of dienstydperk, bv. laaste in, eerste uit.
- (4) Voldoende voorafgaande waarskuwing gerig het tot die werknemer-vertegenwoordigers en tot die werknemers wat geraak mag word.
- (5) Verseker het dat die keuring regverdig ooreenkomstig die aanvaarde kriteria gedoen word, met inagneming van enige verhoë wat werknemerverteenwoordigers betreffende sodanige keuring rig.
- (6) Met die werknemer wat weens vermindering ontslaan moet word, gekonsulteer het.
- (7) Die Nywerheidsraad in kennis gestel het van die voorgenome ontslag van personeel weens vermindering en 'n lys van werknemers wat vir sodanige ontslag oorweeg word, ingedien het by die Sekretaris van die Nywerheidsraad, wat voornemende werkgevers in die Bedryf daarvan sal verwittig.
- (8) Afhangende van die werkgever se omstandighede, aanbeveel het dat 'n uittreeloon aan werknemers wat weens vermindering ontslaan word, betaal word."

13. VERVANG AANHANGSEL D DEUR DIE VOLGENDE:

(Established in terms of the Labour Relations Act, No. 28 of 1956)

The business.....
Street address.....
.....
.....
Contact person.....
RETURN FOR THE MONTH(S).....

Phone.....
P.O. Box.....
.....
.....
Code.....

P.O. Box 6649
Johannesburg, 2000
Second Floor, 41 Rissik Street
Johannesburg, 2001
Tel. (011) 838-1282/3, 838-6397/8/9
Fax. (011) 492-1221

[illegible]

1. To the Council— (a) by each employee (irrespective of number of days worked)
 (b) by each employer (i) an amount equal to (a) above.....
 (ii) R5,10 for each screen in a cinema, or for each stage or venue in a theatre, or for any *other* establishment.....

× R1,75 = R

× R1,75 = R

× R5,10 = R

2. Trade union, fees: R4,00 for each member (deductable from the wages)
Please complete all the relevant columns! Thank you. **L. G. NELL,**

× R4,00 = R

L. G. NELL,
Secretary".

CHAPTER 2

CINEMA ESTABLISHMENTS AND
CINEMA SHOWS14. CLAUSE 3 OF THE FORMER AGREEMENT –
DEFINITIONS

(1) Delete subclauses (1) and (2).

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

“(3) ‘**cashier/sales attendant**’ means an employee, in a cinema and/or drive-in, engaged in the selling of cinema tickets and/or goods and/or refreshments and who deals with matters incidental thereto;”

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

“(5) ‘**casual employee**’ means an employee who is employed by the same employer on not more than three days in any week except when a public holiday occurs in the same week, in which event such casual employee shall be permitted to work on not more than four days in that week, and who shall be paid for not less than 4½ hours for each work period of 4½ hours or less: Provided that during school holidays such casual employee shall be permitted to work 45 ordinary hours per week.”

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

“(6) ‘**catering supervisor**’ means an employee in an establishment who, in addition to performing the duties of a sales attendant, supervises other catering staff;”

(5) Insert new subclauses (13) to (20):

(13) ‘**Grade 1 employee**’ means an employee engaged in one or more of the following occupations:

Artisan;

cinematograph machine and sound technician;

(14) ‘**Grade 2 employee**’ means an employee engaged as projectionist advanced;

(15) ‘**Grade 3 employee**’ means an employee engaged as projectionist supervisor;

(16) ‘**Grade 4 employee**’ means an employee engaged in one or more of the following occupations:

Cashier supervisor;

cinema administrative assistant;

doorman/usher/vendor supervisor;

(17) ‘**Grade 5 employee**’ means an employee engaged in one or more of the following occupations:

Catering supervisor;

handyman;

projectionist Grade A;

receptionist telephonist;

(18) ‘**Grade 6 employee**’ means an employee engaged as projectionist Grade B;

(19) ‘**Grade 7 employee**’ means an employee engaged in one or more of the following occupations:

Cashier/sales attendant;

driver heavy vehicle

(3 500 kg or more);

security guard;

HOOFSTUK 2

BIOSKOOPBEDRIFSINRICHTINGS EN
BIOSKOOPVERTONINGS14. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS –
WOORDOMSKRYWING

(1) Skrap subklousules (1) en (2).

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

“(3) ‘**kasier/verkoopsopsiener**’ beteken ‘n werknemer wat by ‘n bioskoop en/of inryteater bioskoopkaartjies en/of goedere en/of verversings verkoop en wat sake hanteer wat daarmee gepaard gaan;”

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

“(5) ‘**los werknemer**’ beteken ‘n werknemer wat hoogstens drie dae in enige week by dieselfde werkgever in diens is, behalwe wanneer ‘n openbare vakansiedag in dieselfde week val, in welke geval so ‘n los werknemer toegelaat word om hoogstens vier dae in daardie week te werk, en wat vir elke werkperiode van 4½ uur of minder vir minstens 4½ uur betaal moet word: Met dien verstande dat sodanige los werknemer gedurende skoolvakansies toegelaat word om 45 gewone ure per week te werk.”

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

“(6) ‘**spysenieringstoeshouer**’ beteken ‘n werknemer in ‘n bedryfsinrigting wat, benewens die pligte van ‘n verkoopsopsiener, toesig hou oor ander spysenieringspersoneel;”

(5) Vervang subklousules (13) tot (20) deur die volgende:

(13) ‘**Werknemer graad 1**’ beteken ‘n werknemer wat een of meer van die volgende beroepe beoefen:

Ambagsman;

rolprentmasjien- en klanktegnikus;

(14) ‘**Werknemer graad 2**’ beteken ‘n werknemer wat in diens is as gevorderde projekteerder;

(15) ‘**Werknemer graad 3**’ beteken ‘n werknemer wat in diens is as projekteerder-toeshouer;

(16) ‘**Werknemer graad 4**’ beteken ‘n werknemer wat een of meer van die volgende beroepe beoefen:

Kassier-toeshouer;

bioskoopassistent (administrasie);

deurwag-/plekaanwyser-/smous-toeshouer;

(17) ‘**Werknemer graad 5**’ beteken ‘n werknemer wat een of meer van die volgende beroepe beoefen:

Spysenieringstoeshouer;

faktotum;

projekteerder graad A;

ontvangsdame-telefoniste;

(18) ‘**Werknemer graad 6**’ beteken ‘n werknemer in diens as projekteerder graad B;

(19) ‘**Werknemer graad 7**’ beteken ‘n werknemer wat een of meer van die volgende beroepe beoefen:

Kassier/verkoopsopsiener;

drywer swaarvoertuig

(3 500 kg of meer);

sekuriteitswag;

(20) 'Grade 8 employee' means an employee engaged in one or more of the following occupations:

Artisan's assistant;
cinema assistant;
doorman/user/vendor;
driver light motor vehicle
(under 3 500 kg);
general worker;
messenger;
painter;
projectionist trainee;
telephonist;
watchman;"

(6) Substitute the following new definition for the definition contained in subclause (25):

"(25) 'part-time employee' means an employee who is employed on a 30 hour week basis and is paid for 30 ordinary hours per week, whether he works 30 ordinary hours or not: Provided that during school holidays a part-time employee may work 45 hours per week at ordinary rates of pay;"

(7) Delete subclause (34).

15. CLAUSE 4 OF THE FORMER AGREEMENT—REMUNERATIONS

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

"(1) (a) (i) The minimum wages which shall be paid and accepted by every **full-time employee** shall be as set out hereunder:

Employee grades	Wage schedule	
	Per week	Per month
	R	R
Grade 1 employees		
Artisan	346,18	1 500,00
Cinematograph machine and sound technician		
Grade 2 employees		
Projectionist advanced	261,94	1 135,00
Grade 3 employees		
Projectionist supervisor	238,63	1 034,00
Grade 4 employees		
Cashier supervisor	211,17	915,00
Cinema administrative assistant		
Doorman/usher/vendor supervisor		
Grade 5 employees		
Catering supervisor	173,09	750,00
Handyman		
Projectionist Grade A		
Receptionists telephonist		
Grade 6 employees		
Projectionist Grade B	161,55	700,00
Grade 7 employees		
Cashier/sales attendant	150,01	650,00
Driver heavy vehicle (3 500 kg or more)		
Security guard		
Grade 8 employees		
Artisan's assistant	130,39	565,00
Cinema assistant		
Doorman/usher/vendor		
Driver light motor vehicle (under 3 500 kg)		
General worker		
Messenger		
Painter		
Projectionist trainee		
Telephonist		
Watchman		

(20) 'Werknemer graad 8' beteken 'n werknemer wat een of meer van die volgende beroepe beoefen:

Ambagsman se assistent;
bioskoopassistent;
deurwag/plekaanwyser/smous;
drywer ligte motorvoertuig (onder 3 500 kg);
algemene werker;
bode;
verwer;
projekteerder-kwekeling;
telefoniste;
wag;"

(6) Vervang die omskrywing vervat in subklousule (25) deur die volgende nuwe omskrywing:

"(25) 'deeltydse werknemer' beteken 'n werknemer wat in diens is op 'n grondslag van 30 uur per week en wat vir 30 gewone ure per week betaal word, hetsy hy 30 gewone ure werk of nie: Met dien verstande dat 'n deeltydse werknemer gedurende skoolvakansies 45 uur per week ten gewone loontariewe mag werk;"

(7) Skrap subklousule (34).

15. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS—BESOLDIGING

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

"(1) (a) (i) Die minimum loon wat betaal moet word aan en aanvaar moet word deur elke **voltydse werknemer**, is soos hieronder uiteengesit:

Werknemergrade	Loontabel	
	Per week	Per maand
	R	R
Werknemers graad 1		
Ambagsman	346,18	1 500,00
Rolprentmasjien- en klanktegnikus		
Werknemers graad 2		
Gevorderde projekteerder	261,94	1 135,00
Werknemers graad 3		
Projekteerder-toesighouer	238,63	1 034,00
Werknemers graad 4		
Kassier-toesighouer	211,17	915,00
Bioskoopassistent (administrasie)		
Deurwag/plekaanwyser/smous-toesighouer		
Werknemers graad 5		
Spysenieringstoesighouer	173,09	750,00
Faktotum		
Projekteerder graad A		
Ontvangsdame-telefoniste		
Werknemers graad 6		
Projekteerder graad B	161,55	700,00
Werknemers graad 7		
Kassier/verkoopsopsiener	150,51	650,00
Drywer swaar voertuig (3 500 kg of meer)		
Sekuriteitswag		
Werknemers graad 8		
Ambagsman se assistent	130,39	565,00
Bioskoopassistent		
Deurwag/plekaanwyser/smous		
Drywer ligte motorvoertuig (onder 3 500 kg)		
Algemene werker		
Bode		
Verwer		
Projekteerder-kwekeling		
Telefoniste		
Wag		

16. CLAUSE 6 OF THE FORMER AGREEMENT—ORDINARY HOURS OF WORK, OVERTIME, PAYMENT FOR OVERTIME AND INTERVALS

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

“(b) a part-time employee:

(i) 30 in any week: Provided that during school holidays such a part-time employee shall be permitted to work 45 ordinary hours per week;”.

(2) Delete subclause (2).

**CHAPTER 3
LIVE THEATRE**

17. CLAUSE 4 OF THE FORMER AGREEMENT—REMUNERATION

Substitute the following for sub-clause (1) (a) and (d)

“(a) Full-time employees	Monthly
	R
Grade G	1 601,00
Grade H	1 296,00
Grade I	1 053,00
Grade J	883,00
Grade K	791,00
Grade L	574,00
Grade M:	
During the first three months	537,00
Thereafter	555,00”

“(d) *Per-performance employees*: A per-performance employee shall be paid as follows for each performance of three and a half hours or less:

	R
Coffee counterhand	18,00
Usher or doorman	18,00
Programme seller	20,00
Dresser	20,00
Barman	25,00
Cashier	25,00”

18. CLAUSE 7 OF THE FORMER AGREEMENT—PUBLIC HOLIDAYS AND SUNDAYS

Substitute the following for sub-clause (1) (c):

“(c) If an employee works on a public holiday which falls on a normal working day his employer shall pay him, in addition to a days' wage, for all normal hours worked at his ordinary rate of pay. Hours worked in excess of his normal hours shall be paid at overtime rates.”.

**CHAPTER 4
VIDEO LIBRARIES**

19. CLAUSE 4 OF THE FORMER AGREEMENT—REMUNERATION

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

“(1) (a) The minimum wage which shall be paid to and accepted by an employee of the undermentioned classes shall be as set out hereunder:

(i) *Full-time employees*

	For the period ending 31 March 1994	
	Per week	Per month
	R	R
General worker	126,93	550,00
Manager Grade A	380,80	1 650,00
Manager Grade B	253,87	1 100,00

16. KLOUSULE 6 VAN DIE VORIGE OOREENKOMS—WERKURE, OORTYD EN BETALING VIR OORTYDWERK EN POUSES

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

“(b) 'n deeltydse werknemer:

(i) 30 in 'n week: met dien verstande dat so 'n deeltydse werknemer gedurende skoolvakansies toegelaat word om 45 gewone ure per week te werk;”.

(2) Skrap subklousule (2).

**HOOFSTUK 3
LEWENDE TEATER**

17. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS—BESOLDIGING

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

“(a) Voltydse werknemers	Maandeliks
	R
Graad G	1 601,00
Graad H	1 296,00
Graad I	1 053,00
Graad J	883,00
Graad K	791,00
Graad L	574,00
Graad M:	
Gedurende die eerste drie maande	537,00
Daarna	555,00”

“(d) *Per-vertoning-werknemers*: 'n Per-vertoning-werknemer moet vir elke vertoning van drie en 'n half uur of minder soos volg betaal word:

	R
Koffietoonbankbediener	18,00
Plekaanwyser of deurwag	18,00
Programverkoper	20,00
Aantrekker	20,00
Kroegman	25,00
Kassier	25,00”

18. KLOUSULE 7 VAN DIE VORIGE OOREENKOMS—OPENBARE VAKANSIEDAE EN SONDAE

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

“(c) Indien 'n werknemer werk op 'n openbare vakansiedag wat op 'n gewone werkdag val, moet sy werkgever hom, bo en behalwe 'n dag se loon, vir alle gewone ure wat hy gewerk het, teen sy gewone loontarief betaal. Vir ure wat hy langer as sy gewone ure gewerk het, moet hy teen oortydtarieue betaal word.”.

**HOOFSTUK 4
VIDEOTEKE**

19. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS—BESOLDIGING

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

“(1) (a) Die minimum loon wat betaal moet word aan en aanvaar moet word deur 'n werknemer van ondergenoemde klasse, is soos hieronder uiteengesit:

(i) *Voltydse werknemers*

	Vir die tydperk eindigende 31 Maart 1994	
	Per week	Per maand
	R	R
Algemene werker	126,93	550,00
Bestuurder graad A	380,80	1 650,00
Bestuurder graad B	253,87	1 100,00

(i) Full-time employees

	For the period ending 31 March 1994	
	Per week	Per month
	R	R
Shop assistant:		
First year of experience	177,71	770,00
Thereafter	203,23	880,00

(ii) Part-time employees

	For the period ending 31 March 1994	
	Per week	Per month
	R	R
General worker	83,78	363,00
Manager Grade A	251,33	1 089,00
Manager Grade B	167,55	726,00
Shop assistant:		
First year of experience	117,29	508,20
Thereafter	134,13	580,80

(iii) Casual employees

	For the period ending 31 March 1994	
	Per hour	Minimum 4-hour period
	R	R
General worker	3,68	14,72
Manager Grade A	11,03	44,12
Manager Grade B	7,36	29,44
Shop assistant:		
First year of experience	5,15	20,60
Thereafter	6,67	26,68"

(2) Insert the following new subclause (1) (c):

"4 (1) (c) 'Part-time employee' means an employee who is employed on a 30-hour per week basis and is paid for 30 ordinary hours per week, whether he works 30 ordinary hours or not. Time worked on a Sunday shall be treated as ordinary time worked, provided that the employee is granted a day off within seven days, in terms of clause 7 (1)."

CHAPTER 5

20. CLAUSE 3 OF THE FORMER AGREEMENT –
DEFINITIONS

Substitute the following for subclause (5):

"(5) 'Clerk Grade I/II' means an employee engaged in a film distribution establishment who is engaged in any one or more of the following activities;

- (a) Writing;
- (b) typing;
- (c) filing and any other form of clerical work, and includes a telephone switchboard operator;
- (d) hiring out and/or distributing of films and/or cassettes and/or equipment relating thereto;
- (e) taking cash;"

21. CLAUSE 4 OF THE FORMER AGREEMENT –
REMUNERATION

Substitute the following for subclause (4):

"(1) The minimum wage which an employer shall pay an employee shall be as set out hereunder:

(i) Voltydse werknemers

	Vir die tydperk eindigende 31 Maart 1994	
	Per week	Per maand
	R	R
Winkelassistent:		
Eerste jaar ondervinding	177,71	770,00
Daarna	203,23	880,00

(ii) Deeltydse werknemers

	Vir die tydperk eindigende 31 Maart 1994	
	Per week	Per maand
	R	R
Algemene werker	83,78	363,00
Bestuurder graad A	251,33	1 089,00
Bestuurder graad B	167,55	726,00
Winkelassistent:		
Eerste jaar ondervinding	117,29	508,20
Daarna	134,13	580,80

(iii) Los werknemers

	Vir die tydperk eindigende 31 Maart 1994	
	Per uur	Minimum periode van 4 uur
	R	R
Algemene werker	3,68	14,72
Bestuurder graad A	11,03	44,12
Bestuurder graad B	7,36	29,44
Winkelassistent:		
Eerste jaar ondervinding	5,15	20,60
Daarna	6,67	26,68"

(2) Voeg die volgende nuwe subklousule (1) (c) in:

"4 (1) (c) 'Deeltydse werknemer' beteken 'n werknemer wat in diens is op 'n grondslag van 30 uur per week en wat vir 30 gewone ure per week betaal word, hetsy hy 30 gewone ure werk of nie. Tyd gewerk op 'n Sondag word as gewone werktid behandel, mits die werknemer binne sewe dae ingevolge klousule 7 (1) 'n dag verlof toegestaan word."

HOOFSTUK 5

20. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS –
WOORDOMSKRYWING

Vervang subklousule (5) deur die volgende:

"(5) 'Klerk graad I/II' beteken 'n werknemer in diens in 'n rolprentverspreidingsbedryfsinrigting wat een of meer van die volgende werksaamhede verrig:

- (a) Skryfwerk;
- (b) tikwerk;
- (c) liasseerwerk en enige ander vorm van klerklike werk, en omvat 'n skakelbordoperateur;
- (d) rolprente en/of kassette en/of uitrusting in verband daarmee uithuur en/of versprei;
- (e) kontant in ontvangs neem;"

21. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS –
BESOLDIGING

Vervang subklousule (1) deur die volgende:

"(1) Die minimum loon wat 'n werkgewer aan 'n werknemer moet betaal, is soos hieronder uiteengesit:

Employees' grades	Full-time	Werknemergrade	Voltyds
	Per month		Per maand
	R		R
Grade 1 employees		Werknemers graad 1	
Artisan.....	1 675,00	Ambagsman.....	1 675,00
Cinematograph machine and sound technician.....		Rolprentmasjien- en klanktegnikus.....	
Grade 2 employees		Werknemers graad 2	
Storeman-supervisor.....	1 550,00	Magasynman-toesighouers.....	1 550,00
Grade 3 employees		Werknemers graad 3	
Clerk Grade I.....	1 400,00	Klerk graad I.....	1 400,00
Film despatcher-supervisor.....		Rolprentversender-toesighouer.....	
Traveller.....		Reisiger.....	
Grade 4 employees		Werknemers graad 4	
Clerk Grade II.....	1 200,00	Klerk graad II.....	1 200,00
Continuity employee.....		Kontinuiteitswerknemer.....	
Film despatcher.....		Rolprentversender.....	
Film repairer/revisor supervisor.....		Rolprenthersteller-hersiener-toesighouer.....	
Handyman.....		Faktotum.....	
Projectionist.....		Projekteerder.....	
Grade 5 employees		Werknemers graad 5	
Driver heavy vehicle (3 500 kg or more).....	1 100,00	Drywer swaar voertuig (3 500 kg of meer).....	1 100,00
Motion picture film editor.....		Rolprentfilmsamsteller.....	
Grade 6 employees		Werknemers graad 6	
Driver light motor vehicle (under 3 500 kg).....	1 000,00	Drywer ligte motorvoertuig (onder 3 500 kg) ...	1 000,00
Security guard.....		Sekuriteitswag.....	
Storeman's assistant.....		Magasynman-assistent.....	
Grade 7 employees		Werknemers graad 7	
Artisan's assistant.....	900,00	Ambagsman se assistent.....	900,00
Film recorder.....		Rolprentopnemer.....	
Messenger.....		Bode.....	
Grade 8 employees		Werknemers graad 8	
Cinema assistant.....	850,00	Bioskoopassistent.....	850,00
Film repairer/revisor.....		Rolprenthersteller-hersiener.....	
Grade 9 employees		Werknemers graad 9	
General worker.....	800,00"	Algemene werker.....	800,00"
Packer-wrapper.....		Verpakker-toedraaier.....	
Puller.....		Vervanger.....	
Watchman.....		Wag.....	

Signed at Johannesburg, on behalf of the parties, this 29th day of September 1992.

G. COUVARAS,
Chairman of the Council.

E. SIEW,
Vice-Chairman of the Council.

L. G. NELL,
Secretary of the Council.

Namens die partye op hede die 29ste dag van September 1992 te Johannesburg onderteken.

G. COUVARAS,
Voorsitter van die Raad.

E. SIEW,
Ondervoorsitter van die Raad.

L. G. NELL,
Sekretaris van die Raad.

DEPARTMENT OF ENVIRONMENT AFFAIRS

No. R. 101

22 January 1993

CORRECTION NOTICE SEA FISHERY ACT, 1988 (ACT No. 12 OF 1988)

Government Notice No. R. 5 of 8 January 1993 is hereby corrected by the substitution in the English text of subparagraph A of paragraph 1 of Schedule A for the following subparagraph:

"A. Seaworthy S.A. registered fishing boats (excluding steel-hulled boats):

Alongside guays, breakwaters or departmental moorings

Per full metre of total boat length up to 15 m

Per full metre total boat length exceeding 15 m.....

Per
day

R0,50

R0,70

Per
month

R5,00

R7,00

Per
annum

R15,00

R24,00"

"A. Seaworthy S.A. registered fishing boats (excluding steel-hulled boats):

Alongside guays, breakwaters or departmental moorings

Per full metre of total boat length up to 15 m

Per full metre total boat length exceeding 15 m.....

Per
day

R0,50

R0,70

Per
month

R5,00

R7,00

Per
annum

R15,00

R24,00"

DEPARTEMENT VAN OMGEWING- SAKE

No. R. 101

22 Januarie 1993

REGSTELLINGSKENNISGEWING WET OP SEEVISSERY, 1988 (WET No. 12 VAN 1988)

Goewermentskennisgewing No. R. 5 van 8 Januarie 1993 word hierby reggestel deur in die Engelse teks subparagraaf A van paragraaf 1 van Bylae A met die volgende subparagraaf te vervang:

"A. Seaworthy S.A. registered fishing boats (excluding steel-hulled boats):

Alongside guays, breakwaters or departmental moorings

Per full metre of total boat length up to 15 m

Per full metre total boat length exceeding 15 m.....

Per
day

R0,50

R0,70

Per
month

R5,00

R7,00

Per
annum

R15,00

R24,00"

"A. Seaworthy S.A. registered fishing boats (excluding steel-hulled boats):

Alongside guays, breakwaters or departmental moorings

Per full metre of total boat length up to 15 m

Per full metre total boat length exceeding 15 m.....

Per
day

R0,50

R0,70

Per
month

R5,00

R7,00

Per
annum

R15,00

R24,00"

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 106

22 January 1993

THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

NOTICE REGARDING THE ANNUAL FEES PAYABLE TO THE COUNCIL

I, Elizabeth Hendrina Venter, Minister of National Health, hereby fix, in terms of section 49 of the Dental Technicians Act, 1979 (Act No. 19 of 1979), and on the recommendation of the South African Dental Technicians Council (hereinafter referred to as the Council), the fees set out in the Schedule as the fees to be paid to the Council by every dentist and every dental technician.

E. H. VENTER,
Minister of National Health.

SCHEDULE

Annual fees payable by dentists

1. A dentist who, in terms of section 17 (3) of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974)—

(a) is registered shall pay to the Council an amount of R55,00 as an annual fee for the period 1 January to 31 December of each year; or

(b) is registered during such period shall pay to the Council an amount of R27,50 as an annual fee in respect of the unexpired portion of that year.

Annual fees payable by dental technicians

2. Any person who, in terms of section 18 of the Dental Technicians Act, 1979 (Act No. 19 of 1979)—

(a) is registered shall pay to the Council an amount of R165,00 as an annual fee for the period 1 January to 31 December of each year; or

(b) is registered during such period shall pay to the Council an amount of R82,50 as an annual fee in respect of the unexpired portion of that year.

Liability

3. The annual fees referred to in—

(a) paragraphs 1 (a) and 2 (a) shall be due on 1 January of the year concerned and shall be payable not later than 31 March of that year; and

(b) paragraphs 1 (b) and 2 (b) shall be due on the day of the registration concerned and shall be payable on or before the last day of the third month following that day, or on 31 December of that year, whichever date is the earlier.

Value Added Tax

4. All fees referred to in this notice shall include 10% Value Added Tax.

Withdrawal

5. Government Notice No. R. 3157 of 27 December 1991 is hereby withdrawn.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 106

22 Januarie 1993

DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI KENNISGEWING BETREFFENDE DIE JAARLIKSE GELDE BETAALBAAR AAN DIE RAAD

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid, stel hierby kragtens artikel 49 van die Wet op Tandtegnici, 1979 (Wet No. 19 van 1979), op aanbeveling van die Suid-Afrikaanse Raad vir Tandtegnici (hieronder die Raad genoem), die gelde in die Bylae uiteengesit, vas as die gelde wat deur elke tandarts en elke tandtegnikus aan die Raad betaal moet word.

E. H. VENTER,
Minister van Nasionale Gesondheid.

BYLAE

Jaarlikse gelde betaalbaar deur tandartse

1. 'n Tandarts wat kragtens artikel 17 (3) van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet No. 56 van 1974)—

(a) geregistreer is, betaal aan die Raad 'n bedrag van R55,00 as jaarlikse gelde vir die tydperk 1 Januarie tot 31 Desember van elke jaar; of

(b) gedurende genoemde tydperk geregistreer word, betaal aan die Raad 'n bedrag van R27,50 as jaarlikse gelde ten opsigte van die onverstreke gedeelte van daardie jaar.

Jaarlikse gelde betaalbaar deur tandtegnici

2. Iemand wat kragtens artikel 18 van die Wet op Tandtegnici, 1979 (Wet No. 19 van 1979)—

(a) geregistreer is, betaal aan die Raad 'n bedrag van R165,00 as jaarlikse gelde vir die tydperk 1 Januarie tot 31 Desember van elke jaar; of

(b) gedurende genoemde tydperk geregistreer word, betaal aan die Raad 'n bedrag van R82,50 as jaarlikse gelde ten opsigte van die onverstreke gedeelte van daardie jaar.

Aanspreeklikheid

3. Die jaarlikse gelde bedoel in—

(a) paragrafe 1 (a) en 2 (a), is verskuldig op 1 Januarie van die betrokke jaar en is betaalbaar nie later nie as 31 Maart van daardie jaar; en

(b) paragrafe 1 (b) en 2 (b), is verskuldig op die dag van die betrokke registrasie en is betaalbaar voor of op die laaste dag van die derde maand wat op daardie dag volg, of op 31 Desember van daardie jaar, welke datum ook al die vroegste is.

Belasting op Toegevoegde Waarde

4. Alle gelde in hierdie kennisgewing bedoel, sluit 10% Belasting op Toegevoegde Waarde in.

Herroeping

5. Goewermentskennisgewing No. R. 3157 van 27 Desember 1991 word hierby herroep.

No. R. 107 22 January 1993**THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL****REGULATIONS RELATING TO THE REGISTRATION OF DENTAL LABORATORIES AND RELATED MATTERS: AMENDMENT**

The Minister of National Health has, in terms of section 50 of the Dental Technicians Act, 1979 (Act No. 19 of 1979), on the recommendation of the South African Dental Technicians Council, made the regulations contained in the Schedule hereto.

SCHEDULE**Definition**

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 308 of 26 February 1982, as amended by Government Notices Nos. R. 1808 of 27 August 1982, R. 196 of 4 February 1983, R. 284 of 15 February 1985, R. 854 of 9 May 1986, R. 668 of 3 April 1987, R. 2440 of 2 December 1988, R. 2914 of 14 December 1990 and R. 3156 of 27 December 1991.

Substitution of regulation 11 of the Regulations

2. The following regulation is hereby substituted for regulation 11 of the Regulations:

"REGISTRATION FEES

11. (1) The registration fees for the registration of a dental laboratory under section 30 of the Act shall be R1 100.

(2) The registration fees referred to in subregulation (1) shall include 10% Value Added Tax."

Substitution of regulation 12 of the Regulations

3. The following regulation is hereby substituted for regulation 12 of the Regulations:

"ANNUAL FEES

12. (1) Every owner/partner of a dental laboratory shall pay to the council an amount of R506 as an annual fee for the period 1 January to 31 December of each year or part thereof.

(2) The amount referred to in subregulation (1) shall be due on 1 January of the year concerned and shall be payable not later than 31 March of that year.

(3) The amount referred to in subregulation (1) shall include 10% Value Added Tax."

No. R. 108 22 January 1993**FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT No. 54 OF 1972)****REGULATIONS RELATING TO HERBS AND SPICES**

The Minister of National Health intends, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), to make the regulations contained in the Schedule hereto.

No. R. 107 22 Januarie 1993**DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI
REGULASIES BETREFFENDE DIE REGISTRASIE
VAN LABORATORIUMS VIR TANDKUNDIGE WERK
EN AANVERWANTE AANGELEENTHEDE: WYSIGING**

Die Minister van Nasionale Gesondheid het kragtens artikel 50 van die Wet op Tandtegnici, 1979 (Wet No. 19 van 1979), op aanbeveling van die Suid-Afrikaanse Raad vir Tandtegnici, die regulasies vervat in die Bylae hiervan, uitgevaardig.

BYLAE**Woordomskeywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 308 van 26 Februarie 1982, soos gewysig by Goewermentskennisgewings Nos. R. 1808 van 27 Augustus 1982, R. 196 van 4 Februarie 1983, R. 284 van 15 Februarie 1985, R. 854 van 9 Mei 1986, R. 668 van 3 April 1987, R. 2440 van 2 Desember 1988, R. 2914 van 14 Desember 1990 en R. 3156 van 27 Desember 1991.

Vervanging van regulasie 11 van die Regulasies

2. Regulasie 11 van die Regulasies word hierby deur die volgende regulasie vervang:

"REGISTRASIEGELDE

11. (1) Die registrasiegelde vir die registrasie van 'n laboratorium vir tandkundige werk ingevolge artikel 30 van die Wet is R1 100.

(2) Die registrasiegelde in subregulasie (1) bedoel, sluit 10% Belasting op Toegevoegde Waarde in."

Vervanging van regulasie 12 van die Regulasies

3. Regulasie 12 van die Regulasies word hierby deur die volgende regulasie vervang:

"JAARLIKSE GELDE

12. (1) Elke eienaar/vennoot van 'n laboratorium vir tandkundige werk betaal aan die raad 'n bedrag van R506 as jaarlikse gelde vir die tydperk 1 Januarie tot 31 Desember van elke jaar of gedeelte daarvan.

(2) Die bedrag in subregulasie (1) bedoel, is verskuldig op 1 Januarie van die betrokke jaar en is betaalbaar nie later nie as 31 Maart van daardie jaar.

(3) Die bedrag in subregulasie (1) bedoel, sluit 10% Belasting op Toegevoegde Waarde in."

No. R. 108 22 Januarie 1993**WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET No. 54 VAN 1972)****REGULASIES BETREFFENDE KRUIE EN SPESERYE**

Die Minister van Nasionale Gesondheid is voornemens om kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies vervat in die Bylae hiervan uit te vaardig.

Interested persons are invited to submit any substantiated comments on the proposed regulations or representations they wish to make in regard thereto to the Director-General of National Health and Population Development, Private Bag X828, Pretoria, 0001 (for the attention of the Director of Foodstuffs, Cosmetics, Disinfectants and Hazardous Substances).

SCHEDULE

Definitions

1. In these regulations "the Act" means the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), and any expression to which a meaning has been assigned in the Act shall bear such meaning and, unless inconsistent with the context—

"Annex" means an annex to these regulations.

2. (1) For the purposes of section 2 (1) (b) (i) of the Act, in so far as it applies and is applied to the foodstuffs listed in Annex A or a mixture thereof, with or without the addition of other foodstuffs, such foodstuffs shall be deemed to be contaminated, impure or decayed, or harmful or injurious to human health if—

(a) such foodstuffs contain—

(i) the following bacteria in a sample of 20 grams of the foodstuff:

Bacillus cereus.

Clostridium perfringens.

Escherichia coli.

Staphylococcus aureus.

Salmonella.

(ii) more than the following number of micro-organisms when tested in accordance with the standard test methods for the assay of micro-organisms listed in Annex B:

Total aerobic bacteria— $10^6/1$ g of the product.

Yeasts and moulds— $10^4/1$ g of the product.

Coliforms— $10^2/1$ g of the product.

(b) the percentage purity of such foodstuffs is less than 98 per cent in the case of bay leaves, coriander, cumin, fennel, rosemary, saffron, sage, tarragon and thyme, and less than 99 per cent in the case of all other herbs and spices listed in Annex A;

(c) live insects are present in any sample;

(d) any sample contains 5 per cent or more insect damage;

(e) any sample contains more than 5 per cent of mouldy products.

3. The analysis or examination of a foodstuff referred to in regulation 2 for determining the presence of bacteria or micro-organisms listed in column 1 of Annex B shall take place in accordance with the method listed opposite thereto in column 2 of Annex B.

Belanghebbendes word versoek om binne drie maande na die datum van publikasie van hierdie kennisgewing gemotiveerde kommentaar oor of verhoë in verband met die voorgestelde regulasies in te dien by die Direkteur-generaal: Nasionale Gesondheid en Bevolkingsontwikkeling, Privaat Sak X828, Pretoria, 0001 (vir die aandag van die Direkteur: Voedsel, Kosmetika, Ontsmettingsmiddels en Gevaarhoudende Stowwe).

BYLAE

Woordskrywing

1. In hierdie regulasies beteken "die Wet" die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), en het 'n uitdrukking waaraan 'n betekenis in die Wet toegeken is, daardie betekenis, en, tensy uit die samehang anders blyk, beteken—

"Aanhangsel" 'n aanhangsel van hierdie regulasies.

2. (1) Vir die doeleindes van artikel 2 (1) (b) (i) van die Wet, in soverre dit toegepas word en van toepassing is op die voedingsmiddels gelys in Aanhangsel A of 'n mengsel daarvan, met of sonder die byvoeging van ander voedingsmiddels, word sodanige voedingsmiddels geag besmet, onsuiver of bederf of vir die menslike gesondheid skadelik of nadelig te wees indien—

(a) sodanige voedingsmiddels—

(i) die volgende bakterieë in 'n monster van 20 gram van die voedingsmiddel bevat:

Bacillus cereus.

Clostridium perfringens.

Escherichia coli.

Staphylococcus aureus.

Salmonella.

(ii) meer as die volgende aantal mikro-organismes bevat wanneer dit getoets word volgens die standaard toetsmetodes vir die essaiëring van mikro-organismes, in Aanhangsel B gelys:

Totale aërobiese bakterieë— $10^6/1$ g van die produk.

Gisstowwe en skimmel— $10^4/1$ g van die produk.

Kolivormige organismes— $10^2/1$ g van die produk.

(b) die persentasie suiwerheid van sodanige voedingsmiddels minder as 98 persent is in die geval van dragon, koljander, komyn, lourierblare, roosmaryn, saffraan, salie, tiemie en vinkel, en minder as 99 persent is in die geval van alle ander kruie of speserye in Aanhangsel A gelys;

(c) lewende insekte in enige monster teenwoordig is;

(d) enige monster 5 persent of meer insekbeskadiging bevat;

(e) enige monster meer as 5 persent gemufte produkte bevat.

3. Die ontleding of ondersoek van 'n voedingsmiddel bedoel in regulasie 2 om die teenwoordigheid te bepaal van bakterieë of mikro-organismes in kolom 1 van Aanhangsel B gelys, moet plaasvind ooreenkomstig die metode daarteenoor in kolom 2 van Aanhangsel B gelys.

Withdrawal of regulations

4. Regulations 20, 20bis, 21, 22, 23 and 24 of the regulations promulgated under the repealed Food, Drugs and Disinfectants Act, 1929 (Act No. 13 of 1929), and published under Government Notice 575 of 28 March 1930, as amended, are hereby withdrawn.

Commencement

5. These regulations shall come into operation on a date six months from the date of publication of these regulations.

Herroeping van regulasies

4. Regulasies 20, 20bis, 21, 22, 23 en 24 van die regulasies uitgevaardig kragtens die herroepe Wet op Voedingsmiddels, Medisyne en Ontsmettingsmiddels, 1929 (Wet No. 13 van 1929), en gepubliseer by Goewermentskennisgewing 575 van 28 Maart 1930, soos gewysig, word hierby herroep.

Inwerkingtreding

5. Hierdie regulasies tree in werking op 'n datum ses maande na die datum van publikasie van hierdie regulasies.

ANNEX A

Herb/spice	Botanical name
Allspice	<i>Pimenta dioica</i> .
Aniseed	<i>Pimenta officinalis</i> (Berg).
Anise star	<i>Pimpinella anisum</i> L.
Bay leaf	<i>Illicium verum</i> L.
Caraway	<i>Laurus nobilis</i> L.
Cardamom	<i>Carum carvi</i> L.
Cassia	<i>Elettaria cardamomum</i> (Maton)
	<i>Cinnamomum burmanii</i> L.
	<i>Cinnamomum cassia</i> L.
	<i>Cinnamomum loureirii</i> (Nees).
	<i>Cinnamomum zeylanicum</i> (Nees).
Cayenne pepper (chilli)	<i>Capsicum annum</i> L.
	<i>Capsicum baccatum</i> L.
	<i>Capsicum frutescens</i> L. and others.
Celery (seed)	<i>Apium graveolens</i> L.
Chervil	<i>Anthriscus cerefolium</i> (Hoffm.).
Chives	<i>Allium schoenoprasum</i> L.
Cinnamon	See cassia
Cloves	<i>Eugenia caryophyllus</i> .
	<i>Caryophyllus aromaticus</i> L.
Coriander	<i>Coriandrum sativum</i> L.
Cumin	<i>Cuminum cyminum</i> L.
Dill seed	<i>Anethum graveolens</i> L.
Fennel	<i>Foeniculum vulgare</i> (Miller).
Fenugreek	<i>Trigonella foenumgraecum</i> L.
Garlic	<i>Allium sativum</i> L.
Ginger	<i>Zingiber officinale</i> L.
Horse radish	<i>Cochlearia armoracia</i> L.
Mace (seed coat)	<i>Myristica fragrans</i> (Houtt.)
Marjoram (motherwort)	<i>Majora hortensis</i>
	<i>Origanum</i> spp.
	<i>origanum majorana</i> L.
	<i>Origanum nitex</i> .
Mustard (black)	<i>Brassica juncea</i> L.
Mustard (white)	<i>Brassica nigra</i> L.
	<i>Brassica hirta</i>
	<i>Sinapis alba</i> L.
Nutmeg (limed or unlimed)	<i>Myristica fragrans</i> (Houtt.).
Onion	<i>Allium cepa</i> L.
Origanum	<i>Origanum vulgare</i> L.
Paprika	<i>Capsicum annum</i> L.
	<i>Capsicum fragrans</i> L.
	<i>Capsicum frutescens</i> L.
Parsley	<i>Petroselinum carum</i>
	<i>Petroselinum crispum</i> (Hoffm.).
Pepper (black)	<i>Piper nigrum</i> L.
Pepper (white)	<i>Piper nigrum</i> L.
Peppermint (mint)	<i>Mentha piperita</i> L.
Poppy seed	<i>Papaver somniferum</i> L.
Rosemary	<i>Rosmarinus officinalis</i> L.
Saffron	<i>Crocus sativus</i> L.
Sage	<i>Salvia officinalis</i> L.
Savory	<i>Satureia hortensis</i> L.
	<i>Satureia montana</i>

Herb/spice	Botanical name
Sesame	<i>Sesamum indicum</i> L.
Shallot.....	<i>Allium ascalonicum</i>
Spearmint	<i>Mentha spicata</i> L.
	<i>Mentha viridis</i>
Sweet basil	<i>Ocimum basilicum</i> L.
Tarragon	<i>Artemisia dracunculus</i> L.
Thyme.....	<i>Thymus vulgaris</i> L.
Turmeric	<i>Curcuma longa</i> L.

ANNEX B

MICROBIOLOGICAL METHODS

COLUMN 1	COLUMN 2
Micro-organisms	Standard test method
<i>Bacillus cereus</i>	ISO Test Method 7932 (1987)*.
Viable <i>Clostridium perfringens</i>	S.A.B.S. Method 762.
Coliforms	S.A.B.S. Method 757.
<i>Escherichia coli</i>	S.A.B.S. Method 758.
Viable <i>Salmonella</i>	S.A.B.S. Method 759.
Total plate count (total aerobic bacteria)	S.A.B.S. Method 756.
<i>Staphylococcus aureus</i>	S.A.B.S. Method 760.
Yeast and mould count	As per total plate count but use malt extract agar.

* Microbiology—General guidelines for enumeration of *Bacillus cereus*/colony count technique at 30 °C.

AANHANGSEL A

Krui/spesery	Botaniese naam
Anys.....	<i>Pimpinella anisum</i> L.
	<i>Illicium verum</i> L.
Borrie (kurkumawortel)	<i>Curcuma longa</i> L.
Dillesaad.....	<i>Anethum graveolens</i> L.
Dragon.....	<i>Artemisia dracunculus</i> L.
Fenegriek (Griekse hool)	<i>Trigonella foenum-graecum</i> L.
Foelie.....	<i>Myristica fragrans</i> (Houtt.)
Gemmer.....	<i>Zingiber officinale</i> L.
Groenment (tuinment, kruisement)	<i>Mentha spicata</i> L.
	<i>Mentha viridis</i>
Kaneel	Sien kassia.
Kardemom	<i>Elettaria cardamomum</i> (Maton).
Karwy.....	<i>Carum carvi</i> L.
Kassia (wilde kaneel, seneblare)	<i>Cinnamomum burmanii</i> L.
	<i>Cinnamomum cassia</i> L.
	<i>Cinnamomum loureirii</i> (Nees).
	<i>Cinnamomum zeylanicum</i> (Hoffm.).
	<i>Anthriscus cerefolium</i> (Hoffm.).
Kerwel.....	<i>Allium sativum</i> L.
Knoffel (knoflok).....	<i>Coriandrum sativum</i> L.
Koljander	<i>Cuminum cyminum</i> L.
Komyn	<i>Caryophyllus aromaticus</i> L.
Kruinaeltjie.....	<i>Eugenia caryophyllus</i> .
Lourierblaar	<i>Laurus nobilis</i> L.
Marjolein (moederkruid).....	<i>Majora hortensis</i> .
	<i>Origanum</i> spp.
	<i>Origanum majorana</i> L.
	<i>Origanum nitex</i> .
Mosterd (swart).....	<i>Brassica juncea</i> L.
	<i>Brassica nigra</i> L.
Mostert (wit)	<i>Brassica hirta</i> .
	<i>Sinapis alba</i> L.
Neutmuskaat (gekalk of ongeekalk).....	<i>Myristica fragrans</i> (Houtt.).
Papawersaad.....	<i>Papaver somniferum</i> L.
Paprika (rooirissie).....	<i>Capsicum annum</i> L.
	<i>Capsicum fragrans</i> L.
	<i>Capsicum frutescens</i> L.

Krui/spesery	Botaniese naam
Peperment.....	<i>Mentha piperita</i> L.
Peperwortel.....	<i>Cochlearia armoracia</i> L.
Pietersielie.....	<i>Petroselinum carum</i> .
	<i>Petroselinum crispum</i> (Hoffm.)
Rissiepeper (brandrissie).....	<i>Capsicum annuum</i> L.
	<i>Capsicum baccatum</i> L.
	<i>Capsicum frutescens</i> L. en ander
Roosmaryn.....	<i>Rosmarinus officinalis</i> L.
Saffraan.....	<i>Crocus sativus</i> L.
Salie.....	<i>Salvia officinalis</i> L.
Salot.....	<i>Allium ascalonicum</i> .
Selderysaad.....	<i>Apium graveolens</i> L.
Sesam.....	<i>Sesamum indicum</i> L.
Soetkruid (basiliekruid).....	<i>Ocimum basilicum</i> L.
Steentiemie (bonekruid).....	<i>Satureja hortensis</i> L.
	<i>Satureja montana</i> .
Swartpeper.....	<i>Piper nigrum</i> L.
Tiemie.....	<i>Thymus vulgaris</i> L.
Ui.....	<i>Allium cepa</i> L.
Uiegras (grasui, snylowwe).....	<i>Allium schoenoprasum</i> L.
Vinkel.....	<i>Foeniculum vulgare</i> (Miller).
Wildemoederkruid.....	<i>Origanum vulgare</i> L.
Witpeper.....	<i>Piper nigrum</i> L.
Wonderpeper.....	<i>Pimenta dioica</i> .
	<i>Pimenta officinalis</i> (Berg).

AANHANGSEL B

MIKROBIOLOGIESE METODES

Mikro-organismes	Standaard toetsmetodes
<i>Bacillus cereus</i>	ISO-toetsmetode 7932 (1987)*.
Kiembare <i>Clostridium perfringens</i>	S.A.B.S.-metode 762.
Kolivormige organismes.....	S.A.B.S.-metode 757.
<i>Escherichia coli</i>	S.A.B.S.-metode 758.
Kiembare <i>Salmonella</i>	S.A.B.S.-metode 759.
Totale plaattelling (totale aërobiese bakterieë).....	S.A.B.S.-metode 756.
<i>Staphylococcus aureus</i>	S.A.B.S.-metode 760.
Gis- en skimmeltelling.....	Soos per totale plaattelling maar gebruik moutekstrak-agar.

* Mikrobiologie—Algemene rigsgoer vir telling van *Bacillus cereus*/kolonietellingtegniek teen 30 °C.

MINISTRY FOR PUBLIC ENTERPRISES

No. R. 81

22 January 1993

TRANSNET PENSION FUND RULES

I, Dawid Jacobus de Villiers, Minister for Public Enterprises, under section 5 (2) of the Transnet Pension Fund Act, 1990 (Act No. 62 of 1990), hereby publish with the concurrence of the Minister of Finance as is required by that section, amendments to the Transnet Pension Fund Rules.

D. J. DE VILLIERS,

Minister for Public Enterprises.

MINISTERIE VIR OPENBARE ONDER-
NEMINGS

No. R. 81

22 Januarie 1993

TRANSNET-PENSIOENFONDSSTATUTE

Ek, Dawid Jacobus de Villiers, Minister vir Openbare Ondernemings, handelend kragtens artikel 5 (2) van die Transnet-Pensioenfondswet, 1990 (Wet No. 62 van 1990), publiseer hierby, met die instemming van die Minister van Finansies soos deur daardie artikel vereis, wysigings in die Transnet-Pensioenfondsstatute.

D. J. DE VILLIERS,

Minister vir Openbare Ondernemings.

AMENDMENT OF THE TRANSNET PENSION FUND RULES ORIGINALLY PUBLISHED IN GOVERNMENT GAZETTE No. 12772 OF 5 OCTOBER 1990

AMENDMENT OF RULE 1

Rule 1

Insert the following new subparagraph (4) after subparagraph (3) of Rule 1 with effect from 26 February 1992:

"(4) If, in these Rules reference is made to a provision in the Consolidated Service Conditions which is or cannot be applicable to a member's case, such reference shall have reference to a provision in the service conditions which is applicable on a member and which, in the opinion of the Manager of the Fund, is relevant".

AMENDMENT OF RULE 12

Rule 12

Rule 12 (4) (g): Delete the word "and" after the word "Fund" with effect from 26 February 1992.

Rule 12 (4) (h): Insert a semi-colon as well as the word "and" after the word "Investment Committee" with effect from 26 February 1992.

Rule 12 (4) (i): Insert the following new subparagraph after subparagraph (h): "to act as Chairman of the Executive Committee" with effect from 26 February 1992.

AMENDMENT OF RULE 32 (12A)

Substitute Rule 32 (12A) by the following new Rule 32 (12A) with effect from 1 December 1991:

REDUNDANCY

32. (12A) (a) If a member of the Fund in temporary or permanent employment is declared redundant and retires the following provisions shall apply:

(i) A member whose age is less than 50 years irrespective of service shall receive a single amount calculated in accordance with a formula as determined by the actuary.

(ii) A member who has contributed to the Fund for a period of 10 years or more and whose age is 50 years or more, and the total of the age and pensionable service is at least 75, shall be entitled to a pension benefit as follows:

(a) A single amount calculated in accordance with a formula as determined by the actuary; or

(b) an annuity and cash sum. The gratuity shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 60, provided however such pension benefit shall be reduced by

WYSIGINGS IN DIE TRANSNET-PENSIOENFONDS-STATUTE OORSPRONKLIK GEPUBLISEER IN STAATSKOERANT No. 12772 VAN 5 OKTOBER 1990

WYSIGING VAN STATUUT 1

Statuut 1

Voeg die volgende subparagraaf (4) in na subparagraaf (3) van Statuut 1 met inwerkingtreding van 26 Februarie 1992:

"(4) Indien daar in hierdie Statute na 'n bepaling van die Gekonsolideerde Diensvoorwaardes verwys word wat nie op 'n lid se geval van toepassing is of kan wees nie, word sodanige verwysing uitgelê as 'n verwysing na 'n bepaling in die diensvoorwaardes wat op 'n lid van toepassing is, wat na die oordeel van die Bestuurder van die Fonds, toepaslik is".

WYSIGING VAN STATUUT 12

Statuut 12

Statuut 12 (4) (g): Skrap die woord "en" na die woord "administreer" met inwerkingtreding van 26 Februarie 1992.

Statuut 12 (4) (h): Voeg in 'n kommapunt en die woord "en" na die woord "voer" met inwerkingtreding van 26 Februarie 1992.

Statuut 12 (4) (i): Voeg in die volgende nuwe subparagraaf na subparagraaf (h): "op te tree as Voorsitter van die Uitvoerende Komitee" met inwerkingtreding van 26 Februarie 1992.

WYSIGING VAN STATUUT 32 (12A)

Vervang Statuut 32 (12A) deur die volgende nuwe Statuut 32 (12A) met inwerkingtreding van 1 Desember 1991:

BOTALLIGHEID

32. (12A) (a) Indien 'n lid van die Fonds in tydelike of vaste diens botallig verklaar word en uit diens tree, geld die volgende bepalings:

(i) 'n Lid wie se ouderdom minder as 50 jaar is, ongeag sy dienstermyn, ontvang 'n eenmalige bedrag bereken volgens 'n formule wat deur die aktuaris opgestel word.

(ii) 'n Lid wat vir 'n tydperk van 10 jaar of meer tot die Fonds bygedra het, wie se ouderdom 50 jaar of hoër is en die som van sy ouderdom en pensioengewende diens ten minste 75 is, is op die volgende pensioenvoordeel geregtig:

(a) 'n Eenmalige bedrag bereken volgens 'n formule wat deur die Aktuaris opgestel word; of

(b) 'n jaargeld en kontantbedrag. Die jaargeld word bereken as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 60, met dien verstande egter dat sodanige pensioenvoordeel deur 0,3% verminder word vir elke

0,3% for each calendar month in the period between the employee's sixtieth birthday and the actual date of retirement in respect of ordinary personnel who contribute at 7,5% to the Fund. In respect of footplate staff who contribute at 8,5% to the Fund the denominator shall be reduced by 0,3% for each calendar month in the period between the employee's fifty-fifth birthday and the actual date of retirement. A cash sum which shall be calculated by multiplying the pension calculated in terms of subparagraph (a) by the factor of 4 in the case of ordinary personnel and 4,5 in the case of footplate staff.

(iii) A member whose age is 50 years or more but the total of his age and pensionable service is less than 75, shall receive the same benefit referred to in (i).

DEPARTMENT OF TRADE AND INDUSTRY

No. 75

22 January 1993

USURY ACT, 1968 (ACT No. 73 OF 1968)

In accordance with the directions of the Minister of Finance and of Trade and Industry I, Hermanus Hendrikus Jacobus Steyn, Registrar for purposes of the Usury Act, 1968 (Act No. 73 of 1968), determine in terms of the provisions of sections 2 (1), (2) and (3) of the Usury Act, 1968 the annual finance charge rates contained in the Schedule.

H. H. J. STEYN,

Registrar: Usury Act.

SCHEDULE

1. For the purposes of section 2 (1) of the Usury Act, 1968 (Act No. 73 of 1968) (hereinafter in this notice referred to as the Act), the different percentages contemplated in that section shall be 29 per cent in respect of money lending transactions where the total amount of money does not exceed R6 000, and 26 per cent in respect of money lending transactions where the total amount of money exceeds R6 000.

2. For the purposes of section 2 (2) of the Act, the different percentages contemplated in that section shall be 29 per cent in respect of credit transactions of money values of the principal debt not exceeding R6 000, and 26 per cent in respect of credit transactions of money values of the principal debt exceeding R6 000.

3. For purposes of section 2 (3) of the Act, the different percentages contemplated in that section shall be 29 per cent in respect of leasing transactions of money values of the principal debt not exceeding R6 000, and 26 per cent in respect of leasing transactions of money values of the principal debt exceeding R6 000.

4. For the purposes of section 3A (2) (a) of the Act, the other amount contemplated in that section shall be R250 000.

5. For the purposes of section 15 (g) of the Act, the other amount contemplated in that section shall be R500 000.

6. Government Notice No. R 3273 of 4 December 1992 is hereby repealed with effect from 22 January 1993.

7. This notice shall come into operation on 22 January 1993.

kalendermaand in die tydperk tussen die datum van die werknemer se sestigste verjaardag en die eintlike datum van uitdienstreding vir gewone personeel wat teen 7,5% bydra tot die Fonds. Vir voetplaatpersoneel wat teen 8,5% bydra tot die Fonds is die noemer 55 en word die pensioenvoordeel deur 0,3% verminder vir elke kalendermaand in die tydperk tussen die datum van die werknemer se vyf-en-vyftigste verjaardag en die eintlike datum van uitdienstreding. Die kontantsom word bereken deur die jaargeld met 'n faktor van 4 te vermenigvuldig in die geval van gewone personeel en 4,5 in die geval van voetplaatpersoneel.

(iii) 'n Lid wie se ouderdom 50 jaar of hoër is maar die som van sy ouderdom en pensioengewende diens is minder as 75, word die voordeel waarin in (i) verwys word, toegestaan.

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 75

22 Januarie 1993

WOEKERWET, 1968 (WET No. 73 VAN 1968)

Ooreenkomstig die voorskrifte van die Minister van Finansies en van Handel en Nywerheid bepaal ek, Hermanus Hendrikus Jacobus Steyn, Registrateur vir doeleindes van die Woekerwet, 1968 (Wet No. 73 van 1968), kragtens die bepalinge van artikel 2 (1), (2) en (3) van die Woekerwet, 1968, die finansieringskoste-koerse per jaar vervat in die Bylae.

H. H. J. STEYN,

Registrateur: Woekerwet.

BYLAE

1. Vir doeleindes van artikel 2 (1) van die Woekerwet, 1968 (Wet No. 73 van 1968) (hieronder in hierdie kennisgewing die Wet genoem), is die verskillende persentasies 29 persent ten opsigte van geldleningstransaksies van totale bedrae geld wat nie R6 000 oorskry nie, en 26 persent ten opsigte van geldleningstransaksies van totale bedrae geld wat R6 000 oorskry.

2. Vir doeleindes van artikel 2 (2) van die Wet is die verskillende persentasies beoog in daardie artikel 29 persent ten opsigte van krediettransaksies van geldwaardes van die hoofskuld wat nie R6 000 oorskry nie, en 26 persent ten opsigte van krediettransaksies van geldwaardes van die hoofskuld wat R6 000 oorskry.

3. Vir doeleindes van artikel 2 (3) van die Wet is die verskillende persentasies beoog in daardie artikel 29 persent ten opsigte van huurtransaksies van geldwaardes van die hoofskuld wat nie R6 000 oorskry nie, en 26 persent ten opsigte van huurtransaksies van geldwaardes van die hoofskuld wat R6 000 oorskry.

4. Vir doeleindes van artikel 3A (2) (a) van die Wet is die ander bedrag beoog in daardie artikel R250 000.

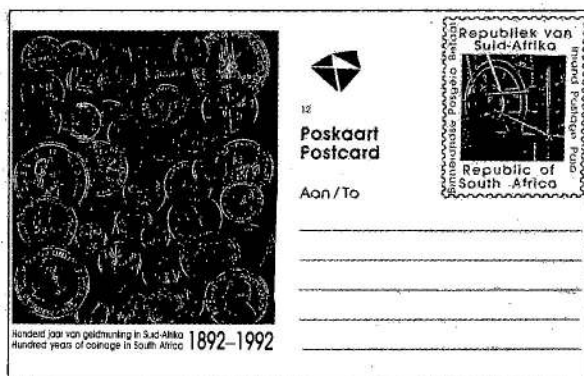
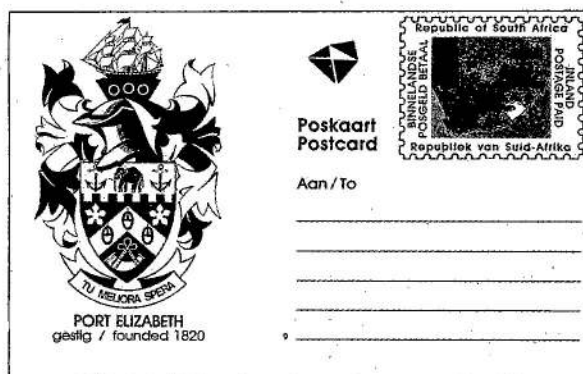
5. Vir doeleindes van artikel 15 (g) van die Wet is die ander bedrag beoog in daardie artikel R500 000.

6. Goewermmentskennisgewing No. R 3273 van 4 Desember 1992 word hierby met ingang van 22 Januarie 1993 herroep.

7. Hierdie kennisgewing tree in werking op 22 Januarie 1993.

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As from 2 January 1992

Vanaf 2 Januari 1992

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