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JUNIE

[No. 6510

PROCLAMATION

*by the State President of the Republic of
South Africa*

No. R. 123, 1979

**AMENDMENT OF THE DESIGNATION OF THE
DEPARTMENT OF PLURAL RELATIONS AND
DEVELOPMENT AND THE SECRETARY FOR
PLURAL RELATIONS AND DEVELOPMENT**

Under the powers vested in me by sections 27 and 27A of the Public Service Act, 1957 (Act 54 of 1957), as amended, I hereby amend, in accordance with the recommendation of the Public Service Commission, the First Schedule and Third Schedule to the said Act with effect from 1 July 1979 by the substitution of the words "Department of Plural Relations and Development" and "Secretary for Plural Relations and Development" for the words "Department of Co-operation and Development" and "Secretary for Co-operation and Development" where they appear in columns I and II, respectively, of the First Schedule and the Third Schedule.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Twenty-eighth day of May, One thousand Nine hundred and Seventy-nine.

B. J. VORSTER, State President.

By Order of the State President-in-Council:

A. L. SCHLEBUSCH.

PROCLAMATIONS

*by the Acting State President of the Republic of
South Africa*

No. R. 124, 1979

WINTER CEREAL SCHEME.—AMENDMENT

Whereas the Minister of Agriculture has, in terms of section 9 (2) (c), read with section 15 (3) of the Marketing Act, 1968 (Act 59 of 1968), accepted the proposed amendment set out in the Schedule hereto,

10383—A

PROKLAMASIE

*van die Staatspresident van die Republiek van
Suid-Afrika*

No. R. 123, 1979

**WYSIGING VAN DIE BENAMING VAN DIE
DEPARTEMENT VAN PLURALE BETREKKINGE
EN ONTWIKKELING EN VAN DIE SEKRETARIS
VAN PLURALE BETREKKINGE EN ONTWIKKE-
LING**

Kragtens die bevoegdheid my verleen by artikels 27 en 27A van die Staatsdienswet, 1957 (Wet 54 van 1957), soos gewysig, wysig ek hierby, ooreenkomstig die aanbeveling van die Staatsdienskommissie, die Eerste Bylae en Derde Bylae by genoemde Wet met ingang van 1 Julie 1979 deur die vervanging van die woorde "Departement van Plurale Betrekkinge en Ontwikkeling" en "Sekretaris van Plurale Betrekkinge en Ontwikkeling" deur die woorde "Departement van Samewerking en Ontwikkeling" en die "Sekretaris van Samewerking en Ontwikkeling" waar hulle onderskeidelik in kolomme I en II van die Eerste Bylae en die Derde Bylae voorkom.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Agt-entwintigste dag van Mei Eenduisend Negehonderd Nege-en-sewentig.

B. J. VORSTER, Staatspresident.

Op las van die Staatspresident-in-rade:

A. L. SCHLEBUSCH.

PROKLAMASIES

*van die Waarnemende Staatspresident van die
Republiek van Suid-Afrika*

No. R. 124, 1979

WINTERGRAANSKEMA.—WYSIGING

Nademaal die Minister van Landbou, kragtens artikel 9 (2) (c), saamgelees met artikel 15 (3) van die Bemerkingswet, 1968 (Wet 59 van 1968), die voorgestelde wysiging in die Bylae hiervan uiteengesit, van die

6510—1

to the Winter Cereal Scheme, published by Proclamation R. 162 of 1974 and has, in terms of section 12 (1) (b) of the said Act, recommended the approval of the said proposed amendment;

Now, therefore, under the powers vested in me by section 14 (1) (a) read with the said section 15 (3) of the said Act, I hereby declare that the said amendment shall come into operation on the date of publication hereof.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Seventh day of June, One thousand Nine hundred and Seventy-nine.

M. VILJOEN, Acting State President.

By Order of the Acting State President-in-Council:

H. S. J. SCHOEMAN.

SCHEDULE

The Winter Cereal Scheme, published by Proclamation R. 162 of 1974, as amended, is hereby further amended by the substitution for subsection (5) of section 36 of the following subsections:

“(5) For the purpose of this section, Walvis Bay is excluded from the Republic.

(6) For the purpose of this section—

(a) ‘dealing in the course of trade’, in relation to winter cereal products, means every act performed in the manufacture of winter cereal products by any person if the winter cereal products so manufactured, or a quantity thereof, is or is intended to be disposed of by that person for any consideration whatsoever; and

(b) ‘Walvis Bay’ means the port and settlement of Walfish Bay mentioned in the Walfish Bay and St John’s River Territories Annexation Act, 1884 (Act 35 of 1884 of the Cape of Good Hope), and includes the territory surrounding it and bounded as described in the said Act.”.

No. R. 125, 1979

CITRUS SCHEME.—AMENDMENT

Whereas the Minister of Agriculture has, in terms of section 9 (2) (c), read with section 15 (3), of the Marketing Act, 1968 (Act 59 of 1968), accepted the proposed amendment set out in the Schedule hereto, to the Citrus Scheme, published by Proclamation R. 2 of 1979, and has in terms of section 12 (1) (b) of the said Act recommended the approval of the said proposed amendment:

Now, therefore, under the powers vested in me by section 14 (1) (a), read with the said section 15 (3), of the said Act, I hereby declare that the said amendment shall come into operation on the date of publication hereof.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town on this Seventh day of June, One thousand Nine hundred and Seventy-nine.

M. VILJOEN, Acting State President.

By Order of the Acting State President-in-Council:

H. S. J. SCHOEMAN.

Wintergraanskema, afgekondig by Proklamasie R. 162 van 1974 aangeneem het, kragtens artikel 12 (1) (b) van genoemde Wet, goedkeuring van die genoemde voorgestelde wysiging aanbeveel het;

So is dit dat ek kragtens die bevoegdheid my verleen by artikel 14 (1) (a) saamgelees met die genoemde artikel 15 (3) van genoemde Wet, hierby verklaar dat die genoemde wysiging op die datum van publikasie hiervan, in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Sewende dag van Junie Eenduisend Negehonderd Nege-en-sewentig.

M. VILJOEN, Waarnemende Staatspresident.

Op las van die Waarnemende Staatspresident-in-rade:

H. S. J. SCHOEMAN.

BYLAE

Die Wintergraanskema, afgekondig by Proklamasie R. 162 van 1974, soos gewysig, word hierby verder gewysig deur subartikel (5) van artikel 36 deur die volgende subartikels te vervang:

“(5) By die toepassing van hierdie artikel is Walvisbaai uitgesluit van die Republiek.

(6) By die toepassing van hierdie artikel beteken—

(a) ‘as ’n besigheid handel’, met betrekking tot wintergraanprodukte, elke handeling by die vervaardiging van wintergraanprodukte deur enigiemand verrig, indien die aldus vervaardigde wintergraanprodukte, of ’n hoeveelheid daarvan, van die hand gesit word of bestem is om van die hand gesit te word deur daardie persoon vir enige vergoeding hoegenaamd; en

(b) ‘Walvisbaai’ die hawe en nedersetting Walvisbaai vermeld in die Walfish Bay and St John’s River Territories Annexation Act, 1884 (Wet 35 van 1884 van die Kaap die Goeie Hoop), en ook die gebied wat dit omring, en begrens word soos in genoemde Wet beskryf.”.

No. R. 125, 1979

SITRUSSKEMA.—WYSIGING

Nademaal die Minister van Landbou, kragtens artikel 9 (2) (c), saamgelees met artikel 15 (3) van die Bemerkingswet, 1968 (Wet 59 van 1968), die voorgestelde wysiging in die Bylae hiervan uiteengesit, van die Sitrusskema, afgekondig by Proklamasie R. 2 van 1979, aangeneem het, en kragtens artikel 12 (1) (b) van genoemde Wet goedkeuring van die voorgestelde wysiging aanbeveel het:

So is dit dat ek, kragtens die bevoegdheid my verleen by artikel 14 (1) (a), saamgelees met die genoemde artikel 15 (3) van genoemde Wet, hierby verklaar dat die genoemde wysiging op die datum van publikasie hiervan in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Sewende dag van Junie Eenduisend Negehonderd Nege-en-sewentig.

M. VILJOEN, Waarnemende Staatspresident.

Op las van die Waarnemende Staatspresident-in-rade:

H. S. J. SCHOEMAN.

SCHEDULE

The Citrus Scheme, published by Proclamation R. 2 of 1979, is hereby amended by the substitution for paragraph (d) of section 35 (5) of the following paragraph:

“(d) in the case of citrus fruit—

(i) samples of which are held for inspection at an overseas depot, and which are inspected at such depot within 35 days after arrival and during such inspection;

(ii) exported and on arrival at the point of sale, is found in quality to be above or below the industry average, calculated by the Board in accordance with an evaluation scheme established by the Board, for the factors—granulation/drying out, external appearance, waxing, size, mass, colour or any other factor as deemed necessary by the Board—be increased or diminished with an amount per export container equivalent, calculated by the Board in relation to the Industry average so calculated.”

GOVERNMENT NOTICES**DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING**

No. R. 1314

22 June 1979

LEVY AND SPECIAL LEVY ON EGGS.—AMENDMENT

In terms of section 79 (a) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Egg Control Board, referred to in section 3 of the Egg Control Scheme, published by Proclamation R. 64 of 1963, as amended, has in terms of section 17 of the said Scheme, with my approval, further amended the levy and special levy published by Government Notice R. 2043 of 31 December 1965, as amended, as set out in the Schedule hereto.

H. S. J. SCHOEMAN, Minister of Agriculture.

SCHEDULE

1. The Schedule to Government Notice R. 2043 of 31 December 1965, as amended, is hereby further amended by the substitution for the expressions “.5 cent” and “.35c” of the expressions “.075c” and “.325c” respectively.

2. This notice shall come into operation on 1 July 1979.

No. R. 1341

22 June 1979

REQUIREMENTS RELATING TO A RETURN TO BE RENDERED BY MILLERS

In terms of section 79 (c) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Maize Board, referred to in section 6 of the Summer Grain Scheme, published by Proclamation R. 45 of 1979, has, in terms of section 31 of that Scheme, with my approval prescribed the requirements set out in the Schedule hereto in substitution for the requirements published by Government Notice R. 723 of 29 April 1977, as amended.

H. S. J. SCHOEMAN, Minister of Agriculture.

BYLAE

Die Sitruskema, afgekondig by Proklamasie R. 2 van 1979, word hierby gewysig deur paragraaf (d) van artikel 35 (5) deur die volgende paragraaf te vervang:

“(d) in die geval van sitrusvrugte—

(i) waarvan monsters vir inspeksie by a oorsese depot gehou word en wat binne 35 dae na aankoms by sodanige depot ondersoek word en ten opsigte waarvan daar tydens sodanige ondersoek;

(ii) wat uitgevoer is ten opsigte waarvan daar by aankoms by die verkoopplek,

bevind word dat dit in gehalte bo of benede die bedryfsgemiddelde is, soos deur die Raad bereken ooreenkomstig 'n evalueringskema deur die Raad ingestel, vir die faktore granulasie/kernuitdroging, uitwendige voorkoms, waksaanwending, groottesortering, massa, kleur of enige ander faktor wat die Raad nodig ag, vermeerder of verminder word met 'n bedrag per uitvoerhouer-ekwivalent deur die Raad bereken in verhouding tot die bedryfsgemiddelde aldus bereken.”

GOEWERMENSKENNISGEWINGS**DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING**

No. R. 1314

22 Junie 1979

HEFFING EN SPESIALE HEFFING OP EIERS.—WYSIGING

Kragtens artikel 79 (a) van die Bemerkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Eierbeheerraad, vermeld in artikel 3 van die Eierbeheerskema, afgekondig by Proklamasie R. 64 van 1963 soos gewysig, ingevolge artikel 17 van genoemde Skema, met my goedkeuring, die heffing en spesiale heffing, afgekondig by Goewermenskennisgewing R. 2043 van 31 Desember 1965, soos gewysig, verder gewysig het soos in die Bylae hiervan uiteengesit.

H. S. J. SCHOEMAN, Minister van Landbou.

BYLAE

1. Die Bylae van Goewermenskennisgewing R. 2043 van 31 Desember 1965, soos gewysig, word hierby verder gewysig deur in klousule 1 die uitdrukkings “.5 sent” en “.35c” deur die uitdrukkings “.075c” en “.325c” onderskeidelik te vervang.

2. Hierdie Kennisgewing tree in werking op 1 Julie 1979.

No. R. 1341

22 Junie 1979

VOORSKRIFTE BETREFFENDE 'N OPGAWE WAT DEUR MEULENAARS VERSTREK MOET WORD

Ingevolge artikel 79 (c) van die Bemerkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou hierby bekend dat die Mielieraad, genoem in artikel 6 van die Somergaanskema, afgekondig by Proklamasie R. 45 van 1979, kragtens artikel 31 van daardie Skema met my goedkeuring die voorskrifte in die Bylae hiervan uiteengesit, voorgeskryf het ter vervanging van die voorskrifte afgekondig by Goewermenskennisgewing R. 723 van 29 April 1977, soos gewysig.

H. S. J. SCHOEMAN, Minister van Landbou.

SCHEDULE

1. In this notice, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Summer Grain Scheme, published by Proclamation R. 45 of 1979, shall have a corresponding meaning and—

“maize” means maize of the classes and grades defined in regulations 3, 4 and 5 of the regulations published by Government Notice R. 121 of 4 February 1972, as amended, including sample-grade maize;

“month” means the period extending from the first to the last day, both days inclusive, of any of the 12 months of the year.

2. Every person dealing in the course of trade with maize and maize products and who is registered in terms of section 36 of the said Scheme shall, within 15 days after the end of each month in which maize was processed by him, render to the Board a return in the form set out in Annexure A5 hereto, reflecting the particulars required in that Annexure in respect of that month.

3. The requirements published by Government Notice R. 723 of 29 April 1977, as amended by Government Notice R. 1020 of 10 June 1977, are hereby repealed.

BYLAE

1. In hierdie kennisgewing, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Somergraanskema afgekondig by Proklamasie R. 45 van 1979 'n betekenis geheg is, 'n ooreenstemmende betekenis en beteken—

“maand” die tydperk wat van die eerste tot die laaste dag, albei dae ingesluit, van enigeen van die 12 maande van die jaar strek;

“mielies” mielies van die klasse en grade soos omskryf in regulasies 3, 4 en 5 van die regulasies afgekondig by Goewermentskennisgewing R. 121 van 4 Februarie 1972, soos gewysig, met inbegrip van monstergraadmielies.

2. Iedere persoon wat met mielies of mielieprodukte as 'n besigheid handel en ooreenkomstig artikel 36 van die genoemde Skema geregistreer is, moet binne 15 dae na die einde van elke maand waarin mielies deur hom verwerk is, 'n opgawe in die vorm in Aanhangsel A5 hiervan uiteengesit, aan die Raad verstrek waarin die besonderhede in daardie Aanhangsel ten opsigte van daardie maand vereis, aangetoon word.

3. Die voorskrifte afgekondig by Goewermentskennisgewing R. 723 van 29 April 1977, soos gewysig deur Goewermentskennisgewing R. 1020 van 10 Junie 1977 word hierby herroep.

MAIZE BOARD—MIELIERAAD

ANNEXURE A5—AANHANGSEL A5

RETURN TO BE RENDERED TO THE MAIZE BOARD BY ALL MILLERS MILLING MAIZE ON WHICH A SPECIAL LEVY IS PAYABLE TO THE MAIZE BOARD

OPGAWE WAT AAN DIE MIELIERAAD VERSTREK MOET WORD DEUR ALLE MEULENAARS WAT MIELIES MAAL WAAROP 'N SPESIALE HEFFING AAN DIE RAAD BETAALBAAR IS

1. Month for which return is rendered
Maand waarvoor opgawe verstrek word.....
2. (a) Name of miller
Naam van meulenaar.....
- (b) Trading name
Handelsnaam.....
- (c) Address
Adres.....
- (d) Magisterial district
Landdrosdistrik.....
- (e) Registration number MM
Registrasienommer MM.....
3. Quantity of maize on which a special levy imposed in terms of section 24 of the Summer Grain Scheme, is payable (in t rounded off to 3 decimals)
Hoeveelheid mielies gemaal waarop 'n spesiale heffing opgelê kragtens artikel 24 van die Somergraanskema, betaalbaar is (in t afgerond tot 3 desimale).....
4. Total amount of special levy (Mass per item 3) at
Totale bedrag van spesiale heffing..... t (Massa soos per item 3) teen R...../t R.....
5. I the undersigned hereby declare that the information furnished above is true and correct.
Ek die ondergetekende verklaar hiermee dat die inligting hierbo verstrek, waar en juis is.

Date/Datum.....

Signature of person authorised to sign this return
Handtekening van die persoon wat gemagtig is om hierdie opgawe te teken

Please Note:

1. This return is to be rendered only if the miller has milled in the relevant month maize on which a special levy is payable to the Maize Board.

2. A miller who fails to render this return within the prescribed period if he has milled maize on behalf of persons other than the producers of the maize is guilty of an offence and liable on conviction to a penalty not exceeding R200.

Let Wel:

1. Hierdie opgawe moet slegs verstrek word indien die meulenaar gedurende die betrokke maand mielies gemaal het waarop 'n spesiale heffing aan die Mielieraad betaalbaar is.

2. 'n Meulenaar wat versuim om hierdie opgawe binne die voorgeskrewe tydperk te verstrek indien hy mielies namens ander persone as die produsente van die mielies gemaal het, is skuldig aan 'n misdryf en is by skuldigbevinding strafbaar met 'n boete van hoogstens R200.

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

No. R. 1331

22 June 1979

MAXIMUM PRICES OF MILK.—AMENDMENT

I, Elias George de Beer, Price Controller, acting under the powers vested in me by section 4 of the Price Control Act, 1964 (Act 25 of 1964), do hereby amend Government Notice R. 1027 (*Government Gazette* 4715) of 23 May 1975, as amended, as follows:

1. The following part is hereby substituted for Part D of the Schedule:

"PART D—WALVIS BAY

	Pasteurised milk	Unpasteurised milk
1. In 1-litre glass bottles of plastic bags.....	49c/litre	47c/litre
2. In 1-litre cartons or plastic bottles	49c/litre	48c/litre
3. In 500-ml glass bottles or plastic bags.....	25c/500 ml	24c/500 ml
4. In 500-ml cartons or plastic bottles	26c/500 ml	25c/500 ml
5. In milk cans: Any quantity sold to a buyer within a radius of 40 km from the dairy.....	46c/litre	45c/litre
6. Milk cans: Any quantity sold to a buyer outside a radius of 40 km from processor.....	48c/litre	47c/litre
7. In 24 litre 'Pak-O-Milk' sold to a buyer within a radius of 40 km from processor.....	48c/litre	—
8. In 24 litre 'Pak-O-Milk' sold to a buyer outside a radius of 40 km from processor.....	50c/litre	—

2. This notice shall come into operation on date of publication hereof.

E. G. DE BEER, Price Controller.

DEPARTMENT OF CUSTOMS AND EXCISE

No. R. 1308

22 June 1979

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/637)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

DEPARTEMENT VAN HANDEL EN VERBRUIKERSAKE

No. R. 1331

22 Junie 1979

MAKSIMUM PRYSE VAN MELK.—WYSIGING

Ek, Elias George de Beer, Pryscontroleur, handelende kragtens die bevoegdheid my verleen by artikel 4 van die Wet op Prysbeheer, 1964 (Wet 25 van 1964), wysig hierby Goewermenskennisgewing R. 1027 (*Staatskoerant* 4715) van 23 Mei 1975, soos gewysig, soos volg:

1. Deel D van die Bylae word hierby deur die volgende deel vervang:

"DEEL D—WALVISBAAI

	Gepasteuriseerde melk	Ongepasteuriseerde melk
1. In 1-liter-glasbottels of plastiese sakkies.....	49c/liter	47c/liter
2. In 1-liter-kartonne of plastiese bottels.....	49c/liter	48c/liter
3. In 500-ml-glasbottels of plastiese sakkies.....	25c/500 ml	24c/500 ml
4. In 500-ml-kartonne of plastiese bottels.....	26c/500 ml	25c/500 ml
5. Kanne: Enige hoeveelheid verkoop aan 'n koper binne 'n straal van 40 km vanaf die melkery.....	46c/liter	45c/liter
6. Melkkanne: Enige hoeveelheid verkoop aan 'n koper buite 'n straal van 40 km vanaf verwerker.....	48c/liter	47c/liter
7. In 24 liter 'Pak-O-Milk' verkoop aan 'n koper binne 'n straal van 40 km vanaf verwerker.....	48c/liter	—
8. In 24 liter 'Pak-O-Milk' verkoop aan 'n koper buite 'n straal van 40 km vanaf verwerker.....	50c/liter	—

2. Hierdie kennisgewing tree in werking op datum van publikasie hiervan.

E. G. DE BEER, Pryscontroleur.

DEPARTEMENT VAN DOEANE EN AKSYNS

No. R. 1308

22 Junie 1979

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/637)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
97.06 By the substitution for subheading No. 97.06.30 of the following:				
"97.06.30 Squash racquets and frames:				
.10 Of a value for duty purposes of less than 100c each	no.	10%		
.20 Of a value for duty purposes of 100c or more each	no.	15% or 250c each"		

Note.—The rate of duty on squash racquets and frames of a value for duty purposes of 100c or more each is increased from 10% to 15% or 250c each.

BYLAE

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van reg		
		Algemeen	M.B.N.	Voorkeur
97.06 Deur subpos No. 97.06.30 deur die volgende te vervang: „97.06.30 Muurbalrakette en -rame: .10 Met 'n waarde vir belastingdoeleindes van minder as 100c elk .20 Met 'n waarde vir belastingdoeleindes van minstens 100c elk	getal getal	10% 15% of 250c elk		

Opmerking.—Die skaal van reg op muurbalrakette en -rame met 'n waarde vir belastingdoeleindes van minstens 100c elk word van 10% na 15% of 250c elk verhoog.

No. R. 1309

22 June 1979

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/598)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

No. R. 1309

22 Junie 1979

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/598)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
306.04	By the deletion of paragraph (4) of tariff heading No. 29.14. By the insertion after tariff heading No. 29.30 of the following: „29.34 Dibutyltin dilaurate	Full duty”
307.01	By the deletion of paragraph (4) of tariff heading No. 29.14 and by renumbering paragraphs (5), (6), (7), (8) and (9) to (4), (5), (6), (7) and (8) respectively. By the substitution for tariff heading No. 29.34 of the following: „29.34 (1) Aluminium triethyl (2) Aluminium isoprenyl (3) Diethylaluminium chloride (4) Ethylaluminium sesquichloride-D (5) Dibutyltin dilaurate	

Note.—The butyltin laurate referred to in items 306.04/29.14 (4) and 307.01/29.14 (4) is, in fact, dibutyltin dilaurate of tariff heading No. 29.34, hence the amendments.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
306.04	Deur paragraaf (4) van tariefpos No. 29.14 te skrap. Deur na tariefpos No. 29.30 die volgende te voeg: „29.34 Dibutieltindilouraaf	Volle reg”
307.01	Deur paragraaf (4) van tariefpos No. 29.14 te skrap en deur paragrawe (5), (6), (7), (8) en (9) onderskeidelik na (4), (5), (6), (7) en (8) te her-nummer. Deur tariefpos No. 29.34 deur die volgende te vervang: „29.34 (1) Aluminiumtriëtiel (2) Aluminiumisopreniel (3) Diëtielaluminiumchloried (4) Etielaluminiumseskwichloried-D (5) Dibutieltindilouraaf	

Opmerking.—Die butieltinlouraaf waarna in items 306.04/29.14 (4) en 307.01/29.14 (4) verwys word, is in werklikheid dibutieltindilouraaf van tariefpos No. 29.34, daarom die wysigings.

No. R. 1310

22 June 1979

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/247)

Under section 75 of the Customs and Excise Act, 1964, Schedule 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

No. R. 1310

22 Junie 1979

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/247)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 4 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
407.01	By the substitution for item 407.01 of the following: "407.01 Used personal effects and used sporting or recreational equipment, imported as passengers' baggage"	Full duty"

Note.—It is made clear that only used sporting or recreational equipment, imported as passengers' baggage, may be cleared under rebate of duty in terms of item 407.01.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
407.01	Deur item 407.01 deur die volgende te vervang: „407.01 Gebruikte persoonlike artikels en gebruikte sport- of ontspanningstoerusting, wat as passasiersbagasie ingevoer word"	Volle reg"

Opmerking.—Dit word duidelik gestel dat slegs gebruikte sport- of ontspanningstoerusting, wat as passasiersbagasie ingevoer word, met korting op reg kragtens item 407.01 geklaar mag word.

DEPARTMENT OF LABOUR

No. R. 1338

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY.—AMENDMENT OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Motor Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay and that portion of the Magisterial District of Somerset West occupied by Cape Explosives Works Limited; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in paragraph (b) of this notice and with effect from the second Monday

DEPARTEMENT VAN ARBEID

No. R. 1338

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

MOTORNYWERHEID.—WYSIGING VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat in die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 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 Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai en daardie gedeelte van die landdrosdistrik Somerset-Wes wat deur Cape Explosives Works Limited geokkupeer word; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van

after the date of publication of this notice and for the period ending 30 June 1980, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

AGREEMENT

made and entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and between the

South African Motor Industry Employers' Association
and the

South African Vehicle Builders' and Repairers' Association
(hereinafter referred to as the "employers" or the "employers' organisations") of the one part, and the

Motor Industry Employees' Union of South Africa
Motor Industry Staff Association

and the

Motor Industry Combined Workers' Union

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

being parties to the National Industrial Council for the Motor Industry,

to amend the Main Agreement, published under Government Notice R. 1039 of 17 June 1977, as amended by Government Notices R. 354 of 3 March 1978, R. 1677 of 18 August 1978 and R. 2289 of 17 November 1978, as follows:

1. PART—PRELIMINARY A

CLAUSE 20.—SPECIAL PROVISIONS RELATING TO WATCHMEN

In subclause (3), substitute "R23,92" for "R21,62".

2. PART—PRELIMINARY B

CLAUSE 2.—WAGES

Substitute the following for the Wage Schedule set out in subclause (1) of this clause:

"WAGE SCHEDULE

Classes of employees	Minimum wages			
	Areas A		Other areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
(a) Male shop assistant/salesman and/or clerical employee—				
during first year of experience.....	24,38	105,65	20,24	87,71
during second year of experience.....	27,14	117,61	24,38	105,65
during third year of experience.....	32,20	139,53	28,06	121,59
during fourth year of experience.....	36,80	159,47	33,58	145,51
thereafter.....	54,74	237,20	51,06	221,26
Female shop assistant/saleswoman and/or clerical employee—				
during first year of experience.....	23,92	103,65	19,32	83,72
during second year of experience.....	24,84	107,64	21,16	91,69
during third year of experience.....	27,14	117,61	24,38	105,65
during fourth year of experience.....	32,20	139,53	28,06	121,59
thereafter.....	42,32	183,39	39,56	171,43
(b) Motor vehicle salesman—				
during first year of experience.....	23,92	103,65	20,24	87,71
during second year of experience.....	24,84	107,64	20,70	89,70
during third year of experience.....	26,68	115,61	23,46	101,66
during fourth year of experience.....	30,82	133,55	28,06	121,59
thereafter.....	45,54	197,34	42,78	185,38
Motor vehicle saleslady—				
during first year of experience.....	23,92	103,65	20,24	87,71
during second year of experience.....	24,84	107,64	20,70	89,70
during third year of experience.....	25,30	109,63	21,62	93,69
during fourth year of experience.....	26,68	115,61	23,46	101,66
thereafter.....	35,42	153,49	32,66	141,53

publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigteen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORYWERHEID

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangaan tussen die

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Motor Industry Employees' Union of South Africa
Motor Industry Staff Association

en die

Motor Industry Combined Workers' Union

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

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

om die Hofooreenkoms, gepubliseer by Goewermenskennisgewing R. 1039 van 17 Junie 1977, soos gewysig by Goewermenskennisgewings R. 354 van 3 Maart 1978, R. 1677 van 18 Augustus 1978 en R. 2289 van 17 November 1978, soos volg te wysig:

1. DEEL.—PRELIMINÈRE A

KLOUSULE 20.—SPESIALE BEPALINGS BETREFFENDE WAGTE

In subklousule (3), vervang "R21,62" deur "R23,92".

Classes of employees	All areas	
	Per week	Per month
	R	R
(c) Male traveller—		
during first year of experience.....	38,64	167,44
during second year of experience.....	42,32	183,39
during third year of experience.....	45,54	197,34
during fourth year of experience.....	49,22	213,29
thereafter.....	58,88	255,15
Female traveller—		
during first year of experience.....	28,06	121,59
during second year of experience.....	31,74	137,54
during third year of experience.....	34,96	151,49
during fourth year of experience.....	38,64	167,44
thereafter.....	46,92	203,32
(d) Punch-card operator—		
during first four months of experience.....	21,16	91,69
during second four months of experience.....	22,54	97,67
during third four months of experience.....	24,84	107,64
thereafter.....	28,98	125,58
(e) Supply salesman—		
during first year of experience.....	23,92	103,65
during second year of experience.....	28,98	125,58
during third year of experience.....	34,50	149,50
thereafter.....	39,56	171,43
(f) Passenger lift attendant.....	23,92	103,65
(g) Traveller's assistant.....	23,92	103,65
(h) Part-time employees.....	*	*

* One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week or one forty-sixth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever amount is the greater."

3. CHAPTER I.—PART 1

CLAUSE 3.—WAGES

Substitute the following for the Wage Schedule set out in subclause (1) of this clause:

"WAGE SCHEDULE

Classes of employees	Minimum wages (all areas)	
	Per week	Per hour
	R	R
B/A journeyman.....	69,46	1,51
Diesel pump-room assistant—		
during first six months of experience.....	40,02	0,87
thereafter.....	42,32	0,92
Journeyman.....	76,36	1,66
Motor cycle mechanic's assistant—		
during first six months of experience.....	38,64	0,84
thereafter.....	40,02	0,87
New motor vehicle assembler.....	34,04	0,74
Radiator repairer—		
during first three months of experience.....	24,38	0,53
thereafter.....	26,22	0,57
Stripper.....	24,38	0,53
Scooter worker.....	24,38	0,53
Service supply salesman.....	76,36	1,66
Spoke wheel truer—		
during first three months of experience.....	24,38	0,53
thereafter.....	25,30	0,55

Classes of employees	A areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	c	R	c
Char.....	14,72	32	12,88	28
Drivers of scooters, motor cycles or other motor vehicles with a gross mass of less than 3 500 kg	23,92	52	23,46	51
Drivers of motor vehicles with a gross vehicle mass of 3 500 kg or more.....	26,22	57	24,84	54
Repair shop assistant—				
during first six months of experience.....	34,50	75	30,82	67
during second six months of experience.....	38,64	84	34,50	75
thereafter.....	40,02	87	36,34	79

Classes of employees	A areas		B areas		C areas	
	Per week	Per hour	Per week	Per hour	Per week	Per hour
Juvenile labourer.....	R 13,80	c 30	R 12,42	c 27	R 11,50	c 25
Labourer:						
Grade I.....	23,92	52	20,24	44	18,40	40
Grade II.....	22,54	49	19,32	42	17,94	39"

4. CHAPTER I.—PART 2

CLAUSE 2.—WAGES

Substitute the following for the Wage Schedule set out in subclause (1) of this clause:

"WAGE SCHEDULE

Class of employee	Minimum wages			
	A areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	c	R	c
Body shop assistant—				
during first six months of experience.....	34,50	75	30,82	67
during second six months of experience.....	38,64	84	34,50	75
thereafter.....	40,02	87	36,34	79"

5. CHAPTER I.—PART 3

CLAUSE 2.—WAGES

Substitute the following for the Wage Schedule set out in subclause (1) of this clause:

"WAGE SCHEDULE

Class of employee	Minimum wages			
	A areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	c	R	c
Battery repairer—				
during first 12 months of experience.....	32,20	70	29,90	65
thereafter.....	36,34	79	34,04	74"

6. CHAPTER I.—PART 4

CLAUSE 2.—WAGES

Substitute the following for the wages of the undermentioned classes of employees:

"Classes of employees	Wages per week (all areas)
Char.....	R14,72 (32c per hour)
Journeyman.....	R76,36 (R1,66 per hour)
Operative, Grade VL.....	R24,38 (53c per hour)
Labourer:	
Grade I.....	R23,92 (52c per hour)
Grade II.....	R22,54 (49c per hour)"

7. CHAPTER I.—PART 5

CLAUSE 2.—WAGES

Substitute the following for the wages of the undermentioned classes of employees:

"Classes of employees	Wages per week (all areas)
Supervisor.....	R42,32 (92c per hour)
Vulcaniser's operative, without wheel balancing—	
during first 12 months of experience.....	R24,38 (53c per hour)
thereafter.....	R24,84 (54c per hour)
Vulcaniser's operative, with wheel balancing—	
during first 12 months of experience.....	R30,82 (67c per hour)
thereafter.....	R31,28 (68c per hour)"

8. CHAPTER II

CLAUSE 3.—WAGES

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

"SCHEDULE

PART A.—MISCELLANEOUS

Classes of employees	Wages per week (all areas)
Char.....	R14,72 (32c per hour)
Journeyman.....	R76,36 (R1,66 per hour)
Labourer:	
Grade I.....	R23,92 (52c per hour)
Grade II.....	R22,54 (49c per hour)
Operative, Grade BV—	
during first six months of experience.....	R30,82 (67c per hour)
thereafter.....	R40,02 (87c per hour)
Operative, Grade VL.....	R24,38 (53c per hour)
Machine setter—	
during first year of experience.....	R25,76 (56c per hour)
during second year of experience.....	R30,82 (67c per hour)
thereafter.....	R58,42 (R1,27 per hour)

PART B.—OPERATIVES

Classes of employees	Wages per week (all areas)
Operative, Grade AV—	
during first six months of experience.....	R25,76 (56c per hour)
thereafter.....	R26,22 (57c per hour)
Operative, Grade CV—	
during first six months of experience.....	R26,22 (57c per hour)
thereafter.....	R31,28 (68c per hour)
Operative, Grade DV—	
during first six months of experience.....	R28,52 (62c per hour)
thereafter.....	R31,28 (68c per hour)"

9. CHAPTER III

CLAUSE 3.—WAGES

Substitute the following for the Schedule to this clause:

"SCHEDULE

PART A.—MISCELLANEOUS

Classes of employees	Wages per week (all areas)
Char.....	R14,72 (32c per hour)
Journeyman.....	R76,36 (R1,66 per hour)
Labourer:	
Grade I.....	R23,92 (52c per hour)
Grade II.....	R22,54 (49c per hour)
Operative, Grade LF—	
during first six months of experience.....	R11,96 (26c per hour)
during second six months of experience.....	R13,34 (29c per hour)
during third six months of experience.....	R15,18 (33c per hour)
during fourth six months of experience.....	R16,56 (36c per hour)
thereafter.....	R17,02 (37c per hour)

PART B.—OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Classes of employees	Wages per week (all areas)
Operative, Grade 1—	
during first year of experience.....	R23,92 (52c per hour)
thereafter.....	R24,38 (53c per hour)
Operative, Grade 2—	
during first year of experience.....	R24,38 (53c per hour)
thereafter.....	R24,84 (54c per hour)
Operative, Grade 3—	
during first year of experience.....	R24,84 (54c per hour)
thereafter.....	R25,76 (56c per hour)
Operative, Grade 4—	
during first year of experience.....	R26,22 (57c per hour)
thereafter.....	R26,68 (58c per hour)
Operative, Grade 5—	
during first six months of experience.....	R26,22 (57c per hour)
thereafter.....	R31,28 (68c per hour)

PART C.—OTHER OPERATIVES

Classes of employees	Wages per week (all areas)
Chopper out— during first three months of experience.....	R24,38 (53c per hour)
during next nine months of experience.....	R25,76 (56c per hour)
thereafter.....	R26,22 (57c per hour)
Cutter— during first 18 months of experience.....	R23,92 (52c per hour)
during second 18 months of experience.....	R31,28 (68c per hour)
thereafter.....	R49,68 (R1,08 per hour)
Machine setter— during first year of experience.....	R25,76 (56c per hour)
during second year of experience.....	R30,82 (67c per hour)
thereafter.....	R58,42 (R1,27 per hour)
Pattern cutter maker— during first year of experience.....	R27,14 (59c per hour)
thereafter.....	R31,28 (68c per hour)
Seaming machinist— during first three months of experience.....	R23,92 (52c per hour)
during second three months of experience.....	R24,38 (53c per hour)
during third three months of experience.....	R24,84 (54c per hour)
thereafter.....	R26,68 (58c per hour)
Repetitive checker.....	R25,30 (55c per hour)
Operative supervisor.....	R24,38 (53c per hour)"

10. CHAPTER IV
CLAUSE 3.—WAGES

Substitute the following for the Wage Schedule set out in subclause (1) of this clause:

"WAGE SCHEDULE

Classes of employees	Wages per week (all areas)
Diesel pump-room assistant— during first six months of experience.....	R40,02 (87c per hour)
thereafter.....	R42,32 (92c per hour)
Engine stripper.....	R29,90 (65c per hour)
Journeyman.....	R76,36 (R1,66 per hour)
Operative machinist, qualified.....	R66,70 (R1,45 per hour)
Operative machinist, unqualified.....	R46,46 (R1,01 per hour)"

11. CHAPTER V
CLAUSE 3.—WAGES

Substitute the following for the Wage Schedule set out in this clause:

"WAGE SCHEDULE

PART A.—MISCELLANEOUS

Classes of employees	Wages per week (all areas)
Brake drum skimmer.....	R69,92 (R1,52 per hour)
Char.....	R14,72 (32c per hour)
Journeyman.....	R76,36 (R1,66 per hour)
Labourer: Grade I.....	R23,92 (52c per hour)
Grade II.....	R22,54 (49c per hour)
Armature winder— during first three months of experience.....	R29,44 (64c per hour)
thereafter.....	R33,58 (73c per hour)
Machine setter— during first year of experience.....	R25,76 (56c per hour)
during second year of experience.....	R30,82 (67c per hour)
thereafter.....	R58,42 (R1,27 per hour)
Operative supervisor.....	R26,68 (58c per hour)

PART B.—OPERATIVES

Classes of employees	Wages per week (all areas)
Operative, Grade AR— during first three months of experience.....	R25,76 (56c per hour)
thereafter.....	R26,22 (57c per hour)
Operative, Grade BR— during first six months of experience.....	R26,22 (57c per hour)
thereafter.....	R26,68 (58c per hour)
Operative, Grade CR— during first six months of experience.....	R26,68 (58c per hour)
thereafter.....	R27,14 (59c per hour)
Operative, Grade DR— during first month of experience.....	R29,44 (64c per hour)
thereafter.....	R29,90 (65c per hour)"

2. DEEL—PRELIMINÊRE B

KLOUSULE 2.—LONE

Vervang die Loonbylae uiteengesit in subklousule (1) van hierdie klousule deur die volgende:

"LOONBYLAE

Klas werknemer	Minimum loon			
	Gebiede A		Ander gebiede	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
(a) Manlike winklassistent/verkoopsman en/of klerk—				
gedurende eerste jaar ondervinding.....	24,38	105,65	20,24	87,71
gedurende tweede jaar ondervinding.....	27,14	117,61	24,38	105,65
gedurende derde jaar ondervinding.....	32,20	139,53	28,06	121,59
gedurende vierde jaar ondervinding.....	36,80	159,47	33,58	145,51
daarna.....	54,74	237,20	51,06	221,26
Vroulike winklassistent/verkoopsdame en/of klerk—				
gedurende eerste jaar ondervinding.....	23,92	103,65	19,32	83,72
gedurende tweede jaar ondervinding.....	24,84	107,64	21,16	91,69
gedurende derde jaar ondervinding.....	27,14	117,61	24,38	105,65
gedurende vierde jaar ondervinding.....	32,20	139,53	28,06	121,59
daarna.....	42,32	183,39	39,56	171,43
(b) Motorvoertuigverkoopsman—				
gedurende eerste jaar ondervinding.....	23,92	103,65	20,24	87,71
gedurende tweede jaar ondervinding.....	24,84	107,64	20,70	89,70
gedurende derde jaar ondervinding.....	26,68	115,61	23,46	101,66
gedurende vierde jaar ondervinding.....	30,82	133,55	28,06	121,59
daarna.....	45,54	197,34	42,78	185,38
Motorvoertuigverkoopsdame—				
gedurende eerste jaar ondervinding.....	23,92	103,65	20,24	87,71
gedurende tweede jaar ondervinding.....	24,84	107,64	20,70	89,70
gedurende derde jaar ondervinding.....	25,30	109,63	21,62	93,69
gedurende vierde jaar ondervinding.....	26,68	115,61	23,46	101,66
daarna.....	35,42	153,49	32,66	141,53

Klas werknemer	Minimum loon	
	Alle gebiede	
	Per week	Per maand
	R	R
(c) Manlike handelsreisiger—		
gedurende eerste jaar ondervinding.....	38,64	167,44
gedurende tweede jaar ondervinding.....	42,32	183,39
gedurende derde jaar ondervinding.....	45,54	197,34
gedurende vierde jaar ondervinding.....	49,22	213,29
daarna.....	58,88	255,15
Vroulike handelsreisiger—		
gedurende eerste jaar ondervinding.....	28,06	121,59
gedurende tweede jaar ondervinding.....	31,74	137,54
gedurende derde jaar ondervinding.....	34,96	151,49
gedurende vierde jaar ondervinding.....	38,64	167,44
daarna.....	46,92	203,32
(d) Ponskaartbediener—		
gedurende eerste vier maande ondervinding.....	21,16	91,69
gedurende tweede vier maande ondervinding.....	22,54	97,67
gedurende derde vier maande ondervinding.....	24,84	107,64
daarna.....	28,98	125,58
(e) Leweransier-verkoopsman—		
gedurende eerste jaar ondervinding.....	23,92	103,65
gedurende tweede jaar ondervinding.....	28,98	125,58
gedurende derde jaar ondervinding.....	34,50	149,50
daarna.....	39,56	171,43
(f) Passasiershyserbediener.....	23,92	103,65
(g) Handelsreisiger se assistent.....	23,92	103,65
(h) Deeltydse werknemers.....	*	*

* Een elfde van die minimum weekloon wat in (a) hiervan vir klerke voorgeskryf word, vir gewone tyd gewerk op elke dag in 'n bepaalde week of een ses-en-veertigste van sodanige voorgeskrewe minimum weekloon vir elke uur of gedeelte van 'n uur gewone tyd gewerk in 'n bepaalde week, nl. die grootste bedrag."

3. HOOFSTUK I.—DEEL 1

KLOUSULE 3—LONE

Vervang die Loonbylae uiteengesit in subklousule (1) van hierdie klousule deur die volgende:

"LOONBYLAE

Klas werknemer	Minimum loon	
	Alle gebiede	
	Per week	Per uur
B/A-vakman.....	R 69,46	R 1,51
Dieselpompkamerassistent— gedurende eerste ses maande ondervinding.....	40,02	0,87
daarna.....	42,32	0,92
Vakman.....	76,36	1,66
Motorfietswerktuigkundige se assistent— gedurende eerste ses maande ondervinding.....	38,64	0,84
daarna.....	40,02	0,87
Monteur van nuwe motorvoertuig.....	34,04	0,74
Verkoelerhersteller— gedurende eerste drie maande ondervinding.....	24,38	0,53
daarna.....	26,22	0,57
Stroper.....	24,38	0,53
Bromponiewerker.....	24,38	0,53
Diensverkoper.....	76,36	1,66
Speekwielsteller— gedurende eerste drie maande ondervinding.....	24,38	0,53
daarna.....	25,30	0,55

Klas werknemer	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
Skoonmaakster.....	R 14,72	c 32	R 12,88	c 28
Drywers van bromponies, motorfiets, of ander motorvoertuie met 'n bruto voertuigmassa van hoogstens 3 500 kg.....	23,92	52	23,46	51
Drywers van motorvoertuie met 'n bruto voertuigmassa van 3 500 kg of meer.....	26,22	57	24,84	54

Klas werknemer	Minimum loon			
	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
Herstelwinkelassistent— gedurende eerste ses maande ondervinding.....	R 34,50	c 75	R 30,82	c 67
gedurende tweede ses maande ondervinding.....	38,64	84	34,50	75
daarna.....	40,02	87	36,34	79

Klas werknemer	Gebiede A		Gebiede B		Gebiede C	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
Jeugdige arbeider.....	R 13,80	c 30	R 12,42	c 27	R 11,50	c 25
Arbeider:						
Graad I.....	23,92	52	20,24	44	18,40	40
Graad II.....	22,54	49	19,32	42	17,94	39"

4. HOOFSTUK I—DEEL 2

KLOUSULE 2—LONE

Vervang die Loonbylae uiteengesit in subklousule (1) van hierdie klousule deur die volgende:

“LOONBYLAE

Klas werknemer	Minimum loon			
	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
	R	c	R	c
Bakwinkelassistent—				
gedurende eerste ses maande ondervinding.....	34,50	75	30,82	67
gedurende tweede ses maande ondervinding.....	38,64	84	34,50	75
daarna.....	40,02	87	36,34	79”

5. HOOFSTUK I—DEEL 3

KLOUSULE 2—LONE

Vervang die Loonbylae uiteengesit in subklousule (1) van hierdie Klousule deur die volgende:

“LOONBYLAE

Klas werknemer	Minimum loon			
	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
	R	c	R	c
Batteryhersteller—				
gedurende eerste 12 maande ondervinding.....	32,20	70	29,90	65
daarna.....	36,34	79	34,04	74”

6. HOOFSTUK I—DEEL 4

KLOUSULE 2—LONE

Vervang die lone van ondergenoemde klasse werknemers deur die volgende:

“Klas werknemer	Loon per week (alle gebiede)
Skoonmaakster.....	R14,72 (32c per uur)
Vakman.....	R76,36 (R1,66 per uur)
Werkman graad VL.....	R24,38 (53c per uur)
Arbeider:	
Graad I.....	R23,92 (52c per uur)
Graad II.....	R22,54 (49c per uur)”

7. HOOFSTUK I—DEEL 5

KLOUSULE 2—LONE

Vervang die lone van ondergenoemde klasse werknemers deur die volgende:

“Klas werknemer	Loon per week (alle gebiede)
Toesighouer.....	R42,32 (92c per uur)
Vulkaniseerder se werkman, sonder wielbalansering—	
gedurende eerste 12 maande ondervinding.....	R24,38 (53c per uur)
daarna.....	R24,84 (54c per uur)
Vulkaniseerder se werkman, met wielbalansering—	
gedurende eerste 12 maande ondervinding.....	R30,82 (67c per uur)
daarna.....	R31,28 (68c per uur)”

8. HOOFSTUK II
KLOUSULE 3—LONE

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

"BYLAE
DEEL A—DIVERSE

Klas werknemer	Loon per week (alle gebiede)
Skoonmaakster.....	R14,72 (32c per uur)
Vakman.....	R76,36 (R1,66 per uur)
Arbeider:	
Graad I.....	R23,92 (52c per uur)
Graad II.....	R22,54 (49c per uur)
Werkman graad BV—	
gedurende eerste ses maande ondervinding.....	R30,82 (67c per uur)
daarna.....	R40,02 (87c per uur)
Werkman graad VL.....	R24,38 (53c per uur)
Masjiensteller—	
gedurende eerste jaar ondervinding.....	R25,76 (56c per uur)
gedurende tweede jaar ondervinding.....	R30,82 (67c per uur)
daarna.....	R58,42 (R1,27 per uur)

DEEL B—WERKMANNE

Klas werknemer	Loon per week (alle gebiede)
Werkman graad AV—	
gedurende eerste ses maande ondervinding.....	R25,76 (56c per uur)
daarna.....	R26,22 (57c per uur)
Werkman graad CV—	
gedurende eerste ses maande ondervinding.....	R26,22 (57c per uur)
daarna.....	R31,28 (68c per uur)
Werkman graad DV—	
gedurende eerste ses maande ondervinding.....	R28,52 (62c per uur)
daarna.....	R31,28 (68c per uur)"

9. HOOFSTUK III
KLOUSULE 3—LONE

Vervang die Bylae van hierdie klousule deur die volgende:

"BYLAE
DEEL A—DIVERSE

Klas werknemer	Loon per week (alle gebiede)
Skoonmaakster.....	R14,72 (32c per uur)
Vakman.....	R76,36 (R1,66 per uur)
Arbeider:	
Graad I.....	R23,92 (52c per uur)
Graad II.....	R22,54 (49c per uur)
Werkman graad LF—	
gedurende eerste ses maande ondervinding.....	R11,96 (26c per uur)
gedurende tweede ses maande ondervinding.....	R13,34 (29c per uur)
gedurende derde ses maande ondervinding.....	R15,18 (33c per uur)
gedurende vierde ses maande ondervinding.....	R16,56 (36c per uur)
daarna.....	R17,02 (37c per uur)

DEEL B—WERKMANNE WAT VIR 'N STELBONUS IN AANMERKING KAN KOM

Klas werknemer	Loon per week (alle gebiede)
Werkman graad 1—	
gedurende eerste jaar ondervinding.....	R23,92 (52c per uur)
daarna.....	R24,38 (53c per uur)
Werkman graad 2—	
gedurende eerste jaar ondervinding.....	R24,38 (53c per uur)
daarna.....	R24,84 (54c per uur)
Werkman graad 3—	
gedurende eerste jaar ondervinding.....	R24,84 (54c per uur)
daarna.....	R25,76 (56c per uur)
Werkman graad 4—	
gedurende eerste jaar ondervinding.....	R26,22 (57c per uur)
daarna.....	R26,68 (58c per uur)
Werkman graad 5—	
gedurende eerste ses maande ondervinding.....	R26,22 (57c per uur)
daarna.....	R31,28 (68c per uur)

DEEL C—ANDER WERKMANNE

Klas werknemer	Loon per week (alle gebiede)
Uitsnyer—	
gedurende eerste drie maande ondervinding.....	R24,38 (53c per uur)
gedurende volgende nege maande ondervinding.....	R25,76 (56c per uur)
daarna.....	R26,22 (57c per uur)
Snyer—	
gedurende eerste 18 maande ondervinding.....	R23,92 (52c per uur)
gedurende tweede 18 maande ondervinding.....	R31,28 (68c per uur)
daarna.....	R49,68 (R1,08 per uur)
Masjiesteller—	
gedurende eerste jaar ondervinding.....	R25,76 (56c per uur)
gedurende tweede jaar ondervinding.....	R30,82 (67c per uur)
daarna.....	R58,42 (R1,27 per uur)
Patroonsnyermaker—	
gedurende eerste jaar ondervinding.....	R27,14 (59c per uur)
daarna.....	R31,28 (68c per uur)
Masjiestikker—	
gedurende eerste drie maande ondervinding.....	R23,92 (52c per uur)
gedurende tweede drie maande ondervinding.....	R24,38 (53c per uur)
gedurende derde drie maande ondervinding.....	R24,84 (54c per uur)
daarna.....	R26,68 (58c per uur)
Herhalingskontroleur.....	R25,30 (55c per uur)
Werkman-toesighouer.....	R24,38 (53c per uur)”

10. HOOFSTUK IV

KLOUSULE 3—LONE

Vervang die Loonbylae uiteengesit in subklousule (1) van hierdie klousule deur die volgende:

“LOONBYLAE

Klas werknemer	Loon per week (alle gebiede)
Dieselpompkamerassistent—	
gedurende eerste ses maande ondervinding.....	R40,02 (87c per uur)
daarna.....	R42,32 (92c per uur)
Enjinstroper.....	R29,90 (65c per uur)
Vakman.....	R76,36 (R1,66 per uur)
Werkmanmasjinis—	
gekwalfiseer.....	R66,70 (R1,45 per uur)
ongekwalfiseer.....	R46,46 (R1,01 per uur)”

1. HOOFSTUK V

KLOUSULE 3—LONE

Vervang die Loonbylae van hierdie klousule deur die volgende:

“LOONBYLAE

DEEL A—DIVERSE

Klas werknemer	Loon per week (alle gebiede)
Remtrommelskiller.....	R69,92 (R1,52 per uur)
Skoonmaakster.....	R14,72 (82c per uur)
Vakman.....	R76,36 (R1,66 per uur)
Arbeider:	
Graad I.....	R23,92 (52c per uur)
Graad II.....	R22,54 (49c per uur)
Ankerwikkelaar—	
gedurende eerste drie maande ondervinding.....	R29,44 (64c per uur)
daarna.....	R33,58 (73c per uur)
Masjiesteller—	
gedurende eerste jaar ondervinding.....	R25,76 (56c per uur)
gedurende tweede jaar ondervinding.....	R30,82 (67c per uur)
daarna.....	R58,42 (R1,27 per uur)
Werkman-toesighouer.....	R26,68 (58c per uur)

DEEL B—WERKMANNE

Klas werknemer	Loon per week (alle gebiede)
Werkman Graad AR— gedurende eerste drie maande ondervinding..... daarna.....	R25,76 (56c per uur) R26,22 (57c per uur)
Werkman Graad BR— gedurende eerste ses maande ondervinding..... daarna.....	R26,22 (57c per uur) R26,68 (58c per uur)
Werkman Graad CR— gedurende eerste ses maande ondervinding..... daarna.....	R26,68 (58c per uur) R27,14 (59c per uur)
Werkman Graad DR— gedurende eerste maand ondervinding..... daarna.....	R29,44 (64c per uur) R29,90 (65c per uur)".

Signed at Johannesburg on behalf of the parties this 25th day of April 1979.

F. J. HACKNEY, President of the Council.
F. C. PINNOCK, Vice-President of the Council.
H. C. L. LOOCK, Secretary of the Council.

No. R. 1339 22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY.—EXTENSION OF PERIOD OF OPERATION OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices R. 1039 of 17 June 1977, R. 354 of 3 March 1978, R. 1677 of 18 August 1978 and R. 2289 of 17 November 1978, by a further period of 12 months ending 30 June 1980.

S. P. BOTHA, Minister of Labour.

No. R. 1340 22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY.—AMENDMENT OF MISA MEDICAL AID FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation 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 Motor Industry shall be binding, with effect from 1 July 1979 and for the period ending 30 June 1981, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union.

S. P. BOTHA, Minister of Labour.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MISA MEDICAL AID FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between

The South African Motor Industry Employers' Association
and

The South African Vehicle Builders' and Repairers' Association (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and

The Motor Industry Staff Association

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

Namens die partye op hede die 25ste dag van April 1979 te Johannesburg onderteken.

F. J. HACKNEY, President van die Raad.
F. C. PINNOCK, Vise-president van die Raad.
H. C. L. LOOCK, Sekretaris van die Raad.

No. R. 1339 22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

MOTORNYWERHEID. — VERLENGING VAN GELDIGHEIDSDUUR VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 1039 van 17 Junie 1977, R. 354 van 3 Maart 1978, R. 1677 van 18 Augustus 1978 en R. 2289 van 17 November 1978, met 'n verdere tydperk van 12 maande wat op 30 Junie 1980 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 1340 22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

MOTORNYWERHEID.—WYSIGING VAN MISA-MEDIESE HULPFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, met ingang van 1 Julie 1979 en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

DIE NASIONALE NYWERHEIDSVERSOENINGRAAD VIR DIE MOTORNYWERHEID

MISA- MEDIESE HULPFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen

The South African Motor Industry Employers' Association
en

The South African Vehicle Builders' and Repairers' Association (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en

The Motor Industry Staff Association

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

being parties to the National Industrial Council for the Motor Industry,

to amend the Misa Medical Aid Fund Agreement, published under Government Notice R. 1058 of 21 June 1974, as amended and extended by Government Notices R. 656 of 11 April 1975, R. 1034 of 17 June 1977, R. 350 of 3 March 1978 and R. 888 of 27 April 1979, as follows:

CLAUSE 7.—CONTRIBUTIONS

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

"(a) to each weekly contribution deducted in accordance with subclause (4) add the following amounts with effect from 1 July 1979:

(i) R2,58 for each clerical employee who registers dependants with the Fund; and

(ii) R2,18 for other clerical employees not referred to in subclause (2);".

Signed at Johannesburg on behalf of the parties this 24th day of April 1979.

F. J. HACKNEY, President of the Council.

T. ANDERSON, Member of the Council.

H. C. L. LOOCK, Secretary of the Council.

No. R. 1351

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE.—RENEWAL OF TRAINING FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notice R. 934 of 4 June 1976 to be effective from the date of publication of this notice and for the period ending 13 June 1981.

S. P. BOTHA, Minister of Labour.

No. R. 1352

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG

The following corrections to Government Notice R. 614 appearing in *Government Gazette* 6384 of 30 March 1979, are published for general information:

In the English and Afrikaans versions in paragraphs (b) and (c) of the Minister's declaration, substitute the expression "1 (1) (b)" for the expression "1 (2)" wherever it appears.

No. R. 1353

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—AMENDMENT OF PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Bedding Manufacturing Industry, shall be binding, with effect from the second

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

om die Misa- Mediese Hulpfondsooreenkoms, gepubliseer by Goewermmentskennisgewing R. 1058 van 21 Junie 1974, soos gewysig en verleng by Goewermmentskennisgewings R. 656 van 11 April 1975, R. 1034 van 17 Junie 1977, R. 350 van 3 Maart 1978 en R. 888 van 27 April 1979, soos volg te wysig:

KLOUSULE 7.—BYDRAE

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

"(a) met ingang van 1 Julie 1979 die volgende bedrae voeg by elke weeklikse bydrae wat ingevolge subklousule (4) afgetrek word:

(i) R2,58 vir elke klerklike werknemer wat afhanklikes by die Fonds registreer; en

(ii) R2,18 vir ander klerklike werknemers wat nie in subklousule (2) bedoel word nie;".

Namens die partye op hede die 24ste dag van April 1979 in Johannesburg onderteken.

F. J. HACKNEY, President van die Raad.

T. ANDERSON, Lid van die Raad.

H. C. L. LOOCK, Sekretaris van die Raad.

No. R. 1351

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, ORANJE-VRYSTAAT.—HERNUWING VAN OPLEIDINGSFONDSDOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermmentskennisgewing R. 934 van 4 Junie 1976 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 13 Junie 1981 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 1352

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

LEKKERGOEDNYWERHEID, JOHANNESBURG

Die onderstaande verbeterings van Goewermmentskennisgewing R. 614 wat in *Staatskoerant* 6384 van 30 Maart 1979 verskyn, word vir algemene inligting gepubliseer:

In die Engelse en Afrikaanse tekste in paragrawe (b) en (c) van die Minister se verklaring, vervang die uitdrukking "1 (2)" deur die uitdrukking "1 (1) (b)" waar dit ookal voorkom.

No. R. 1353

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—WYSIGING VAN VOORSORGFONDS-, SIEKTE-BYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGINGDOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Beddegoednywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie

Monday after the date of publication of this notice and for the period ending 31 October 1981, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement; excluding those contained in clauses 2, 3, 4 and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

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

National Association of Furniture and Allied Workers of South Africa

and the

National Union of Furniture and Allied Workers of South Africa

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

being parties to the Industrial Council for the Bedding Manufacturing Industry, Transvaal,

to amend the Agreement of the said Council published under Government Notice R. 2327 of 15 December 1972, as amended and extended by Government Notices R. 1517 of 8 August 1975, R. 1926 of 9 October 1975, R. 974 of 11 June 1976, R. 1954 and R. 1956 of 22 October 1976, R. 1306 of 15 July 1977, R. 2121 of 21 October 1977 and R. 1713 of 25 August 1978.

1. CLAUSE 3 OF CHAPTER I.—DEFINITIONS

(1) After the definition of "auditor" insert the following definition:

"'Burial Society' shall mean the 'Transvaal Bedding Workers' Burial Society' provided for in Chapter V of this Agreement;"

(2) In the definition of "dependant", insert the following subclause (d):

"(d) Chapter V: Persons defined as dependants in terms of clause 2 thereof;"

(3) Substitute the following for the definition of "member":

"'member' means an employee who has been admitted as a member of the Fund and/or Society and/or Association in terms of clause 3 of Chapter II, clause 3 of Chapter III, clause 3 of Chapter IV and clause 3 of Chapter V. The words 'member' and 'membership' shall have a corresponding meaning;"

2. CLAUSE 4 OF CHAPTER II.—CONTRIBUTIONS

In subclause (5), insert the following paragraph (c):

"(c) the Burial Society embodied in Chapter V of this Agreement, such subscriptions as are prescribed in clause 4 of Chapter V of this Agreement."

van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 2, 3, 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1981 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 Nywerheid in die provinsie Transvaal.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL.—VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGING

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenning, 1956, gesluit deur en aangegaan tussen die

Bedding Manufacturers' Association of the Transvaal (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Association of Furniture and Allied Workers of South Africa

en die

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Beddegoednywerheid, Transvaal,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing R. 2327 van 15 Desember 1972, soos gewysig en verleng by Goewermentskennisgewings R. 1517 van 8 Augustus 1975, R. 1926 van 9 Oktober 1975, R. 974 van 11 Junie 1976, R. 1954 en R. 1956 van 22 Oktober 1976, R. 1306 van 15 Julie 1977, R. 2121 van 21 Oktober 1977 en R. 1713 van 25 Augustus 1978, te wysig.

1. KLOUSULE 3 VAN HOOFSTUK I.—WOORD-OMSKRYWING

(1) Voeg die volgende omskrywing in na die omskrywing van "ouditeur":

"'Begravnisgenootskap' die Begravnisgenootskap vir Transvaalse Meubelwerkers waarvoor in Hoofstuk V van hierdie Ooreenkoms voorsiening gemaak word;"

(2) In die omskrywing van "afhanklike", voeg die volgende paragraaf (d) in:

"(d) Hoofstuk V: Persone omskryf as afhanklikes ingevolge klousule 2 daarvan;"

(3) Vervang die omskrywing van "lid" deur die volgende

"'lid' 'n werknemer wat toegelaat is as lid van die Fonds en/of Genootskap en/of Vereniging ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III, klousule 3 van Hoofstuk IV en klousule 3 van Hoofstuk V. Die woorde 'lid' en 'lidmaatskap' het 'n ooreenstemmende betekenis;"

2. KLOUSULE 4 VAN HOOFSTUK II.—BYDRAES

In subklousule (5), voeg die volgende paragraaf (c) in:

"(c) aan die Begravnisgenootskap soos beliggam in Hoofstuk V van hierdie Ooreenkoms, sodanige ledegeld oordra as wat in klousule 4 van Hoofstuk V van hierdie Ooreenkoms voorgeskryf word."

3. CLAUSE 7 OF CHAPTER III.—SUBSCRIPTIONS

(1) In subclause (1) (a), substitute the figure "R1,80" for the figure "R2" and the figure "90c" for the figure "R1", wherever it occurs.

(2) Delete subclause (1) (b).

(3) In subclause (2), substitute the figure "R1,80" for the figure "R2" where it occurs.

4. CLAUSE 4 OF CHAPTER IV.—SUBSCRIPTIONS

In subclause (1), substitute the figure "14" for the figure "16".

5. Insert the following new Chapter V:

"CHAPTER V**1. TRANSVAAL BEDDING WORKERS' BURIAL SOCIETY**

(1) The Burial Society known as 'The Transvaal Bedding Workers' Burial Society' is hereby established.

(2) The moneys of the Burial Society shall consist of—

(a) moneys standing to the credit of the Burial Society as from 2 July 1979;

(b) the subscriptions diverted to the Burial Society in terms of clause 4 (5) of Chapter II of this Agreement;

(c) interest derived from the investment of any moneys of the Burial Society; and

(d) any other moneys to which the Burial Society may become entitled or which may be donated to the Burial Society.

2. OBJECTS

(1) The objects of the Burial Society shall be to provide benefits for a member of the Burial Society in the event of the death of such member's dependants. For the purposes of this Chapter, 'dependant', in relation to a member, shall mean, at the discretion of the Committee, any one or more of the following:

(a) His wife; and/or

(b) his unmarried minor child and/or unmarried minor step-child and/or unmarried minor adopted child.

(2) The Committee's decision as to whom the dependants of the member are, in terms of this clause, shall, subject to the approval of the Council, be final.

3. MEMBERSHIP

(1) (a) Membership of the Burial Society shall be compulsory—

(i) only for members of the Fund continued in terms of Chapter II of this Agreement who are members of the trade unions and who are employed by members of the employers' organisation;

(ii) for apprentices and learners.

(b) Notwithstanding the provisions of subclause (a) hereof, membership shall further, at the discretion of the Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the subscriptions provided for in clause 4 of Part II of this Agreement.

(2) Subject to the provisions of subclause (3) hereof, membership of the Burial Society shall cease—

(a) as soon as there is a cessation of contributions in respect of such member; or

(b) when a member severs his connection with the Industry; such former member shall thereupon not be entitled to the benefits prescribed in clause 5 of this Chapter.

(3) Notwithstanding anything to the contrary contained in subclause (2) of this clause, membership shall not cease where the cessation of contributions is occasioned by—

(a) a member attaining the age of 65 years;

(b) unemployment which, in the opinion of the Committee whose decision shall be final, was not occasioned by an unwillingness to work and where such member pays the monthly contributions in advance, subject to a maximum of 13 weeks;

(c) the inability of the member to perform any work because of ill-health;

(d) short-time.

3. KLOUSULE 7 VAN HOOFSTUK III.—LEDEGELD

(1) In subklausule (1) (a), vervang die syfer "R2" deur die syfer "R1,80" en die syfer "R1", oral waar dit voorkom, deur die syfer "90c".

(2) Skrap subklausule (1) (b).

(3) In subklausule (2), vervang die syfer "R2" waar dit voorkom, deur die syfer "R1,80".

4. KLOUSULE 4 VAN HOOFSTUK IV.—LEDEGELD

In subklausule (1), vervang die syfer "16" deur die syfer "14".

5. Voeg die volgende nuwe Hoofstuk V in:

"HOOFSTUK V**1. BEGRAFNISGENOOTSKAP VIR TRANSVAALSE BEDDEGOEDWERKERS**

(1) Die Begrafnisgenootskap bekend as 'Die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers' word hierby ingestel.

(2) Die geld van die Begrafnisgenootskap bestaan uit—

(a) geld in die krediet van die Begrafnisgenootskap vanaf 2 Julie 1979;

(b) die ledegeld wat kragtens klausule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Begrafnisgenootskap oorgedra word;

(c) rente verkry uit die belegging van enige geld van die Begrafnisgenootskap; en

(d) enige ander geld waarop die Begrafnisgenootskap geregtig mag word of wat aan die Begrafnisgenootskap geskenk mag word.

2. DOELSTELLINGS

(1) Die doel van die Begrafnisgenootskap is om voorsiening te maak vir bystand vir 'n afhanklike van 'n lid van die Begrafnisgenootskap ingeval van die dood van sodanige lid se afhanklikes. Vir die toepassing van hierdie Hoofstuk, beteken 'afhanklike', met betrekking tot 'n lid, na die goeddunke van die Komitee, een of meer van die volgende:

(a) Sy eggenote; en/of

(b) sy ongetroude minderjarige kind en/of ongetroude minderjarige stiefkind en/of ongetroude minderjarige aangetroude kind.

(2) Behoudens goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklikes van die lid ingevolge hierdie klausule is, finaal.

3. LIDMAATSKAP

(1) (a) Lidmaatskap van die Begrafnisgenootskap is verpligtend—

(i) slegs vir lede van die Fonds wat kragtens Hoofstuk II van hierdie Ooreenkoms voortgesit word wat lede van die vakverenigings is en wat in diens is by lede van die werkgewersorganisasie;

(ii) vir vakleerlinge en leerlinge.

(b) Ondanks subklausule (a) hiervan, staan lidmaatskap voorts, na goeddunke van die Komitee, ook oop vir alle ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die ledegeld te betaal wat voorgeskryf word in klausule 4 van Deel II van hierdie Ooreenkoms.

(2) Behoudens subklausule (3) hiervan, eindig lidmaatskap van die Begrafnisgenootskap—

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; en

(b) wanneer 'n lid sy bande met die Nywerheid verbreek en sodanige voormalige lid dan nie geregtig is op die bystand wat in klausule 5 van hierdie Hoofstuk voorgeskryf word nie.

(3) Ondanks andersluidende bepalings in subklausule (2) van hierdie klausule, eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

(a) die bereiking, deur 'n lid, van die leeftyd van 65 jaar;

(b) werkloosheid wat, na die mening van die Komitee, wie se beslissing finaal is, nie veroorsaak is deur onwilligheid om te werk nie en sodanige lid die maandelikse bydraes vooruit betaal, behoudens 'n maksimum van 13 weke;

(c) die onvermoë van die lid om weens swak gesondheid te werk nie;

(d) korttyd.

4. SUBSCRIPTIONS

(1) The subscriptions payable in respect of each member shall be 22c per week and shall—

(a) in respect of a member referred to in clause 3 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II of this Agreement; and

(b) in respect of a member referred to in clause 3 (1) (b) of this Chapter, be deducted weekly by his employer from the wages of the member and forwarded month by month to the Secretary of the Burial Society.

5. BURIAL BENEFITS

(1) Upon the death of a dependant and subject to the provisions of clause 6 of this Chapter, the burial benefit payable to a member shall be—

(a) in the case of a dependant who had attained the age of 14 years: R300;

(b) in the case of a dependant who had attained the age of six years but less than 14 years: R200;

(c) in the case of a dependant who had not attained the age of six years and stillborns: R100.

6. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 5 of this Chapter, unless application therefor is made within a period of one year from the date of death of a dependant concerned or within such longer period (not exceeding three years from the date of death of the dependant concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant, whereafter the benefits shall revert to the Burial Society for the benefit of the remaining members, and there shall thereafter be no further claim against the Burial Society.

(2) If at any time the amount to the credit of the Burial Society drops below R2 500, payments in terms of clause 5 shall cease and shall not be resumed until the amount to the credit of the Burial Society exceeds R5 000.

7. ADMINISTRATION OF THE BURIAL SOCIETY

(1) The administration of the Burial Society shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every member shall notify the Secretary of the death of any dependant. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a dependant, notify the member by letter or circular that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the Secretary not having been notified of the latest address of a member and the Management Committee not being able to trace the member at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a dependant, the Committee shall insert an advertisement in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the member was normally resident, stating the fact that benefits are available for collection upon application by the member at an address specified by the Committee.

8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Burial Society and administer the general business and activities of the Burial Society in accordance with the provisions of this Chapter and, in so doing, the Committee shall take all such steps as it may deem necessary for, or which it considers will be conducive towards or will assist in the attainment of such object.

4. LEDEGELD

(1) Die ledegeld wat ten opsigte van elke lid betaalbaar is, is 22c per week en moet—

(a) ten opsigte van 'n lid in klousule 3 (1) (a) van hierdie Hoofstuk bedoel, in gelyke dele oorgedra word kragtens klousule 4 (5) van Hoofstuk II uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkomste voorgeskryf word; en

(b) ten opsigte van 'n lid in klousule 3 (1) (b) van hierdie Hoofstuk bedoel, weekliks deur sy werkgever afgetrek word van die lid se loon en maand vir maand aan die Sekretaris van die Begrafnisgenootskap gestuur word.

5. BEGRAFNISBYSTAND

(1) By die dood van 'n afhanklike en, behoudens klousule 6 van hierdie Hoofstuk, is die begrafnisbystand wat aan 'n lid betaalbaar is—

(a) in die geval van 'n afhanklike wat die ouderdom van 14 jaar bereik het: R300;

(b) in die geval van 'n afhanklike wat die ouderdom van ses jaar maar minder as 14 jaar bereik het: R200;

(c) in die geval van 'n afhanklike wat die ouderdom van ses jaar bereik het en doodgebore afhanklikes: R100.

6. BEPERKING VAN BYSTAND

(1) Geen betaling word ingevolge klousule 5 van hierdie Hoofstuk gedoen nie, tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van die dood van 'n betrokke afhanklike of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van die dood van die betrokke afhanklike) as wat die Komitee mag toelaat as hy daarvan oortuig is dat die verdrag van die aansoek veroorsaak is deur omstandighede buite die beheer van die aansoeker. Daarna val die bystand terug aan die Begrafnisgenootskap ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Begrafnisgenootskap nie.

(2) As die bedrag in die krediet van die Begrafnisgenootskap te eniger tyd benede R2 500 daal, moet betalings ingevolge klousule 5 eindig en moet dit nie weer hervat word voordat die bedrag in die krediet van die Begrafnisgenootskap meer as R5 000 is nie.

7. ADMINISTRASIE VAN DIE BEGRAFNIS-GENOOTSKAP

(1) Die administrasie van die Begrafnisgenootskap berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenewens, drie werkgewer-verteenwoordigers en drie werknemerverteenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke lid moet die Sekretaris in kennis stel van die dood van enige afhanklike. Nadat hy inligting uit enige bron van die dood van 'n afhanklike ontvang het, moet die Sekretaris so gou doenlik die lid per brief of omsendbrief daarvan verwittig dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n lid nie en die Bestuurskomitee nie daartoe in staat is om die lid by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n afhanklike ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat sirkuleer in die distrik waarin die lid normaalweg woonagtig was, met die strekking dat bystand beskikbaar is vir opvordering op aansoek deur die lid by 'n adres wat uitdruklik deur die Komitee gemeld word.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad, bepaal die Komitee die beleid van die Begrafnisgenootskap en administreer hy die algemene sake en werksaamhede van die Begrafnisgenootskap ooreenkomstig die bepalings van hierdie Hoofstuk, en by die uitoefening van hierdie funksies doen die Komitee al sodanige stappe as wat hy nodig ag of wat hy ag bevorderlik te wees vir of wat sal help met die verwesenliking van sodanige oogmerk.

(2) The Committee shall collect and receive all revenue of the Burial Society and shall deposit all moneys so received without delay in a banking account opened in the name of the Burial Society. An official receipt shall be issued for all cash moneys received into the Burial Society and withdrawals from the Burial Society shall be by cheque signed by such persons as may, from time to time, be authorised by the Council, and countersigned by the Secretary of the Burial Society.

In particular, the Committee may—

(a) realise, sell or otherwise dispose of or deal with any of the assets of the Burial Society;

(b) contract with an insurance company registered in terms of Act 27 of 1943, as amended, to underwrite all or any of the benefits prescribed in clause 5 of this Chapter.

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Burial Society: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law. A copy of the rules and any amendment thereof shall be transmitted to the Secretary for Labour.

(4) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.

(5) Should a dispute arise at any time as to the administration of the Burial Society, in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

9. FINANCIAL CONTROL

(1) All expenses incurred in connection with the administration of the Burial Society shall be a charge upon the Burial Society.

(2) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause 2 (6) of Chapter II of this Agreement.

(3) The financial year of the Burial Society shall end on 28 February of each year.

(4) As soon as possible after 28 February of each year the Burial Society shall prepare a statement of all revenue and expenditure of the Burial Society and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ended 28 February, which shall be certified by the auditor and countersigned by the Chairman of the Burial Society and submitted to the Council with any report by the auditor thereon.

(5) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period to which they relate be submitted to the Secretary for Labour.

10. DISSOLUTION OF THE BURIAL SOCIETY

(1) The provisions of clause 7 (1) to clause 7 (4) of Chapter II of this Agreement shall *mutatis mutandis* apply in respect of the Burial Society.

(2) Upon the liquidation of the Burial Society in accordance with the provisions of clause 7 (1) or 7 (2) of Chapter II of this Agreement, the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Burial Society into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the funds of the Burial Society.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Burial Society upon liquidation in accordance with subclause (2), such moneys shall be paid into the Transvaal Bedding Workers' Sick Benefit Society.

(4) In the event of the Sick Benefit Society having been liquidated, then the moneys referred to in subclause (3) hereof shall be paid into the general funds of the Council.

(2) Die Komitee moet alle inkomste van die Begrafnisgenootskap invorder, dit in ontvangs neem en alle geld aldus ontvang sonder versuim deponeer in 'n bankrekening wat op naam van die Begrafnisgenootskap geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle kontantgeld deur die Begrafnisgenootskap ontvang, en onttrekkings uit die Begrafnisgenootskap moet geskied per tjek wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die Sekretaris van die Begrafnisgenootskap medeonderteken moet word.

In die besonder kan die Komitee—

(a) enige bates van die Begrafnisgenootskap te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(b) 'n kontrak met 'n versekeringsmaatskappy, geregistreer ooreenkomstig Wet 27 van 1943, soos gewysig, aangaan om alle of enige bystand te verseker wat in klousule 5 van hierdie Hoofstuk, voorgeskryf word.

(3) Die Raad het die bevoegdheid om sy eie prosedureëls vir die Komitee voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Begrafnisgenootskap te maak, te wysig en te verander: Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met die bepalinge van hierdie Ooreenkoms of die bepalinge van enige ander wet mag wees nie. 'n Afskrif van die reëls en enige wysiging daarvan moet aan die Sekretaris van Arbeid gestuur word.

(4) Ingeval die Bestuurskomitee, om watter rede ook al, nie in staat is om sy pligte na te kom nie moet die Raad sodanige pligte waarneem en sy bevoegdhede uitoefen.

(5) Ingeval 'n geskil te eniger tyd ontstaan oor die administrasie van die Begrafnisgenootskap waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir 'n beslissing na die Raad verwys word.

9. FINANSIËLE BEHEER

(1) Alle uitgawes wat in verband met die administrasie van die Begrafnisgenootskap aangegaan word, kom ten laste van die Begrafnisgenootskap.

(2) Alle geld wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(3) Die boekjaar van die Begrafnisgenootskap sluit elke jaar op 28 Februarie.

(4) So gou doenlik na 28 Februarie elke jaar moet die Begrafnisgenootskap 'n staat opstel van alle uitgawes en inkomste van die Begrafnisgenootskap, asook 'n balansstaat wat die bates en laste toon ten opsigte van die voorafgaande tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Begrafnisgenootskap medeonderteken moet word en saam met enige verslag daaroor deur die ouditeur aan die Raad voorgelê moet word.

(5) Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het, aan die Sekretaris van Arbeid voorgelê word.

10. ONTBINDING VAN DIE BEGRAFNISGENOOTSAP

(1) Die bepalinge van klousule 7 (1) tot klousule 7 (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Begrafnisgenootskap.

(2) By die likwidering van die Begrafnisgenootskap ingevolge klousule 7 (1) of 7 (2) van Hoofstuk II van hierdie Ooreenkoms moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Begrafnisgenootskap in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasielaste uit die fondse van die Begrafnisgenootskap betaal.

(3) Ondanks anderluidende bepalinge in hierdie Hoofstuk, moet alle geld, as daar geld daarna in die krediet van die Begrafnisgenootskap oorbly, nadat dit ooreenkomstig subklousule (2) gelikwedeer is, inbetaal word in die Siektebystandsgenootskap vir Transvaalse Meubelwerkers.

(4) Ingeval die Siektebystandsgenootskap vir Transvaalse Beddegoedwerkers gelikwedeer is, moet die geld in subklousule (3) hiervan vermeld in die algemene fondse van die Raad inbetaal word.

(5) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys referred to in subclause (3) shall, in the event of the Sick Benefit Society also already having been liquidated, be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council."

This Agreement signed on behalf of the parties at Johannesburg this 27th day of March 1979.

A. J. M. GROENEWALD, Chairman of the Council.

I. LASAROW, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

No. R. 1354

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.—AMENDMENT OF PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1981, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1), 3, 4, 5 and 6, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (2) of the Amending Agreement.

S. P. BOTHA, Minister of Labour.

SCHEDULE

THE INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Transvaal Furniture and Upholstery Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union" or the "trade unions"), of the other part, being parties to the Industrial Council for the Furniture Manufacturing Industry, Transvaal,

to amend the Agreement of the said Council published under Government Notice R. 2330 of 15 December 1972, as amended and extended by Government Notices R. 1659 of 14 September

(5) As die sake van die Raad reeds bereedder en die saldo van die Raad se fondse verdeel is, moet die geld wat in subklousule (3) vermeld word, ingeval die Siektebystandgenootskap vir Transvaalse Meubelwerkers ook reeds gelikwedeer is, verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak."

Hierdie Ooreenkoms is namens die partye op hede die 27ste dag van Maart 1979 in Johannesburg onderteken.

A. J. M. GROENEWALD, Voorsitter van die Raad.

I. LASAROW, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

No. R. 1354

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, TRANSVAAL. — WYSIGING VAN VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGINGOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 3, 4, 5 en 6, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (2) van die Wysigingsooreenkoms.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, TRANSVAAL.—VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGING OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Transvaal Furniture and Upholstery Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

en die

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermmentskennisgewing R. 2330 van 15 Desember 1972, soos gewysig en verleng by Goewermmentskennisgewings R. 1659 van 14 September 1973, R. 825 van 17 Mei 1974, R. 1521 van 8

1973, R. 825 of 17 May 1974, R. 1521 of 8 August 1975, R. 1925 of 9 October 1975, R. 977 of 11 June 1976, R. 1950 and R. 1952 of 22 October 1976, R. 1304 of 15 July 1977, R. 2120 of 21 October 1977 and R. 1715 of 25 August 1978.

CHAPTER I

1. SCOPE OF APPLICATION

The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Transvaal—

(1) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions who are engaged or employed therein;

(2) in the Province of the Transvaal and in the Magisterial Districts of Mafeking and Vryburg.

2. CLAUSE 3 OF CHAPTER I.—DEFINITIONS

(1) After the definition of "auditor" insert the following definition:

"'Burial Society' shall mean the Transvaal Furniture Workers' Burial Society provided for in Chapter V of this Agreement;"

(2) In the definition of "dependant", insert the following subclause (d):

"(d) Chapter V: Persons defined as dependants in terms of clause 2 thereof;"

(3) Substitute the following for the definition of "member":

"'member' means an employee who has been admitted as a member of the Fund and/or Society and/or Association in terms of clause 3 of Chapter II, clause 3 of Chapter III, clause 3 of Chapter IV and clause 3 of Chapter V. The words 'member' and 'membership' shall have a corresponding meaning;"

3. CLAUSE 4 OF CHAPTER II.—CONTRIBUTIONS

In subclause (5), insert the following paragraph (c):

"(c) the Burial Society embodied in Chapter V of this Agreement, such subscriptions as are prescribed in clause 4 of Chapter V of this Agreement."

4. CLAUSE 7 OF CHAPTER III.—SUBSCRIPTIONS

(1) In subclause (1) (a), substitute the figure "R1,80" for the figure "R2" and the figure "90c" for the figure "R1", wherever it occurs.

(2) Delete subclause (1) (b).

(3) In subclause (2), substitute the figure "R1,80" for the figure "R2" where it occurs.

5. CLAUSE 4 OF CHAPTER IV.—SUBSCRIPTIONS

In subclause (1), substitute the figure "14" for the figure "16".

6. Insert the following new Chapter V:

"CHAPTER V

1. TRANSVAAL FURNITURE WORKERS' BURIAL SOCIETY

(1) The Burial Society known as 'The Transvaal Furniture Workers' Burial Society' is hereby established.

(2) The moneys of the Burial Society shall consist of—

(a) moneys standing to the credit of the Burial Society as from 2 July 1979;

(b) the subscriptions diverted to the Burial Society in terms of clause 4 (5) of Chapter II of this Agreement;

(c) interest derived from the investment of any moneys of the Burial Society; and

(d) any other moneys to which the Burial Society may become entitled or which may be donated to the Burial Society.

2. OBJECTS

(1) The objects of the Burial Society shall be to provide benefits for a member of the Burial Society in the event of the death of such member's dependants. For the purposes of

Augustus 1975, R. 1925 van 9 Oktober 1975, R. 977 van 11 Junie 1976, R. 1950 en R. 1952 van 22 Oktober 1976, R. 1304 van 15 Julie 1977, R. 2120 van 21 Oktober 1977 en R. 1715 van 25 Augustus 1978, te wysig.

HOOFSTUK I

1. TOEPASSINGSBESTEK

1. Hierdie Ooreenkoms moet in die Meubelnywerheid, Transvaal, nagekom word—

(1) deur alle werkgewers wat lede van die werkgewers-organisasie is en deur alle werknemers wat lede van die vakverenigings is en wat by die Nywerheid betrokke of daarin werksaam is; en

(2) in die provinsie Transvaal en die landdrosdistrikte Mafeking en Vryburg.

2. KLOUSULE 3 VAN HOOFSTUK I.—WOORDOMSKRYWING

(1) Voeg die volgende omskrywing in na die omskrywing van "ouditeur":

"'Begrafnisgenootskap' die Begrafnisgenootskap vir Transvaalse Meubelwerkers waarvoor in Hoofstuk V van hierdie Ooreenkoms voorsiening gemaak word;"

(2) In die omskrywing van "afhanklike", voeg die volgende paragraaf (d) in:

"(d) Hoofstuk V: Persone omskryf as afhanklikes ingevolge klousule 2 daarvan;"

(3) Vervang die definisie van "lid" deur die volgende:

"'lid' 'n werknemer wat toegelaat is as lid van die Fonds en/of Genootskap en/of Vereniging ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III, klousule 3 van Hoofstuk IV en klousule 3 van Hoofstuk V. Die woorde 'lid' en 'lidmaatskap' het 'n ooreenstemmende betekenis;"

3. KLOUSULE 4 VAN HOOFSTUK II.—BYDRAES

In subklousule (5), voeg die volgende paragraaf (c) in:

"(c) aan die Begrafnisgenootskap soos beliggaam in Hoofstuk V van hierdie Ooreenkoms, sodanige ledegeld oordra as wat in klousule 4 van Hoofstuk V van hierdie Ooreenkoms voorgeskryf word."

4. KLOUSULE 7 VAN HOOFSTUK III.—LEDEGELD

(1) In subklousule (1) (a), vervang die syfer "R2" deur die syfer "R1,80" en die syfer "R1", oral waar dit voorkom, deur die syfer "90c".

(2) Skrap subklousule (1) (b).

(3) In subklousule (2), vervang die syfer "R2", waar dit voorkom, deur die syfer "R1,80".

5. KLOUSULE 4 VAN HOOFSTUK IV.—LEDEGELD

In subklousule (1), vervang die syfer "16" deur die syfer "14".

6. Voeg die volgende nuwe Hoofstuk V in:

"HOOFSTUK V

1. BEGRAFNISGENOOTSKAP VIR TRANSVAALSE MEUBELWERKERS

(1) Die Begrafnisgenootskap bekend as 'Die Begrafnisgenootskap vir Transvaalse Meubelwerkers' word hierby ingestel.

(2) Die geld van die Begrafnisgenootskap bestaan uit—

(a) geld in die krediet van die Begrafnisgenootskap vanaf 2 Julie 1979;

(b) die ledegeld wat kragtens klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Begrafnisgenootskap oorgedra word;

(c) rente verkry uit die belegging van enige geld van die Begrafnisgenootskap; en

(d) enige ander geld waarop die Begrafnisgenootskap geregtig mag word of wat aan die Begrafnisgenootskap geskenk mag word.

2. DOELSTELLINGS

(1) Die doel van die Begrafnisgenootskap is om voorsiening te maak vir bystand vir 'n afhanklike van 'n lid van die Begrafnisgenootskap ingeval van die dood van sodanige lid

this Chapter, 'dependant' in relation to a member shall mean at the discretion of the Committee any one or more of the following:

- (a) His wife; and/or
 - (b) his unmarried minor child and/or unmarried minor step-child and/or unmarried minor adopted child.
- (2) The Committee's decision as to whom the dependants of the member are, in terms of this clause, shall, subject to the approval of the Council, be final.

3. MEMBERSHIP

(1) (a) Membership of the Burial Society shall be compulsory—

(i) only for members of the Fund continued in terms of Chapter II of this Agreement who are members of the trade unions and who are employed by members of the employers' organisation;

(ii) for apprentices and learners.

(b) Notwithstanding the provisions of subclause (a) hereof, membership shall further, at the discretion of the Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the subscriptions provided for in clause 4 of Part II of this Agreement.

(2) Subject to the provisions of subclause (3) hereof, membership of the Burial Society shall cease—

(a) as soon as there is a cessation of contributions in respect of such member; or

(b) when a member severs his connection with the Industry, such former member shall thereupon not be entitled to the benefits prescribed in clause 5 of this Chapter.

(3) Notwithstanding anything to the contrary contained in subclause (2) of this clause, membership shall not cease where the cessation of contributions is occasioned by—

(a) a member attaining the age of 65 years;

(b) unemployment which, in the opinion of the Committee whose decision shall be final, was not occasioned by an unwillingness to work and where such member pays the monthly contributions in advance, subject to a maximum of 13 weeks;

(c) the inability of the member to perform any work because of ill-health;

(d) short-time.

4. SUBSCRIPTIONS

(1) The subscriptions payable in respect of each member shall be 22c per week and shall—

(a) in respect of a member referred to in clause 3 (1) (a) of this Chapter, be divided in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II of this Agreement; and

(b) in respect of a member referred to in clause 3 (1) (b) of this Chapter, be deducted weekly by his employer from the wages of the member and forwarded month by month to the Secretary of the Burial Society.

5. BURIAL BENEFITS

(1) Upon the death of a dependant and subject to the provisions of clause 6 of this Chapter, the burial benefit payable to a member shall be—

(a) in the case of a dependant who had attained the age of 14 years: R300;

(b) in the case of a dependant who had attained the age of six years but less than 14 years: R200;

(c) in the case of a dependant who had not attained the age of six years and stillborns: R100.

6. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 5 of this Chapter, unless application therefor is made within a period of one year from the date of death of a dependant concerned or within such longer period (not exceeding three years from the date of death of the dependant concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant, whereafter the benefits shall revert to the Burial Society for the benefit of the remaining members, and there shall thereafter be no further claim against the Burial Society.

se afhanklikes. Vir die toepassing van hierdie Hoofstuk, beteken 'afhanklike', met betrekking tot 'n lid, na die goeddunke van die Komitee, een of meer van die volgende:

(a) Sy eggenote; en/of

(b) sy ongetroude minderjarige kind en/of ongetroude minderjarige stiefkind en/of ongetroude minderjarige aangenome kind.

(2) Behoudens goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklikes van die lid ingevolge hierdie klousule is, finaal.

3. LIDMAATSKAP

(1) (a) Lidmaatskap van die Begrafnisgenootskap is verpligtend—

(i) slegs vir lede van die Fonds wat kragtens Hoofstuk II van hierdie Ooreenkoms voortgesit word wat lede van die vakverenigings is en wat in diens is by lede van die werkgewersorganisasie;

(ii) vir vakleerlinge en leerlinge.

(b) Ondanks subklousule (a) hiervan, staan lidmaatskap voorts, na goeddunke van die Komitee, ook oop vir alle ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die ledegeld te betaal wat voorgeskryf word in klousule 4 van Deel II van hierdie Ooreenkoms.

(2) Behoudens subklousule (3) hiervan, eindig lidmaatskap van die Begrafnisgenootskap—

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; en

(b) wanneer 'n lid sy bande met die Nywerheid verbreek en sodanige voormalige lid dan nie geregtig is op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.

(3) Ondanks andersluidende bepalings in subklousule (2) van hierdie klousule, eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

(a) die bereiking, deur 'n lid, van die leeftyd van 65 jaar;

(b) werkloosheid wat, na die mening van die Komitee, wie se beslissing finaal is, nie veroorsaak is deur onwilligheid om te werk nie en sodanige lid die maandelikse bydraes vooruit betaal, behoudens 'n maksimum van 13 weke;

(c) die onvermoë van die lid om weens swak gesondheid te werk nie;

(d) korttyd.

4. LEDEGELD

(1) Die ledegeld wat ten opsigte van elke lid betaalbaar is, is 22c per week en moet—

(a) ten opsigte van 'n lid in klousule 3 (1) (a) van hierdie Hoofstuk bedoel, in gelyke dele oorgedra word kragtens klousule 4 (5) van Hoofstuk II uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms voorgeskryf word, en

(b) ten opsigte van 'n lid in klousule 3 (1) (b) van hierdie Hoofstuk bedoel, weekliks deur sy werkgewer afgetrek word van die lid se loon en maand vir maand aan die Sekretaris van die Begrafnisgenootskap gestuur word.

5. BEGRAFNISBYSTAND

(1) By die dood van 'n afhanklike en, behoudens klousule 6 van hierdie Hoofstuk, is die begrafnisbystand wat aan 'n lid betaalbaar is—

(a) in die geval van 'n afhanklike wat die ouderdom van 14 jaar bereik het: R300;

(b) in die geval van 'n afhanklike wat die ouderdom van ses jaar maar minder as 14 jaar bereik het: R200;

(c) in die geval van 'n afhanklike wat die ouderdom van ses jaar bereik het en doodgebore afhanklikes: R100.

6. BEPERKING VAN BYSTAND

(1) Geen betaling word ingevolge klousule 5 van hierdie Hoofstuk gedoen nie, tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van die dood van 'n betrokke afhanklike of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van die dood van die betrokke afhanklike) as wat die Komitee mag toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die aansoeker. Daarna val die bystand terug aan die Begrafnisgenootskap ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Begrafnisgenootskap nie.

(2) If at any time the amount to the credit of the Burial Society drops below R2 500, payments in terms of clause 5 shall cease and shall not be resumed until the amount to the credit of the Burial Society exceeds R5 000.

7. ADMINISTRATION OF THE BURIAL SOCIETY

(1) The administration of the Burial Society shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every member shall notify the Secretary of the death of any dependant. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a dependant, notify the member by letter or circular that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the Secretary not having been notified of the latest address of a member and the Management Committee not being able to trace the member at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a dependant, the Committee shall insert an advertisement in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the member was normally resident, stating the fact that benefits are available for collection upon application by the member at an address specified by the Committee.

8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Burial Society and administer the general business and activities of the Burial Society in accordance with the provisions of this Chapter and, in so doing, the Committee shall take all such steps as it may deem necessary for, or which it considers will be conducive towards or will assist in the attainment of such object.

(2) The Committee shall collect and receive all revenue of the Burial Society and shall deposit all moneys so received without delay in a banking account opened in the name of the Burial Society. An official receipt shall be issued for all cash moneys received into the Burial Society and withdrawals from the Burial Society shall be by cheque signed by such persons as may, from time to time, be authorised by the Council, and countersigned by the Secretary of the Burial Society.

In particular, the Committee may—

(a) realise, sell or otherwise dispose of or deal with any of the assets of the Burial Society;

(b) contract with an Insurance Company registered in terms of Act 27 of 1943, as amended, to underwrite all or any of the benefits prescribed in clause 5 of this Chapter.

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Burial Society: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law. A copy of the rules and any amendment thereof shall be transmitted to the Secretary for Labour.

(4) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.

(5) Should a dispute arise at any time as to the administration of the Burial Society, in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

9. FINANCIAL CONTROL

(1) All expenses incurred in connection with the administration of the Burial Society shall be a charge upon the Burial Society.

(2) As die bedrag in die kredit van die Begrafnisgenootskap te eniger tyd benede R2 500 daal, moet betalings ingevolge klousule 5 eindig en moet die nie weer hervat word voordat die bedrag in die kredit van die Begrafnisgenootskap meer as R5 000 is nie.

7. ADMINISTRASIE VAN DIE BEGRAFNISGENOOTSKAP

(1) Die administrasie van die Begrafnisgenootskap berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenewens, drie werkgewer-verteenwoordigers en drie werknemerverteenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke lid moet die Sekretaris in kennis stel van die dood van enige afhanklike. Nadat hy inligting uit enige bron van die dood van 'n afhanklike ontvang het, moet die Sekretaris so gou doenlik die lid per brief of omsendbrief daarvan verwittig dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n lid nie en die Bestuurskomitee nie daartoe in staat is om die lid by sy/haar jongsbekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n afhanklike ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat sirkuleer in die distrik waarin die lid normaalweg woonagtig was, met die strekking dat bystand beskikbaar is vir opvordering op aansoek deur die lid by 'n adres wat uitdruklik deur die Komitee gemeld word.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad, bepaal die Komitee die beleid van die Begrafnisgenootskap en administreer hy die algemene sake en werksaamhede van die Begrafnisgenootskap ooreenkomstig die bepalings van hierdie Hoofstuk, en by die uitoefening van hierdie funksies doen die Komitee al sodanige stappe as wat hy nodig ag, of wat hy ag bevorderlik te wees vir of wat sal help met die verwesenliking van sodanige oogmerk.

(2) Die Komitee moet alle inkomste van die Begrafnisgenootskap invorder, dit in ontvangs neem en alle gelde aldus ontvang sonder versuim deponeer in 'n bankrekening wat op naam van die Begrafnisgenootskap geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle kontantgeld deur die Begrafnisgenootskap ontvang, en onttrekkings uit die Begrafnisgenootskap moet geskied per tjek wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die Sekretaris van die Begrafnisgenootskap medeonderteken moet word.

In die besonder kan die Komitee—

(a) enige bates van die Begrafnisgenootskap te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(b) 'n kontrak met 'n versekeringsmaatskappy, geregistreer ooreenkomstig Wet 27 van 1943, soos gewysig, aangaan om alle of enige bystand te verseker wat in klousule 5 van van hierdie Hoofstuk, voorgeskryf word.

(3) Die Raad het die bevoegdheid om sy eie prosedureëls vir die Komitee voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Begrafnisgenootskap te maak, te wysig en te verander: Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of die bepalings van enige ander wet mag wees nie. 'n Afskrif van die reëls en enige wysiging daarvan moet aan die Sekretaris van Arbeid gestuur word.

(4) Ingeval die Bestuurskomitee, om watter rede ook al, nie in staat is om sy pligte na te kom nie moet die Raad sodanige pligte waarneem en sy bevoegdhede uitoefen.

(5) Ingeval 'n geskil te eniger tyd ontstaan oor die administrasie van die Begrafnisgenootskap waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir 'n beslissing na die Raad verwys word.

9. FINANSIELE BEHEER

(1) Alle uitgawes wat in verband met die administrasie van die Begrafnisgenootskap aangegaan word, kom ten laste van die Begrafnisgenootskap.

(2) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause 2 (6) of Chapter II of this Agreement.

(3) The financial year of the Burial Society shall end on 28 February of each year.

(4) As soon as possible after 28 February of each year the Burial Society shall prepare a statement of all revenue and expenditure of the Burial Society and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ended 28 February, which shall be certified by the auditor and countersigned by the Chairman of the Burial Society and submitted to the Council with any report by the auditor thereon.

(5) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period to which they relate be submitted to the Secretary for Labour.

10. DISSOLUTION OF THE BURIAL SOCIETY

(1) The provisions of clause 7 (1) to clause 7 (4) of Chapter II of this Agreement shall *mutatis mutandis* apply in respect of the Burial Society.

(2) Upon the liquidation of the Burial Society in accordance with the provisions of clause 7 (1) or 7 (2) of Chapter II of this Agreement, the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Burial Society into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the funds of the Burial Society.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Burial Society upon liquidation in accordance with subclause (2), such moneys shall be paid into the Transvaal Furniture Workers' Sick Benefit Society.

(4) In the event of the Sick Benefit Society having been liquidated, then the moneys referred to in subclause (3) hereof shall be paid into the general funds of the Council.

(5) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys referred to in subclause (3) shall, in the event of the Sick Benefit Society also already having been liquidated, be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council."

This Agreement signed on behalf of the parties at Johannesburg, this 27th day of March 1979.

A. J. M. GROENEWALD, Chairman of the Council.

I. R. MYERS, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

No. R. 1355

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, KIMBERLEY.—AMENDMENT OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(2) Alle geld wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(3) Die boekjaar van die Begrafnisgenootskap sluit elke jaar op 28 Februarie.

(4) So gou doenlik na 28 Februarie elke jaar moet die Begrafnisgenootskap 'n staat opstel van alle uitgawes en inkomste van die Begrafnisgenootskap, asook 'n balansstaat wat die bates en laste toon ten opsigte van die voorafgaande tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Begrafnisgenootskap medeonderteken moet word en saam met enige verslag daarvoor deur die ouditeur aan die Raad voorgelê moet word.

(5) Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het, aan die Sekretaris van Arbeid voorgelê word.

10. ONTBINDING VAN DIE BEGRAFNISGENOOTSKAP

(1) Die bepalinge van klousule 7 (1) tot klousule 7 (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Begrafnisgenootskap.

(2) By die likwidering van die Begrafnisgenootskap in gevolge klousule 7 (1) of 7 (2) van Hoofstuk II van hierdie Ooreenkoms moet die Komitee, likwidateur of trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Begrafnisgenootskap in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasielaste uit die fondse van die Begrafnisgenootskap betaal.

(3) Ondanks andersluidende bepalinge in hierdie Hoofstuk, moet alle geld, as daar geld daarna in die krediet van die Begrafnisgenootskap oorbly, nadat dit ooreenkomstig subklousule (2) gelikwideer is, inbetaal word in die Siektebystandsgenootskap vir Transvaalse Meubelwerkers.

(4) Ingeval die Siektebystandsgenootskap vir Transvaalse Meubelwerkers gelikwideer is, moet die geld in subklousule (3) hiervan vermeld in die algemene fondse van die Raad inbetaal word.

(5) As die sake van die Raad reeds bereedder en die saldo van die Raad se fondse verdeel is, moet die geld wat in subklousule (3) vermeld word, ingeval die Siektebystandsgenootskap vir Transvaalse Meubelwerkers ook reeds gelikwideer is, verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak."

Hierdie Ooreenkoms is namens die partye op hede die 27ste dag van Maart 1979 in Johannesburg onderteken.

A. J. M. GROENEWALD, Voorsitter van die Raad.

I. R. MYERS, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad

No. R. 1355

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, KIMBERLEY.—WYSIGING VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 4 and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area specified in clause 1 (1) (b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in clause 1 (1) (b) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 4 and 5, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Kimberley Master Builders' and Allied Trades Association of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa

of the other part,

being parties to the Industrial Council for the Building Industry, Kimberley,

to amend the Agreement published under Government Notice R. 907 of 28 May 1976, as amended and extended by Government Notices R. 1812 of 1 October 1976, R. 2403 of 10 December 1976, R. 2196 of 28 October 1977, R. 1531 of 28 July 1978 and R. 706 of 30 March 1979.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by the employers and the employees who are members of the employer's organisation and the trade union, respectively;

(b) in an area bounded by and included in a radius of 9,65 kilometres from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of 9,65 kilometres.

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

(a) apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;

(b) trainees under the Training of Artisans Act, 1951, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 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 Nywerheid in die gebied gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, in die gebied gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenning, 1956, gesluit deur en aangegaan tussen die

Kimberley Master Builders' and Allied Trades Association aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa

aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley,

om die Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 907 van 28 Mei 1976, soos gewysig en verleng by Goewermmentskennisgewings R. 1812 van 1 Oktober 1976, R. 2403 van 10 Desember 1976, R. 2196 van 28 Oktober 1977, R. 1531 van 28 Julie 1978 en R. 706 van 30 Maart 1979, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewers en die werknemers wat onskiedelik lede van die werkgewersorganisasie en die vakvereniging is;

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 9,65 kilometer vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie die Oranje-Vrystaat wat binne genoemde straal van 9,65 kilometer val.

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

(a) op vakleerlinge slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(b) op kwekelinge wat opgelei word ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

2. CLAUSE 4.—WAGES

Substitute the following for this clause:

"CLAUSE 4.—WAGES

(1) Subject to the remaining provisions of this clause no employer shall pay and no employee shall accept wages at a lower rate than the following:

	Per hour cents
(a) Labourers—	
with less than 12 months service.....	43
with 12 months' service or more with the same employer.....	44
(b) Skilled labourers—	
with less than 12 month service.....	57
with 12 months' service or more with the same employer.....	58
(c) Drivers:	
Vehicles with a pay-load of six metric tons or more.....	95
Vehicles with a pay-load of three metric tons or more but less than six metric tons.....	81
All other vehicles.....	68

Per week

(d) Watchmen.....	R 25,41
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Provided that—

- (i) the wages prescribed in this paragraph shall be in respect of a six-day week comprising six shifts not exceeding 12 hours per shift;
- (ii) in the event of a lesser number of shifts being worked than that prescribed in proviso (i) the rate per week may be reduced pro rata.

Per hour
cents

(e) Journeymen's assistant, Class I.....	95
(f) Journeymen's assistant, Class II.....	85
(g) Employees engaged in floorlaying and glazing....	139
(h) Journeymen in all other trades.....	174

(2) Notwithstanding the provisions of subclause (1), an employer shall pay to each of the undermentioned classes of employees in his employ who has worked a full week of not less than 45 ordinary hours or who has been present and available to work the ordinary hours as required by his employer a wage of not less than:

Per hour
cents

(a) Labourers—	
with less than 12 months service.....	46
with 12 months' service or more with the same employer.....	50
(b) Skilled labourers—	
with less than 12 months' service.....	60
with 12 months' service or more with the same employer.....	64
(c) Employees engaged in floorlaying and glazing....	154
(d) Journeymen in all other trades.....	188

Provided that the occurrence of a paid holiday or the commencement or termination of employment of an employee during any week shall not affect the employee's right to such higher rate.

(3) *Differential rates.*—An employee who on any day performs two or more classes of work for which different rates of wages are prescribed in subclause (1), shall be paid at a rate of the higher wage for all hours worked on such day.

(4) *Dangerous work.*—In addition to the wage prescribed, an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which employees are engaged in the performance of dangerous work.

"Dangerous work" shall mean all underpinning of buildings or structures, working in old drains, on swinging scaffolds, bosuns chairs or any work performed at more than 12 m clear above ground level".

2. KLOUSULE 4.—LONE

Vervang hierdie klousule deur die volgende:

"KLOUSULE 4.—LONE

(1) Behoudens die oorblywende bepalings van hierdie klousule mag geen laer lone as dié hieronder, deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

	Per uur sent
(a) Arbeiders—	
met minder as 12 maande diens.....	43
met 12 maande of langer diens by dieselfde werkgever.....	44
(b) Geskoolde arbeiders—	
met minder as 12 maande diens.....	57
met 12 maande of langer diens by dieselfde werkgever.....	58
(c) Drywers:	
Voertuie met 'n loonvrag van ses metrieke ton of meer.....	95
Voertuie met 'n loonvrag van drie metrieke ton of meer maar minder as ses metrieke ton.....	81
Alle ander voertuie.....	68

Per week

(d) Wagte.....	R 25,41
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Met dien verstande dat—

- (i) die lone, voorgeskryf in hierdie paragraaf, ten opsigte van 'n sesdaagse week, bestaande uit ses skofte van hoogstens 12 uur per skof, moet wees;
- (ii) ingeval 'n kleiner aantal skofte gewerk word as dié voorgeskryf in voorbehoed;bepaling (i), die tarief per week pro rata verminder kan word.

Per uur
sent

(e) Ambagsmansassistent, klas I.....	95
(f) Ambagsmansassistent, klas II.....	85
(g) Werknemers wat vloere lê en glaswerk doen.....	139
(h) Ambagsmanne in alle ander ambagte.....	174

(2) Ondanks subklousule (1), moet 'n werkgever aan elk van ondergenoemde klasse werknemers in sy diens wat 'n volle week van minstens 45 gewone ure gewerk het of aanwesig of beskikbaar was om die gewone ure, soos vereis deur die werkgever, te werk, 'n loon betaal van minstens:

Per uur
sent

(a) Arbeiders—	
met minder as 12 maande diens.....	46
met 12 maande of langer diens by dieselfde werk- gewer.....	50
(b) Geskoolde arbeiders—	
met minder as 12 maande diens.....	60
met 12 maande of langer diens by dieselfde werkgever.....	64
(c) Werknemers wat vloere lê en glaswerk doen.....	154
(d) Ambagsmanne in alle ander ambagte.....	188

Met dien verstande dat as daar in enige bepaalde week 'n vakansiedag met besoldiging is of 'n werknemer se diens in enige week begin of eindig, dit nie die werknemer se reg op sodanige hoër loon mag raak nie.

(3) *Differensiële lone.*—'n Werknemer wat op enige dag twee of meer klasse werk verrig waarvoor verskillende lone in subklousule (1) voorgeskryf word, moet vir alle ure op sodanige dag gewerk, teen die hoër loon besoldig word.

(4) *Gevaarlike werk.*—Benewens die voorgeskrewe loon, moet 'n werkgever aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur waarin sodanige werknemer gevaarlike werk verrig.

"Gevaarlike werk" beteken alle ondersteuning van geboue of bouwerke, werk in ou riole, op hangsteiers, in bootsmanstoele of enige werk verrig op 'n vry hoogte van meer as 12 m bokant die grondvlak".

3. CLAUSE 5.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

In subclause (5), substitute the following for paragraphs (b) and (c):

“(b) pay weekly to employees of the undermentioned classes, the amounts as set out hereunder in respect of not more than 45 hours per week, irrespective of whether such time was worked at ordinary or overtime rates:

	Per hour cents
(i) Labourers.....	4
(ii) Skilled labourers.....	6
(iii) Drivers:	
Vehicles with a pay-load of six metric tons or more.....	9
Vehicles with a pay-load of three metric tons or more but less than six metric tons.....	8
All other vehicles.....	6
(iv) Journeyman's assistant, Class I.....	9
(v) Journeyman's assistant, Class II.....	8
(vi) Floorlayers and glaziers.....	16
(vii) Journeymen in all other trades.....	19

(c) on each pay-day deduct the following amounts from the remuneration due to his employees of the undermentioned classes who have worked for him for not less than three days during that week: Provided that where an employee has worked for two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed for not less than three days:

	R
(i) Labourers.....	2,19
(ii) Skilled labourers.....	3,15
(iii) Drivers:	
Vehicles with a pay-load of six metric tons or more.....	4,15
Vehicles with a pay-load of three metric tons or more but less than six metric tons.....	4,15
All other vehicles.....	3,15
(iv) Journeyman's assistant, Class I.....	4,15
(v) Journeyman's assistant, Class II.....	4,15
(vi) Floorlayers and glaziers.....	8,71
(vii) Journeymen in all other trades.....	8,71

Amounts deducted in terms of this paragraph shall be paid weekly to the Council.”

4. CLAUSE 29. — SUBSCRIPTIONS — KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Substitute the following for subclause (1):

“(1) Every employer who is a member of the employers organisation shall pay to the Council an amount of 4c per week in respect of each of his employees.”

5. After Clause 29 insert the following Clause 29bis:”

“CLAUSE 29BIS.—SUBSCRIPTIONS—BUILDING INDUSTRIES FEDERATION (S.A.)

(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 8c per week in respect of each of his employees.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall on or before the 15th day of each month forward to the Building Industries Federation (S.A.), the total amount of contributions received in terms of this clause, less a collection fee of two and a half per cent which amount shall accrue to the general funds of the Council.”

6. CLAUSE 32.—PENSION FUND

In subclause (1), substitute the amount “R8,70” for the amount “R6,00”.

3. KLOUSULE 5.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

In subklousule (5), vervang paragrawe (b) en (c) deur die volgende:

“(b) aan werknemers van ondergenoemde klasse weekliks die bedrae hieronder gemeld, betaal ten opsigte van hoogstens 45 uur per week, ongeag of sodanige tyd teen die gewone of oortydskale gewerk was:

	Per uur sent
(i) Arbeiders.....	4
(ii) Geskoolde arbeiders.....	6
(iii) Drywers:	
Voertuie met 'n loonvrag van ses metrieke ton of meer.....	9
Voertuie met 'n loonvrag van drie metrieke ton of meer maar minder as ses metrieke ton.....	8
Alle ander voertuie.....	6
(iv) Ambagsmansassistent, klas I.....	9
(v) Ambagsmansassistent, klas II.....	8
(vi) Werknemers wat vloere lê en glaswerk doen.....	16
(vii) Ambagsmanne in alle ander ambagte.....	19

(c) op elke betaaldag die volgende bedrae aftrek van die besoldiging verskuldig aan sy werknemers van ondergenoemde klasse wat gedurende daardie week minstens drie dae vir hom gewerk het: Met dien verstande dat indien 'n werknemer gedurende dieselfde week vir twee of meer werkgevers gewerk het, die aftrekking vir daardie week gedoen moet word deur die werkgever by wie hy die eerste vir minstens drie dae in diens was:

	Per week R
(i) Arbeiders.....	2,19
(ii) Geskoolde arbeiders.....	3,15
(iii) Drywers:	
Voertuie met 'n loonvrag van ses metrieke ton of meer.....	4,15
Voertuie met 'n loonvrag van drie metrieke ton of meer maar minder as ses metrieke ton.....	4,15
Alle ander voertuie.....	3,15
(iv) Ambagsmansassistent, klas I.....	4,15
(v) Ambagsmansassistent, klas II.....	4,15
(vi) Werknemers wat vloere lê en glaswerk doen.....	8,71
(vii) Ambagsmanne in alle ander ambagte.....	8,71

Die bedrae wat ooreenkomstig hierdie paragraaf afgetrek word, moet weekliks aan die Raad betaal word.”

4. KLOUSULE 29.—LEDEGELD—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Vervang subklousule (1) deur die volgende:

“(1) Elke werkgever wat lid van die werkgeversorganisasie is, moet 'n bedrag van 4c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers.”

5. Voeg die volgende Klousule 29bis in na Klousule 29:

“KLOUSULE 29BIS.—LEDEGELD—BUILDING INDUSTRIES FEDERATION (S.A.)

(1) Elke werkgever wat lid van die werkgeversorganisasie is, moet 'n bedrag van 8c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers.

(2) Geen betaling ooreenkomstig subklousule (1) moet gedoen word namens 'n werknemer wat minder as drie dae by 'n lidwerkgever in 'n bepaalde week gewerk het nie.

(3) Waar 'n werknemer vir twee of meer lede van die werkgeversorganisasie gedurende enige bepaalde week gewerk het, moet die betaling in subklousule (1) bedoel, gedoen word deur die werkgever wat eerste sodanige werknemer vir drie dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgever aan die Sekretaris gestuur word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

(5) Die Raad moet voor op of die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min invorderingsgeld van twee en 'n half persent wat die algemene fondse van die Raad toekom, aan die Building Industries Federation (S.A.) stuur.”

6. KLOUSULE 32.—PENSIOENFONDS

In subklousule (1) vervang die bedrag “R6,00” deur die bedrag “R8,70”.

7. CLAUSE 33.—BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

Substitute the following for subclause (2):

"(2) Subject to the provisions of subclauses (3) and (4), every employer shall contribute to the Council an amount of 50c per week in respect of each of his employees."

Signed on behalf of the Industrial Council for the Building Industry, Kimberley, this 17th day of April 1979.

G. H. ROWLES, Chairman.

H. D. DAVIDS, Vice-Chairman.

G. W. BARNES, Secretary.

No. R. 1356

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956**BUILDING INDUSTRY, KIMBERLEY.—AMENDMENT OF AGREEMENT FOR THE ELECTRICAL INSTALLATION SECTION**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 4 and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area specified in clause 1 (1) (b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in clause 1 (1) (b) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 4 and 5, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY****AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Kimberley Master Builders' and Allied Trades Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Electrical and Allied Trades Union of South Africa (hereinafter referred to as the "employees" or the "trade union"), of the other part,

7. KLOUSULE 33.—WERWINGS- EN OPLEIDINGS-FONDS VAN DIE BOUNYWERHEID

Vervang subklausule (2) deur die volgende:

"(2) Behoudens subklausules (3) en (4), moet elke werk-gewer aan die Raad 'n bedrag van 50c per week bydra ten opsigte van elkeen van sy werknemers."

Namens die Nywerheidsraad vir die Bounywerheid, Kimberley, op hede die 17de dag van April 1979 onderteken.

G. H. ROWLES, Voorsitter.

H. D. DAVIDS, Ondervoorsitter.

G. W. BARNES, Sekretaris.

No. R. 1356

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956**BOUNYWERHEID, KIMBERLEY.—WYSIGING VAN OOREENKOMS VIR DIE ELEKTRIESE INSTALLERINGSEKSIE**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat die Wysigings-ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 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 Nywerheid in die gebied gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, in die gebied gespesifiseer in klousule 1 (1) (b) van die Wysigings-ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY****OOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Kimberley Master Builders' and Allied Trades Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Electrical and Allied Trades Union of South Africa (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

being the parties to the Industrial Council for the Building Industry, Kimberley

to amend the Agreement published under Government Notice R. 1534 of 28 July 1978, as extended by Government Notice R. 707 of 30 March 1979.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Electrical Installation Section of the Building Industry—

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

(b) in an area bounded by and included in a radius of 9,65 kilometres from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of 9,65 kilometres.

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

(a) apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;

(b) trainees under the Training of Artisans Act, 1951 (Act 38 of 1951), only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. CLAUSE 4.—WAGES

(1) Substitute the following for subclauses (1) to (4):

"(1) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at a lower rate than the following:

	Per hour cents
(i) Labourers—	
with less than 12 months' service.....	45
with 12 months' service or more with the same employer.....	44
(ii) Artisans.....	188

(2) Notwithstanding the provisions of subclause (1), an employer shall pay to each of the undermentioned classes of employees in his employ who has worked a full week of not less than 45 ordinary hours or who has been present and available to work the ordinary hours as required by his employer, a wage of not less than:

	Per hour cents
Labourers—	
with less than 12 months' service.....	46
with 12 months' service or more with the same employer.....	50:

Provided that the occurrence of a paid holiday or the commencement or termination of employment of an employee during any week shall not affect the employee's right to such higher rate for that week.

(3) *Dangerous work.*—In addition to the wage prescribed, an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which the employee is engaged in the performance of dangerous work."

3. CLAUSE 5.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

In subclause (5), substitute the following for paragraphs (b) and (c):

"(b) pay weekly to employees of the undermentioned classes, the amounts as set out hereunder in respect of not more than 45 hours per week, irrespective of whether such time was worked at ordinary or overtime rates:

	Per hour cents
(i) Labourers.....	4
(ii) Artisans.....	19

(c) on each pay-day deduct the following amounts from the remuneration due to his employees of the undermentioned classes who have worked for him for not less than three

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley,

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1534 van 28 Julie 1978, soos verleng by Goewermmentskennisgewing R. 707 van 30 Maart 1979, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Elektriese Installeringseksie van die Bounywerheid nagekom word—

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

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 9,65 kilometer vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie die Oranje-Vrystaat wat binne genoemde straal van 9,65 kilometer val.

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

(a) op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(b) op kwekelinge wat opgelei word ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951 (Wet 38 van 1951), van toepassing slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

2. KLOUSULE 4.—LONE

Vervang subklousules 1 tot 4 deur die volgende:

"(1) Behoudens die oorblywende bepalings van hierdie klousule, mag geen lone wat laer is as dié hieronder aangedui, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Per uur sent
(i) Arbeiders—	
met minder as 12 maande diens.....	45
met 12 maande of meer diens by dieselfde werkgewer.....	44
(ii) Ambagsmanne.....	188

(2) Ondanks subklousule (1), moet 'n werkgewer aan elkeen van ondergenoemde klasse werknemers in sy diens wat 'n volle week van minstens 45 gewone ure gewerk het of wat aanwesig en beskikbaar was om die gewone ure te werk soos deur die werkgewer vereis, 'n loon betaal van minstens:

	Per uur sent
Arbeiders	
met minder as 12 maande diens.....	46
met 12 maande of meer diens by dieselfde werkgewer.....	50:

Met dien verstande dat waar 'n openbare vakansiedag met besoldiging of die aanvang of beëindiging van 'n werknemer se diens in 'n bepaalde week val, dit nie die werknemer se reg op so 'n hoër loon vir dié week mag raak nie.

(3) *Gevaarlike werk.*—Benewens die voorgeskrewe loon, moet 'n werkgewer aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur waarin sodanige werknemer gevaarlike werk verrig."

3. KLOUSULE 5.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

In subklousule (5), vervang paragrawe (b) en (c) deur die volgende:

"(b) aan ondergenoemde klasse werknemers weekliks die bedrae hieronder gemeld, betaal ten opsigte van hoogstens 45 uur per week, ongeag of sodanige tyd teen gewone of oortydтарыe gewerk is:

	Per uur sent
(i) Arbeiders.....	4
(ii) Ambagsmanne.....	19

(c) op elke betaaldag die volgende bedrae aftrek van die besoldiging verskuldig aan sy werknemers van ondergenoemde klasse wat gedurende daardie week minstens drie dae vir hom gewerk het: Met dien verstande dat indien 'n werknemer gedu-

days during that week: Provided that where an employee has worked for two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed for not less than three days:

	Per week
	R
(i) Labourers.....	2,19
(ii) Artisans.....	8,71

Amounts deducted in terms of this paragraph shall be paid weekly to the Council;”

4. CLAUSE 27.—SUBSCRIPTIONS—KIMBERLEY MASTER BUILDERS AND ALLIED TRADES ASSOCIATION

Substitute the following for subclause (1):

“(1) Every employer who is a member of the employers’ organisation shall pay to the Council the amount of 4c per week per employee.”

5. Insert the following clause 27bis after clause 27:

“CLAUSE 27bis.—SUBSCRIPTIONS—BUILDING INDUSTRIES FEDERATION (S.A.)

(1) Every employer who is a member of the employers’ organisation shall pay to the Council the amount of 8c per week per employee.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers’ organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall on or before the 15th day of each month forward to the Building Industries Federation (S.A.), the total amount of contributions received in terms of this clause less a collection fee of 2½ per cent which amount shall accrue to the General Funds of the Council.”

6. CLAUSE 29.—PENSION FUND

In subclause (1), substitute the amount “R8,70” for the amount R6,00”.

7. CLAUSE 31.—BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

Substitute the following for subclause (2):

“(2) Subject to the provisions of subclauses (3) and (4) every employer shall pay to the Council an amount of 50c per week in respect of each of his employees.”

Signed on behalf of the Industrial Council for the Building Industry, Kimberley—Electrical Installation Section—this 17th day of April 1979.

G. H. ROWLES, Chairman.

H. D. DAVIDS, Vice-Chairman.

G. W. BARNES, Secretary.

No. R. 1357

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, EAST LONDON.—RENEWAL OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 1648 of 15 September 1972, R. 489 of 30 March 1973, R. 1002 of 15 June 1973, R. 2475 of 28 December 1973, R. 1825 of 11 October 1974, R. 1520 of 27 August 1976, R. 753 of 6 May 1977 and R. 2229 and R. 2230 of 28 October 1977 to be effective from the date of publication of this notice and for the period ending 31 October 1979.

S. P. BOTHA, Minister of Labour.

rende dieselfde week vir twee of meer werkgewers gewerk het, die aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy die eerste vir minstens drie dae in diens was:

	Per week
	R
(i) Arbeiders.....	2,19
(ii) Ambagsmanne.....	8,71

Die bedrae wat ooreenkomstig hierdie paragraaf afgetrek word, moet weekliks aan die Raad betaal word;”

4. KLOUSULE 27.—LEDEGELD—KIMBERLEY MASTER BUILDERS’ AND TRADES ASSOCIATION

Vervang subklousule (1) deur die volgende:

“(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 4c per week namens elke werknemer aan die Raad betaal.”

5. Voeg die volgende klousule 27bis in na klousule 27:

“KLOUSULE 27bis.—LEDEGELD—BUILDING INDUSTRIES FEDERATION (S.A.)

(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 8c per week vir elke werknemer aan die Raad betaal.

(2) Geen betaling ooreenkomstig subklousule (1) moet gedoen word namens ’n werknemer wat minder as drie dae by ’n lidwerkgewer in ’n bepaalde week gewerk het nie.

(3) Waar ’n werknemer vir twee of meer lede van die werkgewersorganisasie gedurende enige bepaalde week gewerk het, moet die betaling in subklousule (1) bedoel, gedoen word deur die werkgewer wat eerste sodanige werknemer vir drie dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgewer aan die Sekretaris gestuur word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

5. Die Raad moet voor of op die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is min invorderingsgeld van 2½ persent wat die algemene fondse van die Raad toekom, aan die Building Industries Federation (S.A.) stuur.”

6. KLOUSULE 29.—PENSIOENFONDS

In subklousule (1), vervang die bedrag “R6,00” deur die bedrag “R8,70”.

7. KLOUSULE 31.—WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

Vervang subklousule (2) deur die volgende:

“(2) Behoudens subklousules (3) en (4), moet elke werkgewer namens elke werknemer in sy diens ’n bedrag van 50c per week aan die Raad betaal.”

Namens die Nywerheidsraad vir die Bounywerheid, Kimberley—Elektriese Installeringseksie—op hede die 17de dag van April 1979 onderteken.

G. H. ROWLES, Voorsitter.

H. D. DAVIDS, Ondervoorsitter.

G. W. BARNES, Sekretaris.

No. R. 1357

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, OOS-LONDEN.—HERNUWING VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermmentskennisgewings R. 1648 van 15 September 1972, R. 489 van 30 Maart 1973, R. 1002 van 15 Junie 1973, R. 2475 van 28 Desember 1973, R. 1825 van 11 Oktober 1974, R. 1520 van 27 Augustus 1976, R. 753 van 6 Mei 1977 en R. 2229 en R. 2230 van 28 Oktober 1977 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 1358

22 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, DURBAN.—
AMENDMENT OF AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 29 October 1981, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 10 (3) (d), 18 (1) (b) (i), 19 (1) (g), 21 (1) (i) and 4 (b), 25 (2), 39 and 40, shall be binding, with effect from the second Monday after the date, of publication of this notice and for the period ending 29 October 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 29 October 1981, the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 10 (3) (d), 18 (1) (b) (i), 19 (1) (g), 21 (1) (i) and 4 (b), 25 (2), 39 and 40, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, DURBAN

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Master Builders' and Allied Industries Association, Durban (hereinafter referred to as the "employers" of the "employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

being parties to the Industrial Council for the Building Industry, Durban,

further to amend the Main Agreement between the said parties, published under Government Notice R. 1995 of 24 October 1975, as amended and extended by Government Notices R. 694 of 23 April 1976, R. 1893 of 15 October 1976, R. 1080 of 17 June 1977, R. 2154 of 21 October 1977, R. 987 of 19

No. R. 1358

22 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, DURBAN.—WYSIGING
VAN OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Oktober 1981 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 10 (3) (d), 18 (1) (b) (i), 19 (1) (g), 21 (1) (i) en 4 (b), 25 (2), 39 en 40, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Oktober 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 10 (3) (d), 18 (1) (b) (i), 19 (1) (g), 21 (1) (i) en 4 (b), 25 (2), 39 en 40, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Oktober 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
DURBAN

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Industries Association, Durban (hierna die "werkgewers" of the "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers

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 Nywerheidsraad vir die Bounywerheid, Durban,

om die Hoof-ooreenkoms tussen genoemde partye, gepubliseer by Goewermentskennisgewing R. 1995 van 24 Oktober 1975, soos gewysig en verleng by Goewermentskennisgewings R. 694 van 23 April 1976, R. 1893 van 15 Oktober 1976, R. 1080 van 17 Junie 1977, R. 2154 van 21 Oktober 1977, R. 987

May 1978, R. 1335 of 30 June 1978, R. 2020 and R. 2021 of 6 October 1978 and R. 2514 of 15 December 1978 and R. 778 of 12 April 1979.

1. SCOPE OF APPLICATION

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

- (a) by all employers and employees who are members of the employers' organisation or any of the trade unions;
- (b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pinetown and Inanda.

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

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions prescribed thereunder;
- (b) apply to trainees only in so far as they are not consistent with the provisions of the Training of Artisans Act, 1951, or any conditions prescribed thereunder;
- (c) not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff;
- (d) apply to foremen and general foremen;

Provided that the provisions of clauses 44 (1), 47, 50 and 51 of the Main Agreement, as amended and extended, shall apply only to apprentices, trainees, and employees for whom wages are prescribed in clause 30 (1) (h) and (i).

2. In the Preamble to the Main Agreement, substitute the following for parts II, VI and VII of the "ARRANGEMENT OF AGREEMENT":

"II. Employees.

- 10. Engagement of employees and employment of minors.
- 11. Employment of building assistants, Class I.
- 12. Registration of craftsmen.
- 13. Prohibited employment.
- 14. Termination of employment."

"VI. Remuneration.

- 30. Minimum wage rates.
- 31. Differential rates of pay.
- 32. Payment for overtime.
- 33. Payment for shiftwork.
- 34. Payment for suspension of employment and inclement weather.
- 35. Payment for dangerous work.
- 36. Holiday pay—all employees.
- 37. Sick pay—craftsmen and apprentices.
- 38. Sick leave and sick pay—other employees.
- 39. Fringe benefits and stamps—craftsmen.
- 40. Fringe benefits and stamps—other employees.
- 41. Fringe benefits and stamps—apprentices.
- 42. Fringe benefits and stamps—foremen and general foremen.
- 43. Fringe benefits and stamps—labour-only contractors and working employers.
- 44. Travelling allowance, transport and travelling time.
- 45. Payment of remuneration."

"VII Site arrangements and amenities.

- 46. Refreshments.
- 47. Accommodation for meals.
- 48. Wet weather shelter.
- 49. Washing-up facilities and sanitary accommodation.
- 50. Lock-ups, and storage of tools and clothes.
- 51. Provision of tools."

3. CLAUSE 3.—DEFINITIONS

(1) Insert the following item in the definition of "building assistant, Class I":

"(24) in respect only of low-cost mass housing schemes for Non-Whites where 25 or more houses are to be erected and where each house has a total floor area not exceeding 70 m² and where such mass housing scheme is financed out of public sector funds—

- (a) laying of any walling unit;
- (b) ruling down and trowelling of plastered surfaces;
- (c) fixing of all wall tiles with paste onto plastered surfaces;
- (d) fixing of ceiling sheets to bracing;

van 19 Mei 1978, R. 1335 van 30 Junie 1978, R. 2020 en R. 2021 van 6 Oktober 1978, R. 2514 van 15 Desember 1978 en R. 778 van 12 April 1979 verder te wysig.

1. TOEPASSINGSBESTEK

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

- (a) deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie of van enigeen van die vakverenigings is;
- (b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pinetown en Inanda.

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

- (a) op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens voorgeskryf is, onbestaanbaar is nie;
- (b) op kwekelinge van toepassing slegs vir sover dit nie met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens voorgeskryf is, onbestaanbaar is nie;
- (c) nie op klerklike werknemers of op werknemers wat administratiewe pligte verrig of op 'n lid van die administratiewe personeel van toepassing nie;
- (d) op voormanne en algemene voormanne van toepassing;

Met dien verstande dat klousules 44 (1), 47, 50 en 51 van die Hoof-ooreenkoms, soos gewysig en verleng, van toepassing is slegs op vakleerlinge, kwekelinge en dié werknemers vir wie lone in klousule 30 (1) (h) en (i) voorgeskryf word.

2. In die Aanhef van die Hoof-ooreenkoms, vervang dele II, VI en VII van die "INDELING VAN OOREENKOMS" deur die volgende:

"II. Werknemers.

- 10. Indiënsneming van werknemers en minderjariges.
- 11. Indiënsneming van bou-assistente, klas I.
- 12. Registrasie van ambagsmanne.
- 13. Verbode indiënsneming.
- 14. Diensbeëindiging."

"VI. Besoldiging.

- 30. Minimum loonskale.
- 31. Differensiële loonskale.
- 32. Betaling vir oortydwerk.
- 33. Betaling vir skofwerk.
- 34. Betaling vir opskorting van diens en gure weer.
- 35. Betaling vir gevaarlike werk.
- 36. Vakansiebesoldiging—alle werknemers.
- 37. Siekebesoldiging—ambagsmanne en vakleerlinge.
- 38. Siekteverlof en siekebesoldiging—ander werknemers.
- 39. Byvoordele en seëls—ambagsmanne.
- 40. Byvoordele en seëls—ander werknemers.
- 41. Byvoordele en seëls—vakleerlinge.
- 42. Byvoordele en seëls—voormanne en algemene voormanne.

43. Byvoordele en seëls—slegs-arbeid-kontrakteurs en werkende werkgewers.

- 44. Reistoelae, vervoer en reistyd.
- 45. Betaling van besoldiging."

"VII. Terreinreëlins en -geriewe.

- 46. Verversings.
- 47. Akkommodasie vir maaltye.
- 48. Skuiling teen nat weer.
- 49. Was- en sanitêre geriewe.
- 50. Toesluitplekke en bewaring van gereedskap en klere.
- 51. Verskaffing van gereedskap."

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) In die omskrywing van "bou-assistent, klas I," voeg die volgende item in:

"(24) ten opsigte slegs van goedkoop massabehuisingskemas vir Nie-Blankes waar 25 of meer huise opgerig moet word en waar elke huis 'n totale vloeroppervlakte van hoogstens 70 m² het en waar sodanige massabehuisingskema uit fondse van die publieke sektor gefinansier word—

- (a) muureenhede lê;
- (b) gepleisterde oppervlakte afmerk en met 'n troffel afwerk;
- (c) alle muurteëls met lym op 'n gepleisterde oppervlak vassit;
- (d) plafonplate aan die latwerk vassit;

(e) applying final coats of paint under the periodic supervision of a craftsman;

(f) erecting and positioning pre-assembled shutter forms, including column boxes which are put together by means of jigs, wedges or clips;".

(2) In the definition of "building assistant, Class II"—

(a) substitute the following for item (4):

"(4) in renovation work—stripping, sparkling, touching up and work preparatory to painting by a craftsman."

(b) substitute the words "textured coatings" for the word "Kenitex" in items (7) and (8).

(3) In the definition of "competent person", insert the word "or" at the end of paragraph (b) and insert the following paragraphs:

"(c) has obtained a Bachelor of Science (Building) degree at a South African University or a degree recognised by the Department of National Education of the Republic of South Africa as equivalent to such first-mentioned degree; or

(d) has obtained a diploma as a civil engineering technician or a certificate as a construction supervisor;".

(4) In the definition of "craftsman" in the description of the trade "brick-laying", insert the words "installation of pre-fabricated brick panel walls on site;" after the words "tuck-pointing;".

(5) Insert the following definition between the definitions of "emergency work" and "general foreman":

"'foreman' means an employee who—

(a) is employed in a supervisory capacity, but who may also be doing the work of a craftsman; and/or

(b) gives out work to other employees under his control and supervision; and/or

(c) maintains discipline; and/or

(d) is directly responsible to a general foreman or to his employer for efficiency and production on site;".

(6) Insert the following definitions between the definitions of "hourly wage" and "labourer, Grade I":

"'labour-only contract' means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than those laid down in clause 30, and where such person is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry, in respect of all the material to be used in the execution of such work;

"'labour-only contractor' means a person who undertakes a labour-only contract;".

4. CLAUSE 5.—ADMINISTRATION OF AGREEMENT

Number the existing clause to be subclause (1), and insert the following subclauses:

"(2) The Council may, from time to time, prescribe any forms which may be required to be completed by employers and employees, in order to facilitate compliance with any of the provisions of this Agreement.

(3) (a) An employer or an employee shall have the right to appeal to the Council against a decision of the Council or to a committee appointed by the Council against a decision of that committee and shall also have the right to appeal to the Council against a rejection by a committee of an appeal to that committee.

(b) An appeal shall be made in writing to the Secretary within 14 days of the decision appealed against, or within such further period as the Council or committee may allow: Provided that an employer or employee who is unable to express himself easily in writing may have his appeal recorded in writing by the Secretary.

(c) The decision of the Council shall be final and binding on the employer or the employee, and the Council shall not be obliged to give any reasons for any decision."

(e) finale verflae onder die periodieke toesig van 'n ambagsman aanbring;

(f) vooraf gemonteerde luikvorms oprig en in posisie plaas, met inbegrip van kolombekisting wat met setmate, wie of klemme aanmekaargesit is;".

(2) In die omskrywing van "bou-assistent, klas II"—

(a) vervang item (4) deur die volgende:

"(4) by opknappingswerk—afstroop, blink vryf, opknop, en werk voordat dit deur 'n ambagsman geverf word;".

(b) in items (7) en (8), vervang die woord "Kenitex" deur die woord "tekstuurlae".

(3) In die omskrywing van "bevoegde persoon", voeg die woord "of" in aan die einde van paragraaf (b), en voeg die volgende paragrawe in:

"(c) die graad Baccalaureus Scientiae (Bouwetenskap) aan 'n Suid-Afrikaanse universiteit behaal het of 'n graad wat deur die Departement van Nasionale Opvoeding van die Republiek van Suid-Afrika as gelykstaande met sodanige eersgenoemde graad erken word; of

(d) 'n diploma as siviele ingenieur-tegnikus behaal het of 'n sertifikaat as konstruksie-opsiener;".

(4) In die omskrywing van "ambagsman" in die beskrywing van die ambag "messelwerk", voeg die woorde in na die woord "rifvoegwerk;".

"die installering van vooraf vervaardigde steenpaneelmure op die terrein;".

(5) Voeg die volgende omskrywing in tussen die omskrywing van "noodwerk" en "algemene voorman":

"'voorman' 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan doen; en/of

(b) werk aan ander werknemers onder sy beheer en toesig uitdeel; en/of

(c) dissipline handhaaf; en/of

(d) regstreeks aan 'n algemene voorman of aan sy werk-gewer verantwoordelik is vir doeltreffendheid en produksie op die terrein;".

(6) Voeg die volgende omskrywings in tussen die omskrywings van "uurloon" en "arbeider, graad I":

"'slegs-arbeid-kontrak' 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en vir dié werk betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 30 neergelê, 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 'n slegs-arbeid-kontrak onderneem;".

4. KLOUSULE 5.—ADMINISTRASIE VAN OOREENKOMS

Nommer die bestaande klousule tot subklousule (1), en voeg die volgende subklousules in:

"(2) Die Raad kan van tyd tot tyd vorms voorskryf wat deur werkgewers en werknemers ingevul moet word ten einde die nakoming van hierdie Ooreenkoms te vergemaklik.

(3) (a) 'n Werkgewer of 'n werknemer het die reg om by die Raad te appelleer teen 'n beslissing van die Raad of by 'n komitee deur die Raad aangestel teen 'n beslissing van dié komitee en het ook die reg om by die Raad te appelleer teen 'n verwerping deur 'n komitee van 'n appèl op dié komitee.

(b) 'n Appèl moet binne 14 dae ná die beslissing waarteen geappelleer word skriftelik aan die Sekretaris gerig word, of binne sodanige verdere tydperk as wat die Raad of die komitee goedkeur: Met dien verstande dat 'n werknemer of 'n werknemer wat homself nie maklik op skrif kan uitdruk nie sy appèl skriftelik deur die Sekretaris kan laat aanteken.

(c) Die Raad se beslissing is finaal en bindend vir die werk-gewer of die werknemer, en die Raad is nie verplig om redes vir 'n beslissing te verstrek nie."

5. CLAUSE 10.—ENGAGEMENT OF EMPLOYEES

(1) Substitute the following for the heading to this clause:

**"10. ENGAGEMENT OF EMPLOYEES AND
EMPLOYMENT OF MINORS".**

(2) Insert the following subclauses:

"(3) No person under the age of 15 years shall be employed in the Building Industry.

(4) No payment shall be made to or be accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that the provisions of this subclause shall not apply in respect of any payments made to an employer by the fund referred to in clause 64."

6. Substitute the following for clause 11:

**"11. EMPLOYMENT OF BUILDING ASSISTANTS
CLASS I**

(1) No employee other than a craftsman, foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i) shall undertake any one or more of the operations mentioned in the definition of "building assistant, Class I", and no employer shall require or permit any employee, other than a craftsman, foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i) to perform any one or more of the operations mentioned in the definition of "building assistant, Class I," unless such employer—

(a) has obtained a licence of exemption for such employee from the Council, permitting such employee to be employed as a building assistant, Class I; and

(b) has obtained written permission from the Council, authorising the employment of such employee as a building assistant, Class I,

in the manner prescribed in subclause (2).

(2) An application to employ a building assistant, Class I, shall be made by an employer in such form as may be determined by the Council from time to time, and such employer shall furnish such information in respect of such employee, and other employees in his employ, as may be required by the Council.

(3) The Council shall have the right to determine, from time to time, the ratio of craftsmen to building assistants, Class I, which any employer may be permitted to employ in each trade, and may refuse to grant any applications made in accordance with the provisions of subclause (2), which would result in such ratios being exceeded.

(4) Except as otherwise provided in subclauses (5) and (6), a licence of exemption issued to an employee and the written permission granted to his employer in accordance with the provisions of this clause, shall remain valid in respect only of the period during which such employee is employed by that employer, and shall lapse when such employment is terminated.

(5) (a) A licence of exemption issued to an employee in terms of this clause shall be retained by him in his possession at all times whilst he is so employed, and such employee shall—

(i) on being requested to do so by an agent, produce such licence of exemption to the agent;

(ii) on being requested to do so by the Council, surrender such licence of exemption to the Council.

(b) The written permission granted to an employer in terms of this clause shall be retained by him in his possession at all times whilst the employee is so employed, and such employer shall—

(i) on being requested to do so by an agent, produce such written permission to the agent;

(ii) on being requested to do so by the Council, surrender such written permission to the Council.

(6) The Council shall have the power to amend, revoke or withdraw a licence of exemption or written permission issued in terms of this clause, and in such circumstances the council's decision shall be final."

7. CLAUSE 12.—REGISTRATION OF CRAFTSMEN

Substitute the following for subclause (8):

"(8) Notwithstanding anything to the contrary in this clause, no person who is in terms of any determination made by the Minister in terms of section 77 of the Act or by virtue of the Black Building Workers Act, 1951, prohibited

**5. KLOUSULE 10.—INDIENSNEMING VAN
WERKNEMERS**

(1) Vervang die opskrif van hierdie klousule deur die volgende:

**"10. INDIENSNEMING VAN WERKNEMERS EN
MINDERJARIGES".**

(2) Voeg die volgende subklousules in:

"(3) Geen persoon wat jonger as 15 jaar is, mag in die Bounwyerheid in diens geneem word nie.

(4) Geen bedrag ten opsigte van die indiënsneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is op enige betalings aan 'n werkgever deur die fonds wat in klousule 64 bedoel word nie."

6. Vervang klousule 11 deur die volgende:

**"11. INDIENSNEMING VAN BOU-ASSISTENTE,
KLAS I**

(1) Geen werknemer, uitgesonderd 'n ambagsman, voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word, mag een of meer van die werksaamhede onderneem wat in die omskrywing van 'bou-assistent, klas I' genoem word nie, en geen werkgever mag van 'n werknemer, uitgesonderd 'n ambagsman, voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word, vereis of hom toelaat om een of meer van die werksaamhede te onderneem wat in die omskrywing van 'bou-assistent, klas I' genoem word nie, tensy sodanige werkgever op die wyse in subklousule (2) voorgeskryf—

(a) 'n vrystellingsertifikaat vir sodanige werknemer van die Raad verkry het wat dié werknemer toelaat om as bou-assistent, klas I, in diens geneem te word; en

(b) van die Raad skriftelike toestemming verkry het om sodanige werknemer as 'n bou-assistent, klas I, in diens te neem.

(2) Aansoek om 'n bou-assistent, klas I, in diens te neem, moet deur 'n werkgever in sodanige vorm gedoen as wat die Raad van tyd tot tyd besluit, en so 'n werkgever moet sodanige inligting ten opsigte van dié werknemer, en ander werknemers in sy diens, verskaf as wat die Raad vereis.

(3) Die Raad het die reg om van tyd tot tyd die getelsverhouding tussen ambagsmanne en bou-assistente, klas I, te bepaal wat 'n werkgever in elke ambag in diens mag neem, en hy kan weier om 'n aansoek ooreenkomstig subklousule (2) ingedien, toe te staan wat daartoe kan lei dat dié getelsverhouding versteur word.

(4) Behoudens subklousules (5) en (6), bly 'n vrystellingsertifikaat wat aan 'n werknemer uitgereik word en die skriftelike toestemming wat ooreenkomstig hierdie klousule aan sy werkgever toegestaan word, geldig ten opsigte van slegs die tydperk wat sodanige werknemer by dié werkgever in diens is en verval dit wanneer dié diens verstryk.

(5) (a) 'n Werknemer aan wie 'n vrystellingsertifikaat ingevolge hierdie klousule uitgereik is, moet dit altyd in sy besit hou terwyl hy aldus in diens is, en so 'n werknemer moet—

(i) as hy deur 'n agent daartoe versoek word, dié vrystellingsertifikaat aan die agent toon;

(ii) as hy deur die Raad daartoe versoek word, dié vrystellingsertifikaat aan die Raad afstaan.

(b) 'n Werkgever aan wie 'n skriftelike verlofvorm ingevolge hierdie klousule toegestaan is, moet dit altyd in sy besit hou terwyl die werknemer aldus by hom in diens is, en so 'n werkgever moet—

(i) as hy deur 'n agent daartoe versoek word, dié skriftelike verlofvorm aan die agent toon;

(ii) as hy deur die Raad daartoe versoek word, dié skriftelike verlofvorm aan die Raad afstaan.

(6) Die Raad het die bevoegdheid om 'n vrystellingsertifikaat of skriftelike verlofvorm wat ingevolge hierdie klousule uitgereik is, te wysig, te herroep of te kanselleer, en in so 'n geval is die Raad se beslissing finaal."

**7. KLOUSULE 12.—REGISTRASIE VAN
AMBAGSMANNE**

Vervang subklousule (8) deur die volgende:

"(8) Ondanks andersluidende bepalings in hierdie klousule, mag geen persoon wat ingevolge 'n vasstelling deur die Minister gemaak kragtens artikel 77 van die Wet of uit hoofde van die Wet op Swart Bouwerkers, 1951, verbied word om

from performing the operations set out in the definition of "craftsman" shall be registered as a craftsman, unless exemption has been granted by the Minister permitting of his employment on such work."

8. Substitute the following for clause 13:

"13. PROHIBITED EMPLOYMENT

(1) (a) No employer shall require or permit any person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee, or employee for whom wages are prescribed in clause 30 (1) (i), to be employed on any one or more of the operations mentioned in the definition of "craftsman": Provided that, subject to the provisions of clause 11, a building assistant, Class I, may perform such operations to the extent set out in the definition of "building assistant, Class I".

(b) No employer shall require or permit any person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i), to be employed on any one or more of the operations mentioned in the definition of "building assistant, Class I," unless such employer has been permitted by the Council, in the manner prescribed in clause 11, to employ such person to perform such operations.

(2) (a) No person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i), shall be employed on any one or more of the operations mentioned in the definition of "craftsman": Provided that, subject to the provisions of clause 11, a building assistant, Class I, may perform such operations to the extent set out in the definition of "building assistant, Class I".

(b) No person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i), shall be employed on any one or more of the operations mentioned in the definition of "building assistant, Class I," unless his employer has been permitted by the Council, in the manner prescribed in clause 11, to employ him to perform such operations.

(3) No labour-only contractor, craftsman, foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i) who is employed on any site, workshop or premises where building work is being performed, shall allow any person, other than a registered labour-only contractor, craftsman, foreman, general foreman, apprentice or employee for whom wages are prescribed in clause 30 (1) (i), to perform any one or more of the operations mentioned in the definition of "craftsman" on such site, workshop or premises: Provided that, subject to the provisions of clause 11, a building assistant, Class I, may perform such operations to the extent set out in the definition of "building assistant, Class I".

(4) For the purposes of this clause, "registered labour-only contractor" means a labour-only contractor who is in possession of a current certificate of registration issued to him in accordance with the provisions of clause 21, and "registered craftsman" means a craftsman who is in possession of either a certificate of registration as a craftsman issued to him in accordance with the provisions of clause 12 or a current licence of exemption issued to him in accordance with the provisions of clause 6.

(5) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the employment of a person shall be deemed to relieve the employer from paying the remuneration prescribed and observing the conditions which he would have had to pay or observe had such employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such employment had not been prohibited."

9. CLAUSE 16.—WAGE GUARANTEE

(1) In subclause (1), insert the following provisos:

"(d) where an employer has notified the Council, in writing, that he has ceased to operate in the Building Industry in the Durban area—

(i) the Council shall satisfy itself that such employer has ceased to so operate, and that there are no amounts outstanding which could be claimed by the Council in accordance with the provisions of subclause (4);

die werksaamhede te verrig wat uiteengesit is in die omskrywing van 'ambagsman' as 'n ambagsman geregistreer word nie, tensy vrystelling deur die Minister verleen is waarvolgens hy vir sodanige werk in diens geneem mag word."

8. Vervang klousule 13 deur die volgende:

"13. VERBODE INDIENSNEMING

(1) (a) Geen werkgewer mag van 'n persoon, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone by klousule 30 (1) (i) voorgeskrif word, vereis of hom toelaat om vir een of meer van die werksaamhede in die omskrywing van 'ambagsman' genoem in diens geneem te word nie: Met dien verstande dat, behoudens klousule 11, 'n bou-assistent, klas I, sodanige werksaamhede kan verrig in sover as wat in die omskrywing van 'bou-assistent, klas I,' uiteengesit word.

(b) Geen werkgewer mag van 'n persoon, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskrif word, vereis of hom toelaat om vir een of meer van die werksaamhede in die omskrywing van "bou-assistent, klas I," genoem in diens geneem te word nie, tensy sodanige werkgewer op die wyse by klousule 11 voorgeskrif deur die Raad toegelaat is om sodanige persoon in diens te neem om sodanige werksaamhede te verrig.

(2) (a) Niemand, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskrif word, mag vir een of meer van die werksaamhede in die omskrywing van "ambagsman" genoem in diens geneem word nie: Met dien verstande dat, behoudens klousule 11, 'n bou-assistent, klas I, sodanige werksaamhede kan verrig in sover as wat in die omskrywing van "bou-assistent, klas I," uiteengesit word.

(b) Niemand, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskrif word, mag vir een of meer van die werksaamhede in die omskrywing van "bou-assistent, klas I," genoem in diens geneem word nie, tensy sy werkgewer, op die wyse in klousule 11 voorgeskrif, deur die Raad toegelaat is om hom in diens te neem om sodanige werksaamhede te verrig.

(3) Geen slegs-arbeid-kontrakteur, ambagsman, voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskrif word wat in diens is op 'n terrein, werkwinkel of perseel waar bouwerk verrig word, mag 'n persoon, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur, ambagsman, voorman, algemene voorman, vakleerling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskrif word, toelaat om een of meer van die werksaamhede in die omskrywing van "ambagsman" genoem op sodanige terrein, werkwinkel of perseel te verrig nie: Met dien verstande dat, behoudens klousule 11, 'n bou-assistent, klas I, sodanige werksaamhede kan verrig vir sover as wat in die omskrywing van "bou-assistent, klas I," uiteengesit word.

(4) Vir die toepassing van hierdie klousule beteken "geregistreerde slegs-arbeid-kontrakteur" 'n slegs-arbeid-kontrakteur wat 'n geldige registrasiesertifikaat besit wat ooreenkomstig klousule 21 aan hom uitgereik is, en "geregistreerde ambagsman" 'n ambagsman wat of 'n registrasiesertifikaat as ambagsman besit wat ooreenkomstig klousule 12 aan hom uitgereik is of 'n geldige vrystellingsertifikaat wat ooreenkomstig klousule 6 aan hom uitgereik is.

(5) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag die werkgewer te onthef van sy verpligting om die voorgeskrewe besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom as sodanige indiensneming nie verbode was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbode was nie."

9. KLOUSULE 16.—LOONWAARBORG

(1) In subklousule (1), voeg die volgende voorbehoudsbepalings in:

"(d) as 'n werkgewer die Raad skriftelik in kennis gestel het dat hy opgehou het om in die Bounwyerheid in die Durbanse gebied sake te doen—

(i) die Raad homself daarvan moet oortuig dat dié werkgewer wel aldus opgehou het om sake te doen en dat daar geen uitstaande bedrae is wat die Raad ooreenkomstig subklousule (4) kan opeis nie;

(ii) after the expiration of a period of 30 days from the date on which such notice is received, or such other period as may be determined by the Council, the Council shall refund to such employer any cash which was deposited with the Council by such employer pursuant to the provisions of this clause, or shall cancel any other document which was lodged by such employer with the Council in compliance with the provisions of this clause, as the case may be;

(e) where an employer has deposited cash with the Council pursuant to the provisions of this clause, and the Council has reason to believe that such employer has not been operating in the Building Industry in the Durban area for a period of at least six consecutive calendar months, the Council shall request such employer, by registered letter sent to his latest address on record with the Council, to confirm that he has ceased to so operate, and to apply for a refund of such cash deposit. If such employer fails to respond to such registered letter within a period of 60 days after the date on which the registered letter was sent to him, such cash deposit shall become forfeit and shall accrue to the general funds of the Council. The Council shall however, consider any application for a refund of a forfeited cash deposit, and shall pay such deposit to the applicant on production by him of the necessary proof to substantiate his claim.

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

"Provided that the amount of any guarantee assessed in accordance with the provisions of this subclause shall be rounded up to the next highest multiple of R50: Provided further that the amount of any guarantee assessed in accordance with the provisions of this subclause shall not be less than R500."

(3) In subclause (3) (b) (ii), substitute the amount "R500" for the amount "R200".

10. CLAUSE 21.—LABOUR-ONLY CONTRACTS

Substitute the following for clause 21:

"21. LABOUR-ONLY CONTRACTS

(1) *Registration of labour-only contractors.*—(a) No person shall operate as a labour-only contractor unless he has been issued with a certificate of registration in accordance with the provisions of this subclause.

(b) Every person who, after the date of coming into operation of this Agreement, operates as a labour-only contractor, shall register with the Council as a labour-only contractor within seven days after commencing operations in such capacity, and shall furnish the Council with such particulars and documents as the Council may require.

(c) No person shall be registered as a labour-only contractor unless he is in possession of a certificate of registration as a craftsman, issued to him by the Council in accordance with the provisions of clause 12.

(d) (i) The Council shall issue a certificate of registration to a labour-only contractor who complies with the requirements of paragraphs (b) and (c).

(ii) Except as otherwise provided in paragraphs (f) and (g), a certificate of registration issued to a labour-only contractor in accordance with the provisions of this paragraph, shall remain valid in respect only of the calendar year in which it is issued, and shall lapse on 31 December in the year of issue.

(e) (i) Any person who operates as a labour-only contractor shall renew his registration with the Council not later than 15 January in each year, and the Council shall issue a current certificate of registration to him in respect of that year.

(ii) The provisions of paragraph (d) (ii) shall *mutatis mutandis* apply to this paragraph.

(f) A certificate of registration issued to a labour-only contractor in terms of this subclause shall be retained by him in his possession at all times whilst he is so operating, and such labour-only contractor shall—

(i) on being requested to do so by an agent, produce such certificate of registration to the agent;

(ii) on being requested to do so by an employer, produce such certificate of registration to the employer;

(ii) die Raad ná verloop van 'n tydperk van 30 dae vanaf die datum waarop sodanige kennisgewing ontvang is, of sodanige ander tydperk as wat die Raad bepaal, aan sodanige werkgewer die kontant moet terugbetaal wat dié werkgewer ingevolge hierdie klousule by die Raad gedeponeer het, of ander dokumente moet kanselleer wat dié werkgewer ooreenkomstig hierdie klousule by die Raad ingedien het, na gelang van die geval;

(e) as 'n werkgewer ooreenkomstig hierdie klousule kontant by die Raad gedeponeer het en die Raad rede het om te glo dat dié werkgewer vir 'n tydperk van minstens ses agtereenvolgende kalendermaande nie in die Bounywerheid in die Durbanse gebied sake gedoen het nie, die Raad dié werkgewer per geregistreerde brief aan sy jongste adres wat by die Raad aangeteken is, moet versoek om te bevestig dat hy opgehou het om aldus sake te doen en om aansoek te doen om die terugbetaling van sodanige kontantdeposito. Indien dié werkgewer versuim om binne 'n tydperk van 60 dae ná die datum waarop die geregistreerde brief aan hom gestuur is daarop te antwoord, verbeur hy sodanige kontantdeposito en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter enige aansoek om die terugbetaling van 'n verbeurde kontantdeposito oorweeg en sodanige deposito aan die aansoeker betaal as hy die nodige bewys lewer ter stawing van sy eis.

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

"Met dien verstande dat die bedrag van enige waarborg wat ooreenkomstig hierdie subklousule bepaal word tot die volgende veelvoud van R50 afgerond word:

Voorts met dien verstande dat die bedrag van enige waarborg wat ooreenkomstig hierdie subklousule bepaal word, minstens R500 moet wees."

(3) In subklousule (3) (b) (ii), vervang die bedrag "R200" deur die bedrag "R500".

10. KLOUSULE 21.—SLEGS-ARBEID-KONTRAKTE

Vervang klousule 21 deur die volgende:

"21. SLEGS-ARBEID-KONTRAKTE

(1) *Registrasie van slegs-arbeid-kontrakteurs.*—(a) Niemand mag as 'n slegs-arbeid-kontrakteur optree nie tensy 'n registrasiesertifikaat ooreenkomstig hierdie subklousule aan hom uitgereik is.

(b) Elkeen wat na die inwerkingtreding van hierdie Ooreenkoms as 'n slegs-arbeid-kontrakteur optree, moet binne sewe dae nadat hy in dié hoedanigheid met sy werksaamhede begin, as 'n slegs-arbeid-kontrakteur by die Raad registreer en aan die Raad sodanige besonderhede en dokumente verskaf as wat die Raad vereis.

(c) Niemand mag as 'n slegs-arbeid-kontrakteur geregistreer word nie tensy hy 'n registrasiesertifikaat as ambagsman besit wat ooreenkomstig klousule 12 deur die Raad aan hom uitgereik is.

(d) (i) Die Raad moet 'n registrasiesertifikaat aan 'n slegs-arbeid-kontrakteur uitreik wat aan die vereistes van paragrawe (b) en (c) voldoen.

(ii) Behoudens paragrawe (f) en (g), bly 'n registrasiesertifikaat wat ooreenkomstig hierdie paragraaf aan 'n slegs-arbeid-kontrakteur uitgereik is geldig slegs ten opsigte van die kalenderjaar waarin dit uitgereik is en vervel dit op 31 Desember van die jaar waarin dit uitgereik is.

(e) (i) Elkeen wat as slegs-arbeid-kontrakteur optree, moet voor of op 15 Januarie in elke jaar sy registrasie by die Raad hernieu, en die Raad moet 'n geldige registrasiesertifikaat ten opsigte van dié jaar aan hom uitreik.

(ii) Paragraaf (d) (ii) is *mutatis mutandis* op hierdie paragraaf van toepassing.

(f) 'n Slegs-arbeid-kontrakteur moet 'n registrasiesertifikaat wat ooreenkomstig hierdie subklousule aan hom uitgereik is altyd in sy besit hou terwyl hy aldus optree en moet—

(i) as hy deur 'n agent daartoe versoek word dié registrasiesertifikaat aan die agent toon;

(ii) as hy deur 'n werkgewer daartoe versoek word dié registrasiesertifikaat aan die werkgewer toon;

(iii) on being requested to do so by the Council, surrender such certificate of registration to the Council.

(g) The Council shall have the power to amend, revoke or withdraw a certificate of registration issued in terms of this subclause, and in such circumstances the Council's decision shall be final.

(2) *Giving out of work by employers to labour-only contractors.*—(a) No employer shall give out work to a labour-only contractor unless such labour-only contractor is in possession of a current certificate of registration issued by the Council.

(b) An employer who gives out work to a labour-only contractor shall, within seven days thereafter, submit the following information to the Council in such form as may be determined by the Council from time to time:

(i) The name, address and Council registration number of such labour-only contractor;

(ii) the address of the site on which such labour-only contractor will be employed;

(iii) the date from which such labour-only contractor was employed.

(c) Not later than the seventh day of each month, an employer who gives out work to labour-only contractors, shall forward to the Secretary of the Council a statement showing, in such manner as the Council may prescribe, such particulars in respect of all labour-only contractors who were employed by him during the preceding month as may be required by the Council.

(3) *Special conditions relating to labour-only contracts.*—(a) No person operating as a labour-only contractor shall be entitled to employ any person other than a labourer, and no labour-only contractor shall require or permit any person employed by him to undertake any work other than any one or more of the operations mentioned in the definitions of "labourer, Grade I" and/or "labourer, Grade II": Provided that, except as otherwise provided in clause 43 (1) (b), a labour-only contractor shall comply with the provisions of this Agreement in respect of the employment by him of any such labourer, as if he were an employer.

(b) Each person who is a partner in a partnership which is operating as a labour-only contractor, shall be required to register individually with the Council in the manner prescribed in subclause (1).

(c) An employer who gives out work to a labour-only contractor, and a person who is operating as a labour-only contractor, shall comply with the provisions of clause 43.

(d) An employer who is a member of the employers' organisation and who gives out work to a labour-only contractor, and a person who is operating as a labour-only contractor, shall comply with the provisions of clause 10 (1) as if such labour-only contractor were a craftsman.

(e) An employer who gives out work to a labour-only contractor, and a person who is operating as a labour-only contractor, shall comply with the provisions of clauses 25, 26, 29 and 50 as if such labour-only contractor were a craftsman.

(4) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the employment of a person shall be deemed to relieve the employer from paying the remuneration prescribed which he would have had to pay and observing the conditions which he would have had to observe had such employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such employment had not been prohibited."

11. CLAUSE 25.—MAXIMUM HOURS OF WORK

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

"(i) for more than 45 hours in any one week or for more than nine hours in any one day;"

12. CLAUSE 29.—ANNUAL AND PUBLIC HOLIDAYS

In subclause (1) (a), insert the following subparagraphs:

"(v) between finishing time on Friday, 14 December 1979, and starting time on Monday, 7 January 1980;

(vi) between finishing time on Friday, 12 December 1980, and starting time on Monday, 5 January 1981;"

(iii) as hy deur die Raad daartoe versoek word dié registrasiesertifikaat aan die Raad gee.

(g) Die Raad besit die bevoegdheid om 'n registrasiesertifikaat wat ingevolge hierdie subklousule uitgereik is, te wysig, te herroep of te kanselleer en in so 'n geval is die Raad se beslissing finaal.

(2) *Die uitbesteding van werk aan slegs-arbeid-kontrakteurs deur werkgewers.*—(a) Geen werkgewer mag werk aan 'n slegs-arbeid-kontrakteur uitbestee nie, tensy sodanige slegs-arbeid-kontrakteur 'n geldige registrasiesertifikaat besit wat deur die Raad uitgereik is.

(b) 'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitbestee moet binne sewe dae daarna die volgende inligting aan die Raad verstrek in die vorm wat die Raad van tyd tot tyd bepaal:

(i) Die slegs-arbeid-kontrakteur se naam, adres en registrasienommer van die Raad;

(ii) die adres van die terrein waarop dié slegs-arbeid-kontrakteur sal werk;

(iii) die datum waarop dié slegs-arbeid-kontrakteur in diens geneem is.

(c) Voor of op die sewende dag van elke maand moet 'n werkgewer wat werk aan slegs-arbeid-kontrakteur uitbestee aan die Sekretaris van die Raad 'n staat stuur waarop en op sodanige wyse as wat die Raad voorskryf dié besonderhede soos deur die Raad vereis van alle slegs-arbeid-kontrakteurs verskyn wat die vorige maand by hom in diens was.

(3) *Spesiale voorwaardes met betrekking tot slegs-arbeid-kontrakte.*—(a) Niemand wat as 'n slegs-arbeid-kontrakteur optree is daarop geregtig om iemand anders as 'n arbeider in diens te neem nie, en geen slegs-arbeid-kontrakteur mag van iemand in sy diens vereis of hom toelaat om enige werk te onderneem nie, uitgesonderd een of meer van die werksaamhede in die omskrywing van "arbeider, graad I" en/of "arbeider, graad II" genoem: Met dien verstande dat, behoudens klousule 43 (1) (b), 'n slegs-arbeid-kontrakteur moet voldoen aan die bepalinge van hierdie Ooreenkoms ten opsigte van die indiensneming deur hom van so 'n arbeider, asof hy 'n werkgewer was.

(b) Daar word van elkeen wat 'n vennoot is in 'n vennootskap wat as slegs-arbeid-kontrakteur optree, vereis om individueel by die Raad te registreer op die wyse in subklousule (1) voorgeskryf.

(c) 'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitbestee en iemand wat as slegs-arbeid-kontrakteur optree, moet aan die bepalinge van klousule 43 voldoen.

(d) 'n Werkgewer wat lid is van die werkgewersorganisasie en wat werk aan 'n slegs-arbeid-kontrakteur uitbestee en iemand wat as slegs-arbeid-kontrakteur optree, moet aan die bepalinge van klousule 10 (1) voldoen asof so 'n slegs-arbeid-kontrakteur 'n ambagsman was.

(e) 'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitgee en iemand wat as slegs-arbeid-kontrakteur optree, moet aan die bepalinge van klousules 25, 26, 29 en 50 voldoen asof so 'n slegs-arbeid-kontrakteur 'n ambagsman was.

(4) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag die werkgewer te onthef van sy verpligting om die voorgeskrewe besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom as sodanige indiensneming nie verbode was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbode was nie."

11. KLOUSULE 25.—MAKSIMUM WERKURE

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

"(i) meer as 45 uur in 'n bepaalde week of meer as nege uur op 'n bepaalde dag;"

12. KLOUSULE 29.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

In subklousule (1) (a), voeg die volgende subparagrafe in:

"(v) tussen uitskeityd op Vrydag, 14 Desember 1979, en aanvangstyd op Maandag, 7 Januarie 1980;

(vi) tussen uitskeityd op Vrydag, 12 Desember 1980, en aanvangstyd op Maandag, 5 Januarie 1981;"

13. CLAUSE 30.—MINIMUM WAGE RATES

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

"(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause and clauses 31 to 35 inclusive:

13. KLOUSULE 30.—MINIMUM LOONSKALE

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

"(1) Geen loon wat laer is as die volgende, gelees met die ander bepalings van hierdie klausule, klausules 31 tot en met 35, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Category of employee	From the date of coming into operation of this Agreement up to 24/10/79	From 25/10/79 to 23/4/80	From 24/4/80 to 29/10/80	From 30/10/80 to 29/4/81	From 30/4/81
	Per hour	Per hour	Per hour	Per hour	Per hour
(a) Labourer, Grade II—	c	c	c	c	c
(i) not on construction work.....	62	64	67	70	74
(ii) on construction work.....	63	65	68	71	75
(b) Labourer, Grade I—					
(i) not on construction work.....	66	69	72	76	80
(ii) on construction work.....	67	70	73	77	81
(c) Driver of mechanical vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is—					
(i) up to and including 1 815 kg.....	75	78	81	85	90
(ii) over 1 815 kg up to and including 3 175 kg.....	86	89	93	98	103
(iii) over 3 175 kg up to and including 3 850 kg.....	95	99	103	108	114
(iv) over 3 850 kg.....	112	116	121	127	134
(d) Operator of a power-driven tower crane.....	116	120	125	131	138
(e) Building assistant, Class II—					
(i) not on construction work.....	95	99	103	108	114
(ii) on construction work.....	96	100	104	109	115
(f) Building assistant, Class I—					
(i) not on construction work.....	115	119	124	130	137
(ii) on construction work.....	116	120	125	131	138
	Per day	Per day	Per day	Per day	Per day
(g) Employees engaged on patrolling premises and guarding property.....	R 5,67	R 5,85	R 6,12	R 6,39	R 6,75
	Per hour R	Per hour R	Per hour R	Per hour R	Per hour R
(h) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices.....	2,59	2,69	2,81	2,95	3,11
(i) Employees employed during the probationary period allowed under the Apprenticeship Act, 1944.....	The rate laid down for first-year apprentices. The rate laid down for craftsmen."				
(j) Foremen and general foremen.....					

Klas werknemer	Vanaf die datum waarop hierdie ooreenkoms in werking tree tot 24/10/79	Vanaf 25/10/79 tot 23/4/80	Vanaf 24/4/80 tot 29/10/80	Vanaf 30/10/80 tot 29/4/81	Vanaf 30/4/81
	Per uur	Per uur	Per uur	Per uur	Per uur
(a) Arbeider, graad II—	c	c	c	c	c
(i) nie op bouwerk nie.....	62	64	67	70	74
(ii) op bouwerk.....	63	65	68	71	75
(b) Arbeider, graad I—					
(i) nie op bouwerk nie.....	66	67	72	76	80
(ii) op bouwerk.....	67	70	73	77	81
(c) Drywer van 'n meganiese aangedrewe voertuig waarvan die onbelaste massa, tesame met die obelaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig gekoppel is of daardeur getrek word—					
(i) tot en met 1815 kg is.....	75	78	81	85	90
(ii) meer as 1 815 kg tot en met 3 175 kg is.....	86	89	93	98	103
(iii) meer as 3 175 kg tot en met 3 850 kg is.....	95	99	103	103	114
(iv) meer as 3 850 kg is.....	112	116	121	127	134
(d) Bediener van 'n kragaangedrewe toringkraan.....	116	120	125	131	138

Klas werknemer	Vanaf die datum waarop hierdie ooreenkoms in werking tree tot 24/10/79	Vanaf 25/10/79 tot 23/4/80	Vanaf 24/4/80 tot 29/10/80	Vanaf 30/10/80 tot 29/4/81	Vanaf 30/4/81
	Per uur	Per uur	Per uur	Per uur	Per uur
(e) Bou-assistent, klas II—	c	c	c	c	
(i) nie op bouwerk nie.....	95	99	103	108	114
(ii) op bouwerk.....	96	100	104	109	115
(f) Bou-assistent, klas I—					
(i) nie op bouwerk nie.....	115	119	124	130	137
(ii) op bouwerk.....	116	120	125	131	138
	Per dag	Per dag	Per dag	Per dag	Per dag
(g) Werknemers wat persele patrolleer en eiendomme bewaak...	R 5,67	R 5,85	R 6,12	R 6,39	R 6,75
	Per uur	Per uur	Per uur	Per uur	Per uur
(h) Ambagsmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge.....	R 2,59	R 2,69	R 2,81	R 2,95	R 3,11
(i) Werknemers wat in diens is gedurende die proftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word				
(j) Voormanne en algemene voormanne.....	Die loon wat vir ambagsmanne voorgeskryf word				

(2) Delete subclause (2).

(3) In subclause (3), substitute the expression "subclause (3)" for the expression "subclause (4)", and renumber subclause (3) to be subclause (2).

(4) In subclause (4), substitute the expression "subclause (2)" for the expression "subclause (3)", and renumber subclause (4) to be subclause (3).

(5) Renumber subclause (5) to be subclause (4).

14. CLAUSE 32.—PAYMENT FOR OVERTIME

(1) In subclause (1), substitute the following for paragraphs (b) and (c):

"(b) *Employees for whom wages are prescribed in clause 30 (1) (h).*—One and one-fifth times his hourly wage.

(c) *Employees for whom wages are prescribed in clause 30 (1) (a) to (f) inclusive.*—One and one-half times his hourly wage."

(2) In subclause (2), substitute the words "one and a half" for the words "one and one-third".

(3) In subclause (3), substitute the words "one and two-thirds" for the words "one and one-half".

15. CLAUSE 34.—PAYMENT FOR SUSPENSION OF EMPLOYMENT

(1) Substitute the following for the heading to this clause:

"34. PAYMENT FOR SUSPENSION OF EMPLOYMENT AND INCLEMENT WEATHER"

(2) In subclause (1)—

(a) substitute the following for paragraph (a):

"(a) Subject to the provisions of subclauses (2) and (3), where an employee's employment has been temporarily suspended in accordance with the provisions of clause 28 (1)

(2) Skrap subklousule (2).

(3) In subklousule (3) vervang die uitdrukking "subklousule 4" deur die uitdrukking "subklousule (3)" en hernommer subklousule (3) tot subklousule (2).

(4) In subklousule (4) vervang die uitdrukking "subklousule (3)" deur die uitdrukking "subklousule (2)" en hernommer subklousule (4) tot subklousule (3).

(5) Hernommer subklousule (5) tot subklousule (4).

14. KLOUSULE 32.—BETALING VIR OORTYDWERK

(1) In subklousule (1), vervang paragrawe (b) en (c) deur die volgende:

"(b) *Werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.*—Een en een vyfde maal hul uurloon.

(c) *Werknemers vir wie lone in klousule 30 (1) (a) tot (f) voorgeskryf word.*—Een en 'n half maal hul uurloon."

(2) In subklousule (2), vervang die woorde "een en een derde" deur die woorde "een en 'n half".

(3) In subklousule (3), vervang die woorde "een en 'n half" deur die woorde "een en twee derdes".

15. KLOUSULE 34.—BETALING VIR OPSKORTING VAN DIENS

(1) Vervang die opskrif van hierdie klousule deur die volgende:

"34. BETALING VIR OPSKORTING VAN DIENS EN GURE WEER"

(2) In subklousule (1)—

(a) vervang paragraaf (a) deur die volgende:

"(a) Behoudens subklousules (2) en (3), moet 'n werkgewer aan 'n werknemer wie se diens ooreenkomstig klousule 28 (1) tydelik opgeskort is om ander redes as gure weer 'n

for reasons other than inclement weather, an employer shall pay to such employee an amount equivalent to the wages and allowances which such employee would have received had he worked all the ordinary hours of work which occurred during the first 15 consecutive working days of such period of suspension: Provided that the provisions of this paragraph shall not apply to an employee who has been suspended from work because the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, explosion and/or similar emergencies beyond the control of the employer.”;

(b) insert the following paragraph:

“(c) No payment shall be made to an employee in accordance with the provisions of paragraph (a) unless such employee has presented himself at his normal place of employment at the normal starting time on each of the first 15 working days during such period of suspension.”.

(3) In subclause (2), substitute the heading “*Payment of inclement weather benefits to craftsmen.*—” for the words “Notwithstanding the provisions of subclause (1),”.

(4) Insert the following subclause:

“(3) *Payment to other employees for time lost due to inclement weather.*—(a) Subject to the provisions of paragraph (b), where an employee for whom wages are prescribed in clause 30 (1) (a) to (g), inclusive, has been suspended from employment in accordance with the provisions of clause 28 (1) because of inclement weather, an employer shall pay to such employee either—

(i) the wages to which such employee is entitled in respect of the number of ordinary hours, if any, worked by him on the day on which his employment was suspended because of inclement weather; or

(ii) an amount equivalent to the wages which he would have received if he had worked for four hours;

whichever amount is the greater, in respect of each day on which his employment is suspended because of inclement weather.

(b) No payment shall be made to an employee in accordance with the provisions of paragraph (a) unless such employee has presented himself at his normal place of employment at the normal starting time on each day in respect of which his employment is suspended because of inclement weather: Provided that, where an employee is authorised by his employer or by his employer's duly appointed foreman or other agent to leave the job because it is apparent that no work will be able to be carried out because of the inclement weather, such employee shall not be disqualified from receiving the payments prescribed in paragraph (a) if he then leaves the job.”.

16. CLAUSE 36.—HOLIDAY PAY—ALL EMPLOYEES

(1) In subclause (1) substitute the following for paragraph (a):

“(a) *Public holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day):*

(i) *Up to 24 October 1979.*—In respect of each of the said public holidays which falls on an ordinary working day, the wages which an employee would have earned on an ordinary working day; such amount to be paid on the pay-day following the public holiday concerned: Provided that no payment shall be made to an employee in terms of this subparagraph unless such employee worked on the working days immediate before and after the public holiday concerned.

(ii) *From 25 October 1979.*—Subject to the provisions of clause 40 (5) (b), in respect only of hours worked within the times prescribed in clause 25 (1) (d), the amount prescribed in clause 40 (3) (a): Provided that the method and time of payment shall be as provided in clauses 40 and 58.”.

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

“(2) *Employees for whom wages are prescribed in clause 30 (1) (h).*—Subject to the provisions of clause 39 (5), in addition to any remuneration to which employees may be entitled in terms of this Agreement, an employer shall, in

bedrag betaal wat gelyk is aan die loon en toelaes wat sodanige werknemer sou ontvang het as hy al die gewone werkdag gedurende die eerste 15 agtereenvolgende werkdag van sodanige opskortingstydperk gewerk het: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer wie se diens opgeskort word omdat die vordering daarvan onderbreek is deur 'n natuurkrag of *vis major*, brand, onluste, burgerlike oproer, staking, ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgewer.”;

(b) voeg die volgende paragraaf in:

“(c) Geen betaling mag ooreenkomstig paragraaf (a) aan 'n werknemer gemaak word nie, tensy sodanige werknemer hom op elkeen van die eerste 15 dae gedurende sodanige opskortingstydperk op die gewone aanvangstyd by sy gewone werkplek aangemeld het.”.

(3) In subklousule (2), vervang die woorde “Ondanks subklousule (1),” deur die opskrif “*Betaling van bystand weens gure weer aan ambagsmanne.*—”, en vervang die woorde “moet werkgewers” deur die woorde “Werkgewers moet”.

(4) Voeg die volgende subklousule in:

“(3) *Betaling aan ander werknemers vir verlore tyd weens gure weer.*—(a) As die diens van 'n werknemer vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word weens gure weer ooreenkomstig klousule 28 (1) opgeskort word, moet 'n werkgewer aan sodanige werknemer, behoudens paragraaf (b), of—

(i) die loon betaal waarop sodanige werknemer geregtig is ten opsigte van die getal gewone ure, as daar is, wat hy gewerk het op die dag toe sy diens weens gure weer opgeskort is; of

(ii) 'n bedrag betaal gelyk aan die loon wat hy sou ontvang het indien hy vier uur gewerk het;

en wel die grootste bedrag, ten opsigte van elke dag waarop sy diens weens gure weer opgeskort is.

(b) Geen betaling moet ooreenkomstig paragraaf (a) aan 'n werknemer geskied nie tensy sodanige werknemer hom op elke dag ten opsigte waarvan sy diens weens gure weer opgeskort is op die gewone aanvangstyd by sy gewone werkplek aangemeld het: Met dien verstande dat as 'n werknemer deur sy werkgewer of dié se behoorlik aangestelde voorman of ander agent gemagtig word om die werk te verlaat omdat dit duidelik is dat daar weens die gure weer geen werk verrig sal kan word nie, hy nie onbevoeg geag mag word om die betaling in paragraaf (a) voorgeskryf, te ontvang as hy dan sy werk verlaat nie.”.

16. KLOUSULE 36.—VAKANSIEBESOLDIGING—ALLE WERKNEMERS

(1) In subklousule (1) vervang paragraaf (a) deur die volgende:

“(a) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Setlaarsdag en Krugerdag):*

(i) *Tot 24 Oktober 1979.*—Ten opsigte van elkeen van genoemde openbare vakansiedae wat op 'n gewone werkdag val, die loon wat 'n werknemer op 'n gewone werkdag sou verdien het, en sodanige bedrag moet op die eerste betaaldag na die betrokke openbare vakansiedag betaal word: Met dien verstande dat geen betaling ingevolge hierdie subparagraaf aan 'n werknemer moet geskied nie tensy sodanige werknemer op die werkdag onmiddellik voor en na die betrokke openbare vakansiedag gewerk het.

(ii) *Vanaf 25 Oktober 1979.*—Behoudens klousule 40 (5) (b), slegs vir die ure gewerk binne die tyd in klousule 25 (1) (d), voorgeskryf, die bedrag in klousule 40 (3) (a) voorgeskryf: Met dien verstande dat die tyd en die wyse van betaling moet wees soos in klousules 40 en 58 bepaal.”.

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

“(2) *Werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.*—Behoudens klousule 39 (5), en benewens enige besoldiging waarop werknemers kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgewer aan genoemde werk-

respect only of the hours worked within the times prescribed in clause 25 (1) (c), pay to the said employees the amount prescribed in clause 39 (3) (a): Provided that the method and time of payment shall be as provided in clauses 39 and 57."

(3) In subclause (3)—

(a) in the heading to paragraph (a), delete the words "*and Day of the Covenant when the latter public holiday falls outside the holiday period*";

(b) in paragraph (a), insert the words "which falls on an ordinary working day" between the words "said public holidays," and "the wages which";

(c) insert the following proviso at the end of paragraph (a):

"Provided that no payment shall be made to an apprentice in terms of this paragraph unless such apprentice worked on the working days immediately before and after the public holiday concerned."

(d) substitute the following for paragraph (b):

"(b) *Day of the Covenant and holiday period.*—(i) In respect of any period of employment up to and including 14 December 1979, the wages which an apprentice or minor would have earned if he had worked for his employer during the said period, such amount to be paid on the last pay-day prior to commencement of the holiday period: Provided that in the event of apprentices or minors whose contracts of employment are terminated prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay to such apprentices or minors an amount of not less than one-quarter of the weekly wage in respect of each completed month of employment during the year preceding such holiday.

(ii) Notwithstanding the provisions of subparagraph (i), with effect from 25 October 1979, and in respect only of hours worked within the times prescribed in clause 25 (1) (c), the amounts prescribed in clause 41 (3) (a): Provided that the method and time of payment shall be as provided in clauses 41 and 57."

(4) Insert the following subclause:

"(4) *Foremen and general foremen.*—In addition to any remuneration to which a foreman or general foreman may be entitled in terms of this Agreement, an employer shall pay to the said employees the amounts specified as hereunder:

(a) *Public holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day).*—In respect of each of the said public holidays which on an ordinary working day, the wages which a foreman or general foreman would have earned on an ordinary working day; such amount to be paid on the pay-day following the public holiday concerned.

(b) *Day of the Covenant and holiday period.*—In respect only of hours worked within the times prescribed in clause 25 (1) (c), the amounts prescribed in clause 39 (3) (a) or 42 (3) (a), as the case may be: Provided that the method and time of payment shall be as provided in clauses 39, 42 and 57."

17. CLAUSE 37.—SICK PAY—CRAFTSMEN

Substitute the following for this clause:

"37. SICK PAY—CRAFTSMEN AND APPRENTICES

Sickness and accident benefits shall be paid by the Benefit Fund to employees for whom wages are prescribed in clause 30 (1) (h), and, with effect from 25 October 1979, to apprentices and employees for whom wages are prescribed in clause 30 (1) (i), in accordance with the rules of the Benefit Fund as referred to in clause 59 (6)."

18. CLAUSE 39.—FRINGE BENEFITS AND STAMPS—CRAFTSMEN

(1) In subclause (1)—

(a) insert the words "and a foreman or general foreman to whom the provisions of clause 42 applies" between the words "any one week" and "and subject to";

nemers, slegs vir die ure gewerk binne die tye in klousule 25 (1) (c) voorgeskryf, ook die bedrag in klousule 39 (3) (a) voorgeskryf, betaal: Met dien verstande dat die tyd en wyse van betaling moet wees soos in klousule 39 en 57 bepaal."

(3) In subklousule (3)—

(a) in die opskrif van paragraaf (a), skrap die woorde "*en Geloftedag as laasgenoemde openbare vakansiedag buite die vakansietydperk val*";

(b) in paragraaf (a), voeg die woorde "wat op 'n gewone werkdag val" in tussen die woorde "openbare vakansiedae," en "die loon wat";

(c) voeg die volgende voorbehoudsbepaling in aan die einde van paragraaf (a):

"Met dien verstande dat geen betaling ingevolge hierdie paragraaf aan 'n vakleerling moet geskied nie tensy sodanige vakleerling op die werkdag onmiddellik voor en ná die betrokke openbare vakansiedag gewerk het."

(d) vervang paragraaf (b) deur die volgende:

"(b) *Geloftedag en vakansietydperk.*—(i) Ten opsigte van enige tydperk van diens tot en met 14 Desember 1979, die loon wat 'n vakleerling of 'n minderjarige sou verdien het as hy gedurende genoemde tydperk vir sy werkgever gewerk het, en sodanige bedrag moet op die laaste betaaldag voor die begin van die vakansietydperk betaal word: Met dien verstande dat, in die geval van vakleerlinge of minderjariges wie se dienskontrakte beëindig word voor die laaste betaaldag wat die begin van die vakansietydperk voorafgaan die werkgever aan sodanige vakleerling of minderjarige 'n bedrag van minstens een kwart van die weekloon moet betaal ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige vakansie voorafgegaan het.

(ii) Ondanks subparagraph (i), met ingang van 25 Oktober 1979, slegs vir die ure gewerk binne die tye in klousule 25 (1) (c) voorgeskryf, die bedrae in klousule 41 (3) (a) voorgeskryf: Met dien verstande dat die tyd endie wyse van betaling moet wees soos in klousules 41 en 57 bepaal."

(4) Voeg die volgende subklousule in:

"(4) *voormanne en algemene voormanne.*—Benewens enige besoldiging waarop 'n voorman of algemene voorman kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgever ook die bedrae soos hieronder uiteengesit aan genoemde werknemers betaal:

(a) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag).*—Ten opsigte van elkeen van genoemde openbare vakansiedae wat op 'n gewone werkdag val, die loon wat 'n voorman of algemene voorman op 'n gewone werkdag sou verdien het, en sodanige bedrag moet op die eerste betaaldag na die betrokke openbare vakansiedag betaal word.

(b) *Geloftedag en vakansietydperk.*—Slegs vir die ure gewerk binne die tye in klousule 25 (1) (c) voorgeskryf, die bedrae in klousule 39 (3) (a) of 42 (3) (a) voorgeskryf, na gelang van die geval: Met dien verstande dat die tyd en die wyse van betaling moet wees soos in klousules 39, 42 en 57 bepaal."

17. KLOUSULE 37.—SIEKEBESOLDIGING—AMBAGSMANNE

Vervang hierdie klousule deur die volgende:

"37. SIEKEBESOLDIGING—AMBAGSMANNE EN VAKLEERLINGE

Ooreenkomstig die reëls van die Bystandsfonds soos in klousule 59 (6) bedoel, moet siekte- en ongeluksbystand deur die Bystandsfonds betaal word aan werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word, en, met ingang van 25 Oktober 1979, aan vakleerlinge en werknemers vir wie lone in klousule 30 (1) (i) voorgeskryf word."

18. KLOUSULE 39.—BYVOORDELE EN SEËLS—AMBAGSMANNE

(1) In subklousule (1)—

(a) voeg die woorde "en 'n voorman of algemene voorman op wie klousule 42 van toepassing is" in tussen die woorde "vir 'n werkgever werk" en "en behoudens";

(b) substitute the following for the heading and paragraphs (a) to (j) of the table of stamp values:

(b) vervang die opskrif en paragrawe (a) tot en met (j) van die seëlwaardetabel deur die volgende:

	“(A) From the date of coming into operation of this Agreement up to 24/10/79	(B) From 25/10/79 to 29/10/80	(C) From 30/10/80
	R	R	R
(a) Holiday pay.....	9,40	9,40	10,40
(b) Holiday allowance.....	4,00	5,20	5,20
(c) Pension Scheme contributions.....	13,30	14,20	15,50
(d) Benefit Fund contributions.....	1,20	1,20	1,20
(e) Medical Aid Fund contributions.....	5,50	5,50	5,50
(f) Contributions to Industrial Council expenses.....	0,40	0,40	0,40
(g) Contributions to National Development Fund.....	0,07	0,07	0,07
(h) Contributions to Building Industries Recruitment and Training Fund.....	0,50	0,50	0,50
(i) Special membership levy.....	0,13	0,13	0,13
(j) Total sum.....R	34,50	36,60	38,90”

	“(A) Vanaf die datum waarop die Ooreekoms in werking tree tot 24/10/79	(B) Vanaf 25/10/79 tot 29/10/80	(C) Vanaf 31/10/80
	R	R	R
(a) Vakansiebesoldiging.....	9,40	9,40	10,40
(b) Vakansietoelae.....	4,00	5,20	5,20
(c) Bydraes tot Pensioenskema.....	13,30	14,20	15,50
(d) Bydraes tot Bystandsfonds.....	1,20	1,20	1,20
(e) Bydraes tot Mediese Hulpfonds.....	5,50	5,50	5,50
(f) Bydraes tot uitgawes van die Nywerheidsraad.....	0,40	0,40	0,40
(g) Bydraes tot Nasionale Ontwikkelingsfonds.....	0,07	0,07	0,07
(h) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid.....	0,50	0,50	0,50
(i) Spesiale lidmaatskapheffing.....	0,13	0,13	0,13
(j) Totale som.....R	34,50	36,60	38,90”

(2) In subclause (3)—

(a) substitute the words “Except in respect of a foreman or general foreman to whom the provisions of clause 42 applies, and subject” for the word “Subject”;

(b) substitute the following for the heading and paragraphs (a) to (f) of the table of fringe benefit rates:

(2) In subklousule (3)—

(a) vervang die woord “Behoudens” deur die woorde “Met uitsondering van ’n voorman of algemene voorman op wie klousule 42 van toepassing is, en behoudens”;

(b) vervang die opskrif en paragrawe (a) tot en met (f) van die byvoordeel-tarieftabel deur die volgende:

	“(A) From the date of coming into operation of this Agreement up to 24/10/79	(B) From 25/10/79 to 29/10/80	(C) From 30/10/80
	Cents per hour	Cents per hour	Cents per hour
(a) Holiday pay.....	23,50	23,50	26,00
(b) Holiday allowance.....	10,00	13,00	13,00
(c) Pension Scheme contributions.....	31,25	33,50	36,75
(d) Benefit Fund contributions.....	3,00	3,00	3,00
(e) Medical Aid Fund contributions.....	8,75	8,75	8,75
(f) Total sum.....	76,50	81,75	87,50”

	“(A) Vanaf die datum waarop die Ooreen- koms in wer- king tree tot 24/10/79	(B) Vanaf 25/10/79 tot 29/10/80	(C) Vanaf 30/10/80
	Sent per uur	Sent per uur	Sent per uur
(a) Vakansiebesoldiging.....	23,50	23,50	26,00
(b) Vakansietoelae.....	10,00	13,00	13,00
(c) Bydraes tot Pensioenskema.....	31,25	33,50	36,75
(d) Bydraes tot Bystandsfonds.....	3,00	3,00	3,00
(e) Bydraes tot Mediese Hulpfonds.....	8,75	8,75	8,75
(f) Totale som.....	76,50	81,75	87,50”

(3) In subclause (4) (a)—

(a) substitute the words "Except in respect of an employee who works for an employer for less than 16 hours in any one week and a foreman or general foreman to whom the provisions of clause 42 applies, and subject" for the word "Subject";

(b) substitute the following for the heading and subparagraphs (i) to (vii) of the table of deductions:

	(A) From the date of coming into operation of this Agreement up to 24/10/79	(B) From 25/10/79 to 29/10/80	(C) From 30/10/80
	R	R	R
(i) Holiday pay.....	9,40	9,40	10,40
(ii) Holiday allowance.....	4,00	5,20	5,20
(iii) Pension Scheme contributions.....	13,30	14,20	15,50
(iv) Benefit Fund contributions.....	1,20	1,20	1,20
(v) Medical Aid Fund contributions.....	5,50	5,50	5,50
(vi) Contributions to Industrial Council expenses.....	0,20	0,20	0,20
(vii) Total sum..... R	33,60	35,70	38,00"

	(A) Vanaf die datum waarop die Ooreenkoms in werking tree tot 24/10/79	(B) Vanaf 25/10/79 tot 29/10/80	(C) Vanaf 30/10/80
	R	R	R
(i) Vakansiebesoldiging.....	9,40	9,40	10,40
(ii) Vakansietoelae.....	4,00	5,20	5,20
(iii) Bydraes tot Pensioenskema.....	13,30	14,20	15,50
(iv) Bydraes tot Bystandsfonds.....	1,20	1,20	1,20
(v) Bydraes tot Mediese Hulpfonds.....	5,50	5,50	5,50
(vi) Bydraes tot uitgawes van die Nywerheidsraad.....	0,20	0,20	0,20
(vii) Totale som..... R	33,60	35,70	38,00"

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

"(5) *Foremen and general foremen.*—(a) During the period up to 24 October 1979, the provisions of subclauses (1), (3) and (4) shall be applicable to all foremen and general foremen.

(b) With effect from 25 October 1979, the provisions of subclauses (1), (3) and (4) shall be applicable only to a foreman or general foreman whose hourly wage rate or equivalent monthly salary is less than the lowest hourly wage or equivalent monthly salary specified in the tables prescribed in clause 42 (6)."

(5) In subclause (6) (a), delete the words ", save as provided for in clause 32 (1) (b)."

(6) Delete the proviso in subclause (8) (a).

(7) In subclause 9 (b), substitute the words "nor shall they be sold, ceded, pledged or donated by such employee, irrespective of whether or not any consideration is given to or received by such employee, either in cash or in kind or in any other manner, in respect of such sale, cession, pledge or donation." for the words "nor shall they be ceded or pledged."

(8) In subclauses (9) and (10) substitute the expression "clause 42 or 59 (6) (b)" for the expression "clause 59 (6) (b)".

(9) Insert the following subclauses:

"(11) *Interest on arrear stamp purchases and issues.*—(a) An employer who fails or omits to purchase stamps on the due date in the manner prescribed in subclauses (1) and (7) hereof, shall pay interest to the Council at the rate of 18 per cent per annum on the value of such stamps, calculated from the date on which they should have been purchased to the date on which they were actually purchased.

(b) An employer who purchases stamps in the manner prescribed in subclauses (1) and (7) hereof, but who fails or omits to issue such stamps to the employees concerned on the due

(3) In subklousule (4) (a)—

(a) vervang die woord "Behoudens" deur die woorde "Met uitsondering van 'n werknemer wat minder as 16 uur in 'n bepaalde week vir 'n werkgever werk en 'n voorman of algemene voorman op wie klousule 42 van toepassing is en behoudens";

(b) vervang die opskrif en subparagrafe (i) tot en met (vii) van die aftrekkingstabel deur die volgende:

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

"(5) *Voormanne en algemene voormanne.*—(a) Gedurende die tydperk tot 24 Oktober 1979 sal die bepalings van subklousules (1), (3) en (4) van toepassing wees op alle voormanne en algemene voormanne.

(b) Met ingang van 25 Oktober 1979 sal die bepalings van subklousules (1), (3) en (4) slegs van toepassing wees op voormanne en algemene voormanne wie se uurlikse loontarief of gelykwaardige maandelikse salaris minder is as die laagste uurloon of gelykwaardige maandelikse salaris gespesifiseer in die tabelle wat in klousule 42 (6) voorgeskryf word."

(5) In subklousule (6) (a), skrap die woorde "behoudens klousule 32 (1) (b)."

(6) Skrap die voorbehoudsbepaling in subklousule (8) (a).

(7) In subklousule (9) (b), vervang die woorde "en mag ook nie gesedeer of verpand word nie." deur die woorde "en mag ook nie deur sodanige werknemer verkoop, gesedeer, verpand of geskenk word nie, ongeag of daar ten opsigte van sodanige verkoop, sedering, verpanding of skenking enige vergoeding, of in kontant of in goedere of op enige ander wyse, aan sodanige werknemer gegee of deur hom ontvang word."

(8) In subklousules (9) en (10), vervang die uitdrukking "klousule 59 (6) (b)" deur die uitdrukking "klousules 42 of 59 (6) (b)".

(9) Voeg die volgende subklousules in:

"(11) *Rente op agterstallige seëlverkope en -uitgawes.*—(a) 'n Werkgever wat versuim of nalaat om seëls op die vervalddag te koop op die wyse in subklousules (1) en (7) hiervan voorgeskryf, moet aan die Raad rente teen 18 persent per jaar op die waarde van sulke seëls betaal, bereken vanaf die datum waarop hulle gekoop moes gewees het tot op die datum waarop hulle werklik gekoop is.

(b) 'n Werkgever wat seëls koop op die wyse in subklousules (1) en (7) hiervan voorgeskryf maar wat versuim of nalaat om dié seëls op die vervalddag aan die werknemers uit te

date in the manner prescribed in subclause (8) hereof, shall pay interest to the Council at the rate of 18 per cent per annum on the value of such stamps, calculated from the date on which they should have been issued to the date on which they were actually issued.

(c) Any interest paid by an employer to the Council in accordance with the provisions of this subclause, shall accrue to the general funds of the Council.

(12) *Labour-only contractors*.—An employer who gives out work to a labour-only contractor, shall issue stamps to such labour-only contractor in accordance with the provisions of this clause, read with clause 43 (1).

(13) *Working employers*.—A working employer shall issue stamps to himself in accordance with the provisions of either this clause of clause 42, read with clause 43 (2)."

(10) Substitute the expression "clause 30 (1) (h) and (j)" for the expression "clause 30 (1) (h)" wherever it occurs in clause 39.

19. CLAUSE 40.—FRINGE BENEFITS AND STAMPS—OTHER EMPLOYEES

(1) In subclause (1) substitute the following for the heading and paragraphs (a) to (h), inclusive, of the table of stamp values:

reik op die wyse in subklousule (8) hiervan voorgeskryf, moet aan die Raad rente teen 18 persent per jaar op die waarde van sulke seëls betaal, bereken vanaf die datum waarop hulle uitgereik moes gewees het tot op die datum waarop hulle werklik uitgereik is.

(c) Alle rente wat 'n werkgewer ingevolge hierdie subklousule aan die Raad betaal, val aan die algemene fondse van die Raad toe.

(12) *Slegs-arbeid-kontrakteurs*.—'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitbestee, moet seëls ooreenkomstig hierdie klousule gelees, met klousule 43 (1), aan sodanige slegs-arbeid-kontrakteur uitreik.

(13) *Werkende werkgewers*.—'n Werkende werkgewer moet ooreenkomstig hierdie klousule of klousule 42, gelees met klousule 43 (2), seëls aan homself uitreik."

(10) In klousule 39, vervang die uitdrukking "klousule 30 (1) (h)" oral waar dit voorkom deur die uitdrukking "klousule 30 (1) (h) en (j)".

19. KLOUSULE 40.—BYVOORDELE EN SEËLS—ANDER WERKNEMERS

(1) In subklousule (1) (b) vervang die opskrif en paragrawe (a) tot en met (h) van die seëlwaardetabel deur die volgende:

	"From the date of coming into operation of this Agreement up to 24/10/79"			From 25/10/79 to 29/10/80			From 30/10/80		
	Stamp Category (45 hour week)			Stamp Category (45 hour week)			Stamp Category (45 hour week)		
	1	2	3	1	2	3	1	2	3
	R	R	R	R	R	R	R	R	R
(a) Holiday pay.....	2,39	3,19	3,69	2,93	3,96	4,77	3,24	4,41	5,27
(b) Sick pay.....	1,35	1,94	2,34	1,35	1,94	2,34	1,53	2,16	2,61
(c) Pension Scheme contributions.....	1,03	1,57	2,03	1,12	1,66	2,16	1,26	1,80	2,25
(d) Contributions to Industrial Council expenses	0,16	0,16	0,16	0,16	0,16	0,16	0,16	0,16	0,16
(e) Contributions to National Development Fund.....	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07
(f) Contributions to Building Industries Recruitment and Training Fund.....	0,50	0,50	0,50	0,50	0,50	0,50	0,50	0,50	0,50
(g) Special membership levy.....	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13
(h) Total sum.....	5,63	7,56	8,92	6,26	8,42	10,13	6,89	9,23	10,99"

	"Vanaf die datum waarop die ooreenkoms in werking tree tot 24/10/79"			Vanaf 25/10/79 tot 29/10/80			Vanaf 30/10/80		
	Seëlkategorie (week van 45 uur)			Seëlkategorie (week van 45 uur)			Seëlkategorie (week van 45 uur)		
	1	2	3	1	2	3	1	2	3
	R	R	R	R	R	R	R	R	R
(a) Vakansiebesoldiging.....	2,39	3,19	3,69	2,93	3,96	4,77	3,24	4,41	5,27
(b) Siekebesoldiging.....	1,35	1,94	2,34	1,35	1,94	2,34	1,53	2,16	2,61
(c) Bydraes tot Pensioenskema.....	1,03	1,57	2,03	1,12	1,66	2,16	1,26	1,80	2,25
(d) Bydraes tot uitgawes van die Nywerheidsraad.....	0,16	0,16	0,16	0,16	0,16	0,16	0,16	0,16	0,16
(e) Bydraes tot Nasionale Ontwikkelingsfonds..	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07
(f) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid.....	0,50	0,50	0,50	0,50	0,50	0,50	0,50	0,50	0,50
(g) Spesiale lidmaatskapheffing.....	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13
(h) Totale som.....	5,63	7,56	8,92	6,26	8,42	10,13	6,89	9,23	10,99"

(2) In subclause (2), insert clause number "63," between clause numbers "62," and "64".

(3) In subclause (3) substitute the following for the heading and paragraphs (a) to (d) of the table of fringe benefit rates:

(2) In subklousule (2), voeg die uitdrukking "63," in tussen die uitdrukking "62," en "64".

(3) In subklousule (3) vervang die opskrif en paragrawe (a) tot en met (d) van die byvoordeel-tarief tabel deur die volgende:

	"From the date of coming into operation of this Agreement up to 24/10/79"			From 25/10/79 to 29/10/80			From 30/10/80		
	Stamp Category (45 hour week)			Stamp Category (45 hour week)			Stamp Category (45 hour week)		
	1	2	3	1	2	3	1	2	3
	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
(a) Holiday pay.....	5,3	7,1	8,2	6,5	8,8	10,6	7,2	9,8	11,7
(b) Sick pay.....	3,0	4,3	5,2	3,0	4,3	5,2	3,4	4,8	5,8
(c) Pension Scheme contributions.....	1,8	2,8	3,5	2,0	3,0	3,8	2,3	3,3	4,0
(d) Total sum.....	10,1	14,2	16,9	11,5	16,1	19,6	12,9	17,9	21,5"

	"Vanaf die datum waarop die Ooreenkoms in werking tree tot 24/10/79"			Vanaf 25/10/79 tot 29/10/80			Vanaf 30/10/80		
	Seëlkategorie (Week van 45 uur)			Seëlkategorie (Week van 45 uur)			Seëlkategorie (Week van 45 uur)		
	1	2	3	1	2	3	1	2	3
	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
(a) Vakansiebesoldiging.....	5,3	7,1	8,2	6,5	8,8	10,6	7,2	9,8	11,7
(b) Siekebesoldiging.....	3,0	4,3	5,2	3,0	4,3	5,2	3,4	4,8	5,8
(c) Bydraes tot Pensioenskema.....	1,8	2,8	3,5	2,0	3,0	3,8	2,3	3,3	4,0
(d) Totale som.....	10,1	14,2	16,9	11,5	16,1	19,6	12,9	17,9	21,5

(4) In subclause (4)—

(a) substitute the words "Except in respect of an employee who works for an employer for less than 16 hours in any one week, and subject" for the word "Subject";

(b) substitute the following for the heading and paragraphs (a) to (e) of the table of deductions:

(4) In subklousule (4)—

(a) vervang die woord "Behoudens" deur die woorde "Met uitsondering van 'n werknemer wat minder as 16 uur in 'n bepaalde week vir 'n werkgever werk, en behoudens";

(b) vervang die opskrif en paragrawe (a) tot en met (e) van die aftrekkingstabel deur die volgende:

	"From the date of coming into operation of this Agreement up to 24/10/79"			From 25/10/79 to 29/10/80			From 30/10/80		
	Stamp Category (45 hour week)			Stamp Category (45 hour week)			Stamp Category (45 hour week)		
	1	2	3	1	2	3	1	2	3
	R	R	R	R	R	R	R	R	R
(a) Holiday pay.....	2,39	3,19	3,69	2,93	3,96	4,77	3,24	4,41	5,27
(b) Sick pay.....	1,35	1,94	2,34	1,35	1,94	2,34	1,53	2,16	2,61
(c) Pension Scheme contributions.....	1,03	1,57	2,03	1,12	1,66	2,16	1,26	1,80	2,25
(d) Contributions to Industrial Council expenses	0,08	0,08	0,08	0,08	0,08	0,08	0,08	0,08	0,08
(e) Total sum.....	4,85	6,78	8,14	5,48	7,64	9,35	6,11	8,45	10,21"

	"Vanaf die datum waarop die Ooreenkoms in werking tree tot 24/10/79"			Vanaf 25/10/79 tot 29/10/80			Vanaf 30/10/80		
	Seëlkategorie (Week van 45 uur)			Seëlkategorie (Week van 45 uur)			Seëlkategorie (Week van 45 uur)		
	1	2	3	1	2	3	1	2	3
	R	R	R	R	R	R	R	R	R
(a) Vakansiebesoldiging.....	2,39	3,19	3,69	2,93	3,96	4,77	3,24	4,41	5,27
(b) Siekebesoldiging.....	1,35	1,94	2,34	1,35	1,94	2,34	1,53	2,16	2,61
(c) Bydraes tot Pensioenskema.....	1,03	1,57	2,03	1,12	1,66	2,16	1,26	1,80	2,25
(d) Bydraes tot uitgawes van die Nywerheidsraad	0,08	0,08	0,08	0,08	0,08	0,08	0,08	0,08	0,08
(e) Totale som.....	4,85	6,78	8,14	5,48	7,64	9,35	6,11	8,45	10,21"

(5) In subclause (6) (a), substitute the word "No" for the words "Subject to the provisions of clause 32 (1) (c), no".

(6) In subclause (9)—

(a) substitute the following for paragraph (a):

"(a) An application for a contribution book shall be made by an employee, or by his employer on his behalf, by completing a form to be obtained by the employee or his employer from the Council."

(b) in paragraph (b), substitute the words "nor shall they be sold, ceded, pledged or donated by such employee, irrespective of whether or not any consideration is given to or received by such employee, either in cash or in kind or in any other manner, in respect of such sale, cession, pledge or donation." for the words "nor shall they be ceded or pledged."

(7) Insert the following subclauses:

"(11) Interest on arrear stamp purchases and issues.—The provisions of clause 39 (11) shall *mutatis mutandis* apply to this clause.

(12) Employees of labour-only contractors.—An employer who gives out work to a labour-only contractor who employs his own labourers, shall issue stamps to the employees of such labour-only contractor in accordance with the provisions of this clause read with clause 43 (1)."

20. Delete clauses 43, 44 and 45, and renumber clauses 41 and 42 to be clauses 44 and 45 respectively.

21. Insert the following new clause 41:

"41. FRINGE BENEFITS AND STAMPS—APPRENTICES

(1) Except in respect of an apprentice who works for an employer for less than 16 hours in any one week, and subject to the provisions of subclauses (5) and (6) and clause 59 (6) (b), with effect from 25 October 1979, every employer shall pay to the Secretary of the Council each week in respect of each apprentice the total sum prescribed in item (j) hereunder: Provided that such sum shall be allocated as follows: Provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this subclause:

	A	B
	From 25/10/79 to 29/10/80	From 30/10/80
	R	R
(a) Holiday pay.....	2,80	3,20
(b) Holiday allowance.....	2,00	2,00
(c) Pension Scheme contributions.....	5,70	6,20
(d) Benefit Fund contributions.....	0,50	0,50
(e) Medical Aid Fund contributions.....	2,20	2,20
(f) Contributions to Industrial Council expenses.....	0,40	0,40
(g) Contributions to National Development Fund.....	0,07	0,07
(h) Contributions to Building Industries Recruitment and Training Fund.....	0,50	0,50
(i) Special membership levy.....	0,13	0,13
(j) Total sum.....	14,30	15,20

(2) The amounts paid to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clauses 56, 57, 59, 60, 61, 63, 64, 65 and 66.

(3) Subject to the provisions of subclauses (5) and (6) and with effect from 25 October 1979, every employer shall, in addition to any remuneration to which an apprentice may be entitled, pay to such apprentice the total sum prescribed in item (f) hereunder:

	A	B
	From 25/10/79 to 29/10/80	From 30/10/80
	Cents per hour	Cents per hour
(a) Holiday pay.....	7,00	8,00
(b) Holiday allowance.....	5,00	5,00
(c) Pension Scheme contributions.....	13,50	14,75
(d) Benefit Fund contributions.....	1,25	1,25
(e) Medical Aid Fund contributions.....	3,50	3,50
(f) Total sum.....	30,25	32,50

(5) In subklousule (6) (a), vervang die woorde "Behoudens klousule 32 (1) (c); mag geen bedrag soos in subklousule (3) bedoel," deur die woorde "Geen bedrag soos in subklousule (3) bedoel, mag".

(6) In subklousule (9)—

(a) vervang paragraaf (a) deur die volgende:

"(a) 'n Werknemer, of sy werkgever namens hom, moet om 'n bydraeboek aansoek doen deur 'n vorm in te vul wat die werknemer of sy werkgever by die Raad moet kry."

(b) in paragraaf (b), vervang die woorde "en mag ook nie gesedeer of verpand word nie." deur die woorde "en mag ook nie deur sodanige werknemer verkoop, gesedeer, verpand of geskenk word nie, ongeag of daar ten opsigte van sodanige verkoop, sedering, verpanding of skenking of enige vergoeding, of in kontant of in goedere of op enige ander wyse, aan sodanige werknemer gegee of deur hom ontvang word."

(7) Voeg die volgende subklousules in:

"(11) Rente op agterstallige seëlverkope en -uitgawes.—Klousule 39 (11) is *mutatis mutandis* op hierdie klousule van toepassing.

(12) Werknemers van slegs-arbeid-kontrakteurs.—'n Werkgever wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat sy eie arbeiders het, moet ooreenkomstig hierdie klousule, geëls met klousule 43 (1), seëls aan die werknemers van sodanige slegs-arbeid-kontrakteur uitreik."

20. Skrap klousules 43, 44 en 45, en hernommer klousules 41 en 42 tot onderskeidelik klousules 44 en 45.

21. Voeg die volgende nuwe klousule 41 in:

"41. BYVOORDELE EN SEËLS—VAKLEERLINGE

(1) Met uitsondering van 'n vakleerling wat minder as 16 uur in 'n bepaalde week vir 'n werkgever werk en behoudens subklousules (5) en (6) en klousule 59 (6) (b) en met ingang van 25 Oktober 1979, moet elke werkgever elke week aan die Sekretaris van die Raad die totale bedrag in item (j) hieronder betaal ten opsigte van elke vakleerling: Met dien verstande dat sodanige bedrag soos volg toegewys moet word:

	A	B
	Vanaf 25/10/79 tot 29/10/80	Vanaf 30/10/80
	R	R
(a) Vakansiebesoldiging.....	2,80	3,20
(b) Vakansietoelae.....	2,00	2,00
(c) Bydraes tot Pensioenskema.....	5,70	6,20
(d) Bydraes tot Bystandsfonds.....	0,50	0,50
(e) Bydraes tot Mediese Hulpfonds.....	2,20	2,20
(f) Bydraes tot uitgawes van die Nywerheidsraad.....	0,40	0,40
(g) Bydraes tot Nasionale Ontwikkelingsfonds.....	0,07	0,07
(h) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid.....	0,50	0,50
(i) Spesiale lidmaatskapheffing.....	0,13	0,13
(j) Totale som.....	14,30	15,20

Voorts met dien verstande dat die bedrag in subklousule (4) (b) bedoel, gevoeg moet word by die bedrag wat ingevolge hierdie subklousule betaalbaar is.

(2) Die bedrae wat ingevolge hierdie klousule aan die Sekretaris van die Raad betaal word, moet deur hom aangevend word op die wyse en vir die doeleindes soos in klousules 56, 57, 59, 60, 61, 63, 64, 65 en 66 beskryf.

(3) Behoudens subklousules (5) en (6) en met ingang van 25 Oktober 1979, moet elke werkgever, benewens die besoldiging waarop 'n vakleerling geregtig is, aan sodanige vakleerling die totale som betaal soos in item (f) hieronder voorgeskryf:

	A	B
	Vanaf 25/10/79 tot 29/10/80	Vanaf 30/10/80
	Sent per uur	Sent per uur
(a) Vakansiebesoldiging.....	7,00	8,00
(b) Vakansietoelae.....	5,00	5,00
(c) Bydraes tot Pensioenskema.....	13,50	14,75
(d) Bydraes tot Bystandsfonds.....	1,25	1,25
(e) Bydraes tot Mediese Hulpfonds.....	3,50	3,50
(f) Totale som.....	30,25	32,50

(4) (a) Subject to the provisions of subclauses (5) and (6) and with effect from 25 October 1979, every employer shall deduct weekly from the remuneration due to each apprentice the amount prescribed in item (vii) hereunder:

	A	B
	From 25/10/79 to 29/10/80	From 30/10/80
	R	R
(i) Holiday pay.....	2,80	3,20
(ii) Holiday allowance.....	2,00	2,00
(iii) Pension Scheme contributions.....	5,70	6,20
(iv) Benefit Fund contributions.....	0,50	0,50
(v) Medical Aid Fund contributions.....	2,20	2,20
(vi) Contributions to Industrial Council expenses.....	0,20	0,20
(vii) Total sum.....	<u>13,40</u>	<u>14,30</u>

(b) Subject to the provisions of subclause (6) and with effect from 25 October 1979, every employer who is a member of the employers' organisation shall, in respect of each apprentice who is a member of one of the trade unions, deduct from such apprentice's remuneration the amount payable by such apprentice as a subscription to the trade union concerned in terms of the constitution of that union.

(5) For the purposes of this clause, 'apprentice' includes an employee for whom wages are prescribed in clause 30 (1) (i).

(6) The provisions of clause 39 (6) to (11), inclusive, shall *mutatis mutandis* apply to this clause."

22. Insert the following new clause 42:

"42. FRINGE BENEFITS AND STAMPS—FOREMEN AND GENERAL FOREMEN

(1) Except in respect of a foreman or general foreman who works for an employer for less than 16 hours in any one week, and subject to the provisions of subclauses (5) and (6), with effect from 25 October 1979, every employer shall pay to the Secretary of the Council each week in respect of each foreman or general foreman the total sum prescribed in item (e) hereunder: Provided that such sum shall be allocated as follows:

(4) (a) Behoudens subklousules (5) en (6) en met ingang van 25 Oktober 1979, moet elke werkgever elke week van die besoldiging wat aan elke vakleerling verskuldig is, die bedrag aftrek soos in item (vii) hieronder voorgeskryf.

	A	B
	Vanaf 25/10/79 tot 29/10/80	Vanaf 30/10/80
	R	R
(i) Vakansiebesoldiging.....	2,80	3,20
(ii) Vakansietoelae.....	2,00	2,00
(iii) Bydraes tot Pensioenskema.....	5,70	6,20
(iv) Bydraes tot Bystandsfonds.....	0,50	0,50
(v) Bydraes tot Mediese Hulpfonds.....	2,20	2,20
(vi) Bydraes tot uitgawes van die Nywerheidsraad.....	0,20	0,20
(vii) Totale som.....	<u>13,40</u>	<u>14,30</u>

(b) Behoudens subklousule (6) en met ingang van 25 Oktober 1979, moet elke werkgever wat lid van die werkgewers-organisasie is, ten opsigte van elkeen van sy vakleerlinge wat lid van een van die vakverenigings is, van die besoldiging van sodanige vakleerling die bedrag aftrek wat ingevolge die konstitusie van die betrokke vakvereniging deur sodanige vakleerling as ledegeld aan daardie vakvereniging betaalbaar is.

(5) Vir die toepassing van hierdie klousule sluit 'vakleerling' 'n werknemer in vir wie lone in klousule 30 (1) (i) voorgeskryf word.

(6) Klousule 39 (6) tot en met (11) is *mutatis mutandis* op hierdie klousule van toepassing."

22. Voeg die volgende nuwe klousule 42 in:

"42. BYVOORDELE EN SEËLS—VOORMANNE EN ALGEMENE VOORMANNE

(1) Met uitsondering van 'n voorman of algemene voorman wat minder as 16 uur in 'n bepaalde week vir 'n werkgewer werk en behoudens subklousules (5), (6) en (7) en met ingang van 25 Oktober 1979, moet elke werkgever elke week aan die Sekretaris van die Raad die totale bedrag in item (e) hieronder betaal ten opsigte van elke voorman of algemene voorman: Met dien verstande dat sodanige bedrag soos volg toegewys moet word:

	From 25/10/79 to 29/10/80			From 30/10/80		
	Stamp category			Stamp category		
	A	B	C	A	B	C
	R	R	R	R	R	R
(a) Holiday Pay.....	8,80	10,80	12,80	9,60	11,80	14,00
(b) Pension Scheme contributions.....	18,20	22,40	26,60	20,00	24,40	29,20
(c) Medical Aid Fund contributions.....	5,50	5,50	5,50	5,50	5,50	5,50
(d) Contributions to Industrial Council expenses.....	0,40	0,40	0,40	0,40	0,40	0,40
(e) Total sum.....R	<u>32,90</u>	<u>39,10</u>	<u>45,30</u>	<u>35,50</u>	<u>42,10</u>	<u>49,10</u>

	Vanaf 25/10/79 tot 29/10/80			Vanaf 30/10/80		
	Seëlkategorie			Seëlkategorie		
	A	B	C	A	B	C
	R	R	R	R	R	R
(a) Vakansiebesoldiging.....	8,80	10,80	12,80	9,60	11,80	14,00
(b) Bydraes tot Pensioenskema.....	18,20	22,40	26,60	20,00	24,40	29,20
(c) Bydraes tot Mediese Hulpfonds.....	5,50	5,50	5,50	5,50	5,50	5,50
(d) Bydraes tot uitgawes van die Nywerheidsraad.....	0,40	0,40	0,40	0,40	0,40	0,40
(e) Totale som.....R	<u>32,90</u>	<u>39,10</u>	<u>45,30</u>	<u>35,50</u>	<u>42,10</u>	<u>49,10"</u>

(2) The amounts paid to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clauses 56, 57, 60 and 61.

(3) Subject to the provisions of subclauses (5) and (6) and with effect from 25 October 1979, every employer shall, in addition to any remuneration to which a foreman or general foreman may be entitled, pay to such foreman or general foreman the total sum prescribed in item (d) hereunder:

(2) Die bedrae wat ingevolge hierdie klousule aan die Sekretaris van die Raad betaal word, moet deur hom aangewend word op die wyse en vir die doeleindes soos in klousules 56, 57, 60 en 61 beskryf.

(3) Behoudens subklousules (5) en (6) en met ingang van 25 Oktober 1979, moet elke werkgever, benewens die besoldiging waarop 'n voorman of algemene voorman geregtig is, aan sodanige voorman of algemene voorman die totale som betaal soos in item (d) hieronder voorgeskryf:

	From 25/10/79 to 29/10/80			From 30/10/80		
	Stamp category			Stamp category		
	A	B	C	A	B	C
	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
(a) Holiday Pay.....	22,00	27,00	32,00	24,00	29,50	35,00
(b) Pension Scheme contributions.....	22,75	28,00	33,25	25,00	30,50	36,50
(c) Medical Aid Fund contributions.....	8,75	8,75	8,75	8,75	8,75	8,75
(d) Total sum.....	53,50	63,75	74,00	57,75	68,75	80,25

	Vanaf 25/10/79 tot 29/10/80			Vanaf 30/10/80		
	Seëlkategorie			Seëlkategorie		
	A	B	C	A	B	C
	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
(a) Vakansiebesoldiging.....	22,00	27,00	32,00	24,00	29,50	35,00
(b) Bydraes tot Pensioenskema.....	22,75	28,00	33,25	25,00	30,50	36,50
(c) Bydraes tot Mediese Hulpfonds.....	8,75	8,75	8,75	8,75	8,75	8,75
(d) Totale som.....	53,50	63,75	74,00	57,75	68,75	80,25

(4) Subject to the provisions of subclauses (5) and (6) and with effect from 25 October 1979, every employer shall deduct weekly from the remuneration due to each foreman or general foreman the amount prescribed in item (e) hereunder:

(4) Behoudens subklousules (5) en (6) en met ingang van 25 Oktober 1979, moet elke werkgever elke week van die besoldiging wat aan elke voorman of algemene voorman verskuldig is, die bedrag aftrek soos in item (e) hieronder voorgeskryf:

	From 25/10/79 to 29/10/80			From 30/10/80		
	Stamp category			Stamp category		
	A	B	C	A	B	C
	R	R	R	R	R	R
(a) Holiday Pay.....	8,80	10,80	12,80	9,60	11,80	14,00
(b) Pension Scheme contributions.....	18,20	22,40	26,60	20,00	24,40	29,20
(c) Medical Aid Fund contributions.....	5,50	5,50	5,50	5,50	5,50	5,50
(d) Contributions to Industrial Council expenses.....	0,20	0,20	0,20	0,20	0,20	0,20
(e) Total sum.....R	32,70	38,90	45,10	35,30	41,90	48,90

	Vanaf 25/10/79 tot 29/10/80			Vanaf 30/10/80		
	Seëlkategorie			Seëlkategorie		
	A	B	C	A	B	C
	R	R	R	R	R	R
(a) Vakansiebesoldiging.....	8,80	10,80	12,80	9,60	11,80	14,00
(b) Bydraes tot Pensioenskema.....	18,20	22,40	26,60	20,00	24,40	29,20
(c) Bydraes tot Mediese Hulpfonds.....	5,50	5,50	5,50	5,50	5,50	5,50
(d) Bydraes tot uitgawes van die Nywerheidsraad.....	0,20	0,20	0,20	0,20	0,20	0,20
(e) Totale som.....R	32,70	38,90	45,10	35,30	41,90	48,90

(5) The provisions of clause 39 (6) to (11), inclusive, shall *mutatis mutandis* apply to this clause: Provided that an employer who has been granted an exemption by the Council to permit him to pay a foreman or general foreman monthly, may issue four or five stamps to such foreman or general foreman on each monthly pay-day, depending upon the number of Fridays which fall in that month.

(5) Klousule 39 (6) tot en met (11) is *mutatis mutandis* op hierdie klousule van toepassing: Met dien verstande dat 'n werkgever aan wie die Raad vrystelling verleen het wat hom toelaat om 'n voorman of algemene voorman maandeliks te betaal, op die betaaldag elke maand vier of vyf seëls aan sodanige voorman of algemene voorman kan uitreik, afhangende van die getal Vrydae wat in daardie maand val.

(6) *Stamp categories.*—For the purposes of subclauses (1), (3) and (4), the stamp category applicable to a foreman or general foreman shall be determined by the hourly wage or equivalent monthly salary paid to such foreman or general foreman, in accordance with the tables set out hereunder: Provided that the provisions of clause 39 shall be applicable to a foreman or general foreman whose hourly wage rate or equivalent monthly salary is less than the lowest hourly wage or equivalent monthly salary specified in the tables:

Date from which applicable	Stamp category	Hourly wage rate	Equivalent monthly salary
(a) 25/10/79.....	A	From R3,50 to R4,29.....	From R606 to R744
	B	From R4,30 to R5,10.....	From R745 to R884
	C	R5,11 and over.....	R885 and over
(b) 30/10/80.....	A	From R3,84 to R4,71.....	From R665 to R817
	B	From R4,72 to R5,60.....	From R818 to R971
	C	R5,61 and over.....	R972 and over

Ingangsdatum	Seël-kategorie	Uurloon	Ekwivalente maandelikse salaris
(a) 25/10/79.....	A	Van R3,50 tot en met R4,29.....	Van R606 tot en met R744
	B	Van R4,30 tot en met R5,10.....	Van R745 tot en met R884
	C	R5,11 en meer.....	R885 en meer
(b) 30/10/80.....	A	Van R3,84 tot en met R4,71.....	Van R665 tot en met R817
	B	Van R4,72 tot en met R5,60.....	Van R818 tot en met R971
	C	R5,61 en meer.....	R972 en meer

(7) *Working employers.*—A working employer shall issue stamps to himself in accordance with the provisions of either this clause or clause 39, read with clause 43 (2).

(8) *Labour-only contractors.*—Labour-only contractors shall not be entitled to be issued with stamps in accordance with the provisions of this clause.”

23. Insert the following new clause 43:

“43. FRINGE BENEFITS AND STAMPS—LABOUR-ONLY CONTRACTORS AND WORKING EMPLOYERS

(1) *Labour-only contractors.*—(a) Subject to the provisions of paragraph (c), an employer who gives out work to a labour-only contractor and a person who is operating as a labour-only contractor shall *mutatis mutandis* comply with the provisions of clause 39, excluding subclauses (3) and (4) (a) thereof, as if such labour-only contractor were a craftsman employee of that employer, and in particular such employer—

(i) shall purchase a stamp from the Council each week whilst such labour-only contractor is so employed, *mutatis mutandis* in the manner prescribed in clause 39 (1), read with clause 39 (7); and

(ii) shall issue a stamp each week to such labour-only contractor whilst he is so employed, *mutatis mutandis* in the manner prescribed in clause 39 (8).

(b) Subject to the provisions of paragraph (c), an employer who gives out work to a labour-only contractor who employs his own employees and such labour-only contractor shall *mutatis mutandis* comply with the provisions of clause 40, excluding subclauses (3) and (4) thereof, as if the employees of that labour-only contractor were employees of that employer, and in particular such employer—

(i) shall purchase a stamp from the Council each week in respect of each such employee whilst such labour-only contractor is so employed, *mutatis mutandis* in the manner prescribed in clause 40 (1), read with clause 40 (7); and

(ii) shall issue a stamp each week to each such employee whilst such labour-only contractor is so employed, *mutatis mutandis* in the manner prescribed in clause 40 (8).

(c) An employer who has purchased stamps from the Council in accordance with the provisions of paragraphs (a) (i) and (b) (i) shall be entitled to deduct the total value of such stamps, as prescribed in clauses 39 (1) and 40 (1), from any moneys due and owing by him to such labour-only contractor.

(2) *Working employers.*—A working employer shall comply with the provisions of either clause 39 or clause 42, and in particular—

(a) shall purchase a stamp from the Council each week whilst he is operating as a working employer, *mutatis*

(6) *Seël-kategorieë.*—Vir die toepassing van subklousules (1), (3) en (4) moet die seël-kategorie wat op 'n voorman of algemene voorman van toepassing is, bepaal word volgens die uurloon of ekwivalente maandelikse salaris wat aan sodanige voorman of algemene voorman betaal word en ooreenkomstig die tabelle hieronder uiteengesit: Met dien verstande dat klousule 39 van toepassing is op 'n voorman of algemene voorman wie se uurloon of ekwivalente maandelikse salaris minder is as die laagste uurloon of ekwivalente maandelikse salaris soos in die tabelle hieronder uiteengesit:

(7) *Werkende werkgewers.*—'n Werkende werkgewer moet ooreenkomstig of hierdie klousule of klousule 39, gelees met klousule 43 (2), seëls aan homself uitreik.

(8) *Slegs-arbeid-kontraheurs.*—Slegs - arbeid - kontraheurs is ooreenkomstig hierdie klousule nie daarop geregtig dat seëls aan hulle uitgereik word nie.”

23. Voeg die volgende nuwe klousule 43 in:

“43. BYVOORDELE EN SEËLS—SLEGS-ARBEID-KONTRAKTEURS EN WERKENDE WERKGEWERS

(1) *Slegs-arbeid-kontraheurs.*—(a) Behoudens paragraaf (c), moet 'n werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontraheur en iemand wat as 'n slegs-arbeid-kontraheur optree *mutatis mutandis* aan klousule 39 voldoen, uitgesonderd subklousules (3) en (4) (a) daarvan, asof so 'n slegs-arbeid-kontraheur 'n ambagsmanwerknemer van dié werkgewer was, en sodanige werkgewer moet veral—

(i) elke week terwyl dié slegs-arbeid-kontraheur aldus in diens is 'n seël van die Raad koop, *mutatis mutandis* op die wyse in klousule 39 (1), gelees met klousule 39 (7), voorgeskryf; en

(ii) elke week aan sodanige slegs-arbeid-kontraheur 'n seël uitreik terwyl hy aldus in diens is, *mutatis mutandis* op die wyse in klousule 39 (8) voorgeskryf.

(b) Behoudens paragraaf (c), moet 'n werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontraheur wat sy eie werknemers in diens neem en sodanige slegs-arbeid-kontraheur *mutatis mutandis* aan klousule 40 voldoen, uitgesonderd subklousules (3) en (4) daarvan, asof die werknemers van dié slegs-arbeid-kontraheur werknemers van dié werkgewer was, en sodanige werkgewer moet veral—

(i) elke week terwyl dié slegs-arbeid-kontraheur aldus in diens is ten opsigte van elke sodanige werknemer 'n seël van die Raad koop, *mutatis mutandis* op die wyse in klousule 40 (1), gelees met klousule 40 (7), voorgeskryf; en

(ii) elke week aan elke sodanige werknemer 'n seël uitreik terwyl sodanige slegs-arbeid-kontraheur aldus in diens is, *mutatis mutandis* op die wyse in klousule 40 (8) voorgeskryf.

(c) 'n Werkgewer wat ooreenkomstig paragrafe (a) (i) en (b) (i) seëls van die Raad gekoop het, is daarop geregtig om die totale waarde van sodanige seëls, soos in klousules 39 (1) en 40 (1) voorgeskryf, af te trek van enige geld wat hy aan sodanige slegs-arbeid-kontraheur skuld.

(2) *Werkende werkgewers.*—'n Werkende werkgewer moet voldoen aan of artikel 39 of klousule 42 en moet veral—

(a) elke week terwyl hy as 'n werkende werkgewer optree 'n seël van die Raad koop, *mutatis mutandis* op die wyse

mutandis in the manner prescribed in either clause 39 (1), read with clause 39 (7), or clause 42 (1), read with clause 42 (6), as if he were an employer; and

(b) shall issue a stamp to himself each week whilst he is operating as a working employer, *mutatis mutandis* in the manner prescribed in clauses 39 (8) or 42 (6), as if he were a craftsman or a foreman or general foreman."

24. CLAUSE 44.—TRAVELLING ALLOWANCE, TRANSPORT AND TRAVELLING TIME

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

"(1) (a) (i) Whenever a job is situated within an area to which this Agreement relates, and is outside a radius of 5 km from the principal post office in either Durban, Amanzimtoti, Pinetown or Verulam, whichever post office is nearest to the job, an employer shall pay a travelling allowance to any employee who is working on such job in respect of each kilometre or part thereof of the distance beyond the applicable 5 km radius, and such travelling allowance shall be calculated at the all-inclusive cost per kilometre of running a medium car, as published by the Automobile Association of South Africa from time to time.

(ii) The travelling allowance shall be payable for both ways daily, and shall also be payable irrespective of whether the employee was engaged on the job site or elsewhere."

25. CLAUSE 45.—PAYMENT OF REMUNERATION

In subclause (3)—

(1) in paragraph (a), substitute the expression "clauses 39 (4) (a), 40 (4), 41 (4) (a) and 42 (4);" for the expression "clauses 39 (4) (a) and 40 (4);";

(2) in paragraph (e), substitute the expression "clauses 39 (4) (b) and 41 (4) (b)." for the expression "clauses 39 (4) (b)."

26. CLAUSE 46.—REFRESHMENTS

In subclause (1), substitute the expression "clause 30 (1) (h), (i) and (j)," for the expression "clause 30 (1) (h) and (i)."

27. CLAUSE 49.—SANITARY ACCOMMODATION

(1) Substitute the following for the heading to this clause:

"49. WASHING-UP FACILITIES AND SANITARY ACCOMMODATION"

(2) Renumber the existing subclause (1) as paragraph (b), and insert the following paragraph (a):

"(a) An employer shall provide on each job, for apprentices, trainees and employees for whom wages are prescribed in clause 30 (1) (h) and (i) and for employees for whom wages are prescribed in clause 30 (1) (a) to (g), inclusive, who are employed by him thereon, separate and adequate washing-up facilities: Provided that this paragraph shall apply only where the duration of the job is likely to be one month or longer."

28. CLAUSE 50.—LOCK-UPS, AND STORAGE OF TOOLS

(1) Substitute the following for the heading to this clause:

"50. LOCK-UPS, AND STORAGE OF TOOLS AND CLOTHES"

(2) In subclause (1)—

(a) in paragraph (a), insert the words "and clothes" between the words "locking up tools" and "for apprentices";

(b) in paragraph (b), substitute the words "at all times, except when opened by the employer or his duly appointed agent for the purpose of providing authorised access thereto;" for the words "outside normal working hours;"

(c) substitute the following for paragraph (c):

"(c) be responsible for any loss of or damage to tools or clothes belonging to an employee and which are stored in sheds, lock-ups or workshops, where such loss or damage is caused by fire, and such tools and clothes shall be insured by an employer against such loss or damage: Provided that the total liability of an employer shall not exceed R150 in respect of tools or clothes belonging to any one employee."

in of klousule 39 (1), gelees met klousule 39 (7), of klousule 42 (1), gelees met klousule 42 (6), voorgeskryf, asof hy 'n werkgewer was; en

(b) elke week aan homself 'n seël uitreik terwyl hy as 'n werkende werkgewer optree, *mutatis mutandis* op die wyse in klousules 39 (8) of 42 (6) voorgeskryf, asof hy 'n ambagsman of 'n voorman of 'n algemene voorman was."

24. KLOUSULE 44.—REISTOELAE, VERVOER EN REISTYD

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

"(1) (a) (i) Wanneer 'n werkplek geleë is binne 'n gebied waarop hierdie Ooreenkoms betrekking het en buite 'n straal van 5 km vanaf die hoofposkantoor in of Durban, Amanzimtoti, Pinetown of Verulam is, en wel die poskantoor naaste aan die werkplek, moet 'n werkgewer aan 'n werknemer wat met so 'n werk besig is 'n reistoelae betaal vir elke kilometer of gedeelte daarvan van die afstand verder as die toepaslike straal van 5 km, en sodanige reistoelae moet bereken word teen die allesomvattende lopende koste per kilometer van 'n middelslagmotor soos van tyd tot tyd deur die Automobiellassosiasie van Suid-Afrika gepubliseer.

(ii) Die toelae is daaglik vir albei rigtings betaalbaar en is ook betaalbaar ongeag of die werknemer op die werkplek of elders gewerk het."

25. KLOUSULE 45.—BETALING VAN BESOLDIGING

In subklousule (3)—

(1) in paragraaf (a), vervang die uitdrukking "klousules 39 (4) (a) en 40 (4);" deur die uitdrukking "klousules 39 (4) (a), 40 (4), 41 (4) (a) en 42 (4);";

(2) in paragraaf (e), vervang die uitdrukking "klousule 39 (4) (b)" deur die uitdrukking "klousules 39 (4) (b) en 41 (4) (b)."

26. KLOUSULE 46.—VERVERSINGS

In subklousule (1), vervang die uitdrukking "klousule 30 (1) (h) en (i)" deur die uitdrukking "klousule 30 (1) (h), (i) en (j)".

27. KLOUSULE 49.—SANITÊRE GERIEWE

(1) Vervang die opskrif van hierdie klousule deur die volgende:

"49. WAS- EN SANITÊRE GERIEWE"

(2) Hernommer die bestaande subklousule (1) tot paragraaf (b), en voeg die volgende paragraaf (a) in:

"(a) 'n Werkgewer moet by elke werkplek afsonderlike en toereikende wasgeriewe verskaf vir vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 30 (1) (h) en (i) voorgeskryf word en vir werknemers vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word wat hy daar in sy diens het: Met dien verstande dat hierdie paragraaf slegs van toepassing is as die werk waarskynlik 'n maand of langer sal duur."

28. KLOUSULE 50.—TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP

(1) Vervang die opskrif van hierdie klousule deur die volgende:

"50. TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP EN KLERE"

(2) In subklousule (1)—

(a) in paragraaf (a) voeg die woorde "en klere" in tussen die woorde "waarin die gereedskap" en "van die vakleerlinge";

(b) in paragraaf (b), voeg die woord "altyd" in tussen die woorde "toesluitplekke" en "behoorlik", en vervang die woorde "buite die gewone werke" deur die woorde "behalwe wanneer die werkgewer of sy behoorlik aangestelde agent dit oopmaak ten einde gemagtigde toegang daartoe te verleen";

(c) vervang paragraaf (c) deur die volgende:

"(c) is aanspreeklik vir enige verlies of beskadiging van die gereedskap of klere wat aan 'n werknemer behoort en wat in skure, toesluitplekke of werkwinkels bewaar word, as sodanige verlies of beskadiging deur brand veroorsaak word, en die werkgewer moet sodanige gereedskap en klere verseker teen sodanige verlies of beskadiging: Met dien verstande dat die totale aanspreeklikheid van 'n werkgewer hoogstens R150 ten opsigte van die gereedskap of klere van 'n bepaalde werknemer mag beloop."

(3) In subclause (2), insert the words "or clothes" after the word "tools", wherever it occurs.

29. CLAUSE 52.—FIRST-AID EQUIPMENT

Renumber the existing subclause (1) as paragraph (a), and insert the following paragraph (b):

"(b) An employer conducting operations in a factory, or on a building or on excavation work where less than five persons are working, but where the duration of the job is likely to be one month or longer, shall provide and maintain in good condition a satisfactorily equipped first-aid box."

30. CLAUSE 56.—EXPENSES OF THE COUNCIL

In subclauses (1) and (2), substitute the expression "clauses 39 (1) (f), 40 (1) (d), 41 (1) (f) and 42 (1) (d)" for the expression "clauses 39 (1) (f) and 40 (1) (d)" wherever they occur.

31. CLAUSE 57.—BUILDING INDUSTRY HOLIDAY FUND

(1) In subclause (2), substitute the expression "clauses 39 (1) (a) and (b), 41 (1) (a) and (b) and 42 (1) (a)" for the expression "clauses 39 (1) (a) and (b)".

(2) In subclause 4—

(a) in paragraph (a), substitute the expression "clause 39 (9), read with clause 41 (6)," for the expression "clause 39 (9).";

(b) substitute the following for paragraph (b):

"(b) The Council shall ascertain the amount due to the employee, as reflected by the Holiday Pay and Holiday Allowance value of the stamps affixed to his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period: Provided that the Council may deduct the following amounts from any payment due to an employee:

(i) Payments, if any, made by the Council in terms of subclauses (9) and/or (10) of this clause;

(ii) all overdue moneys which are owing by the employee to the Building Industry Medical Aid Fund in accordance with the provisions of the rules referred to in clause 60 (5) and (6) of this Agreement."

(3) In subclause (7), substitute the expression "clause 39 (8) (a), read with clause 41 (6)," for the expression "clause 39 (8) (a)".

32. CLAUSE 58.—BUILDING EMPLOYEES' HOLIDAY AND SICK PAY FUND

(1) In subclause (4), insert the words "or his employer on his behalf," between the words "every employee" and "shall deposit".

(2) In subclause (8), substitute the words "Subject to the provisions of subclause (9), an" for the word "An".

(3) Insert the following subclause:

"(9) *Payment for public holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day).*—(a) With effect from 25 October 1979, each contribution book issued by the Council to employees for whom wages are prescribed in clause 30 (1) (a) to (g), inclusive, shall contain detachable coupons for payments in respect of each of the said public holidays.

(b) The coupon shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's contribution book.

(c) (i) On the pay-day for the week in which the public holiday falls, an employer shall pay to an employee the Holiday Pay and Sick Pay value of the stamps affixed to the coupon referred to in paragraph (a), subject to the employee surrendering to the employer, at least two working days before the relevant pay-day, the appropriate coupon, duly signed by such employee.

(ii) Provided that an employer lodges the relevant coupon, fully completed, with the Secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of subparagraph (i).

(iii) An employer shall not be entitled to a refund of the amount paid in terms of subparagraph (i) if the employee concerned has no stamps in his contribution book, and in the event of the amount paid by the employer to the employee being in excess of the value of stamps in his contribution book, the employer shall be refunded only the actual value of such stamps."

(3) In subklousule (2) voeg die woorde "of klere" in na die woord "gereedskap" oral waar dit voorkom.

29. KLOUSULE 52.—EERSTEHULPUITRUSTING

Hernommer die bestaande subklousule (1) tot paragraaf (a), en voeg die volgende paragraaf (b) in:

"(b) 'n Werkgewer wat werksaamhede verrig in 'n fabriek of by 'n gebou of uitgrawingswerk waar daar minder as vyf persone werk maar waar die werk waarskynlik 'n maand of langer sal duur, moet 'n bevredigende uitgeruste eerstehulpkassie verskaf en in 'n goeie toestand bewaar."

30. KLOUSULE 56.—UITGAWES VAN DIE RAAD

In subklousules (1) en (2), vervang die uitdrukking "klousules 39 (1) (f) en 40 (1) (d)" deur die uitdrukking "klousules 39 (1) (f), 40 (1) (d), 41 (1) (f) en 42 (1) (d)" oral waar dit voorkom.

31. KLOUSULE 57.—VAKANSIEFONDS VAN DIE BOUNYWERHEID

(1) In subklousule (2), vervang die uitdrukking "klousule 39 (1) (a) en (b)" deur die uitdrukking "klousules 39 (1) (a) en (b), 41 (1) (a) en (b) en 42 (1) (a)".

(2) In subklousule (4)—

(a) in paragraaf (a), vervang die uitdrukking "klousule 39 (9)" deur die uitdrukking "klousule 39 (9), gelees met klousule 41 (6).";

(b) vervang paragraaf (b) deur die volgende:

"(b) Die Raad moet die bedrag bepaal wat aan die werknemer verskuldig is, soos weergegee deur die vakansiebesoldigings- en vakansietoelaewarde van die seëls wat in sy bydraeboek geplak is, en sodanige bedrag aan die werknemer betaal op 'n datum waaroor die Raad moet besluit maar wat nie later mag wees nie as die dag voor die begin van die vakansietydperk: Met dien verstande dat die Raad die volgende bedrae kan aftrek van enige besoldiging wat aan 'n werknemer verskuldig is:

(i) bedrae, as daar is, wat die Raad ingevolge subklousules (9) en/of (10) van hierdie klousule betaal het;

(ii) alle agterstallige geld wat die werknemer ooreenkomstig die reëls in klousule 60 (5) en (6) van hierdie Ooreenkoms bedoel aan die Mediese Hulpfonds van die Bounywerheid skuld."

(3) In subklousule (7), vervang die uitdrukking "klousule 39 (8) (a)" deur die uitdrukking "klousule 39 (8) (a), gelees met klousule 41 (6)".

32. KLOUSULE 58.—VAKANSIE- EN SIEKEBESOLDIGINGSFONDS VIR BOUWERKNEMERS

(1) In subklousule (4), voeg die woorde "of sy werkgever namens hom," in tussen die woorde "werknemer" en "moet so gou".

(2) In subklousule (8), vervang die woorde "'n Werknemer" deur die woorde "Behoudens subklousule (9), is 'n werknemer".

(3) Voeg die volgende subklousule in:

"(8) *Betaling vir openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiektag, Setlaarsdag en Krugerdag).*—(a) Met ingang van 25 Oktober 1979, moet elke bydraeboek wat deur die Raad uitgereik word aan werknemers vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskrif word, verwyderbare koepons bevat vir betalings ten opsigte van elk van genoemde openbare vakansiedae.

(b) Die koepons moet in die vorm wees soos die Raad mag besluit, en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydraeboek.

(c) (i) Op die betaaldag vir die week waarin die openbare vakansiedag val, moet 'n werkgewer die vakansie- en siekebesoldigingswaarde van die seëls, geplak op die koepon in paragraaf (a) bedoel, aan die werknemer betaal op voorwaarde dat die werknemer minstens twee werkdae voor die betrokke betaaldag die toepaslike koepon, behoorlik deur hom onderteken, aan die werkgewer oorhandig.

(ii) Mits 'n werknemer die toepaslike koepon, volledig ingevul, binne 30 dae vanaf die betrokke openbare vakansiedag by die Sekretaris van die Raad indien, is hy daartoe geregtig om enige bedrag wat hy ingevolge subparagraaf (i) betaal het, op die Raad te verhaal.

(iii) 'n Werkgewer is nie op 'n terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is, geregtig nie indien die betrokke werknemer geen seëls in sy bydraeboek het nie, en ingeval die bedrag wat die werkgewer aan die werknemer betaal het meer is as die waarde van die seëls in sy bydraeboek, moet slegs die werklike waarde van sodanige seëls aan die werkgewer terugbetaal word."

33. CLAUSE 59.—BUILDING INDUSTRY BENEFIT FUND

(1) In subclause (2), substitute the expression "clauses 39 (1) (d) and 41 (1) (d)" for the expression "clause 39 (1) (d)".

(2) Substitute the following for subclause (4):

"(4) *Membership*.—Membership of the Fund shall be compulsory for employees for whom wages are prescribed in clause 30 (1) (h), and, with effect from 25 October 1979, for apprentices and employees for whom wages are prescribed in clause 30 (1) (i)."

(3) In subclause (6) (b), substitute the expression "clause 39 or 41, whichever is applicable" for the expression "clause 39".

(4) Insert the following subclause:

"(7) *Benefits inalienable*.—The benefits provided by the Benefit Fund are not transferable and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he would have been entitled during such period as may be determined by the Council."

34. CLAUSE 60.—BUILDING INDUSTRY MEDICAL AID FUND

(1) In subclause (2), substitute the expression "clauses 39 (1) (e), 41 (1) (e) and 42 (1) (c)" for the expression "clause 39 (1) (e)".

(2) In subclause (4)—

(a) substitute the following for paragraph (a):

"(a) *Compulsory members*.—Membership of the Fund shall be compulsory for employees for whom wages are prescribed in clause 30 (1) (h) and, with effect from 25 October 1979, for foremen and general foremen."

(b) insert the following proviso at the end of paragraph (c):

"Provided that, with effect from 29 October 1979, membership of the Fund shall be compulsory for apprentices and employees for whom wages are prescribed in clause 30 (1) (i)."

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

"(5) *Administration of the Fund*.—(a) The provisions of clause 59 (5) shall *mutatis mutandis* apply to the administration of the Fund.

(b) All overdue moneys which are owing by a member to the Medical Aid Fund in accordance with the provisions of the rules of the Fund, may be deducted by the Council from any Holiday Pay and Holiday Allowance paid to such member in the manner prescribed in clause 57 (4) of this Agreement.

(c) Where moneys are owing by the Fund to a member in accordance with the provisions of the rules of the Fund, and such moneys have remained inclaimed for a period of at least 12 consecutive calendar months, and the Fund is subsequently unable to trace the member at his latest address on record with the Fund, such amount shall become forfeit and shall accrue to the accumulated funds of the Fund. The Fund shall, however, consider any application for the refund of a forfeited amount, and may pay such amount to the member concerned."

(4) Substitute the following for subclause (8):

"(8) *Benefits inalienable*.—The benefits provided by the Medical Aid Fund are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he and his dependants would have been entitled during such period as may be determined by the Council."

35. CLAUSE 61.—DURBAN BUILDING INDUSTRY PENSION SCHEME

(1) In subclause (1), substitute the expression "clauses 39 (1) (c), 41 (1) (c) and 42 (1) (b)" for the expression "clause 39 (1) (c)".

(2) Substitute the following for subclause (3):

"(3) *Membership*.—Membership of the Scheme shall be compulsory for employees in the Building Industry in the Durban area for whom wages are prescribed in clause 30 (1) (h), and, with effect from 25 October 1979, for foremen, general foremen, apprentices and employees for whom wages are prescribed in clause 30 (1) (i)."

33. KLOUSULE 59.—BYSTANDSFONDS VAN DIE BOUNYWERHEID

(1) In subklousule (2), vervang die uitdrukking "klousule 39 (1) (d)" deur die uitdrukking "klousules 39 (1) (d) en 41 (1) (d)".

(2) Vervang subklousule (4) deur die volgende:

"(4) *Lidmaatskap*.—Lidmaatskap van die Bystandsfonds is verpligtend vir werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word en, met ingang van 25 Oktober 1979, vir vakleerlinge en werknemers vir wie lone in klousule 30 (1) (i) voorgeskryf word."

(3) In subklousule (6) (b), vervang die uitdrukking "klousule 39" deur die uitdrukking "klousules 39 of 41, naamlik die een wat van toepassing is".

(4) Voeg die volgende subklousule in:

"(7) *Voordele nie vervreembaar nie*.—Die voordele wat deur die Mediese Hulpfonds verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, seeder, verpand of verhipotekeer, of dit probeer doen, verbeur al die voordele waarop hy gedurende sodanige tydperk as wat die Raad bepaal geregtig sou gewees het."

34. KLOUSULE 60.—MEDIIESE HULPFONDS VAN DIE BOUNYWERHEID

(1) In subklousule (2), vervang die uitdrukking "klousule 39 (1) (e)" deur die uitdrukking "klousules 39 (1) (e), 41 (1) (e) en 42 (1) (c)".

(2) In subklousule (4)—

(a) vervang paragraaf (a) deur die volgende:

"(a) *Verpligte lidmaatskap*.—Lidmaatskap van die Fonds is verpligtend vir werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word en, met ingang van 25 Oktober 1979, vir voormanne en algemene voormanne."

(b) voeg die volgende voorbehoudsbepaling in aan die einde van paragraaf (c):

"Met dien verstande dat, met ingang van 25 Oktober 1979, lidmaatskap van die fonds verpligtend is vir vakleerlinge en werknemers vir wie lone in klousule 30 (1) (i) voorgeskryf word."

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

"(5) *Administrasie van die Fonds*.—(a) Klousule 59 (5) is *mutatis mutandis* op die administrasie van die Fonds van toepassing.

(b) Die Raad kan alle agterstallige geld wat 'n lid ooreenkomstig die reëls van die Fonds aan die Mediese Hulpfonds skuld, aftrek van die Vakansiebesoldiging en Vakansietoelae wat aan sodanige lid betaal is, en wel op die wyse in klousule 57 (4) van hierdie Ooreenkoms voorgeskryf.

(c) As die Fonds ooreenkomstig die reëls van die Fonds geld aan 'n lid skuld en sulke geld vir 'n tydperk van minstens 12 agtereenvolgende maande onopgeëis gebly het en die Fonds daarna nie die lid by sy jongste adres soos by die Fonds aangeteken, kan opspoor nie, word sodanige geld verbeurd verklaar en val dit aan die opgehoofte fondse van die Fonds toe. Die Fonds moet egter enige aansoek om die terugbetaling van 'n verbeurde bedrag oorweeg en hy kan sodanige bedrag aan die betrokke lid terugbetaal."

(4) Vervang subklousule (8) deur die volgende:

"(8) *Voordele nie vervreembaar nie*.—Die voordele wat deur die Mediese Hulpfonds verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, seeder, verpand of verhipotekeer, of dit probeer doen, verbeur al die voordele waarop hy en sy afhanklikes gedurende sodanige tydperk as wat die Raad bepaal geregtig sou gewees het."

35. KLOUSULE 61.—PENSIOENSKEMA VAN DIE BOUNYWERHEID, DURBAN

(1) In subklousule (1), vervang die uitdrukking "klousule 39 (1) (c)" deur die uitdrukking "klousules 39 (1) (c), 41 (1) (c) en 42 (1) (b)".

(2) Vervang subklousule (3) deur die volgende:

"(3) *Lidmaatskap*.—Lidmaatskap van die Skema is verpligtend vir werknemers in die Bounywerheid in die Durbanse gebied vir wie lone in klousule 30 (1) (h) voorgeskryf is en, met ingang van 25 Oktober 1979, vir voormanne, algemene voormanne, vakleerlinge en werknemers vir wie lone in klousule 30 (1) (i) voorgeskryf is."

(3) Insert the following subclause:

"(6) *Benefits inalienable.*—The benefits provided by the Pension Scheme are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits, or any portion thereof, to which he and his dependants would have been entitled, as may be determined by the Council."

36. CLAUSE 62.—BUILDING EMPLOYEES' PENSION SCHEME, DURBAN

(1) In subclause (3), substitute the words "in the Durban area for the word "Durban,".

(2) Insert the following subclause:

"(6) *Benefits inalienable.*—The benefits provided by the Pension Scheme are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits, or any portion thereof to which he and his dependants would have been entitled, as may be determined by the Council."

37. CLAUSE 63.—NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) In subclause (1), substitute the expression "clauses 39, 40 and 41" for the expression "clauses 39 and 40".

(2) In subclause (2), substitute the expression "clauses 39 (1) (g), 40 (1) (e), and 41 (1) (g)" for the expression "clauses 39 (1) (g) and 40 (1) (e)".

38. CLAUSE 64.—BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) In subclause (1), substitute the expression "clauses 39, 40 and 41" for the expression "clauses 39 and 40".

(2) In subclause (2), substitute the expression "clauses 39 (1) (h), 40 (1) (f) and 41 (1) (h)" for the expression "clauses 39 (1) (h) and 40 (1) (f)".

39. CLAUSE 65.—SPECIAL MEMBERSHIP LEVY—EMPLOYERS

Substitute the expression "clauses 39 (1) (i), 49 (1) (g) and 41 (1) (i)" for the expression "clauses 39 (1) (i) and 40 (1) (g)".

40. CLAUSE 66.—TRADE UNION SUBSCRIPTIONS

Substitute the following for clause 66:

"66. TRADE UNION SUBSCRIPTIONS

(1) (a) The amounts paid by employers in terms of the provisions to clauses 39 (1) and 41 (1), read with the provisions of clauses 39 (4) (b) and 41 (4) (b), shall be paid by the Council monthly to the trade unions concerned, in such manner as may be determined by the Council from time to time.

(b) Annually, on completion of the assessment and payment of holiday pay in each year in the manner prescribed in clause 57 (4), the Council shall forward a listing to each trade union showing the names of the employees who are members of that union and the total trade union subscriptions paid by each employee in accordance with the provisions of clauses 39 (4) (b) and 41 (4) (b) during that year.

(2) (a) An employer shall, upon receipt of a written request from a foreman or general foreman to whom the provisions of clause 42 applies and who is a member of one of the trade unions, deduct each week from the wages due to such foreman or general foreman the amount payable by him as a subscription to the trade union concerned in terms of the constitution of that union.

(b) Not later than the seventh day of each month, an employer shall pay to the trade union concerned the amounts deducted by him in accordance with the provisions of paragraph (a) during the preceding month."

Signed at Durban on behalf of the parties this first day of March 1979.

M. LIPSHITZ, Chairman.

A. I. F. BELL, Member.

K. H. DAVEL, Secretary.

(3) Voëg die volgende subklousule in:

"(6) *Voordele nie vervreembaar nie.*—Die voordele wat deur die Pensioenskema verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sedeer, verpand of verhipotekeer, of dit probeer doen, verbeur al die voordele, of 'n gedeelte daarvan, waarop hy en sy afhanklikes geregtig sou gewees het soos wat die Raad bepaal."

36. KLOUSULE 62.—PENSIOENSKEMA VAN DIE BOUWERKNEMERS, DURBAN

(1) In subklousule (3), vervang die woord "Durban," deur die woorde "in die Durbanse gebied".

(2) Voëg die volgende subklousule in:

"(6) *Voordele nie vervreembaar nie.*—Die voordele wat deur die Pensioenskema verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sedeer, verpand of verhipotekeer, of dit probeer doen, verbeur al die voordele, of 'n gedeelte daarvan, waarop hy en sy afhanklikes geregtig sou gewees het soos wat die Raad bepaal."

37. KLOUSULE 63.—NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) In subklousule (1), vervang die uitdrukking "klousules 39 en 40" deur die uitdrukking "klousules 39, 40 en 41".

(2) In subklousule (2), vervang die uitdrukking "klousules 39 (1) (g) en 40 (1) (e)" deur die uitdrukking "klousules 39 (1) (g), 40 (1) (e) en 41 (1) (g)".

38. KLOUSULE 64.—WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) In subklousule (1), vervang die uitdrukking "klousules 39 en 40" deur die uitdrukking "klousules 39, 40 en 41".

(2) In subklousule (2), vervang die uitdrukking "klousules 39 (1) (h) en 40 (1) (f)" deur die uitdrukking "klousules 39 (1) (h), 40 (1) (f) en 41 (1) (h)".

39. KLOUSULE 65.—SPESIALE LIDMAATSKAPHEFFING.—WERKGEWERS

Vervang die uitdrukking "klousules 39 (1) (i) en 40 (1) (g)" deur die uitdrukking "klousules 39 (1) (i), 40 (1) (g) en 41 (1) (i)".

40. KLOUSULE 66.—LEDEGELDE VIR VAKVERENIGINGS

Vervang klousule 66 deur die volgende:

"66. LEDEGELD VAN VAKVERENIGINGS

(1) (a) Die Raad moet die bedrae wat werkgewers betaal ingevolge die voorbehoudbepalings van klousules 39 (1) en 41 (1), gelees met klousules 39 (4) (b) en 41 (4) (b), maandeliks aan die betrokke vakverenigings betaal op die wyse wat die Raad van tyd tot tyd bepaal.

(b) Die Raad moet jaarliks by voltooiing van die raming en betaling van vakansiebesoldiging in elke jaar op die wyse in klousule 57 (4) voorgeskryf, 'n lys aan elke vakvereniging stuur met die name van die werknemers wat lede van dié vereniging is en die totale vakverenigingledegeld wat elke werknemer ooreenkomstig klousules 39 (4) (b) en 41 (4) (b) gedurende dié jaar betaal het.

(2) (a) 'n Werkgewer moet by ontvangs van 'n skriftelike versoek van 'n voorman of algemene voorman op wie klousule 42 van toepassing is en wat 'n lid van een van die vakverenigings is, elke week die bedrag wat hy ingevolge dié vakvereniging se konstitusie as ledegeld aan die betrokke vakvereniging moet betaal, aftrek van die loon wat aan sodanige voorman of algemene voorman verskuldig is.

(b) 'n Werkgewer moet voor of op die sewende dag van elke maand aan die betrokke vakvereniging die bedrae betaal wat hy ooreenkomstig paragraaf (a) gedurende die vorige maand afgetrek het."

Namens die partye op hede die eerste dag van Maart 1979 te Durban onderteken.

M. LIPSHITZ, Voorsitter.

A. I. F. BELL, Lid.

K. H. DAVEL, Sekretaris.

DEPARTMENT OF NATIONAL EDUCATION

No. R. 1298

22 June 1979

**SOUTH AFRICAN TEACHERS' COUNCIL
FOR WHITES****REGULATIONS REGARDING THE ELECTION
OF MEMBERS OF THE COUNCIL.—AMEND-
MENT**

The South African Teachers' Council for Whites has, in terms of section 27 of the South African Teachers' Council for Whites Act, 1976 (Act 116 of 1976), and with the approval of the Minister of National Education, made the amendments as set out in the Schedule hereto.

SCHEDULE

1. In this Schedule, unless the context otherwise indicates, the expression "the Regulations" means the Regulations regarding the election of members of the Council promulgated under Government Notice R. 2129 of 27 October 1978.

2. Regulation 4 of the Regulations is amended by the substitution for the expression "nine months" of the expression "eleven months".

3. Regulation 5 of the Regulations is amended by the substitution for the expression "six months" of the expression "eight months".

4. Regulation 6 of the Regulations is amended by the substitution for the expression "six months" and "three months" of the expressions "eight months" and "five months", respectively.

No. R. 1299

22 June 1979

UNIVERSITIES ACT, 1955**RHODES UNIVERSITY.—AMENDMENT
OF STATUTE**

The Minister of National Education has, under and by virtue of the powers vested in him by section 17 (2) of the Universities Act, 1955 (Act 61 of 1955), approved the amendments to the Statute, in the Schedule hereto, which were framed by the Council of Rhodes University.

SCHEDULE

1. In this Schedule, unless the context otherwise indicates, the expression "the Statute" means the Statute published under Government Notice R. 749 of 18 May 1962 as amended by Government Notices R. 1933 of 23 November 1962, R. 1734 of 8 November 1963, R. 1786 of 6 November 1964, R. 1641 of 22 October 1965, R. 507 of 1 April 1966, R. 1657 of 21 October 1966, R. 1527 of 30 August 1968, R. 374 of 14 March 1969, R. 3441 of 3 October 1969, R. 635 of 23 April 1971, R. 2048 of 12 November 1971, R. 2192 of 1 December 1972, R. 1998 of 1 November 1974, R. 236 of 13 February 1976, R. 240 of 18 February 1977, R. 971 of 3 June 1977 and R. 838 of 28 April 1978.

2. The following paragraph is hereby substituted for paragraph 14 (10) of the Statute:

"14. (10) Whenever it shall be necessary for the Governors of the Rhodes University Foundation to appoint two of the four persons referred to in section 7 (i) (1) of the Act, the Registrar shall invite the Foundation to furnish him with the names of two persons appointed to fill these vacancies."

**DEPARTEMENT VAN NASIONALE
OPVOEDING**

No. R. 1298

22 Junie 1979

**SUID-AFRIKAANSE ONDERWYSERSRAAD
VIR BLANKES****REGULASIES MET BETREKKING TOT DIE
VERKIESING VAN LEDE VAN DIE RAAD.—
WYSIGING**

Die Suid-Afrikaanse Onderwysersraad vir Blankes het kragtens artikel 27 van die Wet op die Suid-Afrikaanse Onderwysersraad vir Blankes, 1976 (Wet 116 van 1976), en met die goedkeuring van die Minister van Nasionale Opvoeding, die wysigings in die Bylae hiervan uitgevaardig.

BYLAE

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken die uitdrukking "die Regulasies" die Regulasies met betrekking tot die verkiesing van lede van die Raad, afgekondig by Goewermentskennisgewing R. 2129 van 27 Oktober 1978.

2. Regulasie 4 van die Regulasies word gewysig deur die uitdrukking "nege maande" deur die uitdrukking "elf maande" te vervang.

3. Regulasie 5 van die Regulasies word gewysig deur die uitdrukking "ses maande" deur die uitdrukking "aght maande" te vervang.

4. Regulasie 6 van die Regulasies word gewysig deur die uitdrukkings "ses maande" en "drie maande" deur die uitdrukkings "aght maande" en "vyf maande" onderskeidelik te vervang.

No. R. 1299

22 Junie 1979

WET OP UNIVERSITEITE, 1955**RHODES-UNIVERSITEIT.—WYSIGING
VAN STATUUT**

Kragtens die bevoegdheid hom verleen by artikel 17 (2) van die Wet op Universiteite, 1955 (Wet 61 van 1955), het die Minister van Nasionale Opvoeding sy goedkeuring geheg aan die wysiging van die Statuut in die Bylae hierby wat deur die Raad van Rhodes-universiteit opgestel is.

BYLAE

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken die uitdrukking "die Statuut" die Statuut afgekondig by Goewermentskennisgewing R. 749 van 18 Mei 1962 soos gewysig by Goewermentskennisgewings R. 1933 van 23 November 1962, R. 1734 van 8 November 1963, R. 1786 van 6 November 1964, R. 1641 van 22 Oktober 1965, R. 507 van 1 April 1966, R. 1657 van 21 Oktober 1966, R. 1527 van 30 Augustus 1968, R. 374 van 14 Maart 1969, R. 3441 van 3 Oktober 1969, R. 635 van 23 April 1971, R. 2048 van 12 November 1971, R. 2192 van 1 Desember 1972, R. 1988 van 1 November 1974, R. 236 van 13 Februarie 1976, R. 240 van 18 Februarie 1977, R. 971 van 3 Junie 1977 en R. 838 van 28 April 1978.

2. Paragraaf 14 (10) van die Statuut word deur die onderstaande paragraaf vervang:

"14. (10) Wanneer dit vir die Goewermeurs van die Rhodes-universiteitstigting nodig is om twee persone aan te stel van dié wat in artikel 7 (i) (1) van die Wet bedoel word, vra die Registrateur die Stigting om aan hom die name te verstrek van twee persone wat aangestel is om hierdie vakatures te vul."

3. The following paragraph is hereby substituted for paragraph 38A of the Statute:

"38A. Subject to the provisions of this Statute, the University may confer the following degrees in the Faculty of Science:

<i>Designation</i>	<i>Denoted by the letters</i>
Bachelor of Pharmacy.....	B.Pharm.
Bachelor of Science.....	B.Sc.
Bachelor of Science (Information Processing).....	B.Sc. (Inf. Proc.)
Bachelor of Science with honours.....	B.Sc. (Hons.)
Master of Pharmacy.....	M.Pharm.
Master of Science.....	M.Sc.
Doctor of Philosophy.....	Ph.D.
Doctor of Science.....	D.Sc."

3. Paragraaf 38A van die Statuut word deur die onderstaande paragraaf vervang:

"38A. Behoudens die bepalings van hierdie Statuut kan die Universiteit onderstaande grade in die Fakulteit van Natuurwetenskappe toeken:

<i>Naam</i>	<i>Aangedui deur die letters</i>
Baccalaureus in Farmasie.....	B.Farm.
Baccalaureus Scientiae.....	B.Sc.
Baccalaureus Scientiae (Inligtingverwerking).....	B.Sc. (Inlg. verwk.)
Baccalaureus Scientiae met Honneurs.....	B.Sc. (Hons.)
Magister in Farmasie.....	M.Farm.
Magister Scientiae.....	M.Sc.
Doktor Philosophiae.....	Ph.D.
Doktor Scientiae.....	D.Sc."

AGROCHEMOPHYSICA

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AGROCHEMOPHYSICA

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