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OKTOBER 1992

No. 14320 ✓

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2810

5 October 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST CAPE: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 5 October 1992 and for the period ending 30 September 1993, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 7 and 14 of Part I and 1 (a) and 5 of Part II, shall be binding, with effect from 5 October 1992 and for the period ending 30 September 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

65448—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2810

5 Oktober 1992

WET OP ARBEIDSVARHOUDINGE, 1956

BOUNYWERHEID, OOS-KAAP: WYSIGING VAN HOOFDOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 5 Oktober 1992 en vir die tydperk wat op 30 September 1993 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 7 en 14 van Deel I en 1 (a) en 5 Deel II met ingang van 5 Oktober 1992 en vir die tydperk wat op 30 September 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

14320—1

SCHEDULE**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST CAPE****AGREEMENT**

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

Building Industries Association, East Cape,

Electrical Contracting and Allied Industries Association (Eastern Cape)

and

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa,

Amalgamated Union of Building Trade Workers of South Africa,

South African Electrical Workers' Association,

Metal and Electrical Workers Union of South Africa,

Construction and Allied Workers' Union

and

Port Elizabeth Operative Plumbers' Association

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

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

to amend the Agreement published under Government Notice No. R. 2380 of 27 September 1991 (hereinafter referred to as the "Re-enacting Agreement"), as amended by Government Notice No. R. 1940 of 10 July 1992.

PART I**1. SCOPE OF APPLICATION OF AGREEMENT**

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

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

(b) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown (excluding that portion which, prior to the publication of Government Notice No. 1904 of 30 August 1985, fell within the Magisterial District of Stockenström), Riversdale, Uitenhage, Uniondale, and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which, prior to the publication of Government Notice No. 1974 of 26 September 1980, fell within the Magisterial District of Hankey.

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

(a) only apply to those classes of employees for whom wages are prescribed in this Agreement and to learn this Agreement and to learners;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice serviced in terms thereof;

BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-KAAP****OOREENKOMS**

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

Building Industries Association, East Cape,

Electrical Contracting and Allied Industries Association (Eastern Cape)

en

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa,

Amalgamated Union of Building Trade Workers of South Africa,

South African Electrical Workers' Association,

Metal and Electrical Workers Union of South Africa,

Construction and Allied Workers' Union

en

Port Elizabeth Operative Plumbers' Association

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

wat die partye is by die Nywerheidsraad vir die bounywerheid, Oos-Kaap, tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2380 van 27 September 1991

(hierna die "Herbekragtigingsooreenkoms" genoem), soos gewysig by Goewermentskennisgewing No. R. 1940 van 10 Julie 1992.

DEEL I**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

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

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

(b) in die landdrosdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1904 van 30 Augustus 1985, binne die landdrosdistrik Stockenström geval het), Riversdal, Uitenhage en Uniondale en in die gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. 1974 van 26 September 1980 binne die landdrosdistrik Hankey geval het.

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

(a) van toepassing slegs op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlinge;

(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie;

- (c) apply to labour-only contractors, working partners and working directors;
- (d) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;
- (e) not apply to clerical employees or to employees engaged in administrative duties or to any member an administrative staff.

(3) Notwithstanding the provisions of subclause (1) (a), the provisions of clauses 12, 15 (3), 27 and 40 of Part I of the Agreement published under Government Notice No. R. 2217 of 31 October 1980, as amended and re-enacted (hereinafter referred to as the Former Agreement), shall not apply in Areas B, C, D, E and F.

2. CLAUSE 8 OF PART I OF THE FORMER AGREEMENT-WAGES

- (1) Substitute the following for subclause (1) (a) (i) to (xvii):

"(1) (a) **Minimum wage rates:** No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

Category of employee and area	Per hour R
-------------------------------	---------------

(i) General employees:

Area A.....	4,61
Area B.....	2,50
Area C.....	2,10
Area D.....	1,85
Area E.....	2,39
Area F.....	2,45

(ii) Semi-skilled employees:

Area A.....	5,07
Area B.....	3,00
Area C.....	2,76
Area D.....	1,94
Area E.....	3,01
Area F.....	3,56

(iii) Journeyman's assistants:

Area A.....	7,04
Area B.....	3,40
Area C.....	3,41
Area D.....	2,45
Area E.....	3,69
Area F.....	4,03

(iv) Drivers of mechanical vehicles with a payload of—

up to and including 2 722 kg:

Area A.....	5,03
Area B.....	2,75
Area C.....	2,64
Area D.....	1,96

over 2 722 kg but not exceeding 4 536 kg:

Area A.....	5,80
Area B.....	3,40
Area C.....	2,76
Area D.....	2,00

over 4 536 kg:

Area A.....	6,46
Area B.....	2,27

(v) General foremen, foremen and journeymen in all trades and occupations:

Area A.....	12,10
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(vi) Watchmen, per six-day week:

Area A.....	195,47
Area B.....	120,00
Area C.....	105,00
Area D.....	93,22

- (c) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs;
- (d) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksie-toesighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- (e) nie van toepassing op klerke of op werknemers wat administratiewe pligte verrig of op 'n lid van 'n administratiewe personeel nie.

(3) Ondanks subklousule (1) (a) is klousules 12, 15 (3), 27 en 40 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2217 van 31 Oktober 1980, soos gewysig en herbekragtig (hierna die Vorige Ooreenkoms genoem), nie van toepassing in Gebiede B, C, D, E en F nie.

2. KLOUSULE 8 VAN DEEL I VAN DIE VORIGE OOREENKOMS-LONE

- (1) Vervang subklousule (1) (a) (i) tot (xvii) deur die volgende:

"(1) (a) **Minimum loonskale:** Geen lone wat laer is as die volgende, gelees met die res van hierdie klousule, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

Klas werknemer en gebied	Per uur R
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(i) Algemene werknemers:

Gebied A.....	4,61
Gebied B.....	2,50
Gebied C.....	2,10
Gebied D.....	1,85
Gebied E.....	2,39
Gebied F.....	2,45

(ii) Halfgeskoolde werknemers:

Gebied A.....	5,07
Gebied B.....	3,00
Gebied C.....	2,76
Gebied D.....	1,94
Gebied E.....	3,01
Gebied F.....	3,56

(iii) Ambagsmansassistentie:

Gebied A.....	7,04
Gebied B.....	3,40
Gebied C.....	3,41
Gebied D.....	2,45
Gebied E.....	3,69
Gebied F.....	4,03

(iv) Drywers van meganiese voertuie met 'n loonvrag van—

tot en met 2 722 kg:

Gebied A.....	5,03
Gebied B.....	2,75
Gebied C.....	2,64
Gebied D.....	1,96

meer as 2 722 kg maar hoogstens 4 536 kg:

Gebied A.....	5,80
Gebied B.....	3,40
Gebied C.....	2,76
Gebied D.....	2,00

meer as 4 536 kg:

Gebied A.....	6,46
Gebied B.....	2,27

(v) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe:

Gebied A.....	12,10
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(vi) Wagte, per week van ses dae:

Gebied A.....	195,47
Gebied B.....	120,00
Gebied C.....	105,00
Gebied D.....	93,22

Category of employee and area	Per hour R	Klas werknemer en gebied	Per uur R
(vii) Apprentices: Wages and prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		(vii) Vakleerlinge: Lone ooreenkomstig die Wet op Mannekragopleiding, 1981, vir vakleerlinge in die Bounywerheid voorgeskryf.	
(viii) Minors in all trades: Wages as prescribed for apprentices in the Building Industry.		(viii) Minderjariges in alle ambagte: Lone soos vir vakleerlinge in die Bounywerheid voorgeskryf.	
(ix) Learners: Wages as fixed by the Council in terms of clause 25 of the Former Agreement.		(ix) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25 van die Vorige Ooreenkoms.	
(x) Unskilled cleaners: 70 per cent of the wage prescribed for general employees in subparagraph (i).		(x) Ongeskoole skoonmakers: 70 persent van die loon in subparagraaf (i) vir algemene werknemers voorgeskryf.	
(xi) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(xi) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A.....	4,61	Gebied A.....	4,61
Area B.....	2,50	Gebied B.....	2,50
Area C.....	2,10	Gebied C.....	2,10
Area D.....	1,85	Gebied D.....	1,85
Area E.....	2,39	Gebied E.....	2,39
Area F.....	2,37	Gebied F.....	2,37
(xii) Grade A journeymen in the painting and glazing trades:		(xii) Ambagsmanne graad A in die ambagte skilder- en ruitwerk:	
Area B.....	5,30	Gebied B.....	5,30
Area C.....	5,30	Gebied C.....	5,30
Area F.....	6,62	Gebied F.....	6,62
(xiii) Other journeymen in the painting and glazing trades:		(xiii) Ander ambagsmanne in die ambagte skilder- en ruitwerk:	
Area B.....	5,00	Gebied B.....	5,00
Area C.....	5,00	Gebied C.....	5,00
Area D.....	4,49	Gebied D.....	4,49
Area E.....	5,18	Gebied E.....	5,18
Area F.....	6,04	Gebied F.....	6,04
(xiv) Grade A journeymen in other trades:		(xiv) Ambagsmanne graad A in ander ambagte:	
Area B.....	6,15	Gebied B.....	6,15
Area C.....	6,15	Gebied C.....	6,15
Area D.....	5,72	Gebied D.....	5,72
Area E.....	5,86	Gebied E.....	5,86
Area F.....	6,82	Gebied F.....	6,82
(xv) Journeymen in other trades:		(xv) Ambagsmanne in ander ambagte:	
Area B.....	5,00	Gebied B.....	5,00
Area C.....	5,00	Gebied C.....	5,00
Area D.....	4,49	Gebied D.....	4,49
Area E.....	5,25	Gebied E.....	5,25
Area F.....	6,39	Gebied F.....	6,39
(xvi) Motor vehicle drivers and operators of cranes and hoists:		(xvi) Motorvoertuigdrywers en bedieners van krane en hysers:	
Area F.....	4,15	Gebied F.....	4,15
(xvii) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto:		(xvii) Werknemers betrokke by elektriese installering wat elektriese montering en bedrading en werksaamhede wat daarmee gepaard gaan insluit:	
In the case of journeymen, the following percentages more than the wage prescribed in the foregoing paragraphs of this subclause for the category of employee:		In die geval van ambagsmanne, die volgende persentasies meer as die loon voorgeskryf in die voorafgaande paragrawe van hierdie subklousule vir die klas werknemer:	
Area A.....	1,6 per cent	Gebied A.....	1,6 persent
Area D.....	5,2 per cent	Gebied D.....	5,2 persent
Area E.....	4,8 per cent	Gebied E.....	4,8 persent
Area F.....	2,8 per cent	Gebied F.....	2,8 persent
In the case of all other categories of employees, the following percentages more than the wage prescribed in the foregoing paragraph of this subclause for the category of employee:		In die geval van alle ander klas werknemers, die volgende persentasies meer as die loon voorgeskryf in die voorafgaande paragrawe van hierdie subklousule vir die klas werknemers:	
Area A.....	7,6 per cent	Gebied A.....	7,6 persent
Area B.....	6,2 per cent	Gebied B.....	6,2 persent
Area C.....	1,6 per cent	Gebied C.....	1,6 persent
Area E.....	13,6 per cent	Gebied E.....	13,6 persent
Area F.....	11,9 per cent	Gebied F.....	11,9 persent

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

“(b) Notwithstanding the provisions of subclause (1), an employer shall be entitled to pay an employee who has not worked all the ordinary hours of work prescribed in clause 10 (1) of Part I of this Agreement in a week, a wage at a rate not less than the following:

(i) **Areas B and C:** Employees for whom wages are prescribed in subclause (1) (a) (v) (xii), (xiii), (xiv) and (xv), a wage rate equal to 7,8 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1);

(ii) **Areas B and C:** Employees for whom wages are prescribed in subclause (1) (a) (i), (ii), (iii), (iv), (x), (xi) and (xvi), a wage rate equal to 7 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1).”

(3) Insert the following new subclauses (7) and (8) after subclause (6):

“(7) **Inclement weather payment:** (a) Where, on any working day or any day during the annual leave period for which exemption has been granted from the provisions of clauses 10 and 37 of Part I of this Agreement, an employee reports for work at his normal starting time and his employment is suspended by the employer or his duly authorised representative on the contract site because of inclement weather, he shall be paid his full remuneration for the first two hours of that day: Provided that an employee shall wait on the contract site if requested to do so by his employer or his duly authorised representative on the contract site and shall commence with his work if the weather conditions improve and make it possible for him to work.

(b) If inclement weather sets in after the first two hours of work on any working day or any other day referred to in paragraph (a) and an employee's employment is suspended by his employer or his duly authorised representative on the contract site, he shall be paid his full remuneration up to the commencement of the normal lunch-break of the establishment.

(c) If inclement weather sets in after the termination of the lunch-break of the establishment on any working day or any other day referred to in paragraph (a) and an employee's employment is suspended by his employer or his duly authorised representative on the contract site, he shall be paid his full remuneration for the whole day as if he had worked all the ordinary hours of work on that day.

(d) If an employee is requested to report for work on a Saturday, Sunday, compulsory paid holiday or any other day that is not referred to in paragraph (a) and that may be covered by the annual leave period prescribed in clause 37 of Part I of this Agreement, and his employment is suspended by his employer or his duly authorised representative on the contract site, because of inclement weather, he shall be paid at the overtime rate prescribed in clause 11 of Part I of this Agreement for the first two hours of work on such day. The proviso in paragraph (a) shall apply *mutatis mutandis* in respect of this paragraph.

(e) If inclement weather sets in after the first two hours of work on a Saturday, Sunday, compulsory paid holiday or any other day that is not referred to in paragraph (a) and that may be covered by the annual leave period prescribed in clause 37 of Part I of this Agreement, and an employee's employment is suspended by his employer or his duly authorised representative on the contract site, he shall be paid at the overtime rate prescribed in clause 11 of Part I of this Agreement up to the time his employment is suspended by his employer or his duly authorised representative on the contract site.

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

“(b) Ondanks subklousule (1) is 'n werkgewer daartoe geregtig om 'n werknemer wat nie al die gewone werkure voorgeskryf by klousule 10 (1) van Deel I van hierdie Ooreenkoms in 'n week gewerk het nie, 'n loon te betaal teen minstens die volgende skaal:

(i) **Gebiede B en C:** Werknemers vir wie lone by subklousule (1) (a) (v) (xii), (xiii), (xiv) en (xv) voorgeskryf word, 'n loon gelyk aan 7,8 persent (afgerond tot die naaste hele sent) minder as die loon voorgeskryf by die voorafgaande paragraaf van subklousule (1);

(ii) **Gebiede B en C:** Werknemers vir wie lone by subklousule (1) (a) (i), (ii), (iii), (iv), (x), (xi) en (xvi) voorgeskryf word, 'n loon gelyk aan 7 persent (afgerond tot die naaste hele sent) minder as die loon voorgeskryf by die voorafgaande paragraaf van subklousule (1).”

(3) Voeg die volgende nuwe subklousules (7) en (8) in na subklousule (6):

“(7) **Gurweewerbetalings:** (a) Waar 'n werknemer op enige werkdag of op enige dag gedurende die jaarlikse verloftydperk waarvoor vrystelling van die bepalinge van klousules 10 en 37 van Deel I van hierdie Ooreenkoms toegestaan is, vir werk aanmeld op sy gewone begintyd en sy werk word deur die werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein weens gure weer opgeskort, moet hy sy volle besoldiging vir die eerste twee uur van daardie dag betaal word: Met dien verstande dat 'n werknemer op die kontrakterrein moet wag indien hy deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein versoek word om te wag en met sy werk moet begin as die weerstoestand verbeter en dit vir hom moontlik maak om te werk.

(b) Indien gure weer intree na die eerste twee werkure op enige werkdag of enige ander dag bedoel in paragraaf (a), en 'n werknemer se werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort, moet hy sy volle besoldiging betaal word tot die aanvang van die bedryfsinrigting se gewone etenspouse.

(c) Indien gure weer intree na die eiende van die bedryfsinrigting se etenspouse op enige werkdag of enige ander dag bedoel in paragraaf (a), en 'n werknemer se werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort, moet hy sy volle besoldiging vir die hele dag betaal word asof hy al die gewone werkure op daardie dag gewerk het.

(d) Indien 'n werknemer versoek word om hom vir werk aan te meld op 'n Saterdag, Sondag, verpligte vakansiedag met besoldiging of enige ander dag wat nie in paragraaf (a) vermeld word nie en wat deel uitmaak van die jaarlikse verloftydperk voorgeskryf by klousule 37 van Deel I van hierdie Ooreenkoms, en sy werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein weens gure weer opgeskort, moet hy teen die oortydtarief voorgeskryf by klousule 11 van Deel I van hierdie Ooreenkoms betaal word vir die eerste twee uur se werk op daardie dag. Die voorbehoudsbepaling van paragraaf (a) is *mutatis mutandis* ten opsigte van hierdie paragraaf van toepassing.

(e) Indien gure weer intree na die eerste twee uur se werk op 'n Saterdag, Sondag, verpligte vakansiedag met besoldiging of enige ander dag wat nie in paragraaf (a) vermeld word nie en wat deel uitmaak van die jaarlikse verloftydperk voorgeskryf by klousule 37 van Deel I van hierdie Ooreenkoms, en 'n werknemer se werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort, moet hy teen die oortydtarief voorgeskryf by klousule 11 van Deel I van hierdie Ooreenkoms betaal word tot die tydstop dat sy werk deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort word.

(f) For the purposes of this subclause, 'inclement weather' means rain, strong winds or any other adverse weather conditions under which work cannot be carried out, or under which it would be dangerous for work to be carried out while such conditions exist.

(g) Any disputes concerning the interpretation, meaning or intention of any of the provisions referred to in this subclause which the employer and the employee are unable to settle shall be referred to the Council for decision. The decision of the Council shall be final and binding on the employer and the employee and the Council shall not be obliged to give reasons for any decision.

(8) **Compassionate leave payment in areas D, E and F:** (a) An employer shall grant an employee two days' compassionate leave in the aggregate on full remuneration during each period of 12 consecutive months for which the employee is employed by him in the event of the death or serious illness of his legal wife, child or biological parent: Provided that a legal wife shall include a party to a customary union under Black law and custom or to a union recognised as a marriage under the tenets of any Asiatic religion: Provided further that an employee shall qualify for compassionate leave only after he has worked for at least 12 weeks for an employer.

(b) Payment for compassionate leave shall be made on the employee's first pay-day after the expiration of such leave or upon termination of employment if it occurs before such first pay-day.

(c) An employer shall not be bound in terms of paragraph (a) to pay an employee for compassionate leave, unless the employee produces a certificate signed by the registered medical practitioner stating the nature and duration of his wife's, child's or parent's illness or produces the original death certificate or a certified copy thereof.

(d) The provisions of paragraphs (a) and (b) shall apply *mutatis mutandis* if an employee is requested to work during the annual leave period prescribed in clause 37 (1).

(e) Any disputes concerning the interpretation, meaning or intention of any of the provisions referred to in this subclause which the employer and the employee are unable to settle shall be referred to the Council for decision. The decision of the Council shall be final and binding on the employer and the employee and the Council shall not be obliged to give reasons for any decision."

3. CLAUSE 11 OF PART 1 OF THE FORMER AGREEMENT: OVERTIME

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

"(3) **Payment for overtime:** Any employee who is required to work any time outside the hours as prescribed in clause 10 of this Agreement shall be paid as follows:

(a) In Areas A, E and F, subject to the provisions of subclause (6), at one and a third times his hourly rate in respect of each hour or part of an hour for the first five hours of overtime worked from Monday to Friday: Provided that, notwithstanding the provisions of clause 10 (1) of Part I and subclause (2) hereof, an employee shall be paid at overtime rates only after having worked for 43 hours from Monday to Friday;

(b) in Areas B, C and D, subject to the provisions of subclause (6), at one and a third times his hourly wage in respect of each hour or part of an hour for the first five hours of overtime worked from Monday to Friday;

(f) By die toepassing van hierdie subklousule beteken 'gure weer' reën, sterk winde of enige ander ongunstige weerstoestande waarin werk nie verrig kan word nie of waarin dit gevaarlik sou wees om werk te verrig solank sodanige toestande voortduur.

(g) Enige geskille oor die vertolking, betekenis of bedoeling van enige van die bepalings in hierdie subklousule bedoel, wat die werkgever en die werknemer nie kan skik nie, moet vir beslissing na die Raad verwys word. Die beslissing van die Raad is finaal en bindend vir die werkgever en die werknemer, en die Raad is nie verplig om redes vir enige beslissing te verstrek nie.

(8) **Betaling vir menslikheidsverlof in Gebiede D, E en F:** (a) 'n Werkgever moet gedurende elke tydperk van 12 opeenvolgende maande waarin 'n werknemer by hom in diens is, altesaam twee dae menslikheidsverlof met volle besoldiging aan die werknemer toestaan in die geval van die afsterwe of ernstige siekte van sy wettige vrou, kind of biologiese ouer: Met dien verstande dat 'n wettige vrou ook 'n party is in 'n gewoonteverbintenis kragtens Swart reg en gewoonte of in 'n verbintenis wat kragtens die leerstellings van enige Asiërgeloof as 'n huwelik erken word: Met dien verstande voorts dat 'n werknemer vir menslikheidsverlof in aanmerking kom slegs nadat hy minstens 12 weke lank vir 'n werkgever gewerk het.

(b) Betaling vir menslikheidsverlof moet gedoen word op die werknemer se eerste betaaldag na die verstryking van sodanige verlof of by diensbeëindiging indien dit voor sodanige eerste betaaldag geskied.

(c) 'n Werkgever is nie ingevolge paragraaf (a) daartoe verplig om 'n werknemer vir menslikheidsverlof te betaal nie tensy die werknemer 'n sertifikaat, onderteken deur 'n geregistreerde geneesheer, waarin die aard en duur van sy vrou, kind of ouer se siekte vermeld word, of die oorspronklike doodsertifikaat of 'n gesertifiseerde afdruk daarvan, voorlê.

(d) Die bepalings van paragrafe (a) en (b) is *mutatis mutandis* van toepassing indien 'n werknemer versoek word om gedurende die jaarlikse verloftydperk voorgeskryf by klousule 37 (1) te werk.

(e) Enige geskille oor die vertolking, betekenis of bedoeling van enige van die bepalings in hierdie subklousule bedoel, wat die werkgever en die werknemer nie kan skik nie, moet vir beslissing na die Raad verwys word. Die beslissing van die Raad is finaal en bindend vir die werkgever en die werknemer, en die Raad is nie verplig om redes vir enige beslissing te verstrek nie."

3. KLOUSULE 11 VAN DEEL I VAN DIE VORIGE OOREENKOMS: OORTYD

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

"(3) **Betaling vir oortyd:** 'n Werknemer van wie vereis word om enige tyd buite die ure voorgeskryf by klousule 10 van hierdie Ooreenkoms te werk, moet soos volg betaal word:

(a) In Gebiede A, E en F, behoudens subklousule (6), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag: Met dien verstande dat, ondanks klousule 10 (1) van Deel I en subklousule (2) hiervan, 'n werknemer teen oortyd-tariewe betaal word slegs nadat hy 43 uur van Maandag tot Vrydag gewerk het;

(b) in Gebiede B, C en D, behoudens subklousule (6), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag;

(c) in Areas A, B, C, D, E and F, at one and a half times his hourly wage in respect of each hour or part of an hour of overtime worked in excess of the first five hours per week from Monday to Friday and for all time worked on Saturdays; and

(d) in Areas A, B, C, D, E and F, at double his hourly wage in respect of each hour or part of an hour of overtime worked on Sundays and compulsory paid holidays prescribed in clause 37 (2)."

(2) Substitute the following for subclause (4):

"(4) **Payment for work on certain days (all areas):** When exemption has been granted from the provisions of clauses 10 and 37 of this Agreement, an employer shall pay an employee one and a half times his hourly wage, unless otherwise stated in the licence of exemption issued by the Council, in respect of all time worked on such other days (including Saturdays) as may be covered by the annual leave period prescribed in clause 37 (1): Provided that the provisions of this subclause shall also apply where no exemption from the provisions of clauses 10 and 37 of this Agreement has been granted."

(3) In the first paragraph of subclause (6), substitute the expression "subclauses (3) and (4)" for the expression "subclauses (4) and (5)".

(4) In subparagraph (ii) of subclause (6), substitute the word "circumstances" for the word "circumstances".

(5) Delete subparagraph (iii) of subclause (6).

4. CLAUSE 12 OF PART I OF THE FORMER AGREEMENT: TRANSPORT

(1) Insert the following new subclause (5) after subclause (4):

"(5) The provisions of this clause shall not apply in Areas B and C."

5. CLAUSE 13 OF PART I OF THE FORMER AGREEMENT: COUNTRY JOBS

(1) Substitute the following for subparagraph (ii) of subclause (1) (b):

"(ii) suitable sleeping accommodation in proximity to the place of work or an allowance of R3,00 in Areas A, D, E and F or an allowance of R10,00 in Areas B and C in respect of every night such employee spends away from home;"

6. CLAUSE 15 OF PART I OF THE FORMER AGREEMENT: INSURANCE AND PROVISIONS OF TOOLS

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

"(c) An employer shall insure the tools of an employee referred to in clause 8 (1) (a) (v), (vii), (ix), (xii), (xiii), (xiv) and (xv) in Areas A, D, E and F against loss by fire and/or theft."

7. CLAUSE 33 OF PART I OF THE FORMER AGREEMENT: EMPLOYER ORGANISATION LEVY

Substitute the following for subclause (1):

"(1) Every employer who is a member of one of the employers' organisations that is a party to this Agreement shall in respect of every employee employed by him pay to the Council the amount prescribed in the constitution of the respective employers' organisation."

8. CLAUSE 35 OF PART I OF THE FORMER AGREEMENT: EMPLOYMENT RETURN FORMS

Substitute the following for clause 35:

"35. **EMPLOYMENT RETURN FORMS AND PAYMENT OF CONSOLIDATED STAMP CONTRIBUTIONS**

(1) Every employer to whom the provisions of Part I of this Agreement apply shall every month submit a duly completed employment return form to the Secretary of

(c) in Gebiede A, B, C, D, E en F, teen een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur meer oortyd gewerk as die eerste vyf uur per week van Maandag tot Vrydag en vir die hele tyd op Saterdag gewerk; en

(d) in Gebiede A, B, C, D, E en F, teen dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk op Sondae en verpligte vakansiedae met besoldiging by klousule 37 (2) voorgeskryf."

(2) Vervang subklousule (4) deur die volgende:

"(4) **Betaling vir werk op sekere dae (alle gebiede):** Wanneer vrystelling van klousules 10 en 37 van hierdie Ooreenkoms verleen is, moet 'n werkgewer 'n werknemer een en 'n half maal sy uurloon betaal, tensy anders vermeld in die vrystellingstifikaat deur die Raad uitgereik, ten opsigte van die hele tyd gewerk op die ander dae (insluitende Saterdag) wat deel uitmaak van die jaarlikse verloftydperk by klousule 37 (1) voorgeskryf: Met dien verstande dat hierdie subklousule ook van toepassing is waar nie vrystelling van klousules 10 en 37 van hierdie Ooreenkoms verleen is nie."

(3) In die eerste paragraaf van subklousule (6), vervang die uitdrukking "klousules (4) en (5)" deur die uitdrukking "subklousules (3) en (4)".

(4) In die Engelse teks, vervang in subparagraaf (ii) van subklousule (6) die woord "circumstances" deur die woord "circumstances".

(5) Skrap subparagraaf (iii) van subklousule (6).

4. KLOUSULE 12 VAN DEEL I VAN DIE VORIGE OOREENKOMS: VERVOER

(1) Voeg die volgende nuwe subklousule (5) in na subklousule (4):

"(5) Hierdie klousule is nie in Gebiede B en C van toepassing nie."

5. KLOUSULE 13 VAN DEEL I VAN DIE VORIGE OOREENKOMS: WERK OP DIE PLATTELAND

(1) Vervang subparagraaf (ii) van subklousule (1) (b) deur die volgende:

"(ii) geskikte slaapplek naby die werkplek of 'n toelae van R3,00 in Gebiede A, D, E en F of 'n toelae van R10,00 in Gebiede B en C vir elke nag wat sodanige werknemer in 'n ander plek as sy tuiste deurbring;"

6. KLOUSULE 15 VAN DEEL I VAN DIE VORIGE OOREENKOMS: VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

"(c) 'n Werkgewer moet die gereedskap van 'n werknemer bedoel in klousule 8 (1) (a) (v), (vii), (ix), (xii), (xiii), (xiv) en (xv) in Gebiede A, D, E en F teen verlies weens brand en/of diefstal verseker."

7. KLOUSULE 33 VAN DEEL I VAN DIE VORIGE OOREENKOMS: HEFFING VIR WERKGEWERSORGANISASIE

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer wat lid is van een van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is aan die Raad die bedrag betaal wat in die konstitusie van daardie werkgewersorganisasie bepaal word."

8. KLOUSULE 35 VAN DEEL I VAN DIE VORIGE OOREENKOMS: DIENSOPGAWEVORMS

Vervang klousule 35 deur die volgende:

"35. **DIENSOPGAWEVORMS EN BETALING VAN GEKONSOLIDEERDE SEËLBYDRAES**

(1) Elke werkgewer op wie die bepalings van Deel I van hierdie Ooreenkoms van toepassing is, moet elke maand by die Sekretaris van die Raad 'n behoorlik inge-

the Council, showing the full names, the registration number referred to in clause 37 (8), the number of stamp contributions, and the value of the stamp contributions paid to every employee for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (ix), (xi), (xii), (xiii), (xiv), (xv) and (xvi) of Part I of this Agreement. Every employer shall return the employment return form, together with the amount of the combined stamp contributions referred to in clause 32 in respect of every category of employee appearing on the employment return form, to the Secretary of the Council not later than the seventh day of the month following that in which the employee was employed. Employment return forms shall be obtained from the Secretary of the Council.

(2) Where an employer did not employ any employees as specified in subclause (1) during any month, such employer shall nevertheless submit a form before the seventh day of the following month with the words "No employees" written across the form and reflecting the information required in terms of clause 23 (5) of this Agreement."

9. CLAUSE 37 OF PART I OF THE FORMER AGREEMENT: ANNUAL LEAVE, PAID PUBLIC HOLIDAYS AND THE BUILDING INDUSTRY HOLIDAY FUND, EAST CAPE

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

"(1) (a) No work shall be performed in the Industry by employers and employees during the period stated hereunder:

In the Magisterial Districts of Alexandria, Bathurst, Port Elizabeth, Uitenhage and Queenstown, as defined in clause 1 (1) (b):

Between finishing time on 11 December 1992 and starting time on 11 January 1993;

in the Magisterial Districts of Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Riversdale and Uniondale, as defined in clause 1 (1) (b):

Between finishing time on 11 December 1992 and starting time on 4 January 1993;

in the Magisterial District of Albany, as defined in clause 1 (1) (b):

Between finishing time on 18 December 1992 and starting time on 11 January 1993;

except—

(i) in the case of emergency work, when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime and the circumstances necessitating such overtime;

(ii) in the case where the prior written exemption has first been obtained from the Council."

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

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

"(3) In addition to the remuneration payable in terms of clause 8 of Part I of this Agreement, every employer shall pay the following:

(a) To each category of employee in his employ in respect of the ordinary hours worked by each such employee in his employ the employer shall pay a holiday fund allowance calculated in terms of the under-mentioned formulae based on the wage rates prescribed in clause 8 (1) (a) of Part I of this Agreement or on the maximum rate of the wage bands decided on by the Council from time to time:

vulde diensopgawevorm indien waarin vermeld word die volle name, die registrasienommer bedoel in klousule 37 (8), die getal seëlbydraes en die waarde van die seëlbydraes wat betaal is aan elke werknemer vir wie lone by klousule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (ix), (xi), (xii), (xiii), (xiv), (xv) en (xvi) van Deel I van hierdie Ooreenkoms voorgeskryf word. Elke werkgever moet die diensopgawe vorm, tesame met die bedrag van die gekombineerde seëlbydraes bedoel in klousule 32 ten opsigte van elke klas werknemer wat op die diensopgawevorm verskyn, aan die Sekretaris van die Raad besorg voor of op die sewende dag van die maand wat volg op dié waarin die werknemer in diens was. Diensopgawevorms moet by die Sekretaris van die Raad verkry word.

(2) Waar 'n werkgever nie werknemers soos in subklousule (1) vermeld, gedurende enige maand in diens gehad het nie, moet sodanige werkgever nogtans 'n vorm voor die sewende dag van die volgende maand indien met die woorde "geen werknemers" oor die vorm heen geskryf en met die inligting wat ingevolge klousule 23 (5) van hierdie Ooreenkoms vereis word, daarin verskryf."

9. KLOUSULE 37 VAN DEEL I VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE MET BESOLDIGING EN DIE VAKANSIEFONDS VIR DIE BOUNYWERHEID, OOS-KAAP

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

"(1) (a) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedurende die tydperk hieronder vermeld gedoen word nie:

In die landdrosdistrikte Alexandria, Bathurst, Port Elizabeth, Uitenhage en Queenstown, soos in klousule 1 (1) (b) omskryf:

Tussen uitskeityd op 11 Desember 1992 en begintyd op 11 Januarie 1993;

in die landdrosdistrikte Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Riversdal en Uniondale, soos in klousule 1 (1) (b) omskryf:

Tussen uitskeityd op 11 Desember 1992 en begintyd op 4 Januarie 1993;

in die landdrosdistrikte Albany, soos in klousule 1 (1) (b) omskryf:

Tussen uitskeityd op 18 Desember 1992 en begintyd op 11 Januarie 1993;

behalwe—

(i) in die geval van noodwerk, in welke geval die werkgever binne drie dae nadat sodanige oortyd begin is, die Sekretaris van die Raad skriftelik daarvan in kennis moet stel, asook van die omstandighede wat sodanige oortyd noodsaaklik gemaak het;

(ii) in die geval waar die skriftelike vrystelling eers vooraf van die Raad verkry is."

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

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

"(3) Benewens die besoldiging wat ingevolge klousule 8 van Deel I van hierdie Ooreenkoms betaalbaar is, moet elke werkgever die volgende betaal:

(a) Aan elke klas werknemer in sy diens, moet die werkgever ten opsigte van die gewone werkure wat elke sodanige werknemer in sy diens gewerk het, 'n vakansiefondstoelae betaal, bereken volgens ondergenoemde formules en gebaseer op die loonskaal voorgeskryf by klousule 8 (1) (a) van Deel I van hierdie Ooreenkoms of op die maksimum skaal van die loongroepes deur die Raad van tyd tot tyd bepaal:

Formulae**Area A—**

$$\frac{WR \times H \times 20}{1\ 920} = \text{hourly holiday fund allowance}$$

Areas B and C—

$$\frac{WR \times H \times 18}{2\ 205} = \text{hourly holiday fund allowance}$$

Area D—

$$\frac{WR \times H \times 20}{2\ 160} = \text{hourly holiday fund allowance}$$

Area E—

$$\frac{WR \times H \times 18}{1\ 960} = \text{hourly holiday fund allowance}$$

Area F—**General employees:**

$$\frac{WR \times H \times 20}{2\ 016} = \text{hourly holiday fund allowance}$$

All other employees:

$$\frac{WR \times H \times 20}{1\ 960} = \text{hourly holiday fund allowance}$$

NOTE:

1. WR — means the wage rate prescribed in clause 8 (1) (a) of Part I of this Agreement or the maximum rate of the wage bands decided on by the Council from time to time.
2. H — means the ordinary hours of work for a working day prescribed in clause 10 (2) of Part I of this Agreement.

(b) In the event of the holiday fund allowance calculated in accordance with the formulae prescribed in paragraph (a) in respect of any category of employee in any area being less than the holiday fund allowance for that category of employee prescribed in clause 37 (3) (a), as published by Government Notice No. R. 2567 of 24 November 1989, the employer shall pay the difference, and such higher amount shall be the holiday fund allowance prescribed in paragraph (a) hereof.

(c) An employer shall, on each pay-day, deduct the total amount of the holiday fund allowance in respect of all the ordinary hours worked by the employees and calculated in terms of paragraph (a) from the remuneration due to his employees and pay such amounts to the Secretary of the Council every week. The amount deducted from an employee shall be his weekly holiday pay and shall form part of the consolidated stamp contribution in terms of clause 32. The Secretary shall pay the amounts into the Fund in terms of clause 41 (1).

(d) The employer shall pay to apprentices, minors, female unskilled cleaners, trainees and watchmen in his employ in respect of the prescribed annual leave period, an amount equal to the remuneration which they would have received had they worked during such leave period: Provided that in the case of an apprentice, minor, female unskilled cleaner, trainee or watchman whose contract of employment is terminated prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay to such apprentice, minor, female unskilled cleaner, trainee or watchman an amount of not less than one-fifth of the weekly remuneration in respect of each completed month of employment with him during the year preceding such holiday."

Formules**Gebied A—**

$$\frac{WR \times H \times 20}{1\ 920} = \text{uurlikse vakansiefondstoelae}$$

Gebiede B en C—

$$\frac{WR \times H \times 18}{2\ 205} = \text{uurlikse vakansiefondstoelae}$$

Gebied D—

$$\frac{WR \times H \times 20}{2\ 160} = \text{uurlikse vakansiefondstoelae}$$

Gebied E—

$$\frac{WR \times H \times 18}{1\ 960} = \text{uurlikse vakansiefondstoelae}$$

Gebied F—**Algemene werknemers:**

$$\frac{WR \times H \times 20}{2\ 016} = \text{uurlikse vakansiefondstoelae}$$

Alle ander werknemers:

$$\frac{WR \times H \times 20}{1\ 960} = \text{uurlikse vakansiefondstoelae}$$

OPMERKINGS:

1. WR — beteken die loonskaal voorgeskryf by klousule 8 (1) (a) van Deel I van hierdie Ooreenkoms of die maksimum skaal van die loongroepe deur die Raad van tyd tot tyd bepaal.
2. H — beteken die gewone werkure vir 'n werkdag voorgeskryf by klousule 10 (2) van Deel I van hierdie Ooreenkoms.

(b) Ingeval die vakansiefondstoelae bereken volgens die formules voorgeskryf by paragraaf (a) ten opsigte van enige klas werknemer in enige gebied, minder is as die vakansiefondstoelae vir daardie klas werknemer voorgeskryf by klousule 37 (3) (a), soos gepubliseer by Goewermentskennisgewing No. R. 2567 van 14 November 1989, moet die werkgever die verskil betaal, en die hoër bedrag is die vakansiefondstoelae voorgeskryf by paragraaf (a) hiervan.

(c) 'n Werkgever moet op elke betaaldag die totale bedrag aan vakansiefondstoelae ten opsigte van al die gewone werkure wat die werknemers gewerk het en bereken ooreenkomstig paragraaf (a), aftrek van die besoldiging verskuldig aan sy werknemers, en moet sodanige bedrae elke week aan die Sekretaris van die Raad oorbetal. Die bedrag van 'n werknemer afgetrek word, is sy weeklikse vakansiebetaling en maak deel uit van die gekonsolideerde seëlbydrae ingevolge klousule 32. Die Sekretaris moet die bedrae ingevolge klousule 41 (1) in die Fonds stort:

(d) Die werkgever moet aan vakleerlinge, minderjarige, vroulike ongeskoolde skoonmakers, kwekelinge en wagte in sy diens ten opsigte van die voorgeskrewe jaarlikse verloftydperk 'n bedrag betaal wat gelyk is aan die besoldiging wat hulle sou ontvang het as hulle gedurende sodanige verloftydperk gewerk het: Met dien verstande dat in die geval van 'n vakleerling, minderjarige, vroulike ongeskoolde skoonmaker, kwekeling of wag wie se dienskontrak beëindig word voor die laaste betaaldag voor die aanvang van die vakansietydperk, die werkgever aan sodanige vakleerling, minderjarige, vroulike ongeskoolde skoonmaker, kwekeling of wag 'n bedrag van minstens een vyfde van die weekloon moet betaal vir elke voltooide maand diens by hom gedurende die jaar wat sodanige vakansie voorafgaan."

(4) In subclause (7) (a), substitute the expression "subclause (3) (c)" for the expression "subclause (3bis)".

10. CLAUSE 38 OF PART I OF THE FORMER AGREEMENT—BUILDING INDUSTRY TRAINING FUND

Substitute the following for subclause (2):

"(2) Every employer to whom the provisions of Part I and Part II of this Agreement apply shall pay to the Secretary of the Council the amount which he is required to contribute to the Training Fund in terms of clause 7 (3) of the Government Notice referred to in subclause (1) hereof."

11. CLAUSE 39 OF PART I OF THE FORMER AGREEMENT: PENSION FUND

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

"(1) Every employer to whom the provisions of Part I and Part II of this Agreement apply shall in respect of each of the undermentioned employees in his employ who has worked the ordinary hours of work on three working days during a week pay to the Council, in accordance with the procedure prescribed in subclause (3) of this clause, the following amounts:

Category of employee and area	Per week R
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PART I

(a) General employees:

Area A	7,31
Area B	12,75
Area C	11,06
Area D	5,57
Area E	6,29

(b) Semi-skilled employees:

Area A	7,62
Area B	15,54
Area C	14,16
Area D	6,11
Area E	7,87

(c) Journeyman's assistants:

Area A	9,24
Area B	17,23
Area C	17,70
Area D	7,51
Area E	9,34

(d) Drivers of mechanical vehicles with a pay-load of—

up to and including 2 722 kg:	
Area A	8,16
Area B	14,15
Area C	13,48
Area D	6,13

over 2 722 kg but not exceeding 4 536 kg:

Area A	8,16
Area B	17,23
Area C	14,16
Area D	6,17

over 4 536 kg:

Area A	8,70
Area D	6,88

(e) General foremen, foremen and journeymen in all trades and occupations:

Area A	61,10
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(f) Watchmen, per six-day week:

Area A	7,31
Area B	13,98
Area C	11,97
Area D	6,24

(4) In subklousule (7) (a), vervang die uitdrukking "Subklousule (3bis)" deur die uitdrukking "Subklousule (3) (c)".

10. KLOUSULE 38 VAN DEEL I VAN DIE VORIGE OOREENKOMS: OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

Vervang subklousule (2) deur die volgende:

"(2) Elke werkgever op wie die bepalings van Deel I en Deel II van hierdie Ooreenkoms van toepassing is, moet die bedrag wat hy ingevolge klousule 7 (3) van die Goewermentskennisgewing bedoel in subklousule (1) hiervan, tot die Opleidingsfonds moet bydrae, aan die Sekretaris van die Raad betaal."

11. KLOUSULE 39 VAN DEEL I VAN DIE VORIGE OOREENKOMS: PENSIOENFONDS

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

"(1) Elke werkgever op wie die bepalings van Deel I en Deel II van hierdie Ooreenkoms van toepassing is, moet ten opsigte van elkeen van ondergenoemde werknemers in sy diens wat die gewone werkure op drie werkdae gedurende 'n week gewerk het, ooreenkomstig die prosedure voorgeskryf by subklousule (3) van hierdie klousule die volgende bedrae aan die Raad betaal:

Klas werknemer en gebied	Per week R
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DEEL I

(a) Algemene werknemers:

Gebied A	7,31
Gebied B	12,75
Gebied C	11,06
Gebied D	5,57
Gebied E	6,29

(b) Halfgeskoolde werknemers:

Gebied A	7,62
Gebied B	15,54
Gebied C	14,16
Gebied D	6,11
Gebied E	7,87

(c) Ambagsmanassistent:

Gebied A	9,24
Gebied B	17,23
Gebied C	17,70
Gebied D	7,51
Gebied E	9,34

(d) Drywers van meganiese voertuie met 'n loonvrag van—

tot en met 2 722 kg:	
Gebied A	8,16
Gebied B	14,15
Gebied C	13,48
Gebied D	6,13

meer as 2 722 kg maar hoogstens 4 536 kg:

Gebied A	8,16
Gebied B	17,23
Gebied C	14,16
Gebied D	6,17

meer as 4 536 kg:

Gebied A	8,70
Gebied D	6,88

(e) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe:

Gebied A	61,10
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(f) Wagte, per week van ses dae:

Gebied A	7,31
Gebied B	13,98
Gebied C	11,97
Gebied D	6,24

Category of employee and area	Per week R
(g) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:	
Area A	7,31
Area B	12,75
Area C	11,06
Area D	5,57
Area E	6,29
(h) Grade A journeymen in the painting and glazing trades:	
Area B	26,84
Area C	26,84
Area F	20,32
(i) Other journeymen in the painting and glazing trades:	
Area B	25,35
Area C	25,35
Area D	18,47
Area E	24,60
Area F	20,32
(j) Grade A journeymen in other trades:	
Area B	31,23
Area C	31,23
Area D	23,10
Area E	24,60
Area F	20,32
(k) Journeymen in other trades:	
Area B	25,35
Area C	25,35
Area D	18,47
Area E	24,60
Area F	20,32

Category of employee and area Per hour
R

PART II

(l) General employees:

Area A	7,31
Area B	12,75
Area C	11,06
Area D	5,57

(m) Semi-skilled employees:

Area A	7,62
Area B	15,54
Area C	14,16
Area D	6,11

(n) Drivers of mechanical vehicles with a pay-load of—

up to and including 2 722 kg:

Area A	8,16
Area B	14,15
Area C	13,48
Area D	6,13

over 2 722 kg but not exceeding 4 536 kg:

Area A	8,16
Area B	17,23
Area C	14,16
Area D	6,17

over 4,536 kg:

Area A	8,70
Area D	6,88

(o) Journeyman's assistants:

Area A	9,24
Area B	17,23
Area C	17,70
Area D	7,51

(p) Machine minders and sawyers:

Area A	7,62
Area B	18,49
Area C	16,57
Area D	7,57

Klas werknemer en gebied	Per week R
(g) Werknemers in alle ander ambagte of beroepe wat nie elder gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Gebied A	7,31
Gebied B	12,75
Gebied C	11,06
Gebied D	5,57
Gebied E	6,29
(h) Ambagsmanne graad A in die ambagte skilder- en ruitwerk:	
Gebied B	26,84
Gebied C	26,84
Gebied F	20,32
(i) Ander ambagsmanne in die ambagte skilder- en ruitwerk:	
Gebied B	25,35
Gebied C	25,35
Gebied D	18,47
Gebied E	24,60
Gebied F	20,32
(j) Ambagsmanne graad A in ander ambagte:	
Gebied B	31,23
Gebied C	31,23
Gebied D	23,10
Gebied E	24,60
Gebied F	20,32
(k) Ambagsmanne in ander ambagte:	
Gebied B	25,35
Gebied C	25,35
Gebied D	18,47
Gebied E	24,60
Gebied F	20,32

Klas werknemer en gebied Per uur
R

DEEL II

(l) Algemene werknemers:

Gebied A	7,31
Gebied B	12,75
Gebied C	11,06
Gebied D	5,57

(m) Halfgeskoolde werknemers:

Gebied A	7,62
Gebied B	15,54
Gebied C	14,16
Gebied D	6,11

(n) Drywers van meganiese voertuie met 'n loonvrag van—

tot en met 2 722 kg:

Gebied A	8,16
Gebied B	14,15
Gebied C	13,48
Gebied D	6,13

meer as 2 722 kg maar hoogstens 4 536 kg:

Gebied A	8,16
Gebied B	17,23
Gebied C	14,16
Gebied D	6,17

meer as 4,536 kg:

Gebied A	8,70
Gebied D	6,88

(o) Ambagsmansassistenten:

Gebied A	9,24
Gebied B	17,23
Gebied C	17,70
Gebied D	7,51

(p) Masjienoppassers en saers:

Gebied A	7,62
Gebied B	18,49
Gebied C	16,57
Gebied D	7,57

Category of employee and area	Per week R
(q) Mechanical handling equipment drivers:	
Area A.....	7,62
Area B.....	18,49
Area C.....	16,57
Area D.....	7,57
(r) Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Area A.....	61,10
(s) Glaziers in joinery shop:	
Area A.....	61,10
(t) Watchmen, per six-day week:	
Area A.....	7,31
Area B.....	13,98
Area C.....	11,97
Area D.....	6,24
(u) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:	
Area A.....	7,31
Area B.....	12,75
Area C.....	11,06
Area D.....	5,57
(v) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Area B.....	31,23
Area C.....	31,23
Area D.....	27,51
(w) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Area B.....	25,35
Area C.....	25,35
Area D.....	20,11
(x) Grade A glaziers in joinery shop:	
Area B.....	26,84
Area C.....	26,84
Area D.....	24,51
(y) Other glaziers in joinery shop:	
Area B.....	25,35
Area C.....	25,35
Area D.....	19,22"
(2) Substitute the following for subclause (2):	

"(2) In addition to any other remuneration payable in terms of Part I and Part II of this Agreement, every employer to whom the provisions of this Agreement apply, shall in respect of the undermentioned employees in his employ pay an allowance as specified below in respect of every hour worked (excluding overtime) weekly: Provided that the said allowance shall be paid for not more than 40 hours in any one week in Areas A and E, and for not more than 41 hours in any one week in Area F, and for not more than 45 hours in any one week in Areas B, C and D:

Category of employee and area	Per hour c
PART I	
(a) General employees:	
Area A.....	10
Area B.....	16
Area C.....	14
Area D.....	7
Area E.....	8½

Klas werknemer en gebied	Per week R
(q) Drywers van maganiese hanteeruitrusting:	
Gebied A.....	7,62
Gebied B.....	18,49
Gebied C.....	16,57
Gebied D.....	7,57
(r) Skrynerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied A.....	61,10
(s) Glaswerkers in skrynerkerwinkel:	
Gebied A.....	61,10
(t) Wagte, per week van ses dae:	
Gebied A.....	7,31
Gebied B.....	13,98
Gebied C.....	11,97
Gebied D.....	6,24
(u) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Gebied A.....	7,31
Gebied B.....	12,75
Gebied C.....	11,06
Gebied D.....	5,57
(v) Skrynerkers graad A, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied B.....	31,23
Gebied C.....	31,23
Gebied D.....	27,51
(w) Ander skrynerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied B.....	25,35
Gebied C.....	25,35
Gebied D.....	20,11
(x) Glaswerkers graad A in skrynerkerwinkel:	
Gebied B.....	26,84
Gebied C.....	26,84
Gebied D.....	24,51
(y) Ander glaswerkers in skrynerkerwinkel:	
Gebied B.....	25,35
Gebied C.....	25,35
Gebied D.....	19,22"
(2) Vervang subklousule (2) deur die volgende:	

"(2) Benewens ander besoldiging betaalbaar ingevolge Deel I en Deel II van hierdie Ooreenkoms, moet elke werkgewer op wie hierdie Ooreenkoms van toepassing is aan elkeen van ondergenoemde werknemers in sy diens 'n toelae soos hieronder uiteengesit betaal ten opsigte van elke uur in 'n week gewerk (uitgesonderd oortydwerk): Met dien verstande dat genoemde toelae vir hoogstens 40 uur in Gebiede A en E in 'n bepaalde week en vir hoogstens 41 uur in Gebied F in 'n bepaalde week en vir hoogstens 45 uur in Gebiede B, C en D in 'n bepaalde week betaal moet word:

Klas werknemer en gebied	Per uur c
DEEL I	
(a) Algemene werknemers:	
Gebied A.....	10
Gebied B.....	16
Gebied C.....	14
Gebied D.....	7
Gebied E.....	8½

Category of employee and area	Per week R	Klas werknemer en gebied	Per week R
(b) Semi-skilled employees:		(b) Halfgeskoolde werknemers:	
Area A.....	10½	Gebied A.....	10½
Area B.....	20	Gebied B.....	20
Area C.....	18	Gebied C.....	18
Area D.....	8	Gebied D.....	8
Area E.....	11	Gebied E.....	11
(c) Journeyman's assistants:		(c) Ambagsmansassistenten:	
Area A.....	13	Gebied A.....	13
Area B.....	22	Gebied B.....	22
Area C.....	23	Gebied C.....	23
Area D.....	10	Gebied D.....	10
Area E.....	13	Gebied E.....	13
(d) Drivers of mechanical vehicles with a pay-load of—		(d) Drywers van meganiese voertuie met 'n loon-vrag van—	
up to and including 2 722 kg:		tot en met 2 722 kg:	
Area A.....	11½	Gebied A.....	11½
Area B.....	18	Gebied B.....	18
Area C.....	17	Gebied C.....	17
Area D.....	8	Gebied D.....	8
over 2 722 kg but not exceeding 4 536 kg:		meer as 2 722 kg maar hoogstens 4 536 kg:	
Area A.....	11½	Gebied A.....	11½
Area B.....	22	Gebied B.....	22
Area C.....	18	Gebied C.....	18
Area D.....	8	Gebied D.....	8
Over 4 536 kg:		Meer as 4 536 kg:	
Area A.....	12	Gebied A.....	12
Area D.....	9	Gebied D.....	9
(e) General foremen, foremen and journeymen in all trades and occupations:		(e) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe:	
Area A.....	90½	Gebied A.....	90½
(f) Watchmen, per six-day week:		(f) Wagte, per week van ses dae:	
Area A.....	10	Gebied A.....	10
Area B.....	18	Gebied B.....	18
Area C.....	15	Gebied C.....	15
Area D.....	8	Gebied D.....	8
(g) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(g) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A.....	10	Gebied A.....	10
Area B.....	16	Gebied B.....	16
Area C.....	14	Gebied C.....	14
Area D.....	7	Gebied D.....	7
Area E.....	8½	Gebied E.....	8½
(h) Grade A Journeymen in the painting and glazing trades:		(h) Ambagsmanne graad A in die ambagte skilder-en ruitwerk:	
Area B.....	35	Gebied B.....	35
Area C.....	35	Gebied C.....	35
Area F.....	29	Gebied F.....	29
(i) Other journeymen in the painting and glazing trades:		(i) Ander ambagsmanne in die ambagte skilder-en ruitwerk:	
Area B.....	33	Gebied B.....	33
Area C.....	33	Gebied C.....	33
Area D.....	24	Gebied D.....	24
Area E.....	36	Gebied E.....	36
Area F.....	29	Gebied F.....	29
(j) Grade A journeymen in other trades:		(j) Ambagsmanne graad A in ander ambagte:	
Area B.....	41	Gebied B.....	41
Area C.....	41	Gebied C.....	41
Area D.....	30	Gebied D.....	30
Area E.....	36	Gebied E.....	36
Area F.....	29	Gebied F.....	29
(k) Journeymen in other trades:		(k) Ambagsmanne in ander ambagte:	
Area B.....	33	Gebied B.....	33
Area C.....	33	Gebied C.....	33
Area D.....	24	Gebied D.....	24
Area E.....	36	Gebied E.....	36
Area F.....	29	Gebied F.....	29

Category of employee and area	Per hour	Klas werknemer en gebied	Per uur
PART II		DEEL II	
(l) General employees:		(l) Algemene werknemers:	
Area A	10	Gebied A	10
Area B	16	Gebied B	16
Area C	14	Gebied C	14
Area D	7	Gebied D	7
(m) Semi-skilled employees:		(m) Halfgeskoolde werknemers:	
Area A	10½	Gebied A	10½
Area B	20	Gebied B	20
Area C	18	Gebied C	18
Area D	8	Gebied D	8
(n) Drivers of mechanical vehicles with a pay-load of—		(n) Drywers van meganiese voertuie met 'n loonvrag van—	
up to and including 2 722 kg:		tot en met 2 722 kg:	
Area A	11½	Gebied A	11½
Area B	18	Gebied B	18
Area C	17	Gebied C	17
Area D	8	Gebied D	8
over 2 772 kg but not exceeding 4 536 kg:		meer as 2 772 kg maar hoogstens 4 536 kg:	
Area A	11½	Gebied A	11½
Area B	22	Gebied B	22
Area C	18	Gebied C	18
Area D	8	Gebied D	8
over 4 536 kg:		meer as 4 536 kg:	
Area A	12	Gebied A	12
Area D	9	Gebied D	9
(o) Journeyman's assistants:		(o) Ambagsmansassistentie:	
Area A	13	Gebied A	13
Area B	22	Gebied B	22
Area C	23	Gebied C	23
Area D	10	Gebied D	10
(p) Machine minders and sawyers:		(p) Masjienoppassers en saers:	
Area A	10½	Gebied A	10½
Area B	24	Gebied B	24
Area C	22	Gebied C	22
Area D	10	Gebied D	10
(q) Mechanical handling equipment drivers:		(q) Drywers van meganiese hanteeruitrusting:	
Area A	10½	Gebied A	10½
Area B	24	Gebied B	24
Area C	22	Gebied C	22
Area D	10	Gebied D	10
(r) Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeyman in all other trades:		(r) Skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Area A	90¾	Gebied A	90¾
(s) Glaziers in joinery shop:		(s) Glaswerkers in skrynwerkwinkel:	
Area A	90¾	Gebied A	90¾
(t) Watchmen, per six-day week:		(t) Wagte, per week van ses dae:	
Area A	10	Gebied A	10
Area B	18	Gebied B	18
Area C	15	Gebied C	15
Area D	8	Gebied D	8
(u) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(u) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A	10	Gebied A	10
Area B	16	Gebied B	16
Area C	14	Gebied C	14
Area D	7	Gebied D	7
(v) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeyman in all other trades:		(v) Skrynwerkers graad A, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Area B	41	Gebied B	41
Area C	41	Gebied C	41
Area D	36	Gebied D	36

Category of employee and area	Per week R
(w) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foreman and journeyman in all other trades:	
Area B.....	33
Area C.....	33
Area D.....	26
(x) Grade A glaziers in joinery shop:	
Area B.....	35
Area C.....	35
Area D.....	32
(y) Other glaziers in joinery shop:	
Area B.....	33
Area C.....	33
Area D.....	25"

12. CLAUSE 39(bis) OF PART I OF THE FORMER AGREEMENT: SICK BENEFIT FUND

(1) Substitute the following for paragraphs (a) and (b) of subclause (2):

"(a) to recompense members for loss of earnings arising out of unemployment caused by sickness or accident and compassionate leave;

(b) to consider gratuities and/or annuities for general foremen, foremen, journeymen and learners in the case of permanent disability; and"

(2) Substitute the following for subclause (3):

"(3) **Membership and benefits:** (a) Membership of the Fund shall be compulsory in Area A for general foremen, foremen, journeymen and learners for whom wages are prescribed in clause 8 (1) (a) of Part I of this Agreement. An employee for whom membership of the Fund is compulsory in terms of this paragraph shall be entitled to benefits for sickness or accident, gratuities and/or annuities in case of permanent disability (if approved), and compassionate leave.

(b) Membership of the Fund shall be compulsory in Area A for general employees, semi-skilled employees, journeyman's assistants, drivers (all pay-loads) and watchmen for whom wages are prescribed in clause 8 (1) (a) of Part I of this Agreement. An employee for whom membership of the Fund is compulsory in terms of this paragraph shall be entitled to benefits for only two days' sick leave and/or compassionate leave: Provided that the two days' sick leave shall be in addition to the sick leave prescribed in section 13 of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983)."

(3) Substitute the following for paragraph (a) of subclause (4):

"(4) **Allowances:** (a) In addition to any other remuneration to which an employee mentioned in subclause (3) may be entitled in terms of this Agreement, every employer in Area A shall pay to every general foreman, foreman, journeyman and learner in his employ an allowance of 12c per hour in respect of all hours worked by such employee, and every employer in Area A shall pay to every general employee, semi-skilled employee, journeyman's assistant, driver (all pay-loads) and watchman in his employ an allowance of 4c per hour in respect of all hours worked by such employee: Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday, Day of the Vow, Christmas Day, New Year's Day or any day falling within the annual leave period prescribed in clause 37."

Klas werknemer en gebied	Per week R
DEEL I	
(w) Ander skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied B.....	33
Gebied C.....	33
Gebied D.....	26
(x) Glaswerkers graad A in skrynwerkwinkel:	
Gebied B.....	35
Gebied C.....	35
Gebied D.....	32
(y) Ander glaswerkers in skrynwerkwinkel:	
Gebied B.....	33
Gebied C.....	33
Gebied D.....	25"

12. KLOUSULE 39(bis) VAN DEEL I VAN DIE VORIGE OOREENKOMS: SIEKTEBYSTANDSFONDS

(1) Vervang paragrawe (a) en (b) van subklousule (2) deur die volgende:

"(a) om lede te vergoed vir verlies aan verdienste wat ontstaan uit werkloosheid veroorsaak deur siekte of ongeluk en menslikheidsverlof;

(b) om gratifikasies en/of jaargelde vir algemene voormanne, voormanne, ambagsmanne en leerlinge in die geval van permanente ongeskiktheid te oorweeg; en"

(2) Vervang subklousule (3) deur die volgende (3):

"(3) **Lidmaatskap en bystand:** (a) Lidmaatskap van die Fonds is verpligtend in Gebied A vir algemene voormanne, voormanne, ambagsmanne en leerlinge vir wie lone by klousule 8 (1) (a) van Deel I van hierdie Ooreenkoms voorgeskryf word. 'n Werknemer vir wie lidmaatskap van die Fonds ingevolge hierdie paragraaf verpligtend is, is geregtig op bystand vir siekte of ongeluk, gratifikasies en/of jaargelde in geval van permanente ongeskiktheid (indien goedgekeur) en menslikheidsverlof.

(b) Lidmaatskap van die Fonds is verpligtend in Gebied A vir algemene werknemers, halfgeskoolde werknemers, ambagsmansassistent, drywers (alle loonvragte) en wagte vir wie lone by klousule 8 (1) (a) van Deel I van hierdie Ooreenkoms voorgeskryf word. 'n Werknemer vir wie lidmaatskap van die Fonds ingevolge hierdie paragraaf verpligtend is, is geregtig op bystand vir siekteverlof en/of menslikheidsverlof van net twee dae: Met dien verstande dat die twee dae siekteverlof benewens die siekteverlof is wat by artikel 13 van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983), voorgeskryf word."

(3) Vervang paragraaf (a) van subklousule (4) deur die volgende:

"(4) **Toelaes:** (a) Benewens enige ander besoldiging waarop 'n werknemer in klousule (3) genoem, ingevolge hierdie Ooreenkoms geregtig is, moet elke werkgever in Gebied A aan elke algemene voorman, voorman, ambagsman en leerling in sy diens 'n toelae van 12c per uur betaal ten opsigte van al die ure wat sodanige werknemer gewerk het, en moet elke werkgever in Gebied A aan elke algemene werknemer, halfgeskoolde werknemer, ambagsmansassistent, drywer (alle loonvragte) en wag in sy diens 'n toelae van 4c per uur betaal ten opsigte van al die ure wat sodanige werknemer gewerk het: Met dien verstande dat hierdie toelae nie betaal word nie ten opsigte van oortyd of werk verrig op 'n Saterdag, Sondag, Geloftedag, Kersdag, Nuwejaarsdag of enige dag wat binne die jaarlikse verloftydperk val wat by klousule 37 voorgeskryf word."

(4) Substitute the following for paragraphs (a), (b) and (c) of subclause (5):

"(5) **Contributions:** (a) Every employer shall, subject to the provisions of paragraphs (b) and (c), contribute to the Fund an amount of R5,60 per week in respect of each of his employees for whom wages are prescribed in clause 8 (1) (a) (v) and (ix) and an amount of R1,60 per week in respect of each of his employees for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv) and (vi) of Part I of this Agreement and who is employed in Area A. An employer shall be entitled to deduct the amount paid to the Fund from the remuneration of the employee in respect of whom the payment was made.

(b) No payment shall be made by an employer in respect of an employee who works for him for less than the ordinary hours of work on three working days in any week.

(c) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed for the ordinary hours of work on three working days during that week."

13. CLAUSE 39(ter) OF PART I OF THE FORMER AGREEMENT: MEDICAL AID FUND

(1) In subclause (4) (a), substitute the expression "51½c" for the expression "41½c".

(2) In subclause (5) (a), substitute the expression "R41,20" for the expression "R33,00".

14. CLAUSE 45 OF PART I OF THE FORMER AGREEMENT: DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY

In subclause (2), substitute the expression "R2,50" for the expression "R2,25".

PART II

SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY

1. SCOPE OF APPLICATION

The terms of Part II of this Agreement shall be observed in the Timber Trade of the Building Industry—

- (a) by all employers and employees who are members of the employer's organisations and the trade unions, respectively;
- (b) in the Magisterial Districts of Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which, prior to the publication of Government Notice No. 1974 of 26 September 1980, fell within the Magisterial District of Hankey; Riversdale, Uitenhage, Uniondale and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

2. CLAUSE 4 OF PART II OF THE FORMER AGREEMENT: WAGES

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

"(1) (a) **Minimum wage rates:** No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

Category of employee and area	Per hour
	R
(i) General employees:	
Area A.....	4,61
Area B.....	2,50
Area C.....	2,10
Area D.....	1,85

(4) Vervang paragrawe (a), (b) en (c) van subklousule (5) deur die volgende:

"(5) **Bydraes:** (a) Elke werkgever moet behoudens paragrawe (b) en (c) 'n bedrag tot die Fonds bydra van R5,60 per week ten opsigte van elkeen van sy werknemers vir wie lone by klousule 8 (1) (a) (v) en (ix) en van R1,60 per week ten opsigte van elkeen van sy werknemers vir wie lone by klousule 8 (1) (a) (i), (ii), (iii), (iv) en (vi) van Deel I van hierdie Ooreenkoms voorgeskryf word en wat in Gebied A werksaam is. 'n Werkgever is daarop geregtig om die bedrag wat aan die Fonds betaal is, af te trek van die besoldiging van die werknemer te opsigte van wie die betaling gedoen is.

(b) 'n Werkgever betaal geen bydrae ten opsigte van 'n werknemer wat minder as die gewone werkure op drie werkdae in enige week vir hom werk nie.

(c) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die werkgever by wie hy die eerste gedurende daardie week vir die gewone werkure op drie werkdae in diens was, die bydrae vir daardie week betaal."

13. KLOUSULE 39(ter) VAN DEEL I VAN DIE VORIGE OOREENKOMS: MEDIESE HULPFONDS

(1) In subklousule (4) (a), vervang die uitdrukking "41½c" deur die uitdrukking "51½c".

(2) In subklousule (5) (a), vervang die uitdrukking "R33,00" deur die uitdrukking "R41,20".

14. KLOUSULE 45 VAN DEEL I VAN DIE VORIGE OOREENKOMS: ONTWIKKELINGS- EN OPLEIDINGSFONDS VIR DIE ELEKTROTEGNISE AANNEMINGSNYWERHEID

In subklousule (2), vervang die uitdrukking "R2,25" deur die uitdrukking "R2,50".

DEEL II

SPESIALE BEPALINGS WAT OP DIE HOUTNYWERHEID IN DIE BOUNYWERHEID VAN TOEPASSING IS

1. TOEPASSINGSBESTEK

Deel II van hierdie Ooreenkoms moet in die Houtnywerheid van die Bounywerheid nagekom word—

- (a) deur alle werkgevers en werknemers wat lede is van onderskeidelik die werkgeversorganisasies en die vakverenigings;
- (b) in die landdrosdistrikte Alexandira, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth, maar uitgesonderd die gedeelte van die landdrosdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. 1974 van 26 September 1980 binne die landdrosdistrik Hankey geval het; Riversdal, Uitenhage en Uniondale, en in die gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het.

2. KLOUSULE 4 VAN DEEL II VAN DIE VORIGE OOREENKOMS: LONE

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

"(1) (a) **Minimum loonskale:** Geen lone wat laer is as die volgende, gelees met die res van hierdie klousule, mag deur 'n werkgever betaal en deur 'n werknemer aange- neem word nie:

Klas werknemer en gebied	Per uur
	R
(i) Algemene werknemers:	
Gebied A.....	4,61
Gebied B.....	2,50
Gebied C.....	2,10
Gebied D.....	1,85

Category of employee and area	Per week R
(ii) Semi-skilled employees:	
Area A	5,07
Area B	3,00
Area C	2,76
Area D	1,94
(iii) Drivers of mechanical vehicles with a paid-load of—	
up to and including 2 722 kg:	
Area A	5,03
Area B	2,75
Area C	2,64
Area D	1,96
over 2 722 kg but not exceeding 4 536 kg:	
Area A	5,80
Area B	3,40
Area C	2,76
Area D	2,00
over 4 536 kg:	
Area A	6,46
Area D	2,27
(iv) Journeyman's assistants:	
Area A	7,04
Area B	3,40
Area C	3,41
Area D	2,45
(v) Machine minders and sawyers:	
Area A	6,57
Area B	3,58
Area C	3,37
Area D	2,51
(vi) Mechanical handling equipment drivers:	
Area A	6,57
Area B	3,58
Area C	3,37
Area D	2,51
(vii) Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Area A	12,10
(viii) Glaziers in joinery shop:	
Area A	11,78
(ix) Watchmen, per six day week:	
Area A	195,47
Area B	120,00
Area C	105,00
Area D	93,22
(x) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.	
(xi) Learners: Wages as fixed by the Council in terms of clause 25.	
(xii) Minors in all trades: Wages as prescribed from time to time for apprentices in the Building Industry.	
(xiii) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:	
Area A	4,61
Area B	2,50
Area C	2,10
Area D	1,85
(xiv) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Area B	6,15
Area C	6,15
Area D	6,80

Klas werknemer en gebied	Per uur R
(ii) Halfgeskoolde werknemers:	
Gebied A	5,07
Gebied B	3,00
Gebied C	2,76
Gebied D	1,94
(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg:	
Gebied A	5,03
Gebied B	2,75
Gebied C	2,64
Gebied D	1,96
meer as 2 722 kg maar hoogstens 4 536 kg:	
Gebied A	5,80
Gebied B	3,40
Gebied C	2,76
Gebied D	2,00
meer as 4 536 kg:	
Gebied A	6,46
Gebied D	2,27
(iv) Ambagsmansassistent:	
Gebied A	7,04
Gebied B	3,40
Gebied C	3,41
Gebied D	2,45
(v) Masjienoppassers en saers:	
Gebied A	6,57
Gebied B	3,58
Gebied C	3,37
Gebied D	2,51
(vi) Drywers van meganiese hanteeruitrusting:	
Gebied A	6,57
Gebied B	3,58
Gebied C	3,37
Gebied D	2,51
(vii) Skrynerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied A	12,10
(viii) Glaswerkers in skrynerwerkwinkel:	
Gebied A	11,78
(ix) Wagte, per week van ses dae:	
Gebied A	195,47
Gebied B	120,00
Gebied C	105,00
Gebied D	93,22
(x) Vakleerlinge: Lone soos voorgeskryf vir vakleerlinge in die Bounywerheid kragtens die Wet op Mannekrasopleiding, 1981.	
(xi) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25.	
(xii) Minderjariges in alle ambagte: Lone soos van tyd tot tyd vir vakleerlinge in die Bounywerheid voorgeskryf.	
(xiii) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Gebied A	4,61
Gebied B	2,50
Gebied C	2,10
Gebied D	1,85
(xiv) Skrynerkers graad A, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied B	6,15
Gebied C	6,15
Gebied D	6,80

Category of employee and area	Per week R
(xv) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Area B.....	5,00
Area C.....	5,00
Area D.....	4,96
(xvi) Grade A glaziers in joinery shop:	
Area B.....	5,30
Area C.....	5,30
Area D.....	6,04
(xvii) Other glaziers in joinery shop:	
Area B.....	5,00
Area C.....	5,00
Area D.....	4,68"

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

"(b) Notwithstanding the provisions of subclause (1), an employer shall be entitled to pay an employee who has not worked all the ordinary hours of work prescribed in clause 6 of Part II of this Agreement in a week, a wage at a rate not less than the following:

(i) Areas B and C: Employees for whom wages are prescribed in subclause (1) (a)(xiv), (xv) and (xviii), a wage rate equal to 7,8 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1);

(ii) Areas B and C: Employees for whom wages are prescribed in subclause (1) (a)(i), (ii), (iii), (iv), (v), (vi) and (xiii), a wage rental equal to 7 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1)."

(3) Insert the following new subclause (7) after subclause (6):

"(7) **Compassionate leave payment in areas A, D, E and F:** (a) An employer shall grant an employee two days' compassionate leave in the aggregate on full remuneration during each period of 12 consecutive months for which the employee is employed by him in the event of the death or serious illness of his legal wife, child or biological parent: Provided that a legal wife shall include a party to a customary union under Black law and custom or to a union recognised as a marriage under the tenets of any Asiatic religion: Provided further that an employee shall qualify for compassionate leave only after he has worked for at least 12 weeks for an employer.

(b) Payment for compassionate leave shall be made on the employee's first pay-day after the expiration of such leave or upon termination of employment if it occurs before such first pay-day.

(c) An employer shall not be bound in terms of paragraph (a) to pay an employee for compassionate leave, unless the employee produces a certificate signed by a registered medical practitioner stating the nature and duration of his wife's child's or parent's illness or produces the original death certificate or a certified copy thereof.

(d) The provisions of paragraphs (a) and (b) shall apply *mutatis mutandis* if an employee is requested to work during the annual leave period prescribed in clause 10.

(e) Any disputes concerning the interpretation, meaning or intention of any of the provisions referred to in this subclause which the employer and the employee are unable to settle shall be referred to the Council for decision. The decision of the Council shall be final and binding on the employer and the employee and the Council shall not be obliged to give reasons for any decision."

Klas werknemer en gebied	Per uur R
(xv) Ander skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied B.....	5,00
Gebied C.....	5,00
Gebied D.....	4,96
(xvi) Glaswerkers graad A in skrynwewinkel:	
Gebied B.....	5,30
Gebied C.....	5,30
Gebied D.....	6,04
(xvii) Ander glaswerkers in skrynwewinkel:	
Gebied B.....	5,00
Gebied C.....	5,00
Gebied D.....	4,68"

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

"(b) Ondanks subklousule (1) is 'n werkgewer daartoe geregtig om 'n werknemer wat nie al die gewone werkure voorgeskryf by klousule 6 van Deel II van hierdie Ooreenkoms in 'n week gewerk het nie, 'n loon te betaal teen minstens die volgende skaal:

(i) Gebiede B en C: Werknemers vir wie lone by subklousule (1) (a) (xiv), (xv) en (xviii) voorgeskryf word, 'n loon gelyk aan 7,8 persent (afgerond tot die naaste hele sent) minder as die loon voorgeskryf by die voorafgaande paragraaf van subklousule (1);

(ii) Gebiede B en C: Werknemers vir wie lone by subklousule (1) (a)(i), (ii), (iii), (iv), (v), (vi) en (xiii) voorgeskryf word, 'n loon gelyk aan 7 persent (afgerond tot die naaste hele sent) minder as die loon voorgeskryf by die voorafgaande paragraaf van subklousule (1)."

(3) Voeg die volgende nuwe subklousule (7) in na subklousule (6):

"(7) **Betaling vir menslikheidsverlof in Gebiede A, D, E en F:** — 'n Werkgewer moet gedurende elke tydperk van 12 agtereenvolgende maande waarin 'n werknemer by hom in diens is, altesaam twee dae menslikheidsverlof met volle besoldiging aan die werknemer toestaan in die geval van die afsterwe of ernstige siekte van sy wettige vrou, kind of biologiese ouer: Met dien verstande dat 'n wettige vrou ook 'n party is in 'n gewoonteverbintenis kragtens Swart reg en gewoonte of in 'n verbintenis wat kragtens die leerstellings van enige Asiërgelof as 'n huwelik erken word: Met dien verstande voorts dat 'n werknemer vir menslikheidsverlof in aanmerking kom slegs nadat hy minstens 12 weke lank vir 'n werkgewer gewerk het.

(b) Betaling vir menslikheidsverlof moet gedoen word op die werknemer se eerste betaaldag na die verstryking van sodanige verlof of by diensbeëindiging indien dit voor sodanige eerste betaaldag geskied.

(c) 'n Werkgewer is nie ingevolge paragraaf (a) daartoe verplig om 'n werknemer vir menslikheidsverlof te betaal nie tensy die werknemer 'n sertifikaat, onderteken deur 'n geregistreerde geneesheer, waarin die aard en duur van sy vrou, kind of ouer se siekte vermeld word, of die oorspronklike doodsertifikaat of 'n gesertifiseerde afdruk daarvan, voorlê.

(d) Die bepalinge van paragrawe (a) en (b) is *mutatis mutandis* van toepassing indien 'n werknemer versoek om gedurende die jaarlikse verloftydperk voorgeskryf by klousule 10 te werk.

(e) Enige geskille oor die vertolking, betekenis of bedoeling van enige van die bepalinge in hierdie subklousule bedoel, wat die werkgewer en die werknemer nie kan skik nie, moet vir beslissing na die Raad verwys word. Die beslissing van die Raad is finaal en bindend vir die werkgewer en die werknemer, en die Raad is nie verplig om redes vir enige beslissing te verstrek nie."

3. CLAUSE 7 OF PART II OF THE FORMER AGREEMENT: OVERTIME

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

"(3) **Payment for overtime:** Any employee who is required to work any time outside the hours as prescribed in clause 6 of Part II of this Agreement shall be paid as follows:

(a) In Area A, subject to the provisions of subclause (5), at one and a third times his hourly rate in respect of each hour or part of an hour for the first five hours of overtime worked from Monday to Friday: Provided that, notwithstanding the Provisions of clause 6 (1) (a) of Part II, an employee shall be paid at overtime rates only after having worked for 43 hours from Monday to Friday;

(b) In Areas B, C and D, subject to the provisions of subclause (5), at one and a third times his hourly wage in respect of each hour or part of an hour for the first five hours of overtime worked from Monday to Friday;

(c) In Areas A, B, C and D, at one and a half times his hourly wage in respect of each hour or part of an hour of overtime worked in excess of the first five hours per week from Monday to Friday and for all time worked on Saturdays; and

(d) In Areas A, B, C and D, at double his hourly wage in respect of each hour or part of an hour of overtime worked on Sundays and compulsory paid holidays prescribed in clause 10 (2) of Part II."

- (2) Substitute the following for subclause (4):

"(4) **Payment for work on certain days (Areas A, B, C and D):** When exemption has been granted from the provisions of clauses 6 and 10 of Part II of this Agreement, an employer shall pay an employee one and a half times his hourly wage, unless otherwise stated in the licence of exemption issued by the Council, in respect of all time worked on such other days (including Saturdays) as may be covered by the annual leave period prescribed in clause 10 (1) (a) of Part II: Provided that the provisions of this subclause shall also apply where no exemption from the provisions of clauses 6 and 10 of Part II of this Agreement has been granted."

- (3) Delete subparagraph (iii) of subclause (5).

4. CLAUSE 10 OF PART II OF THE FORMER AGREEMENT: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

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

"(1) (a) No work shall be performed in the Industry by employers and employees during the periods stated hereunder:

In the Magisterial Districts of Alexandria, Bathurst, Port Elizabeth and Uitenhage, as defined in clause 1 (b):

Between finishing time on 11 December 1992 and starting time on 11 January 1993;

in the Magisterial Districts of Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Mossel Bay, Oudtshoorn, Riversdale and Uniondale, as defined in clause 1 (b):

Between finishing time on 11 December 1992 and starting time on 4 January 1993;

except—

(1) in the case of emergency work, when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime and the circumstances necessitating such overtime;

(ii) in the case where prior written exemption has been obtained from the Council."

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

3. KLOUSULE 7 VAN DEEL II VAN DIE VORIGE OOREENKOMS: OORTYDWERK

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

"(3) **Betaling vir oortyd:** 'n Werknemer van wie vereis word om enige tyd buite die ure voorgeskryf by klousule 6 van Deel II van hierdie Ooreenkoms te werk, moet soos volg betaal word:

(a) In Gebied A, behoudens subklousule (5), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag: Met dien verstande dat, ondanks klousule 6 (1) (a) van Deel II, 'n werknemer teen oortydtarieë betaal word slegs nadat hy 43 uur van Maandag tot Vrydag gewerk het;

(b) In Gebiede B, C en D, behoudens subklousule (5), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag;

(c) In Gebiede A, B, C en D, teen een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur meer oortyd gewerk as die eerste vyf uur per week van Maandag tot Vrydag en vir die hele tyd op Saterdag gewerk; en

(d) In Gebiede A, B, C en D, teen dubbel sy oorloon ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk op Sondag en verpligte vakansiedae met besoldiging by klousule 10 (2) van Deel II voorgeskryf."

- (2) Vervang subklousule (4) deur die volgende:

"(4) **Betaling vir werk op sekere dae (Gebiede A, B, C en D):** Wanneer vrystelling van klousules 6 en 10 van Deel II van hierdie Ooreenkoms verleen is, moet 'n werkgewer 'n werknemer een en 'n half maal sy uurloon betaal, tensy anders vermeld in die vrystellingsertifikaat deur die Raad uitgereik, ten opsigte van die hele tyd gewerk op die ander dae (insluitende Saterdag) wat deel uitmaak van die jaarlikse verloftydperk by klousule 10 (1) (a) van Deel II voorgeskryf: Met dien verstande dat hierdie subklousule ook van toepassing is waar nie vrystelling van klousules 6 en 10 van Deel II van hierdie Ooreenkoms verleen is nie."

- (3) Skrap subparagraaf (iii) van subklousule (5).

4. KLOUSULE 10 VAN DEEL II VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

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

"(1) (a) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedurende die tydperke hieronder vermeld gedoen word nie:

In die landdrostdistrikte Alexandria, Bathurst, Port Elizabeth en Uitenhage, soos in klousule 1 (b) omskryf:

Tussen uitskeityd op 11 Desember 1992 en begintyd op 11 Januarie 1993;

in die landdrostdistrikte Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Mosselbaai, Oudtshoorn, Riversdal en Uniondale, soos in klousule 1 (b) omskryf:

Tussen uitskeityd op 11 Desember 1992 en begintyd op 4 Januarie 1993;

behalwe—

(1) in die geval van noodwerk, in welke geval die werkgewer binne drie dae nadat sodanige oortyd begin is, die Sekretaris van die Raad skriftelik daarvan in kennis moet stel, asook van die omstandighede wat sodanige oortyd noodsaaklik gemaak het;

(ii) in die geval waar skriftelike vrystelling vooraf van die Raad verkry is."

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

5. CLAUSE 13 OF PART II OF THE FORMER AGREEMENT: EMPLOYERS' ORGANISATION LEVY

Substitute the following for clause 13:

"13. EMPLOYERS' ORGANISATION LEVY"

(1) Every employer who is a member of one of the employers' organisations that is a party to this Agreement shall in respect of every employee employed by him pay to the Council the amount prescribed in the constitution of the respective employers' organisation.

(2) Details of the payment referred to in subclause (1) shall be reflected on the form referred to in clause 15 of Part II of this Agreement.

(3) The Council shall each month pay to the Building Industries Association, East Cape, the total amount of contributions collected by it in terms of subclause (1), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council."

6. CLAUSE 15 OF PART II OF THE FORMER AGREEMENT: EMPLOYMENT RETURN FORMS

Substitute the following for clause 15:

"15. EMPLOYMENT RETURN FORMS AND PAYMENT OF CONSOLIDATED STAMP CONTRIBUTIONS"

(1) Every employer to whom the provisions of Part II of this Agreement apply shall every month submit a duly completed employment return form to the Secretary of the Council, showing the full names, the registration number referred to in clause 37 (8) of Part I, the number of stamp contributions, and the value of the stamp contributions paid to every employee for whom wages are prescribed in clause 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (xi), (xiii), (xiv), (xv) and (xvii) of Part II of this Agreement. Every employer shall return the employment return form, together with the amount of the combined stamp contributions referred to in clause 32 of Part I in respect of every category of employee appearing on the employment return form, to the Secretary of the Council not later than the seventh day of the month following that in which the employee was employed. Employment return forms shall be obtained from the Secretary of the Council.

(2) Where an employer to whom the provisions of Part II of this Agreement apply did not employ any employees as specified in subclause (1) during any month, such employer shall nevertheless submit a form before the seventh day of the following month with the words "No employees" written across the form.

7. CLAUSE 17 OF PART II OF THE FORMER AGREEMENT: STORAGE AND PROVISION OF TOOLS

(1) Substitute the following for the heading of clause 17:

"17. INSURANCE AND PROVISION OF TOOLS"

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

"(1) (a) An employer shall insure the tools of an employee referred to in clause 4 (1) (a) (vii), (viii), (xiv), (xv), (xvi) and (xvii) in Areas A and D against loss by fire and/or theft.

(b) If an employee loses his tools as a result of fire and/or theft, the employer shall pay to the employee the value of the tools lost."

Signed at Port Elizabeth, on behalf of the parties, this 26th day of August 1992.

E. A. CILLIERS,
Chairman of the Council.

A. B. CORRALL,
Vice-Chairman of the Council.

V. H. LE ROUX,
General Secretary of the Council.

5. KLOUSULE 13 VAN DEEL II VAN DIE VORIGE OOREENKOMS: HEFFING VIR WERKGEWERSORGANISASIE

Vervang kousule 13 deur die volgende:

"13. HEFFING VIR WERKGEWERSORGANISASIE"

(1) Elke werkgever wat lid is van een van die werkgewersorganisasies wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is aan die Raad die bedrag betaal wat in die konstitusie van daardie werkgewersorganisasie bepaal word.

(2) Besonderhede van die betaling bedoel in subkousule (1) moet verstrek word op die vorm bedoel in kousule 15 van Deel II van hierdie Ooreenkoms.

(3) Die Raad moet elke maand aan die Building Industries Association, East Cape, die totale bedrag betaal van bydraes deur hom ingevolge subkousule (1) ingevorder, min invorderingsgeld van 2½ persent, welke bedrag aan die algemene fondse van die Raad toeval."

6. KLOUSULE 15 VAN DEEL II VAN DIE VORIGE OOREENKOMS: DIENSOPGAWEVORMS

Vervang kousule 15 deur die volgende:

"15. DIENSOPGAWEVORMS EN BETALING VAN GEKONSOLIDEERDE SEËLBYDRAES"

(1) Elke werkgever op wie die bepalings van Deel II van hierdie Ooreenkoms van toepassing is, moet elke maand by die Sekretaris van die Raad 'n behoorlik ingevulde diensopgaweform indien waarin vermeld word die volle name, die registrasienumer bedoel in kousule 37 (8) van Deel I, die getal seëlbydraes en die waarde van die seëlbydraes wat betaal is aan elke werknemer vir wie lone by kousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (xi), (xiii), (xiv) (xv) en (xvii) en Deel II van hierdie Ooreenkoms voorgeskryf word. Elke werkgever moet die diensopgaweform, tesame met die bedrag van die gekombineerde seëlbydraes bedoel in kousule 32 van Deel I ten opsigte van elke klas werknemer wat op die diensopgaweform verskyn, aan die Sekretaris van die Raad besorg voor of op die sewende dag van die maand wat volg op dié waarin die werknemer in diens was. Diensopgaweforms moet by die Sekretaris van die Raad verkry word.

(2) Waar 'n werkgever op wie die bepalings van Deel II van hierdie Ooreenkoms van toepassing is, nie werknemers soos in subkousule (1) vermeld, gedurende enige maand in diens gehad nie, moet sodanige werkgever nogtans 'n vorm voor die sewende dag van die volgende maand indien met die woord "Geen werknemers" oor die vorm heen geskryf."

7. KLOUSULE 17 VAN DEEL II VAN DIE VORIGE OOREENKOMS: BEWARING EN VERSKAFFING VAN GEREEDSKAP

(1) Vervang die opskrif van kousule 17 deur die volgende:

"17. VERSEKERING EN VERSKAFFING VAN GEREEDSKAP"

(2) Vervang subkousule (1) (a) en (b) deur die volgende:

"(1) (a) 'n Werkgever moet die gereedskap van 'n werknemer bedoel in kousule 4 (1) (a) (vii), (viii), (xiv), (xv), (xvi) en (xvii) in Gebiede A en D teen verlies weens brand en/of diefstal verseker.

(b) Indien 'n werknemer sy gereedskap as gevolg van brand en/of diefstal verloor, moet die werkgever die waarde van die verlore gereedskap aan die werknemer uitbetaal."

Namens die partye, op hede die 26ste dag van Augustus 1992 te Port Elizabeth onderteken.

E. A. CILLIERS,
Voorsitter van die Raad.

A. B. CORRALL,
Ondervoorsitter van die Raad.

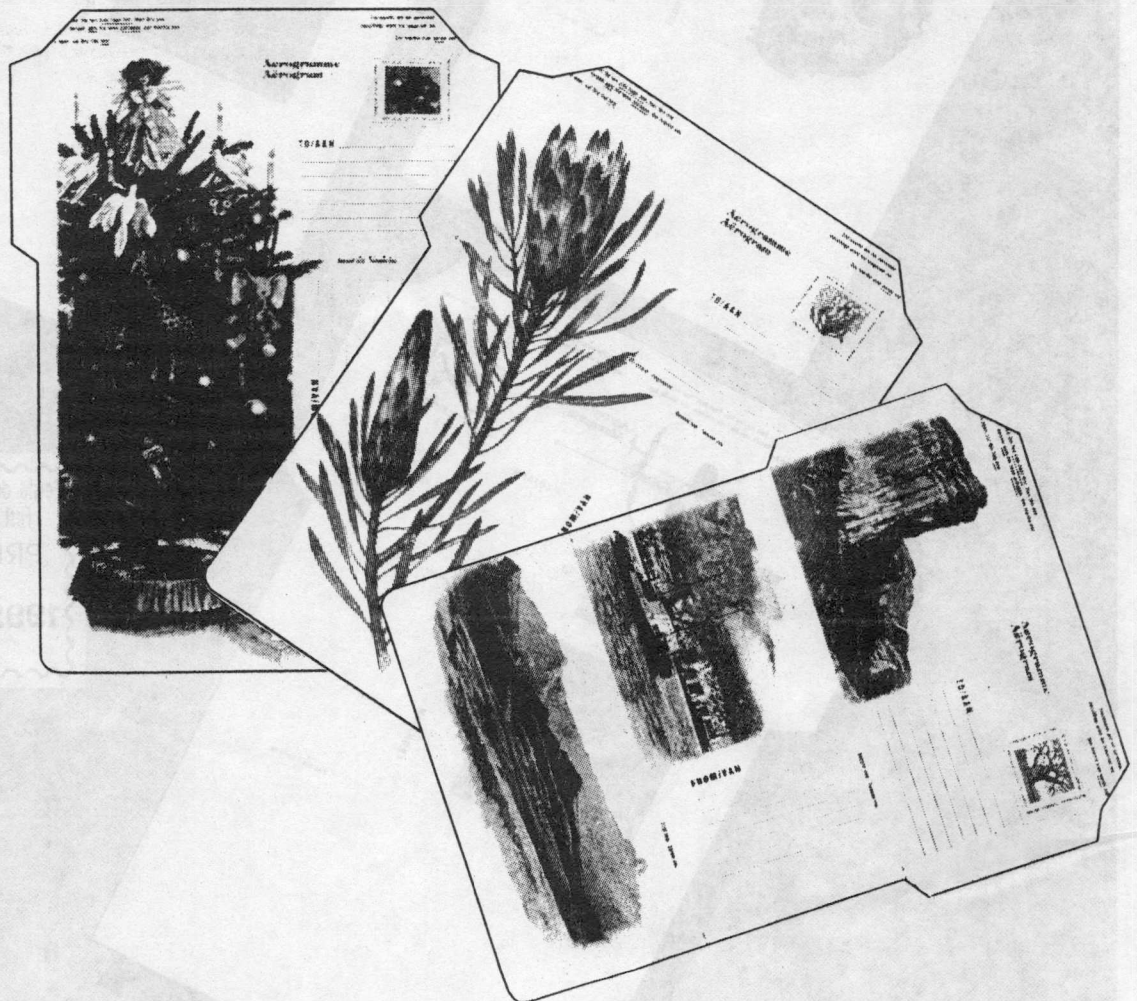
V. H. LE ROUX,
Hoofsekretaris van die Raad.

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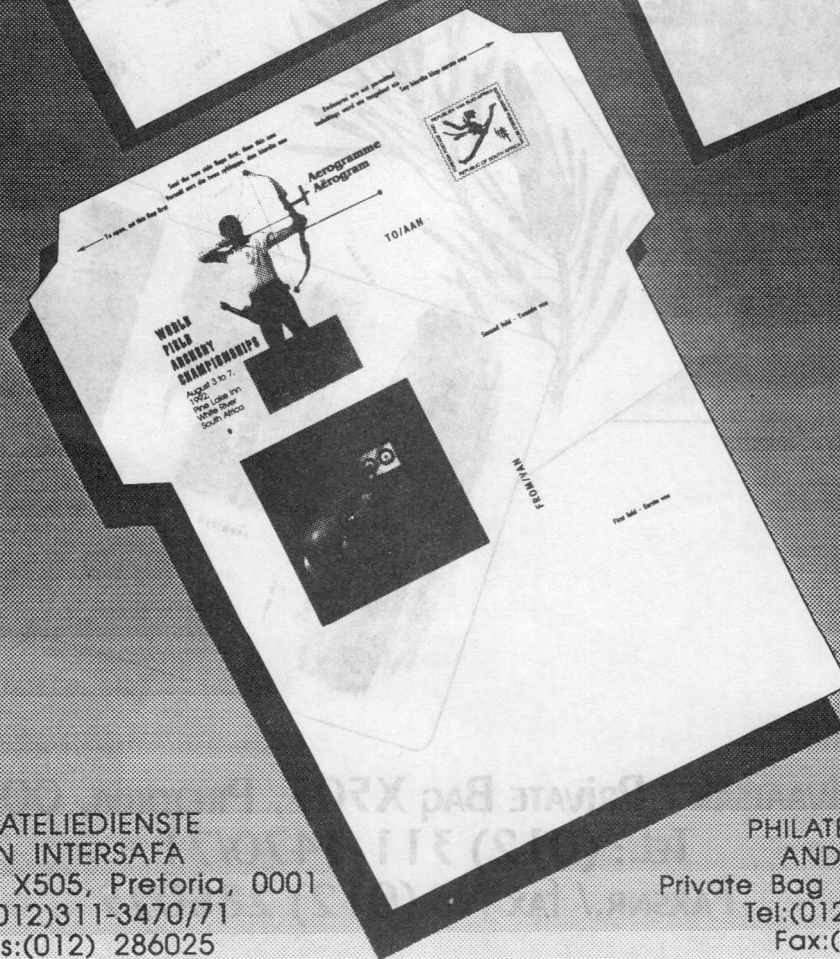
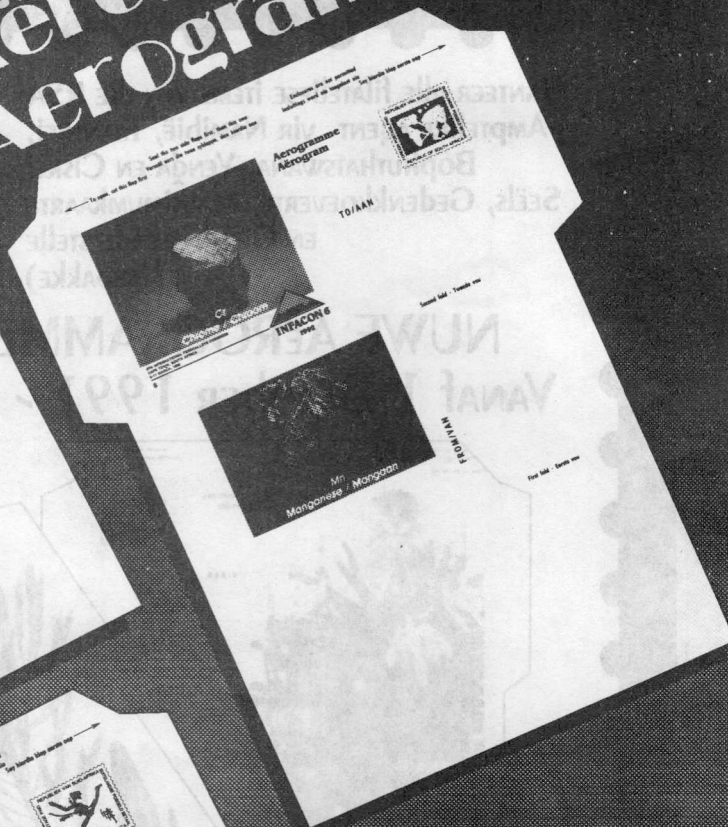
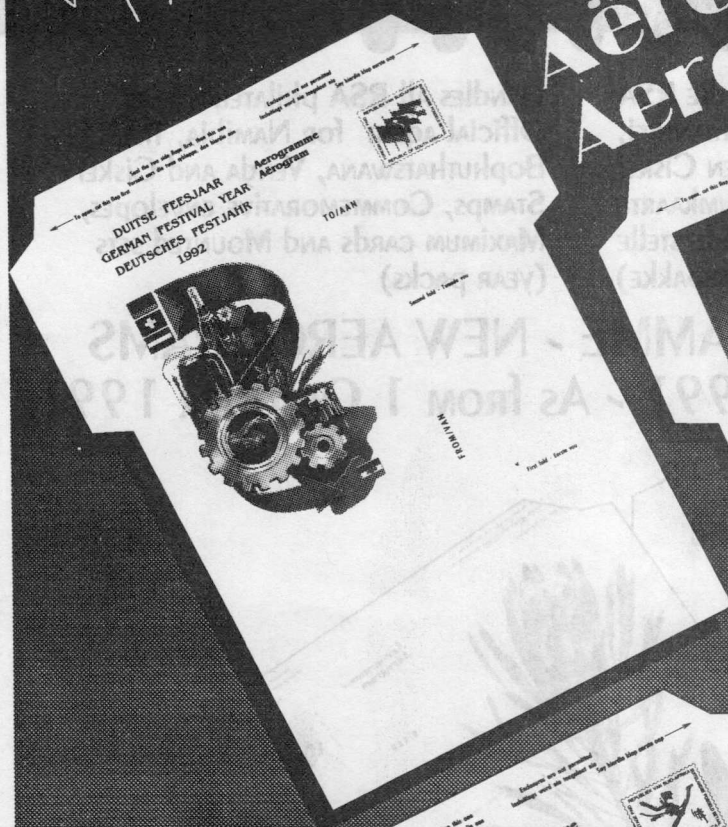
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