

CONSTRUCTION — LABOUR

1990.

## Labour brokers in spotlight over 'poaching'

GRAHAME RUSH

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

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

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

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

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

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

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

## NDS loaded with more companies

MELANIE SERGEANT

## UNION MAN TIPPED FOR AGRICULTURE MINISTER

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

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

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

The National Agricultural Union of Namibia is an apolitical body.

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

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

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

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

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

## Pilot 'provoked race incident'

MICHAEL HARTNACK

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

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

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

NATAL



# All roads leading to civil engineering cut-backs

B/pan  
30/1/90

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BRENT MELVILLE

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

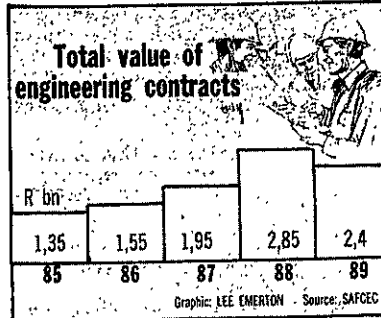
After starting the year with bulging order books and contracts heightening expectations of a revival, the business mood of the R5bn a year industry had been severely eroded during the last half of 1989, an industry spokesman said.

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

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

December's total of R220m (R215m) — consisting of 150 contracts — brings the total value to R2,4bn, a 16% drop from the 1988 total of R2,85bn.

Safcec executive director Kees Lagaay said as Safcec was notified of only about 60%-65% of public and private sector awards, the figure could be close-



er to R4,0bn (R4,8bn).

The December total consisted of 40 road contracts totalling R71m (December 1988 — 87,5m), 30 contracts for township roads and internal services worth R55m (R62,5m), 40 water and sewerage contracts worth R55m (R28m).

All other contracts totalled R40m (34,9m).

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

First half figures were at R2,3bn — an inflation-adjusted increase of 12,5%

over 1988.

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

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

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

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

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

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

Another worry was the possibility of retrenchments for between 8 000 and 10 000 of the industry's 95 000-strong labour force.

# Building site strikers stone police, cars

By Jacqueline Myburgh

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

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

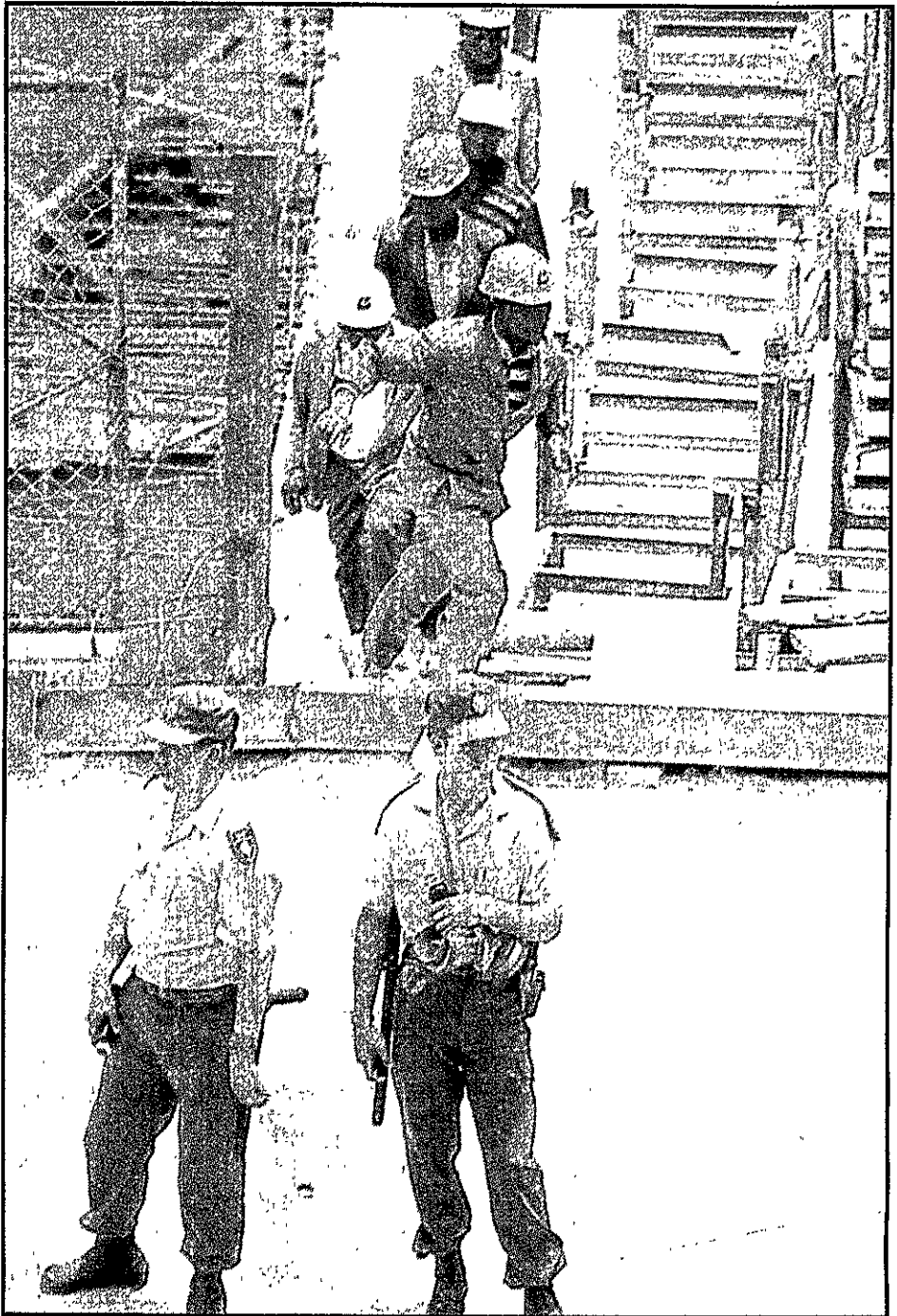
Police arrested one attacker and were pelted with stones by strikers.

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

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

Riot police arrived on the scene and the crowd dispersed.

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



# Murder of boy, aunt: arrest made

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

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

Armed police protect new recruits, who started work at a R46-million office development in Johannesburg yesterday, from angry workers who were fired last year after a dispute over overtime and annual bonuses. ● Picture by Ken Oosterbroek.

STAK 5/2/90 (33)

## Building slide likely to continue

By Frank Jeans

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

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

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

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

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

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

Nevertheless, there remains the major problem of stayaway action.

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

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

# Cornered guard guns down labour protester <sup>AR6W 13/2/70</sup> (33)

The Argus Correspondent

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

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

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

The dead man has not been identified.

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

in Pritchard Street.

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

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

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

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

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

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

# Retrenchment: <sup>AR645</sup> <sup>15/2/90</sup> 33 Workers' win case

By DAVID YUTAR, Labour Reporter

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

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

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

Failure to do so constituted an unfair labour practice.

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

The company refused to pay severance benefits.

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

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

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

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

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

"It should provide welcome relief to employees in the building industry which on account of its cyclical nature is subject to frequent retrenchments."

# Upgrade for engineers

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51 Times 18/2/90 33  
**SUCCESSFUL countries are those that can compete industrially and technologically in an international free-trade area.**

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

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

"In rich countries engineering is recognised as being a prime mover in wealth and job creation and engineer-

ing education is treated as a national priority."

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

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

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

Improvements in the scope of engineering education are also high on the faculty's agenda. Professor Kemp says one move in this direction is the development of an optional M Eng qualifi-

cation after the four-year degree.

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

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

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

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


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## Skilled labour training drive faces collapse

Argus 8/2/90 23  
The Argus Correspondent

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

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

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

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

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

The threat to the fund follows questions over the viability of Mossel Bay and the cancellation of other synfuel projects, including Gencor's oil-from-torbanite and AECI's coal-gasification schemes.

# Joining forces to get to grips with high inflation

B/day 12/3/90

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

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

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

and productivity of the industry.

"Training to upgrade the skills of people in the industry is essential," he says.

"It is estimated the formal building industry employs about 200 000 site workers.

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

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

grade the skills of established workers.

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

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

The impact of this sector is borne out by the experience of leading brick manufacturers, who measure their average order in hundreds — as compared with the tens of thousands which was the norm in the past.

Recognising the importance of the informal sector, Bifsa is introducing courses to meet their needs at various levels.

## Maintained

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

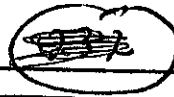
"Increases should not be imposed as a matter of course merely because we operate in an inflationary environment and because there is no competition to control them.

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

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

Fraser says the only way to cushion the effect of this is to increase the efficiency





## DEREGULATION MOVES

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

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

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

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

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

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

# SBDC to spend R40m of its grant on job creation

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THEO RAWANA

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

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

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

One of the job creation projects was the Support Fund, established to help businesses out of financial trouble. "Since March 1985 this fund has granted 2 035 loans worth R92,2m and created 41 600 job opportunities," Tarr said.

The Small Builders' Bridging Fund for small builders had given 5 058 loans to date worth R105,1m, creating 86 000 jobs. *blbany 16/3/90*

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

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

## Strikers ordered to stay away from building site

### Supreme Court Reporter

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

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

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

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

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

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

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

W/Mand 1/4 - 11/4/90

## Mossgas hit ~~by~~ by big strike ~~by~~

By JUSTICE SIGONYELA

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

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

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

# Mossgas strike ends but talks <sup>ARCUS</sup> continue <sub>5/4/60</sub>

Staff Reporter <sup>33</sup>

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

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

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

## UNDER CONTROL

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

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

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

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

On Monday worker representatives and employers held negotiations which were stalled.

## Call for plan to boost technical skills training

CML - 11/4/90

# Critical shortage of engineers in SA

AUDREY D'ANGELO  
Financial Editor

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

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

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

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

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

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

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

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

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

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

"The nations that are prosperous are making a

serious commitment to technology and developing themselves.

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

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

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

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

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

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

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

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

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

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

# Satisfaction is key, says consultant

## Building trust among potential home buyers

By SY  
MAKARINGE

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

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

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

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

### Invasion

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

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

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

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

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

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

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

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

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

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

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

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



JOSIAS LEGODI

negotiations  
panies and the Western Cape re-  
gion of the Metal and Electrical

## Handymen stop work

From MAKHAYA MANI

ABOUT 105 Oudtshoorn handymen this week downed tools to demand higher wages and the right to join the union of their choice. *Small 10/5-16/5/90*

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

The strikers are demanding a R5-an-hour increase for trainee plumbers and R4,50 for other workers. (3.3) (3.3) (3.3)

The present rate of pay is R1,24.

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

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

The company manager has refused to meet with the strikers.

Tablet...



# Strikes hit Coke construction firms

South 3015-616190

ABOUT 300 construction workers downed tools at several building sites in Cape Town this week to demand that their employer negotiate retrenchments with their union.

The workers, members of the Black Construction and Allied Workers Union (Bcauw), went on strike on Monday at about 10 sites where Resnekov and Nielsen Building and Engineering are doing contract work.

Another major strike in Cape Town this week brought Coca Cola deliveries close to a standstill.

Workers at Peninsula Beverages, bottlers of Coca Cola, in Athlone and Parow Industria downed tools in support of wage demands.

A worker spokesperson said they wanted a minimum wage of R350 a week. Workers presently earned R230.

A spokesperson for the Food and Allied Workers' Union said the union was busy signing up members at the Parow depot.

Company spokesperson Mr Bryan Morse said about 80 workers were on strike at the Parow plant.

Morse said strikers at Athlone had returned to work. The strike only affected truckhands, and not production staff.

He said no deliveries were presently taking place.

About 1400 workers dismissed from a Woodstock frozen food factory last week after a strike over wage demands returned to work this week.

A spokesperson for the Food and Allied Workers' Union said Irvin & Johnson had agreed to reinstate workers dismissed for taking unprocedural industrial action.

A two-week strike by about 600 members of the Chemical Workers' Industrial Union (CWIU) at the Continental China factories in Atlantis and Blackheath ended this week after workers accepted the company's offer of R4,45.

A strike by about 120 CWIU members at Price's Candles in Observatory and in East London is continuing.

CWIU members at several offshore oilrigs operated by Soplelog decided to suspend strike action pending a meeting with management next week.



BACK TO WORK: Strikers outside the Continental China factory in Atlantis

**KENNISGEWING 480 VAN 1990**

**DEPARTEMENT VAN OPENBARE WERKE EN GRONDSAKE**

**DIE WET OP PROFESSIONELE INGENIEURS, 1968 (WET No. 81 VAN 1968)**

**WYSIGING VAN GELDETARIEF**

Kragtens artikel 7 (6) van die Wet op Professionele Ingenieurs, 1968 (Wet No. 81 van 1968), maak ek George Shepstone Bartlett, Minister van Openbare Werke en Grondsake, hierby bekend dat ek, na oorweging en goedkeuring van 'n ter sake dienende aanbeveling van die Suid-Afrikaanse Raad vir Professionele Ingenieurs, kragtens artikel 7 (3) (b) van genoemde Wet die voorsiening in die Bylae hiervan gemaak het.

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

**BYLAE**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 1113 van 11 Junie 1982 soos gewysig by Goewermentskennisgewings Nos. R. 1638 van 30 Julie 1982, R. 1497 van 8 Julie 1983, R. 2396 van 2 November 1984, R. 1737 van 22 Augustus 1986 en R. 2590 van 23 Desember 1988.

2. Regulasies 2 van die regulasies word hierby gewysig—

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

**"SIVIELE EN STRUKTURELE INGENIEURSDIENSTE.**

Die gelde vir die siviele en strikturale ingenieursdienste is soos volg:";

(b) deur regulasie 2.3.1.1.1 deur die volgende regulasie te vervang:

**"BASIESE GELDE**

Indien die koste van die werke		is die gelde die som van die primêre gelde genoem in kolom 3 en die sekondêre gelde bereken ingevolge kolom 4	
meer is as— (kolom 1)	maar nie meer is nie as— (kolom 2)	Primêre gelde (kolom 3)	Sekondêre gelde: Bereken op die totale koste van die werke teen die volgende persentasies (kolom 4)
R	R	R	%
0	260 000	800	10,00
260 000	475 000	3 400	9,00
475 000	715 000	5 775	8,50
715 000	1 070 000	9 350	8,00
1 070 000	1 785 000	14 700	7,50
1 785 000	2 975 000	23 625	7,00
2 975 000	4 760 000	38 500	6,50
4 760 000	7 140 000	62 300	6,00
7 140 000	13 090 000	98 000	5,50
13 090 000	22 420 000	163 450	5,00
21 420 000	30 940 000	270 550	4,50
30 940 000	52 360 000	347 900	4,25
52 360 000	hoër	478 800	4,00";

**NOTICE 480 OF 1990**

**DEPARTMENT OF PUBLIC WORKS AND LAND AFFAIRS**

**PROFESSIONAL ENGINEERS' ACT, 1968 (ACT No. 81 OF 1968)**

**AMENDMENT OF TARIFF OF FEES**

In terms of section 7 (6) of the Professional Engineers' Act, 1968 (Act No. 81 of 1968), I, George Shepstone Bartlett, Minister of Public Works and Land Affairs, hereby make known that, after consideration and approval of a relevant recommendation of the South African Council for Professional Engineers, I have in terms of section 7 (3) (b) of the said Act, made the provisions in the Schedule hereto.

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

**SCHEDULE**

1. In this Schedule "the Regulations" means the regulations promulgated under Government Notice No. R. 1113 of 11 June 1982, as amended by Government Notices Nos. R. 1638 of 30 July 1982, R. 1497 of 8 July 1983, R. 2396 of 2 November 1984, R. 1737 of 22 August 1986 and R. 2590 of 23 December 1988.

2. Regulation 2 of the Regulations is hereby amended—

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

**"CIVIL AND STRUCTURAL ENGINEERING SERVICES**

The fees for the civil and structural engineering services shall be calculated as follows:";

(b) by the substitution for regulation 2.3.1.1.1 of the following regulation:

**"BASIC FEES**

Where the costs of the works—		the fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4	
exceeds— (column 1)	but does not exceed— (column 2)	Primary fees (column 3)	Secondary fees: Calculated on the total cost of the works at the following percentages (column 4)
R	R	R	%
0	260 000	800	10,00
260 000	475 000	3 400	9,00
475 000	715 000	5 775	8,50
715 000	1 070 000	9 350	8,00
1 070 000	1 785 000	14 700	7,50
1 785 000	2 975 000	23 625	7,00
2 975 000	4 760 000	38 500	6,50
4 760 000	7 140 000	62 300	6,00
7 140 000	13 090 000	98 000	5,50
13 090 000	22 420 000	163 450	5,00
21 420 000	30 940 000	270 550	4,50
30 940 000	52 360 000	347 900	4,25
52 360 000	hoër	478 800	4,00";

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

"Indien die koste van die gewapendebetongedeelte van die werke tesame met die koste van die betrokke deel van die voorlopige en algemene items—		is die bykomende gelde die som van die primêre gelde gemeld in kolom 3 en die sekondêre gelde bereken ingevolge kolom 4	
meer is as—	maar nie meer is nie as—	Primêre gelde—	Sekondêre gelde: Bereken op die totale koste van die gewapendebetongedeelte van die werke teen die volgende persentasies
(kolom 1)	(kolom 2)	(kolom 3)	(kolom 4)
R	R	R	%
0	2 620 000	0	3,25
2 620 000	3 925 000	6 550	3,00
3 925 000	5 235 000	16 262	2,75
5 235 000	8 805 000	29 450	2,50
8 805 000	13 090 000	73 475	2,00
13 090 000	hoër	138 925	1,50";

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

"Indien die spoorbaanlengte—		is die gelde die som van die primêre gelde gemeld in kolom 3 en die sekondêre gelde bereken ingevolge kolom 4	
langer is as—	maar nie langer is nie as—	Primêre gelde	Tarif vir sekondêre gelde bereken op die totale spoorbaanlengte
(kolom 1)	(kolom 2)	(kolom 3)	(kolom 4)
m	m	R	R/m
0	500	350	6,88
500	1 000	1 720	4,14
1 000	2 000	2 370	3,49
2 000	3 000	3 170	3,09
3 000	5 000	4 190	2,75
5 000	10 000	5 990	2,39
10 000	20 000	9 190	2,07
20 000	50 000	15 790	1,74
50 000	hoër	34 290	1,37";

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

**"MEGANIESE EN ELEKTRIESE INGENIEURSDIENSTE.**

Die gelde vir die meganiese ingenieursdienste is soos volg:

Indien die koste van die werke—		is die gelde die som van die primêre gelde gemeld in kolom 3 en die sekondêre gelde bereken ingevolge kolom 4	
meer is as—	maar nie meer is nie as	Primêre gelde	Sekondêre gelde: Bereken op die totale koste van die werke teen die volgende persentasies
(kolom 1)	(kolom 2)	(kolom 3)	(kolom 4)
R	R	R	%
0	260 000	850	10,00
260 000	425 000	3 450	9,00
425 000	650 000	5 575	8,50
650 000	1 080 000	8 825	8,00
1 080 000	1 725 000	14 225	7,50
1 725 000	3 020 000	22 850	7,00
3 020 000	432 000	37 950	6,50
4 320 000	6 490 000	59 550	6,00
6 490 000	15 105 000	92 000	5,50
15 105 000	hoër	167 525	5,00;

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

"Where the cost of the reinforced concrete portion of the works including the cost of the relevant proportion of the preliminary and general items—		the additional fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4	
exceeds—	but does not exceed—	Primary fees—	Secondary fees: Calculated on the total cost of the reinforced concrete portion of the works at the following percentages
(column 1)	(column 2)	(column 3)	(column 4)
R	R	R	%
0	2 620 000	0	3,25
2 620 000	3 925 000	6 550	3,00
3 925 000	5 235 000	16 262	2,75
5 235 000	8 805 000	29 450	2,50
8 805 000	13 090 000	73 475	2,00
13 090 000	higher	138 925	1,50";

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

"Where the length of track—		the fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4	
exceeds—	but does not exceed—	Primary fees	Rate of secondary fees calculated on the total length of the track
(column 1)	(column 2)	(column 3)	(column 4)
m	m	R	R/m
0	500	350	6,88
500	1 000	1 720	4,14
1 000	2 000	2 370	3,49
2 000	3 000	3 170	3,09
3 000	5 000	4 190	2,75
5 000	10 000	5 990	2,39
10 000	20 000	9 190	2,07
20 000	50 000	15 790	1,74
50 000	higher	34 290	1,37";

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

**"MECHANICAL AND ELECTRICAL ENGINEERING SERVICES.**

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

Where the cost of the works—		the fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4	
exceeds—	but does not exceed—	Primary fees	Secondary fees: Calculated on the total cost of the works at the following percentages
(column 1)	(column 2)	(column 3)	(column 4)
R	R	R	%
0	260 000	850	10,00
260 000	425 000	3 450	9,00
425 000	650 000	5 575	8,50
650 000	1 080 000	8 825	8,00
1 080 000	1 725 000	14 225	7,50
1 725 000	3 020 000	22 850	7,00
3 020 000	432 000	37 950	6,50
4 320 000	6 490 000	59 550	6,00
6 490 000	15 105 000	92 000	5,50
15 105 000	higher	167 525	5,00;

Die gelde vir die elektriese ingenieursdienste is soos volg:

"Indien die koste van die werke—		is die gelde die som van die primêre gelde gemeld in kolom 3 en die sekondêre gelde bereken ingevolge kolom 4	
meer is as—	maar nie meer is nie as—	Primêre gelde	Sekondêre gelde: Bereken op die totale koste van die werke teen die volgende persentasies
(kolom 1)	(kolom 2)	(kolom 3)	(kolom 4)
R	R	R	%
0	255 000	850	10,00
255 000	415 000	850	9,00
415 000	630 000	5 475	8,50
630 000	1 050 000	8 625	8,00
1 050 000	1 685 000	13 875	7,50
1 685 000	2 945 000	22 300	7,00
2 945 000	4 210 000	37 025	6,50
4 210 000	6 325 000	58 075	6,00
6 325 000	1 472 000	89 700	5,50
1 472 000	hoër	163 300	5,00".

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

**"STRUKTURELE EN SIVIELE INGENIEURSDIENSTE IN VERBAND MET BOU-PROJEKTE.**

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

"Indien die koste van die werke—		is die gelde die som van die primêre gelde gemeld in kolom 3 en die sekondêre gelde bereken ingevolge kolom 4	
meer is as—	maar nie meer is nie as—	Primêre gelde	Sekondêre gelde: Bereken op die totale koste van die werke teen die volgende persentasies
(kolom 1)	(kolom 2)	(kolom 3)	(kolom 4)
R	R	R	%
0	260 000	850	10,00
260 000	525 000	3 450	9,00
525 000	13 100 000	8 700	8,00
1 310 000	2 620 000	15 250	7,50
2 620 000	5 235 000	28 350	7,00
5 235 000	13 090 000	54 525	6,50
13 090 000	hoër	119 975	6,00".

4. Regulasie 4 van die Regulasies word hierby gewysig—

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

**"MEGANIESE EN ELEKTRIESE INGENIEURSDIENSTE**

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

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

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

"Where the cost of the works—		the fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4	
exceeds—	but does not exceed—	Primary fees	Secondary fees: Calculated on the total cost of the works at the following percentages
(column 1)	(column 2)	(column 3)	(column 4)
R	R	R	%
0	255 000	850	10,00
255 000	415 000	3 400	9,00
415 000	1 050 000	8 625	8,00
630 000	1 685 000	13 875	7,50
1 050 000	2 945 000	22 300	7,00
1 685 000	4 210 000	37 025	6,50
2 945 000	6 325 000	58 075	6,00
4 210 000	14 720 000	89 700	5,50
6 325 000	higher	163 300	5,00".

3. Regulation 3 of the Regulations is hereby amended by the substitution for regulation 3.3.1.1 of the following regulation:

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

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

"Where the cost of the works—		the fees shall be the sum of the primary fees stated in column 3 and the secondary fees calculated in terms of column 4	
exceeds—	but does not exceed—	Primary fees	Secondary fees: Calculated on the total cost of the works at the following percentages
(column 1)	(column 2)	(column 3)	(column 4)
R	R	R	%
0	260 000	850	10,00
260 000	525 000	3 450	9,00
525 000	13 100 000	8 700	8,00
1 310 000	2 620 000	15 250	7,50
2 620 000	5 235 000	28 350	7,00
5 235 000	13 090 000	54 525	6,50
13 090 000	higher	119 975	6,00".

4. Regulation 4 of the Regulations is hereby amended—

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

**"MECHANICAL AND ELECTRICAL ENGINEERING SERVICES**

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

(b) by the substitution for regulation 4.3.1.1.1 of the following regulation:



# Mobsters attack civil engineering projects

ANC 2/7/90

33

The Argus Correspondent

DURBAN. — Development in Natal's townships is grinding to a halt and already 3 000 jobs in the civil engineering industry are on the line as marauding mobsters make it "virtually impossible" for contractors to work.

"Anarchy prevails," the South African Federation of Civil Engineering Contractors (SAFCEC) claimed last week. It said no responsible manager of a contracting company would expect an employee to

work on a construction site where he is open to intimidation and violence, and where his life is in danger.

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

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

Not surprisingly many contractors are no longer quoting

for jobs in unrest areas, but with cuts in budgets there is little other work for them.

Some highlights of the seriousness of the situation include:

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

- The recent death of a driver of an earth-moving machine instructed at gunpoint by two men to knock down the wall of a bottle store, which was then looted. The men cut off the driver's legs and necklaced

him. The earth-moving machine, worth about R300 000, was set alight; and,

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

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

But this has not allayed fears among workers in the industry.



CITY

# Health hazard closes garage

## Renovation involving asbestos called to a halt

By JOHN YEILD  
Environment Reporter

CAPE TOWN'S health department and Department of Manpower inspectors have stopped a renovation project at a city parking garage because highly dangerous blue asbestos fibres were exposed.

The presence of the asbestos was reported by specialist consultant Mr Kim Higgins, who told The Argus that the Prestwick Street garage "should have been closed from day one" until all the asbestos had been removed.

### Monitors sites

Mr Higgins and The Argus both alerted the city council's health department which sent an inspector to the garage. The Department of Manpower, which is responsible for monitoring health at work sites, was advised in turn.

The department's inspectors closed the garage to the public last week and will supervise all further work there.

This was confirmed by Dr Johan van Rensburg of the council's health department.

"There are new regulations in connection with the use of asbestos in industry and these are administered by the Department of Manpower," he said.

The dangers posed by asbestos were well-known, he added. Asbestos fibres lodged in the lungs when inhaled and commonly caused asbestosis, which affected breathing and which could cause malignancies.

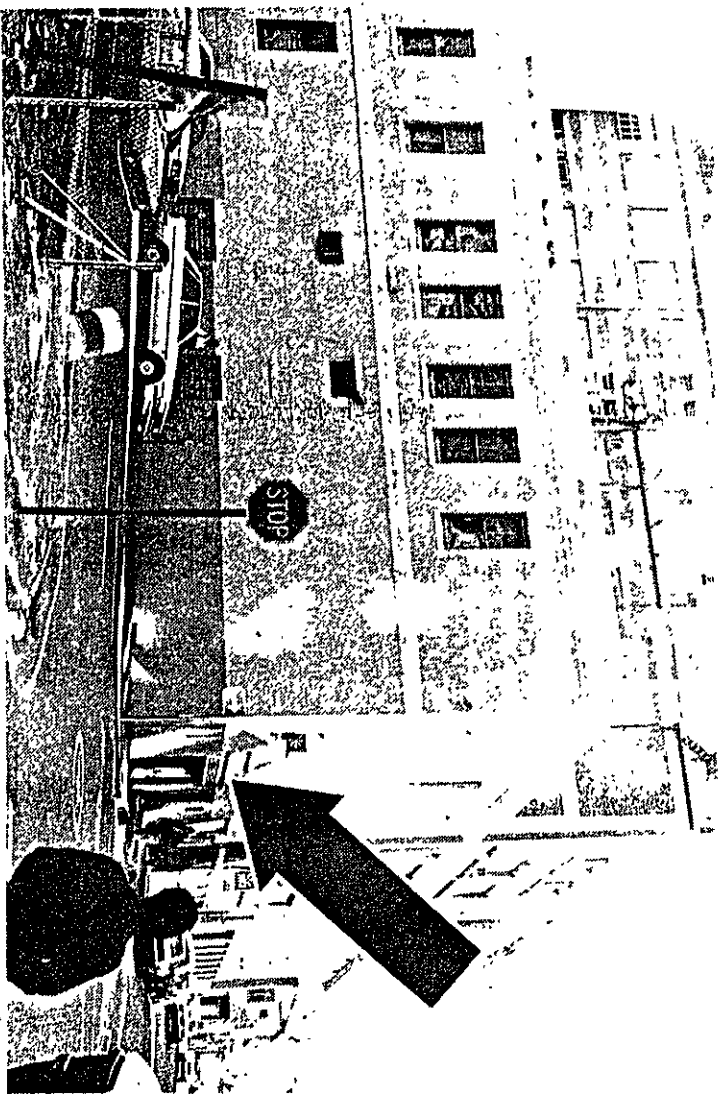
"Unfortunately, it can occur many years later — sometimes as long as 40 years — and can cause the development of tumours. It has to be treated with great respect," he said.

Mr Higgins, an asbestos specialist with a Cape Town firm who recently returned from an extended trip overseas to learn the asbestos removal business, said blue asbestos was the most lethal form of the substance.

### Invisible fibres

Workers at the parking garage, who had been skimming over the asbestos should have worn protective clothing, used breathing apparatus and had proper decontamination facilities.

"There have been cases in the United States of families of workers developing asbestosis just from being in contact with



**OFFENDING SITE:** The building at the corner of Loop and Prestwick streets where reconstruction work in the basement parking garage was halted to deal with exposed asbestos fibres.

contaminated clothing," he said.

The site also should have been encapsulated and continuous air monitoring done.

"It's not actually the fibres you can see that are so dangerous — it's the minute fibres in the air that you can't see that

are the problem," explained Mr Higgins.

In the United States and other overseas countries, tough regulations governing the removal or exposure of asbestos were enforced. In three years' time, all asbestos insulation would have been removed from

buildings in the US and properly disposed of, he predicted.

He also warned that several other sites in Cape Town where asbestos was exposed were unprotected.

He appealed to people to contact reputable firms to deal with asbestos.

CML Tays 4/8/90 (12) 33  
**Mossgas strike probe**

NEGOTIATIONS to establish the cause of a two-day mass strike by 9 000 workers at the Mossgas refinery site near Mossel Bay began yesterday, according to Mossgas spokeswoman Ms Denise Gee. The workers, who had vacated the site at noon yesterday, as was usually the case during the bi-weekly contractors' weekend, were not employed by Mossgas, but worked for contractors involved with the construction of the refinery plant, she said. The situation was calm and no incidents had been reported. — Sapa

## Mossgas workers strike

*Call 7014 11/19/90* *(123)*  
WORK at the Mossgas refinery ground to a halt shortly after lunchtime yesterday when an estimated 9 000 workers downed tools for the second time in a week, upsetting talks to resolve a dispute over accommodation and wages.

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

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

Dissatisfaction with their accommodation prompted about 500 civil engineering workers to stage a wildcat stoppage last Thursday. The entire workforce was involved and the plant was paralysed for 3½ days. — Sapa





Workers on a new highrise building in the city centre take a break for a bite to eat. The World Health Organisation estimates that one in three new buildings become breeding grounds for Sick Building Syndrome.

## Disease breeds in third of all new buildings

By MOKGADI PELA

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

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

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

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

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

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

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

### Productivity affected

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

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

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

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

She said unless the problem was solved the economic loss to the industry would be incalculable.

AUGUST 19.

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# Construction workers to get 20pc pay rise

By DAVID YUTAR  
Staff Reporter

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

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

Basic pay for general workers is up by 19,4 percent from R2,93 to R3,50 an hour. Artisans' hourly pay goes up 15 percent from R7,15 to R8,35.

But the 25c travelling allowance, previously shown separately, is to be added. For general workers this means R3,75 an hour and for artisans R8,60.

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

Pension contributions will in future be based on a 52 week year rather than 49 weeks as in the past.

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

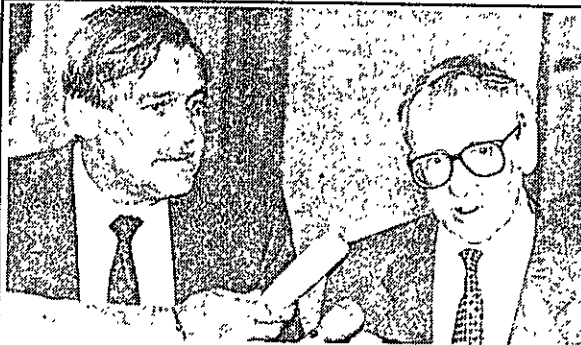
One of the most important of these is the so-called productivity criteria which applies to specific trade tests and which is regarded as crucial.

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

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

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

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



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

## End to sanctions nearer — Cohen

The Argus Correspondent

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

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

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

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

### FULFILLED

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

Since arriving in the country on Sunday, Mr Cohen has met several cabinet ministers, including Finance Minister Mr Barend du Plessis, Justice Minister Mr Kobie Coetsee and Constitutional Development Minister Dr Gerrit Viljoen, as

well as African National Congress representatives.

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

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

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

### FIRST HAND

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

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

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

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

## Immunity appeal



# INVESTIGATING A HORNET'S NEST

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

As in the Soviet Union and eastern Europe, farmers have become the victims of



De Villiers



Tager

a socialist system devised originally to "protect" them against the vagaries of the market. And they dare not complain too loudly, as they lay themselves open to victimisation by the all-powerful co-op managements.

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

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

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

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

Economic Co-ordination & Restructuring Minister Wim de Villiers has also received a copy of the board's report and has been asked to look into applying the

deregulatory powers contained in the Temporary Removal of Restrictions on Economic Activities Act. And the Agricultural Economics Liaison Committee, comprising Agriculture, Treasury and Land Bank officials, is also looking at co-ops.

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

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

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

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

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

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

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

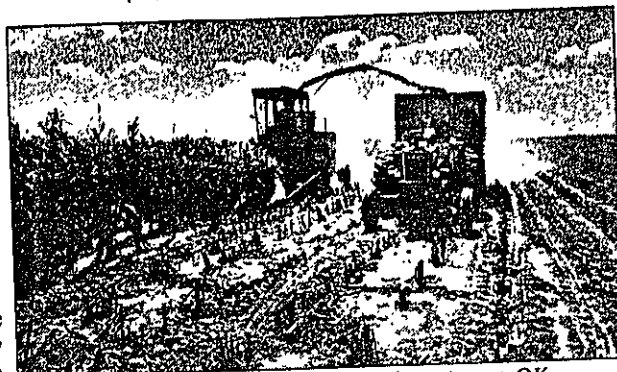
- In the case of tobacco producers, the Marketing Act has allowed a system in which sales can be handled only by the Tobacco Board — unlike "socialist" Zimbabwe, where tobacco farmers freely sell their produce to buyers from across the globe at the open Harare auctions. With co-ops acting as agents for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

- Under a ruling by a previous agriculture minister, only the Klein Karoo Ko-op (KKK) at Oudtshoorn can slaughter, process and market ostriches — no farmer is allowed to sell tanned or cured skins to clamouring buyers in Europe and elsewhere. If farmers were allowed, profits could be doubled.

"The KKK recently built an R18m abattoir at Oudtshoorn — but it is used only two days a week," says a source who asked not to be named. "So the costs have to be recovered from its members, who can do nothing about the matter unless the Co-op Act is deregulated. And, while the KKK pays its members about R850 for each live bird, cured skins alone can be sold for about R1 200 on the European market."

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

*Arnold van Huyssteen*



Down on the farm ... everything is not OK



# Bifsa plans training revolution

By MAGGIE ROWLEY,  
Business Staff

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

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

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

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

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

"If all countries in southern Africa have the same training system it will mean that when activity levels are low in one

country artisans and supervisors will be qualified to move elsewhere for work."

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

Reasons for the failure of the present system included:

- The fact that the employer had to contractually undertake to employ the apprentice for a period of three years although he himself had no assurance of continued operation owing to the cyclical nature of the industry;

- The employer had to undertake he would train the apprentice in all facets of the trade, but the nature of one contract differed from another and the type of construction the employer was involved in during that period might not lend itself to training in all aspects of the trade;

- Continued interruption of the apprentice's attendance at Bifsa training colleges was a deterrent to employers taking trainees on; and,

- The automatic promotion to artisan status once the three-year apprenticeship had been served irrespective of competency or whether the apprentice had passed trade examinations during this period.

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

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

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

To qualify as an artisan, a trainee will have to pass the N1 and N2 examinations, Bifsa trade examinations and serve

an internship of a fixed period in the industry. The period of this internship — either 12 or 18 months — was still being debated in the industry, he said.

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

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

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

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

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

## FARM CO-OPS

**REFORMING THE LAW**

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

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

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

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

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

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

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

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

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

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

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

have to follow.

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

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

# LESS WORK AND FEWER WORKERS

BY DON ROBERTSON

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

The SA Federation of Civil Engineering Contractors (Safcec) says in its report for the year to June that employment will fall and more retrenchments will occur. Competition will increase

and profits, which improved in the past two years, will fall.

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

On the brighter side, projects for the Lesotho Highlands Water scheme will provide much work from 1991. There are also indications

that local authorities and regional service councils will increase their expenditure in real terms.

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

Civils work at Mossgas will taper off in the months ahead.

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

SA Times 30/7/90

(30) (33)

# Black unions about face

Business Times Reporter **33**  
AN about face by two large black unions is expected to avert the virtual collapse of the Industrial Council for the Building Industry in the Transvaal. *S Times 7/10/70*

The council gave notice last month that it would not represent unskilled workers in the industry after September 3, largely because the major black unions — the Building Construction and Allied Workers' Union (BCAWU) and the Construction and Allied Workers'

Union (CAWU) — rejected central collective bargaining on major issues.

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

But this week CAWU, which has 11 500 members, applied to rejoin the council and was accepted. BCAWU, with about 15 000 members, has called a national conference today to discuss the issue.

Boxing and Wrestling Control Amendment Bill [B 19-91 (GA)];

Roodepoort and Weltevreden Agricultural Settlements Adjustment Amendment Bill [B 20-91 (GA)];

Regional Services Councils Amendment Bill [B 21-91 (GA)];

Lekoa City Council Dissolution Bill [B 22-91 (GA)];

Diamonds Amendment Bill [B 23-91 (GA)];

Alexander Bay Development Corporation Amendment Bill [B 24-91 (GA)];

Nuclear Energy Amendment Bill [B 25-91 (GA)].

G. P. C. DE KOCK,  
Secretary to Parliament.

Parliament, Cape Town.

1 October 1990.

(12 October 1990)

#### NOTICE 846 OF 1990

##### DEPARTMENT OF MANPOWER

##### LABOUR RELATIONS ACT, 1956

##### CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

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

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

33

#### NOTICE 847 OF 1990

##### DEPARTMENT OF MANPOWER

##### LABOUR RELATIONS ACT, 1956

##### APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

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

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

Wysigingswetsontwerp op die Beheer van Boks en Stoei [W 19-91 (AS)];

Reëlingswysigingswetsontwerp op die Landboune-dersettings Roodepoort en Weltevreden [W 20-91 (AS)];

Wysigingswetsontwerp op Streeksdiensterade [W 21-91 (AS)];

Wetsontwerp op die Ontbinding van die Stadsraad van Lekoa [W 22-91 (AS)];

Wysigingswetsontwerp op Diamante [W 23-91 (AS)];

Wysigingswetsontwerp op die Alexanderbaai-ontwikkelingskorporasie [W 24-91 (AS)];

Wysigingswetsontwerp op Kernenergie [W 25-91 (AS)].

G. P. C. DE KOCK,  
Sekretaris van die Parlement.

Parlement, Kaapstad.

1 Oktober 1990.

(12 Oktober 1990)

#### KENNISGEWING 846 VAN 1990

##### DEPARTEMENT VAN MANNEKRAG

##### INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

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

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

#### KENNISGEWING 847 VAN 1990

##### DEPARTEMENT VAN MANNEKRAG

##### WET OP ARBEIDSVERHOUDINGE, 1956

##### AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

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

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



33

## TABLE

*Name of trade union:* Building Workers' Union.

*Date on which application was lodged:* 18 July 1990.

*Interests and area in respect of which application is made:* Black and Coloured persons employed in the Building Industry in the Magisterial District of Tulbagh.

For the purposes hereof—

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

*Bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting and the erecting of prefabricated structures, garden walls and/or boundary walls with posts, slabs or any other materials;

*concrete paving*, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building whether such paving forms an integral part of the structure or not;

*electrical installation*, which includes electrical fitting and wiring and operations incidental thereto;

*French polishing*, which includes polishing with a brush or pad and spraying with any composition.

*joinery*, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the articles used;

*lead lightmaking*, which includes the manufacture and/or fixing of lights and display signs and glazing relating thereto;

*masonry*, which includes stone cutting and building (also the cutting and building of ornamental stone work), concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

## TABEL

*Naam van vakvereniging:* Building Workers' Union.

*Datum waarop aansoek ingedien is:* 18 Julie 1990.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Swart en Gekleurde persone in diens in die Bounywerheid in die landdrosdistrik Tulbagh.

Vir die doeleindes hiervan beteken—

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

*Messelwerk*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke, tuinmure en/of grensmure met style, blaaie of enige ander materiale;

*betonplaveiwerk*, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjies wat op dieselfde terrein as 'n gebou gelê word, hetsy sodanige plaveisel 'n integrerende deel van die bouwerk uitmaak of nie;

*elektriese installering*, wat die volgende insluit: Elektrotegniese montering en bedrading en werksaamhede wat daarmee gepaard gaan;

*lakpolitoerwerk*, wat die volgende insluit: Politoerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisistof;

*skrynwerk*, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikels wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligte en beglasing in verband daarmee;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap en bou van sierklipwerk), betonnering en die aanbring van bou van voorafgegiete en/of kunsklip of -marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmak van klipmeslaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

33

*metal work*, which includes the manufacture to specification for installation in specified buildings and the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

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

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

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

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

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

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

*woodworking*, which includes carpentry, wood-working, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, the plugging of

*metaalwerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging en/of aanbring van getrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in 'n gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende prosesse insluit: Letterskildering en muurversiering, versiering, emaljerie, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjabloneering, muurplakking, spuitskildering, glasluring, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat ook insluit die verwydering van verf, die skraap, was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraap, was en skoonmaak enige van genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevloering, komposisiemuurbedekking en -polering, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfalt-of bitumineuse mastiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisgenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*die uitrus van winkels, kantore en banke*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voortraad en/of die aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

*staalwapening*, wat die volgende insluit: Die maak en oprigting van bekisting en toesig-houding oor die buig, plasing en vassit in die regte posisie van staal en beton;

*staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile of -lêers, staalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

*houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorrade, masjinerie, draaiwerk, houtsnijwerk, die aanbring van golfyster-, asbesteel, dakspaan- en ander dakbedekkings, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die insit van muurproppe, die bedekking van houtwerk met metaal, blokkies- en ander bevloering,

33

walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber (and the sandpapering thereof), cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphalt-saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

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

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

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

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

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

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

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

#### NOTICE 850 OF 1990

#### DEPARTMENT OF MANPOWER

#### LABOUR RELATIONS ACT, 1956

#### CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

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

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

met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiale op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

*Belange en gebied ten opsigte waarvan registrasie gehou word:* Swart en Gekleurde persone in diens in die Bounywerheid, soos hierbo omskryf, in die landdrosdistrikte Beaufort-Wes, Bellville, Caledon, Ceres, Die Kaap, George, Goodwood, Heidelberg (Kaap), Hermanus, Hopefield, Knysna, Kuilsrivier, Malmesbury, Moorreesburg, Mosselbaai, Oudtshoorn, Paarl, Piketberg, Riversdal, Simonstad, Somerset-Wes, Stellenbosch, Strand, Swellendam, Vredenburg, Wellington, Worcester en Wynberg en die munisipale gebiede van Tulbagh en Wolseley.

*Posadres van applikant:* Posbus 2013, Kaapstad, 8000.

*Kantooradres van applikant:* Derde Verdieping, Thomas Pattulogebou, Martin Hammerschlagweg, Strandgebied, Kaapstad.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

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

#### KENNISGEWING 850 VAN 1990

#### DEPARTEMENT VAN MANNEKRAG

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Natal Chemical Manufactureres Employers' Association met ingang van 3 Oktober 1990 ingetrek het.

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

**Basil Read**

# Growth in the hands of competent staff

33  
BID 17/10/90

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

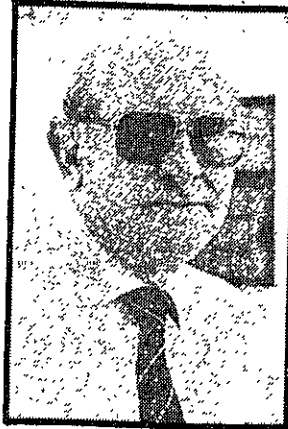
Analysts say they see little hope of an upturn in the building industry until 1991.

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

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

Group manpower director Brian Maynard says: "All have a part to play in what has developed into a group of companies with a diverse spread of activities.

Basil Read is a "people orientated" group and en-



**BRIAN MAYNARD**

courages staff involvement beyond just employment responsibilities.

"This has led to the success and growth we have enjoyed and also to the outside recognition and the number of industry awards the group has received," Maynard says.

In the tougher times, should Basil Read allow staff retrenchments to oc-

cur, those employees would be "lost forever to the company and probably also to the industry".

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

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

Many of the employees at Basil Read have given many years of loyal service. During the 38 years of its existence, 273 employees have received 20-year service awards and more than 50 workers have been given 30-year service awards.

"This type of loyalty has helped develop the group

culture and a successful performance," Maynard says.

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

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

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

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

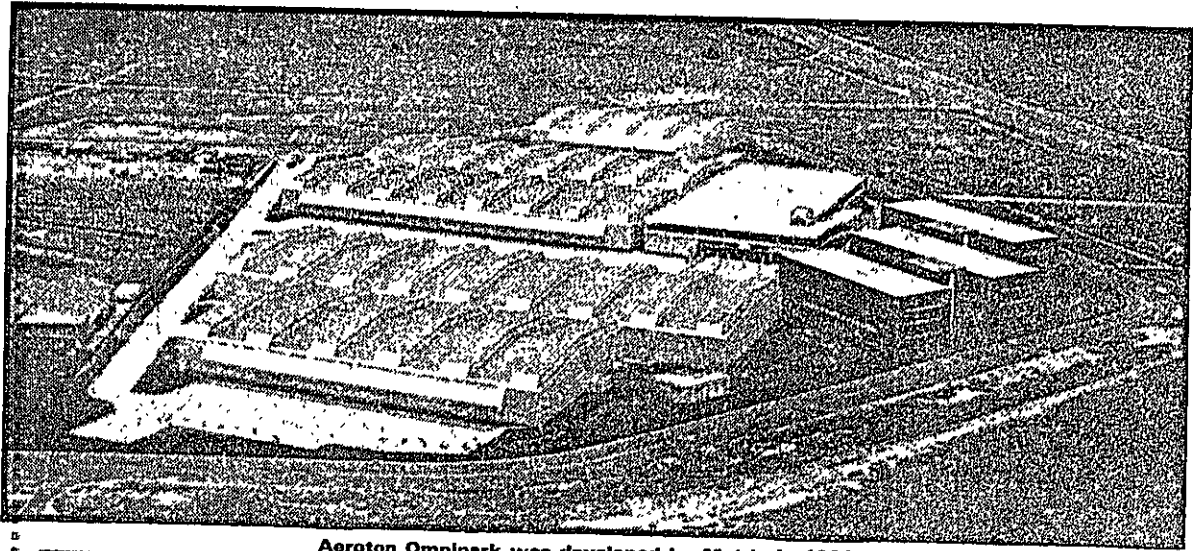
They are studying civil and mechanical engineering, surveying, quantity surveying, building science and construction foreman courses.

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

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

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

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



Aeroton Omnipark was developed by Matrix in 1986.

# Entrepreneurial skill to the fore

B10a1  
23/10/90

23

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

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

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

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

"As they work together — and especially in the mentoring relationship between experienced and

younger members of the team — our staff come to know each other's strengths and weaknesses."

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

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

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

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

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

"To a large extent, their

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

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

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

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

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

Development director Athol Vivier heads the company's conceptual, architectural and estimating ac-

tivities, as well as maintaining close contact with its engineering design wing.

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

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

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

"Our top people are those who have learnt to derive much of their job satisfaction from working with others — both inside and outside the company — who share their views about getting the job right first time, on time."

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

- (1) In subklousule (2) (a) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.
- (2) In subklousule (2) (c) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.
- (2) In the English text of the Schedule insert the following after clause 3 and re-number the existing clauses "4" to "6" to "6" to "8".

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

In subclause (4) insert the expression "Workers' Day," after the expression 'Family Day,'.

**5. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS**

- (1) In subclause (2) (a) insert the expression 'Workers' Day,' after the expression 'Family Day,'.
- (2) In subclause (2) (c) insert the expression 'Workers' Day,' after the expression 'Family Day,'.

**No. R. 2505**

**26 October 1990**

**LABOUR RELATIONS ACT, 1956**

**CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA.—EXTENSION OF AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 203 of 12 February 1988 and R. 727 and R. 728 of 14 April 1989, by a further period ending 31 October 1991.

**D. VAN DER WALT,**

Director: Labour Relations.

**No. R. 2506**

**26 October 1990**

**LABOUR RELATIONS ACT, 1956**

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

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first payweek commencing on or after 1 November 1990 and for the period ending 31 March 1993, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

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

- (1) In subklousule (2) (a) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.
- (2) In subklousule (2) (c) voeg die uitdrukking 'Werkersdag,' in na die uitdrukking 'Gesinsdag,'.
- (2) In die Engelse teks van die Bylae, voeg die volgende in na klousule 3 en hernommer die bestaande klousules "4" tot "6" tot "6" tot "8".

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

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

**5. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS**

- (1) In subclause (2) (a) insert the expression 'Workers' Day,' after the expression 'Family Day,'.
- (2) In subclause (2) (c) insert the expression 'Workers' Day,' after the expression 'Family Day,'.

**No. R. 2505**

**26 Oktober 1990**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**SEILWARENYWERHEID, WITWATERSRAND EN PRETORIA.—VERLENGING VAN OOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 203 van 12 Februarie 1988 en R. 727 en R. 728 van 14 April 1989, met 'n verdere tydperk wat op 31 Oktober 1991 eindig.

**D. VAN DER WALT,**

Direkteur: Arbeidsverhoudinge.

**No. R. 2506**

**26 Oktober 1990**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**BOUNYWERHEID, WESTELIKE PROVINSIE.—WYSIGING VAN MEDIESE HULPFONDSOORENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste loonweek wat op of na 1 November 1990 begin en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

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(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the first payweek commencing on or after 1 November 1990 and for the period ending 31 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)

#### AGREEMENT

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

**Master Builders' and Allied Trades Association**

**Master Masons' and Quarry Owners' Association  
(South Africa) representing its members in the  
Monumental Masonry Industry**

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

**Amalgamated Society of Woodworkers of South  
Africa**

**Amalgamated Union of Building Trade Workers of  
South Africa**

**South African Operative Masons' Society**

**South African Woodworkers' Union**

**Building Workers' Union**

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

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

to amend the Medical Aid Fund Agreement published under Government Notice No. R. 1280 of 27 June 1980, as amended and extended by Government Notices Nos. R. 2283 of 28 October 1981, R. 2351 of 29 October 1982, R. 2158 of 30 September 1983, R. 962 of 11 May 1984, R. 2123 of 21 September 1984, R. 728 of 4 April 1985, R. 336 of 28 February 1986, R. 503 of 23 March 1989 and R. 2323 of 27 October 1989.

#### 1. SCOPE OF APPLICATION

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

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

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

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die eerste loonweek wat op of na 1 November 1990 begin en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle 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.

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

### BYLAE

#### NYWERHEIDSRaad VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE)

#### OOREENKOMS

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

**Master Builders' and Allied Trades Association**

**Master Masons' and Quarry Owners' Association  
(South Africa) wat sy lede in die Monumentklip-  
messelnywerheid verteenwoordig**

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

**Amalgamated Society of Woodworkers of South  
Africa**

**Amalgamated Union of Building Trade Workers of  
South Africa**

**South African Operative Masons' Society**

**South African Woodworkers' Union**

**Building Workers' Union**

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

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

om die Mediese Hulpfondsooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1280 van 27 Junie 1980, soos gewysig en verleng deur Goewermentskennisgewings Nos. R. 2283 van 28 Oktober 1981, R. 2351 van 29 Oktober 1982, R. 2158 van 30 September 1983, R. 962 van 11 Mei 1984, R. 2123 van 21 September 1984, R. 728 van 4 April 1985, R. 336 van 28 Februarie 1986, R. 503 van 23 Maart 1989 en R. 2323 van 27 Oktober 1989, te wysig.

#### 1. TOEPASSINGSBESTEK

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

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

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

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

(a) ten opsigte van die Kaapse Skiereiland slegs van toepassing op werknemers vir wie lone voorgeskryf word in klousule 16 (1) (h) van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 504 van 23 Maart 1989, insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkoms (hierna die "Skiereiland-ooreenkoms" genoem);

(b) in respect of the Boland only apply to employees (excluding learners) for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m) of the Agreement published under Government Notice No. R. 460 of 18 March 1988, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the "Boland Agreement").

## 2. CLAUSE 9.—CONTRIBUTIONS

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

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

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

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

**H. MCCARTHY,**  
Chairman.

**L. P. DAGNIN,**  
Vice-Chairman.

**J. J. KITSHOFF,**  
Secretary.

**No. R. 2507**

**26 October 1990**

### LABOUR RELATIONS ACT, 1956

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

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 November 1990 in the case of clauses 1 and 5 and with effect from the first payweek commencing on or after the said date in the case of clauses 2 to 4 and 6 to 9, and for the period ending 31 March 1993, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 1 November 1990 in the case of clauses 1 and 5 and with effect from the first payweek commencing on or after the said date in the case of clauses 2 to 4 and 6 to 9, and for the period ending 31 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

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

## 2. KLOUSULE 9.—BYDRAES

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

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

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

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

**H. MCCARTHY,**  
Voorsitter.

**L. P. DAGNIN,**  
Ondervoorsitter.

**J. J. KITSHOFF,**  
Sekretaris.

**No. R. 2507**

**26 Oktober 1990**

### WET OP ARBEIDSVERHOUDINGE, 1956

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op 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 1 November 1990 in die geval van klousules 1 en 5 en met ingang van die eerste loonweek wat begin op of na genoemde datum in die geval van klousules 2 tot 4 en 6 tot 9, en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van 1 November 1990 in die geval van klousules 1 en 5, en met ingang van die eerste loonweek wat begin op of na genoemde datum in die geval van klousules 2 tot 4 en 6 tot 9, en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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



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## MANAGER TO SUE AFTER BEING FIRED

6/11/90 MATTHEW CURTIN 33  
A FORMER Murray and Roberts (M & R) Foundries manager, who alleged in the industrial court that management had framed a senior shop steward before firing him, plans to bring a R250 000 civil action against the company.

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

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

The industrial court hearing in August concerned a National Union of Metal Workers' (Numsa) claim that 240 workers at M & R's Alberton foundry were unfairly dismissed in September 1989. Swanepoel, the company's chief witness, admitted to perjury and alleged that Numsa shop steward Sindiso Nelani had been "set up" by management. His dismissal had sparked an illegal strike.

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

M & R Foundries group MD Gordon Scott said yesterday Swanepoel had been summarily dismissed and did not qualify for notice pay.

1 - 100 LANG FOR

# Construction workers down tools

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South  
1/11-7/11/90

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

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

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

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

The present minimum rate is R3,21.

## Builders pay more but get less

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

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

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

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

33  
364 18/11/90  
"If this is so, next year is also going to be a tough year in the building industry as well as in many other industries throughout South Africa.

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

Other aggravating factors include:

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

- Draughtsmen and architectural firms using under-qualified people, resulting in bad planning

and consequent resource wastage.

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

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

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

# Row over Cape building workers' housing fund

By SHARON SOROUR  
Labour Reporter

33  
AR 645  
7/11/90

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

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

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

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

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

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

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

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

## Engineers in demand

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

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

Although the universities have increased the number of

graduates by more than 25% in the past 10 years, many more are needed if SA is to avoid demand-driven cycles of boom and bust.

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

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

No. R. 2725

23 November 1990

33

## LABOUR RELATIONS ACT, 1956

## BUILDING INDUSTRY, EAST LONDON.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 October 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 October 1991, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

## SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,  
EAST LONDON

## AGREEMENT

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

## Building Industries Association (East Cape)

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

## Amalgamated Union of Building Trade Workers of South Africa

## Amalgamated Society of Woodworkers of South Africa

and

## Transport Workers' Union of South Africa

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

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

to amend the Agreement published under Government Notice No. R. 2094 of 14 October 1988, as amended by Government Notices Nos. R. 2531 of 17 November 1989 and R. 1039 of 11 May 1990.

No. R. 2725

23 November 1990

## WET OP ARBEIDSVERHOUDINGE 1956

## BOUNYWERHEID, OOS-LONDEN.—WYSIGING VAN HOOFDOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1991 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.

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

## BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,  
OOS-LONDEN

## OOREENKOMS

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

## Building Industries Association (East Cape)

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

## Amalgamated Union of Building Trade Workers of South Africa

## Amalgamated Society of Woodworkers of South Africa

en

## Transport Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen,

om die Ooreenkoms, gepubliseer by Goewermetskennisgewing No. R. 2094 van 14 Oktober 1988, soos gewysig deur die Goewermetskennisgewings Nos. R. 2531 van 17 November 1989 en R. 1039 van 11 Mei 1990, te wysig.

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**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed—
  - (a) by all employers and by all employees who are engaged or employed in the Building Industry who are members of the employers' organisation and the trade unions respectively;
  - (b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1877 and 1079 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).

- (2) Notwithstanding the provisions of subclause (1)—
  - (a) the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
  - (b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—
    - (i) dwelling-houses at a cost of less than R14 000, and
    - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

**2. CLAUSE 4.—WAGES**

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

<i>"Class of employee</i>	<i>Per hour Cents</i>
(a) General worker.....	317
(b) Driver of a mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg.....	350
over 1 814 kg and including 4 536 kg.....	450
over 4 536 kg.....	500
(c) Operator of a power crane.....	450
(d) Operator, Grade I.....	450
(e) Operator, Grade II.....	350
(f) Artisan.....	782"

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

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

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

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

	<i>"Per hour Cents</i>
(i) Driver of a mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg.....	43
over 1 814 kg up to and including 4 536 kg.....	59
over 4 536 kg.....	65
(ii) Operator of a power crane.....	59
(iii) Operator, Grade I.....	59
Operator, Grade II.....	43
(iv) Artisan.....	91½
(v) General worker.....	30"

**1. TOEPASSINGSBESTEK**

- (1) Hierdie Ooreenkoms moet nagekom word—
  - (a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings;
  - (b) in die landdrostdistrik Oos-Londen (uitgesonderd daardie gedeeltes wat ingevolge Goewermenskenningswings Nos. 1877 en 1079 van 14 September 1981 en 10 Junie 1988 onderskeidelik oorgeplaas is vanaf Ciskei).

- (2) Ondanks subklousule (1)—
  - (a) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die bepalinge van die Wet op Mannekragopleiding, 1981, of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;
  - (b) is hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:
    - (i) Woonhuise teen 'n koste van minder as R14 000 en
    - (ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boederydoeleindes gebruik word of gebruik gaan word.

**2. KLOUSULE 4.—LONE**

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

<i>"Klas werknemer</i>	<i>Per uur Sent</i>
(a) Algemene werker.....	317
(b) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg.....	350
meer as 1 814 kg tot en met 4 536 kg.....	450
meer as 4 536 kg.....	500
(c) Bediener van 'n kragkraan.....	450
(d) Operateur, graad I.....	450
(e) Operateur, graad II.....	350
(f) Ambagsman.....	782"

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

"Wanneer 'n werknemer hom op die gebruikelike manier op 'n werkdag op die gewone aanvangstyd vir werk aanmeld, en daar geen werk vir hom is, of daar gure weer is, moet hy 'n bedrag betaal wat gelyk is aan betaling vir drie uur asof hy inderdaad gewerk het, tensy sy werkgewer hom die vorige werkdag in kennis gestel het dat sy dienste nie op die betrokke dag nodig sal wees nie. Hy moet op die perseel bly vir die drie uur indien hy aldus gelos word."

**3. KLOUSULE 19.—BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF**

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

	<i>"Per uur Sent</i>
(i) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg.....	43
meer as 1 814 kg tot en met 4 536 kg.....	59
meer as 4 536 kg.....	65
(ii) Bediener van 'n kragkraan.....	59
(iii) Operateur, graad I.....	59
Operateur, graad II.....	43
(iv) Ambagsman.....	91½
(v) Algemene werker.....	30"

**4. CLAUSE 22.—HOLIDAY FUND**

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

	Per week R
(a) Driver of a mechanical vehicle with a nett carrying capacity of—	
(i) up to and including 1 814 kg.....	18,06
(ii) over 1 814 kg up to and including 4 536 kg.....	24,78
(iii) over 4 536 kg.....	27,30
(b) Operator of a power crane.....	24,78
(c) Operator, Grade I.....	24,78
Operator, Grade II.....	18,06
(d) Artisan.....	38,43
(e) General worker.....	12,60"

**5. CLAUSE 29.—GENERAL FUNDS OF THE COUNCIL**

In subclause (1), substitute the figures "91c", "79c" and "64c" for the figures "75c", "63" and "66c" respectively.

**6. CLAUSE 34.—PENSION FUND**

In subclause (2) (a), substitute the figures "65c", "R27,30" and "R54,60" for the figures "58½c", "R24,57" and "R49,14" respectively, wherever they occur in this subclause.

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

(1) In subclause (1), substitute the figures "36c", "R15,12" and "R30,24" for the figures "31½c", "R13,23" and "R26,46" respectively, wherever they occur in the subclause.

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

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

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

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

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

**D. B. CAPELS,**

Chairman.

**W. S. HEATON,**

Vice-Chairman.

**G. R. REED,**

Secretary.

**DEPARTMENT OF NATIONAL  
HEALTH AND POPULATION  
DEVELOPMENT**

No. R. 2718

23 November 1990

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

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

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

**4. KLOUSULE 22.—VAKANSIEFONDS**

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

	Per week R
(a) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
(i) tot en met 1 814 kg.....	18,06
(ii) meer as 1 814 kg tot en met 4 536 kg.....	24,78
(iii) meer as 4 536 kg.....	27,30
(b) Bediener van 'n kragkraan.....	24,78
(c) Operateur, graad I.....	24,78
Operateur, graad II.....	18,06
(d) Ambagsman.....	38,43
(e) Algemene werker.....	12,60"

**5. KLOUSULE 29.—ALGEMENE FONDSE VAN DIE RAAD**

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

**6. KLOUSULE 34.—PENSIENFONDS**

In subklousule (2) (a) vervang die syfers "58½c", "R24,57" en "R49,14", waar hulle ook al in die subklousule voorkom, deur onderskeidelik die syfers "65c", "R27,30" en "R54,60".

**7. KLOUSULE 37.—BYDRAES TOT DIE MEDIESE BYSTANDFONDS**

(1) In subklousule (1), vervang die syfers "31½c", "R13,23" en "R26,46", waar hulle ook al in die subklousule voorkom, deur onderskeidelik die syfers "36c", "R15,12" en "R30,24".

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

**8. KLOUSULE 39.—BYSTAND VAN DIE MEDIESE BYSTANDFONDS**

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

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

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

**D. B. CAPELS,**

Voorsitter.

**W. S. HEATON,**

Ondervoorsitter.

**G. R. REED,**

Sekretaris.

**DEPARTEMENT VAN NASIONALE  
GESONDHEID EN BEVOLKINGS-  
ONTWIKKELING**

No. R. 2718

23 November 1990

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

REGULASIES BETREFFENDE DIE SAMESTELLING EN ETIKETTERING VAN ROU BOEREWORS, ROU SPESIESWORS EN ROU GEMENGDESPEESWORS

Die Minister van Nasionale Gesondheid en Bevolkingsontwikkeling het kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies uiteengesit in die Bylae hiervan, uitgevaardig.



... job is created, Durr said.  
Last year almost one-

market generated a further R3,1bn, tourism emerges as a R5bn industry providing

... Durr said.  
Project 2 000 consists of a team of 12 people whose

identifying areas in the domestic market that require special attention.

# Employment prospects still poor in building industry

B10am 13/11/90

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

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

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

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

Total workforce in the industry is approximately 250 000.

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

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

GERALD REILLY

And if the 12% expected increase in building costs this year was taken into account, it was obvious that current depressed conditions would be unaffected.

Martin said Bifsa expected the industry to hit bottom late in 1991 or early 1992.

## Violence

33

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

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

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

# Minister outlines hopes to councils

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

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

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

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

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

# Building industry's holiday starts

The Argus Correspondent

AMUS 13/12/90  
JOHANNESBURG: — Construction work on hundreds of buildings throughout the country will come to a standstill tomorrow when the building industry starts its Christmas shutdown.

Workers in the Transvaal began their four-week holiday last Friday and their colleagues in the Cape Province, Natal and

Free State go on three weeks' leave tomorrow.

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

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

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

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

CONSTRUCTION — LABOUR

1991

# Blending the old and the new

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

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

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

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

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

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

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

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

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

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

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

Getting the right plant and materials on site at the right time in the right quantities when the appropriate personnel are available is becoming an art form with minimal margin

## OUTLOOK '91

By Reg Edwards  
Executive Chairman,  
Stocks & Stocks

for error. The slightest slip could cost millions.

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

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

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

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

Several examples come to mind in recent Stocks group projects.

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

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

However, all trench excavations are being completed by hand.

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

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

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

for many less skilled labourers."

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

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

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

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

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

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

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

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

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

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

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

### Cawu joins council (32)

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

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

As Nactu's Building, Construction and Allied Workers' Union (Bcawu) withdrew in 1988, the council was deemed unrepresentative of blacks — 72 percent of the Transvaal workforce — and for the first time, the current wage agreement excludes them.

Cawu's Desmond Mahasha said the union joined the council late last year after deciding to fight for changes from within. *WMA 25/11 - 3/11/91*

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

Reports from Weekly Mail staff, Sapa

## Strike action increasing <sup>33</sup> in building industry

By Frank Jeans *skw*

25/11/91  
The increase in strike action within the building industry is seen as having a direct link to trade union and worker perceptions that the changes in the South African political arena, particularly the unbanning of the ANC, are favourable to securing better wages.

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

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

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

"The obvious downturn in the economy is seriously affecting employment opportunities," says the report, "and while quality skilled and semi-skilled workers are still in demand, the reverse is the case for unskilled workers where the unemployment situation is worsening by the month."

# Builders may sue union after strike ruled illegal

MPHO MANTJHU

Johannesburg — Construction industry employers are considering taking legal action against the Construction and Allied Workers' Union (Cawu) for the losses incurred during the illegal three-day strike two weeks ago, Ian Robinson, the chief executive

CT (BR) 25/2/97  
33  
of the Building Industry Federation of South Africa, said yesterday.

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

The union, which has 2 000

members in 47 companies, suspended the strike after the ruling.

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

The union has demanded a R1 an hour increase across the board while the employers and

the three other unions — the Building Construction and Allied Workers' Union, the Amalgamated Trade Workers' Union and the Building Workers' Union — have agreed on a 60cs an hour increase.

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

3 DEFINITIONS

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

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

4. OBJECTIVES OF THE SCHEME

The objectives of the Scheme shall be—

- (a) to provide the necessary funds to ensure an adequate supply of trained employees for the Industry and to assist financially with the training and development of labour for the Industry at all levels in order that all contributing employers shall have equal opportunities for the training and development of their employees; and
- (b) to finance the administration of the Board and the objectives of the Board as set out in its constitution.

3. WOORDOMSKRYWING

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

- “Fonds” die “Power Construction Industry Training and Development Fund (Mossgas)” bedoel in klousule 5;
- “Kragtoevoerkonstruksienywerheid” of “Nywerheid”, sonder om die algemene betekenis van die uitdrukking enigszins te beperk, die nywerheid waarin werkgewers en hul wernemers met mekaar geassosieer is vir die doeleindes van die verspreiding van elektriese krag, insluitende die installering, oprigting en onderhoud van sodanige hoogspanningskraglyne, elektriese substasies en transformators en ook subkontraakteurswerk en soortgelyke werk, maar met die uitsluiting van die Eskom en die Staat, welke Nywerheid, vir die doeleindes van hierdie Skema, beperk word tot die volgende werkgewers:
  - KPL Etsa (Pty) Limited;
  - J. C. Groenewalds Construction Company (Pty) Limited;
  - Industrial Electrical (Pty) Limited;
  - Groenewalds Manpower Limited;
  - Groenewalds Plant Resources Limited;
  - Groenewalds Project Services Limited;
- “Raad” die “Power Construction Industry Training Board”;
- “Registrateur” die Registrateur van Mannekragopleiding aangestel kragtens die Wet;
- “Skema” die Opleidingskema vir die Kragtoevoerkonstruksienywerheid;
- “wergewer” enige wergewer soos in die Wet omskryf, wat ’n werknemer in die Nywerheid in diens het of aan hom werk verskaf;
- “werknemer” enige werknemer soos in die Wet omskryf, wat in diens is by of werk vir ’n wergewer in die Nywerheid; en
- “Wet” die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981).

4. DOELSTELLINGS VAN DIE SKEMA

Die doelstellings van die Skema is—

- (a) om die nodige fondse te voorsien ten einde te verseker dat voldoende opgeleide werknemers vir die Nywerheid beskikbaar is en om die opleiding en ontwikkeling van werknemers op alle vlakke in die Nywerheid finansieel te ondersteun sodat alle bydraende werkgewers gelyke geleenthede vir die opleiding en ontwikkeling van hul werknemers sal hê; en
- (b) om die administrasie en doelstellings van die Raad, soos in sy konstitusie uiteengesit, te finansier.



**DEPARTMENT OF MANPOWER**

No. R. 168

1 February 1991

33

**MANPOWER TRAINING ACT, 1981  
(ACT No. 56 OF 1981)****BUILDING INDUSTRIES TRAINING BOARD.—DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP**

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

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

**TRADES**

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

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

(c) withdraw Government Notices Nos. R. 1875 of 31 August 1979 (as applied by Government Notice No. R. 2454 of 2 November 1979), R. 171 of 30 January 1981 (as applied by Government Notice No. 714 of 3 April 1981), R. 1612 of 3 August 1984 and R. 729 of 4 April 1985:

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

2. For the purposes of this notice "Building Industry" means the Building Industry as defined in the Training Scheme for the Building Industry as published by Government Notice No. R. 1948 of 11 September 1987.

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

**DEPARTEMENT VAN MANNEKRAG**

No. R. 168

1 Februarie 1991

**WET OP MANNEKRAGOPLEIDING, 1981  
(WET No. 56 VAN 1981)****OPLEIDINGSRAAD VIR DIE BOU-INDUSTRIE.—AANWYSING VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES**

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

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

**AMBAGTE**

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

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

(c) trek hierby Goewermentskennisgewings Nos. R. 1875 van 31 Augustus 1979 (soos toegepas by Goewermentskennisgewing No. R. 2454 van 2 November 1979), R. 171 van 30 Januarie 1981 (soos toegepas by Goewermentskennisgewing No. 714 van 3 April 1981), R. 1612 van 3 Augustus 1984 en R. 729 van 4 April 1985 in:

Met dien verstande dat die klousules betreffende leertyd, lone, tegniese studies, betaling van klas- of kursus- en eksamengelde en ambagstoetse in die toepaslike Leervooraardes hierbo bedoel van toepassing bly ten opsigte van vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is voor die inwerkingtrekking van hierdie kennisgewing.

2. Vir die doeleindes van hierdie kennisgewing beteken "Bounywerheid" die Bounywerheid soos omskryf in die Opleidingskema vir die Bounywerheid soos gepubliseer by Goewermentskennisgewing No. R. 1948 van 11 September 1987.

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

**CONDITIONS OF APPRENTICESHIP****1. QUALIFICATIONS REQUIRED TO COMMENCE APPRENTICESHIP**

The entrance requirements for commencement of apprenticeship are—

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

**2. TRADE TESTS**

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

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

(a) have attained a four-subject National Technical Certificate, Part 2 (N2) in the relevant trade; and

(b) have gained experience and received practical training as follows:

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

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

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

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

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

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

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

**LEERVOORWAARDES****1. KWALIFIKASIES OM MET VAKLEERLINGSKAP TE BEGIN**

Die toelatingsvereistes om met vakleerlingskap te begin, is—

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

**AMBAGSTOETSE**

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

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

(a) 'n viervak Nasionale Tegnieuse Sertifikaat, Deel 2 (N2) in die toepaslike ambag behaal het; en

(b) die volgende ondervinding opgedoen het en praktiese opleiding ondergaan het:

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

(ii) praktiese ondervinding by 'n geakkrediteerde instansie (opleidingsentrum of werkgewer) totdat hy voldoen het aan die Produksieprestasiëriteria (PPK) in al die take (modules) soos gespesifiseer in die vaardighedsregister genoem in (i) hierbo; en

(iii) 18 maande praktiese terreinondervinding by die werkgewer: Met dien verstande dat die ondervinding wat volgens (ii) hierbo by 'n werkgewer opgedoen is, ook beskou sal word as terreinondervinding: Met dien verstande voorts dat die ORBI na oorleg met die werkgewer, en op voorwaardes soos wat die ORBI mag bepaal, vrystelling mag verleen van enige van die bepalinge van, of gedeelte van hierdie subklousule.

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

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

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

(5) Die eerste ambagstoets sal gratis afgelê word terwyl die vakleerling vir 'n hertoets sal betaal.

(6) The employer shall pay the apprentice his normal wages for the period during which he does his trade test.

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

### 3. RECOGNITION FOR TRAINING COMPLETED

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

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

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

### 4. MAXIMUM PERIOD OF INSTITUTIONAL TRAINING

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

### 5. FULL-TIME PRACTICAL INSTITUTIONAL TRAINING AND TECHNICAL STUDIES

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

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

(6) 'n Werkgewer moet 'n vakleering sy gewone loon betaal vir die tydperk wanneer hy sy ambagstoets aflê.

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

### 3. ERKENNING VIR OPLEIDING VOLTOOI

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

(2) Krediete wat verwerf en geregistreer word voordat 'n kontrak van vakleerlingskap gesluit word, word ook in aanmerking geneem wanneer 'n vakleerling kwalifiseer om 'n ambagstoets te ondergaan.

(3) Erkenning sal gegee word vir alle toepaslike praktiese ondervinding wat 'n vakleerling voor die aanvang van sy vakleerlingskap opgedoen het maar wat nie by die ORBI geregistreer is as OPK- of PPK-krediete nie: Met dien verstande dat sodanige ondervinding op versoek van die ORBI, vir kredietdoeleindes deur 'n geakkrediteerde toetsinstansie geëvalueer word nadat 'n aanbeveling vir so 'n evaluasie deur die werkgewer van die vakleerling by die ORBI ingedien is: Met dien verstande voorts dat die ORBI die tydperk van praktiese terreinondervinding soos voorgeskryf in klousule 2 (2) (b) (iii) mag verminder met 'n tydperk wat nie 12 maande sal oorskry nie.

### 4. MAKSIMUM TYDPERK VAN INSTITUSIONELE OPLEIDING

'n Maksimum tydperk om elke OPK-taak te bemeester en wat dus ook kumulatief is vir die volle ambag, word deur die ORBI bepaal en as basis gebruik om, so gou doenlik na die aanvang van 'n vakleerling se institusionele opleiding, te kan vasstel of hy die opleiding binne die tyd wat toegelaat is, sal kan voltooi. Die prinsipaal van die betrokke opleidingsinstansie mag dan, na oorleg met die werkgewer en die plaaslike ORBI Streekopleidingsadviseur, by die ORBI aanbeveel dat die vakleerling sy institusionele opleiding staak. Dit impliseer dat die ORBI na oorweging van die omstandighede, die kontrak van vakleerlingskap kan ontbind.

### 5. VOLTYDSE PRAKTIESE INSTITUSIONELE OPLEIDING EN TEGNIESE STUDIES

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

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

(3) The apprentice shall commence with institutional training or technical studies, if not previously completed, within three months of commencing with his apprenticeship.

(4) The employer shall pay to the relevant technical institution the tuition fees mentioned in subclause (2) above: Provided that such fees shall be deducted from the apprentice's wages in equal instalments over a period of six months, if he does not pass the relevant examination: Provided further that in the event of the apprentice failing the examination, the apprentice shall, in his own time and at his own expense, repeat the course and if he passes, may claim reimbursement from the employer.

(5) The Building Industries Training Scheme shall reimburse employers for expenses incurred for training and studies as mentioned in subclause (1) and (2) above, subject to the conditions set by the said Scheme.

## 6. WAGES

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

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

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

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

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

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

(d) completion of a first period of training or service in terms of the provisions of the Defence Act, 1957 (Act No. 44 of 1957), or section 34A (11) of the Police Act, 1958 (Act No. 7 of 1958)—5% of craftsman wages.

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

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

## 7. OTHER CONDITIONS OF SERVICE

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

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

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

(5) Die Bou-industrieë Opleidingskema sal werkgevers vergoed vir onkoste aangegaan ten opsigte van die opleiding en studies soos in subklousules (1) en (2) genoem, onderhewig aan voorwaardes soos deur die Skema gestel.

## 6. LONE

(1) Die minimumloon van 'n vakleerling sal 45% wees van die voorgeskrewe minimumloon van 'n vakman soos voorgeskryf deur die Nywerheidsraadooreenkoms vir die Bounywerheid vir die betrokke streek en ambag.

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

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

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

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

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

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

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

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

## 7. ANDER DIENSVOORWAARDES

(1) Die bepalings van die betrokke Nywerheidsraadooreenkoms wat op die res van die werkgewer se arbeidsmag van toepassing is, sal van toepassing wees op diensvoorwaardes wat nie in hierdie kennisgewing genoem word nie.

**5. ESTABLISHMENT OF TRAINING FUND**

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

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

(3) Into the Fund shall be paid—

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

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

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

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

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

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

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

**7. RETURNS AND CONTRIBUTIONS TO THE FUND**

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

(a) submit to the Board, at P.O. Box 6869, Johannesburg, 2000, or such other address as the employer may be advised of in writing, by the fifteenth day following the end of each month, a return showing the number of employees employed by him at the end of the month in question, which returns shall be certified annually by a public auditor and a certified summary shall be forwarded to the Board; and

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

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

**8. INFORMATION**

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

**5. INSTELLING VAN OPLEIDINGSFONDS**

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

(2) Die Fonds word geadministreer deur die Raad.

(3) In die Fonds word inbetaal—

(a) opleidingsheffings kragtens klousule 7 van hierdie Skema;

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

(c) enige ander gelde waarop die Fonds geregtig mag word.

(4) Die gelde van die Fonds word vir die bereiking van die doelstellings van die Skema, soos uiteengesit in klousule 4, aangewend.

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

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

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

**7. OPGAWES EN BYDRAES TOT DIE FONDS**

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

(a) by die Raad, te Posbus 6869, Johannesburg, 2000, of sodanige ander adres as wat die Raad skriftelik aan die werkgewer mag verwittig, teen die vyftiende dag na die einde van elke maand, 'n opgawe indien waarin die getal werknemers in sy diens op die laaste dag van die betrokke maand weergegee word, welke opgawes jaarliks deur 'n openbare ouditeur gesertifiseer moet word; en

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

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

**8. INLIGTING**

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

## 9. FINANCE

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

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

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

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

(b) National Savings Certificates;

(c) Post Office savings account or certificates;

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

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

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

## 10. DISSOLUTION OF THE FUND

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

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

## 11. AGENTS

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

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

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

## 12. INDEMNITY

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

## 9. FINANSIES

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

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

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

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

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekeninge, permanente aandele of vaste deposito's by bouverenigings of banke,

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

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

## 10. ONTBINDING VAN DIE FONDS

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

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

## 11. AGENTE

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

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

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

## 12. VRYWARING

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

(2) Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising from an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

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### 13. EXEMPTIONS

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

No. R. 176

1 February 1991

LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG.—  
RENEWAL OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices No. R. 1117 of 27 May 1983, R. 2303 of 26 October 1984, R. 2720 of 24 December 1986, R. 1562 of 17 July 1987 and R. 1638 of 12 August 1988, to be effective from the date of publication of this notice and for the period ending 31 December 1991.

**D. VAN DER WALT,**

Director: Labour Relations.

No. R. 177

1 February 1991

LABOUR RELATIONS ACT, 1956

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

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1298 of 24 June 1983 and R. 583 of 20 March 1987 to be effective from 31 March 1991 and for the period ending 30 March 1992.

**D. VAN DER WALT,**

Director: Labour Relations.

(2) Enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeloop deur hom in die verdediging van enige vervolging, hetsy siviël of strafregtelik, voortspruitend uit 'n bewering waarby kwade trou betrokke is en waarin regspraak in sy guns gelewer word of waarvan hy vrygespreek word.

### 13. VRYSTELLINGS

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die "Power Construction Industry Training Board", Posbus 6869, Johannesburg, 2000, ingedien word, wat sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstuur na die Direkteur-generaal: Mannekrag.

No. R. 176

1 Februarie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

LEKKERGOEDNYWERHEID, JOHANNESBURG.—  
HERNUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskennisgewings Nos. R. 1117 van 27 Mei 1983, R. 2303 van 26 Oktober 1984, R. 2720 van 24 Desember 1986, R. 1562 van 17 Julie 1987 en R. 1638 van 12 Augustus 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1991 eindig.

**D. VAN DER WALT,**

Direkteur: Arbeidsverhoudinge.

No. R. 177

1 Februarie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

DRANK- EN VERVERSINGSBEDRYF, KAAP.—  
HERNUWING VAN PENSIOENFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskennisgewings Nos. R. 1298 van 24 Junie 1983 en R. 583 van 20 Maart 1987, van krag is vanaf 31 Maart 1991 en vir die tydperk wat op 30 Maart 1992 eindig.

**D. VAN DER WALT,**

Direkteur: Arbeidsverhoudinge.



# Govt accused of tardiness in reducing staff levels

BIDAY 6/2/91

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

He said the public sector had shown no visible signs of retrenchment and the impetus in privatisation appeared virtually to have stopped. This was at a time when government would be expected to show at least a 25% reduction in staff and more privatisation.

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

"We are concerned because we do

## CHARLOTTE MATHEWS

not see the same flexibility being shown by the public sector," he said.

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

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

MacGregor said the civil engineering sector was a vital part of the country's economy with a turnover in 1990 of about R5bn.

"The state provides the majority of work for the civil engineering industry and it seems ironical to me that, through cuts in capital spending, peo-

ple will lose their jobs and have to call upon state agencies for financial assistance."

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

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

If political stability was achieved, MacGregor said the industry could see opportunities in black township roads and infrastructure, schools, hospitals, work in adjoining countries, increased industrialisation and electricity for everyone.



# Four building unions declare dispute

8/Day 12/2/91

VERA VON LIERES

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UNIONS representing 50 000 workers employed in the building and monumental masonry industries in the Transvaal announced yesterday they had declared a dispute with the Master Builders' and Master Masons' Association.

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

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

Industry Workers Union, and the Building Construction and Allied Workers Union.

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

They said they had presented employers with a list of 21 demands. These related to non-racial employment demands,

minimum wages, service allowances, medical aids, provident funds, retrenchment procedures, public holidays, training and the industrial council's constitution.

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

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

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

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

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

Association spokesmen could not be reached for comment.



# Blacks, whites unite in builders' dispute

ABOUT 50 000 black and white Transvaal workers joined forces for the first time in the building industry and declared a dispute with employers, their unions said in a joint statement this week. *Sowetan 13/2/91*

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

When the unions - the Construction and Allied Workers Union (Cawu), the Building Industry Workers Union of South Africa, the Building Construction and Allied Workers Union and the Amalgamated Union of Building Trade

Workers (AUBTW) - refused to sign the agreement, the employers refused to negotiate any of the union proposals.

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

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

Acting general secretary for Cawu Desmond Mahasha said the agreement with AUBTW, which had a mainly-white, skilled membership, was a breakthrough in union relations in the industry. - *Sowetan Correspondent*

# Black, white building unions join forces

Star 13/2/91.  
By Brendan Templeton

About 50 000 black and white Transvaal building industry workers have joined forces for the first time and declared a dispute with employers, their unions said in a joint statement.

The move came after the Master Builders' and Master Masons' Associations tried to force the unions to agree not to try to improve wages and conditions at plant level after the industry-wide minimum condi-

tions had been negotiated. 33

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

"The attitude of the combined unions is to attain the best conditions of employment for their

members at an industry negotiating level in the most amicable way possible.

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

Cawu acting general-secretary Desmond Mahasha said the agreement with AUBTW, which had a mainly white, skilled membership, was a breakthrough in union relations in the industry.

# High demand for good artisans

Secretary  
21/2/91

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COMPETENT and well-trained artisans are in demand in the building industry.

If you are enjoying working with your hands then consider a trade in the building industry.

The building industry has introduced a new method of training - Competency Based Modular Training (CBMT).

Training is divided into three categories: theoretical training, institutional training run by the Building Industries Federation of South Africa and in-service training on a building site.

Under the CBMT system, all skills relevant to a particular trade have been divided into modules.

Before he can progress to the in-service component, the trainee must obtain the required theoretical training and he must also have fulfilled the TPC for all the modules of the trade he has chosen.

## Training

Having completed the first two components of training, the trainee will do in-service training on a building site.

He will be evaluated by standards called Production Performance Criteria (PPC).

When he has satisfied the PPC for each module, he may sit for his trade test. Once he has passed the test he becomes a fully qualified artisan.

There are three ways of getting training: The Pre-employment Training Scheme administered by BIFSA and the BITB, the apprenticeship system and the privately-financed scheme.

To be eligible for the pre-employment training scheme applicants must: have an N2 certificate, be at least 16 years old, comply with the BITB's selection criteria.

If you are accepted you receive a bursary administered by BIFSA. The newly-qualified artisan is required to remain in the industry for two years.

The pre-employment training system requires that you complete theoretical training (the N2 Certificate) before CBMT training at a BIFSA training college.

## Bcawu rejoins building industrial council

By DREW FORREST <sup>22/2-28/2/91</sup>  
NACTU'S building affiliate has re-joined the Transvaal building industrial council — meaning the council now represents 70 percent of the workforce. "It's a historic development," said council secretary Wynand Stapelberg.

Last year, general workers, the bulk of the 50 000-strong workforce, were excluded from the industry's pay accord because Cosatu's Construction and Allied Workers' Union (Cawu) and Nactu's Building, Construction and Allied Workers' Union (Bcawu)

were fighting shy of the council. <sup>33</sup>  
Cawu joined last year, and Bcawu, which withdrew two years ago, has now followed suit.

The result, as often happens, has been heightened industry-level conflict. Before the start of 1991 pay talks a dispute has erupted between union parties to the council and employers. At issue is a demand that the current agreement be "re-enacted" to include general workers, and a refusal by the Master Builders' Association and Master Masons' Association to consider this unless the unions forgo plant bargaining.

**NOTICE 162 OF 1991****DEPARTMENT OF MANPOWER**

LABOUR RELATIONS ACT, 1956

**CANCELLATION OF REGISTRATION OF A TRADE UNION**

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (1) of the Labour Relations Act, 1956, that as I have reason to believe that the Development and Services Board Staff Association is not functioning as a trade union, its registration will be cancelled unless cause to the contrary is shown within a period of 30 days from the date of publication of this notice.

**D. W. JAMES,**  
Industrial Registrar.  
(22 February 1991)

**NOTICE 163 OF 1991****DEPARTMENT OF MANPOWER**

LABOUR RELATIONS ACT, 1956

**APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION**

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

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

**TABLE**

*Name of trade union:* Building Workers' Union.

*Date on which application was lodged:* 16 January 1991.

*Interests and area in respect of which application is made:* All persons employed in the Building Industry in the Republic of South Africa.

For the purposes hereof—

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of

**KENNISGEWING 162 VAN 1991****DEPARTEMENT VAN MANNEKRAG**

WET OP ARBEIDSVERHOUDINGE, 1956

**INTREKKING VAN REGISTRASIE VAN 'N VAKVERENIGING**

Ek, David William James, Nywerheidsregistrator, maak hierby kragtens artikel 14 (1) van die Wet op Arbeidsverhoudinge, 1956, bekend dat aangesien ek rede het om te vermoed dat die Development and Services Board Staff Association nie as vakvereniging funksioneer nie, sy registrasie ingetrek sal word, tensy redes daarteen binne 'n tydperk van 30 dae vanaf die datum van publikasie van hierdie kennisgewing aangevoer word.

**D. W. JAMES,**  
Nywerheidsregistrator.  
(22 Februarie 1991)

**KENNISGEWING 163 VAN 1991****DEPARTEMENT VAN MANNEKRAG**

WET OP ARBEIDSVERHOUDINGE, 1956

**AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING**

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

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

**TABEL**

*Naam van vakvereniging:* Building Workers' Union.

*Datum waarop aansoek ingedien is:* 16 Januarie 1991.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Alle persone in diens in die Bounywerheid in die Republiek van Suid-Afrika.

Vir die doeleindes hiervan beteken—

"Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by ondervermelde werksaamhede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die

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sites for buildings as well as demolition not carried out for the purpose of preparing the sites for building operations:

*Bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, painting, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting and the erecting of prefabricated structures, garden walls and/or boundary walls with posts, slabs or any other materials;

*concrete paving*, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building whether such paving forms an integral part of the structure or not;

*electrical installation*, which includes electrical fitting and wiring and operations incidental thereto;

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

*joinery*, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the articles used;

*lead lightmaking*, which includes the manufacture and/or fixing of lights and display signs and glazing relating thereto;

*masonry*, which includes stone cutting and building (also the cutting and building of ornamental stone work), concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, painting, wall and floor tiling, operating stone-working machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*metal work*, which includes the manufacture to specification for installation in specified buildings and the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

voorbereiding van terreine vir geboue asook sloping wat nie verrig word met die doel om die terreine vir bouwerkzaamhede voor te berei nie:

*Messelwerk*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke, tuinmure en/of grensmure met style, blaaie of enige ander materiale;

*betonplaveiwerk*, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjies wat op dieselfde terrein as 'n gebou gelê word, hetsy sodanige plaveisel 'n integreerende deel van die bouwerk uitmaak of nie;

*elektriese installering*, wat die volgende insluit: Elektrotegniese montering en bedrading en werksaamhede wat daarmee gepaard gaan;

*lakpolitoerwerk*, wat die volgende insluit: Politoerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisistof;

*skrynwerk*, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikels wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligte 'en beglasing in verband daarmee;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap en bou van sierklipwerk), betonnering en die aanbring of bou van voorafgegiete en/of kuns-klip of -marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging en/of aanbring van getrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in 'n gebou of bouwerk aangebring word of nie;

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

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

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

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

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

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

*woodworking*, which includes carpentry, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall

*verfwerk*, wat die volgende prosesse insluit: Letterskildering en muurversiering, versiering, emaljerig, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjablonering, muurplakking, spuitskildering, glasuring, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat ook insluit die verwydering van verf, die skraap, was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraap, was en skoonmaak enige van genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevloering, komposisiemuurbedekking en -poeiering, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfalt- of bitumineuse mastiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*die uitrus van winkels, kantore en banke*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

*staalwapening*, wat die volgende insluit: Die maak en oprigting van bekisting en toesig-houding oor die buig, plasing en vassit in die regte posisie van staal en beton;

*staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile of -lêers, staalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

*houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorrade, masjinerig, draaiwerk, houtsnywerk, die aanbring van golfyster-, asbesteël, dakspaan- en ander dakbedekkings, klank- en akoestiek-materiaal, kurk- en asbesisolasië, houtlat-



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covering, the plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber (and the sandpapering thereof), cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphalt-saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

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

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

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

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

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

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

**D. W. JAMES,**  
Industrial Registrar.

#### NOTICE 164 OF 1991

#### DEPARTMENT OF TRADE AND INDUSTRY

#### HARMFUL BUSINESS PRACTICES ACT, 1988

In terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), I, Kent Diederich Skelton Durr, Minister of Trade and Industry and Tourism, do hereby publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 232 as published in *Government Gazette* No. 12375 dated 30 March 1990 as set out in the Schedule. Any

werk, komposisieplafonne en muurbedekking, die insit van muurproppe, die bedekking van houtwerk met metaal, blokkies- en ander bevoering, met inbegrip van bevoering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde viilt of materiale op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

*Belange en gebied ten opsigte waarvan registrasie gehou word:* Swart en Gekleurde persone in diens in die Bounywerheid, soos hierbo omskryf, in die landroosdistrikte Beaufort-Wes, Bellville, Caledon, Ceres, Die Kaap, George, Goodwood, Heidelberg (Kaap), Hermanus, Hopefield, Knysna, Kuilsrivier, Malmesbury, Moorreesburg, Mosselbaai, Oudtshoorn, Paarl, Piketberg, Riversdal, Simonstad, Somerset-Wes, Stellenbosch, Strand, Swellendam, Tulbagh, Vredenburg, Wellington, Worcester en Wynberg.

*Posadres van applikant:* Posbus 2013, Kaapstad, 8000.

*Kantooradres van applikant:* Thomas Pattulgebou, Martin Hammerschlagweg, Strandgebied, Kaapstad.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

**D. W. JAMES,**  
Nywerheidsregistrator.

#### KENNISGEWING 164 VAN 1991

#### DEPARTEMENT VAN HANDEL EN NYWERHEID

#### WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ingevolge die bepalings van artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), publiseer ek, Kent Diederich Skelton Durr, Minister van Handel en Nywerheid en Toerisme, hiermee die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing 232 van 1990 soos gepubliseer in *Staatskoerant* No. 12375, gedateer

# Bifsa launches new model for training

B/day 6/3/91

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IN AN effort to improve the low productivity and efficiency of the construction industry, the SA Building Industries Federation (Bifsa) had developed a new training model, executive director Neil Fraser said yesterday.

He believes the model will prove effective despite the "appalling low" educational standards of the majority of employees in the industry, as dexterity and competence will be acknowledged.

In addition, it will provide a "clearly defined and meaningful career" im-

prove productivity and quality of workmanship in the industry and enable site employees to progress from lower to higher levels of skills and remuneration provided they have the ability and motivation.

Fraser says many workers have become frustrated because they see themselves in dead-end jobs with little possibility of advancement.

"The new training model is designed to address all these problems, and to provide recognition and status at various levels of performance."

Bifsa's training proposals for A-level employees or designated tradesmen have been agreed to with the Department of Manpower and various trade unions.

However, the organisation is proposing to introduce a four-tiered system below the A-level.

This means that a building site employee should be able to embark on his training at any of the five levels, depending on his educational qualifications.

There are currently about 250 000 labourers and artisans in the SA building industry's formal sector. Bifsa would like to see as many as 10% of these peo-

ple on a training course each year.

"The system is characterised by a competency-based structure, with training tackled in blocks or modules. Should an employee not be able to handle certain modules, he will still be given credit and increased pay for those courses completed," he says.

The training will be financed by a training levy which has been imposed on the industry for many years, and works out at about R2,50 a worker a week.

## Recession

The Building Industries Training Board, funded by the industry, will monitor training and certification.

However, the main problem facing Bifsa is that its training model is being initiated as the building industry goes into a bad recession.

But Fraser says this could give Bifsa's training teams a chance to start slowly rather than being overwhelmed by an influx of new trainees.

For most of 1991, the training will be held at Bifsa's training colleges at Springs, Durban, Port Elizabeth and Cape Town.

# Unionists seek 18% wage hike

6/12 am 7/13/91  
THE Confederation of Metal and Building Unions (CMBU) has submitted national pay proposals which include a demand for an 18% increase on basic wage rates.

The current hourly minimum wage in the metal and engineering industries is R4,18. The top wage is R9,50.

The CMBU also proposed that overtime exceeding 10 hours a week be paid at double the normal rate.

Director of the 90 000-strong CMBU Ben Nicholson said yesterday demands included increases to pension fund contributions, review of the notice period for short-time work and Workmen's Compensation Act cover for all employees.

The National Union of Metalworkers (Numsa) will demand an across-the-board increase of R2 an hour or 25% — whichever is greater — for employees in all four sectors of the industry.

VERA VON LIEHES

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Nactu's 30 000-member Metal and Electrical Workers' Union (Mewusa) is demanding a R1,50 an hour increase.

Spokesman Tomi Oliphant said Mewusa would pursue its demand for a minimum hourly rate of R6 for the lowest-grade workers.

It would also demand a 40-hour week and push for an end to wage differentials among the various grades.

Other demands include March 21 as a paid holiday; increases in shift and living-out allowances; and improved severance pay.

Mewusa is also tabling demands involving the training of operatives and artisans.

The first round of negotiations are scheduled for March 15.

# CMBU to push for 18 percent pay increase in metal industry

By DREW FORREST

THE 100 000-member Confederation of Metal and Building Unions — the key representative of skilled metalworkers — is pushing for an 18 percent increase in metal industrial council talks. *W. Mail 8/3 - 14/3/91*

Alleging "an employer smokescreen about the state of the industry", CMBU head Ben Nicholson said: "We see some change, but not that much. Look at Dorbyl's results — they're two percent down on 1990, a record year."

To spur employers "to think of employing more people", he said, the CMBU had also demanded double-time for overtime in excess of the current 10-hour maximum. "If employers want to raise the limit, there must be a cost," he said.

Other CMBU proposals include:

- A 13th cheque from a worker's first year in the industry calculated on actual rates.

- A further 0,5 percent on employers' current six percent contribution to the industry's pension fund, which the unions were willing to match.

"Non-core" demands, for discussion outside the main bargaining arena, included the right of all workers to accident compensation. The CMBU want-



CMBU leader Ben Nicholson ... things aren't as bad as employers make out

ed a joint employer-union approach to the workman's compensation commissioner on the scrapping of the current earnings limit, Nicholson said.

Meanwhile, the key non-Cosatu union for black metalworkers, Nactu's Metal and Electrical Workers' Union, is demanding a R6-an-hour minimum rate in the lowest category — a R1,82 increase — and a R1,50 across-the-board rise.

It has also reiterated last year's call for a 40-hour week as a means of safeguarding jobs.

Other demands are March 21 (Sharpeville Day) as a paid holiday, four weeks' notice of retrenchments (it is currently 21 days) and four weeks' severance pay a year of service for retrenchees.

# Labour-intensive construction the key

CAP 1/3/91 (33)  
Business Staff

CONSTRUCTION methods must become more labour-intensive to provide badly needed jobs, says civil engineer Leo Kaplan.

And although education must be high on the agenda to turn SA into a winning nation, the need to provide shelter for thousands of homeless people is a more urgent problem.

"In the Western Cape alone we need to build 32 000 houses a year over the next decade if we are to overcome this problem. If we are to be successful, we shall need to be highly innovative."

Kaplan was speaking at a func-

tion to mark his retirement from Hill Kaplan Scott, which he helped to found in 1956 and has seen grow into a multidisciplinary practice with 10 offices and 250 employees.

Leon Glaser, CE of building contractors D Glaser & Son (Pty), told guests that standards must not be allowed to fall in the new SA.

"Far too often today one hears the cry that as we approach the new SA we must either lower our standards or be prepared to lower them.

"This parrot cry is dangerous and is all too often used as an

excuse for poor or shoddy work or ill conceived ideas in all spheres.

"It must not be allowed to become the accepted norm and discipline must be maintained and standards kept.

"I would encourage all those with knowledge — and power to apply that knowledge — not to succumb to half measures and false economies but to do the job as it should be done.

"The lowering of standards will be our common road to disaster and those who are privileged to exercise a modicum of control have the duty to exercise discipline, tough as it surely will be at times."

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## NOTICE 238 OF 1991

## DEPARTMENT OF MANPOWER

## LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF  
REGISTRATION OF A TRADE UNION

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

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

## TABLE

*Name of trade union:* Construction and Allied Workers' Union.

*Date on which application was lodged:* 10 December 1990.

*Interest and area in respect of which application is made:* All workers engaged in the undermentioned industries in the Province of Natal and the Province of the Cape of Good Hope:

- (i) Building Industry;
- (ii) Heavy Clay and Allied Products Industry;
- (iii) Stonecrushing Industry;
- (iv) Cement Manufacturing Industry;
- (v) Cement Products Industry; and
- (vi) Civil Engineering Industry.

For the purposes hereof the above-mentioned industries are defined as follows:

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

## KENNISGEWING 238 VAN 1991

## DEPARTEMENT VAN MANNEKRAG

## WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGIS-  
TRASIEBESTEK VAN 'N VAKVERENIGING

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

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

## TABEL

*Naam van vakvereniging:* Construction and Allied Workers' Union.

*Datum waarop aansoek ingedien is:* 10 Desember 1990.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Alle werkers in diens in ondervermelde nywerhede in die provinsie Natal en die provinsie die Kaap die Goeie Hoop:

- (i) Bounywerheid;
- (ii) Swaarklei- en Verwante Produktenywerheid;
- (iii) Klipvergruisingsnywerheid;
- (iv) Sementnywerheid;
- (v) Sementproduktenywerheid; en
- (vi) Siviele Ingenieursnywerheid.

Vir die doeleindes hiervan word bovermelde nywerhede soos volg omskryf:

"Bounywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat daarin uitgevoer of verrig word deur persone wat betrokke is by ondervermelde bedryghede of onderafdelings daarvan, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige sloping nie met die doel om die terreine vir bouwerk-saamhede voor te berei, verrig is nie:

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*Bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;

*concrete paving*, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms an integral part of the structure or not;

*electrical installation*, which includes electrical fitting and wiring and operations incidental thereto;

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

*joinery*, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the article used;

*lead light making*, which includes the manufacture and/or fixing of lights and display signs, and the glazing relating thereto;

*masonry*, which includes stone cutting and building, also the cutting and building of ornamental stone works, concreting and the fixing or building of precast and/or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery, other than stone polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*metal work*, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks, the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metal work, and the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*painting*, which includes the processes of signwriting and wall decoration, decorating, enamelling, graining, marbling, staining, varnishing, glazing, gilding, lining, stencilling, paperhanging, spraying, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

*Messelwerk*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke of tuinmure en/of grensmure met style, blaaie of enige ander materiale;

*betonplaveiwerk*, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjies wat op dieselfde terrein as 'n gebou gelê word, hetsy sodanige plaveisel 'n integrerende deel van die bouwerk uitmaak of nie;

*elektriese installering*, wat die volgende insluit: Elektrotegniese montering en bedrading en werksaamhede wat daarmee gepaard gaan;

*lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

*skrynerwerk*, wat die vervaardiging van alle skrynerwerk-artikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligte en die beglasing in verband daarmee;

*klipmesselwerk*, wat die volgende insluit: Klip-kap-en-klipbouwerk, ook die kap en bou van sierklipwerk, betonnering en die aanbring of bou van voorafgegiete en/of kunsklip- of marmerplaveisel, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad, die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende prosesse insluit: Letterskildering en muurversiering, versiering, emaljering, vlamskildering, marmering, beitsing, vernissing, glasuring, vergulding, belyning, sjablonering, muurplakking, spuitskildering, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat ook insluit die verwydering van verfskraping, die was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

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

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

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

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

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

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

"Heavy Clay and Allied Products Industry" means the Industry in which employers and their employees are associated in establishments where employees are engaged in—

(a) the manufacture of any one or more of the following articles (other than ceramic ware), namely bricks, silica sand bricks, quarry tiles, slabs, hollow blocks, refractories, acidproof or fireproof earthenware pipes earthenware pipe fittings, ventilators, insulating products or any other article which in the process of being manufactured are hardened by burning in a kiln or by

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevloering, komposisie-muurbedekking en -polering, voorafgegiete of kunstklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfalt- of bitumineuse mastiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

*staalwapening*, wat die volgende insluit: Die maak en oprigting van bekisting en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

*staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

*houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad, masjinering, draaiwerk, houtsnijwerk, die aanbring van golfyster-, asbesteël-, dakspaan- en ander dakbedekings, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering, met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiale op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

"Swaarklei- en Verwante Produktenywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfsinrigtings waar werknemers in diens is vir—

(a) die vervaardiging van enigeen of meer van die volgende artikels (uitgesonderd keramiekware), naamlik bakstene, silikasandstene, steengroefteëls, platblokke, hol blokke, vuurvaste produkte, suurvaste of vuurvaste erdepype, erdepyp toebehore, lugroosters, isoleerprodukte of enige ander artikels wat in die vervaardigingsproses verhard word deur dit in 'n oond te



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any other heat process and which are made from clay, or of which clay or any other heat resisting or insulating mineral, ore or material or a combination of clay and such other mineral, ore or material forms the principal component;

(b) the extraction, mining, winning or preparation of the clay or heat resisting or insulating mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (a), if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities.

"Stonecrushing Industry" means the industry in which employers and their employees are associated for—

(a) the crushing of stone;

(b) the quarrying or winning of stone for crushing if carried on by employers who are engaged in the crushing of such stone, and includes all operations incidental to or consequent on any of the aforesaid activities.

"Cement Manufacturing Industry" means the industry in which employers and their employees are associated for—

(a) the manufacture of cement or plaster of paris;

(b) the quarrying, winning or production of any material used in the manufacture of either of the goods referred to in paragraph (a) if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the activities of employees who are employed in premises which do not form part of or are not adjacent to the premises in which any of the activities referred to in (a) and (b) are carried on.

"Cement Products Industry" means the industry in which employers and their employees are associated in establishments for the purpose of manufacturing one or more of the following articles:

Bricks, tiles, roof tiles, blocks, pillars, pots, pipes, pipe fittings, ventilators or any other articles of which cement or lime or both cement and lime form the principal binding material and which are not hardened by means of burning in a kiln or subjected to any other heat process except for the purpose of accelerating the hardening of the binding agent, and includes all operations incidental to or consequent on any of the aforesaid activities.

"Civil Engineering Industry" means (subject to the provisions of the Demarcation Determination published under Government notice R. 1831 of 11 October 1968) in industry in which employers (other than local authorities) and their employees are associated for the

bak of deur middel van enige ander hitteproses en wat van klei gemaak is of waarvan klei of enige ander hittebestande of -isolerende mineraal, erts of materiaal of 'n kombinasie van klei en sodanige ander mineraal, erts of materiaal die hoofbestanddeel uitmaak;

(b) die ekstraksie, ontginning, winning of bereiding van die klei of hittebestande of -isolerende mineraal, erts of materiaal wat gebruik word by die vervaardiging van enige van die artikels in paragraaf (a) bedoel, indien onderneem deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werksaamhede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit.

"Klipvergruisingsnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vergruising van klip;

(b) die uitbreking of winning van klip vir die vergruising daarvan indien onderneem deur werkgewers wat betrokke is by die vergruising van sodanige klip, en dit omvat alle werksaamhede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit.

"Sementnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vervaardiging van sement of gebrande gips;

(b) die uitbreking, winning of produsering van enige materiaal wat gebruik word by die vervaardiging van enigeen van die goedere in paragraaf (a) bedoel, indien onderneem deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werksaamhede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit, maar dit omvat nie die bedrywighede van werknemers wat in diens is in persele wat nie deel uitmaak van of nie aangrensend is aan die persele waarin enige van die bedrywighede bedoel in (a) en (b) verrig word nie.

"Sementproduktenywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfsinrigtings met die doel om een of meer van die volgende artikels te vervaardig;

Stene, teëls, dakpanne, blokke, pilare, potte, pype, pyptoehore, lugroosters of enige ander artikels waarvan sement of kalk of beide sement en kalk die vernaamste bindmateriaal uitmaak en wat nie verhard word deur dit in 'n oond te bak of onderwerp word aan enige ander hitteproses nie, behalwe met die doel om die hardwording van die bindmiddel te bespoedig, en dit omvat alle werksaamhede wat met enige van voormelde bedrywighede gepaard gaan of daaruit voortspruit.

"Siviele Ingenieursnywerheid" beteken (behoudens die bepalinge van die Afbakeringvasstelling gepubliseer by Goewermentskennisgewing R. 1831 van 11 Oktober 1968) die nywerheid waarin werkgewers (uitgesonderd plaaslike owerhede) en hul werknemers

33

purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

(a) The construction of aerodrome runways or aprons, aqueducts, bins or bunkers, bridges, cable ducts, caissons, rafts or other marine structures, canals, cooling, water or other towers, dams, docks, harbours, quays or wharves, earthworks, encasements, housings or supports for plant, machinery or equipment, factory or works chimneys, filter beds, land or sea defence works, mine headgears, pipelines, piers, railways, reservoirs, river works, roads or streets, sewerage works, sewers, shafts or tunnels, silos, sportsfields or grounds, swimming baths, viaducts or water treatment plants;

(b) excavation work or the construction of foundations, lift shafts, piling, retaining walls, underground parking garages or other underground structures;

(c) the asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodromes runways or aprons, premises or sites.

*Postal address of applicant:* P.O. Box 1962, Johannesburg, 2000.

*Office address of applicant:* Sixth Floor, Manchester House, corner of Pritchard and Von Wieligh Streets, Johannesburg.

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

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

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

**D. W. JAMES,**  
Industrial Registrar.  
(15 March 1991)

#### NOTICE 239 OF 1991

#### DEPARTMENT OF POSTS AND TELECOMMUNICATIONS

#### REVISED POSTAGE RATES TO FOREIGN COUNTRIES

It is hereby made known in terms of section 2B (3A) of the Post Office Act, 1958 (Act No. 44 of 1958), that the Postmaster General, acting under section 2B (1) (e) of the said Act and with the approval of the Minister of Mineral and Energy Affairs and Public Enterprises, has determined that the fees set out in the undermentioned Schedule are to be demanded or received in respect of the services concerned.

met mekaar geassosieer, is met die doel om werk van die aard van die van die siviele ingenieurswese te verrig, en dit omvat sodanige werk in verband met enigeen of meer van die volgende werksaamhede:

(a) Die konstruksie van vliegveldaanloopbane of laaiblaaie, akwadukte, opgaarbakke of bunkers, brûe, kabelgange, caissons, vlotte of ander skeepstrukture, kanale, koel-, water- of ander torings, damme, dokke, hawens, kaaie, grondwerke, bedekkings, omhulsels of stutte vir installasies, masjinerie of uitrusting, fabriek- of werkeskoorstene, filtreerbeddings, land- of seeverdedigingswerke, mynskagtorings, pypleidings, piere, spoorweë, reservoirs, rivierwerke, paaie of strate, rioolwerke, riole, skagte of tunnels, silo's, sportvelde of -terreine, swembaddens, viadukte of waterbehandelingsaanlêe;

(b) uitgrawingswerk of die konstruksie van fundamente, hyserskagte, heiwark, keermure, ondergrondse parkeergarages of ander ondergrondse strukture;

(c) die asfaltering, betonnering, begruising, gelyk-making of bestrating van parkeergebiede, sypaadjies, paaie, strate, vliegveldaanloopbane of -laaiblaaie, persele of terreine.

*Posadres van aplikant:* Posbus 1962, Johannesburg, 2000.

*Kantooradres van aplikant:* Sesde Verdieping, Manchester House, hoek van Pritchard- en Von Wielighstraat, Johannesburg.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

**D. W. JAMES,**  
Nywerheidsregistrateur.  
(15 Maart 1991).

#### KENNISGEWING 239 VAN 1991

#### DEPARTEMENT VAN POS- EN TELEKOMMUNIKASIEWESE

#### HERSIENE POSTARIEWE NA DIE BUITELAND

Hiermee word ingevolge artikel 2B (3A) van die Poswet, 1958 (Wet No. 44 van 1958), bekendgemaak dat die Posmeester-generaal, handelende kragtens artikel 2B (1) (e) van genoemde Wet en met die goedkeuring van die Minister van Mineraal- en Energiesake en Openbare Ondernemings, bepaal het dat die gelde uiteengesit in onderstaande Bylae ten opsigte van die betrokke dienste geëis of ontvang moet word.

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**NOTICE 287 OF 1991**  
**DEPARTMENT OF MANPOWER**  
**LABOUR RELATIONS ACT, 1956**

**PROPOSED VARIATION OF SCOPE OF REGISTRATION OF THE INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WP)**

I, David William James, Industrial Registrar, propose in terms of section 19 (8) (b), read with section 19 (9), of the Labour Relations Act, 1956, to vary the interests in respect of which the Industrial Council for the Building Industry (WP) is registered by the substitution of the following definition for the definition contained in its certificate of registration:

“Building Industry” of “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demoli-

**KENNISGEWING 287 VAN 1991**  
**DEPARTEMENT VAN MANNEKRAG**  
**WET OP ARBEIDSVERHOUDINGE, 1956**

**VOORGENOME VERANDERING VAN DIE REGISTRASIEBESTEK VAN DIE NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (WP)**

Ek, David William James, Nywerheidsregistrator, is kragtens artikel 19 (8) (b), gelees met artikel 19 (9), van die Wet op Arbeidsverhoudinge, 1956, voornemens om die belange ten opsigte waarvan die Nywerheidsraad vir die Bounywerheid (WP) geregistreer is, te verander deur die vervanging van die omskrywing vervat in sy registrasiesertifikaat deur die volgende omskrywing:

“Bounywerheid” of “Nywerheid” beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat daarin uitgevoer of verrig word deur persone wat betrokke is by ondervermelde bedrywigheede of onderafdelings daarvan, met inbegrip van uitgrawings en die voorbereiding

33 tion of buildings, unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations:

*Bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting;

*carpentry*, see woodworking;

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

*glazing*, which includes the cutting, bedding and facing of glass, excluding the making of lead lights and stained glass windows;

*joinery*, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the article used;

*lead light making*, which includes the manufacture and/or fixing of lights and display signs, and the glazing relating thereto;

*masonry*, which includes stone cutting and building, also the cutting and building of ornamental and monumental stonework and the manufacture and erection of grave-stones and cemetery memorials of all types, the concreting and fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery, other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

*painting*, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paperhanging, spraying, glazing, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which also includes paint removal, the scraping, washing and cleaning of painted or distempered walls and the cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

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

van terreine vir geboue asook die sloping van geboue, tensy die betrokke werkgewer kan aantoon dat sodanige sloping nie met die doel om die terreine vir bouwerkzaamhede voor te berei, verrig is nie:

*"Messelwerk"*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating;

*timmerwerk*, sien houtwerk;

*lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

*beglasing*, wat die volgende insluit: Die sny, vassit en afwerk van glas, uitgesonderd die maak van ruite-in-lood en brandskildervensters;

*skrynwerk*, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligte en die beglasing in verband daarmee;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sier- en monumentklipwerk en die vervaardiging en oprigting van grafstene en begraaftaasgedenktekens van alle soorte, die betonnering en aanbring of inbou van voorafgegiete en/of kunsklip of -marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klip-poleermasjinerie, en die skerpmmaak van klipmesse-laarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende prosesse insluit: Versiering, emaljering, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjabloneering, muurplakking, spuitskildering, glasering, waspolering, distempering, afwitting, kleurekalking en houtverduursaming, en wat ook insluit die verwydering van verf, die skraap, was en skoonmaak van geverfde of gedistemperde mure en die skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevloering, komposisiemuurbedekking en -polering, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfalt- of bitumineuse mastiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

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

*shop, office and bank fitting*, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

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

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

*woodworking*, which includes carpentry, woodworking, machining, turning, carving, the fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceilings and wall covering, the plugging and wall covering, the plugging of walls, the covering of woodwork with metal, blocks and other flooring, including wood, cork and rubber (and the sandpapering of same), cork, carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

*Interests and area in respect of which registration is held:*

(i) The Building Industry, excluding all electrical activities undertaken in such industry, in the Magisterial Districts of Bellville (as constituted before the publication of Government Notice No. 171 of 8 February 1957), Goodwood, Kuils River, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Wellington and Wynberg; and

(ii) the Building Industry (excluding all electrical activities undertaken in such industry) in the Magisterial District of Malmesbury (excluding that portion which prior to the publication of Government Notice No. 171 of 8 February 1957 fell within the Magisterial District of Bellville);

(iii) the manufacture and erection of gravestones and cemetery memorials of all types in the Magisterial Districts of Bellville, Goodwood, Kuils River, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Wellington and Wynberg.

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installeerding en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehoere;

*staalwapening*, wat die volgende insluit: Die maak en oprigting van bekisting en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

*staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

*houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, masjinerie, draaiwerk, houtsnywerk, die aanbring van golfyster-, asbesteël-, dakspaan- en ander dakbedekkings, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevoering, met inbegrip van bevoering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurk, tapytstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde viilt of materiale op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

*Belange en gebied ten opsigte waarvan registrasie gehou word:*

(i) Die Bounywerheid, uitgesonderd alle elektrotegniese bedrywighede onderneem in sodanige nywerheid, in die landdrosdistrikte Bellville (soos saamgestel voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957), Die Kaap, Goodwood, Kuilsrivier, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Strand, Wellington en Wynberg; en

(ii) die Bounywerheid (uitgesonderd alle elektrotegniese bedrywighede onderneem in sodanige nywerheid) in die landdrosdistrik Malmesbury (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het);

(iii) die vervaardiging en oprigting van alle soorte grafstene en begraaftplaasgedenktekens in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Strand, Wellington en Wynberg.

33  
Any person who objects to the proposed variation is invited to lodge his objection in writing with me, c/o the Department of Manpower, Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

**D. W. JAMES,**  
Industrial Registrar.  
(28 March 1991)

#### NOTICE 288 OF 1991

#### DEPARTMENT OF FINANCE

#### FINANCIAL SERVICES BOARD ACT, 1990

#### APPOINTMENT OF A MEMBER ON THE FINANCIAL SERVICES BOARD

It is hereby notified for general information that the State President has, by virtue of the powers vested in him by section 4 of the Financial Services Board Act, 1990 (Act No. 97 of 1990), appointed the following member to the Financial Services Board in the capacity indicated with effect from 1 April 1991 until 31 December 1992:

#### Member

Mr J. M. Connolly.

(28 March 1991)

#### NOTICE 295 OF 1991

#### CUSTOMS AND EXCISE TARIFF APPLICATIONS.— LIST 11/91

The following applications concerning the Customs and Excise Tariff have been received by the Board of Trade and Industry. Any objections to or comments on these representations must be submitted to the Chief Executive, Board of Trade and Industry, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the applications are those requested by the applicants and that the Board, depending on its findings, may recommend lower or higher rates of duty.

#### *Rebate of the duty on:*

Tractors, classifiable under tariff heading 87.01, and motor vehicles, classifiable under tariff heading 87.04, for the manufacture of breakdown lorries and crane lorries.

[BTI Ref. T5/2/16/2/1(900445) (Mrs. I. Metz)]

#### *Applicant:*

Armcor, Private Bag X337, Pretoria, 0001.

List 10/91 was published under General Notice 281 of 22 March 1991.

#### *Correction*

In List 8/90, published under Notice 228 in Government Gazette No. 13052 of 8 March 1991, the expression "and a driving axle" must be omitted from the following paragraph of item 117.30:

"Plus, in respect of any such motor vehicle incorporating an internal combustion piston engine with a cubic displacement not exceeding 22 000 cm<sup>3</sup> and a driving axle which is not manufactured under a manufacturing programme approved by the Minister of Trade and Industry and Tourism, on the recommendation of the Board of Trade and Industry".

(28 March 1991)

Enige persoon wat teen die voorgename verandering beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

**D. W. JAMES,**  
Nywerheidsregistrateur.  
(28 Maart 1991)

#### KENNISGEWING 288 VAN 1991

#### DEPARTEMENT VAN FINANSIES

#### WET OP DIE RAAD OP FINANSIËLE DIENSTE, 1990

#### AANSTELLING VAN 'N LID OP DIE RAAD OP FINANSIËLE DIENSTE

Hierby word vir algemene inligting bekendgemaak dat die Staatspresident kragtens die bevoegdheid hom verleen by artikel 4 van die Wet op die Raad op Finansiële Dienste, 1990 (Wet No. 97 van 1990), met ingang van 1 April 1991 tot 31 Desember 1992 die volgende lid in aangeduide hoedanigheid op die Raad op Finansiële Dienste aangestel het:

#### Lid

Mnr. J. M. Connolly.

(28 Maart 1991)

#### KENNISGEWING 295 VAN 1991

#### DOEANE- EN AKSYNSTARIEFAANSOEKE.— LYS 11/91

Onderstaande aansoeke betreffende die Doeane-en Aksynstarief is deur die Raad van Handel en Nywerheid ontvang. Enige beswaar teen of kommentaar op hierdie vertoë moet binne ses weke na die datum van hierdie kennisgewing aan die Hoof Uitvoerende Beampte, Raad van Handel en Nywerheid, Privaatsak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die aansoeke genoem word, dié is wat deur die applikante aangevra is en dat die Raad, afhangende van sy bevindings, hoër of laer skale van reg mag aanbeveel.

#### *Korting van die reg op:*

Trekkers, indeelbaar by tariefpos 87.01, en motorvoertuie, indeelbaar by tariefpos 87.04, vir die vervaardiging van herwinningslorries en kraanlorries.

[RHN-verw. T5/2/16/2/1(900445) (Mev. I. Metz)]

#### *Applikant:*

Krygkor, Privaatsak X337, Pretoria, 0001.

Lys 10/91 is by Algemene Kennisgewing 281 van 22 Maart 1991 gepubliseer.

#### *Verbetering*

In Lys 8/91, gepubliseer by Kennisgewing 228 in Staatskoerant No. 13052 van 8 Maart 1991, moet die uitdrukking "wat 'n aandryfwielas inkorporeer" uit die volgende paragraaf van item 117.30 weggelaat word:

"Plus, ten opsigte van enige sodanige motorvoertuig wat 'n binnebrandsuijerenjin met 'n kubieke verplasing van hoogstens 22 000 cm<sup>3</sup> wat 'n aandryfwielas inkorporeer wat nie vervaardig is onder 'n vervaardigingsprogram deur die Minister van Handel en Nywerheid en Toerisme, op aanbeveling van die Raad van Handel en Nywerheid, goedgekeur nie".

(28 Maart 1991)

The document has been given to all interested parties. They are invited to respond before it is handed to President De Klerk in its final form. A major challenge to ANC think-

# Sunflower blooms in place of waiting

SI Times 31/3/91

THE SUNFLOWER Concept — brainchild of Murray & Roberts — is blooming.

Group chief executive David Brink described Sunflower to investment analysts and businessmen in Johannesburg.

It was launched in 1988 by the construction company which had been active in helping the homeless to help themselves for three years.

Unemployment had reached crisis proportions and at least 600 000 homes were needed immediately for 7-million shackland inhabitants.

In 1985 the Department of Manpower initiated sponsored training and work-creation projects. The jobless were trained free of charge in basic skills, or could earn a subsistence wage labouring on community-approved projects.

M&R training centres were established throughout SA. Since 1985, 30 000 jobless have been trained in everything needed to construct a house.

So successful were the M&R courses that demand to attend them exceeded the places available.

The group decided to combine the unemployment training project with that of work creation, giving rise to the Sunflower Concept.

The nine-point plan as presented to the Director General of Manpower in 1988 and to many others since has been anything but Utopian dreaming.

Phase one identifies those in need — such as dockland vagrants and inhabitants of barren settlements.

Mr Brink described only one of Sunflower's successes.

Thirty minutes from Durban was the 200 000-strong settlement of Lindelani — the place of waiting. Not a single service

## DIAGONAL STREET

By JULIE WALKER



existed, few had jobs and hopeful work seekers went daily to Durban only to return disappointed.

Then came Sunflower — each stage of development represented by the ploughing, planting, watering, sprouting, budding, blooming and self-seeding of the plant for the future.

The critical factor in success was the commitment the community was prepared to give. The project depended entirely on direct involvement from design to completion.

To make known the objectives, a Lindelani management committee was set up comprising leaders and financiers. The types of buildings and facilities needed were decided on and handed to Sunflower Concepts.

Plans, with costs, were prepared for approval by the committee. Financiers were approached for final go-ahead and fund allocation.

Training was not undertaken in a formal establishment but taken right to the community.

M&R's strength lies in building and construction and this passing on of expertise makes the telling difference.

Instructors taught residents basic skills to build their own community centre, on which they practised during its construction.

Every one was invited to join free courses in block-making, bricklaying, plastering, painting and carpentry. There was real enthusiasm, theft or loss of tools was unheard of and the community's buildings remained unscathed in last year's violence.

Lindelani now has a training centre, schools, a clinic, cottage industries, sporting and social facilities.

Newly acquired building skills were applied to housing, where the finishes were painstakingly done.

Self-employment became evident in hairdressing, tailoring, furniture making, handicrafts, clothing and market gardening among others.

Pictures in M&R's Sunflower literature are delightfully captioned: material conveyor (lady with brick on head), water reticulation (ditto with bucket on head) and assistant security guard (small boy wearing large cap).

Sunflower is active in several sites in Natal and at Thembisa in the Transvaal.

M&R is in the vanguard in meeting Finance Minister Barend du Plessis' challenge to big business to help with social upliftment.

Incentive schemes make it a paying proposition — shareholders are not prejudiced by Sunflower. Even if they were, it would be worth it.

# Strike threat as talks fail

33

Sowetan  
18/4/91

**THE Building Construction and Allied Workers Union has reached a deadlock in their wage negotiations with Mondi Timbers.**

The company has refused to budge from their offer of a 13 percent wage increase.

"As we have now deadlocked at the conciliation board, we are left with no option but to ballot for a strike. We have reached a point whereby we cannot tolerate exploitation from any angle.

"We would definitely consider asking our co-workers in the same industry to support our rightful action," BCAWU general secretary Mr Vusi Thusi said.

## Dispute

The union has now informed the Department of Manpower that the dispute has not been resolved.

The department will refer the matter to its director-general in terms of the Labour Relations Act.

A company representative said: "We maintain that the 13 percent wage increase across the board is the final offer and we are not going to budge."

The dispute started when management set up pre-conditions for wage increases. These were that:

- \* It would refuse to negotiate wages on an across-the-board percentage;

- \* Bonus would only be offered if there were no stayaways and labour unrest; and that

- \* Workers should work for lost time.

The union demanded a 30 percent increase across the board, a minimum wage of R18 a day, a 13th cheque, 18 percent night shift allowance, 18 days leave above the statutory paid holidays.

It also demanded that February 23, March 21 and June 16 be paid holidays.

Mondi Timbers offered only half of these demands. The union re-

ferred the matter to the Independent Mediation services of South Africa and the company stood by its final offer except to increase wages by 1 percent to 13 percent.

The union now says the 13 percent wage increase could be accepted only if the company reopened the canteen and workers stop paying for accommodation.

*Sowetan Correspondent.*



# Proactive stance is needed to ride the wave of change

A PROACTIVE approach to the needs of its clients, a commitment to education and a sense of professional identity will be needed to keep the civil engineering profession on the crest of the wave of change in SA.

De Leuw Cather MD Rodney Burrell says the biggest problem facing SA — a shortage of skills at both professional and technical level — is echoed in the civil engineering profession.

"We offer bursaries to students to assure a steady supply of good staff, but this option is affordable only to larger firms.

"When the inflow of professionals from overseas dried up, SA's resources were put under tremendous pressure.

"Once the local political and economic climate normalises and economic development builds up steam the problem is going to become tougher," he says.



RODNEY BURRELL

Despite the difficulties ahead, Burrell says he is optimistic about the future of SA in general and civil

engineering in particular.

"Because of the shortage of engineers, those who are available tend to get experience in responsible positions at an early age."

The expertise of DLC's staff has been confirmed by its former Canadian parent company, which has told us our engineers will be welcome any time".

"SA has specific challenges to meet — especially the provision of housing.

"But at the same time, we plan to follow the lead set by international trends," says Burrell.

Prime among these is the tendency to develop computerised systems for marketing in an effort to anticipate clients' needs rather than responding to requests.

In addition, the firm has poised itself to move into a variety of specialised fields as opportunities become available.

"The next decade or two will see development across the board in SA — and our spread of expertise will enable us to take on whatever is going and run with it," he says.

# Taking up challenge of maintaining the roads in Transkei

Blom 26/4/91. (N/A) (S/A) (33)

GOVERNMENT'S intention to reduce funding for roads in SA challenges road authorities and their engineering consultants to obtain maximum benefit from the money available and maintain the road network.

Over 4 000km of provincial roads in the Cape is older than 25 years, and at the present rate of new construction it would take over 40 years to reconstruct these, not considering other roads which would have deteriorated in the interim.

In Transkei, Ninham Shand has become part of the challenge. The firm was appointed three years ago to assist the Department of Works and Energy in the management of maintenance work in eastern Transkei.

This management has involved a judicious mix of public and private sector resources.

Ninham Shand was instrumental in setting up the privatisation of maintenance work in certain areas of the Transkei using methods similar to those employed in Bophuthatswana and parts of Kwazulu.

The group envisages future maintenance work throughout southern Africa will be privatised and the work experience gained in Transkei will be invaluable.

## Training

Ninham Shand personnel have acted as training officers for departmental operators, advisers on maintenance procedures, resident engineers for small maintenance contracts and trouble-shooters in times of emergency.

On the public sector side, the Ninham Shand maintenance managers have advised the departmental resources on maintenance procedures and set up pro-

grammes for the restoration of the gravel road network.

In 1989 alone, 398km of gravel roads were restored and regravelled, a marked improvement on previous years.

Several road maintenance teams have been tackling potholes and edge ravelling problems in the eastern area.

At times of emergency, Ninham Shand was called on to muster resources and advise the department on the repair of wash-aways, bridge replacements, rock-falls and the rapid deterioration of certain roads.

The most challenging tasks involved the privatisation of maintenance work, as Transkei recognised that departmental work was handicapped in certain areas.

The main handicaps included the lack of trained, experienced managers and foremen and the lack of incentives for the labour

force to be productive.

It was also realised the country lacked entrepreneurs in the road construction industry.

To overcome these, small maintenance contracts were organised throughout Transkei.

In Ninham Shand's areas, these contracts involved the regravelling of roads and fencing the N2.

## Guided

Because of the inexperience of the local contractors, Ninham Shand's maintenance managers guided the contractors in their work and encouraged regular monitoring.

To assist the smooth transition of maintenance work from government departments to the private sector, Ninham Shand, together with the Development Bank of Southern Africa, has been involved in the training of 20 local contractors.

Star 20/9/91  
**R800 000 for  
ACE centre**

Construction of the second major phase of the Alexandra Community Education (ACE) Centre will start soon, thanks to a R800 000 donation by the Toyota South Africa Foundation.

The R10,5 million phase, which follows the completion of the R5,5 million Alexandra Technical College last month, involves building a career-directed education centre.

Toyota's donation will go towards workshops for mechanical, electrical, welding and metalwork instruction.

ACE is a joint project involving the community of Alexandra, The Star's TEACH Fund, Rotary and the Department of Education and Training.

Major donors include Barlow Rand (R3 million), AECI (R470 000), JCI (R450 000), TEACH Fund (R200 000), Otis Elevator (R150 000) and Total SA (R160 000).  
Education Reporter.

# Tilesetters use an ancient craft

Star 16/5/79

33

~~124~~

In ancient Egypt and Rome, tiles were used for the design and construction of mosaics (an art form using small, decorative ceramic squares). Today tilesetters use a similar method to the ancient artists.

The tilesetter applies a variety of tiles to walls, floors and ceilings as well as creating ceramic patterns.

These include clay tiles, cement and terrazzo floor tiles, quartzite tiles and tiles with a vinyl or asbestos base.

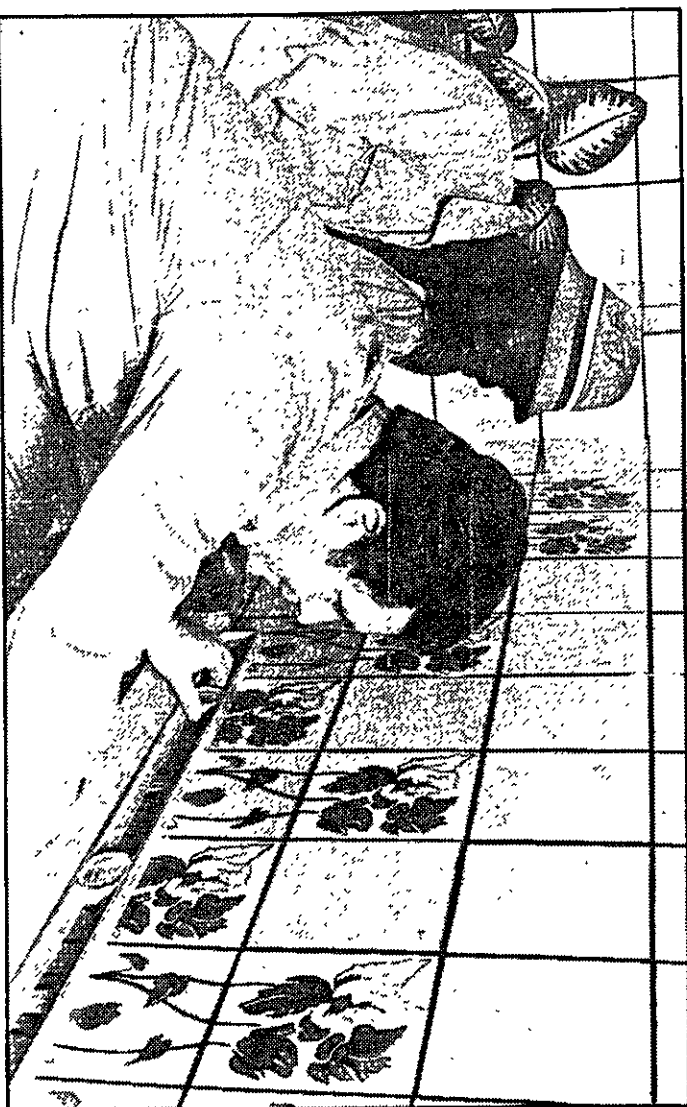
When tiling a floor the tilesetter applies screed (a finishing layer of mortar, cement) as a base.

The tile is then placed on the cement and left to dry.

When vinyl or asbestos tiles are used, the screed is left to dry first and then certain glues, which are used for elastic flooring purposes, are spread over the screed on to which the tile is set.

Walls are either plastered smoothly before tiles are glued to the wall or each tile can be set individually.

Single tiles vary in colour, design and size.



Hard at work... Tilesetters spend a lot of time bending, kneeling and stooping.

shape and size, tilers sometimes arrange tiles on the floor according to a specific design, before setting them on the wall. This allows the tiler to examine the pattern and make necessary changes. Much of the tilesetter's workdays are spent bending,

kneeling and stooping — activities that require endurance but not exceptional strength. Accuracy, three-dimensional abilities and hand dexterity are important qualities for a tilesetter who should also be able to read plans as he has to work according to them.

The minimum qualifications for a tilesetter is a Standard 7 Certificate with a pass in English, Afrikaans, accountancy or mathematics and one other subject. Employers may, however, give preference to persons with higher qualifications.

A three-year apprenticeship is required but it can be shortened by higher qualifications, appropriate experience or military service. The Building Industries Federation of South Africa (Bifsa) is one of the few industries which requires further training in workshops other than the practical experience gained at work. Theoretical training is undertaken at technical colleges throughout the country. Students at training colleges are given wages, food and housing. These colleges are situated in Springs, Cape Town, Durban and Port Elizabeth. Some employers offer apprenticeships as well. There is always a need for well trained artisans in the building industry and skilled tilesetters may become supervisors or start their own contracting business. For further information contact: National Training Manager BIFSA, Box 1619, Halfway House 1685. Adapted from "My Career" by the Manpower Department.

Meijer (33)  
C.I.T. 17/6/91  
recognise  
the SAIB

**GERHARD MEIJER**, president of the South African Institute of Building, says that though the majority of its members see the SAIB as a professional body, they want state recognition.

Meijer said: "With deregulation being applied to spheres of South Africa's working life, it is no longer so essential that the SAIB achieves official professional recognition. Nevertheless, we cannot fully substantiate our claim to represent management in the building industry without this.

"Too many people still see us as a watchdog for the industry as a whole, rather than as a body representing building management and striving to improve the quality of that management. Professional status would help us get the message across that there are SAIB members and there are non-SAIB members; and that we have influence over the former but none over the latter."

**3. CLAUSE 17: EXPENSES OF THE COUNCIL**

Delete the first three paragraphs and substitute with the following two new paragraphs:

"For the purposes of meeting the expenses of the Council, every employer shall deduct from the earnings of each of his employees the sum of 75 cents per month.

To the amounts so deducted, the employer shall, in respect of each employee, add the sum of 75 cents per month."

Signed at Pretoria, on behalf of the parties, this 15th day of January 1991.

**J. IOANNOU,**

Chairman of the Council.

**T. HONDROU,**

Vice-Chairman of the Council.

**L. P. VAN BREDA,**

Secretary of the Council.

No. R. 1369

14 June 1991

33

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

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 31 October 1991, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1991, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**E. VAN DER M. LOUW,**

Minister of Manpower.

**3. KLOUSULE 17: UITGAWES VAN DIE RAAD**

Skraap die eerste drie paragrawe en voeg die volgende twee nuwe paragrawe in:

"Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy werknemers 'n bedrag van 75 sent per maand aftrek.

By die bedrae aldus afgetrek, moet die werkgewer ten opsigte van elke werknemer die bedrag van 75 per sent per maand voeg."

Namens die partye op hede die 15de dag van Januarie 1991 te Pretoria onderteken.

**J. IOANNOU,**

Voorsitter van die Raad.

**T. HONDROU,**

Ondervoorsitter van die Raad.

**L. P. VAN BREDA,**

Sekretaris van die Raad.

No. R. 1369

14 Junie 1991

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir alle ander 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.

**E. VAN DER M. LOUW,**

Minister van Mannekrag.

**2. CLAUSE 16: WAGES**

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

	"Area B Cents per hour
(a) General worker.....	237
(b) Hoist operator.....	248
(c) Power crane driver.....	259
Floor sander.....	259
Stone polisher and terrazzo worker.....	259
(d) Learner artisan:	
(i) First year.....	254
(ii) Second year.....	288
(iii) Third year.....	338
(iv) Fourth year.....	441
(e) Artisan's assistant/Blocklayer.....	441
(f) Artisan.....	576
(g) Craftsman and Foreman.....	648
(h) Master craftsman.....	N.A.
	<i>Wage per week</i>
(i) Drivers:	
(i) Over 6 m tons.....	R135,75
(ii) 3-6 m tons.....	R115,50
(iii) Other vehicles.....	R100,36
(j) Night-watchman.....	R97,93
	<i>Cents per hour</i>
(k) Cleaner.....	166
(l) Apprentice:	
(i) First year.....	288
(ii) Second year.....	338
(iii) Third year.....	441
(m) Painter.....	519".

Signed at Cape Town this 22nd day of March 1991.

**H. McCARTHY,**  
Chairman.

**L. P. DAGNIN,**  
Vice-Chairman.

**J. J. KITSHOFF,**  
Secretary.

**DEPARTMENT OF NATIONAL  
HEALTH AND POPULATION  
DEVELOPMENT**

No. R. 1302

14 June 1991

HAZARDOUS SUBSTANCES ACT, 1973  
(ACT No. 15 OF 1973)

**GROUP III HAZARDOUS SUBSTANCES**

I, Elizabeth Hendrina Venter, Minister of National Health, hereby—

(a) declare, in terms of section 2 (1) (b) and 3 (b) of the Hazardous Substances Act, 1973 (Act No. 15 of 1973), any electronic product listed in the Schedule to be a Group III hazardous substance, with effect from 1 July 1991; and

(b) withdraw Government Notices Nos. R. 2518 of 24 December 1976 and R. 689 of 14 April 1989 with effect from the said date.

**E. H. VENTER,**  
Minister of National Health.

**2. KLOUSULE 16: LONE**

(1) Vervang die tabel vir Gebied B in subklausule (1) deur die volgende:

	"Gebied B Sent per uur
(a) Algemene werker.....	237
(b) Hyserbediener.....	248
(c) Kraghyskraandrywer.....	259
Vloerskuurder.....	259
Klippoleerder en terazzowerker.....	259
(d) Leerling-ambagsman:	
(i) Eerste jaar.....	254
(ii) Tweede jaar.....	288
(iii) Derde jaar.....	338
(iv) Vierde jaar.....	441
(e) Ambagsman se assistent/Bloklêer.....	441
(f) Ambagsman.....	576
(g) Vakman en voorman.....	648
(h) Meestervakman.....	N.v.t.
	<i>Loon per week</i>
(i) Drywers:	
(i) Meer as 6 metrieke ton.....	R135,75
(ii) 3-6 metrieke ton.....	R115,50
(iii) Ander voertuie.....	R100,36
(j) Nagwag.....	R97,93
	<i>Sent per uur</i>
(k) Skoonmaker.....	166
(l) Vakleerlinge:	
(i) Eerste jaar.....	288
(ii) Tweede jaar.....	338
(iii) Derde jaar.....	441
(m) Verwer.....	519".

Geteken te Kaapstad op hede die 22ste dag van Maart 1991.

**H. McCARTHY,**  
Voorsitter.

**L. P. DAGNIN,**  
Ondervoorsitter.

**J. J. KITSHOFF,**  
Sekretaris.

**DEPARTEMENT VAN NASIONALE  
GESONDHEID EN BEVOLKINGS-  
ONTWIKKELING**

No. R. 1302

14 Junie 1991

WET OP GEVAARHOUDENDE STOWWE, 1973  
(WET No. 15 VAN 1973)

**GROEP III GEVAARHOUDENDE STOWWE**

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid—

(a) verklaar hierby kragtens artikel 2 (1) (b) en (3) (b) van die Wet op Gevaarhoudende Stowwe, 1973 (Wet No. 15 van 1973), 'n elektroniese produk in die Bylae vermeld, met ingang van 1 Julie 1991 tot 'n Groep III gevaarhoudende stof; en

(b) trek hierby, met ingang van genoemde datum, Goewermentskennisgewings Nos. R. 2518 van 24 Desember 1976 en R. 689 van 14 April 1989 in.

**E. H. VENTER,**  
Minister van Nasionale Gesondheid.

**3. CLAUSE 17: EXPENSES OF THE COUNCIL**

Delete the first three paragraphs and substitute with the following two new paragraphs:

"For the purposes of meeting the expenses of the Council, every employer shall deduct from the earnings of each of his employees the sum of 75 cents per month.

To the amounts so deducted, the employer shall, in respect of each employee, add the sum of 75 cents per month."

Signed at Pretoria, on behalf of the parties, this 15th day of January 1991.

**J. IOANNOU,**  
Chairman of the Council.

**T. HONDROU,**  
Vice-Chairman of the Council.

**L. P. VAN BRED A,**  
Secretary of the Council.

No. R. 1369

14 June 1991

33

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

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 31 October 1991, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1991, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

**3. KLOUSULE 17: UITGAWES VAN DIE RAAD**

Skraap die eerste drie paragrawe en voeg die volgende twee nuwe paragrawe in:

"Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy werknemers 'n bedrag van 75 sent per maand aftrek.

By die bedrae aldus afgetrek, moet die werkgewer ten opsigte van elke werknemer die bedrag van 75 per sent per maand voeg."

Namens die partye op hede die 15de dag van Januarie 1991 te Pretoria onderteken.

**J. IOANNOU,**  
Voorsitter van die Raad.

**T. HONDROU,**  
Ondervoorsitter van die Raad.

**L. P. VAN BRED A,**  
Sekretaris van die Raad.

No. R. 1369

14 Junie 1991

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir alle ander 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.

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



**SCHEDULE****INDUSTRIAL COUNCIL FOR THE BUILDING  
INDUSTRY (WESTERN PROVINCE)**

33

**AGREEMENT**

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

**Boland Master Builder's and Allied Trades  
Association**

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

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

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

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

to amend the Agreement published under Government Notice No. R. 460 of 18 March 1988, as amended by Government Notices Nos. R. 1471 of 22 July 1988, R. 2214 of 28 October 1988, R. 2325 of 27 October 1989 and R. 2508 of 26 October 1990.

**1. SCOPE OF APPLICATION**

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

(a) by all employers who are members of the employer's organisation and by all employees who are members of the trade unions;

(b) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville).

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

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

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

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(d) apply to "labour-only" contractors, working partners and working directors;

(e) not apply to university students and graduates in building science and construction supervisors and other such persons doing practical work as a part of their academic training;

(f) apply to foremen;

(g) not apply to employees in the electrical trades and to administrative staff.

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

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

**Boland Master Builder's and Allied Trades  
Association**

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

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

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 460 van 18 Maart 1988, soos gewysig by Goewermentskennisgewings Nos. R. 1471 van 22 Julie 1988, R. 2214 van 28 Oktober 1988, R. 2325 van 27 Oktober 1989 en R. 2508 van 26 Oktober 1990, te wysig.

**1. TOEPASSINGSBESTEK**

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

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

(b) in die landdrostdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd die gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het), Somerset-Wes [uitgesonderd die gedeelte wat voor 9 Maart 1973 (Goewermentskennisgewing No. 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het], Strand en Malmesbury (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrostdistrik Bellville geval het).

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

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

(b) van toepassing op vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens voorgeskryf nie;

(c) van toepassing op kwekelinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes daarkragtens voorgeskryf nie;

(d) van toepassing op "slegs arbeid"-kontraakteurs, werkende vennote en werkende direkteurs;

(e) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoeseig-houers en ander persone wat praktiese werk doen ter voltooiing van hul akademiese opleiding;

(f) van toepassing op voormanne;

(g) nie van toepassing nie op werknemers in die elektrotegniese ambagte en op administratiewe personeel.



**A PLACE TO REST:** Frank Kgang (19) rests on his makeshift bed after 11 hours of hard work every day of the week on a construction site in Dobsonville, Soweto. Kgang and 12 other men share this small shack which is "home" to them. The 13 men were recruited as labourers from Mafikeng by Mr Mmutla Bosigo, owner of Itireleng Construction. Pic: JOE MOLEFE

# Men 'paid R10 a week'

Sowetan  
27/6/91

33

A SOWETO building contractor, whose workforce is drawn from rural areas, pays his employees as little as R10 a week and houses them in a shack, a *Sowetan* investigation has found.

The contractor, Mr Mmutla Bosigo, owner of Itireleng Construction, is also accused of allegedly assaulting the 13

By IKE MOTSAPI

workers he recruited from Mafikeng.

The youngest of the workers is 19-year-old Frank Kgang, who said he was punched by Bosigo for smoking during working hours.

Other workers, whose ages range between 25 and 40, said they were treated like "slaves" by Bosigo who was "arrogant and evasive" whenever they demanded their pay.

● To Page 2

**Beacon**  
**Wholeness**

FOR ALL YOUR QUERIES, PHONE OUR TOLL-FREE NO: 0800-112025 (JHB)

SOME STORES MAY LIMIT QUANTITIES PRICES V

P.O.

# Rural men paid R10 a week as labourers

From Page 1

"We have not been paid for the past two months and most of us have families to support back home," said an angry Aaron Soko.

Sowetan's investigation also found that Bosigo did not appear to care about the health and welfare of his workers.

Bosigo acknowledged that he had some people "who do casual work for me and are recruits". He denied assaulting or ill-treating them.

"I pay my workers well and give them good food," he said. "You can ask them."

"I also deny that they work until 6pm every

day. They work five days a week, normally starting at 7am and finishing at 5pm," he said.

The workers said Bosigo provided them with a bag of maize, coffee, sugar but deducted R50 from each one every month.

They said they worked

from 7am to 6pm, seven days a week.

During a visit to a construction site where Bosigo is working on extensions to a Dobsonville school, some of the disillusioned workers said they were made to work for 11 hours each day without being paid overtime or given days off.

A Sowetan team found one sick employee sleeping on a sheet of cardboard on the concrete floor of a shack.

The team was told that Bosigo had recruited the labourers from Matikeng with the promise to pay them R20 a day, good accommodation, good food

and days off to visit their parents.

The recruits said they jumped at the offer because they could not find jobs in their areas.

Once in Soweto their hopes and dreams turned into misery and despair when Bosigo told them he had changed his mind.

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**9. Training courses**

An employer must provide an apprentice with modular practical and institutional training or have him trained in the trade for which he is indentured, according to the training schedule and procedure as approved by the Board and issued to the employer from time to time.

No. R 1632

12 July 1991

MANPOWER TRAINING ACT, 1981

33 TRAINING SCHEME FOR THE CIVIL ENGINEERING INDUSTRY

I, Eli van der Merwe Louw, Minister of Manpower—

(a) hereby withdraw, in terms of section 39 (6) read with section 39 (3) of the Manpower Training Act, 1981, Government Notice No. R. 2332 of 29 October 1982, as extended by Government Notices Nos. R. 2528 of 8 November 1985 and R. 2623 of 23 December 1988, as amended by Government Notice No. R. 2735 of 15 December 1989, with effect from the second Monday after the date of publication of this notice; and

(b) hereby declares, in terms of section 39 (5) of the said Act, that the provisions of the Scheme which appears in the Schedule hereto, shall be binding, with effect from the second Monday after the date of publication of this notice and for a period ending one year from the said date, upon all employers and employees engaged or employed in the Civil Engineering Industry in the Republic of South Africa.

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

**SCHEDULE**

The Training Scheme for the Civil Engineering Industry, hereinafter referred to as "the Industry", has been established by the South African Federation of Civil Engineering Contractors for the training of employees in the Industry and provides for the establishment of a Fund for the purposes of the Scheme; the payment of contributions to the Fund by employers in the Industry; and the appointment of the Civil Engineering Industry Training Board to administer the Fund, which shall be called the "Civil Engineering Industry Training and Development Fund".

**1. NAME OF THE SCHEME**

The name of the Scheme shall be the "Civil Engineering Industry Training Scheme".

**2. SCOPE OF APPLICATION OF THE SCHEME**

The provisions of the Scheme shall be observed by all employers and employees who are engaged or employed in the Civil Engineering Industry in the Republic of South Africa.

**9. Opleidingskursusse**

'n Werkgewer moet 'n vakleerling modulêre, praktiese en institusionele onderrig gee of laat onderrig in die ambag waarvoor hy ingeboek is, volgens die opleidingskedule en prosedure wat deur die Raad goedgekeur en van tyd tot tyd aan die werkgewer beskikbaar gestel word.

No. R. 1632

12 Julie 1991

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSKEMA VIR DIE SIVIELE INGENIEURSNYWERHEID

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

(a) trek hierby, kragtens artikel 39 (6) saamgelees met artikel 39 (3) van die Wet op Mannekragopleiding, 1981, Goewermentskennisgewing No. R. 2332 van 29 Oktober 1982, soos verleng by Goewermentskennisgewings Nos. R. 2528 van 8 November 1985 en R. 2623 van 23 Desember 1988, soos gewysig by Goewermentskennisgewing No. R. 2735 van 15 Desember 1989, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, in; en

(b) verklaar hierby, kragtens artikel 39 (5) van genoemde Wet, dat die bepalings van die Skema wat in die Bylae hiervan verskyn, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat een jaar vanaf genoemde datum eindig, bindend is vir alle werkgevers en werknemers wat betrokke is by of in diens is in die Siviele Ingenieursnywerheid in die Republiek van Suid-Afrika.

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

**BYLAE**

Die Opleidingskema vir die Siviele Ingenieursnywerheid, hierna genoem "die Nywerheid", is ingestel deur die Suid-Afrikaanse Federasie van Aannemers vir Siviele Ingenieurswerk vir die opleiding van werknemers in die Nywerheid en maak voorsiening vir die instelling van 'n Fonds vir die doeleindes van die Skema; die betaling van bydraes aan die Fonds deur werkgevers in die Nywerheid; en die aanwysing van die Siviele Ingenieursnywerheid Opleidingsraad om die Fonds, wat as die "siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds" bekend sal staan, te administreer.

**1. NAAM VAN DIE SKEMA**

Die naam van die Skema is die "Opleidingskema van die Siviele Ingenieursnywerheid".

**2. TOEPASSINGSBESTEK VAN DIE SKEMA**

Die bepalings van die Skema moet nagekom word deur alle werkgevers en werknemers in die Siviele Ingenieursnywerheid in die Republiek van Suid-Afrika.

33

## 3. DEFINITIONS

Any expression used in this Scheme which is defined in the Manpower Training Act, 1981, shall have the same meaning as in the Act and any reference to the Act shall include any amendments to the Act and any regulations made in terms of the Act and, unless inconsistent with the context—

“**Act**” means the Manpower Training Act, 1981 (Act No. 56 of 1981);

“**Board**” means the Civil Engineering Industry Training Board;

“**Civil Engineering Industry**” or “**Industry**” means (subject to the provisions of the demarcation determination published under Government Notice No. R. 1831 of 11 October 1968, as amended from time to time), the industry in which employers (other than local authorities and the State) and employees are associated for the purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

(a) The construction of aerodrome runways or aprons; aqueducts; bins or bunkers; bridges; cable ducts; caissons, rafts or other marine structures; canals; cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements, housings or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgears; pipelines; piers; railways; reservoirs; river works; roads or streets; sewage works; sewers; shafts or tunnels; silos; sportsfields or grounds; swimming baths; viaducts or water treatment plants;

(b) excavation work or the construction of foundations, lift shafts, piling, retaining walls, stairwells, underground parking garages or other underground structures;

(c) the asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites; and further includes—

(i) any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and

(ii) the making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in paragraphs (a) to (c) inclusive,

but excluding—

(aa) work in connection with any one or more of the activities specified in (b) above where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, are carried out by employers erecting such structures;

(ab) work in connection with any one or more of the activities specified in (c) above when undertaken as incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures; and

## 3. WOORDOMSKRYWINGS

Enige uitdrukking wat in hierdie Skema gebruik en in die Wet op Mannekragopleiding, 1981, omskryf word, het dieselfde betekenis as in die Wet en enige verwysing na die Wet omvat enige wysigings aan die Wet en enige regulasies uitgevaardig ingevolge die Wet en, tensy onbestaanbaar met die sinsverband, beteken—

“**Federasie**” die Suid-Afrikaanse Federasie van Aannemers vir Siviele Ingenieurswerk;

“**Fonds**” die Siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds bedoel in klousule 5;

“**Raad**” die Siviele Ingenieursnywerheid Opleidingsraad;

“**Registrateur**” die Registrateur van Mannekragopleiding aangestel kragtens die Wet;

“**Siviele Ingenieursnywerheid**” of “**Nywerheid**” (behoudens die bepalings van die afbakingsvasstelling gepubliseer by Goewermentskennisgewing No. R. 1831 van 11 Oktober 1968, soos van tyd tot tyd gewysig) die Nywerheid waarin werkgewers (uitgesonderd plaaslik owerhede en die Staat) en werknemers met mekaar geassosieer is vir die verrigting van werk van siviele ingenieursaard, en omvat dit sodanige werk wat verband hou met een of meer van die volgende werksaamhede:

(a) Die konstruksie van vliegveldaanloopbane of -laaiblaaie; waterkanale; opgaarkuile of brandstofruime; brûe; kabelgange; caissons, vlotte of ander skeepstrukture; kanale; koeltorings, watertorings of ander torings; damme; dokke; hawens; kaaie of skeepswerwe; grondwerke; bedekkings, omhulsels of stutte vir installasies, masjinerie of uitrusting; fabriek- of werkeskoorstene; filtreerbeddings; land- of seeverdedigingswerke; mynskagtorings; pypleidinge; piere; treinspore; reservoirs; rivierwerke; paaie of strate; rioolwerke; riole; skagte of tunnels; silo's sportvelde of -terreine; swembaddens; viadukte of waterbehandelingsinstallasies;

(b) uitgrawingswerk of die konstruksie van fondamente, hyserskagte, heiwere, keermure, trapkuile, ondergrondse parkeergarages of ander ondergrondse strukture;

(c) die asfaltering, betonnering, begruising, gelyk-making of bestrating van parkeergebiede, sypaaidjies, paaie, strate, vliegveldaanloopbane of laaiblaaie, persele of terreine; en omvat dit verder—

(i) alle werk van 'n soortgelyke aard of werk wat gepaard gaan met of voortspruit uit enige van voormelde werksaamhede; en

(ii) die maak, herstel, nagaan of opknapping van gereedskap, voertuie, installasies, masjinerie of uitrusting in werkwinkels wat bedryf word deur werkgewers wat betrokke is by enige een van die werksaamhede wat in paragraaf (a) tot en met (c) bedoel word,

maar uitgesonderd—

(aa) werk wat verband hou met een of meer van die werksaamhede in (b) hierbo uiteengesit, waar sodanige werk, wanneer dit onderneem word in verband met die oprigting van strukture wat die algemene kenmerk van geboue het en, ongeag of sodanige werk probleme van siviele ingenieursaard behels al dan nie, gedoen word deur die werkgewers wat sodanige strukture oprig;

(ac) any work falling within the scope of the Iron, Steel, Engineering and Metallurgical Industries as defined in the Agreement published under Government Notice No. R. 479 of 29 March 1974;

"employee" means any employee, as defined in the Act, who is employed by or who performs work for an employer in the Industry;

"employer" means any employer, as defined in the Act, who employs or provides work for any employee in the Industry;

"Federation" means the South African Federation of Civil Engineering Contractors;

"Fund" means the Civil Engineering Industry Training and Development Fund referred to in clause 5;

"Registrar" means the Registrar of Manpower Training appointed in terms of the Act; and

"Scheme" means the Civil Engineering Industry Training Scheme.

#### 4. OBJECTS OF THE SCHEME

The objects of the Scheme shall be—

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

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

#### 5. CIVIL ENGINEERING INDUSTRY TRAINING AND DEVELOPMENT FUND

(1) The Civil Engineering Industry Training Fund, established in terms of Government Notice No. R. 2352 of 22 December 1972, is hereby continued and shall, with effect from the date of coming into operation of this Scheme be known as the Civil Engineering Industry Training and Development Fund.

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

(3) Into the Fund shall be paid—

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

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

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

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

#### 6. ESTABLISHMENT AND FUNCTIONS OF THE CIVIL ENGINEERING INDUSTRY TRAINING BOARD

(1) The Civil Engineering Industry Training Board has been established by the South African Federation of Civil Engineering Contractors in accordance with a constitution approved by the Registrar.

(ab) werk wat verband hou met een of meer van die werksaamhede in (c) hierbo uiteengesit, wanneer dit onderneem word as 'n bykomstige werksaamheid in verband met die oprigting van strukture wat die algemene kenmerk van geboue het of wanneer dit onderneem word deur die werkgewers wat sodanige strukture oprig, en

(ac) enige werk wat binne die bestek van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede val, soos omskryf in die Ooreenkoms wat by Goewermentskennisgewing No. R. 479 van 29 Maart 1974 gepubliseer is;

"Skema" die Opleidingskema vir die Siviele Ingenieursnywerheid;

"werkgewer" enige werkgewer soos in die Wet omskryf, wat enige werknemer in diens het of van werk voorsien in die Nywerheid;

"werknemer" enige werknemer soos in die Wet omskryf, wat in diens is by of werk vir 'n werkgewer in die Nywerheid; en

"Wet" die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981).

#### 4. DOELSTELLINGS VAN DIE SKEMA

Die doelstellings van die Skema is—

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

(b) om die administrasie en doelstellings van die Raad, soos in sy konstitusie uiteengesit, te finansier.

#### 5. SIVIELE INGENIEURSNYWERHEID OPLEIDINGS- EN ONTWIKKELINGSFONDS

(1) Die Opleidingsfonds vir die Siviele Ingenieursnywerheid, ingestel ingevolge Goewermentskennisgewing No. R. 2352 van 22 Desember 1972, word hiermee voortgesit en sal vanaf die datum van inwerking-treding van hierdie Skema bekend staan as die Siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds.

(2) Die Fonds sal deur die Raad geadminestreer word.

(3) In die Fonds word inbetaal—

(a) opleidingsheffings kragtens klousule 7 van hierdie Skema;

(b) rente en/of kapitaal aanwas wat voortvloei uit die belegging van enige geld van die Fonds; en

(c) enige ander gelde waarop die Fonds geregtig mag word.

(4) Die gelde van die Fonds word aangewend vir die bereiking van die doelstellings van die Skema soos uiteengesit in klousule 4.

#### 6. INSTELLING EN FUNKSIES VAN DIE SIVIELE INGENIEURSNYWERHEID OPLEIDINGSRAAD

(1) Die Siviele Ingenieursnywerheid Opleidingsraad is deur die Suid-Afrikaanse Federasie van Aannemers vir Siviele Ingenieurswerk ingestel in ooreenstemming met die konstitusie wat deur die Registrateur goedgekeur is.

(2) The Board has the power to deal with all matters falling within the scope of the objects of the Scheme as set out in clause 4. ~~33~~ 33

#### 7. RETURNS AND CONTRIBUTIONS TO THE FUND

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

(a) submit to the Board, at P.O. Box 644, Bedfordview, 2008, or such other address as may be advised by the Board in writing to the employer, by the 21st day of the second month following the end of each quarter, a return showing the total salaries and wages paid by him to all his employees, excluding Directors, employed in the Industry, as well as the total number of such employees employed by him, during the three calendar months proceeding 31 March, 30 June, 30 September and 31 December of each year, which returns shall be certified annually by a public auditor or in the case of a Close Corporation, by an accounting officer;

(b) pay, by cheque, to the Civil Engineering Industry Training and Development Fund, a levy of 0,6 per cent of the total salaries and wages paid by him to all such employees as were employed by him in the Industry during the period covered by the return referred to in paragraph (a), which cheque shall accompany the said return.

(2) If any employee is employed partly in the Civil Engineering Industry and partly in another industry, the proportion of the total salaries and wages of such an employee to which the levy is to be applied, shall be the same proportion as the ratio of work done in the Civil Engineering Industry to the total work done by the employee.

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

#### 8. INFORMATION

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

#### 9. FINANCE

(1) All moneys received shall be deposited in a banking account in the name of the Fund within seven (7) days of receipt thereof: Provided that one sixth of the 0,6 per cent contribution, being 0,1 per cent of the total salary and wage return as received in terms of clause 7 (1) (b), shall be deposited in a separate account for the purpose of financing Faculties of Civil Engineering Departments at Universities in the Republic of South Africa for the benefit of the Industry.

(2) Die Raad het die bevoegdheid om met alle sake binne die bestek van die doelstellings van hierdie Skema, soos in klousule 4 uiteengesit, te handel.

#### 7. OPGAWES EN BYDRAES TOT DIE FONDS

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

(a) by die Raad te Posbus 644, Bedfordview, 2008, of sodanige ander adres as wat die Raad skriftelik aan die werkgewer mag verwittig, teen die 21ste dag van die tweede maand wat volg op die einde van elke kwartaal, 'n opgawe indien van die totale salarisse en lone wat deur hom betaal is aan al sy werknemers, Direkteure uitgesluit, wat in die Nywerheid in diens was, asook van die getal sodanige werknemers wat in sy diens was, gedurende die drie kalendermaande wat 31 Maart, 30 Junie, 30 September en 31 Desember van elke jaar voorafgaan, welke opgawes jaarliks deur 'n openbare ouditeur, of in die geval van 'n Beslote Korporasie, deur 'n rekenpligtige amptenaar gesertifiseer moet wees; en

(b) aan die Siviele Ingenieursnywerheid Opleidings- en Ontwikkelingsfonds 'n heffing betaal, per tjek, van 0,6 persent van die totale salarisse en lone wat die werkgewer betaal het aan alle sodanige werknemers wat by hom in diens was in die Nywerheid gedurende die tydperk gedek deur die opgawe in paragraaf (a) bedoel, welke tjek die genoemde opgawe moet vergeesel.

(2) Indien 'n werknemer gedeeltelik in die Siviele Ingenieursnywerheid en gedeeltelik in 'n ander nywerheid in diens is, moet die gedeelte van die totale salarisse en lone van sodanige werknemers waarop die heffing betaalbaar is, in dieselfde verhouding wees as die verhouding waarin die werk deur die werknemer in die Siviele Ingenieursnywerheid verrig, staan tot die totale werk deur hom verrig.

(3) Die koste verbonde aan die insameling van laat heffings of bydraes word verhaal op en betaal deur die betrokke werkgewer.

#### 8. INLIGTING

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

#### 9. FINANSIES

(1) Alle gelde wat ontvang word, moet inbetaal word in 'n bankrekening in die naam van die Fonds binne (7) sewe dae na ontvangs daarvan: Met dien verstande dat een sesde van die 0,6 persent bydrae, te wete 0,1 persent van die totale salaris- en loonopgawe, soos ontvang ooreenkomstig klousule 7 (1) (b), in 'n aparte rekening gedeponeer word vir die doeleindes van die finansiering van die Fakulteite van Siviele Ingenieursdepartemente aan universiteite in die Republiek van Suid-Afrika tot voordeel van die Nywerheid.



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(2) All payments made out of the Fund shall be made by cheque drawn on the banking account and shall be signed by the Director of the Board and co-signed by any other person authorized thereto in writing by the Board.

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

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

(b) National Savings Certificates;

(c) Post Office savings accounts or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks, or in such other manner as may be approved by the Registrar.

(4) The Board shall annually appoint a public auditor, who shall be paid out of the Fund, to audit the accounts of the Fund for the period ending on 30 June. Two copies of the audited accounts shall be made available to the Federation and a copy shall be forwarded to the Registrar. Copies shall also be furnished to all contributors to the Fund, on request.

#### 10. DISSOLUTION OF THE FUND

(1) Upon the termination of the Scheme, the assets of the Fund shall be transferred to the Board for disposal in accordance with its constitution, after consultation with the Federation.

(2) All administrative charges and liabilities of the Scheme shall then be charged against the Board.

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

#### 11. AGENTS

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

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

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

#### 12. INDEMNITY

The members of the Board shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or arising from any act performed in their *bona fide* administration of the Fund, or arising from the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members, or by reason of any other matter or thing, save individual wilful or fraudulent acts on the part of such members as can be held responsible and any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising from an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

(2) Alle betalings wat uit die Fonds gemaak word moet geskied by wyse van 'n tjek getrek teen die bankrekening van die Skema en geteken deur die Direkteur van die Raad en medeonderteken deur enige ander persoon wat skriftelik deur die Raad daartoe gemagtig is.

(3) Fondse wat nie vir onmiddellike gebruik nodig is nie, moet na die goeddunke van die Raad belê word in—

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

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke, of op sodanige ander wyse as wat die Registrateur mag goedkeur.

(4) Die Raad moet jaarliks 'n openbare ouditeur aanstel, wat uit die Fonds betaal moet word, om die rekening van die Fonds te oudit vir die periode wat op 30 Junie eindig. Twee afskrifte van die geouditeerde state moet beskikbaar gestel word aan die Federasie en 'n afskrif moet aan die Registrateur versend word. Afskrifte moet ook op versoek beskikbaar gestel word aan alle bydraers tot die Fonds.

#### 10. ONTBINDING VAN DIE FONDS

(1) By die beëindiging van die Skema, moet die bates van die Fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie en na oorleg met die Federasie daarvoor moet beskik.

(2) Alle administratiewe koste en skulde van die Skema word dan teen die Raad in berekening gebring.

(3) Die Registrateur moet vroegtydig van die beëindiging van die Skema in kennis gestel word.

#### 11. AGENTE

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

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

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

#### 12. VRYWARING

Die lede van die Raad is nie aanspreeklik nie vir enige verlies vir die Fonds wat voortspruit uit enige onbehoorlike belegging gemaak te goeder trou, of deur enige optrede in hul *bona fide*-administrasie van die Fonds, of deur die nalatigheid of bedrog van enige persoon in diens van die Raad, of as gevolg van 'n handeling of versuim deur lede, of as gevolg van enige ander saak, uitgesluit individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word en enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeloopt deur hom in die verdediging van enige vervolging, hetsy siviel of strafregtelik, voortspruitend uit 'n bewering waarby kwade trou betrokke is en waarin regspraak in sy guns gelewer word of waarvan hy vrygespreek word.



**33** 13. EXEMPTIONS

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, must be submitted to the Civil Engineering Industry Training Board, P.O. Box 644, Bedfordview, 2008, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower.

**No. R. 1636** **12 July 1991**

## LABOUR RELATIONS ACT, 1956

## ELECTRICAL INDUSTRY (NATAL): RENEWAL OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 2748 of 11 December 1987, R. 1660 of 19 August 1988, R. 398 of 23 February 1990 and R. 136 of 25 January 1991, to be effective from the date of publication of this notice and for the period ending 30 September 1991.

**D. VAN DER WALT,**  
Director: Labour Relations.

**No. R. 1637** **12 July 1991**

## LABOUR RELATIONS ACT, 1956

## CLOTHING INDUSTRY, EASTERN PROVINCE: RENEWAL OF PROVIDENT FUND AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice No. R. 706 of 5 April 1991 to be effective from the date of publication of this notice and for the period ending 30 June 1992.

**D. VAN DER WALT,**  
Director: Labour Relations.

**DEPARTMENT OF TRADE AND INDUSTRY**

**No. R. 1606** **12 July 1991**

## PRICE CONTROL ACT, 1964

## MAXIMUM DEPOSITS IN RESPECT OF RETURNABLE SOFT DRINK BOTTLES

I, Hermanus Hendrikus Jacobus Steyn, Price Controller, do hereby in terms of section 5 of the Price Control Act, 1964 (Act No. 25 of 1964), prescribe as follows:

## 13. VRYSTELLINGS

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die Siviele Ingenieursnywerheid Opleidingsraad, Posbus 644, Bedfordview, 2008, ingedien word, wat sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstuur na die Direkteur-generaal: Mannekrag.

**No. R. 1636** **12 Julie 1991**

## WET OP ARBEIDSVERHOUDING, 1956

## ELEKTROTEGNIËSE NYWERHEID (NATAL): HERNUWING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 2748 van 11 Desember 1987, R. 1660 van 19 Augustus 1988, R. 398 van 23 Februarie 1990 en R. 136 van 25 Januarie 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1991 eindig.

**D. VAN DER WALT,**  
Direkteur: Arbeidsverhoudinge.

**No. R. 1637** **12 Julie 1991**

## WET OP ARBEIDSVERHOUDINGE, 1956

## KLERASIENYWERHEID, OOSTELIKE PROVINSIE: HERNUWING VAN VOORSORGFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewing No. R. 706 van 5 April 1991 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig.

**D. VAN DER WALT,**  
Direkteur: Arbeidsverhoudinge.

**DEPARTEMENT VAN HANDEL EN NYWERHEID**

**No. R. 1606** **12 Julie 1991**

## WET OP PRYSBEHEER, 1964

## MAKSIMUM DEPOSITO'S TEN OPSIGTE VAN TERUGSTUURBARE KOELDRANKBOTTELS

Ek, Hermanus Hendrikus Jacobus Steyn, Prys-kontroleur, bepaal hierby ingevolge artikel 5 van die Wet op Prysbeheer, 1964 (Wet No. 25 van 1964), soos volg:

# Employment fears in building sector

33  
Biday 17/7/91  
Reports by  
PETER GALLI

LARGE retrenchments in the building industry appear inevitable, the Building Industries Federation of SA (Bifsa) says in its 1990 statistical yearbook, released recently.

To make matters worse, a large proportion of the people who might lose their jobs will have very little prospect of finding employment again, especially unskilled workers, it adds.

However, Bifsa chief economist Charles Martin feels that the building industry has already experienced the worst as far as retrenchments are concerned, with more than 30% of staff laid off during 1989 and 1990.

"I expect another 5% to 10% of people in the industry to be retrenched this year. Retrenchments will probably move sideways until the expected economic upturn impacts on the construction industry in the second half of 1992," he says.

A survey by Andrew Levy & Associates on retrenchment in various sectors of the economy shows that trade unions will be fighting retrenchments harder than ever before, even where well-established retrenchment provisions are embodied in agreements between employers and trade unions, says Bifsa.

Severance pay will become one of the most important issues in retrenchment negotiations in the years ahead.

The survey shows that the most com-

mon reason for retrenchment has been the economic downturn, followed by restructuring and rationalisation.

Martin says: "The unskilled sector has suffered the most.

"Many cannot find alternative employment, but those with some form of skill have moved into the informal sector and attempted to sell their skills there."

The construction industry does not offer training in other fields for these people.

Bifsa is involved in a 12-week training programme to help unemployed people acquire literacy and basic building skills.

The short-term effect of the lifting of sanctions is negligible on the building industry.

However, it will be felt in the medium term, as there has to be an improvement in general economic conditions before the construction industry turns up.

"The violence in the townships needs to be addressed to create investor confidence in SA and to facilitate low-cost home building in these areas.

"Unless this issue is resolved, even if short-term funds are made available, building in these areas will remain almost impossible," says Martin.

## Union accused of unfair dismissals

South 18/7-24/7/91

By Thoraya Pandy

33

THE Construction and Allied Workers Union (Cawu) has been accused of unfairly dismissing two workers.

Mr Melisizwe Zihlangu and Mr Monde Ncayo were employed on probation for three months by the union last year. After the probation period, the union assessed work done by them and their conduct as organisers of the union.

"Workers felt that they did not service the union efficiently and were involved in trying to sow division in the union. At some of the factories, they attempted to get workers to move out of Cawu," said one of its organisers, Mr Lulu Mqikena.

The dismissed men are now planning Industrial Court action against the union.

The union held talks with lawyers representing Zihlangu and Ncayo on Wednesday but could not reach agreement.

"The dismissal was fair in all respects. We cannot understand why they still want to pursue the matter."

One of the lawyers representing the men, Mr Bob von Witt, said the matter would be referred to the Industrial Court for determination.

No. R. 1797

2 August 1991

LABOUR RELATIONS ACT, 1956 (33)

## BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN: AMENDMENT OF MAIN AGREEMENT (1991)

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1992, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

**SCHEDULE****INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)****AGREEMENT**

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

**Bloemfontein Master Builders' and Allied Trades Association,**

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

**Amalgamated Union of Building Trade Workers of South Africa**

**Building Industries Workers' Union**

and

**White Building Workers' Union**

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

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

to amend the Main Agreement published under Government Notice No. 2473 of 6 November 1987, as amended and renewed by Government Notices Nos. R. 1639 of 12 August 1988, R. 2453 of 2 December 1988, R. 1458 of 7 July 1989, R. 1805 of 18 August 1989, R. 1147 and R. 1148 of 24 May 1990 and R. 1367 of 14 June 1991.

No. R.-1797

2 Augustus 1991

WET OP ARBEIDSVERHOUDINGE, 1956

## BOU- EN MONUMENTKLIPMESSSELNYWERHEID, BLOEMFONTEIN: WYSIGING VAN HOOFDOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1992 eindig, bindend is vir die werkgeversorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1992 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

**BYLAE****NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (BLOEMFONTEIN)****OOREENKOMS**

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

**Bloemfontein Master Builders' and Allied Trades Association**

(hierna die "werkgevers" of die "werkgeversorganisasie" genoem), aan die een kant, en die

**Amalgamated Union of Building Trade Workers of South Africa**

**Building Industries Workers' Union**

en

**Blanke Bouwerkersvakbond**

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

wat die partye is by die Nywerheidsraad vir die bounywerheid (Bloemfontein),

om die Hoofdooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 2473 van 6 November 1987, soos gewysig en hernieu by Goewermentskennisgewings Nos. R. 1639 van 12 Augustus 1988, R. 2453 van 2 Desember 1988, R. 1458 van 7 Julie 1989, R. 1805 van 18 Augustus 1989, R. 1147 en R. 1148 van 25 Mei 1990 en R. 1367 van 14 Junie 1991 te wysig.

**1. AREA AND SCOPE OF APPLICATION OF AGREEMENT**

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

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

(b) in the Magisterial District of Bloemfontein (including that portion of Bloemfontein which prior to the publication of Government Notice 1081 of 18 May 1990, fell within the Magisterial District of Botshabelo).

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

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

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

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(d) apply to working partners and working directors, principals and contractors;

(e) not apply to persons who are engaged in the installation or wiring of lighting, heating, or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings where such work is undertaken by an employer who falls under the jurisdiction of another industrial council;

(f) not apply to university students and graduates in building science, construction supervisors, construction surveyors and other such persons doing practical work as a part of their academic training, or to supervisory personnel;

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

(h) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

**2. CLAUSE 4: WAGES**

(1) Substitute the following for clause 4 (1):

“(1) *General*: No employer shall pay and no employee shall accept wages at rates lower than the following:

	<i>Cents per hour</i>
(a) Artisan .....	7,82
(b) All other employees .....	2,20
(c) All other employees in the employ of the same employer for a period of six months or longer .....	2,50.”

(2) Insert the following subclause (5):

(5) Attendance bonus:

“An attendance bonus of 15c per hour shall be payable to all general workers who were employed for at least 40 hours in one specific week.”

**3. CLAUSE 20: SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS**

(1) In subclause (1) substitute the following for paragraph (j) and the subsequent table:

“(j) Provident fund for general workers . . . Column J.

(k) Total amount . . . Column K.”

**1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS**

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

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

(b) in die landdrosdistrik Bloemfontein (ingesluit die gedeelte van Bloemfontein wat volgens Goewermentskennisgewing 1081 van 18 Mei 1990, by die distrik Botshabelo ingelyf is).

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

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

(b) van toepassing op vakleerlinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) van toepassing op kwekelinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(d) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;

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

(f) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap, konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding en toesighoudende personeel;

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

(h) onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bou-nywerheid en meubelnywerheid.

**2. KLOUSULE 4: LONE**

(1) Vervang klousule 4 (1) deur die volgende:

“(1) *Algemeen*: Geen lone wat laer is as dié hieronder genoem, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	<i>Sent per uur</i>
(a) Ambagsman .....	7,82
(b) Alle ander werknemers .....	2,20
(c) Alle ander werknemers werksaam vir ses maande of langer by dieselfde werkgewer ....	2,50”.

(2) Voeg die volgende subklousule (5) in:

(5) Bywoningsbonus:

“ 'n Bywoningsbonus van 15c per uur is betaalbaar aan alle algemene werkers wat in 'n bepaalde week minstens 40 uur gewerk het.”

**3. KLOUSULE 20: AANVULLENDE BESOLDING EN BYDRAES**

(1) In subklousule (1), vervang paragraaf (j) en die daaropvolgende tabel deur die volgende:

“(j) Voorsorgfonds vir algemene werkers . . . Kolom J.

(k) totale bedrag . . . Kolom K.”

*Address:* The Director-General of Public Works and Land Affairs, Private Bag X65, Pretoria, 0001.

*Place:* Pretoria.

*Date of signature:* 12 July 1991.

*As witnesses:*

1. ....J. C. E. Bure.

2. ....L. E. Velthuysen.

(2 August 1991)

*Adress:* Die Direkteur-generaal van Openbare Werke en Grondsake, Privaatsak X65, Pretoria, 0001.

*Plek:* Pretoria.

*Datum van ondertekening:* 12 Julie 1991.

*As getuies:*

1. ....J. C. E. Bure.

2. ....L. E. Velthuysen.

(2 Augustus 1991)

### NOTICE 695 OF 1991

#### LABOUR RELATIONS ACT, 1956

33

#### APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF AN INDUSTRIAL COUNCIL

I, David William James, Industrial Registrar, do hereby, in terms of section 19 (2), as applied by section 19 (9), of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Building Industrial Council—North and West Boland. Particulars of the application are reflected in the subjoined table.

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

#### TABLE

*Name of industrial council:* Building Industrial Council—North and West Boland.

*Date on which application was lodged:* 3 June 1991.

*Interests and area in respect of which application is made:* The Building Industry in the Magisterial Districts of Ceres, Moorreesburg and Tulbagh.

For the purposes hereof the Building Industry is defined as follows:

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

*Bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;

### KENNISGEWING 695 VAN 1991

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N NYWERHEIDSRAAD

Ek, David William James, Nywerheidsregistrator, maak ingevolge artikel 19 (2) soos toegepas by artikel 19 (9) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Building Industrial Council—North and West Boland. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige persoon wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van die publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou, Schoemanstraat 215, Pretoria (Posadres: Privaatsak X117, Pretoria, 0001).

#### TABEL

*Naam van nywerheidsraad:* Building Industrial Council—North and West Boland.

*Datum waarop aansoek ingedien is:* 3 Junie 1991.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Die Bounywerheid in die landdrostrikte Ceres, Moorreesburg en Tulbagh.

Vir die doeleindes hiervan word die Bounywerheid soos volg omskryf:

"Bounywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, instand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat daarin uitgevoer of verrig word deur persone wat betrokke is by ondervermelde bedryghede of onderafdelings daarvan, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige sloping nie met die doel om die terreine vir bouwerk-saamhede voor te berei, verrig is nie:

*Messelwerk*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke of tuinmure en/of grensmure met style, blaaie of enige ander materiale;

*Concrete paving*, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms an integral part of the structure or not;

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

*joinery*, which includes the manufacture of all articles of joinery, whether or not the fixing of the article in the building or structure is done by the person making or preparing the article used;

*lead light making*, which includes the manufacture and/or fixing of lights and display signs, and the glazing relating thereto;

*masonry*, which includes stone cutting and building, also the cutting and building of ornamental stonework, concreting and the fixing or building of precast and/or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery, other than stone polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*metalwork*, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks, the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metalwork, and the manufacture and/or fixing of drawn metalwork and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

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

*betonplaveiwerk*, wat die volgende insluit: Die lê van beton op die grond tussen geboue, asook betonpaadjies wat op dieselfde terrein as 'n gebou gelê word, hetsy sodanige plaveisel 'n integreerende deel van die bouwerk uitmaak of nie;

*lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

*skrynerwerk*, wat die vervaardiging van alle skrynerwerk-artikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameligte en die beglasing in verband daarmee;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sierklipwerk, betonnering en die aanbring of bou van voorafgegiete en/of kunsklip- of marmierplaveisel, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad, die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende prosesse insluit: Letterskildering en muurversiering, versiering, emaljering, vlamskildering, marmering, beitsing, vernissing, glasering, vergulding, belyning, sjablonering, muurplakking, spuitskildering, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat ook insluit die verwydering van verf, skraping, die was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevoering, komposisiemuurbedekking en -polering, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfalt-of bitumineuse mastiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

33

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

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

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

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

*Interests and area in respect of which registration is held:* The Building Industry, excluding electrical installation, which includes electrical fitting and wiring and operations incidental thereto in the Magisterial Districts of Hopefield, Piketberg, Vredenburg and Worcester and the municipal area of Moorreesburg.

Address of the applicant to which copies of objection are to be delivered or posted:

(a) *Office address:* 162 Durban Street, Worcester.

(b) *Postal address:* P.O. Box 240, Worcester, 6850.

The procedure laid down in paragraph (b), (c), (d), (e) and (f) of section 19 (2) of the Labour Relations Act, 1956, applies *mutatis mutandis* in connection with any objection lodged in respect of this application for the variation of the scope of registration of the Industrial Council.

**D. W. JAMES,**  
Industrial Registrar.

(2 August 1991)

#### NOTICE 696 OF 1991

#### DEPARTMENT OF POSTS AND TELECOMMUNICATIONS

#### AMENDMENT OF THE TARIFF FOR TELECOMMUNICATION SERVICES

It is hereby made known, in terms of section 2B (3A) of the Post Office Act, 1958 (Act No. 44 of 1958), that the Postmaster General, acting under section 2B (1) (e) of the said Act and with the approval of the Minister for Economic Co-ordination and Public Enterprises, has determined that the fees set out in the undermentioned Schedule are to be demanded or received in respect of the services concerned.

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

*staalwapening*, wat die volgende insluit: Die maak en oprigting van bekisting en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

*staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

*houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorraad, masjinerie, draaiwerk, houtsnywerk, die aanbring van golfyster-, asbesteël-, dakspaan- en ander dakbedekings, klank- en akoestiekmetaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedeking, die aanbring van proppe in mure, die bedekking van houtwerk van metaal, blokkies- en ander bevloering, met inbegrip van van bevloering van hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiale op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

*Belange en gebied ten opsigte waarvan registrasie gehou word:* Die Bounywerheid, uitgesonderd elektriese installering, wat die volgende insluit: Elektrotegniese montering en bedrading en werksaamhede wat daarmee gepaard gaan, in die landdrostdistrikte Hopefield, Piketberg, Vredenburg en Worcester en die munisipale gebied van Moorreesburg.

Adres van die applikant waar afskrifte van besware afgelewer of waarheen dit gestuur moet word:

(a) *Kantooradres:* Durbanstraat 162, Worcester.

(b) *Posadres:* Posbus 240, Worcester, 6850.

Die prosedure voorgeskryf by paragrawe (b), (c), (d), (e) en (f) van artikel 19 (2) van die Wet op Arbeidsverhoudinge, 1956, is *mutatis mutandis* van toepassing in verband met 'n beswaar wat ingedien word ten opsigte van hierdie aansoek om verandering van die registrasiebestek van die Nywerheidsraad.

**D. W. JAMES,**  
Nywerheidsregistrateur.

(2 Augustus 1991)

#### KENNISGEWING 696 VAN 1991

#### DEPARTEMENT VAN POS- EN TELEKOMMUNIKASIEWESE

#### WYSIGING VAN DIE TARIEFLYS VIR TELEKOMMUNIKASIEDIENSTE

Hiermee word ingevolge artikel 2B (3A) van die Poswet, 1958 (Wet No. 44 van 1958), bekendgemaak dat die Posmeester-generaal, handelende kragtens artikel 2B (1) (e) van genoemde Wet en met die goedkeuring van die Minister vir Ekonomiese Koördinerende en Openbare Ondernemings bepaal het dat die gelde uiteengesit in die onderstaande Bylae ten opsigte van die betrokke dienste geëis of ontvang moet word.



**NOTICE 697 OF 1991**

NOTICE OF APPLICATION FOR APPROVAL FOR THE ERECTION OF A NEW ABATTOIR IN TERMS OF SECTION 12 (1) OF THE ABATTOIR INDUSTRY ACT, 1976 (ACT No. 54 OF 1976)

It is hereby made known in terms of section 12 (1) of the Abattoir Industry Act, 1976 (Act No. 54 of 1976), that Mr A. J. Ivy of P.O. Box 15, Munnik, 0703 has in terms of section 11 of the said Act applied to the Minister of Agriculture for approval for the erection of a new abattoir at "Bloemtuin" (828), Portion B, Munnik, 0703.

If the application is granted, the abattoir will be used for the slaughter of five units per day for supplying meat to the residents of Munnik and vicinity.

Any person intending to submit representations or objections in regard to the above-mentioned application shall forward such representations or objections to the Chairman, Abattoir Commission, Private Bag X250, Pretoria, 0001, within a period of 30 days from the date of publication of this notice and in the manner set out in the regulations published under the said Act.

Attention is invited to the provisions of regulation 11 (6) of the said regulations which require any person who submits objections to an application to the Minister to serve on the applicant concerned a copy of the document in which his objections are set out.

*Note:* The regulations require that objections be affirmed under oath and submitted in triplicate.

(2 August 1991)

33  
161

**NOTICE 698 OF 1991**

**DEPARTMENT OF MANPOWER  
LABOUR RELATIONS ACT, 1956**

**APPLICATION FOR REGISTRATION OF A TRADE UNION**

I, David William James, Industrial Registrar do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the Building, Motor, Engineering and Allied Workers Union. Particulars of the application are reflected in the subjoined table.

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

**TABLE**

*Name of trade union:* Building, Motor, Engineering and Allied Workers Union.

*Date on which application was lodged:* 4 July 1991.

*Interest and area in respect of which application is made:* Persons employed in the undermentioned industries and undertakings in the Province of the Transvaal and the Province of the Orange Free State:

- I Building Industry;
- II Motor Industry;

**KENNISGEWING 697 VAN 1991**

KENNISGEWING VAN AANSOEK OM GOEDKEURING VIR DIE OPRIGTING VAN 'N NUWE ABATTOIR KRAGTENS ARTIKEL 12 (1) VAN DIE WET OP DIE ABATTOIRBEDRYF, 1976 (WET No. 54 VAN 1976)

Kennis geskied hiermee kragtens artikel 12 (1) van die Wet op die Abattoirbedryf, 1976 (Wet 54 van 1976), dat mnr. A. J. Ivy, van Posbus 15, Munnik, 0703, kragtens artikel 11 van genoemde Wet by die Minister van Landbou aansoek gedoen het om goedkeuring vir die oprigting van 'n nuwe abattoir te "Bloemtuin" (828), Gedeelte B, Munnik, 0703.

Indien die aansoek toegestaan word, sal die abattoir gebruik word vir die slag van vyf eenhede per dag vir die voorsiening van vleis aan die Munnikomgewing.

Iemand wat verhoë of besware in verband met die bogenoemde aansoek wil rig, moet sodanige verhoë of besware aan die Voorsitter, Abattoirkommissie, Privaatsak X250, Pretoria, 0001, rig binne 'n tydperk van 30 dae vanaf datum van publikasie van hierdie kennisgewing en op die wyse uiteengesit in die regulasies kragtens genoemde Wet uitgevaardig.

Aandag word gevestig op die bepalings van regulasie 11 (6) van die genoemde regulasies wat vereis dat iemand wat verhoë of besware teen 'n aansoek aan die Minister voorlê, terselfdertyd 'n afskrif van die stuk waarin sy besware uiteengesit is op die betrokke applikant moet bestel.

*L.W.:* Die regulasies vereis dat besware onder eed bevestig en in drievoud voorgelê moet word.

(2 Augustus 1991)

**KENNISGEWING 698 VAN 1991**

**DEPARTEMENT VAN MANNEKRAG  
WET OP ARBEIDSVERHOUDINGE, 1956  
AANSOEK OM REGISTRASIE VAN 'N  
VAKVERENIGING**

Ek, David William James, Nywerheidsregistrator, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die Building, Motor, Engineering and Allied Workers Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

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

**TABEL**

*Naam van vakvereniging:* Building, Motor, Engineering and Allied Workers Union.

*Datum waarop aansoek ingedien is:* 4 Julie 1991.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Persone in diens in ondervermelde nywerhede en ondernemings in die provinsie Transvaal en die provinsie die Oranje-Vrystaat:

- I Bounywerheid;
- II Motornywerheid;

- III Electrical Contracting Industry;  
 IV Electrical Engineering Industry;  
 V Security Services Undertaking; and  
 VI Local Authority Undertaking.

33-  


For the purposes hereof the above-mentioned industries and undertakings are defined as follows:

**I "Building Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or making articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed and the material is prepared on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof; including excavations and the preparing of sites for buildings as well as the demolition of buildings:

*Bricklaying*, which includes concreting and the fixing of concrete blocks, slabs, or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work and asphalt and sheeting;

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

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

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

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

*masonry*, which includes stone cutting and building, also the cutting and building of ornamental and monumental stonework and the manufacture and erection of gravestones and cemetery memorials of all types, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery, other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

- III Elektrotegniese Aannemingsnywerheid;  
 IV Elektrotegniese Ingenieursnywerheid;  
 V Sekuriteitsdiensteonderneming; en  
 VI Plaaslike Owerheidsonderneming.

Vir die doeleindes hiervan word bovermelde nywerhede en ondernemings soos volg omskryf:

**"I Bounywerheid"** beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, hetsy die werk verrig en die materiaal voorberei word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by ondervermelde bedrywighede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue sowel as die sloping van geboue:

*Messelwerk*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisie-materiaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating;

*lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

*beglasing*, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of ander dergelike produkte in die sponnings gevorm in hout- of metaaldeure, -venters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee gepaard gaan;

*skrynwark*, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwarkartikels wat met sodanige toebehore gepaard gaan, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie, met inbegrip van rak-kaste, kombuis-kaste of ander kombuisvastetoebehore wat by die gebou hoort as permanente deel daarvan;

*ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameligte (uitgesonderd elektriese toebehore wat daarmee gepaard gaan), en die beglasing in verband daarmee;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sier- en monumentklipwerk en die vervaardiging en oprigting van grafstene en begraafplaasgedenktekens van alle soorte, betonnering en die aanbring of bou van voorafgegiete en/of kunsklip of marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

33

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

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

*painting*, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paper-hanging, spraying, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which further includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

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

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

*shop, office and bank fitting*, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures; steel reinforcing, which includes the making and erection of shuttering and the supervising of the bending, placing and fixing in position of steel and concrete;

*asfaltering*, wat die volgende insluit: Die bedekking van vloere of plat en/of skuinsdakke of die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltplate met geglasuurde of ongeglasuurde oppervlakke, hetsy met gebruikmaking van teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastiek of emulsie-asfalt of -bitumen, wat óf warm óf koud aan sodanige dakke, vloere, kelders of fondamente aangewend word;

*metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalventers, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, tesame met die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende prosesse insluit: Versiering, emaljerig, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjablonering, muurplakking, spuitskuldering, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat voorts insluit die verwydering van verf, skraping, die was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, modelmakery, vormmakery, die afwerking van gietfels volgens gietvorms, die maak en aanbring van gipsbordplafonne en veselpleister of ander komposisiemateriale, granoliet- terrasso- en komposisiebevloering, komposisiemuurbedekking en -polering, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller, die bediening van 'n meerdoelige sny- en afwerkmasjien, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, plaatgaaswerk akoestiekspuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbanke, skermes en binnenshuise los en vaste toebehore;

*staalwapening*, wat die volgende insluit: Die maak en oprigting van bekisting en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

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

*woodworking*, which includes carpentry, woodworking, machining, turning, carving, the fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, the fitting of plugs in walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber, and the sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

II "**Motor Industry**" means (without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956) the industry concerned with—

(a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—

- (i) chassis and/or bodies of motor vehicles;
- (ii) internal combustion engines and transmission components of motor vehicles;
- (iii) electrical equipment connected with motor vehicles, including radios;
- (b) automotive engineering;
- (c) repairing, vulcanising and/or retreading tyres;
- (d) repairing, servicing and/or reconditioning batteries for motor vehicles;
- (e) the business of parking and/or storing motor vehicles;
- (f) the business conducted by filling and/or service stations;
- (g) the business carried on mainly or exclusively for the sale of motor vehicles or of motor vehicle parts and/or spares and/or accessories (whether new or used), whether or not such sale is conducted from premises that are attached to a part of an establishment in which the assembly or repair of motor vehicles is carried out;
- (h) the business conducted by motor graveyards;

(i) the business conducted by manufacturing establishments in which motor vehicle parts and/or spares and/or accessories and/or components are fabricated;

(j) vehicle body building;

(k) the sale of tractors and agricultural and irrigation equipment (not connected with the manufacture thereof).

*staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

*houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, masjinerie, draaiwerk, houtsnijwerk, die aanbring van golfyster-, asbesteël-, dakspaan- en ander dakbedekkings, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevoering, met inbegrip van bevoering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

II "**Motornywerheid**" beteken (sonder om die gewone betekenis van die uitdrukking enigerwys te beperk en behoudens die bepalings van enige afbakeningsvasstelling gemaak kragtens artikel 76 van die Wet op Arbeidsverhoudinge, 1956) die nywerheid wat te doen het met—

(a) montering, oprigting, toetsing, hervervaardiging, herstelwerk, verstelwerk, opknapping, bedrading, stofering, bespuiting, verfwerk en/of vernuwing uitgevoer in verband met—

- (i) onderstelle en/of bakke van motorvoertuie;
- (ii) binnebrandenjins en transmissiekomponente van motorvoertuie;
- (iii) elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;
- (b) motoringenieurswerk;
- (c) die herstel, vulkanisering en/of versoling van buitebande;
- (d) die herstel, versiening en/of vernuwing van batterye vir motorvoertuie;
- (e) die besigheid gedryf deur ondernemings vir die parkering en/of stalling van motorvoertuie;
- (f) die besigheid gedryf deur vul- en/of diensstasies;
- (g) die besigheid hoofsaaklik of uitsluitlik gedryf vir die verkoop van motorvoertuie of van motorvoertuigonderdele en/of -reserwedele en/of -bybehore (hetsy nuut of gebruik), hetsy, al dan nie, sodanige verkoop geskied vanuit 'n perseel wat verbind is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering of herstel van motorvoertuie uitgevoer word;
- (h) die besigheid gedryf deur motorslopingsondernemings;

(i) die besigheid gedryf deur vervaardigingsbedryfsinrigtings waarin motorvoertuigonderdele en/of -reserwedele en/of -bybehore en/of komponente vervaardig word;

(j) voertuigbakkbou;

(k) die verkoop van trekkers en landbou- en besproeiingsuitrusting (nie gekoppel aan die vervaardiging daarvan nie).

For the purposes of this definition—

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"*automotive engineering*" means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishments dismantle and repair motor vehicles or not;

"*motor vehicle*" means any wheeled conveyance that is propelled by mechanical power (other than steam) or electrically and that is designed for haulage and/or for the transportation of persons and/or goods and/or loads, and includes a trailer and a caravan but does not include any equipment designed to run on fixed tracks, a trailer designed to transport loads of 27 273 kg or over, or an aircraft; and

"*vehicle body building*" means any or all of the following activities carried on in vehicle body building establishment, but does not include vehicle body building done by assembly establishments incidental to the assembly of motor vehicles:

(i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;

(ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure, and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;

(iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or any superstructure;

(vi) the building of trailers, but excluding the manufacture of wheels or axles therefor; and

(vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i) to (vi) above;

and for the purposes of this definition, "vehicle" does not include an aircraft.

"*Motor Industry*" as defined above does not include the following:

(a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for an normally engaged in the production of metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;

(b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar services in respect of motor cars, motor lorries or motor trucks;

(c) the manufacture and/or maintenance and/or repairs of—

(i) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;

Vir die doeleindes van hierdie omskrywing beteken—

"*motoringenieurswerk*" die vernuwing van binnebrandenjins of onderdele daarvan vir gebruik in motorvoertuie in bedryfsinrigtings waarin hoofsaaklik of uitsluitlik sodanige werk verrig word, hetsy daar in sodanige bedryfsinrigtings motorvoertuie uitmekaargehaal en herstel word al dan nie;

"*motorvoertuig*" enige wielvoertuig wat deur meganiese krag (uitgesonderd stoom) of elektries aangedryf word en wat ontwerp is vir trekvervoer en/of vir die vervoer van persone en/of goedere en/of vragte, en omvat dit in sleepwa en in 'n woonwa, maar nie ook uitrusting wat ontwerp is om op vaste spore te loop, 'n sleepwa wat ontwerp is om vragte van 27 273 kg of meer te vervoer of 'n vliegtuig nie; en

"*voertuigbakbou*" enige van of al ondervermelde werksaamhede wat in 'n voertuigbakboubedryfsinrigting verrig word, maar omvat dit nie voertuigbakbou deur monteerbedryfsinrigtings verrig gepaard met die montering van motorvoertuie nie:

(i) Die bou, herstel of vernuwing van kajuite en/of bakke en/of enige bobou vir enige tipe voertuig;

(ii) die vervaardiging of herstel van samestellende dele vir kajuite en/of bakke en/of enige bobou, en die montering, regstelling en installering van onderdele in kajuite of bakke of op die bobou van voertuie;

(iii) die vassit van kajuite en/of bakke en/of enige bobou aan die onderstel van enige tipe voertuig;

(iv) die bestryking en/of versiering van kajuite en/of bakke en/of enige bobou met 'n preserveermiddel of versierstof;

(v) die uitrus, stoffeer en afwerk van die binnekant van kajuite en/of bakke en/of enige bobou;

(vi) die bou van sleepwaens, maar uitgesonderd die vervaardiging van wiele of asse daarvoor; en

(vii) alle bedrywighede wat gepaard gaan met of voortspruit uit die werksaamhede bedoel in paragrawe (i) tot (vi) hierbo;

en vir die doeleindes van hierdie omskrywing omvat "voertuig" nie 'n vliegtuig nie.

"*Motornywerheid*", soos hierbo omskryf, omvat nie die volgende nie:

(a) Die vervaardiging van motorvoertuigonderdele en/of -bybehore en/of -reserwedele en/of -komponente in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die produksie van metaal- en/of plastiekgoedere van 'n ander aard op aansienlike skaal, of die verkoop van motorreserwedele en -bybehore deur monteerbedryfsinrigtings vanuit sodanige bedryfsinrigtings;

(b) die montering, bou, toetsing, herstel, regstel, opknapping, bedrading, bespuiting, verf en/of vernuwing van landboutrekkers, behalwe waar dit gedoen word in bedryfsinrigtings wat dergelike dienste lewer ten opsigte van motorkarre, vragmotors of motorvragwaens;

(c) die vervaardiging en/of onderhoud en/of herstel van—

(i) uitrusting vir siviele en werktuigkundige ingenieurswerk, en/of onderdele daarvan, hetsy dit op wiele gemonteer is al dan nie;

(ii) agricultural equipment or parts thereof;

(iii) equipment designed for use in factories and/or workshops: **(33)** **(180)**

Provided that, for the purposes of (i), (ii) and (iii) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

(iv) motor vehicle or other vehicle bodies and/or parts or components thereof made of steel plate 3,175 mm thickness or thicker, when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

(d) assembly establishments, i.e. establishments in which motor vehicles are assembled from new components on an assembly line, which includes the manufacture and/or fabrication of any motor vehicle parts or components when carried on in such establishments, but which does not include vehicle body building, except in so far as it is carried on incidental to the assembly of motor vehicles other than caravans and trailers.

**III "Electrical Contracting Industry"** means the industry in which employes and their employees are associated for the purpose of the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent part of buildings, and the repair and/or maintenance of such installations, including the cable jointing and electrical wiring associated therewith.

**IV "Electrical Engineering Industry"** means the industry in which employer and their employees are associated for the purpose of—

(a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above.

**V "Security Services Undertaking"** means the trade in which employers and their employees are associated for the purpose of guarding or protecting premises, building structures or any other fixed property, vehicles, vessels or boats or other craft and employees or other persons, and includes the depositing, withdrawal and cashing or transportation of money for or on behalf of a client, the making up thereof in specified amounts, the placing of specified amounts in envelopes and the handing over the envelopes to persons as instructed by the client, or the transportation of any other goods that have to be guarded or protected while in transit.

(ii) landbou-uitrusting of onderdele daarvan;

(iii) uitrusting bedoel vir gebruik in fabriek en/of werkinkels:

Met dien verstande dat, vir die doeleindes van (i), (ii) en (iii) hierbo, "uitrusting" nie geag word motorkarre, vragmotors en/of motorvragwaens te beteken nie;

(iv) motorvoertuig- of ander voertuigbakke en/of onderdele of komponente daarvan gemaak van staalplaat 3,175 mm dik of dikker, wanneer dit gedoen word in 'n bedryfsinrigting wat aangelê is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel, op aansienlike skaal, van uitrusting vir sivele en/of werktuigkundige ingenieurswerk;

(d) monteerbedryfsinrigtings, d.w.s. bedryfsinrigtings waarin motorvoertuie uit nuwe komponente op 'n monterbaan gemonteer word, wat die vervaardiging en/of fabrisering van enige motorvoertuigonderdele of -komponente omvat wanneer dit in sodanige bedryfsinrigting gedoen word, maar wat nie voertuigbakbou omvat nie, behalwe in sover dit gepaard gaande met die montering van motorvoertuie, uitgesonderd woonwaens en sleepwaens, gedoen word.

**III "Elektrotegniese Aannemingsnywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die doel van die ontwerp, voorbereiding (uitgesonderd die vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integreerende en permanente deel van geboue uitmaak, en die herstel en/of onderhoud van sodanige installasies, met inbegrip van die kabellasterk en elektriese bedrading wat daarmee in verband staan.

**IV "Elektrotegniese Ingenieursnywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die doel van—

(a) die vervaardiging en/of motering, uit samestelling dele, van elektriese uitrusting, naamlik generators, motore, konvertors, skakeltuig en beheeruitrusting (met inbegrip van relê's, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhitings-, kook-, bevroesings- en verkoelingsuitrusting, transformators, oonduitrusting en ander uitrusting waarby daar gebruik gemaak word van die werkbeginsels van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en dit omvat die vervaardiging van samestellende dele van voormelde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting bedoel in paragraaf (a), hierbo.

**V "Sekuriteitsdiensteonderneming"** beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om persele, bouwerke of enige ander vaste eiendom, voertuie, skepe of bote of ander vaartuie en werknemers of ander persone te bewaak of te beskerm, en dit omvat die deponering, onttrekking en wisseling of vervoer van geld vir of namens 'n kliënt, die opmaak daarvan in gespesifiseerde bedrae, die plaas van gespesifiseerde bedrae in koeverte en die oorhandiging van die koeverte aan persone soos deur die kliënt opgedra, of die vervoer van enige ander goedere wat bewaak of beskerm moet word terwyl dit vervoer word.



VI "Local Authority Undertaking" means the undertaking in which employers and their employees are associated for instituting, continuing and finishing any act, scheme or activity which is undertaken by a local authority. "Local authority" has the same meaning as that assigned to it in section 1 of the Labour Relations Act, 1956.

Postal address of applicant: P.O. Box 97004, Presas, 0114.

Office address of applicant: First Floor, Dairy Mall Building, 146 Jacob Maré Street, Pretoria;

Attention is drawn to the following requirements of section 4 of the Act;

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

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

**D. W. JAMES,**

Industrial Registrar.

(2 August 1991)

#### NOTICE 699 OF 1991

##### CENTRAL STATISTICAL SERVICE

THE HEAD: CENTRAL STATISTICAL SERVICE notifies for general information that the Consumer Price Index is as follows:

*Consumer Price Index, all items (Base 1985=100)*

**June 1991 = 232,4.**

(2 Augustus 1991)

#### NOTICE 702 OF 1991

##### CUSTOMS AND EXCISE TARIFF APPLICATIONS: LIST 29/91

The following applications concerning the Customs and Excise Tariff have been received by the Board of Trade and Industry. Any objections to or comments on these representations must be submitted to The Chief Executive Officer, Board of Trade and Industry, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the applications are those requested by the applicants and that the Board, depending on its findings, may recommend lower or higher rates of duty.

##### **Increase in the duty on:**

Electric filament lamps of 15 W or more by the substitution for the existing provisions under tariff sub-headings 8539.21.40, 8539.21.90, 8539.22.50, 8539.22.90, 8539.29.55 and 8539.29.90 of the following:

VI "Plaaslike Owerheidsonderneming" beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is vir die instelling, voortsetting en afhandeling van enige handeling, skema of aktiwiteit wat deur 'n plaaslike owerheid onderneem word. "Plaaslike owerheid" het dieselfde betekenis as dié wat daaraan geheg is by artikel 1 van die Wet op Arbeidsverhoudinge, 1956.

Posadres van applikant: Posbus 97004, Presas, 0114.

Kantooradres van applikant: Eerste Verdieping, Dairy Mall-gebou, Jacob Maréstraat 146, Pretoria.

Die aandag word gevestig op onderstaande vereistes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

**D. W. JAMES,**

Nywerheidsregistrator.

(2 Augustus 1991)

#### KENNISGEWING 699 VAN 1991

##### SENTRALE STATISTIEKDIENS

DIE HOOF: SENTRALE STATISTIEKDIENS maak vir algemene inligting bekend dat die Verbruikersprysindeks soos volg is:

*Verbruikersprysindeks, alle items (Basis 1985 = 100)*

**Junie 1991 = 232,4.**

(2 Augustus 1991)

#### KENNISGEWING 702 VAN 1991

##### DOEANE- EN AKSYNSTARIEFAANSOEKE: LYS 29/91

Onderstaande aansoeke betreffende die Doeane- en Aksynstarief is deur die Raad van Handel en Nywerheid ontvang. Enige beswaar teen of kommentaar op hierdie vertoë moet binne ses weke na die datum van hierdie kennisgewing aan die Hoof Uitvoerende Beampte, Raad van Handel en Nywerheid, Privaatsak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die aansoeke genoem word, dié is wat deur die applikant aangevra is en dat die Raad, afhangende van sy bevindings, hoër of laer skale van reg mag aanbeveel.

##### **Verhoging van die reg op:**

Elektriese gloeilampe van minstens 15 W deur die bestaande voorsienings by tariefsubpos 8539.21.40, 8539.21.90, 8539.22.50, 8539.22.90, 8539.29.55 en 8539.29.90 te vervang deur die volgende:

"Employees"	Per week										
	A	B	C	D	E	F	G	H	I	J	K
	R	R	R	R	R	R	R	R	R	R	R
All employees earning R7,82 up to and including R8,31 per hour.....	21,60	31,20	1,24	16,80	0,20	0,30	0,45	4,00	—	—	75,64
All employees earning R8,32 up to and including R9,31 per hour.....	24,40	39,20	1,24	16,80	0,20	0,30	0,45	4,00	—	—	86,44
All employees earning R9,32 and more per hour.....	27,60	44,80	1,24	16,80	0,20	0,30	0,45	4,00	—	—	95,24
All employees earning R2,20 up to and including R2,50 per hour.....	5,40	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	17,25
All employees earning R2,51 up to and including R3,64 per hour.....	7,20	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	19,05
All employees earning R3,65 up to and including R4,64 per hour.....	9,90	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	21,75
All employees earning R4,65 up to and including R7,81 per hour.....	12,60	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	24,45."

"Werknemers"	Per week										
	A	B	C	D	E	F	G	H	I	J	K
	R	R	R	R	R	R	R	R	R	R	R
Alle werknemers wat R7,82 tot en met R8,31 per uur verdien.....	21,60	31,20	1,24	16,80	0,20	0,30	0,45	4,00	—	—	75,64
Alle werknemers wat R8,32 tot en met R9,31 per uur verdien.....	24,40	39,20	1,24	16,80	0,20	0,30	0,45	4,00	—	—	86,44
Alle werknemers wat R9,32 en meer per uur verdien.....	27,60	44,80	1,24	16,80	0,20	0,30	0,45	4,00	—	—	95,24
Alle werknemers wat R2,20 tot en met R2,50 per uur verdien.....	5,40	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	17,25
Alle werknemers wat R2,51 tot en met R3,64 per uur verdien.....	7,20	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	19,05
Alle werknemers wat R3,65 tot en met R4,64 per uur verdien.....	9,90	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	21,75
Alle werknemers wat R4,65 tot en met R7,81 per uur verdien.....	12,60	—	0,55	—	0,20	0,30	0,45	0,90	0,45	9,00	24,45."

(2) In subclause (2), substitute the expression "31 (1) to 31 (8)" for the expression "31 (1) to 31 (9)".

(3) In subclause (3), substitute the following for the existing table:

"Employees"	Per hour				
	A	B	C	D	E
	c	c	c	c	c
All employees earning R7,82 up to and including R8,31 per hour.....	54	78	2	30	R1,64
All employees earning R8,32 up to and including R9,31 per hour.....	61	98	2	30	R1,91
All employees earning R9,32 and more.....	69	R1,12	2	30	R2,13
All employees earning R2,20 up to and including R2,50 per hour.....	12	—	1	—	13
All employees earning R2,51 up to and including R3,64 per hour.....	16	—	1	—	17
All employees earning R3,65 up to and including R4,64 per hour.....	22	—	1	—	23
All employees earning R4,65 up to and including R7,81 per hour.....	28	—	1	—	29."

(4) In subclause (4) (a), substitute the following for paragraph (g) and the subsequent table:

"(g) Provident Fund for General Workers . . . Column G.

(h) Total amount . . . Column H."

(2) In subklousule (2), vervang die uitdrukking "31 (1) tot en met 31 (8)" deur die uitdrukking "31 (1) tot en met "31 (9)".

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

"Werknemers"	Per uur				
	A	B	C	D	E
	c	c	c	c	c
Alle werknemers wat R7,82 tot en met R8,31 per uur verdien.....	54	78	2	30	R1,64
Alle werknemers wat R8,32 tot en met R9,31 per uur verdien.....	61	98	2	30	R1,91
Alle werknemers wat R9,32 en meer per uur verdien..	69	R1,12	2	30	R2,13
Alle werknemers wat R2,20 tot en met R2,50 per uur verdien.....	12	—	1	—	13
Alle werknemers wat R2,51 tot en met R3,64 per uur verdien.....	16	—	1	—	17
Alle werknemers wat R3,65 tot en met R4,64 per uur verdien.....	22	—	1	—	23
Alle werknemers wat R4,65 tot en met R7,81 per uur verdien.....	28	—	1	—	29."

(4) In subklousule (4) (a), vervang paragraaf (g) en die daaropvolgende tabel deur die volgende paragrafe en tabel:

"(g) Voorsorgfonds vir Algemene Werkers . . . Kolom G.

(h) Totale bedrag . . . Kolom H."



"Employees	Per week							
	A	B	C	D	E	F	G	H
All employees earning R7,82 up to and including R8,31 per hour ..	R 21,60	R 31,20	R 1,24	R 16,80	R 0,10	—	—	R 70,94
All employees earning R8,32 up to and including R9,31 per hour ..	24,40	39,20	1,24	16,80	0,10	—	—	81,74
All employees earning R9,32 and more .....	27,60	44,80	1,24	16,80	0,10	—	—	90,54
All employees earning R2,20 up to and including R2,50 per hour ..	5,40	—	0,55	—	0,10	0,45	9,00	15,50
All employees earning R2,51 up to and including R3,64 per hour ..	7,20	—	0,55	—	0,10	0,45	9,00	17,30
All employees earning R3,65 up to and including R4,64 per hour ..	9,90	—	0,55	—	0,10	0,45	9,00	20,00
All employees earning R4,65 up to and including R7,81 per hour ..	12,60	—	0,55	—	0,10	0,45	9,00	22,70."

"Werknemers	Per week							
	A	B	C	D	E	F	G	H
Alle werknemers wat R7,82 tot en met R8,31 per uur verdien .....	R 21,60	R 31,20	R 1,24	R 16,80	R 0,10	—	—	R 70,94
Alle werknemers wat R8,32 tot en met R9,31 per uur verdien .....	24,40	39,20	1,24	16,80	0,10	—	—	81,74
Alle werknemers wat R9,32 en meer per uur verdien .....	27,60	44,80	1,24	16,80	0,10	—	—	90,54
Alle werknemers wat R2,20 tot en met R2,50 per uur verdien .....	5,40	—	0,55	—	0,10	0,45	9,00	15,50
Alle werknemers wat R2,51 tot en met R3,64 per uur verdien .....	7,20	—	0,55	—	0,10	0,45	9,00	17,30
Alle werknemers wat R3,65 tot en met R4,64 per uur verdien .....	9,90	—	0,55	—	0,10	0,45	9,00	20,00
Alle werknemers wat R4,65 tot en met R7,81 per uur verdien .....	12,60	—	0,55	—	0,10	0,45	9,00	22,70."

#### 4. CLAUSE 21: PAYMENT IN RESPECT OF ANNUAL LEAVE

Delete the existing subclause (1) (b).

#### 5. CLAUSE 31: SPECIAL PROVISIONS IN RESPECT OF THE VARIOUS FUNDS

(1) To subclause (1) add the following paragraph (f):

"(f) Instead of paying Holiday Fund contributions over to the Secretary weekly, employers may, in the case of general workers, apply to the Council for permission for provide a guarantee, which guarantee shall be revised from time to time.

On the last day of November of each year the guarantee shall be replaced by the cash amount as stated on the guarantee."

(2) Insert the following subclause (9):

#### "9. PROVIDENT FUND FOR GENERAL WORKERS

(a) The amounts paid by employers in terms of clause 20 (4) (a) of this Agreement shall be paid by the Council to the insurance company or companies with whom an agreement or agreements referred to in paragraph (b) (ii) has or have been entered into, for implementation of the objects of the Provident Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(b) **Objects:** (i) The object of the Provident Fund shall be to provide benefits for members in case of death, disability or retirement.

(ii) The Council shall be empowered to enter into an agreement with an insurance company or companies with the object of securing benefits for members in the event of death, disability or retirement.

(c) **Membership:** Membership of the Provident Fund shall be compulsory for employees in the Building and Monumental Masonry Industries, Bloemfontein, who qualify for the minimum wage as prescribed in clause 4 (1) (b).

(d) **Administration of the Fund:** The Fund shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of paragraph (b) (ii).

#### 4. KLOUSULE 21: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

Skrap die bestaande subklousule (1) (b).

#### 5. KLOUSULE 31: BESONDERE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE

(1) In subklousule (1), voeg die volgende paragraaf (f) by:

"(f) In die geval van algemene werkers kan werkgewers by die Raad aansoek doen om, in plaas daarvan om die Vakansiefondsbydraes weekliks aan die Sekretaris te betaal, 'n waarborg te verskaf wat van tyd tot tyd hersien word.

Op die laaste dag van November van elke jaar moet die waarborg vervang word deur die kontant soos op die waarborg bepaal."

(2) Voeg die volgende subklousule (9) in:

#### "9. VOORSORGFONDS VIR ALGEMENE WERKERS

(a) Die bedrae deur werkgewers betaal kragtens klousule 20 (4) (a) van hierdie Ooreenkoms moet deur die Raad betaal word aan die versekeringsmaatskappy of -maatskappye met wie 'n ooreenkoms of ooreenkomste, in paragraaf (b) (ii) bedoel, aangegaan is vir die verwesenliking van die doelstellings van die Voorsorgfonds, min invorderingskoste van twee en 'n half persent, en dié bedrag val aan die algemene fondse van die Raad toe.

(b) **Doelstelling:** (i) Die doelstelling van die Voorsorgfonds is om bystand aan lede te verskaf in die geval van sterfte, ongeskiktheid of aftrede.

(ii) Die Raad word gemagtig om 'n ooreenkoms met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om bystand vir lede te verkry in die geval van sterfte, ongeskiktheid of aftrede.

(c) **Lidmaatskap:** Lidmaatskap van die Voorsorgfonds is verpligtend vir alle werkers in die Bou- en Monumentklipmeselnywerhede, Bloemfontein, wat kwalifiseer vir die minimumloon voorgeskryf in klousule 4 (1) (b).

(d) **Administrasie van die Fonds:** Die Fonds word geadministreer ooreenkomstig die ooreenkoms of ooreenkomste aangegaan kragtens paragraaf (b) (ii).

33 (c) *Payment of benefits*: Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreements entered into in terms of paragraph (b) (ii)."

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 13th day of November 1990.

**B. R. BUYS,**  
Vice-Chairman of the Council.

**T. J. MYNHARDT,**  
Member of the Council.

**A. C. M. VAN VUUREN,**  
Secretary of the Council.

(c) *Betaling van bystand*: Betaling van bystand moet geskied ten opsigte van lede ooreenkomstig die ooreenkoms of ooreenkomste aangegaan kragtens paragraaf (b) (ii)."

Soos gemagtig, vir en namens die partye by die Raad, op hede die 13de dag van November 1990 te Bloemfontein onderteken.

**B. R. BUYS,**  
Vise-voorsitter van die Raad.

**T. J. MYNHARDT,**  
Lid van die Raad.

**A. C. M. VAN VUUREN,**  
Sekretaris van die Raad.

No. R. 1798

2 August 1991

LABOUR RELATIONS ACT, 1956

TOBACCOMANUFACTURING INDUSTRY (RUSTENBURG): AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1992, upon the employers and the trade unions which entered into the Amending Agreement and upon the employees who are members of the said unions.

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

No. R. 1798

2 Augustus 1991

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID (RUSTENBURG): WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1992 eindig, bindend is vir die werkgewer en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings is.

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

No. R. 1799

2 August 1991

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY, RUSTENBURG: RENEWAL OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 372 of 25 February 1983, R. 2142 of 30 September 1983, R. 2443 of 9 November 1984, R. 207 of 7 February 1986, R. 2243 of 31 October 1986, R. 2641 of 27 November 1987, R. 1080 of 2 June 1989 and R. 2526 of 17 November 1989, to be effective from the second Monday from the date of publication of this notice and for the period ending 31 March 1992.

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

No. R. 1799

2 Augustus 1991

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID, RUSTENBURG: HERNUWING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 372 van 25 Februarie 1983, R. 2142 van 30 September 1983, R. 2443 van 9 November 1984, R. 207 van 7 Februarie 1986, R. 2243 van 31 Oktober 1986, R. 2641 van 27 November 1987, R. 1080 van 2 Junie 1989 en R. 2526 van 17 November 1989, van krag is vanaf die tweede Maandag van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1992 eindig.

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

a manager who, in terms of the Participation Bonds Act, 1981 (Act No. 55 of 1981), controls or administers a scheme.

*Interests and area in respect of which registration is held:* Persons employed in the Financial Institution Undertaking as defined in the preceding paragraph in the Republic of South Africa.

**Note:** The object of this application is to substitute the expression "any institution registered in terms of the Deposit-taking Institutions Act, 1990 (Act No. 94 of 1990)", for the expression "a banking institution registered in terms of the Banks Act, 1965 (Act No. 23 of 1965)", in the applicant's certificate of registration. The reason being that the Banks Act of 1965 has been replaced by the Deposit-taking Institutions Act of 1990.

*Postal address of applicant:* P.O. Box 31537, Braamfontein, 2017.

*Office address of applicant:* 97-99 Simmonds Street, Braamfontein, Johannesburg.

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

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

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

**D. W. JAMES,**  
Industrial Registrar.

(9 August 1991)

**NOTICE 719 OF 1991**

**DEPARTMENT OF MANPOWER**

**LABOUR RELATIONS ACT, 1956**

**APPLICATION FOR REGISTRATION OF A  
TRADE UNION**

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the Artisans and Allied Workers' Union. Particulars of the application are reflected in the subjoined table.

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

'n bestuurder wat ingevolge die Wet op Deelnemingsverbande, 1981 (Wet No. 55 van 1981), 'n skema beheer of administreer.

*Belange en gebied ten opsigte waarvan registrasie gehou word:* Persone in diens in die Finansiële Instellingsonderneming soos omskryf in die voorafgaande paragraaf in die Republiek van Suid-Afrika.

**Opmerking:** Die doel van hierdie aansoek is om in die applikant se registrasiesertifikaat die uitdrukking " 'n bankinstelling geregistreer ingevolge die Bankwet, 1965 (Wet No. 23 van 1965)", te vervang deur die uitdrukking "enige instelling geregistreer ingevolge die Wet op Depositonemende Instellings, 1990 (Wet No. 94 van 1990)". Die rede daarvoor is dat die Bankwet van 1965 deur die Wet op Depositonemende Instellings van 1990 vervang is.

*Posadres van applikant:* Posbus 31537, Braamfontein, 2017.

*Kantooradres van applikant:* Simmondsstraat 97-99, Braamfontein, Johannesburg.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

**D. W. JAMES,**  
Nywerheidsregistrator.

(9 Augustus 1991)

**KENNISGEWING 719 VAN 1991**

**DEPARTEMENT VAN MANNEKRAG**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**AANSOEK OM REGISTRASIE VAN 'N  
VAKVERENIGING**

Ek, David William James, Nywerheidsregistrator, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die Artisans and Allied Workers' Union. Besonderhede van die aansoek word in onderstaande tabel verstrekk.

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

## TABLE 33

*Name of trade union:* Artisans and Allied Workers' Union.

*Date on which application was lodged:* 12 April 1991.

*Interest and area in respect of which application is made:* All persons employed in the Building Industry in the Magisterial Districts of Port Elizabeth and Uitenhage.

For the purposes hereof "Building Industry" means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all the work executed or carried out therein by persons who are engaged in the following trades, activities or sub-divisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings:

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

*bricklaying*, which includes concreting and the fixing of inter-locking concrete block without mortar under supervision, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling;

*flooring*, which includes the laying of floors of wood, composition, rubber or any other material, and the sandpapering of same, and the laying of all types of floor covering including linoleum, inlaid lino, malthoid, asphalt tiles or asphalt-based floor coverings, cork, rubber and plastic compositions: Provided that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer;

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

*glazing*, which includes the cutting, bedding and facing of glass, excluding the making of lead lights and stained glass windows;

*joinery*, which includes the machining and fixing of wooden doors and windows, skylights, cupboards or any other wooden fixtures which form a permanent part of a building, and the manufacture of all articles of joinery, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

## TABEL

*Naam van vakvereniging:* Artisans and Allied Workers' Union.

*Datum waarop aansoek ingedien is:* 12 April 1991.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Alle persone in diens in die Bounywerheid in die landdrosdistrikte Port Elizabeth en Uitenhage.

Vir die doeleindes hiervan beteken "Bounywerheid" die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by ondervermelde ambagte, bedryghede of onderafdelings daarvan betrokke is en alle werk verbonde aan die bedryghede van 'n werkgewer in verband met die oprigting van 'n gebou, met inbegrip van die sloping van geboue:

*Asfaltering*, wat die volgende insluit: Die bedekking van vloere of plat en/of skuins dakke of die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltvelle met geglasuurde of ongeglasuurde oppervlakke, hetsy met gebruikmaking van teermacadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastiek of emulsieasfalt of -bitumen, wat óf warm óf koud aan sodanige dakke, vloere, kelders of fondamente aangewend word;

*messelwerk*, wat die volgende insluit: Betonnering en die aanbring van grendelbetonblokke sonder messelei, onder toesig, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking;

*bevloering*, wat die volgende insluit: Die lê van vloere van hout, komposisiemateriaal, rubber of enige ander materiaal, en die skuur daarvan met skuurpapier, en die lê van alle tipes vloerbedekking, met inbegrip van linoleum, inleglinoleum, malthoid, asfaltteëls of vloerbedekkings met 'n asfaltbasis, kurk, rubber en plastiek-komposisies: Met dien verstande dat die lê van linoleum deur 'n verskaffer wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, uitgesluit is van hierdie omskrywing wanneer sodanige lêwerk gepaard gaan met die verkoop van sodanige linoleum en nie deel uitmaak van die klant se direkte koste nie;

*lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

*beglasing*, wat die volgende insluit: Die sny, vassit en afwerk van glas, uitgesonderd die maak van ruit-in-lood en brandskildervensters;

*skrynerwerk*, wat die volgende insluit: Die masjinerie en aanbring van houtdeure en -vensters, dakligte, kaste of enige ander vaste houttoebehore wat 'n permanente deel van 'n gebou uitmaak, en die vervaardiging van alle skrynerwerkartikels, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

33  


*masonry*, which includes stone cutting and building, also the cutting and building of ornamental stonework, concreting and the fixing or building of pre-cast or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery and sharpening mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

*painting*, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paperhanging, spraying, wax-polishing, distempering, lime and colour washing, and woodwork preservation, and which also includes paint removal, the scraping, washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

*plastering*, which includes modelling, granolithic and composition flooring, fixing cork, composition wall covering and polishing, pre-cast or artificial stone-work, wall and floor tiling, and paving and mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*plumbing*, which includes lead burning, bitumen jointing, gasfitting, sanitary and domestic engineering, drainlaying, lead caulking, ventilating, heating, hot or cold water fitting, the installation of fire-prevention equipment, fixing asbestos box gutters, valley gutters, eaves gutters and down pipes, and the manufacture and fitting of all sheet-metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*saw doctoring*, which includes the sharpening and setting, hammering, tensioning, gulleting and rolling of types of circular saws, bandsaws and other saw blades, including the brazing or welding of bandsaws;

*shop, office and bank fitting*, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

*steel reinforcing on site*, which includes the marking out, bending, placing and fixing of reinforcing on the site;

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

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sier klipwerk, betonnering en die aanbring of bou van voorafgegiete of kunsklip of marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjienerie en die skerpmmaak van klipmessaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame en metaaltrappe, en boumetaalwerk, en die voorbereiding en/of aanbring van getrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende prosesse insluit: Versiering, emaljering, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjabloneering, muurplakking, spuitskildering, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geveerde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliet en komposisiebevoering, die aanbring van kurk, komposisiemuurbedekking en -polering, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, bitumenlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, loodkalfaatwerk, ventileerwerk, verwarmingswerk, die anlê van warm of koue water, die installering van brandvoorkomingstoerusting, die aanbring van asbesbakgeute, kielgeute, dakgeute en geutpype en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*saagherstelwerk*, wat die volgende insluit: Die slyp en set, klop, spanningstelling, uithol en wats van tipes sirkelsae, bandsae en ander saaglemme, met inbegrip van die sweissoldering of sweising van bandsae;

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

*staalwapening*, op die terrein, wat die volgende insluit: Die merk, buig, plasing en aanbring, op die terrein, van wapening;

*staalkonstruksie*, wat die volgende insluit: Die aanbring en die verf van die grondlaag en bolaag, op die terrein, van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

33

*woodworking*, which includes carpentry, woodwork-  
ing, machining, carving, the fixing of corrugated iron,  
sound and acoustic material, cork and asbestos insula-  
tion, wood shingles and all types of malthoid, thatching  
and all types of roof covering, wood lathing, composi-  
tion ceilings and wall covering, the covering of wood-  
work with metal, and rodent proofing, whether or not  
the fixing is done by the person making or preparing  
the article used.

*Postal address of applicant:* P.O. Box 3799, North  
End, 6056.

*Office address of applicant:* 365 Kempston Road,  
Korsten.

Attention is drawn to the following requirements of  
section 4 of the Act:

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

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

**D. W. JAMES,**

Industrial Registrar.

(9 August 1991)

#### NOTICE 720 OF 1991

##### DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

##### RESERVATION OF LAND FOR THE PURPOSES OF A PUBLIC ROAD

The Mining Commissioner for the Mining District of  
Johannesburg has, in terms of section 179 (1) (b) of  
the Mining Rights Act, 1967 (Act No. 20 of 1967), re-  
served for the purposes of a public road a strip of pro-  
claimed land on the farm Vogelstruisfontein 231 IQ,  
District of Roodepoort, Mining District of Johannes-  
burg, Province of the Transvaal, as shown on a sketch  
plan copies of which have been filed under RMT  
R23/91 in the Mining Titles Office, Johannesburg, and  
in the office of the Mining Commissioner, Johannes-  
burg.

(19/5/1/3030)

(9 August 1991)

#### NOTICE 721 OF 1991

##### DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

##### RESERVATION OF LAND FOR THE PURPOSES OF A PUBLIC ROAD

The Mining Commissioner for the Mining District of  
Johannesburg has, in terms of section 179 (1) (b) of  
the Mining Rights Act, 1967 (Act No. 20 of 1967), re-  
served for the purposes of a public road a strip of pro-  
claimed land on the farm Paardekraal 226 IQ, Klip-  
spruit 318 IQ, Diepkloof 319 IQ and Hospitaal 230 IQ,  
Districts of Roodepoort and Johannesburg, Mining Dis-  
trict of Johannesburg, Province of the Transvaal, as  
shown on a sketch plan copies of which have been filed  
under RMT R31/91 in the Mining Titles Office, Johan-  
nesburg, and in the office of the Mining Commissioner,  
Johannesburg.

(19/5/1/3045)

(9 August 1991)

*houtwerk*, wat die volgende insluit: Timmerwerk,  
houtbewerking, masjinerie, houtsnijwerk, die aan-  
bring van golfyster, klank- en akoestiek materiaal, kurk-  
en asbesisolasië, houtdakspane en alle tipes malt-  
hoid, dekgras en alle tipes dakbedekking, houtlatwerk,  
komposisieplafonne en muurbedekking, die bedekking  
van houtwerk met metaal, en roldigting, hetsy die arti-  
kel wat gebruik word, deur die persoon wat dit gemaak  
of voorberei het, aangebring word of nie.

*Posadres van applikant:* Posbus 3799, Noordeinde,  
6056.

*Kantooradres van applikant:* Kempstonweg 365,  
Korsten.

Die aandag word gevestig op onderstaande ver-  
eistes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvere-  
niging verteenwoordigend is, word ingevolge subartikel  
(4) bepaal volgens die feite soos hulle bestaan het op  
die datum waarop die aansoek ingedien is, en wat die  
lidmaatskap betref, word alleen lede wat ingevolge arti-  
kel 1 (2) van die Wet op voormelde datum volwaardige  
lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet  
gevolg word in verband met 'n beswaar wat ingedien  
word.

**D. W. JAMES,**

Nywerheidsregistrateur.

(9 Augustus 1991)

#### KENNISGEWING 720 VAN 1991

##### DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

##### UITHOU VAN GROND VIR DIE DOELEINDES VAN 'N OPENBARE PAD

Die Mynkommissaris vir die myndistrik Johan-  
nesburg het 'n strook geproklameerde grond op die plaas  
Vogelstruisfontein 231 IQ, distrik Roodepoort, myn-  
distrik Johannesburg, provinsie Transvaal, soos ge-  
toon op 'n sketskaart waarvan afdrucke onder RMT  
R23/91 in die Mynbriewekantoor, Johannesburg, en in  
die kantoor van die Mynkommissaris, Johannesburg,  
bewaar word, kragtens artikel 179 (1) (b) van die Wet  
op Mynregte, 1967 (Wet No. 20 van 1967), vir die doel-  
eindes van 'n openbare pad uitgehou.

(19/5/1/3030)

(9 Augustus 1991)

#### KENNISGEWING 721 VAN 1991

##### DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

##### UITHOU VAN GROND VIR DIE DOELEINDES VAN 'N OPENBARE PAD

Die Mynkommissaris vir die myndistrik Johan-  
nesburg het 'n strook geproklameerde grond op die plase  
Paardekraal 226 IQ, Klipspruit 318 IQ, Diepkloof 319  
IQ en Hospitaal 230 IQ, distrikke Roodepoort en Johan-  
nesburg, myndistrik Johannesburg, provinsie Trans-  
vaal, soos getoon op 'n sketskaart waarvan afdrucke  
onder RMT R31/91 in die Mynbriewekantoor, Johan-  
nesburg, en in die kantoor van die Mynkommissaris,  
Johannesburg, bewaar word, kragtens artikel 179 (1)  
(b) van die Wet op Mynregte, 1967 (Wet No. 20 van  
1967), vir die doeleindes van 'n openbare pad uitge-  
hou.

(19/5/1/3045)

(9 Augustus 1991)

# Unions, civil

# engineers in breakthrough

Southern 19/8/91

19/8/91 33

By IKE MOTSAPI

**SOUTH AFRICA'S** three top civil engineering companies have successfully concluded negotiations with the two major construction industry unions for the establishment of a provident fund.

The breakthrough came last week following months of talks between LTA, Murray and Roberts Construction, Grinaker and the Cosatu-Affiliated Construction and Allied Workers Union and NACTU's Building Construction and Allied Workers Union.

Until now the civil engineering industry has been without any kind of pension scheme for hourly-paid workers.

The new fund, named the Construction Industry Retirement Benefit Fund, involves an initial contribution of five percent of wages by both employer and employee, escalating over a three-year period to seven percent.

Membership of the fund also includes death and disability insurance and funeral benefits.

The signing ceremony (seated from left): Mr Tony Smith (LTA), Mr Bheki Ngidi (Cawu) and Mr Abiel Motsamai (Bawu). Standing: Mr Ian A Crowther (Murray and Roberts), Mr Tshini Molondo (CAWU), Mr Dirk van Wyk (Grinaker) and Mr Edward Mogane (BCAWU).





# More building industry layoffs on the cards

33

MRG 28/8/91

## Business Staff

THERE will be further retrenchments in the building industry in the short term but this trend will decelerate, the Building Industries Federation (Bifsa) has forecast.

In its Building Review for July, Bifsa notes that employment in the industry has declined from 261 000 in 1989 to 244 000 this year.

The review states that opinion surveys conducted among Bifsa members indicate the ongoing recession is forcing contractors and sub-contractors to cut back their labour forces.

It says the current recession in the building industry is "markedly less severe" than the previous one in 1985 and 1986.

Bifsa forecasts an average inflation rate of 15 percent for 1991.

Operators in the residential sector continue to report difficult business conditions.

"Particular reference is made to the negative impact which the high mortgage rates and building materials price inflation are having on the affordability of housing and thus building demand," the report says.

"The unstable social and political conditions in the low income housing market have brought about a significant slowdown of building activity in this sector of the market."

Bifsa anticipates building costs will increase by 10 to 12 percent this year while the introduction of VAT next month could result in a slightly higher increase.

■ The weakening in the spending ability of consumers and the continued tight monetary policy would keep retail sales at a low level for quite some time, Sanlam says in its latest economic survey.

Retailers in durable and semi-durable goods, in particular, were experiencing excep-

tionally difficult business conditions at present.

The downturn in the economy had lasted for almost 29 months, the survey said. This was considerably longer than the average of 17 months for downward phases since the beginning of the Forties.

Turning to inflation Sanlam said that the tax adjustments announced by the the Minister of Finance on August 21 would result in the consumer price index rising less in the short term than would otherwise have been the case.

"All in all, we foresee that the inflation rate — after the tax adjustments — will be just over 14 percent by the end of the year. For 1991 as a whole we estimate a figure of between 14,5 percent and 15 percent. This could decline to an average rate of about 13 percent in 1992."

Long-term interest rates were envisaged to fluctuate around present levels in the next few months.



No. R. 2121

30 August 1991

LABOUR RELATIONS ACT, 1956 (33)

CIVIL ENGINEERING INDUSTRY: AMENDMENT OF  
ORDER

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 51A (4) (a) (ii) of the Labour Relations Act, 1956, amend the Order for the Civil Engineering Industry, published under Government Notice No. R. 2462 of 19 November 1982, as amended by Government Notices Nos. R. 1258 of 17 June 1983, R. 583 of 30 March 1984, R. 1870 of 24 August 1984, R. 403 of 22 February 1985, R. 1988 of 6 September 1985, R. 381 of 28 February 1986, R. 445 of 6 March 1987, R. 1837 of 28 August 1987, R. 369 of 4 March 1988, R. 1784 of 2 September 1988, R. 555 of 31 March 1989, R. 1863 of 1 September 1989 and R. 2069 of 31 August 1990, in accordance with the Schedule hereto and fix 2 September 1991 as the date from which the said amendment shall be binding.

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

No. R. 2121

30 Augustus 1991

WET OP ARBEIDSVERHOUDINGE, 1956

SIVIELE INGENIEURSNYWERHEID: WYSIGING  
VAN ORDER

Ek, Eli van der Merwe Louw, Minister van Mannekrag, wysig hierby kragtens artikel 51A (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, die Order vir die Siviele Ingenieursnywerheid, gepubliseer by Goewermentskennisgewing No. R. 2462 van 19 November 1982, soos gewysig by Goewermentskennisgewings Nos. R. 1258 van 17 Junie 1983, R. 583 van 30 Maart 1984, R. 1870 van 24 Augustus 1984, R. 403 van 22 Februarie 1985, R. 1988 van 6 September 1985, R. 381 van 28 Februarie 1986, R. 445 van 6 Maart 1987, R. 1837 van 28 Augustus 1987, R. 369 van 4 Maart 1988, R. 1784 van 2 September 1988, R. 555 van 31 Maart 1989, R. 1863 van 1 September 1989 en R. 2069 van 31 Augustus 1990, ooreenkomstig die Bylae hiervan en bepaal 2 September 1991 as die datum waarop genoemde wysiging bindend word.

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

**SCHEDULE**

Substitute the following for clause 3 (1) (a):  
 "(a) EMPLOYEES OTHER THAN CASUAL EMPLOYEES:

33

CAPE PROVINCE												NATAL						
	Column 1 (a)			Column 1 (b)			Column 1 (c)			Column 2 (a)			Rem. of the Province		Column 1		Rem. of the Province	
	Per week A	Per week R	Per week B	Per week A	Per week R	Per week B	Per week A	Per week R	Per week B	Per week A	Per week R	Per week B	Per week A	Per week R	Per week A	Per week R	Per week B	
	The Magisterial Districts of Bellville, Goodwood, Hopefield, Kulls River, Malmesbury, Moorreesburg, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Vredenburg, Wellington, Worcester and Wynberg			The Magisterial Districts of Port Elizabeth, Uitenhage and East London and that portion of the municipal area of East London which falls within the Magisterial District of King William's Town			The Magisterial District of Kimberley			The Magisterial Districts of Bredasdorp, Caldon, George, Hermannus, Heidelberg, Montagu, Mossel Bay, Plettenberg, Riversdale, Robertson, Swellendam and Tubbago					The Magisterial Districts of Camperdown, Chatsworth, Dundee, Durban, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone and Umzinto and the municipal areas of Eriparngeni and Richards Bay			
Watchman.....	178,62	192,79		169,51	183,17		149,27	149,27		149,27	161,41		116,38	125,49	183,17	197,85	123,46	138,14
	Per hour A B C			Per hour A B C			Per hour A B C			Per hour A B C			Per hour A B C		Per hour A B C		Per hour A B C	
Labourer .....	353	381		335	362		295	295		295	319		230	248	362	391	244	273

33

ORANGE FREE STATE				TRANSVAAL							
Column 1		Rem. of the Province		Column 1		Column 2		Rem. of the Province			
The Magisterial Districts of Bloemfontein, Kroonstad, Odendaarsrus, Sasolburg, Virginia and Welkorn				The Magisterial Districts of Alberton, Balfour, Benoni, Bethal, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, HighveldRidge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Rodepoort, Springs, Standerton, Vanderbijlpark, Vereeniging, West- -arta, Witbank and Wonderboom				The Magisterial Districts of Barberton, Nelspruit, Pilgrim's Rest and White River			
Per week		Per week		Per week		Per week		Per week			
A	B	A	B	A	B	A	B	A	B		
164,96	178,11	116,38	125,49	183,17	197,85	92,09	99,18	116,38	125,49		
Per hour		Per hour		Per hour		Per hour		Per hour			
A	B	A	B	A	B	A	B	A	B		
326	352	230	248	362	391	182	196	230	248		
Labourer .....				Labourer .....				Labourer .....			

Col. A: EFFECTIVE FROM 2 SEPTEMBER 1991  
Col. B: EFFECTIVE FROM 2 MARCH 1992".

By Karen Williams

DEVELOPERS in Khayelitsha who try to cut building costs are exploiting sub-contractors, who in turn are forced to exploit their labourers, an Advice Office worker in the township has charged.

The developers employ ordinary labourers as sub-contractors to save the costs of skilled sub-contractors. The underpaid sub-contractors then battle to cover building costs and wages for the labourers they hire, from the money available to them.

Advice Office worker Mrs Noel Robb of the Black Sash said that since

## Chain of exploitation in Khayelitsha

Khayelitsha started, big developers had bought much of the land in the township and had started building houses.

The sub-contractors, employed to build the walls and foundation of dwellings on the plots, are paid an average of R800 a fortnight by the companies who employ them.

This amount must cover labourers' wages and any excess costs and the sub-contractors therefore operate at a loss. Robb explained that R800 could not cover the sub-contractor's costs. In order to make any money, the sub-contractors would disappear and leave

579-1199  
33  
their workers unpaid for the last fortnight of the contract.

"This was the only way they could make any money on it," Robb said.

One sub-contractor's fortnightly bill for labourers' wages amounted to R1 250. The sub-contractors also fail to register their workers, for unemployment insurance (UIF) and income tax (PAYE) to save money. If they did register their workers, their fee of R800 would be reduced to R580.

A spokesperson for Bester Homes said they employed sub-contractors on the basis of their quotes and expertise.

# Natal building firms hit by strike action

Sowetan 26/9/91

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LABOUR strife has hit the Natal building industry following disagreement between employers and the workers over pension pay-outs on retrenchments.

Mr Bheki Khumalo, general secretary of the Black Allied Workers' Union, of whom about 1000 members are on strike at three plants in Durban said yesterday that the union would be meeting other unions in the industry at the weekend to discuss this.

Construction plants that were affected by the strike are LTA Construction, Aquila Construction and Acier-Beton Construction, he said.

Khumalo said there were widespread retrenchments in the building industry and workers were not paid their pension when they were retrenched.

Instead they were told to wait for periods of five years, he said.

Strikers at Aquila Construction were

served with an Industrial Court order yesterday preventing them, among other things, from intimidating other workers, he said.

Workers had been dismissed at LTA Construction and Aquila Construction.

Khumalo said that the union would challenge the dismissals in court.

A spokesman for LTA Construction was not available for comment and a partner at Aquila, Mr G Reardon confirmed yesterday that they had fired all the workers as he could not make any sense of their demand.

Acier-Beton Construction's managing director, Mr Malcolm Lawton was not available for comment.

The strike by workers at Acier-Beton has delayed the finishing touches to the new R2,7-million junior primary school at Durban's Girl's College, which was to be officially opened on Old Girls' Day this Saturday.

# Impasse ends in protest march

SAPA

*Sowetan 14/10/91*  
THE Construction and Allied Workers Union in the Southern Transvaal will hold a protest march in Johannesburg on Wednesday.

Cawu said in a statement that the protest march was in response to a deadlock in wage negotiations with the Industrial Council for the Building Industry.

The protesters will march to the Master Builders Association offices in Commissioner Street.

The union has demanded an across the board increase of R1,72 an hour as well.

# Success lies with labour force, conference told

Reports by  
PETER GALLI

THE role and future of the building and related industries in the '90s was the focus of a recent SA Building Industries Federation congress at the Wild Coast Sun.

A number of scenarios for the industry were outlined, and delegates examined and commented on these at a workshop at the end of the congress.

In his keynote address, Group Five executive chairman Peter Clogg said the SA construction industry could face a 25% drop in turnover in the foreseeable future, but considerable improvements in the output of the industry's labour force were possible.

"While other industries can computerise and mechanise, contracting is likely to remain a labour-intensive business in which traditional methods, and the traditional reliance on labour, remain," he said.

While trade union activity was often blamed for low outputs, the root of the problem lay in a lack of management involvement with labour.

He also outlined some of the qualities that would characterise the construction manager capable of surviving the '90s, a period that was likely to be extremely tough for the building industry.

"Although technical skill is important, it is not as high on the list as

motivation and a zest for the job. Good managers learn to work with the strengths of their men and are not frustrated by their weaknesses," Clogg said.

Although construction MDs needed to be involved in all tendering, they had to learn when to step back and leave the final tender decisions to those they had chosen as managers.

He stressed the importance of ensuring that the client's payments were guaranteed and the money was collected in good time. Contractors also had to ensure that contracts were not tampered with by clients, and they had to keep the plant efficient.

"A further danger will be the type of trading operation that plays off the lower bidders on a contract against one another to get still better prices.

"Some of us have become quite good at this type of bargaining out of necessity, but in the end it is bad for the industry because it leads to unrealistic prices," Clogg said.

Fedsure group CE Arnold Basseraie followed the same line in his address, saying one of three strategies should be applied by builders, subcon-

tractors and suppliers to create a defensible position for themselves in the '90s.

The first was cost leadership — achieving costs lower than those of the opposition.

The second was differentiation, or the creation of products or services that offered something better or different. This would allow prices to be above the average.

The third option was focus strategy, where a particular market was targeted. "One of these strategies has to be selected. If companies try to play in two or more fields, their profits are likely to be adversely affected," Basseraie said.

Itisa MD Johann Nel said black advancement had become essential in South African business. "Unless blacks move into management, SA will run out of managers."

The ratio of managers to workers was already 1:60, compared with 1:10 in Japan, and would rise to 1:110 by the year 2000.

If management showed an unequivocal, unambiguous commitment to change and reform, their employees would come to share their vision, he said.

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30/10/91

THE executive director of the Building Industries Federation of South Africa, Mr Neil Fraser, has spelt out clearly what the housing programme would mean to the construction industry in South Africa.

This is likely to provoke serious discussion in Government and building circles.

He said this when he presented a detailed "reply" to the Nedcor/Old Mutual proposal for a housing orientated kick-start to the economy at the Bifsa's congress this week.

### Solutions

One of the solutions proposed for the current recession by Nedcor/Old Mutual is that 200 000 low cost houses be built a year for three years - and that 400 000 plots be serviced and one million houses electrified annually for the same period.

Fraser based his analysis on a typical house of 42,25sq m. This would have two bedrooms, a living room/kitchen and a bathroom. The roof would be pitched and could be covered with a variety of

# House plan would boost jobs

*Sowetan 3/10/91*

By JOSHUA RABOROKO

roof finishings, dependent on the ultimate cost level being targeted.

He said that while such a house was too sophisticated for the very income earners, it was within the affordable levels of many others and represented an average demand.

The analysis included a complete programme for the operation, based on

completing 80 houses country-wide each working hour. Bifsa have programmed the building of single houses at 18 days a house, exclusive of site clearing and electrical reticulation.

One of the most impressive aspects of the envisaged programme is the large number of people to whom it would give employment. The Bifsa analysis shows that some 55 000 people would be employed as supervisor, skilled operators, semi-skilled and unskilled workers to provide the services and civil engineering facilities.

### Force

In addition, a total labour force of over 90 000 people, including 4 000 supervisors, would be employed on the building work. The majority of the workforce would be semi-skilled. At least 800 small companies could be established as a result of the programme.

He pointed out that the manufacturer of the materials required would provide many thousands of more jobs and promote small businesses.



**KENNISGEWING 1058 VAN 1991****DEPARTEMENT VAN HANDEL EN NYWERHEID**

Hiermee word kennis gegee dat die volgende promesse uitgereik deur die Departement van Handel en Nywerheid aan Wyko Bearings & Electronics (Pty) Ltd soos hieronder uiteengesit, verlore geraak het:

*Promesse uitgereik aan Wyko Bearings & Electronics (Pty) Ltd*

Promesse No.	Uitreikingsdatum	Vervaldatum	Sigwaarde (R)
00001690	16 Sept. 1991	1 Mei 1992	38 356

Na datum van publikasie word bogenoemde promesse as gekanselleer beskou. Indien die promesse gevind sou word, moet dit asseblief aan die Departement van Handel en Nywerheid, Privaatsak X84, Pretoria, 0001, teruggestuur word.  
(8 November 1991)

**KENNISGEWING 1059 VAN 1991****DEPARTEMENT VAN HANDEL EN NYWERHEID**

Hiermee word kennis gegee dat die volgende promesse uitgereik deur die Departement van Handel en Nywerheid aan Embassy Exports (Pty) Ltd soos hieronder uiteengesit, verlore geraak het:

*Promesse uitgereik aan Embassy Exports (Pty) Ltd*

Promesse No.	Uitreikingsdatum	Vervaldatum	Sigwaarde (R)
00001497	16 Aug 1991	1 April 1992	85 694

Na datum van publikasie word bogenoemde promesse as gekanselleer beskou. Indien die promesse gevind sou word, moet dit asseblief aan die Departement van Handel en Nywerheid, Privaatsak X84, Pretoria, 0001, teruggestuur word.  
(8 November 1991)

**KENNISGEWING 1060 VAN 1991****SUID-AFRIKAANSE RESERWEBANK**

ARTIKEL 30 (a) VAN DIE WET OP DEPOSITO-NEMENDE INSTELLINGS, 1990

VOORLOPIGE REGISTRASIE: FUTUREBANK BEPERK

Hierby word vir algemene inligting bekend gemaak dat **Futurebank Beperk** op 21 Oktober 1991 voorlopig as 'n deponitnemende instelling geregistreer is  
(8 November 1991)

**KENNISGEWING 1063 VAN 1991**

**DEPARTEMENT VAN MANNEKRAG**  
WET OP ARBEIDSVERHOUDINGE, 1956  
AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrator maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die Construction and Allied Workers Union of South Africa. Besonderhede van die aansoek word in onderstaande tabel verstrek.

**NOTICE 1058 OF 1991****DEPARTMENT OF TRADE AND INDUSTRY**

Notice is hereby given that the following promissory note issued by the Department of Trade and Industry to Wyko Bearings & Electronics (Pty) Ltd as set hereunder, has been mislaid:

*Promissory note issued to Wyko Bearings & Electronics (Pty) Ltd*

Promissory Note No.	Date of issue	Due date	Face value (R)
00001690	16 Sept. 1991	1 May 1992	38 356

The above-mentioned promissory note will after the date of publication be regarded as cancelled. Should the promissory note be retrieved, it must please be returned to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001.  
(8 November 1991)

**NOTICE 1059 OF 1991****DEPARTMENT OF TRADE AND INDUSTRY**

Notice is hereby given that the following promissory note issued by the Department of Trade and Industry to Embassy Exports (Pty) Ltd as set hereunder, has been mislaid:

*Promissory note issued to Embassy Exports (Pty) Ltd*

Promissory Note No.	Date of issue	Due date	Face value (R)
00001497	16 Aug. 1991	1 April 1992	85 694

The above-mentioned promissory note will after the date of publication be regarded as cancelled. Should the promissory note be retrieved, it must please be returned to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001.  
(8 November 1991)

**NOTICE 1060 OF 1991****SOUTH AFRICAN RESERVE BANK**

SECTION 30 (a) OF THE DEPOSIT-TAKING INSTITUTIONS ACT, 1990

PROVISIONAL REGISTRATION: FUTUREBANK LIMITED

It is hereby notified for general information that **Futurebank Limited**, was provisionally registered as a deposit-taking institution on 21 October 1991.  
(8 November 1991)

**NOTICE 1063 OF 1991**

**DEPARTMENT OF MANPOWER**  
LABOUR RELATIONS ACT, 1956  
APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the Construction and Allied Workers Union of South Africa. Particulars of the application are reflected in the subjoined table.

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

### TABEL

*Naam van vakvereniging:* Construction and Allied Workers Union of South Africa.

*Datum waarop aansoek ingedien is:* 24 September 1991.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Alle persone in diens in ondervermelde nywerhede in die landdrosdistrikte George, Humansdorp, Jansenville, Kirkwood, Knysna, Oos-Londen, Port Elizabeth, Queenstown en Uitenhage:

1. Bounywerheid;
2. Keramieknywerheid;
3. Siviele Ingenieursnywerheid;
4. Sementproduktenywerheid;
5. Sementnywerheid;
6. Swaarklei- en Verwante Produktenywerheid;
7. Klipvergruisingnywerheid;
8. Houtverwerkingsnywerheid; en
9. Meubelnywerheid.

Vir die doeleindes hiervan word bovermelde nywerhede soos volg omskryf:

1. "**Bounywerheid**" beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue of bouwerke (op die geaardheid van geboue) op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, waar die werk verrig en die materiaal voorberei word op die terreine van die geboue of bouwerke, en dit omvat alle werk wat daarin uitgevoer of verrig word deur persone wat betrokke is by ondervermelde bedrywighede of onderafdelings daarvan, met inbegrip van oprawings en die voorbereiding van terreine vir geboue asook die sloping van geboue:

(a) *Asfaltering*, wat die volgende insluit: Die bedekking van vloere of plat en/of skuins dakke, of die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltvelle met geglasuurde of ongeglasuurde oppervlakke, hetsy met gebruikmaking van teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastiek of emulsieasfalt of -bitumen, wat óf warm óf koud aan sodanige dakke, vloere, kelders of fondamente aangewend word;

(b) *messelwerk*, wat die volgende insluit: Betonning en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating;

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

### TABLE

*Name of trade union:* Construction and Allied Workers Union of South Africa.

*Date on which application was lodged:* 24 September 1991.

*Interests and area in respect of which application is made:* All persons employed in the undermentioned industries in the Magisterial Districts of East London, George, Humansdorp, Jansenville, Kirkwood, Knysna, Port Elizabeth, Queenstown and Uitenhage:

1. Building Industry;
2. Ceramics Industry;
3. Civil Engineering Industry;
4. Cement Products Industry;
5. Cement Manufacturing Industry,
6. Heavy Clay and Allied Products Industry;
7. Stonecrushing Industry;
8. Woodworking Industry; and
9. Furniture Manufacturing Industry.

For the purposes hereof the above-mentioned industries are defined as follows:

1. "**Building Industry**" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures (which are in the nature of buildings), and/or making articles for use in the erection, completion or alteration of buildings or structures, where the work is performed and the material is prepared on the sites of the buildings or structures, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparing of sites for building, as well as the demolition of buildings:

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

(b) *bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, tiling walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work and asphalt and sheeting;

(c) *lakpolitoering*, wat politoering met 'n kwas of kus-sinkie en bespuiting met 'n komposisiefstof insluit;

(d) *beglasing*, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike produkte in die sponnings gevorm in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee gepaard gaan;

(e) *skrynerwerk*, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynerwerkartikels wat met sodanige toebehore gepaard gaan, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie, met inbegrip van rakkaste, kombuis-kaste of ander kombuisvaste-toebehore wat by die gebou hoort as permanente deel daarvan;

(f) *ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameligte (uitgesonderd elektriese toebehore wat daarmee gepaard gaan) en die beglasing in verband daarmee;

(g) *klipmesselwerk*, wat die volgende insluit: Klipkap-en klipbouwerk, ook die kap en bou van sier- en monumentklipwerk en die vervaardiging en oprigting van grafstene en begraaftaasgedenktekens van alle soorte, betonnering en die aanbring of inbou van voorafge-giete en/of kunsklip of marmer, plaveiwerk, mosaïek-werk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasji-nerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

(h) *metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en bou-metaalwerk, tesame met die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat die gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

(i) *verfwerk*, wat die volgende prosesse insluit: Versiering, emaljering, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjablonering, muurplakking, spuitskildering, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

(j) *pleisterwerk*, wat die volgende insluit: Modelleerwerk, modelmakery, vormmakery, die afwerking van gietfels volgens gietvorms, die maak en aanbring van gipsbordplafonne en veselpleister of ander komposisiemateriaal, granoliet-, terrasso- en komposisie-bevloering, komposisiemuurbedekking en -polering, die bediening van 'n Mall en Biax- of dergelike tipe verplaaasbare toller en meerdoelige sny- en afwerkmasjiene, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, plaatgaaswerk, akoestikespuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

(c) *French polishing*, which includes polishing with a brush or pad, and spraying with any composition; (33)

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

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

(f) *lead lightmaking*, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto and the glazing relating thereto);

(g) *masonry*, which includes stone cutting and building, also the cutting and building of ornamental and monumental stonework and the manufacture and erection of gravestones and cemetery memorials of all types, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

(h) *metalwork*, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metalwork, together with the manufacture and/or fixing of drawn metalwork and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

(i) *painting*, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paperhanging, spraying, wax-polishing, distempering, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing, and cleaning are preparatory to any of the said processes;

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

(k) *loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

(l) *winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

(m) *staalwapening*, wat die volgende insluit: Die maak en oprigting van bekisting en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

(n) *staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

(o) *houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, masjinerie, draaiwerk, houtsnijwerk, die aanbring van golfyster-, asbesteël-, dakspaan- en ander dakbedekkings, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering, met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoëum wanneer dit in 'n gebou of bouwerk aangebring word, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.

**2. "Keramieknywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vervaardiging van enigeen of meer van die volgende artikels: Elektriese proseleinsolators of -toebehore, porseleinware, erdegoed, pottebakkersware, oondware, wit of gekleurde glasuur sanitêre ware, laboratoriumtoerusting, badkamertoebehore, muurteëls of vloerteëls (uitgesonderd steengroefteëls), wat in die vervaardigingsproses verhard word deur dit in 'n oond te bak of deur middel van enige ander hitteproses en wat van klei gemaak is of waarvan klei of enige ander hittebestande of -isolerende mineraal, erts of materiaal of 'n kombinasie van klei en enige sodanige ander mineraal, erts of materiaal die hoofbestanddeel uitmaak;

(b) die ekstraksie, ontginning, winning of bereiding van die klei of hittebestande of -isolerende mineraal, erts of materiaal wat gebruik word by die vervaardiging van enige van die artikels in paragraaf (a) bedoel, indien onderneem deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werksaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede.

(k) *plumbing*, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, the installation of fire-prevention equipment and the manufacture and fitting of all sheetmetal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used; (33)

(l) *shop, office and bank fitting*, which includes the manufacture and/or fixing of shop fronts, window enclosures, show-cases, counters, screens and interior fittings and fixtures;

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

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

(o) *woodworking*, which includes carpentry, wood-working, machining, turning, carving, the fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceilings and wall covering, the fitting of plugs in walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber, and the sandpapering of same, cork carpeting and any class or kind of linoëum when fixed in any building or structure, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

**2. "Ceramics Industry"** means the industry in which employers and their employees are associated for—

(a) the manufacture of any one or more of the following articles: Electrical porcelain insulators or fittings, crockery, pottery, ovenware, white or coloured glaze sanitary ware, laboratory equipment, bathroom fittings, wall tiles or floor tiles (other than quarry tiles), which in the process of being manufactured are hardened by burning in a kiln or by any other heat process and which are made from clay or of which clay or any other heat-resisting or insulating mineral, ore or material or a combination of clay and any such other mineral, ore or material forms the principal component;

(b) the extraction, mining, winning or preparation of the clay or heat-resisting or insulating mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (a) if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities.

**3. "Siviele Ingenieursnywerheid"** beteken (behoudens die bepalings van die Afbakeningsvasstelling gepubliseer by Goewermentskennisgewing R. 1831 van 11 Oktober 1968) die nywerheid waarin werkgewers (uitgesonderd plaaslike owerhede) en hul werknemers met mekaar geassosieer is met die doel om werk van 'n siviele-ingenieurswese te verrig, en dit omvat sodanige werk in verband met enigteen of meer van die volgende werksaamhede:

(a) Die konstruksie van vliegvelदानloopbane of laaiblaaie, akwadukte, opgaarbakke of bunkers, kabelgange, caissons, vlotte of ander skeepstrukture, kanale, koelwater- of ander torings, damme, dokke, hawens, kaaie, grondwerke, bedekkings, omhulsels of stutte vir installasies, masjinerie of toerusting, fabriek- of werkeskoorstene, filtreerbeddings, land- of seeverdedigingswerke, mynskagtorings, pypleidinge, piere, spoorweë, reservoirs, rivierwerke, paaie of strate, rioolwerke, riole, skagte of tunnels, silo's, sportvelde of -terreine, swembaddens, viadukte of waterbehandelingsaanlêe;

(b) uitgrawingswerk of die konstruksie van fundamente, hyserskagte, heiwark, keermure, trapkuile, ondergrondse parkeergarages of ander ondergrondse strukture;

(c) die asfaltering, betonnering, begruising, gelykmaking of bestrating van parkeergebiede, syaadjië, paaie, strate, vliegvelदानloopbane of laaiblaaie, persele of terreine;

en dit omvat voorts—

(i) enige werk van dergelike aard of werk wat gepaard gaan met of voortspruit uit enige van voormelde werksaamhede; en

(ii) die maak, herstel, nagaan of opknapping van gereedskap, voertuie, installasies, masjinerie of toerusting in werkwinkels wat bedryf word deur werkgewers betrokke by enige van die werksaamhede bedoel in paragrawe (a) tot en met (c);

maar dit omvat nie die volgende nie:

(aa) Werk in verband met enigteen of meer van die werksaamhede gespesifiseer in (b) hierbo, waar sodanige werk, wanneer dit onderneem word in verband met die oprigting van strukture wat die algemene aard van geboue het en ongeag of sodanige werk probleme van 'n siviele-ingenieurswese aard behels, verrig word deur die werkgewers wat sodanige strukture oprig;

(bb) werk in verband met enigteen of meer van die werksaamhede gespesifiseer in (c) hierbo, wanneer dit onderneem word as 'n bykomende werksaamhede in verband met die oprigting van strukture wat die algemene aard van geboue het of wanneer dit onderneem word deur die werkgewers wat sodanige strukture oprig; en

(cc) enige werk wat binne die bestek val van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in die Ooreenkoms wat by Goewermentskennisgewing R. 1329 van 27 Junie 1980 gepubliseer is.

**3. "Civil Engineering Industry"** means (subject to the provisions of the Demarcation Determination published under Government Notice R. 1831 of 11 October 1968) the industry in which employers (other than local authorities) and their employees are associated for the purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

(a) The construction of aerodrome runways or aprons, aqueducts, bins or bunkers, cable ducts, caissons, rafts or other marine structures, canals, cooling, water or other towers, dams, docks, harbours, quays or wharves, earthworks, encasements, housings or support for plant, machinery or equipment, factory or works chimneys, filter beds, land or sea defence works, mine headgears, pipeliners, piers, railways, reservoirs, river works, roads or streets, sewerage works, sewers, shafts or tunnels, silos, sportsfields or grounds, swimming baths, viaducts or water treatment plants;

(b) excavation work or the construction of foundations, lift shafts, piling, retaining walls, stairwells, underground parking garages or other underground structures;

(c) the asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes—

(i) any work or similar nature or work incidental to or consequent on any of the aforesaid activities; and

(ii) the making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in paragraphs (a) to (c) inclusive;

but excludes—

(aa) work in connection with any one or more of the activities specified in (b) above where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;

(bb) work in connection with any one or more of the activities specified in (c) above when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures; and

(cc) any work falling within the scope of the Iron, Steel, Engineering and Metallurgical Industry as defined in the Agreement published under Government Notice R. 1329 of 27 June 1980.

33

4. **"Sementproduktenywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfsinrigtings met die doel om een of meer van die volgende artikels te vervaardig: Stene, teëls, dakpanne, blokke, pilare, potte, pype, pyptoebehore, lugroosters of enige ander artikels waarvan sement of kalk of beide sement en kalk die vernaamste bindmateriaal uitmaak en wat nie verhard word deur dit in 'n oond te bak of onderwerp word aan enige ander hitteproses nie uitgesonderd vir drogingsdoeleindes of met die doel om die hardwording van die bindmiddel te bespoedig; en dit omvat alle werksaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede.

5. **"Sementnywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vervaardiging van sement of gebrande gips;

(b) die uitbreking, winning of produsering van enige materiaal wat gebruik word by die vervaardiging van enigeen van die goedere in paragraaf (a) bedoel, indien onderneem deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werksaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede, maar dit omvat nie die bedrywighede van werknemers wat in diens is in persele wat nie deel uitmaak van of nie aangrensend is aan die persele waarin enige van die bedrywighede bedoel in (a) en (b) verrig word nie.

6. **"Swaarklei- en Verwante Produktenywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfsinrigtings waar werknemers in diens is vir—

(a) die vervaardiging van enigeen of meer van die volgende artikels (uitgesonderd keramiekware): Bakstene, silikasandstene, steengroefteëls, platblokke, hol blokke, vuurvaste produkte, suurvaste of vuurvaste erdepype, erdepypptoebehore, lugroosters, isoleerprodukte of enige ander artikels wat in die vervaardigingsproses verhard word deur dit in 'n oond te bak of deur middel van enige ander hitteproses en wat van klei gemaak is of waarvan klei of enige ander hittebestande of -isolerende mineraal, erts of materiaal of 'n kombinasie van klei en enige sodanige ander mineraal, erts of materiaal die hoofbestanddeel uitmaak;

(b) die ekstraksie, ontginning, winning of bereiding van die klei of hittebestande of -isolerende mineraal, erts of materiaal wat gebruik word by die vervaardiging van enige van die artikels in paragraaf (a) bedoel, indien onderneem deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werksaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede.

7. **"Klipvergruisingsnywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die vergruising van klip;

(b) die uitbreking of winning van klip vir die vergruising daarvan indien onderneem deur werkgewers wat betrokke is by die vergruising van sodanige klip,

en dit omvat alle werksaamhede wat gepaard gaan met enige of voortspruit uit enige van voormelde bedrywighede.

4. **"Cement Products Industry"** means the industry in which employers and their employees are associated in establishments for the purpose of manufacturing one or more of the following articles: Bricks, tiles, roof tiles, blocks, pillars, pots, pipes, pipe fittings, ventilators or any other articles of which cement or lime or both cement and lime form the principal binding material and which are not hardened by means of burning in a kiln or subjected to any other heat process except for the purpose of drying or for the purpose of accelerating the hardening of the binding agent; (33)

and includes all operations to or consequent on any of the aforesaid activities.

5. **"Cement Manufacturing Industry"** means the industry in which employers and their employees are associated for—

(a) the manufacture of cement or plaster of Paris;

(b) the quarrying, winning or production of any material used in the manufacture of either of the goods referred to in paragraph (a) if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the activities of employees who are employed in premises which do not form part of or are not adjacent to the premises in which any of the activities referred to in (a) and (b) are carried on.

6. **"Heavy Clay and Allied Products Industry"** means the industry in which employers and their employees are associated in establishments where employees are engaged in—

(a) the manufacture of any one or more of the following articles (other than ceramic ware): Bricks, silica sand bricks, quarry tiles, slabs, hollow blocks, refractories, acidproof or fireproof earthenware pipes, earthenware pipe fittings, ventilators, insulating products or any other articles which in the process of being manufactured are hardened by burning in a kiln or by any other heat process and which are made from clay, or of which clay or any other heat-resisting or insulating mineral, ore or material or a combination of clay and any such other mineral, ore or material forms the principal component;

(b) the extraction, mining, winning or preparation of the clay or heat-resisting or insulating mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (a), if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities.

7. **"Stonecrushing Industry"** means the industry in which employers and their employees are associated for—

(a) the crushing of stone;

(b) the quarrying or winning of stone for crushing if carried on by employers who are engaged in the crushing of such stone,

and includes all operations incidental to or consequent on any of the aforesaid activities.



8. "Houtverwerkingsnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

(a) die verwerking van hout of blokke tot balke, pale, sparre, planke, rubalke, mynstutte, dwarslêers, wie of ander standaardvorms deur dit te ontbas, te droog, te splits, op te sny, te saag of te skaaf, of die verwerking van sodanige hout of blokke op enige ander manier, en dit omvat die behandeling van enige van genoemde artikels met hitte of chemikalieë waar sodanige behandeling tesame met enige van voormelde werksaamhede geskied;

(b) die vervaardiging van houtwol, kiste, duie, pakmatte, platkissies, kratte of ander artikels waarvan hout die hoofkomponent uitmaak;

en dit omvat voorts alle werksaamhede wat gepaard gaan met of voortspruit uit enige van voormelde bedrywighede.

9. "Meubelnywerheid" beteken sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of ten dele, van alle tipes meubels, ongeag die materiaal wat gebruik word, en dit omvat onder andere die volgende werksaamhede:

(a) Herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering, die maak van los oortreksels en/of kussings, en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjinerie, finering, houtdraaiwerk en houtsniewerk in verband met die vervaardiging en/of herstel van meubels, die polering en/of herpolering van klaviere, of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroeë of teaters; en dit omvat ook die vervaardiging van beddegoed, waarvan die omskrywing en vertolking alle tipes matrasse, veermatrasse, bomatrasse, kopkussings, holsters en stoelkussings omvat; en dit omvat voorts die werksaamhede wat verrig word in persele waar houtmasjinerie, houtdraaiwerk en/of houtsniewerk in verband met die produksie van meubels gedoen word; en dit omvat voorts die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamheid verbode aan die finale voorbereiding van 'n meubelstuk wat te koop is, óf in die geheel óf ten dele, uitgevoer word, en die finering van gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die konstruksie van meubels gebruik word;

(b) die vervaardiging, hetsy in die geheel of ten dele, van kabinette vir musiekinstrumente en radio- of draadlooskabinette deur werkgewers wat betrokke is by enigeen of meer van die werksaamhede in paragraaf (a) gespesifiseer.

*Posadres van applikant:* Posbus 3419, North End, Port Elizabeth, 6056.

8. "Woodworking Industry" means the industry in which employers and their employees are associated for—

(a) the reduction of timber or logs to beams, poles, droppers, planks, baulks, mine props, sleepers, wedges or other standard forms by stripping off bark, drying, splitting, cutting up, sawing or planing, or the conversion of such timber or logs in any other manner, and includes the treatment of any of the said articles by heat or chemicals where such treatment is carried on in conjunction with any of the aforesaid activities;

(b) the manufacture of wood-wool, boxes, shooks, packmats, trays, crates, or other articles of which wood constitutes the main component;

and further includes all operations incidental to or consequent on any of the aforesaid activities.

9. "Furniture Manufacturing Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of furniture, irrespective of the materials used, and includes, *inter alia*, the following operations:

(a) Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making loose covers and/or cushions, and/or making and/or repairing boxspring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning and carving in connection with the manufacturing and/or repairing of furniture, polishing and/or repolishing pianos, or manufacturing and/or staining, spraying and polishing and/or repolishing tearoom, office, church, school, bar or theatre furniture; and also includes manufacturing bedding, the definition and interpretation of which includes all manner and types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions; and further includes the activities carried on in any premises where wood machining, wood-turning and/or carving in connection with the production of furniture is carried on; and further includes repairing, re-upholstering or repolishing furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and veneering laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture;

(b) the manufacture, either in whole or in part, of cabinets for musical instruments and radio or wireless cabinets by employers engaged in any one or more of the operations specified in paragraph (a).

*Postal address of applicant:* P.O. Box 3419, North End, Port Elizabeth, 6056.

*Kantooradres van applikant:* Kamer 210, Tweede Verdieping, Lazmark House, Port Elizabeth.

Die aandag word gevestig op onderstaande veristes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

**D. W. JAMES,**  
Nywerheidsregistrator.  
(8 November 1991)

*Office address of applicant:* Room 210, Second Floor, Lazmark House, Port Elizabeth.

Attention is drawn to the following requirements of section 4 of the Act:

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

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

**D. W. JAMES,**  
Industrial Registrar.  
(8 November 1991)

#### KENNISGEWING 1064 VAN 1991

#### DEPARTEMENT VAN MANNEKRAG

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrator, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die PACT Staff Association. Besonderhede van die aansoek word in onderstaande tabel verstrek.

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

#### TABEL

*Naam van vakvereniging:* PACT Staff Association.

*Datum waarop aansoek ingedien is:* 3 Oktober 1991.

*Belange en gebied ten opsigte waarvan aansoek gedoen word:* Alle persone in diens in die Uitvoerendekunsteonderneming, uitgesonderd persone in diens van TRUK as departementshoofde, adjunk-direkteur of hoofdirekteure, in die landdrostrikte Johannesburg en Pretoria.

Vir die doeleindes hiervan beteken "Uitvoerendekunsteonderneming" die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om lewend ballet-, opera-, dans- en dramaopvoerings en orkesuitvoerings aan te bied, en omvat dit—

die ontwerp, vervaardiging, verf, invoorraadneming en/of -houding, instandhouding en/of herstel van mans/vrouekostuums, -skoene, -juwele, -dekorrekwisiete en -klere;

die ontwerp en druk van reklameplakkate en die advertering en bemarking van produksies, opvoerings, uitvoerings en uitstallings in teaters;

#### NOTICE 1064 OF 1991

#### DEPARTMENT OF MANPOWER

#### LABOUR RELATIONS ACT, 1956

#### APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act 1956, give notice that an application for registration as a trade union has been received from the PACT Staff Association. Particulars of the application are reflected in the subjoined table.

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

#### TABEL

*Name of trade union:* PACT Staff Association.

*Date on which application was lodged:* 3 October 1991.

*Interests and area in respect of which application is made:* All persons employed in the Performing Arts Undertaking, excluding persons employed by PACT as departmental heads, deputy directors or chief directors, in the Magisterial Districts of Johannesburg and Pretoria.

For the purposes hereof "Performing Arts Undertaking" means the undertaking in which employers and their employees are associated for the purpose of presenting live ballet, opera, dance, drama and orchestral performances and includes—

the design, manufacturing, painting, stocking, maintaining and/or repairing of men's/women's costumes, shoes, jewellery, décor props and clothes;

the design and printing of advertisement posters, and the advertising and marketing of productions, performances and exhibitions in theatres;



## Major sectors cut 112 000 jobs

GERALD REILLY

PRETORIA — Almost 112 000 jobs were lost in the mining, quarrying, manufacturing and construction industries and Eskom in the 12 months to end-August, latest Central Statistical Service figures show. *B (by) 15/11/91*

The mining industry shed almost 49 000 workers during the period. The total number of people employed in the industry at the end of August was 637 581.

The next biggest loss was in manufacturing, where 33 300 jobs disappeared, reducing total employment to 1 425 922.

In construction 26 000 jobs were cut, reducing the workforce to 378 900. Eskom's staff numbers fell 3 200 to 47 700.

The same trend was apparent in the wholesale and retail trade and in the motor trade and hotel industries.

Total job loss in the four sectors amounted to almost 11 000 between June last year and end-June this year, when the total number of jobs was almost 735 000.

Retail trade employment dropped 5 136 to 361 845, wholesale trade personnel numbers fell 1 782 to 210 415, hotel worker figures lost 2 702 to 45 197, and in the motor trade, 1 270 jobs were lost, bringing the total down to 117 392.

**Building strike looms** (33) (102)

■ A wage strike was looming in the Transvaal building industry after employers' failure to respond to letters of demand, Cosatu's Construction and Allied

w/m a/r 15/11 - 21/11/91

w/m a/r 15/11 - 21/11/91

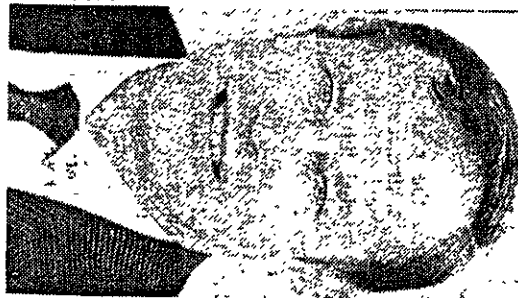
Workers' Union (Cawu) said this week.

Threatening a legal strike, Cawu said it had sent out letters of demand to individual employers urging them to press the Master Builders' Association "to negotiate in good faith".

(33) (102)  
Cawu has rejected an MBA offer of a R3,50-an-hour increase in industrial council negotiations, demanding R5 an hour.

MBA spokesman M Duffield said his members had received letters from Cawu, but that these had merely informed them of a deadlock in wage talks.

PROPERTY



TEN KROODEN

# Call for social upliftment forum

By Day 20/11/91

THE time is right for a forum on social upliftment, in which communities could meet professionals to discuss their needs and how they could help one another, says André ten Krooden, a partner at consulting quantity surveyors Walker Mare.

"There should be a forum where communities can make their needs known. Then professional bodies can assist them in formulating these requirements,

Reports by PETER GALLI

and take the suggestions further," says Ten Krooden, a member of the SA Quantity Surveyors' public relations committee. In this way community needs could be translated into appropriate development projects. Consultants with specialised skills in the construction industry could assist in such an upliftment programme, which would offer business opportunities in many fields. Quantity surveyors could assume the role of project

managers, to mobilise the unemployed in contracts within their own communities. Some form of training could be given at the same time, thereby contributing to general upliftment. "However, this road tends to be more expensive and very time-consuming for consultants, and the projects could take longer to complete! In this regard, government could offer a tax incentive of some sort,

to encourage developers and institutions to undertake labour-intensive projects, encouraging local communities to undertake the work afforded them in their own areas." Roads and bulk services could be handled on a labour-only sub-contract basis, using labour instead of machinery. The Development Bank of SA is investigating how such projects could be implemented, he says. In addition, more innovative systems involving low-

cost housing were needed. These should not be systems that employed less people, but rather systems which made maximum use of unskilled labour. Professionals needed to look beyond the profit motive and combine their skills with projects to provide employment and the upliftment of the poor. Concerned professionals also needed an avenue through which they could inform communities about assistance they could provide. Communities could look also at the possibility of drafting a register of their people's skills. Ten Krooden believes the future does not lie in sophisticated industry systems using large machinery, but in the use of hand labour, which will have the spin-off of creating pride and responsibility in the community concerned. "Quantity surveyors can play a role in keeping checks on money to be spent. Consultants can be responsible for this, and sub-contract to workers from the community where the particular development is situated. "While this is more expensive when it comes to professional fees, it is essential for the growth in housing development and employment." The "process of awareness" could be started at university or technician level. Students in quantity surveying, architecture and engineering could be required, as part of their courses, to spend six months in the field helping communities with housing and related projects. To supervise the process, a resource centre could be established at the university, under the supervision of a body of professionals who would take turns in manning it. Quantity surveyors and other professionals would, to some extent, need to "unlearn" what they knew and become more development-minded and not just commercially oriented for such a scheme to succeed. The establishment of a forum and the employment of local people in projects initiated for their benefit would also need the support of trade unions and community leaders, he says. The building business is fraught with problems, but taking the labour intensive route could be effective. "Perhaps this is the price SA should pay to address the unemployment problem," says Ten Krooden.

Local Unions Students' Councils  
Local Unions Students' Councils

CONSTRUCTION

LABOUR

1992 — 1993

(33)

## New architects' fees in pipeline

STA 2 31 1972  
New tariffs regarding the remuneration of architects are expected to be gazetted today, it was announced yesterday.

Public Works Minister Leon Wessels said the tariffs were approved after a request from the SA Council for Architects.

"The new tariff of fees, which has already been accepted as a guideline by architects, is only applicable in those cases where a client and an architect had not previously agreed upon a specific remuneration," the minister said.

As it was a recommended tariff, each party to a project where an architect was employed was in a position where fees payable could be negotiated.

— Sapa.

# Jobs crunch hits SA building industry (33)

Business Staff

ARC 22/1/92

JOHANNESBURG. — The recession has had a drastic impact on employment in the building industry.

The annual report of the Master Builders Association (Transvaal South) says there has been a 20 percent reduction in the unskilled workforce in the past 18 months.

"The consequences of the increasing unemployment situation countrywide is frightening as there is a growing number of work-seekers who are unlikely to get employment for months or even years," says the report by MBA director Basie Pretorius.

He says the scenario is not helped by trade union activity, which is contributing to the worsening of productivity.

The unions' attempts to secure a base wage for unskilled workers will accelerate the marginalisation of many member operations.

The MBA, while acknowledging the persistent recessionary conditions in the industry, believes the rate of deterioration has slowed. Indications are that an improvement will come about towards the middle of this year.

## 'Productivity too low' in building sector <sup>33</sup>

ET 24/1/92  
JOHANNESBURG. — Labour utilisation in the building industry is between 30% and 45%, and efficiency of operation is often equally bad, says Mr Jerry Eccles, manager of the construction unit at the National Productivity Institute (NPI).

The main opportunities for improved productivity on site, whether in regard to utilisation of labour, plant or materials, lie in the hands of foremen and their supervisors, since this is where the company's money is actually spent.

"However, these opportunities are often not capitalised upon due to a lack of understanding of productivity, and a lack of acceptance (and definition) of responsibilities at the middle to lower levels of supervision."

Mr Eccles says the crux of the problem lies in recognising the foreman and first level of supervisor as "critical" members of the management function.

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# Builders' body under threat

B10am 29/1/92

THE lack of an agreement for unskilled workers continues to have an adverse effect on the Industrial Council's finances and on the SA Master Builders' Association's financial position, the association says in its latest annual report.

"Should more employers decide not to voluntarily pay contributions and levies, this situation could soon become terminal," says director Basie Pretorius.

In addition, the perception of the council, its staff and operations as a "policing of the industry" continues to bedevil attempts to change its image. "The council is actually an agent acting on behalf of the best interests of the employee and the employer. Little credit is ever given for the work done in the administration of employee benefits and training and development with the building industry training schemes."

Non-enforcement of agreements in black urban areas continue to cause concern, with unfair competition within and outside those areas harming the industry.

Employees are also being exploited by being paid low wages and having no benefits provided. Employment over the past 18 months

has dropped about 20% because of the recession.

"The consequences of increasing the countrywide unemployment are frightening as there is a growing number of jobseekers who are unlikely to obtain employment for months or even years," Pretorius says.

While good quality skilled employees are generally in demand, productivity is still a major employer concern. This is worsened by outside influences like trade union activities, negative political activities and the economy.

Total employment in the Transvaal has fallen 15% to 35 256 in 1991 from 41 371 in 1988, and 17,5% year on year. However, while the number of semi-skilled employees dropped 12,5% to 6 393, the number of unskilled labourers plunged 25,4% to 23 034 over the year.

In 1988 there were 21 strikes in the construction industry. In 1989 there were 60 and in 1990 there were only three.

Pretorius says that while the building industry is still experiencing recessionary conditions, it appears the "deterioration rate" has slowed down, indicating that a turning point may have been reached.



# In fashion? Improve odds through course

STAC 30/1/92 (157) (53)  
Working your way up the corporate ladder can be a long haul. Theory may not beat practice, but in a retail or fashion marketing career your progress could be enhanced with training such as the one-year IMM Fashion Marketing and Management course.

The course was introduced by Birnam Business College three years ago after director Brenda Riesnik researched full-time fashion courses internationally.

She says: "Many students graduating from college with fashion diplomas were clinching positions in companies like Bloomingdales, Sears, Harrods, and Selfridges. South African employers are giving equal credibility to graduates of this course. Retail leaders like Woolworths, Truworths and Edgars have employed our students while others find positions in fashion design, textiles and quality assurance."

The course gives a sound knowledge in the basics of industry terminology as well as marketing. Hands-on experience is gained as students have to co-ordinate complete fashion shows dealing with textiles, design and style. Course subjects include retailing, marketing, consumer behaviour, buying procedures and sales management.

Another course Birnam College offers which may be useful for those bent on management is in the hotel field.

Instead of the usual on-the-job and part time study approach previously offered by hotels, students can concentrate on a well balanced full-time course which has the full support of the South Africa hotel trade. In addition to the usual industry studies of food and beverage management, industrial relations, front office procedures and accommodation, Birnam has added other useful skills training, such as basic bookkeeping, travel and computer courses.

"After a one-year college diploma, most Birnam students are snapped up into the market place. I believe this is because our courses are answering market needs," says Mrs Riesnik.

Notes.— 1. The effect of this amendment is that the rate of duty on—

- (a) flours, meals and pellets, of fish or of crustaceans, molluscs or other aquatic invertebrates is reduced from 2,5c/kg to free;
  - (b) oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of soya-bean oil is reduced from 24c/kg to 20c/kg; and
  - (c) oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of vegetable fats or oils of cotton seeds is reduced from 27c/kg to 25c/kg.
2. The amendment has retrospective effect to 6 September 1991.

## DEPARTEMENT VAN JUSTISIE

No. R. 368

31 Januarie 1992

### VERBETERINGSKENNIGGEWING

REËLS KRAGTENS ARTIKEL 17A (7) VAN DIE WET OP ARBEIDSVERHOUDINGE, 1956 (WET No. 28 VAN 1956), MET BETREKKING TOT DIE VOER VAN VERRIGTINGE IN DIE ARBEIDSAPPELHOF

Goewermentskenniggewing No. R. 161 gepubliseer in *Staatskoerant* No. 13717 van 10 Januarie 1992 word hiermee gewysig deur op bladsy 8 in die Engelse teks in paragraaf (b) (iii) die uitdrukking "subparagraphs (1) and (ii)" te vervang met die uitdrukking "subparagraphs (i) and (ii)".

## DEPARTEMENT VAN MANNEKRAG

No. R. 326

31 Januarie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

### SIVIELE INGENIEURSNYWERHEID: WYSIGING VAN ORDER

Ek, Daniel Pieter Antonie Schutte, Adjunkminister van Mannekrag wysig hierby, kragtens artikel 51 (A) (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, die Order vir die Siviele Ingenieursnywerheid, gepubliseer by Goewermentskenniggewing R. 2462 van 19 November 1982, soos gewysig by Goewermentskenniggewings R. 1258 van 17 Junie 1983, R. 583 van 30 Maart 1984, R. 1870 van 24 Augustus 1984, R. 403 van 22 Februarie 1985, R. 1988 van 6 September 1985, R. 381 van 28 Februarie 1986, R. 445 van 6 Maart 1987, R. 1837 van 28 Augustus 1987, R. 369 van 4 Maart 1988, R. 1784 van 2 September 1988, R. 555 van 31 Maart 1989, R. 1863 van 1 September 1989, R. 2069 van 31 Augustus 1990, en R. 2121 van 30 Augustus 1991 ooreenkomstig die Bylae hiervan en bepaal die tweede Maandag na die datum van publikasie van hierdie kenniggewing as die datum waarop genoemde wysiging bindend word.

**D. P. A. SCHUTTE,**

Adjunkminister van Mannekrag.

### AANHANGSEL A

#### INHOUD

1. Gebied en omvang.
2. Woordoms krywing.
3. Besoldiging.
4. Betaling van besoldiging.
5. Werkure, gewone en oortyd-, betaling vir oortydwerk.
6. Jaarlikse verlof.
7. Siekteverlof.
8. Betaling ten opsigte van Sondae in betaalde vaksiedae.
9. Stukwerk.

## DEPARTMENT OF JUSTICE

No. R. 368

31 January 1992

### CORRECTION NOTICE

RULES IN TERMS OF SECTION 17A (7) OF THE LABOUR RELATIONS ACT, 1956 (ACT No. 28 OF 1956), REGULATING THE CONDUCT OF THE PROCEEDINGS OF THE LABOUR APPEAL COURT

Government Notice No. R. 161 published in *Government Gazette* No. 13717 of 10 January 1992 is hereby amended by the substitution of the expression "subparagraphs (i) and (ii)" for the expression "subparagraphs (1) and (ii)" on page 8 in paragraph (b) (iii) of the English version.

## DEPARTMENT OF MANPOWER

No. R. 326

31 January 1992

LABOUR RELATIONS ACT, 1956

### CIVIL ENGINEERING INDUSTRY: 33 AMENDMENT OF ORDER

I, Daniel Pieter Antonie Schutte, Deputy Minister of Manpower, hereby, in terms of section 51 A (4) (a) (ii) of the Labour Relations Act, 1956, amend the Order for the Civil Engineering Industry, published under Government Notice R. 2462 of 19 November 1982, as amended by Government Notices R. 1258 of 17 June 1983, R. 583 of 30 March 1984, R. 1870 of 24 August 1984, R. 403 of 22 February 1985, R. 1988 of 6 September 1985, R. 381 of 28 February 1986, R. 445 of 6 March 1987, R. 1837 of 28 August 1987, R. 369 of 4 March 1988, R. 1784 of 2 September 1988, R. 555 of 31 March 1989, R. 1863 of 1 September 1989, R. 2069 of 31 August 1990, and R. 2121 of 30 August 1991 in accordance with the Schedule hereto and fix the second Monday after the date of publication of this notice as the date from which the said amendment shall be binding.

**D. P. A. SCHUTTE,**

Deputy Minister of Manpower.

### ANNEXURE A

#### CONTENTS

1. Area and scope.
2. Definitions.
3. Remuneration.
4. Payment of remuneration.
5. Hours of work, ordinary and overtime, and payment for overtime.
6. Annual leave.
7. Sick leave.
8. Payment for work on Sundays and paid holidays.
9. Piece work.

10. Beskermende klere.
11. Verbod op indiensneming.
12. Beëindiging.
13. Dienssertifikaat.
14. Los werknemers.

### BYLAE

#### 1. GEBIED EN OMVANG VAN DIE ORDER

1.1 Hierdie Order is van toepassing op alle werkgewers en al hul werknemers, uitgesonderd bestuurders, in die siviele ingenieursnywerheid soos in subklousule 1.2 omskryf, in die Republiek van Suid-Afrika uitgesonderd die hawe en nedersetting van Walvisbaai.

1.2 "Siviele ingenieursnywerheid" beteken (behoudens die bepalinge van die Afbakeningvasstelling gepubliseer by Goewermentskennisgewing R. 1831 van 11 Oktober 1968) die nywerheid waarin werkgewers (uitgesonderd plaaslike owerhede) en werknemers met mekaar geassosieer is vir die verrigting van werk van siviele ingenieursaard en omvat sodanige werk wat verband hou met een of meer van die volgende werksaamhede:

1.2.1 Die konstruksie van vliegvelदानloopbane of vaste blaaie; waterkanale; opgaarkuile of brandstofruime, brûe; kabelgange; caissons, vlotte of ander skeepstrukture; kanale; koelwater- of ander torings; damme; dokke, hawens of kaaie; grondwerke; bedekkings, omhulsels of stutte vir installasies, masjinerie of uitrusting, fabriek- of werkeskoorstene; filterbeddings; land- of seeverdedigingswerke; mynskagtorings; pyplyne; piere; treinspore; reservoirs; rivierwerke; paaie of strate; rioolwerke; riol; skagte of tonnels; silo's; sportvelde of terreine; swembadens; viadukte of waterbehandelinstallasies;

1.2.2 uitgrawingswerk of die konstruksie van fondamente, hyserskagte, stapeling, keermure, trapkuile, ondergrondse parkeergarages of ander ondergrondse strukture;

1.2.3 die asfaltering, betonnering, begruising, gelyk-making of bestrating van parkeergebiede, sypaadjies, paaie, strate, vliegvelदानloopbane of vaste blaaie, persele of terreine;

en omvat verder—

1.2.4 enige werk van 'n soortgelyke aard of werk wat gepaard gaan met of voortspruit uit enige van voormelde werksaamhede; en

1.2.5 die maak, herstel, nagaan of opknapping van gereedskap, voertuie, installasies, masjinerie of uitrusting in werkwinkels wat gedoen word deur werkgewers wat betrokke is by enige van die werksaamhede wat in paragraaf 1.2.1 tot en met 1.2.4 bedoel word;

maar uitgesonderd—

1.2.6 werk wat verband hou met een of meer van die werksaamhede wat in paragraaf 1.2.2 uiteengesit word, waar sodanige werk, wanneer dit onderneem word in verband met die oprigting van strukture wat die algemene kenmerke van geboue het, en ongeag of sodanige werk probleme van siviele ingenieursaard behels al dan nie, deur die werkgewers wat sodanige strukture oprig, gedoen word;

1.2.7 werk wat verband hou met een of meer van die werksaamhede wat in paragraaf 1.2.3 uiteengesit word, wanneer dit onderneem word as 'n bykomstige werksaamheid in verband met die oprigting van strukture wat die algemene kenmerk van geboue het of wanneer dit deur die werkgewers wat sodanige strukture oprig, onderneem word; en

1.2.8 enige werk wat binne die bestek van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid val, soos omskryf in die ooreenkoms wat by Goewermentskennisgewing R. 479 van 29 Maart 1974 gepubliseer is.

10. Protective clothing.
11. Prohibition of employment.
12. Termination.
13. Certificate of service.
14. Casual employees.

33

### SCHEDULE

#### 1. AREA AND SCOPE OF THE ORDER

1.1 This order shall apply to all the employers and all their employees, other than managers, in the Civil Engineering Industry as defined in subclause 1.2, in the Republic of South Africa excluding the port and settlement of Walvis Bay.

1.2 "Civil Engineering Industry" means (subject to the provision of the Demarcation Determination published under Government Notice R. 1831 of 11 October 1968) the Industry in which employers (other than local authorities) and employees are associated for the purpose of carrying out work of a civil engineering character and includes such work in connection with any one or more of the following activities:

1.2.1 The construction of aerodrome runways or aprons; aqueducts; bins or bunkers; bridges; cable ducts; caissons; rafts or other marine structures; canals; cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housings or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine head-gears; pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sportsfields or grounds; swimming baths; viaducts or water treatment plants;

1.2.2 excavation work or the construction of foundations, lift shafts, piling, retaining walls, stairwells, underground parking garages or other underground structures;

1.2.3 the asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes—

1.2.4 any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and

1.2.5 the making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in paragraphs 1.2.1 to 1.2.4 inclusive;

but excluding—

1.2.6 work in connection with any one or more of the activities specified in paragraph 1.2.2 where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;

1.2.7 work in connection with any one or more of the activities specified in paragraph 1.2.3 when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures; and

1.2.8 any work falling within the scope of the Iron, Steel, Engineering and Metallurgical Industries as defined in the agreement published under Government Notice R. 479 of 29 March 1974.

**2. WOORDOMSKRYWING**

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Order gebesig word en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, dieselfde betekenis as in daardie Wet; voorts, tensy dit strydig met die sinsverband is, beteken—

2.1 **"alle ander werknemers"** alle werknemers buiten wachte;

2.2 **"bediener"** 'n werknemer wat selfgedrewe of vaste masjinerie bedien, en dit aan- of afskakel deur die meganismes en kontroles van sodanige masjinerie te gebruik sodat dit die funksies verrig waarvoor dit ontwerp of aangepas is, wat die gang van en die werk wat deur so 'n masjien gedoen word, nagaan, noukeurig ondersoek of reguleer en wat ook lopende verstellings en kleinere herstelwerk kan doen aan sodanige masjinerie, of die daaglikse onderhoudswerk aan sodanige masjinerie kan verrig; en in die geval van selfgedrewe masjinerie omvat "bedien" die dryf van sodanige masjinerie, en by die toepassing van hierdie woordomskrywing omvat "bedien" alle tydperke waarin die bediener verplig is om op sy pos te bly, gereed om sodanige masjien te bedien;

2.3 **"bedryfsinrigting"** 'n perseel of konstruksieperseel of 'n deel daarvan waarin of in verband waarmee een of meer werknemers in die Siviele Ingenieursnywerheid in diens is;

2.4 **"bestuurder"** 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir, en leiding van die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk;

2.5 **"betaalde vakansiedag"** Nuwejaarsdag (of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag, en kan dit 'n vakansiedag insluit soos deur 'n werkgewer en sy werknemer of werknemers ooreengekom tot 'n maksimum van 4 dae per kalenderjaar;

2.6 **"betaling"** betaling van besoldiging in kontant of per tjek of op 'n ander wyse;

2.7 **"drywer"** 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

2.8 **"gesalarieerde werknemer"** 'n werknemer wie se besoldiging op 'n maandelikse grondslag bereken word ondanks die aantal ure of dae wat werklik gewerk is, wat werk verrig wat algemeen verstaan word as synde dié van 'n gesalarieerde werknemer en wat nie 'n "uurliks besoldigde werknemer" is nie;

2.9 **"korttyd"** 'n tydelike vermindering van die getal gewone werkure weens weersomstandighede, 'n slapte in die bedryf, 'n tekort aan materiaal, 'n onklaarraking van masjinerie of masjiene, of weens die feit dat strukture onbruikbaar is of dreig om dit te word, of enige onvoorsiene gebeurlikhede en/of omstandighede buite die werkgewer se beheer of 'n tydelike vermindering in die aantal gewone werkure weens onluste, onrus of dade van terrorisme of wanorde, wat die werkgewer se vermoë om werk te verskaf, direk beïnvloed;

2.10 **"loon"** die bedrag wat ingevolge klousule 3.1 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

2.10.1 as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3.1 voorgeskryf, dit sodanige hoër bedrag beteken;

**2. DEFINITIONS**

33

Unless the context otherwise indicates, any expression which is used in this order and which is defined in the Labour Relations Act, 1956, has the same meaning as in that Act; further, unless inconsistent with the context—

2.1 **"all other employees"** means all employees other than watchmen;

2.2 **"casual employee"** means an employee who is employed by the same employer on not more than 18 consecutive work days;

2.3 **"CEITS"** means the Civil Engineering Industry Training Scheme;

2.4 **"driver"** means an employee who is engaged in driving a motor vehicle and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

2.5 **"emergency work"** means any work which, owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence, theft, a breakdown of plant, motor vehicles or machinery or a breakdown or threatened breakdown of structures, or any critical operational requirement must be done without delay;

2.6 **"establishment"** means any premises or construction site or part thereof in, on or in connection with which one or more employees are employed in the Civil Engineering Industry;

2.7 **"foreman"** means an employee who is in charge of the employees in an establishment or section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

2.8 **"hourly-rated employee"** means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

2.9 **"law"** includes the common law;

2.10 **"local authority"** means any institution or body contemplated in section 84 (1) (f) (ii) of the Provincial Government Act, 1961 (Act No. 32 of 1961), and includes—

2.10.1 a board of management or board referred to in section 1 of the Rural Areas Act (House of Representatives), 1987 (Act No. 9 of 1987);

2.10.2 a regional services council established under section 3 of the Regional Services Councils Act, 1985 (Act No. 109 of 1985);

2.10.3 any local government body established by virtue of the provisions of section 30 (2) (a) of the Black Administration Act, 1927 (Act No. 38 of 1927), or

2.10.4 a local authority as defined in the Black Local Authorities Act, 1982 (Act No. 102 of 1982);

2.11 **"manager"** means an employee who is charged by his employer with the overall supervision over, responsibility for, and direction of the activities of an establishment or a department of an establishment and the employees engaged therein;

2.12 **"motor vehicle"** means a powerdriven self-propelled vehicle which is designed or adapted principally for the conveyance or haulage of goods or persons on a public road and includes a bitumen or tar distributor, concrete mixing truck, crane carrier, mechanical horse and water tanker, but excludes a motor cycle and self-propelled plant;

2.10.2 die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

2.11 **"los werknemer"** 'n werknemer wat hoogstens 18 opeenvolgende werkdade by dieselfde werkgewer in diens is;

2.12 **"motorvoertuig"** 'n kragaangedrewe selfgedrewe voertuig wat hoofsaaklik ontwerp of aangepas is vir die vervoer of sleep van goedere of persone op 'n openbare pad, en sluit dit ook 'n bitumen- of teersproeier, betonmengvragmotor, hyskraandraer, voorhaker en watertenkwa in, maar nie 'n motorfiets en selfgedrewe masjinerie nie;

2.13 **"noodwerk"** enige werk wat weens onvoorsiene omstandighede, soos 'n brand, storm, grondinsakking, ongeluk, epidemie, gewelddaad, diefstal, 'n onklaarraking van masjinerie, motorvoertuie of masjiene of wanneer strukture onbruikbaar is of dreig om dit te word, of 'n kritieke bedryfsvereiste sonder versuim gedoen moet word;

2.14 **"oortyd"** die gedeelte van 'n tydperk wat 'n werknemer werk verrig vir sy werkgewer gedurende 'n week of op 'n dag, na gelang van die geval, en wat langer is as die onderskeie gewone werkure wat vir sodanige werknemer voorgeskryf is by klousule 5.1 maar omvat dit geen tydperk wat 'n werknemer wie se werkure by klousule 5.1 voorgeskryf is, op 'n Sondag vir sy werkgewer werk nie;

2.15 **"OSSIN"** die Opleidingskema van die Siviële Ingenieursnywerheid;

2.16 **"plaaslike owerheid"** 'n instelling of liggaam in artikel 84 (1) (f) (iii) van die Wet op Provinsiale Bestuur, 1961 (Wet No. 32 van 1961), bedoel en sluit dit in—

2.16.1 'n bestuursraad of raad in artikel 1 van die Wet op Landelike Gebiede (Raad van Verteenwoordigers), 1987 (Wet No. 9 van 1987), bedoel;

2.16.2 'n streeksdiensteraad ingestel kragtens artikel 3 van die Wet op Streeksdiensterade, 1985 (Wet No. 109 van 1985);

2.16.3 'n plaaslike bestuursliggaam ingestel kragtens die bepalings van artikel 30 (2) (a) van die Swart Administrasie Wet, 1927 (Wet No. 38 van 1927); of

2.16.4 'n plaaslike owerheid soos in die Wet op Swart Plaaslike Owerhede, 1982 (Wet No. 102 van 1982), omskryf;

2.17 **"selfgedrewe masjinerie"** 'n kragaangedrewe selfgedrewe voertuig, uitgesonderd 'n motorvoertuig, wat hoofsaaklik ontwerp of aangepas is om, met of sonder 'n sleephegstuk, een of meer funksies te verrig terwyl dit beweeg en ook sodanige funksies kan verrig terwyl dit stilstaan, en omvat dit 'n asfaltplaveier, verdigter, betonplaveier, rusper- of loopkraan, stootskrapeer, sleepgraaf, stortwa, uitgraafmasjiene, vorkhefswa, padskrapeer, laaier, roller, skrapeer, skopgraaf, trekker, loophyser of loopgraafmasjiene, maar nie selfgedrewe masjinerie wat deur 'n operateur te voet bedien word nie;

2.18 **"selfgedrewe masjinerie wat deur 'n operateur te voet bedien word"** 'n selfgedrewe voertuig of ander selfgedrewe toestel wat deur 'n werknemer bedien word wat langs die voertuig of ander toestel loop, of wat hoofsaaklik ontwerp of aangepas is om een of meer funksies te verrig terwyl dit beweeg, en omvat dit 'n betonsnymasjiene, slootgraafmasjiene, grassnyer, draaiploeg, loopsteier, trilplaatverdiger of trilroller, maar nie 'n betonafstryk- of vibreermasjiene, grondstamper of bikhamer nie;

2.19 **"senior bestuurs- of administratiewe personeel"** werknemers wat in opdrag van die werkgewer werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard by die uitvoering van werksaamhede,

2.13 **"operator"** means an employee who is engaged in operating, including starting or stopping, self-propelled or stationary plant by employing the mechanisms and controls of such plant to perform the functions for which it was designed or adapted, who checks, scrutinises or regulates the running of and the work done by such plant and who may make running adjustments and minor repairs to such plant or perform the daily maintenance of such plant; and in the case of self-propelled plant "operating" includes the driving of such plant, and for the purpose of this definition "operating" includes all periods during which the operator is obliged to remain at his post in readiness to operate such plant;

2.14 **"overtime"** means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5.1, but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5.1, works for his employer on a Sunday;

2.15 **"paid holiday"** means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow and Christmas Day, and may include a holiday agreed between an employer and his employee or employees up to a maximum of 4 days per calendar year;

2.16 **"pay"** means payment of remuneration in cash or by cheque or by other means;

2.17 **"pedestrian-operated self-propelled plant"** means a self-propelled vehicle or other self-propelled device which is operated by an employee who walks next to it and which is designed or adapted principally to perform one or more functions while moving and includes a concrete cutting machine, ditcher, mower, rotovator, travelling gantry, vibrating plate compactor or vibrating roller, but excludes a concrete floating or vibrating machine, earthhammer or scabbler;

2.18 **"piece-work"** means any system under which an employee's remuneration is based on the quantity of work done;

2.19 **"salaried employee"** means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee, and who is not an "hourly-rated employee";

2.20 **"self-propelled plant"** means a power-driven self-propelled vehicle other than a motor vehicle which is designed or adapted principally to perform, with or without a towed attachment, one or more functions while moving and may also perform such functions while standing still and includes an asphalt paver, compactor, concrete paver, crawler or travelling crane, dozer, dragline, dumper, excavator, fork lift truck, grader, loader, roller, scraper, shovel, tractor, travelling hoist or trencher, but excludes pedestrian-operated self-propelled plant;

2.21 **"senior managerial and administrative personnel"** means employees who are charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative nature in the conduct of any activity.

2.22 **"short-time"** means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, a shortage of materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of structures, or any unforeseen contingencies and/or circumstances beyond the control of the

33

2.20 "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is;

2.21 "tegniese en professionele personeel" werknemers wat in opdrag van die werkgewer werk van 'n tegniese of professionele aard verrig;

2.22 "uurliks besoldigde werknemer" 'n werknemer wie se besoldiging op 'n uurlikse grondslag bereken word ondanks die frekwensie van die betaling daarvan, en wat nie 'n gesalarieerde werknemer is nie;

2.23 "vaste masjinerie" 'n kragaangedrewe toestel, ongeag daarvan of dit gemonteer is op 'n selfgedrewe of nieselgedrewe voertuig of nie, wat hoofsaaklik ontwerp of aangepas is om een of meer funksies uit te voer terwyl dit stilstaan, en omvat dit 'n awegaar, asfalt- of betonmenger, asfalt- of betonlotmeter, kompressor, vervoerstoestel, klipbreekmasjien, booruitrusting, opwekker, hystoelstel, hei, pomp, sifinstallasies, swaaiskoffelmasjien, swaaiskopgraaf, toringkraan, wastoestel of 'n windas, maar nie 'n spoorstaafbuig-, sny- of boormasjien, wapeningbuig- of -snymasjien of sweismasjien nie;

2.24 "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of afdeling daarvan, wat beheer uitoefen oor sodanige werknemers en daarvoor verantwoordelik is dat hulle hulle pligte doeltreffend uitvoer;

2.25 "wag" 'n werknemer wat betrokke is by een of meer van die volgende werksaamhede:

2.25.1 Goedere, persele, geboue, strukture of roerende of vaste eiendom bewaak of beskerm;

2.25.2 persele, geboue, strukture of eiendom patroleer, of

2.25.3 honde hanteer in die uitvoering van een of meer van die werksaamhede genoem in paragraaf 2.25.1 of 2.25.2;

2.26 "wet" ook die gemene reg.

### 3. BESOLDIGING

3.1 Die minimumloon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit: Met dien verstande dat hierdie vereiste nie van toepassing is op 'n werkgewer wat slegs by die Siviele Ingenieursnywerheid betrokke is nie en altesaam nie meer as twintig werknemers te alle tye in diens het in of in verband met sodanige besigheid nie en wie se jaarlikse omset in sodanige besigheid op enige datum gedurende die voorafgaande 12 maande nie R1 000 000 oorskry het nie.

3.1.1 Bylae vir die minimum lone vir "wag" en "alle ander werknemers" in provinsiale kolomme verskyn hier.

3.2 **Loonberekening:** 'n Werknemer se loon word bereken soos hieronder uiteengesit:

3.2.1 Die uurloon van 'n werknemer is sy weekloon gedeel deur die getal gewone werkure wat vir sodanige werknemer in enige week voorgeskryf is.

3.2.2 Die dagloon van 'n werknemer is sy weekloon gedeel deur—

3.2.2.1 vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

3.2.2.2 ses, in die geval van enige ander werknemer.

3.2.3 Die weekloon van 'n werknemer in sy uurloon vermenigvuldig met die getal gewone werkure wat vir sodanige werknemer in enige week voorgeskryf is.

3.2.4 Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

employer or a temporary reduction in the number of ordinary hours of work owing to riots, unrest or acts of terrorism or disorder, which directly affect the employer's ability to provide work;

2.23 "stationary plant" means a power-driven device, whether or not mounted on a self-propelled or non-self-propelled vehicle, which is designed or adapted principally to perform one or more functions while standing still and includes an auger, asphalt or concrete mixer, asphalt or concrete batching plant, compressor, conveyor, crusher, drilling rig, generator, hoist, pile driver, pump, screening plant, slewing hoe, slewing shovel, tower crane, washing plant or winch but excludes a rail bending, cutting or drilling machine, reinforcement bending or cutting machine or welding machine;

2.24 "technical and professional personnel" means employees who are charged by the employer with the performance of work of a technical or professional nature;

2.25 "wage" means the amount of money payable to an employee in terms of clause 3.1 in respect of his ordinary hours of work as prescribed in clause 5: Provided that—

2.25.1 if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3.1, it means such higher amount;

2.25.2 the first proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis;

2.26 "watchman" means an employee who is engaged in any one or more of the following activities:

2.26.1 Guarding or protecting goods, premises, buildings, structures or movable or immovable property;

2.26.2 patrolling premises, structures or property; or

2.26.3 handling dogs in the performance of any one or more of the activities specified in paragraphs 2.26.1 or 2.26.2.

### 3. REMUNERATION

3.1 The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that this requirement shall not apply to an employer who is engaged in the Civil Engineering Industry only and employs altogether not more than twenty employees at all times in or in connection with such business and whose annual turnover in such business, at any date during the preceding 12 months, does not exceed R1 000 000.

3.1.1 Schedule of minimum wages, for 'watchman' and 'all other employees' in provincial columns appears here.

3.2 **Calculation of wages:** The wage of an employee shall be calculated as set out hereunder:

3.2.1 The hourly wage of an employee shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.

3.2.2 the daily wage of an employee shall be his weekly wage divided by—

3.2.2.1 five, in the case of an employee who normally works a five-day week;

3.2.2.2 six, in the case of any other employee.

3.2.3 The weekly wage of an employee shall be his hourly wage multiplied by the number of ordinary hours of work prescribed for such employee in any week.

3.2.4 The monthly wage of an employee shall be four and a third times his weekly wage.

**4. BETALING VAN BESOLDIGING**

4.1 Behoudens klousule 6.5 moet elke bedrag verskuldig aan 'n werknemer, weekliks of tweeweekliks of maandeliks betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of sy diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet deur 'n staat geverifieer word of in 'n verseëelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

4.1.1 die werkgewer se naam;

4.1.2 die werknemer se naam en/of sy nommer op die betaalstaat en sy kategorie;

4.1.3 die getal gewone werkure wat die werknemer gewerk het;

4.1.4 die getal ure wat die werknemer oortyd gewerk het;

4.1.5 die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag, in klousule 8 bedoel, gewerk het;

4.1.6 die werknemer se loon;

4.1.7 besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

4.1.8 besonderhede van enige bedrag wat afgetrek is;

4.1.9 die werklike bedrag wat aan die werknemer betaal word; en

4.1.10 die tydperk waarvoor die betaling geskied;

en sodanige koevert houer of staat waarop hierdie inligting aangeteken is, word die eiendom van die werknemer. Met dien verstande dat—

4.1.11 op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur die werkgewer, wat voormelde staat, aan hom moet oorhandig;

4.1.12 voormelde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5.6.1 van die werkurebepalings uitgesluit is nie.

4.2 **Premies:** Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie, behalwe soos deur die Opleidingskema van die Siviele Ingenieursnywerheid bepaal.

4.3 **Aftrakkings:** 'n Werkgewer mag sy werknemer geen boetes opleë of enige bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

4.3.1 Met die skriftelike toestemming van die werknemer enige bedrag wat verband hou met sy diensvoorwaardes, diensverhouding met die werkgewer en ledegelde van 'n vakvereniging;

4.3.2 behoudens andersluidende bepalings in hierdie order, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

4.3.3 enige bedrag wat 'n werkgewer volgens die wet of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek; en

4.3.4 wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

4.3.4.1 sodanige aftrekking hoostens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

**4. PAYMENT OF REMUNERATION**

4.1 Save as provided in clause 6.5, any amount due to an employee, shall be paid weekly, fortnightly or monthly during the hours of work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be verified by a statement, or contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

4.1.1 the employer's name;

4.1.2 the employee's name and/or his number on the pay-roll and his category;

4.1.3 the number of ordinary hours of work by the employee;

4.1.4 the number of overtime hours worked by the employee;

4.1.5 the number of hours worked by the employee on a Sunday or a paid holiday referred to in clause 8;

4.1.6 the employee's wage;

4.1.7 the details of any other remuneration arising out of the employee's employment;

4.1.8 the details of any deductions made;

4.1.9 the actual amount paid to the employee; and

4.1.10 the period in respect of which payment is made;

and such envelope, container or statement on which these particulars are recorded shall become the property of the employee: Provided that—

4.1.11 at the written request of an employee, the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the aforementioned statement;

4.1.12 the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5.6.1.

4.2 **Premiums:** No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee, except as provided for by the Civil Engineering Industry Training Scheme.

4.3 **Deductions:** An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

4.3.1 With the written consent of the employee any deduction that relates to his conditions of employment, employment relationship with the employer and subscriptions to a trade union;

4.3.2 except where otherwise provided in this order, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

4.3.3 a deduction of any amount which an employer is by law or order of any competent court required or permitted to make; and

4.3.4 whenever the ordinary hours of Work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction: Provided that—

4.3.4.1 such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

33



4.3.4.2 geen aftrekking geskied nie ten opsigte van korttyd wat uit 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder.

4.3.4.3 geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue of strukture onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie; en

4.3.4.4 as die werknemer vir werk aangemeld het, geen aftrekking ten opsigte van korttyd geskied vir die eerste twee uur waarin daar nie gewerk word nie weens swak weer, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie weens swak weer.

4.3.5 met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer betaal het of onderneem het om te betaal aan—

4.3.5.1 enige bankinstelling, bougenootskap, versekeringsbesigheid, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te bekom;

4.3.5.2 enige ander organisasie of liggaam ten opsigte van 'n woning of huisvesting in 'n hostel wat sodanige werknemer bewoon indien die woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat, 'n bougenootskap of 'n plaaslike owerheid voorgeskiet is.

## 5. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

5.1 *Gewone werkure, ens.:* 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

5.1.1 die volgende klasse werknemers as hulle vyf dae per week van Maandag tot en met Vrydag werk:

5.1.1.1 'n Wag, 72 in 'n week en 14½ in vier dae en 14 op een dag;

5.1.1.2 enige ander ander werknemer, 46 in 'n week en 9½ op 'n dag;

5.1.2 die volgende klasse werknemers as hulle ses dae per week van maandag tot en met Saterdag werk:

5.1.2.1 'n Wag, 72 in 'n week en 12 op 'n dag;

5.1.2.2 enige ander werknemer, 46 in 'n week en 8 op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigene van die ander dae tot 8½ verleng kan word.

5.2 *Etenspouses ens.:* 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 'n halfuur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

5.2.1 werktydperke wat deur pouses van minder as 'n halfuur onderbreek word, uitgesonderd waar voorbehoedsbepaling 525 van toepassing is, geag word aaneenlopend te wees;

5.2.2 as sodanige pouse langer as 'n halfuur is, enige tyd wat een uur te bowe gaan, geag word werktyd te wees;

5.2.3 slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

5.2.4 wanneer daar, vanweë oortyd wat gewerk word, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot minstens 15 minute verkort mag word;

4.3.4.2 no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

4.3.4.3 no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or structures, in respect of the first two hours not worked, unless the employer has given his employee notice on the previous day that no work will be available due to such breakdown; and

4.3.4.4 if the employee has reported for work, no deduction shall be made in the case of short-time owing to inclement weather in respect of the first two hours not worked, unless the employer has given his employee notice on the previous day that no work will be available due to inclement weather.

4.3.5 with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to—

4.3.5.1 any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling;

4.3.5.2 any other organisation or body in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from funds advanced for that purpose by the State, a building society or a local authority.

## 5. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

5.1 *Ordinary hours of work etc.:* An employer shall not require or permit an employee to work more ordinary hours of work than—

5.1.1 the following classes of employees when working a five-day week from Monday to Friday inclusive:

5.1.1.1 A watchman, 72 in any week and 14½ on four days and 14 on one day;

5.1.1.2 any other employee, 46 in any week and 9½ on any day;

5.1.2 the following classes of employees when working a six-day week from Monday to Saturday inclusive:

5.1.2.1 A watchman, 72 in any week and 12 on any day;

5.1.2.2 any other employee, 46 in any week and 8 on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to 8½.

5.2 *Meal intervals etc.:* An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

5.2.1 periods of work interrupted by intervals of less than half an hour, except when proviso 5.2.5 applies, shall be deemed to be continuous;

5.2.2 if such interval shall be longer than half an hour, any period in excess of one hour shall be deemed to be time worked;

5.2.3 only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

5.2.4 when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to not less than 15 minutes;



# Strikers march through city

By CELEAN JACOBSON

**STRIKING** building workers, armed with hammers and sharpened branches yesterday went from site to site in a tense march through the city and Waterfront calling for workers to drop tools and join them.

In Long Street a crane driver was forced to drop a load of concrete on the street and outside Somerset Hospital a load of steel about to be hoisted was discontinued.

Construction work in the city was brought to a halt and traffic was disrupted as the crowd swelled to about 400 men. They were followed by a strong police presence. Ten days ago five men were

## Call for builders to drop tools

Injured when striking workers attacked employees on a building site in the city, but this was not the case yesterday.

By 1pm the workers had gathered outside the offices of the Industrial Council for the Building Industry on the Foreshore.

The strike began two weeks ago and workers said they had been promised a response to their de-

mands for higher wages by last Friday but this had not happened.

Two hundred clothing workers from a Parow factory went on strike yesterday.

Spokesman for the 160 000-strong Southern African Clothing and Textile Workers' Union Mr Shahled Teladia said workers at Flintex were demanding a R35 increase but the company had offered R25.

A "go-slow" by workers at the container terminal in the harbour has delayed business at the terminal since July 22, Portnet said yesterday.

Spokeswoman Ms Adri Bootsma said attempts were being made to minimise the effects of the strike and that Portnet apologised for any inconvenience.



**STRIKE ACTION** ... Striking building workers yesterday forced a crane driver in Long Street to drop his load of concrete on the street as they marched through the city and Waterfront construction sites bringing work to a halt. Picture: BENNY GOOL

werkgewer sodanige verlof aan die werknemer moet verleen en die werknemer dit moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van genoemde tydperk van vier maande; en

6.2.2 die tydperk van verlof nie mag saamval nie met—

6.2.2.1 siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7.4.1 of 7.4.2 en wel tot 'n totaal in enige tydperk van 12 maande van hoogstens 10 weke;

6.2.2.2 enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien; of

6.2.2.3 enige tydperk waarin die werknemer militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan.

6.3 Op die skriftelike versoek van sy werknemer kan 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande dat—

6.3.1 sodanige werknemer so 'n versoek rig uiterlik vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

6.3.2 die werkgewer die datum van ontvangs van die versoek daarop aanbring oor sy handtekening, en hy moet dit tot minstens na verstryking van die verloftydperk bewaar.

6.4 Klousule 6.2 is *mutatis mutandis* van toepassing op die verlof in klousule 6.3 bedoel.

6.5 Die besoldiging ten opsigte van die verlof voorgeskryf by klousule 6.1 gelees met klousule 6.3 moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

6.6 By diensbeëindiging moet die werkgewer aan sy werknemer sy betaling ten opsigte van enige verlof wat opge-loop het, maar nie voor die datum van diensbeëindiging aan hom verleen is nie, betaal.

6.7 By die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

6.7.1 enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydsperk as diens te eis nie; en

6.7.2 enige tydperk wat 'n werkgewer van sy werknemer vereis om nie te werk nie weens weersomstandighede, 'n slapte in die bedryf of 'n onklaarraking van masjinerie.

6.8 Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof, te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte van sy bedryfsinrigting vir 15 agtereenvolgende werkdae sluit,

plus 'n addisionale dag vir elke dag bedoel in klousule 2.5 wat binne die tydperk van sluiting val: Met dien verstande dat sodanige dag op 'n dag wat gewoonlik 'n werkdag is, val.

6.9 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of die gedeelte daarvan waarin hy werksaam is, nie geregtig is op die volle tydperk van jaarlikse verlof by klousule 6.1 voorgeskryf nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in klousule 6.6 uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval, aldus sluit.

months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months; and

6.2.2 the period of leave shall not be concurrent with—

6.2.2.1 sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7.4.1 or 7.4.2 amounting in the aggregate to not more than 10 weeks in any one period of 12 months;

6.2.2.2 any period during which the employee is under notice of termination of employment in terms of clause 12; or

6.2.2.3 any period during which the employee is doing military training or service under the Defence Act, 1957.

6.3 At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

6.3.1 the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

6.3.2 the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

6.4 Clause 6.2 shall *mutatis mutandis* apply to the leave referred to in clause, 6.3.

6.5 The remuneration in respect of the leave prescribed in clause 6.1, read with clause 6.3, shall be paid not later than the last work-day before the date of commencement of the leave.

6.6 Upon termination of employment the employer shall pay his employee his pay in respect of any period of leave which has accrued to him but was not granted to him before the date of termination of the employment.

6.7 For the purpose of this clause the expression "employment" shall be deemed to include—

6.7.1 any period during which an employee is absent for military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service; and

6.7.2 any time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant.

6.8 Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 15 consecutive workdays,

plus an additional day for each day referred to in clause 2.15 falling within such closed period: Provided such day falls on a day which is normally a work-day.

6.9 An employee who at the date of the closing of an establishment or the portion thereof in which he is employed, is not entitled to the full period of annual leave prescribed in clause 6.1 shall, in respect of any leave due to him be paid by his employer on the basis set out in clause 6.6, and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.

(33)

**7. SIEKTEVERLOF**

7.1 Behoudens klousule 7.2 moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van—

7.1.1 in die geval van 'n wag altesaam minstens 24 werkdag; en

7.1.2 in die geval van enige ander werknemer, altesaam minstens 20 werkdag,

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

7.1.1.1 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n wag, een werkdag ten opsigte van elke voltooidde maand diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooidde tydperk van vyf weke diens;

7.1.1.2 wanneer in die eerste tydkring van 24 maande diens by dieselfde werkgewer, 'n werknemer afwesig weens ongeskiktheid is vir 'n langer tydperk as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, die werknemer geregtig is op betaling vir slegs die siekteverlof wat hom dan toekom, maar die werkgewer moet, indien hy dit nie reeds gedoen het nie, by verstryking van genoemde dienstryking of by diensbeëindiging voor sodanige verstryking, die werknemer betaal ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid, vir sover die siekteverlof wat hom by sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie;

7.1.1.3 waar 'n werkgewer ingevolge 'n wet vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

7.2 'n Werkgewer kan, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

7.2.1 vir langer as drie agtereenvolgende werkdag;

7.2.2 op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n betaalde vakansiedag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, die werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê. Verder kan 'n werkgewer van 'n werknemer vereis om 'n sertifikaat te verkry wat deur 'n mediese praktisyn uitgereik is wat deur die werkgewer genomineer is, maar op die werkgewer se koste, om aan die vereistes van hierdie klousule te voldoen.

7.3 By die toepassing van hierdie klousule—

7.3.1 word die uitdrukking "diens" geag te omvat—

7.3.1.1 enige tydperk wat 'n werknemer afwesig is—

7.3.1.1.1 met verlof ingevolge klousule 6;

7.3.1.1.2 op las of versoek van sy werkgewer;

7.3.1.1.3 met siekteverlof ingevolge klousule 7.1;

en wat in enige tydperk van 12 maande altesaam hoogstens 10 weke beloop; en

**7. SICK LEAVE** (33)

7.1 Subject to clause 7.2, an employer shall grant to his employee, who is absent from work through incapacity—

7.1.1 in the case of a watchman, not less than 24 work-days'; and

7.1.2 in the case of any other employee, not less than 20 work-days'

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage which would have been paid had the employee worked during such period: Provided that—

7.1.1.1 in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of a watchman, one work-day in respect of each completed month of employment, and in the case of any other employee one work-day in respect of each completed period of five weeks of employment;

7.1.1.2 where, in the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, the employee shall be entitled to be paid in respect of only such leave as has so accrued, but the employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay the employee in respect of such excess period of absence owing to incapacity, to the extent to which sick leave, accrued at such expiration or termination, had not been taken;

7.1.1.3 where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

7.2 An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of absence from work—

7.2.1 for more than three consecutive work-days; or

7.2.2 on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, the employer may, during the period of eight weeks immediately succeeding the last such occasion, require the production of such certificate in respect of any absence. Furthermore, an employer may require an employee to obtain a certificate issued by a medical practitioner nominated by the employer but at the employer's expense in order to satisfy the requirements of this clause.

7.3 For the purposes of this clause the expression—

7.3.1 "employment" shall be deemed to include—

7.3.1.1 any period during which an employee is absent—

7.3.1.1.1 on leave in terms of clause 6;

7.3.1.1.2 on the instructions or at the request of his employer;

7.3.1.1.3 on sick leave in terms of clause 7.1;

amounting in the aggregate, in any period of 12 months to not more than 10 weeks; and

7.3.1.2 enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van enige tydperk van sodanige opleidings- of dienstydperk as diens te eis nie;

7.3.1.3 enige tydperk wat 'n werkgewer van 'n werknemer vereis om nie te werk nie weens weersomstandighede, 'n slapte in die bedryf of 'n onklaarraking van masjinerie; en word enige tydperk van diens by dieselfde werkgewer onmiddellik voordat hierdie order bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie order te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie order verleen te wees;

7.3.2 beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

7.4 **Voorbehoudsbepalings:** Hierdie klousule is nie van toepassing nie—

7.4.1 op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word, maar tot minstens die aanwaskoers uiteengesit in die eerste voorbehoudsbepaling van klousule 7.1;

7.4.2 op enige tydperk van ongeskiktheid van 'n werknemer waarvoor daar by 'n ander wet vereis word om die werknemer minstens sy volle loon te betaal.

## 8. BETALING TEN OPSIGTE VAN SONDAE EN BETAALDE VAKANSIEDAE

8.1 Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

8.1.1 die werknemer—

8.1.1.1 indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

8.1.1.2 indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of

8.1.2 hom teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

8.2 As 'n werknemer nie op 'n verpligte betaalde vakansiedag in klousule 2 bedoel, werk nie, moet die werkgewer hom minstens sy weekloon betaal vir die week waarin sodanige dag val.

8.3 Wanneer 'n werknemer op 'n verpligte betaalde vakansiedag 'n klousule 2 bedoel, werk, moet sy werkgewer hom vir die week waarin daardie dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat

7.3.1.2 any period during which an employee is absent from work owing to military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

7.3.1.3 any time during which an employee is required by the employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant; and any period of employment which an employee has had with the same employer immediately before the date on which this order became binding shall for the purposes of this clause, be deemed to be employment under this order, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this order;

7.3.2 "incapacity" means inability to owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

7.4 **Savings:** This clause shall not apply—

7.4.1 to an employee at whose written request the employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced, but not less than the rate of accrual set out in the first proviso to clause 7.1; and

7.4.2 in respect of any period of incapacity of an employee for which the employer is required by any other law to pay to the employee not less than his full wages.

## 8. PAYMENT IN RESPECT OF SUNDAYS AND PAID HOLIDAYS

8.1 Whenever an employee works on a Sunday, his employer shall either—

8.1.1 pay the employee—

8.1.1.1 if he so works for a period not exceeding four hours, not less than his daily wage; and

8.1.1.2 if he so works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

8.1.2 pay the employee at a rate of not less than one and a third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

8.2 If an employee does not work on an obligatory paid holiday referred to in clause 2, his employer shall pay him for the week in which such day falls not less than his weekly wage.

8.3 Whenever an employee works on an obligatory paid holiday referred to in clause 2, his employer shall pay him for the week in which such day falls not less than his weekly wage plus his hourly wage for each hour or part of an hour

die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat wanneer daar van 'n werknemer vereis of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag moet word vier uur te gewerk het.

8.4 Hierdie klousule is nie van toepassing nie op 'n werknemer wat ingevolge klousule 5.6.1 van die werkurebepalings uitgesluit is.

### 9. STUKWERK

9.1 'n Werkgewer kan, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 9.3, sodanige werknemer besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het.

9.2 'n Werkgewer moet 'n lys van die besoldiging in klousule 9.1 bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

9.3 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een week kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

### 10. BESKERMENDE KLERE

10.1 'n Werkgewer moet alle beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf gratis verskaf en in 'n bruikbare toestand hou, en alle sodanige artikels bly die eiendom van die werkgewer.

### 11. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

### 12. BEËINDIGING VAN DIENSKONTRAK

12.1 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet —

12.1.1 in die geval van 'n gesalarieerde werknemer;

12.1.1.1 gedurende die eerste vier weke diens, minstens een werkdag;

12.1.1.2 na die eerste vier weke diens, minstens een week; en

12.1.2 in die geval van 'n uurliks besoldigde werknemer, minstens een werkdag;

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal in die geval van —

12.1.3 een werkdag kennisgewing, minstens die dagloon;

12.1.4 een week kennisgewing, minstens die weekloon; wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat —

12.1.4.1 die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros, nie hierdeur geraak word nie; en

worked by the employee on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

8.4 This clause shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5.6.1.

### 9. PIECE WORK

9.1 An employer may, after at least one week's notice to his employee, introduce a piece-work system and, save as provided in clause 4.3, such employer shall pay such employee remuneration at the rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked.

9.2 An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in clause 9.1.

9.3 An employer who intends to cancel or amend the piece-work system in operation or the rates applicable thereunder, shall give his employee employed on such system not less than one week's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

### 10. PROTECTIVE CLOTHING

10.1 An employer shall supply and maintain in serviceable condition, free of charge, any protective clothing which he requires his employee to wear or which by any law he is compelled to provide to his employee and any such article shall remain the property of the employer.

### 11. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

### 12. TERMINATION OF CONTRACT OF EMPLOYMENT

12.1 An employer or his employee, who desires to terminate the contract of employment, shall give notice of termination of contract of —

12.1.1 in the case of a salaried employee,

12.1.1.1 during the first four weeks of employment, not less than one workday's;

12.1.1.2 after the first four weeks of employment, not less than one week's and;

12.1.2 in the case of an hourly-rated employee, not less than one work-day's;

or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than in the case of —

12.1.3 one work-day's notice, the daily wage;

12.1.4 one week's notice, the weekly wage;

the employee is receiving at the time of such termination: Provided that —

12.1.4.1 this shall not affect the operation of any forfeitures penalties which by law may be applicable in respect of an employee who deserts; and

12.1.4.2 indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking "ten tyde van sodanige diensbeëindiging ontvang", wanneer 'n werkgewer 'n werknemer betaal in plaas van kennis te gee, geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

12.2 Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van klousule 12.1 bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

12.3 Die kennisgewing by klousule 12.1 voorgeskryf, moet op enige werkdag geskied: Met dien verstande dat—

12.3.1 die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid—

12.3.1.1 met verlof ingevolge klousule 6;

12.3.1.2 terwyl militêre opleiding of diens ingevolge die Verdedigingswet, 1957, ondergaan word;

12.3.2 daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7.4;

en wel tot 'n totaal, ten opsigte van afwesigheid in paragrawe 12.3.1.1 en 12.3.2 bedoel, in enige tydperk van 12 maande, van hoogstens 10 weke.

12.4 Ondanks andersluidende bepalings in hierdie order, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, mag sy werkgewer uit enige geld wat hy aan sodanige werknemer uit hoofde van enige bepaling van hierdie order skuld, hom 'n bedrag toeëien van hoogstens dit wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer hom aldus 'n bedrag toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6.5 geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

**13. DIENSSERTIFIKAAT**

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en waarop die volle name van die werkgewer en die werknemer, die werknemer se klas, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

**DIENSSERTIFIKAAT**

Ek/Ons (13.1) .....  
 wat die Siviele Ingenieursbedryf beoefen te .....  
 sertifiseer hierby dat .....  
 by my/ons (13.1) in diens was vanaf die .....  
 dag van ..... 19.... tot die .....  
 dag van ..... 19.... as (13.2) .....  
 By beëindiging van diens was sy/haar (13.1) loon R .....  
 per week/maand (13.1).

(Handtekening van werkgewer of gemagtigde verteenwoordiger)

Datum ..... 19....

13.1 Skrap wat nie van toepassing nie.

13.2 Meld klas waarin werknemer uitsluitlik of hoofsaaklik in diens was.

12.1.4.2 where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deduction had been made in respect of short-time".

33

12.2 Where there is an agreement in terms of the second proviso to clause 12.1, the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

12.3 The notice prescribed in clause 12.1 shall be given on any work-day: Provided that—

12.3.1 the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

12.3.1.1 on leave in terms of clause 6;

12.3.1.2 on military training or service in pursuance of the Defence Act, 1957;

12.3.2 notice shall not be given during an employee's absence on sick leave in terms of clause 7 or absence owing to incapacity in the circumstances set out in clause 7.4;

amounting in the aggregate, in respect of absences referred to in paragraphs 12.3.1.1 and 12.3.2 to not more than 10 weeks in any period of 12 months.

12.4 Notwithstanding anything to the contrary in this order, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this order, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6.5 be deemed to have paid the employer in lieu of notice.

**13. CERTIFICATE OF SERVICE**

Except when a contract of employment of an employee is terminated on the grounds of desertion the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and the employee, the class of the employee, the date of commencement and the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

**CERTIFICATE OF SERVICE**

I/We (13.1).....  
 carrying on trade in the Civil Engineering Industry at.....  
 hereby certify that.....  
 was employed by me/us (13.1) from the .....  
 day of ..... 19.... to the .....  
 day of ..... 19.... as (13.2) .....  
 At the termination of employment his/her (13.1) wage was R .....  
 per week/month (Z13.1).

(Signature of employer of authorised representative)

Dated ..... 19....

13.1 Delete whichever is inapplicable.

13.2 State class in which employee was wholly or mainly engaged.

**14. LOS WERKNEMERS**

Tensy die sinsverband anders aandui, is die diensvoorwaardes wat in hierdie Order voorgeskryf word, op los werknemers van toepassing, behalwe in die volgende omstandighede:

**14.1 Besoldiging:**

14.1.1 Wanneer 'n werkgewer van 'n los werknemer vereis om vir 'n tydperk van nie meer as vier agtereenvolgende ure op 'n dag te werk, kan sy loon met nie meer as 50 persent ten opsigte van dié dag verminder word.

**14.2 Betaling van besoldiging:**

14.2.1 Die bepalings van klousule 4.1 is nie van toepassing nie.

14.2.2 'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by diensbeëindiging betaal, maar minstens weekliks.

**14.3 Betaling van oortydwerk:**

14.3.1 'n Werkgewer moet 'n los werknemer wat oortyd werk, teen minstens een en 'n derde keer sy gewone loon betaal ten opsigte van die totale tydperk wat deur sodanige werknemer op 'n dag gewerk is.

**14.4 Jaarlikse verlof:**

Klousule 6 is nie van toepassing nie.

**14.5 Siekteverlof:**

Klousule 7 is nie van toepassing nie.

**14.6 Beëindiging van dienskontrak:**

Klousule 12 is nie van toepassing nie.

**14.7 Dienssertifikaat:**

Klousule 13 is nie van toepassing nie.

No. R. 327

31 Januarie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KORREKSIEKENNISGEWING

BOUNYWERHEID, KIMBERLEY: WYSIGING VAN  
HOOFDOOREENKOMS

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 3136 wat in Staatskoerant No. 13684 van 20 Desember 1991 verskyn, word hierby vir algemene inligting gepubliseer:

In die Engelse sowel as die Afrikaanse teks, vervang die woorde "Sent per uur" met "Rand per uur" waar dit in klousule 24 (1) (a)-(d) en 24 (2) (a)-(d) voorkom.

No. R. 356

31 Januarie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

YSTER-, STAAL-, INGENIEURS- EN METALLUR-  
GIESE NYWERHEID: HERBEKRAGTING VAN  
HOOFDOOREENKOMS

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 2658 wat in Staatskoerant No. 13612 van 8 November 1991 verskyn, word hierby vir algemene inligting gepubliseer:

**1. In die Afrikaanse teks van die Bylae:****(a) 6. KLOUSULE 4: WERKURE**

In item (2), die eerste paragraaf van subklousule "(3)" voeg die uitdrukking: "Behoudens dat:" in na die woorde "... 10 ure per week wees..."

**(b) 25 BYLAE A**

WERKSEKURITEIT

**14. CASUAL EMPLOYEES**

Unless the context otherwise indicates, the conditions of employment prescribed in this Order shall apply to casual employees, except in the following circumstances: 33

**14.1 Remuneration:**

14.1.1 Where and employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent in respect of that day.

**14.2 Payment of remuneration:**

14.2.1 The provisions of clause 4.1 do not apply.

14.2.2 An employer shall pay the remuneration due to a casual employee on termination of his employment but not less than weekly.

**14.3 Payment for overtime:**

14.3.1 An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his ordinary wage in respect of the total period so worked by such employee on any day.

**14.4 Annual leave:**

Clause 6 shall not apply.

**14.5 Sick leave:**

Clause 7 shall not apply.

**14.6 Termination of contract of employment:**

Clause 12 shall not apply.

**14.7 Certificate of service:**

Clause 13 shall not apply.

No. R. 327

31 January 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

BUILDING INDUSTRY, KIMBERLEY: AMENDMENT  
OF MAIN AGREEMENT

The undermentioned corrections to Government Notice No. R. 3136 appearing in Government Gazette No. 13684 of 20 December 1991, are published herewith for general information:

In the English as well as the Afrikaans texts, substitute the words "Rand per hour" for "Cent per hour" where it appears in clause 24 (1) (a)-(d) and 24 (2) (a)-(d).

No. R. 356

31 January 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

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

The following corrections to Government Notice No. R. 2658 appearing in Government Gazette No. 13612 of 8 November 1991 are hereby published for general information:

**1. In the Afrikaans text to the Schedule:****(a) 6. KLOUSULE 4: WERKURE**

In item "(2)" the first paragraph of subsection "(3)" insert the expression: "Behoudens dat:" after the expression "... 10 ure per week wees..."

**(b) 25 BYLAE A**

WERKSEKURITEIT



PROPERTY

# SA estate agents to join world body

B/Day 12/2/92

33

Business Day Reporter

ESTATE agents in SA have been invited to join an international federation representing their profession.

The International Real Estate Federation (FIABCI) decided at a recent meeting of its board in Sao Paulo, Brazil, to invite an application by the Institute of Estate Agents of SA (IEASA) for "principal membership" of the international body.

FIABCI deputy world president-elect David Blumberg said approval of the application by a board meeting during the federation's world congress in Montreux, Switzerland, in May would be a formality.

Blumberg is a former South African living in Israel and has worked for many years to get SA's membership accepted.

"This is a tremendous opportunity for South Africans who are now, after years of sanctions, coming back into the international community," he says.

"There is a great deal of business to be done out there, and FIABCI provides access to it through its sub-committees, conventions and membership list."

Trevor Downing, president of the IEASA, says FIABCI is a federation of professional real estate associations, represented in 48 countries. In addition to access to international business, the feder-

ation provides real estate agents with an effective means of communication to enable them to share their knowledge and experience.

Downing says the IEASA will now be responsible for the formation of an SA chapter of FIABCI and its administration.

Other associations in the building industry or individuals wishing to join the organisation would, in the case of estate agents, have to be members of the IEASA, or, in the case of other professions, members of their professional association.

"We are proud to be associated with an organisation which has as its members many of the foremost property and related companies in the world, representing the widest range of disciplines — from construction, engineering and development companies to architects, valuers, town planners, lawyers and brokers."

FIABCI world president Alan Hood of Britain and Blumberg will attend the IEASA annual convention at Sun City in August.

Hood has also expressed interest in meeting cabinet ministers and others involved in the housing industry.





Rush job . . . bricklayers Rufus Malaje and his teammates rush to complete the building of a house at a site in Lenasia so that they can collect their meagre wages. Picture: Ken Oosterbroek

## Low-paid workers sacrifice quality for speed

By Bronwyn Wilkinson and Zingisa Mkhuma

Building workers on a low-cost housing development in Lenasia, south of Johannesburg, claim they earn as little as R7,50 to R45 for a completed house — and they admit they compromise quality for speed in the rush to collect their meagre wage.

Each house takes about two days to complete, they say.

Sophie Jantjies, who cleaned plaster and swept up after the bricklayers, said she earned R7,50 a completed house.

STAN 13/2/92  
Christinah Moshoeshoe from Pietersburg, said she shovelled cement and sand from six houses for nine hours a day for only R10.

Three labourers said they were paid R10 a day whether a house was completed or not. Other labourers who mixed and shovelled cement said they earned R25 a house.

Bricklayers each earned R45 a completed house.

"We rush to finish six houses a fortnight," said bricklayer Rufus Malaje from KwaNdebele.

The builders agreed that speed was more im-

portant to them than quality.

Bricklayer Harry Fontein said: "It takes us about four days to complete the walls of a house, and we get R40 at the end. But even if it takes seven days to complete we would still get the same amount."

A sub-contractor on the site showed The Star a contract for brickwork on four houses. He was paid an average of R600 a house.

The sub-contractor (who cannot be named because he is still contracted to the main developers) said he divided

the money among six bricklayers and seven labourers. The bricklayers were paid R45 each and labourers R25.

Spokesman for the developers Stocks and Stocks housing division, Mike Fullard, said his company managed some of the sub-contractors and recommended wages. He said that labourers were paid an incentive above the average salary.

Commenting on the claim that quality was being compromised for speed, Mr Fullard said the quality of the houses was "good", adding that

Stocks and Stocks were contracted to the Government for the development and that the houses were needed urgently.

The houses were produced at R18 000 each.

He said he believed the brick work (about 5 000 bricks a house) could be done in a day.

"Then the bricklayer's wage breaks down to about R5,30 an hour, which is fair," he said.

Africa Builders Association marketing director Morgan Leshabane said the builders were being paid the standard amount for erecting walls.

Inland Revenue is putting into effect 1990 Income Tax Act amendments that make employers deduct Paye tax from payments to close corporations (CC) defined as "labour brokers."

Application forms for exemption will be available from May 1 and Paye must be deducted from July 1.

The amendments, explains John Hanssen of the office of the Commissioner for Inland Revenue, were intended to create uniform tax treatment in the labour broking business and will prevent CCs being used as a means of evading or postponing tax.

If a member of the CC provides a personal service to a client, the CC will now be regarded as a labour broker.

Tax has been evaded, for example, when specialist employees, such as engineering draftsmen, came to SA to perform work on an expatriate basis and left after their contracts expired. As the law stood, the ultimate employer/client was not required to deduct Paye from fees paid to the CC. So the CC assumed the contract to provide personal services, passing on payment to the member who frequently evaded the tax simply through non-disclosure.

The interposition of the CC also allowed tax payments to be postponed because it had to pay only provisional tax, not monthly Paye tax.

The definition of labour broker in the amendments to the Act corresponds with the definition found in labour legislation. It is so broad a definition that — unqualified — it

## ECONOMY &amp; FINANCE

FM 14/2/92

would catch in the net even independent practitioners of a profession or trade, if carried on through the mechanism of a CC.

To remedy this problem, Revenue has provided for an exemption procedure.

The requirements are that the labour broker must:

- Carry on an independent trade;
- Be registered as a provisional taxpayer;
- Be registered as an employer for Paye purposes under the Act; and
- Have submitted all tax returns up to date — in other words, have a clean record.

CCs falling within the definition of labour brokers, which have grounds for exemption, should begin to plan their application as advised by Deloitte Pim Goldby's *Tax News*. But Hanssen asks that applications for exemption should not be submitted to Revenue offices before May 1. ■

## LLOYD'S OF LONDON

### Taken to task

Lloyd's has set up groups to work on the radical overhaul, as recommended by a task force last month, of the insurance market. It has even bowed to criticism which followed its initial rejection of the task force's plan to streamline the Lloyd's governing body and create a separate regulating watchdog. That is now on the agenda.

The working groups have until June to decide on proposals the task force wants in place by the beginning of next year.

The task force's mandate was to look at the next five to seven years. For Lloyd's to hold its position, assuming 5% inflation and 3% growth in the main economies, will require a 50% increase in capacity to £15bn by

1997, says the report.

To this end, the main proposals were:

- Limiting losses. All names will have to pay 0,25% of their overall premium limit into a stop-loss fund. This will put a cap on losses over a four-year period, equal to 100% of annual gross premiums. Anything over that will be met by the fund but, should it run out of money, losses will revert to the name — *in extremis* unlimited liability is thus retained. The stop-loss fund levy will be imposed on top of the existing 0,5% contribution to the £500m Lloyd's central reserve fund and the 0,6% for market expenses;
- Spreading funds and therefore risk among a greater number of syndicates;
- Names should be entitled to regular meetings, full information about how their money is being managed and the right to veto major underwriting deals;

*continue*

## ECONOMY & FINANCE

FM 14/2/92

- Reduce costs by 30%. These have been pushed up by the proliferation of syndicates and agencies. Costs to members in syndicates which wrote £100m a year were only 4% of gross premiums. At £10m a year, this went up to 10%; and ~~20%~~ ~~30%~~ ~~40%~~ ~~50%~~ ~~60%~~ ~~70%~~ ~~80%~~ ~~90%~~ ~~100%~~ 33
- Corporate membership. To reach £15bn capacity by 1997 will require at least 5 000 new names — and the fallout from the bad years may yet take a further toll. Allowing corporate membership is a long-term objective and the task force envisages that, in return for their limited liability, corporate members will put up more capital reserves than sole trading names. ■

## SA builders' institute seeks chartered status

33  
B/D ay 19/2/92  
Business Day Reporter

PROFESSIONAL builders in Australia enjoy a higher status than those in SA, says SA Institute of Building (SAIB) vice-president Mark Massyn.

He says this became apparent during the recent visit to Cape Town of a former president of the Australian Institute of Building, Alec Rigby.

The Australian institute, established about 40 years ago, has "chartered status".

"This means the builder is recognised as a fully fledged professional on a similar footing to an engineer, an architect or a quantity surveyor," says Massyn.

He had found his discussions with Rigby enlightening because the Australian institute had achieved for its members the status that the SAIB had been campaigning for for several years.

"As most of the building industry knows, the SAIB is still trying to get some form of professional recognition for those with training and experience, so that they can call themselves professional or qualified builders."

Australian institute members not only qualified automatically for certain government positions but had a fee scale accepted throughout government circles. This acceptance influenced the private sector view of professional builders throughout the country.

Selected members of the Australian institute also qualified for professional indemnity insurance.

"They can, once accepted as professionals, indemnify completed projects for insurance purposes, provided they have inspected the projects regularly throughout the construction period. Here, again, the SAIB is working to bring about a similar situation," says Massyn.

"If and when it is fully achieved, the buyer of a professionally checked and indemnified building will have complete peace of mind as he will be automatically insured against defects due to negligence or in materials which might crop up within the first five years of the building being completed."

Massyn said the insurance system had apparently worked so well in Australia that it should now be accepted in SA.

"The employer or the buyer would, under the system we have proposed, use the SAIB member to help him achieve the indemnity required," said Massyn.

**2. KLOUSULE 3: WOORDOMSKRYWING**

(1) Vervang die omskrywing van "ambagsman" deur die volgende:

" 'ambagsman' iemand wat as sodanig geregistreer is in gevolge klousule 9 van Hoofstuk I van hierdie Ooreenkoms en wat geskoolde werk soos omskryf, mag verrig: Met dien verstande dat daar van 'n geregistreerde ambagsman wat na 1 April 1989 die bevoegdheidstoets, soos deur die Raad verlang, by 'n goedgekeurde inrigting afgelê en daarin geslaag het, verwag kan word om sodanige geskoolde werk te verrig volgens die standaarde van die Produksieprestasiestandaarde, soos van tyd tot tyd deur die Nasionale Opleidingsraad vir die Bounywerheid voorgeskryf: Voorts met dien verstande dat daar van 'n geregistreerde ambagsman wat voor 1 April 1989 geregistreer was en wat nie geskoolde werk volgens die standaarde van die Produksieprestasiestandaarde kan verrig nie, verwag kan word om op die werkgewer se onkoste opleiding by die Bounywerheidsopleidingsentrum te Belhar vir 'n tydperk van twee weke te ondergaan, na welke tydperk hy in die bevoegdheidstoets in die Produksieprestasiestandaarde moet slaag: Voorts met dien verstande dat die twee vorige bepalings onderworpe is aan 'n proeftydperk van een jaar na die inwerkingtreding van hierdie Wysigingsooreenkoms en daarna hersien moet word;".

(2) Vervang die eerste paragraaf van die omskrywing van "geskoolde werk" deur die volgende:

" 'geskoolde werk', met inbegrip van die bepalings van die omskrywing van 'ambagsman' soos in hierdie klousule vervat, werk van 'n geskoolde aard wat gewoonlik en gebruiklikerwyse uitgevoer word deur 'n persoon wat ingevolge die Wet op Mannekragoopleiding, 1981, 'n kontrak van vakleerlingskap uitgedien of 'n opleidingstydperk deurloop het in enige van die ambagte ingevolge die Wet aangewys, met inbegrip van die werk van 'n matlêer, plafon- en/of afskortingsoprigter, vloerteër, waterdigter, dakwerker of kwekelingbouwerker of bouwerker klas 4, 3 of 2, soos omskryf, en omvat dit daarbenewens, sonder om die gewone betekenis van die uitdrukking "geskoolde werk" enigerwyse te beperk, die volgende werksaamhede".

**3. KLOUSULE 8: PROEFKWEKELINGBOUWERKERS EN KWEKELINGBOUWERKERS**

Voeg die volgende bepaling by subklousule (1):

"Voorts met dien verstande dat 'n werkgewer wat nie Produksieprestasiestandaardeopleiding op die terrein vir geregistreerde kwekelingbouwerkers in sy diens wil verskaf nie, en wat sodanige kwekeling in staat stel om Produksieprestasiestandaardeopleiding deur 'n geakkrediteerde inrigting te ontvang, nie by die Nasionale Opleidingsraad vir die Bounywerheid geakkrediteer hoef te wees nie."

**4. KLOUSULE 14: REGISTERS WAT DEUR WERKGEWERS GEHOU MOET WORD**

Vervang subklousule (2) deur die volgende:

"(2) Benewens die besonderhede in subklousule (1) bedoel, moet elke werkgewer 'n register hou, wat gereedlik beskikbaar is vir inspeksie te eniger tyd, van die Nywerheidsraadnommer (andersins bekend as die Vakansiefonds- of Pensioenfondsnummer) van elke

**2. CLAUSE 3: DEFINITIONS** (33)

(1) Substitute the following for the definition of "artisan":

" 'artisan' means any person who is registered as such in terms of clause 9 of Chapter 1 of this Agreement and who is permitted to perform skilled work as defined: Provided that a registered artisan who has completed and passed the competency test, as required by the Council, at an approved institution after 1 April 1989 may be expected to perform such skilled work in accordance with the standards of the Production Performance Criteria, as laid down from time to time by the National Training Board for the Building Industry: Provided further that a registered artisan who was registered prior to 1 April 1989 and who is unable to perform skilled work in accordance with the standards of the Production Performance Criteria may be expected to undergo training at the Building Industries Training Centre at Belhar for a period of two weeks at the expense of the employer, after which time he must pass the competency test in the Production Performance Criteria: Provided further that the two former provisions shall be subject to a trial period of one year after the coming into effect to this Amending Agreement and thereafter be reviewed;".

(2) Substitute the following for the first paragraph of the definition of "Skilled work":

" 'skilled work' includes the provisions of the definition of 'artisan' as contained in this clause, and means work of a skilled nature which is normally and customarily performed by a person who has served a contract of apprenticeship or a period of training in terms of the Manpower Training Act, 1981, in any of the trades designated in terms of the Act, including the work of a carpet layer, ceiling and/or partition erector, floor layer, waterproofer, roofer, or trainee tradesman or tradesman, Class 4, 3, or 2, as defined, and furthermore, without in any way limiting the ordinary meaning of the expression "skilled work" includes the following activities;".

**3. CLAUSE 8: PROBATIONARY TRAINEE TRADESMEN AND TRAINEE TRADESMEN**

Add the following proviso to subclause (1):

"Provided further that an employer who does not wish to provide on-side Production Performance Criteria training for registered trainee tradesmen in his employ, and who enables such trainees to receive Production Performance Criteria training through an accredited institution need not be accredited with the National Training Board for the Building Industry."

**4. CLAUSE 14: RECORDS TO BE KEPT BY EMPLOYERS**

Substitute the following for subclause (2):

"(2) In addition to the particulars referred to in subclause (1), every employer shall keep a record, readily available for inspection at any time, of the Industrial Council number (otherwise known as the Holiday Fund or Pension Fund number) of every employee employed

werknemer in sy diens. Die Nywerheidsraadnommer van elke werknemer is die nommer in die Raad se registers waarteenoor so 'n werknemer gekrediteer word met bydraes tot die Vakansiefonds, Mediese Hulpfonds of Pensioenfonds en dit is die nommer wat in die werknemer se bydraeboek verskyn."

**5. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE**

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

"(iii) vir 21 aaneenlopende dae, wat begin tussen 17:00 op 13 Desember 1991 en 17:00 op 20 Desember 1991 en wat eindig tussen 06h30 op 6 Januarie 1992 en 06:30 op 13 Januarie 1992;"

**6. KLOUSULE 16: MINIMUM BASIESE LONE**

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

"Kategorie werknemer"	Minimum loon per uur Sent
(a) Algemene werkers .....	438
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer, R5 per week ekstra betaal moet word.	
(b) Skoonmakers .....	315
(c) Bouwerkers klas 4, proefkwekelingbouwerkers, kwekelingbouwerkers klas 4 en die volgende kategorieë werknemers geregistreer kragtens die bepalings van die Vorige Ooreenkoms: Leerlinge in die eerste leerjaar, plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers, kwekelingmasjienbedieners gedurende die eerste jaar as kwekelinge, vakleerlinge in die eerste leerjaar en kwekelingmatpassers en kwekelingvloerlêers wat kwekelingkontrakte uitdien....	458
(d) Leerlinge in die tweede leerjaar geregistreer kragtens die bepalings van die Vorige Ooreenkoms....	468
(e) Bouwerkers klas 3, kwekelingbouwerkers klas 3 en die volgende kategorieë werknemers geregistreer kragtens die bepalings van die Vorige Ooreenkoms: Leerlinge in die derde leerjaar, waterdigtingspanleiers, skrynwerkmonteurs, kwekelingmasjienbedieners, gedurende die tweede jaar as kwekelinge, kwekelingbloklêers gedurende die kwekelingjaar en vakleerlinge in die tweede leerjaar.....	553
(f) Bouwerkers klas 2, kwekelingbouwerkers klas 2 en die volgende kategorieë werknemers geregistreer kragtens die bepalings van die Vorige Ooreenkoms: Leerlinge in die vierde leerjaar, ambagsmanne se assistente, bloklêers, matpassers, assistentvloerlêers, masjienbedieners en vakleerlinge in die derde leerjaar .....	744
(g) Drywers/Masjineriebedieners:	
(i) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 10-lisensie (6 500 kg en meer) of 'n Kode 11-lisensie (voorhaker en sleepwa).....	605
(ii) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 9-lisensie (3 000 kg tot 6 500 kg) .....	521
(iii) Drywers van alle ander motorvoertuie (Kode 8-lisensie) en bedieners van 'n hyser of drywers van stortwaens) .....	455

by him. The Industrial Council number of every employee is the number in the Council's records against which Holiday Fund, Medical Aid Fund or Pension Fund contributions are credited to such employee and is the number reflected in the employee's contribution book."

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**5. CLAUSE 15: ANNUAL LEAVE AND PUBLIC HOLIDAYS**

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

"(iii) for 21 consecutive days commencing between 17:00 on 13 December 1991 and 17:00 on 20 December 1991 and ending between 06:30 on 6 January 1992 and 06:30 on 13 January 1992;"

**6. CLAUSE 16: MINIMUM BASIC WAGES**

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

"Category of employee"	Minimum wage per hour Cents
(a) General workers.....	438
Provided that any employee who is engaged in unskilled work and who in addition to his ordinary work performs the duties of a watchman shall be paid R5 per week extra.	
(b) Cleaners.....	315
(c) Tradesmen, Class 4, probationary trainee tradesmen, trainee tradesmen, Class 4, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the first year of learnership, ceiling and partition workers, waterproofing workers, manufacturing workers, trainee machine operators during first year of traineeship, apprentices in the first year of apprenticeship and trainee carpet fitters and trainee floor layers serving under contract of traineeship .....	458
(d) Learners in the second year of learnership registered under the provisions of the Former Agreement .....	468
(e) Tradesmen, Class 3, trainee tradesmen, Class 3, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the third year of learnership, waterproofing team leaders, joinery assemblers, trainee machine operators during second year of traineeship, trainee blocklayers during year of traineeship and apprentices in the second year of apprenticeship.....	553
(f) Tradesmen, Class 2, trainee tradesmen, Class 2, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the fourth year of learnership, artisans' assistants, blocklayers, carpet fitters, assistant floor layers, machine operators and apprentices in the third year of apprenticeship .....	744
(g) Drivers/Plant operators:	
(i) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 10 licence (6 500 kg and over) or a Code 11 licence (horse and trailer) .....	605
(ii) Driver of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 9 licence (3 000 kg to 6 500 kg) .....	521
(iii) Drivers of all other motor vehicles (Code 8 licence) and operators of a hoist or drivers of dumpers .....	455

"Kategorie werknemer"	Minimum loon per uur Sent
(h) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matlêers, plafon- en/of afskortingsoprigter, ruitwerkers, dakwerkers, vloerlêers, waterdigters, motor- en masjienwerktuigkundiges en passers en draaiers .....	985
(ii) Vakmanne (met inbegrip van meestervakmanne soos bedoel in die Vorige Ooreenkoms).....	1 104
(i) Werknemers wat persele patroleer en eiendom bewaak.....	R205,09 per week"

**7. KLOUSULE 20: GEREEDSKAPFONDS**

In subklousule (1) (g), vervang die uitdrukking "10c" deur die uitdrukking "16c".

**8. KLOUSULE 23: GURE WEER, SKULING TEEN NAT WEER EN WASGERIEWE**

Vervang subklousule (1) deur die volgende:

"(1) Ingesluit in die besoldiging wat ingevolge die Ooreenkoms betaalbaar is, is daar 'n toelae wat geag word 'n gureweertoelae te wees."

**9. KLOUSULE 28: VAKANSIEFONDS EN VERLOFBETALING**

In subklousule (1), vervang die bestaande tabel deur die volgende:

"Klas werknemer"	Per week
	R
Werknemers vir wie lone voorgeskryf word by—	
(i) klousule 16 (1) (b).....	10,80
(ii) klousule 16 (1) (a), (c) en (d).....	15,20
(iii) klousule 16 (1) (i) en (g) (iii).....	16,80
(iv) klousule 16 (1) (e) en (g) (ii).....	18,80
(v) klousule 16 (1) (g) (i).....	22,80
(vi) klousule 16 (1) (f).....	24,40
(vii) klousule 16 (1) (h) (i).....	35,00
(viii) klousule 16 (1) (h) (ii).....	38,80"

**10. KLOUSULE 29: PENSIEN- OF SOORTGELYKE FONDS**

In subklousule (1) (a), vervang die bestaande tabel deur die volgende:

"Klas werknemer"	Per week
	R
Werknemers vir wie lone voorgeskryf word by—	
(i) klousule (16) (1) (b).....	22,80
(ii) klousule (16) (1) (a), (c) en (d).....	31,60
(iii) klousule (16) (1) (g) (iii) en (i).....	35,20
(iv) klousule (16) (1) (e) en (g) (ii).....	39,20
(v) klousule (16) (1) (g) (i).....	47,20
(vi) klousule (16) (1) (f).....	50,40
(vii) klousule (16) (1) (h) (i).....	64,80
(viii) klousule (16) (1) (h) (ii).....	72,80"

**11. KLOUSULE 31: SIEKEFONDS VIR DIE BOUNYWERHEID**

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

"Klas werknemer"	Per week
	R
Werknemers vir wie lone voorgeskryf word by—	
(i) klousule (16) (1) (a), (b), (c) en (d).....	1,90
(ii) klousule (16) (1) (g), (iii) en (i).....	2,00
(iii) klousule (16) (1) (e) en (g) (ii).....	2,20
(iv) klousule (16) (1) (f) en (g) (iii).....	2,40
(v) klousule (16) (1) (h) (i).....	6,40
(vi) klousule (16) (1) (h) (ii).....	6,80"

"Category of employee" (33)	Minimum wage per hour Cents
(h) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, glaziers, roofers, floor layers, waterproofers, motor and plant mechanics and fitters and turners .....	985
(ii) Craftsmen (including master craftsmen per the Former Agreement) .....	1 104
(i) Employees engaged in patrolling premises and guarding property .....	R205,09 per week"

**7. CLAUSE 20: TOOL FUND**

In subclause (1) (g), substitute the expression "16c" for the expression "10c".

**8. CLAUSE 23: INCLEMENT WEATHER, SHELTER AND ABLUTION FACILITIES**

Substitute the following for subclause (1):

"(1) Included in the remuneration payable in terms of the Agreement shall be an allowance deemed to be an inclement weather allowance."

**9. CLAUSE 28: HOLIDAY FUND AND LEAVE PAY**

In subclause (1), substitute the following for the existing table:

"Class of employee"	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (b).....	10,80
(ii) clause 16 (1) (a), (c) and (d).....	15,20
(iii) clause 16 (1) (i) and (g) (iii).....	16,80
(iv) clause 16 (1) (e) and (g) (ii).....	18,80
(v) clause 16 (1) (g) (i).....	22,80
(vi) clause 16 (1) (f).....	24,40
(vii) clause 16 (1) (h) (i).....	35,00
(viii) clause 16 (1) (h) (ii).....	38,80"

**10. CLAUSE 29: PENSION OR LIKE FUND**

In subclause (1) (a), substitute the following for the existing table:

"Class of employee"	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause (16) (1) (b).....	22,80
(ii) clause (16) (1) (a), (c) and (d).....	31,60
(iii) clause (16) (1) (g) (iii) and (i).....	35,20
(iv) clause (16) (1) (e) and (g) (ii).....	39,20
(v) clause (16) (1) (g) (i).....	47,20
(vi) clause (16) (1) (f).....	50,40
(vii) clause (16) (1) (h) (i).....	64,80
(viii) clause (16) (1) (h) (ii).....	72,80"

**11. CLAUSE 31: SICK PAY FUND FOR THE BUILDING INDUSTRY**

In subclause (2) (a), substitute the following for the existing table:

"Class of employee"	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause (16) (1) (a), (b), (c) and (d).....	1,90
(ii) clause (16) (1) (g), (iii) and (i).....	2,00
(iii) clause (16) (1) (e) and (g) (ii).....	2,20
(iv) clause (16) (1) (f) and (g) (iii).....	2,40
(v) clause (16) (1) (h) (i).....	6,40
(vi) clause (16) (1) (h) (ii).....	6,80"

**12. KLOUSULE 32: VAKVERENIGINGSLEDEGELD**

Vervang die eerste paragraaf van subklousule (1) deur die volgende:

"(1) Elke werkgewer moet 'n bedrag van R1,73 as vakverenigingledegeld betaalbaar, aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van enige van die vakverenigings wat 'n party by die Ooreenkoms is, en vir wie lone by klousule 16 (1) (h) voorgeskryf word, en elke werkgewer moet voordat hy 'n werknemer in diens neem vir wie lone by klousule 16 (1) (a) tot (g) en (i) voorgeskryf word, van sodanige werknemer vereis om 'n geldende bydraeboek voor te lê, en indien sodanige boek bewys bevat dat die betrokke werknemer lid is van enige van die vakverenigings wat 'n party by hierdie Ooreenkoms is, moet sodanige werkgewer 90 sent as vakverenigingledegeld betaalbaar, aftrek van die besoldiging wat elke week aan sodanige werknemer verskuldig is in die geval van 'n werknemer vir wie lone by klousule 16 (1) (a), (b) en (c) voorgeskryf word, en R1,00 per week in die geval van 'n werknemer vir wie lone by klousule 16 (1) (d) tot (g) en (i) voorgeskryf word:"

**13. KLOUSULE 33: SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS**

In subklousule (1), vervang die uitdrukking "30c" deur die uitdrukking "65c".

**14. KLOUSULE 34: NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID**

In subklousule (2), skrap paragrawe (a) en (b) en vervang die eerste paragraaf deur die volgende:

"(2) Elke werkgewer moet ten opsigte van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, tot die Nasionale Fonds 'n bedrag bydra van 45c per week ten opsigte van 'n werknemer wat—".

15. Vervang klousule 40 deur die volgende:

**40. ALGEMEEN**

"(1) Niks in hierdie Ooreenkoms vervat, moet so vertolk word nie dat dit 'n werkgewer of werknemer onthef van die bepalings van enige ander wet of proklamasies, of enige verordeninge of regulasies wat daarkragtens opgestel is.

(2) By alle monetêre waardes in hierdie Ooreenkoms genoem, is Belasting op Toegevoegde Waarde uitgesluit."

Geteken te Kaapstad op hede die 27ste dag van Januarie 1992.

**H. McCARTHY,**  
Voorsitter.

**L. P. DAGNIN,**  
Ondervoorsitter.

**J. J. KITSHOFF,**  
Sekretaris.

(21 Februarie 1992)

**DEPARTEMENT VAN NASIONALE  
GESONDHEID EN BEVOLKINGS-  
ONTWIKKELING**

No. R. 543

21 Februarie 1992

REGULASIES BETREFFENDE DIE TOELAES BETAALBAAR AAN LEDE VAN DIE RAAD EN VAN KOMITEES INGEVOLGE DIE BEPALINGS VAN DIE WET OP MAATSKAPLIKE WERK, 1978: WYSIGING

Die Minister van Nasionale Gesondheid vaardig hierby kragtens artikel 28 van die Wet op Maatskaplike Werk, 1978 (Wet 110 van 1978), op aanbeveling van die Suid-Afrikaanse Raad vir Maatskaplike Werk, die regulasies in die Bylae hiervan uiteengesit, uit.

**12. CLAUSE 32: TRADE UNION SUBSCRIPTIONS**

Substitute the following for the first paragraph of subclause (1):

"(1) Every employer shall deduct an amount of <sup>(33)</sup> R1,73 for trade union subscriptions payable from the remuneration due every week to each of his employees who is a member of any of the trade unions which is a party to the Agreement and for whom wages are prescribed in clause 16 (1) (h) and every employer shall, before engaging any employee for whom wages are prescribed in clause 16 (1) (a) to (g) and (i) demand from such employee the production of a current contribution book, and should such book contain proof that the employee concerned is a member of any of the trade unions which is a party to this Agreement, then such employer shall deduct 90 cents for trade union subscriptions payable from the remuneration due every week to such employee in the case of an employee for whom wages are prescribed in clause 16 (1) (a), (b) and (c) and R1,00 per week in the case of an employee for whom wages are prescribed in clause 16 (1) (d) to (g) and (i):".

**13. CLAUSE 33: SPECIAL MEMBERSHIP LEVY—EMPLOYERS**

In subclause (1), substitute the expression "65c" for the expression "30c".

**14. CLAUSE 34: NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY**

In subclause (2), delete paragraphs (a) and (b) and substitute the following for the first paragraph:

"(2) Every employer shall contribute to the National Fund in respect of each of his employees for whom wages are prescribed in this Agreement an amount of 45c per week in respect of an employee who—".

15. Substitute the following for clause 40:

**40. GENERAL**

"(1) Nothing in this Agreement contained shall be construed as absolving any employer or employee from the provisions of any other enactments or proclamations, or any by-laws or regulations framed thereunder.

(2) All monetary values quoted in this Agreement are exclusive of Value Added Tax."

Signed at Cape Town this 27th day of January 1992.

**H. McCARTHY,**  
Chairman.

**L. P. DAGNIN,**  
Vice-Chairman.

**J. J. KITSHOFF,**  
Secretary.

(21 February 1992)

**DEPARTMENT OF NATIONAL  
HEALTH AND POPULATION  
DEVELOPMENT**

No. R. 543

21 February 1992

REGULATIONS REGARDING ALLOWANCES PAYABLE TO MEMBERS OF THE COUNCIL AND OF COMMITTEES IN TERMS OF THE PROVISIONS OF THE SOCIAL WORK ACT, 1978: AMENDMENT

The Minister of National Health hereby, in terms of section 28 of the Social Work Act, 1978 (Act 110 of 1978), on the recommendation of the South African Council for Social Work, makes the regulations set out in the Schedule hereto.



# Property

# Firm to run courses for small builders

Sowetan

27/2/92

33

**THE new Marketing Builders Services Ltd is to embark on training courses for small black builders, especially young matriculants, to economically empower them and create jobs.**

The courses, to start in Isando on March 1, will also create services for small builders and related contractors, manufacturers, suppliers, builders and organisations in the property market.

## Geared

The company's managing director, Mr Ken Dlamini, said yesterday they were geared to creating jobs for small builders, including the unemployed.

He invited most students who have failed or obtained a school leaving certificate in matric, to be trained as builders so that they could get jobs as the country's unemployment rate continues to soar at an alarming proportion.

## Poor

Unofficial sources put the unemployment figure at more than 6 million while official data estimated it at just over one million. The call for young drop-

out students to become builders comes in the wake of the poor black matric results announced by the Department of Education and Training in January.

An estimated 293 000 pupils wrote matric last year and 39,4 percent of them passed either by obtaining exemption or a school leaving certificate.

After the results were announced, economists and businessmen forecast a bleak future for job opportunities, especially in the wake of the downturn in the economy and lack of foreign investment as a result of violence and sanctions.

Dlamini said the pupils applying for the courses should have studied and passed mathematics at school. Applicants can telephone him at (011) 315 1873/4 or 315 1894 or write to MBS PO Box 1781, Midrand, 1685.

He said they were concerned about the plight of black builders who often did not get work opportunities at a time when there was a crucial need for homes in South Africa.

"We want to create stable communities in South Africa through the provision of employment and homes in a manner that will enhance the dignity of the

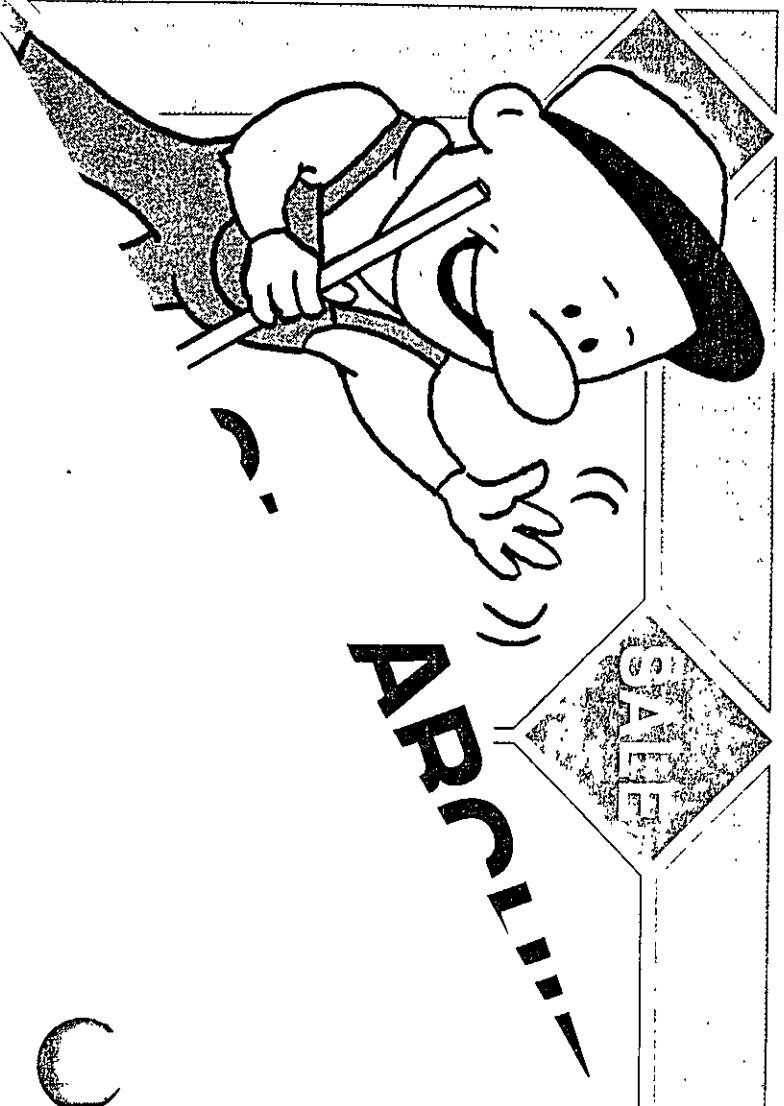
individual and meet the aspirations of the community as a whole," he said. The trainees would take courses in home improvement, including using ma-

terials like timber to build double-storey homes which would create more space by letting out extra rooms on top. They would also be ex-

pected to upgrade house in terms of painting, re-roofing over the existing rooms and painting in most metropolitan areas.

"We want to collectively join a pool of skills and resources that will be available to the members and others outside the group who may need such skills and resources.

"We also want to obtain building contracts for members and individuals and allocate them on a fair and reasonable basis considering skills," he said.



# Building (33) wages <sup>CT 12/3/92</sup> knocked

PRETORIA. — The weighted average indices of actual wage rates in the building industry for the quarter ended November 1991 compared with the quarter ended August 1991 showed an increase of 5,6% for artisans and 1,5% for other workers, it was announced yesterday.

The Central Statistical Service (CSS), in a news release issued in Pretoria, said compared with the quarter ended November 1990 increases of 10,9% and 7% occurred respectively.

"The weighted average index of actual labour cost for the quarter ended November 1991 is 190,4 for artisans. It is 6% higher than for the quarter ended November 1990," the CSS said.

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**DEPARTEMENT VAN MANNEKRAG****No. R. 863****20 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, NATAL: VERLENGING VAN HOOFDOORENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 2620 van 30 November 1984, R. 1444 van 28 Junie 1985, R. 187 van 31 Januarie 1986, R. 520 van 21 Maart 1986, R. 742 en R. 743 van 18 April 1986, R. 1169 van 13 Junie 1986, R. 1523 en R. 1524 van 18 Julie 1986, R. 1204 van 24 Junie 1988, R. 2333 en R. 2334 van 18 November 1988, R. 2111 van 29 September 1989, R. 391 van 23 Februarie 1990, R. 137 van 25 Januarie 1991, R. 1080 van 17 Mei 1991 en R. 2855 van 29 November 1991, met 'n verdere tydperk wat op 31 Julie 1992 eindig.

**D. VAN DER WALT,**

Direkteur: Arbeidsverhoudinge.

**No. R. 880****20 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****BOU- EN KLIPMESSSELNYWERHEID, (TRANSVAAL): OORENKOMS VIR ONGESKOOLDE WERKNEMERS**

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 wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1992 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1.1.1 (i), 2, 11, 12.9, 18 en 19 van Hoofstuk I met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

**G. M. E. CARELSE,**

Adjunkminister van Mannekrag.

197—B

**DEPARTMENT OF MANPOWER****No. R. 863****20 March 1992****LABOUR RELATIONS ACT, 1956****FURNITURE MANUFACTURING INDUSTRY, NATAL: EXTENSION OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 2620 of 30 November 1984, R. 1444 of 28 June 1985, R. 187 of 31 January 1986, R. 520 of 21 March 1986, R. 742 and R. 743 of 18 April 1986, R. 1169 of 13 June 1986, R. 1523 and R. 1524 of 18 July 1986, R. 1204 of 24 June 1988, R. 2333 and R. 2334 of 18 November 1988, R. 2111 of 29 September 1989, R. 391 of 23 February 1990, R. 37 of 25 January 1991, R. 1080 of 17 May 1991 and R. 2855 of 29 November 1991, by a further period ending 31 July 1992.

**D. VAN DER WALT,**

Director: Labour Relations.

**No. R. 880****20 March 1992****LABOUR RELATIONS ACT, 1956****BUILDING AND MASONRY INDUSTRIES (TRANSVAAL): AGREEMENT FOR UNSKILLED EMPLOYEES**

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 October 1992, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1.1.1 (i), 2, 11, 12.9, 18 and 19 of Chapter I, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 October 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

**BYLAE****NYWERHEIDSRAAD VIR DIE BOUNYWERHEID  
(TRANSSVAAL)****OOREENKOMS**

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

**Master Builders' Association (Witwatersrand and Transvaal South)**

**Building Industries Association (Transvaal North)**

**Master Masons' and Quarry Owners' Association (South Africa)**

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

**Amalgamated Union of Building Trade Workers of South Africa**

**Construction and Allied Workers' Union**

**Building Industries Workers' Union**

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

**HOOFSTUK I****1. GEBIED EN TOEPASSINGSBESTEK VAN  
OOREENKOMS**

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

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

(ii) (a) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd die gedeelte wat buite 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val); die gebied binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd die gedeelte van die Swart Gebied uitvalgrond JQ 4341 wat binne genoemde straal val); die gebiede binne 'n straal van 16,09 km vanaf die Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostdistrik Kempton Park (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor Pretoria, val en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrostdistrik Pretoria geval het);

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

1.2. Ondanks klousule 1.1 is hierdie Ooreenkoms—

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

1.2.2 van toepassing op voormanne en algemene voormanne;

1.2.3 nie van toepassing op klerke en administratiewe personeel nie;

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

**SCHEDULE****INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY  
(TRANSSVAAL)****AGREEMENT**

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

**Master Builders' Association (Witwatersrand and Transvaal South)**

**Building Industries Association (Transvaal North)**

**Master Masons' and Quarry Owners' Association (South Africa)**

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

**Amalgamated Union of Building Trade Workers of South Africa**

**Construction and Allied Workers' Union**

**Building Industries Workers' Union**

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

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

**CHAPTER I****1. AREA AND SCOPE OF APPLICATION OF  
AGREEMENT**

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

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

(ii) (a) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria); the area within a radius of 48,28 km of the General Post Office, Krugersdorp; the area within a radius of 32,18 km of the General Post Office, Vereeniging; the area within a radius of 32,18 km of the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km of the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria, and which, prior to the publication of Government Notice No. 551 of 29 March 1956, fell within the Magisterial District of Pretoria);

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

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

1.2.1 apply only to those classes of employees for whom wages are prescribed in this Agreement;

1.2.2 apply to foremen and general foremen;

1.2.3 not apply to clerical employees and administrative staff;

1.2.4 not apply to persons who are engaged in the installation or wiring of lighting, heating or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings when such work is undertaken by an employer falling under the jurisdiction of another Industrial Council;

1.2.5 nie van toepassing nie op universiteitstudente of technikonstudente en gegradueerdes in die bouwetenskap en konstruksietoehouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

1.2.6 nie van toepassing nie op die Yster-, Staal-, Ingenieurs- en Metallurgiese nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika;

1.2.7 onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bounywerheid en die Meubelnywerheid;

1.2.8 nie van toepassing nie op werknemers wat in die Bounywerheid betrokke is by die oprigting van individuele behuising van minder as 50 vierkante meter. Hierdie subklousule is egter nie van toepassing op massa-behuisingskontrakte nie.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum van die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk eindigende 31 Oktober 1992 of vir die tydperk wat hy bepaal.

## 3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“hulpambag,” 'n ambag wat in enige ander nywerheid as geskoold beskryf word;

“Gebied A” die landdrostdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan, Johannesburg (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 1383 van 11 September 1964 binne die landdrostdistrik Roodepoort geval het maar buitekant 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp), Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrostdistrik Pretoria geval het, maar buitekant 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria), Krugersdorp, 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd die gedeelte van die landdrostdistrik Brits wat binne genoemde straal van 32,18 km val en uitgesonderd die gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne hierdie straal val), en binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging, Randburg, Randfontein, Roodepoort, Springs en Wonderboom (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val);

“Gebied B” die landdrostdistrikte Delmas, Heidelberg, Nigel, binne 'n straal van 16,09 km vanaf die Hoofposkantoor, Potchefstroom en Klerksdorp, alle ander gebiede wat binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val, uitgesonderd die gebiede wat reeds in die omskrywing van Gebied A omvat is;

“Gebied C” die landdrostdistrikte Balfour en Bethal (met inbegrip van die gedeelte van die landdrostdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostdistrik Bethal geval het), en binne 'n straal van 16,09 km vanaf onderskeidelik die Hoofposkantoor Middelburg (Transvaal) en die Hoofposkantoor Witbank;

“ambagsman” 'n werknemer wat in 'n nie-aangewese ambag in diens is en wat sy ingeskrewe leertydperk as vakleerling ingevolge die Wet op Mannekragopleiding, 1981, suksesvol voltooi het;

“blok” 'n bouwerkeenheid waarvan die afmetings groter is as 300 mm × 100 mm × 75 mm;

1.2.5 not apply to university or technikon students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

1.2.6 not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;

1.2.7 be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and the Furniture Industry;

1.2.8 not apply to employees engaged in the Building Industry on individual housing of less than 50 square metres. However, this subclause shall not apply to mass housing contracts.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for a period ending 31 October 1992 or for such period as may be determined by him.

## 3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in the Act, and any reference to an Act shall include any amendment of such Act; further unless inconsistent with the context—

“Act” means the Labour Relations Act, 1956;

“ancillary trade,” means any trade defined as skilled in any other industry;

“Area A” means the Magisterial Districts of Alberton, Benoni, Germiston, Boksburg, Brakpan, Johannesburg (excluding any portion which, prior to the publication of Government Notice 1383 of 11 September 1964, fell within the Magisterial District of Roodepoort but outside a radius of 48,28 km of the General Post Office, Krugersdorp), Kempton Park (excluding any portion which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 32,18 km of the General Post Office, Pretoria), Krugersdorp, 32,18 km of the General Post Office, Pretoria (excluding that portion of the Magisterial District of Brits falling within the said radius of 32,18 km and excluding that portion of the Black Area Uitvalgrond JQ 4341 falling within this radius) and within the radius of 32,18 km of the General Post Office, Vereeniging, Randburg, Randfontein, Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria);

“Area B” means the Magisterial Districts of Delmas, Heidelberg, Nigel, within a radius of 16,09 km of the General Post Office, Potchefstroom and Klerksdorp, all other areas falling within the radius of 48,28 km of the General Post Office, Krugersdorp, excluding those areas already embraced in the definition of Area A;

“Area C” means the Magisterial Districts of Balfour and Bethal (including that portion of the Magisterial District of Hoëveldrif which, prior to 1 March 1979, fell within the Magisterial district of Bethal), and within a radius of 16,09 km of the General Post Office, Middelburg (Transvaal) and Witbank, respectively;

"Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderafdelings daarvan:

*Asfaltwerk*, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of niegeglasuurde oppervlakke, of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of a ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

*messelwerk*, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïkwerk, voorwerk met leiklip, met marmer en met komposiemateriaal, riolaanlegwerk, leiklipwerk, pandekking en sementkalkfaatwerk aan erdepypriole;

*lakpoeleerwerk*, wat poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiesstof insluit;

*beglasing*, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

*skrynwerk*, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie, en wat ook rakkaste, kombuiskeuse of ander kombuistoehore insluit wat as 'n permanente deel van die gebou aangebring word;

*ruit-in-loodwerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

*klipmesselwerk*, wat die volgende insluit: Klipkapwerk, klipverwerking en klipbouwerk, asook die sny-, poleer- en profielsnywerk met klipwerkmasjinerie, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk doen of nie;

*metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame en metaaltrappe en boumetaalwerk die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

*verfwerk*, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuur van mure en houtwerk die opvul van barste in mure en die aanbring van stopverf in houtwerk;

"artisan" means an employee employed in a non-designated trade and who has successfully completed indenture-ship as an apprentice in terms of the Manpower Training Act, 1981; (33)

"block" means any building work unit with dimensions in excess of 300 mm × 100 mm × 75 mm;

"Building Industry", means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the side of the building or structure or elsewhere, and shall include all work executed or carried out by persons in the said industry who are engaged in the following trades or subdivisions thereof;

*Asphalting*, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;

*bricklaying*, which includes concreting and the fixing of concrete blocks, slabs of plates, tiling of walls and floors, jointing of brick work, pointing, paving mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains;

*french polishing*, which includes polishing with a brush or pad and spraying with any composition;

*glazing*, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto;

*joinery*, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, and shall include cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;

*lead-light making*, which includes the manufacture and/or fixing of lead and/or other metals lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

*masonry*, which includes quarrying, processing and fixing of stone, and shall include the cutting, polishing and profiling by means of stoneworking machinery, whether or not the fixing was done by the person making or preparing the article used;

*metal work*, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*painting*, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttying of woodwork;

*plastering*, which includes, modeling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo, and composition floorlaying, composition wall covering and polishing, operating a Mall and Biax or

*pleisterwerk*, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortseis, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terrasso en komposisievloerwerk, komposisiesmuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, meerdoelige sny- en afwerkmasjinerie, voorafgegiete of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaikwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

*loodgieterswerk*, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre-en huisingenieurswerk, rioolaanlegwerk, kalfaatswerk, ventileerwerk, verwarmingswerk, die aanlé van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, ventersafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

*staalwapening en/of staalkonstruksie*, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, dwarslêers, staalbalke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

*houtwerk*, wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjinerie, draaiwerk, houtsnywerk, die bedekking van alle soorte dakke, die aanbring van klank- en akoestiek materiaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, meerdoelige sny, afwerk- en poleermasjinerie, bekisting en/of die voorbereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, dit uitgesluit moet word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"kleedkamer" 'n geskikte afdak, kamer of soortgelyke bevredigende akkommodasie met 'n minimum skoonvloer-ruimte van sewe vierkante meter, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoongehou word en wat stewig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se klere te verskaf; en so 'n kleedkamer mag vir geen ander doel gebruik word nie as om daarin te verkleed en om die werknemers se klere veilig daarin te bewaar;

"skoonmaker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Persele, deure, vensters, toerusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels skoonmaak en/of was, met inbegrip van vloere, meubels of voertuie poleer, matte borsel, oortollige afvalmateriaal verwyder, persele gelykmaak en ander skoonmaakaktiwiteite wat met die voorafgaande gepaard gaan;

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal), geregistreer ingevolge artikel 19 van die Wet;

"bydraes" enige bydraes wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal; en "heffings" het dieselfde betekenis;

similar type of portable spiner, flexible cutting and finishing machinery, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*plumbing*, which includes bracing and welding, lead burning, gas fitting sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*shop, office and bank fittings*, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

*steel reinforcing and/or steel construction*, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any form which form part of a building or structure;

*woodworking*, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, the cladding of all types of roofs, fixing of sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machinery, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"change-room" means any suitable shed, room or similar satisfactory accommodation with a minimum clear floor space of seven square metres, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, kept clean and which can be securely locked to provide a suitable place for the safe keeping of employees' clothing; and such change-room shall not be used for any other purpose than for the changing of clothing and the safe keeping of employees' clothing;

"cleaner" means an employee engaged on any one or more of the following activities:

Cleaning and/or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles including polishing floors, furniture or vehicles, brushing carpets, removing excess waste material, levelling of premises and other cleaning activities incidental to the foregoing;

"Council" means the Industrial Council for the Building Industry (Transvaal) registered in terms of section 19 of the Act;

"contributions" means any payment which the employer or employee is liable to pay to the Council in terms of this Agreement, and "levies" shall have the same meaning;

"craftsman" means an employee employed in a designated trade who is permitted to perform the work as defined in clause 3, Chapter 2, who has successfully completed all prescribed courses for a particular trade at a practical institutional training centre and the on-site period of training as prescribed, and who has worked for at least two years in the industry in the particular trade after having successfully completed his practical institutional training and on-site training;



"vakman" 'n werknemer wat in 'n aangewese ambag in diens is en wat as sodanig werk soos omskryf in klousule 3 van Hoofstuk 2, mag verrig, wat alle voorgeskrewe kurusse vir 'n bepaalde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het en wat minstens twee jaar in die bepaalde ambag in die Nywerheid gewerk het nadat hy sy praktiese institusionele opleiding en indiensopleiding suksesvol voltooi het;

"dag" die tydperk van 24 uur van middernag tot middernag;

"voorman" 'n werknemer, wat een of meer van die volgende werksaamhede verrig:

(a) hoofsaaklik in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan verrig;

(b) werk aan ander werknemers onder sy beheer en toesig uitdeel;

(c) dissipline handhaaf;

(d) regstreeks aan 'n algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"algemene voorman" 'n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou en wie se pligte een of meer van die volgende werksaamhede insluit:

(a) Toesighouding;

(b) hantering van 'n kontrak of kontrakte;

(c) handhawing van dissipline;

(d) verantwoordelikheid aan die werkgewer vir doeltreffendheid en produksie op die terrein(e);

(e) wat ook geskoolde werk kan verrig, hetsy in die hoedanigheid van instrukteur of andersins;

"algemene werker" 'n werknemer wat enige taak of werksaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van "geskoolde werknemer" en "half-geskoolde werknemer", maar met inbegrip van toesighouding oor ander algemene werkers;

"Vakansiefondsboek" die amptelike bydraekaart wat die Raad aan elke werknemer in die Nywerheid uitreik;

"slegs-arbeid"-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 4 van Hoofstuk 1 neergelê, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

"slegs-arbeid"-kontraakteur" iemand wat 'slegs-arbeid'-kontrakwerk onderneem;

"kwekelingwerknemer (gespesifiseerde ambag)" 'n werknemer wat as sodanig by die Raad geregistreer is, wat in diens is ooreenkomstig 'n dienskontrak en wat geskoolde werk kan verrig in engeen van die gespesifiseerde ambagte omskryf in klousule 1 van Hoofstuk 2 waarvoor hy as sodanig geregistreer is, en wat nie vir 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, kwalifiseer nie;

"heffings" enige betaling wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal; en

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 8 van Hoofstuk 1 voorgeskryf word;

"day" means the period of 24 hours from midnight;

"foreman" means an employee engaged in any one or more of the following activities:

(a) being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;

(b) giving out work to other employees under his control and supervision;

(c) maintaining discipline;

(d) being directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on the site(s);

"general foreman" means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties encompass any one or more of the following activities:

(a) Supervision;

(b) taking charge of a contract or contracts;

(c) maintaining discipline;

(d) being responsible to the employer for efficiency and production on the site(s);

(e) performing skilled work, whether in an instructional capacity or otherwise;

"general worker" means an employee engaged on any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definition of "skilled employee" and "semi-skilled employee", but including supervising other general workers;

"Holiday Fund book" means the official contribution card issued by the Council to each employee in the Industry;

"labour-only" contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 4 of Chapter I and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

"labour-only" contractor" means a person undertaking 'labour-only' contracting;

"levies" means any payment which the employer or employee is liable to pay to the Council in terms of this Agreement; and "contributions" shall have the same meaning;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of Chapter I;

"person/s" include/s—

(a) a company which is a body corporate in its own right or registered as such under any Act; or

(b) any body of persons whether a body corporate or not;

"piece-work" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

"Secretary" means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;

33



"persoon/persone" ook—

(a) 'n maatskappy wat op sigself 'n regs persoon is of kragtens enige wet as sodanig geregistreer is; of

(b) enige liggaam van persone, hetsy 'n regs persoon al dan nie;

"stukwerk" 'n werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;

"Sekretaris" die Sekretaris van die Raad, en omvat dit 'n beampte wat deur die Raad benoem word om namens die Sekretaris op te tree;

"halfgeskoolde werknemer" 'n werknemer (gespesifiseerde ambag), vakleerling, kwekelingvakman en kwekelingambagsman;

"geskoolde werknemer" 'n algemene voorman, voorman, vakman, ambagsman en 'n werknemer wat 'n hulpambag verrig;

"geskoolde werk" enige werk in die Bou- en Dimensionele-klipnywerheid wat verrig kan word deur 'n werknemer soos omskryf by "geskoolde werknemer" en "halfgeskoolde werknemer";

"werknemer (gespesifiseerde ambag)" 'n werknemer wat in 'n gespesifiseerde ambag in diens is en wat werk soos omskryf in klousule 1 van Hoofstuk 2 mag verrig, en wat die voorgeskrewe kursusse vir die gespesifiseerde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidings tydperk suksesvol voltooi het;

"bouwerk" ook mure, grens-, tuin- en keermure, die vooriening van klip vir bedekking, vloere, monumente en aanvullingsitem;

"geskikte slaapplek" 'n waterdigte onderdak wat stewig toegesluit kan word, met 'n geskikte vloer en die nodige geskikte wasgeriewe, voubeddens, matrasse en aparte toiletgeriewe;

"tydelike algemene werker" 'n algemene werker gedurende die eerste vier agtereenvolgende weke van sy diens by dieselfde werkgewer;

"kwekelingambagsman" 'n werknemer wat as sodanig by die Raad geregistreer is en by sy werkgewer in diens is ooreenkomstig 'n dienskontrak, wat geskoolde werk ten opsigte van nie-aangewese ambagte, soos omskryf in klousule 2 van Hoofstuk 2, kan verrig en wat nie ingevolge die bepaling daarvan vir 'n vakleerlingskap kwalifiseer nie;

"kwekelingvakman" 'n werknemer wat as sodanig by die Raad geregistreer is en by sy werkgewer in diens is ooreenkomstig 'n dienskontrak en wat geskoolde werk ten opsigte van die aangewese ambagte, soos omskryf in klousule 3 van Hoofstuk 2, kan verrig, met die doel om 'n meester vakman te word;

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 van Hoofstuk 1 aan die werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 8 van Hoofstuk 1 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 van Hoofstuk 1 voorgeskryf word, dit sodanige hoër bedrag beteken; (vir die toepassing van hierdie omskrywing beteken "gereeld" twee agtereenvolgende betalings);

"natweerskuiling" 'n skuiling wat van weerbestande materiaal gebou is en wel op so 'n manier dat die okkupeerders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

"werkweek" van Maandag tot Vrydag.

(Sien ook Hoofstukke 2, 3 en 4 vir verdere omskrywings.)

#### 4. LONE

4.1 *Algemeen:* Geen lone wat laer is as dié hieronder genoem, gelees met die res van die bepaling van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie.

"semi-skilled employee" means any specified skills employee, apprentice, trainee craftsman and trainee artisan;

"skilled employee" means any general foreman, foreman, craftsman, artisan and any employee engaged in an ancillary trade;

"skilled work" means any work in the Building and Dimensional Stone Industries which may be performed by an employee as defined under "skilled employee" and "semi-skilled employee";

"specified skills employee" means an employee employed in a specific skills trade who is permitted to perform work as defined in clause 1 of Chapter 2, and who has successfully completed the prescribed courses in the specified skills at a practical institutional training centre and the on-site period of training as prescribed;

"structure" includes walls, boundary, garden and retaining walls, supplying of stone for cladding, floors, monuments and complementary items;

"suitable sleeping accommodation" means a waterproof shelter, capable of being securely locked, with a suitable floor and the necessary suitable washing facilities, stretchers, mattress and separate lavatory accommodation;

"temporary general worker" means a general worker during the first four consecutive weeks of his employment by the same employer;

"trainee artisan" means an employee registered as such with the council and employed by his employer under a contract of service who is permitted to perform skilled work in respect of the non-designated trades as defined in clause 2 of Chapter 2, and who does not qualify for an apprenticeship in terms thereof;

"trainee craftsman" means an employee registered as such with the Council and employed by his employer under a contract of service who is permitted to perform skilled work in respect of the designated trades as defined in clause 3 of Chapter 2, with a view to becoming a craftsman;

"trainee specified skills employee" means an employee registered as such with the Council who is employed under a contract of service and who is permitted to perform skilled work in any one of the specified skills as defined in clause 1 of Chapter 2 for which he is so registered and who does not qualify for an apprenticeship in terms of the Manpower Training Act, 1981;

"wage" means that portion of the remuneration payable to an employee in terms of clause 4 of Chapter 1 in respect of the ordinary hours laid down in clause 8 of Chapter 1: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of Chapter 1, it means such higher amount; (for the purposes of this definition, "regularly" means two subsequent payments);

"wet weather shelter" means a shelter constructed of weather-proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;

"working week" means from Monday to Friday.

(See also Chapters 2, 3 and 4 definitions.)

#### 4. PRESCRIBED WAGES

4.1 *General:* No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

4.1.1

**BYLAE**

Klas werknemer	Per uur		
	Gebied A	Gebied B	Gebied C
	R	R	R
Vervaardigingswerker (massavervaardiging) .....	2,85	2,00	1,57
Algemene werker (nie op konstruksie) .....	2,66	1,86	1,46
Algemene werker (op konstruksie) .....	3,80	2,66	2,09
Dimensioneleklipnywerheid			
Algemene werker .....	3,80	2,66	2,09
Graad 1-werknemer .....	4,15	2,91	2,28
Graad 2-werknemer .....	4,51	3,16	2,48
Graad 3-werknemer .....	4,86	3,40	2,67
Graad 4-werknemer .....	5,22	3,65	2,87

4.1.2 Die volgende bedrae moet by die werklike loon gevoeg word wat elke werknemer op 27 September 1991 ontvang het: Met dien verstande voorts dat die minimum gewaarborgde loon nie van toepassing is nie op groot kontrakteurs wat loonoreenkomste met vakverenigings wat partye by die Raad is, aangegaan het voor die implementering van hierdie Ooreenkoms en die ondergenoemde algemene verhogings kan aangepas word deur enige verhogings wat na 27 September 1991 aan werknemers toegestaan is, af te trek: Met dien verstande dat die resultaat aldus bereik, minstens die tarief voorgeskryf by klousule 4.1.1 moet wees vir elke klas werknemer:

Gebied A: R0,40 per uur.

Gebied B: R0,30 per uur.

Gebied C: R0,25 per uur.

4.2 *Opskorting van diens van werknemers:* 'n Werkgewer moet behoudens klousule 8.3 'n werknemer wie se diens hy tydelik opgeskort het, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat so 'n werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige tydperk van opskorting gewerk het: Met dien verstande dat hierdie subklousule nie van toepassing is nie op werknemers wie se diens opgeskort is as gevolg van gure weerstoestande of in gevalle waar die voortgang van werk onderbreek is deur 'n natuurkrag of oormag, brand, burgerlike onluste, staking, vyandelikhede, onwettige saamspan van werksmense, terrorisme, ontploffing en/of soortgelyke noodtoestand.

4.3 *Behoud van besoldiging:* Niks in hierdie Ooreenkoms moet die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgewer verrig.

4.4 *Differensiële lone:* 'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoër loon besoldig word: Met dien verstande dat wanneer 'n werknemer drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal moet word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

4.5 *Tydlike algemene werker*

4.5.1 Die loon van 'n tydelike algemene werker is 10 per sent minder as die loon van die onderskeie klasse algemene werkers in klousule 4.1.1 bedoel.

4.1.1

**SCHEDULE**

33

Category of employee	Per hour		
	Area A	Area B	Area C
	R	R	R
Manufacturing worker (mass manufacturing) .....	2,85	2,00	1,57
General worker (not on construction) .....	2,66	1,86	1,46
General worker (on construction) .....	3,80	2,66	2,09
Masonry stone industry			
General worker .....	3,80	2,66	2,09
Grade 1 employee .....	4,15	2,91	2,28
Grade 2 employee .....	4,51	3,16	2,48
Grade 3 employee .....	4,86	3,40	2,67
Grade 4 employee .....	5,22	3,65	2,87

4.1.2 The following amounts shall be added to the actual wage every employee received on 27 September 1991: Provided that the minimum guaranteed wage shall not apply to major contractors who had entered into wage agreements with trade unions who are parties to the Council prior to the implementation of this Agreement and the undermentioned across the board increases may be adjusted by deducting any increases granted to employees after 27 September 1991: Provided further that the result so reached shall not be less than the rate prescribed in clause 4.1.1 for each category of employee;

Area A: R0,40 per hour.

Area B: R0,30 per hour.

Area C: R0,25 per hour.

4.2 *Suspension of employees:* Subject to the provisions of clause 8.3 an employer shall pay to any of his employees whom he has temporarily suspended from work an amount equivalent to the wages and allowances which any such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this subclause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, hostilities, illegal combination of workmen, terrorism, explosion and/or similar emergency.

4.3 *Protection of remuneration:* Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who on the said date is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement, shall continue to receive such higher remuneration whilst employed by the same employer on the same class of work.

4.4 *Differential rates:* An employee who on the same day performs two or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate for all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work.

4.5 *Temporary general worker*

4.5.1 The wage of a temporary general worker shall be 10 per cent less than the wage of the various categories of general worker referred to in clause 4.1.1.

4.5.2 Geen werkgewer mag op enige stadium meer as 20 persent van sy totale arbeidsmag as tydelike algemene werkers in diens hê nie.

4.5.3 'n Werkgewer mag nie 'n tydelike algemene werker binne 'n tydperk van minstens vier weke na beëindiging van diens weer in diens neem nie.

4.6 Indien 'n werkgewer nie aan die bepalings van klousule 4.5 voldoen nie, is hy verantwoordelik vir die betaling van lone en bydraes soos by hierdie Ooreenkoms voorgeskryf, asof die bepalings van klousule 4.5 nie van toepassing is nie.

### 5. STUKWERK

Die uitbesteding van werk deur werkgewers of die uitvoering van werk deur werknemers op 'n stukwerkgrondslag of 'n ander betaalstelsel vir arbeid waar die besoldiging van 'n werknemer gedeeltelik of in die geheel bereken word op die hoeveelheid of omvang van die werk wat verrig word, word toegelaat: Met dien verstande dat 'n werknemer wat op bogenoemde grondslag besoldig word nie minder betaal moet word nie as waarop hy geregtig sou gewees het indien hy as 'n uurliks besoldigde werknemer gewerk het.

### 6. BETALING VAN LONE, TOELAES EN OORTYD

6.1 *Algemeen:* Lone, verdienste vir oortyd, toelaes ingevolge hierdie Ooreenkoms en alle ander vergoeding wat verskuldig is aan 'n werknemer moet weekliks in kontant of, volgens ooreenkoms tussen die werkgewer en werknemer, per tjek of direk in die werknemer se bank- of bougenootskaprekening betaal word. Afhangende van 'n reëling tussen die werkgewer en die werknemer kan betaling twee-weekliks of maandeliks geskied op voorwaarde dat die werkgewer die Raad se toestemming verkry voordat hy sy werknemers anders as op 'n weeklikse grondslag betaal.

6.2 *Wagtyd:* By beëindiging van diens, moet 'n werkgewer so 'n werknemer alle lone, toelaes en ander besoldiging betaal tot tyd en wyl sodanige betaling gedoen word, ten opsigte van elke werkuur of gedeelte daarvan, vanaf die tydstip waarop diens beëindig word totdat betaling gedoen word, en dié betaling moet nie later gedoen word nie as twee werkdæ na diensbeëindiging:

Met dien verstande dat—

- (i) daar vir wagtyd van hoogstens 16 uur betaal word;
- (ii) daar nie vir wagtyd, benewens betaling in plaas van kennisgewing ingevolge klousule 10 van Hoofstuk 1, betaal word nie;
- (iii) 'n werknemer wat sy diens beëindig sonder om die vereiste kennis te gee en uit te dien, nie op betaling vir wagtyd geregtig is nie;
- (iv) 'n werknemer wat nie op kennisgewing ingevolge klousule 10 van Hoofstuk 1 geregtig is nie, slegs op wagtyd geregtig is as hy nie binne 16 werkuure vanaf dit tydstip waarop diens beëindig is, betaal word nie.

Vir die toepassing van hierdie subklousule word uitbetaling per geregistreerde pos geag behoorlike betaling te wees. Die betaaldatum word geag dieselfde te wees as die datum waarop die brief gepos is.

6.3 *Besonderhede van betaling:* Elke werkgewer moet op die ooreenkome betaaldag aan die werknemer 'n staat uitreik wat in besonderhede aandui hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is, die netto besoldiging wat in die koevert is, die waarde van die bydraes wat deur die werkgewer by die Raad inbetaal is en die kumulatiewe aantal bydraes wat tot en met die laaste datum van die tydperk ten opsigte waarvan betaling gemaak word, betaal is.

4.5.2 No employer may at any stage employ more than 20 per cent of his total workforce as temporary general workers.

4.5.3 An employer may not re-employ a temporary general worker within a period of at least four weeks after termination of service.

4.6 If an employer fails to comply with the provisions of clause 4.5, he shall be responsible for the payment of wages and contributions as prescribed by this Agreement as if the provisions of clause 4.5 were not applicable.

### 5. PIECE-WORK

The giving out by employers or the performance by employees of work on a piece-work basis, or any system of payment of labour by which earnings of an employee are based or calculated partly or wholly upon quantity or measurement of the work performed, is allowed: Provided that any employee remunerated on the above basis shall not be paid less than he would have been entitled to had he worked as an hourly paid employee.

### 6. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

6.1 *General:* Wages, earnings for overtime, allowances in terms of this Agreement and all other remuneration due to an employee shall be paid weekly in cash or, by agreement between employer and employee, by cheque or directly into the employee's bank or building society account. Depending upon an arrangement between the employee and the employer, payment may be made fortnightly or monthly on condition, however, that the employer must obtain the permission of the Council before paying his employees other than on a weekly basis.

6.2 *Waiting time:* Upon termination of employment an employer shall pay such employee all wages, allowances and other remuneration up to the time such payment is made, in respect of every working hour or part thereof, from the time of termination of employment until the time of final payment. Payment shall be made not later than two working days after termination of employment.

Provided that—

- (i) waiting time shall not be paid for more than 16 hours;
- (ii) waiting time shall not be payable in addition to payment in lieu of notice in terms of clause 10 of Chapter 1;
- (iii) an employee who terminates his employment without having given and served the required notice shall not be entitled to payment for waiting time;
- (iv) an employee who is not entitled to notice in terms of clause 10 of Chapter 1 shall only be entitled to waiting time if he is not paid within 16 working hours from the time of termination of employment.

For the purposes of this subclause, disbursement by registered post shall be deemed to constitute due payment. The date of payment shall be deemed to be the same as the date on which the letter was posted.

6.3 *Particulars of payment:* Every employer shall, on the agreed date of payment, issue the employee with a statement stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, the net remuneration contained in the envelope, the value of the contributions which the employer has paid to the Council and the cumulative number of contributions paid up to and including the last date in respect of which payment is made.

6.4 *Overtime:* For the purpose of this Agreement all time worked in excess of the number of ordinary hours of work prescribed in clause 8 hereof shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per

6.4 *Oortyd*: Vir die toepassing van hierdie Ooreenkoms moet alle tyd wat langer gewerk word as die getal gewone werkure wat in klousule 8 hiervan voorgeskryf word, geag word oortyd te wees: Met dien verstande dat 'n werknemer vir oortyd teen oortydтарыewe betaal moet word slegs nadat 40 uur per week teen sy gewone loonskaal voltooi is, behalwe waar 'n werknemer gedurende 'n week waarin oortyd gewerk is by 'n werkgewer in diens getree het en hy om dié rede nie in staat was om 40 uur per week te voltooi nie.

6.4.1 Ondanks bogenoemde bepaling moet 'n openbare vakansiedag wat binne 'n werkweek val, beskou word as tyd wat gewerk is vir die doel om oortyd soos hierbo te bereken.

6.4.2 'n Werknemer van wie vereis word om te werk buite die gewone ure voorgeskryf in klousule 8 hiervan, moet soos volg betaal word:

(a) Een en 'n vyfde maal sy werklike loonskaal vir alle oortyd wat van Maandae tot Vrydae gewerk word tot en met vyf uur;

(b) een en 'n half maal sy werklike loonskaal vir alle oortyd wat langer as vyf uur van Maandae tot Saterdag gewerk word tot en met 13 uur per week;

(c) teen twee maal die skaal van die werknemer se werklike loon vir alle oortyd wat langer gewerk word as dié voorgeskryf by paragrawe (a) en (b) en op Sondag, Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Werkersdag, Republiekdag, Krugersdag, Kersdag en die verloftydperk soos voorgeskryf by klousule 9.3.

6.4.3 Die gewone werkure plus alle oortyd gewerk moet nie 53 uur per kalenderweek oorskry nie: Met dien verstande dat die totale getal ure in geval van noodwerk oorskry kan word.

6.5 *Afwesigheid—openbare vakansiedae*: 'n Werknemer wat afwesig is van sy werk sonder sy werkgewer se toestemming en/of as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon, op die werkdag onmiddellik voor of na 'n openbare vakansiedag met besoldiging van klousule 9 bedoel, is nie op betaling vir sodanige openbare vakansiedag/dae geregtig nie.

6.6.1 *Aanmelding van niebetaling*: 'n Werknemer wat ingevolge hierdie Ooreenkoms of enige ander ooreenkoms van hierdie Raad in aanmerking kom vir die betaling deur sy werkgewer van lone en/of bydraes aan die Raad namens homself ingevolge die bepalings van die verskillende fondse, en wat nie ingevolge die bepalings van hierdie Ooreenkoms betaal is nie, moet sodanige niebetaling van lone of bydraes ingevolge klousule 2 van Hoofstuk 5, by die Raad aanmeld binne 'n tydperk van 10 weke vanaf die datum van sodanige versuim om te betaal.

'n Werknemer wat versuim om enige niebetaling aan te meld soos voorgeskryf, verbeur enige regte van verhaal tensy wanvoorstelling deur die werkgewer gegee, bewys word.

6.6.2 Waar die werknemer die niebetaling binne die tydperk voorgeskryf in klousule 6.6.1 aangemeld het, is hy geregtig op betaling deur die Raad uit die waarborg wat gehou word ten opsigte van die werkgewer wat versuim het om sodanige betaling te maak, maar slegs sover as wat die geld beskikbaar is ingevolge sodanige waarborg.

6.7 *Skofwerk*: 'n Werkgewer kan sy werknemers skofte laat werk, mits daar in wese aan klousules 6 en 8 voldoen is.

## 7. VERBODE DIENS

7.1 Behoudens klousule 7.1 van die Raad se Ooreenkoms gepubliseer in *Staatskoerant* 10720 van 24 April 1987, soos van tyd tot tyd gewysig, mag geen werkgewer toelaat dat 'n werknemer werk verrig, en geen werknemer mag werk verrig, waarvoor hy hom ingevolge klousule 7 van genoemde Ooreenkoms moet registreer, tensy sodanige werknemer in die toepaslike klas geregistreer is.

7.2 Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat 'n persoon verbied om 'n werksaamheid te verrig, geag 'n werkgewer van sodanige persoon vry te stel van die betaling van die voorgeskryfde lone en toelaes wat hy sou moes betaal het en van die nakoming van die voorwaardes wat hy sou moet nagekom het indien die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied

week at his ordinary rate of wage, except where an employee started working for an employer during a week in which overtime was worked and for that reason was not able to complete 40 hours per week.

6.4.1 Notwithstanding the above provision, any public holiday falling within any working week shall be deemed to be time worked for the purpose of calculating overtime as above.

6.4.2 Any employee who is required to work any time outside the ordinary hours prescribed in clause 8 hereof, shall be paid as follows:

(a) One and a fifth times his actual rate of wage for all overtime worked from Mondays to Fridays up to and including five hours;

(b) one and a half times his actual rate of wage for all overtime worked in excess of five hours from Mondays to Saturdays up to and including 13 hours per week;

(c) at double the rate of the employee's actual wage for all overtime worked in excess of that provided for in paragraphs (a) and (b) and on Sundays, New Year's Day, Good Friday, Family Day, Ascension Day, Workers' Day, Republic Day, Kruger Day, Christmas Day and the holiday period as prescribed in clause 9.3.

6.4.3 The ordinary hours of work plus all overtime worked shall not exceed 53 hours per calendar week: Provided that the total number of hours may be exceeded in the event of emergency work.

6.5 *Absenteeism—public holidays*: An employee who absents himself without his employer's permission and/or due to illness without being able to produce a medical certificate, on the working day immediately before or after a paid public holiday, referred to in clause 9, shall not be entitled to payment for such public holiday/days.

6.6.1 *Reporting of non-payment*: An employee who qualifies in terms of this Agreement or any other agreement of this Council for payment by his employer of wages and/or contributions to the Council on his behalf in terms of the various funds, and who was not paid in terms of the provisions of this Agreement, shall report such non-payment of wages or contributions in terms of clause 2 of Chapter 5 to the Council within a period of 10 weeks from the date of such failure to pay.

An employee who has failed to report any non-payment as prescribed, shall forfeit any rights of recovery unless misrepresentation by the employer has been proved.

6.6.2 Where the employee has reported the non-payment within the period as prescribed in clause 6.6.1, he shall be entitled to payment by the Council from the guarantee held by it in respect of the employer who has failed to make such payment, and then only to the extent of moneys available in terms of such guarantee.

6.7 *Shiftwork*: An employer shall be permitted to employ his employees on shift-work: Provided, however, that the provisions of clauses 6 and 8 have in essence been complied with.

## 7. PROHIBITED EMPLOYMENT

7.1 Subject to the provisions of clause 7.1 of the Agreement of the Council published in *Government Gazette* 10720 dated 24 April 1987, as amended from time to time, no employer shall permit an employee to perform and no employee shall perform any work for which he is required to register in terms of clause 7 of the said Agreement unless such employee is registered in the proper category.

7.2 Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits a person to perform an operation shall be deemed to relieve the employer of such a person from paying the prescribed wages and allowances of an artisan which he would have had to pay and observing the conditions which he would have had to observe had the performance of the particular operations by the person con-

was nie, en die werkgewer bly aanspreeklik om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

7.3 'n Werknemer wat by die Raad geregistreer is of wat kwalifiseer om by die Raad geregistreer te word in 'n hoër gekwalifiseerde klas, moet binne 10 werkdag na indiensneming as 'n algemene werker bewys aan sy werkgewer lewer van sodanige hoër kwalifikasie, by gebreke waarvan die werknemer geag word in algemene werker te wees.

#### 8. WERKURE

8.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is 40 uur in enige week, bereken teen hoogstens agt uur per dag van Maandag tot Vrydag.

8.2 Geen werknemer mag toegelaat word nie om langer as vyf uur op enige dag te werk sonder 'n pouse van minstens 30 minute.

8.3 *Korttyd*: Elke werkgewer wat as gevolg van onvolgende werk van 'n werknemer vereis om korttyd te werk, moet die Raad van sodanige besluit in kennis stel na ooreenkoms met sy werknemer om korttyd te werk.

#### 9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

9.1 Die volgende dae word in die Nywerheid as betaalde openbare vakansiedae beskou wanneer sodanige vakansiedae op 'n werkdag val:

Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartdag, Republiekdag, Krugerdag en Kersdag.

9.2 'n Werknemer wat 48 weke in 'n jaar gewerk het en vir wie bydraes vir vakansiegeld betaal is, is op verlof van 20 ten voile betaalde werkdag per jaar geregtig.

9.3 Die verloftydperk is vier kalenderweke agtereenvolgende werkdag wat 'n aanvang neem op die Vrydag onmiddellik voor 16 Desember, of sodanige dag as wat die Raad bepaal, dog nie later as 16 Desember nie.

9.4 Geen werkgewer mag van 'n werknemer vereis om gedurende die verloftydperk voorgeskryf by klousule 9.3 werk in die Nywerheid te verrig nie, en geen werknemer mag gedurende hierdie tyd werk verrig sonder dat goedkeuring van die Raad verkry is nie.

9.5 Ondanks die bepalings van klousule 9.4 kan 'n werkgewer en sy werknemers ooreenkoms om 'n maksimum tydperk van twee weke gedurende die jaarlikse verloftydperk te werk teen gewone skaal plus bydraes:

Met dien verstande dat geen werk verrig mag word gedurende die weke waarin Kersdag en Nuwejaarsdag val nie.

#### 10. DIENSBEÏNDIGING

10.1 Wanneer 'n werkgewer of 'n werknemer voornemens is om 'n dienskontrak te beëindig—

10.1.1 gedurende die eerste 65 werkdag diens, word geen kennisgewingstermyn vir die beëindiging van diens vereis nie;

10.1.2 na die eerste 65 werkdag diens, tot en met 24 maande diens, moet hy aan die ander party vyf werkdag kennis gee van die beëindiging van sodanige dienskontrak;

10.1.3 na 24 maande diens, tot en met 60 maande diens, moet hy die ander party 10 werkdag kennis gee van die beëindiging van sodanige dienskontrak;

10.1.4 na 60 maande diens, moet hy die ander party 20 werkdag kennis gee van die beëindiging van sodanige dienskontrak.

10.2 Ondanks bogenoemde bepalings kan die partye 'n skriftelike kontrak aangaan wat voorsiening maak vir 'n langer kennisgewingstermyn as die termyn wat hierbo bepaal is.

10.3 Kennisgewing van diensbeëindiging moet skriftelik gegee word.

cerned not been prohibited, and the employer shall remain liable to pay such remuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited.

7.3 An employee who is registered or who would qualify for registration with the Council in a higher qualified category shall, within 10 working days of engagement as a general worker, produce proof to his employer of such higher qualification, failing which the employee shall be deemed to be a general worker.

#### 8. HOURS OF WORK 33

8.1 The ordinary hours of work which shall be observed by all employers and employees shall be 40 hours in any one week, calculated at not more than eight hours per day from Mondays to Fridays.

8.2 No employee shall be allowed to work for longer than five hours in any one day without an interval of at least 30 minutes.

8.3 *Short time*: Every employer who, owing to insufficient work, requires an employee to work short-time, shall notify the Council of such decision after agreement with his employees to work short-time.

#### 9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

9.1 The following days shall be regarded as paid public holidays in the Industry when such holidays fall on a working day:

New Year's Day, Good Friday, Family Day, Workers' Day, Ascension Day, Republic Day, Kruger Day and Christmas Day.

9.2 An employee who has worked 48 weeks in any one year and for whom holiday pay contributions have been paid shall be entitled to 20 fully paid working days' leave per annum.

9.3 The leave period shall be for four calendar weeks consecutive working days which shall commence on the Friday immediately before 16 December, or such day as the Council may determine, but not later than 16 December.

9.4 No employer shall require an employee to perform and no employee shall perform any work in the Industry during the holiday period prescribed in clause 9.3 without the permission of the Council being obtained.

9.5 Notwithstanding the provisions of clause 9.4 an employer and his employees may agree to work for a maximum period of two weeks during the annual holiday period at normal rate plus contributions:

Provided that no work shall be performed during the weeks in which Christmas Day and New Year's Day fall.

#### 10. TERMINATION OF SERVICE

10.1 Whenever an employer or an employee intends terminating a contract of employment—

10.1.1 during the first 65 working days of employment, no period of notice of termination of employment shall be required;

10.1.2 after the first 65 working days of employment, up to and including 24 months of employment, he shall give to the other party five working days' notice of termination of such contract of employment;

10.1.3 after 24 months' employment, up to and including 60 months of employment, he shall give the other party 10 working days' notice of termination of such contract of employment;

10.1.4 after 60 months of employment, he shall give the other party 20 working days' notice of termination of such contract of employment.

10.2 Notwithstanding the above provisions, the parties may enter into a written contract which provides for a period of notice which is longer than the periods stipulated above.

10.3 Notice of termination of service shall be given in writing.

10.4 Hierdie klousule mag nie die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig raak nie, en die bepalinge aangaande verbeurings en boetes wat kragtens wet van toepassing is op 'n werknemer wat dros mag ook nie daardeur geraak word nie.

10.5 'n Werkgewer moet by beëindiging van 'n dienskontrak, waar die werknemer se diens 65 werkdae oorskry, die werknemer van 'n dienssertifikaat voorsien wat die volle name van die werkgewer en die werknemer, die berpep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die werknemer se loonskaal op die datum van sodanige beëindiging, vermeld.

10.6 Beide die werkgewer en die werknemer kan in plaas van die voorgeskrewe kennisgewing die toepaslike besoldiging aan die ander party betaal.

### 11. AGENTE

11.1 Die Raad moet agente aanstel om behulpsaam te wees met die toepassing van hierdie Ooreenkoms en moet sodanige agente van 'n sertifikaat voorsien wat deur die Sekretaris of 'n gemagtigde beampte geteken is.

11.2 Voordat enige ondersoek ingevolge hierdie Ooreenkoms gedoen word, moet die agent, waar dit prakties moontlik is, die werkgewer of 'n verantwoordelike persoon in sy diens van sy voorneme in kennis stel.

11.3 Elke vir wie hierdie Ooreenkoms bindend is, moet na sy beste vermoë aan die agent hulp verleen om die agent in staat te stel om aan bogenoemde bepalinge uitvoering te gee.

### 12. REGISTRASIE VAN WERKGEWERS

12.1 Elke werkgewer in die Nywerheid wat nie geregistreer is op die datum waarop hierdie Ooreenkoms in werking tree nie, moet binne een maand vanaf sodanige datum by die Raad registreer en elke werkgewer wat na die datum van inwerkingtreding van hierdie Ooreenkoms as 'n werkgewer in die Nywerheid optree, moet binne een maand vanaf die aanvangsdatum van optrede by die Raad registreer.

12.2 Elke werkgewer van wie vereis word om by die Raad te registreer, moet die volgende besonderhede op die voorgeskrewe vorm aan die Sekretaris verstrek:

- (a) Volle naam;
- (b) naam van besigheid;
- (c) besigheidsadres;
- (d) woonadres;
- (e) die ambag of ambagte wat hy in die Nywerheid beoefen.

12.3 Waar die werkgewer sake verrig as 'n vennootskap, 'n maatskappy of 'n beslote korporasie, moet die besonderhede ingevolge klousule 12.2 hiervan onderskeidelik ten opsigte van elke vennoot, direkteur of lid verstrek word.

12.4 Elke geregistreerde werkgewer moet die Raad binne 14 dae van enige verandering in die besonderhede in klousule 12.2 bedoel skriftelik van sodanige verandering in kennis stel.

12.5 'n Geregistreerde werkgewer wat voornemens is om sy optrede as sodanig te staak, moet die Sekretaris van die Raad minstens 14 dae voor die datum waarom hy voornemens is om sy optrede te staak, skriftelik daarvan in kennis stel.

12.6 Elke werkgewer in die Nywerheid, moet gelyktydig met sy aansoek om registrasie 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is om die volgende betalings ten opsigte van sy werknemers te dek:

12.6.1 Indien die werkgewer sy werknemers op 'n weeklikse grondslag betaal, moet die waarborg twee weke se lone soos in klousule 4 van hierdie Ooreenkoms voorgeskryf en twee weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees.

10.4 The provisions of this clause shall not affect the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient and shall not affect the operation of any forfeiture or penalty which by law may be applicable in respect of an employee who deserts.

10.5 An employer shall, upon termination of a contract of employment where the employee's employment exceeded 65 working days, furnish the employee with a certificate of service giving the full names of the employer and the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the wage of the employee as at the date of such termination.

10.6 Both the employer and the employee shall have the right to pay the other party the appropriate remuneration in lieu of the prescribed notice period.

### 11. AGENTS

11.1 The Council shall appoint agents to assist in giving effect to this Agreement and shall furnish every such agent with a certificate signed by the Secretary or an authorised official.

11.2 Before carrying out any investigation in terms of this Agreement, the agent shall, where practical, inform the employer or a responsible person in the employ of the employer of his intentions.

11.3 Every person upon whom the provisions of this Agreement are binding shall assist the agent to the best of his ability to enable the agent to carry out the above provisions.

### 12. REGISTRATION OF EMPLOYERS

12.1 Every employer in the Industry who is not registered at the date of coming into operation of this Agreement shall, within one month from such date, and every employer who after the date of coming into operation of this Agreement operates as an employer in the Industry shall, within one month from such commencement of operation, register with the Council.

12.2 Every employer required to register with the Council shall provide the Secretary on the prescribed form with the following particulars:

- (a) Full name;
- (b) trading name;
- (c) business address;
- (d) residential address;
- (e) the trade or trades which he is carrying on in the Industry.

12.3 Where an employer is carrying on business as a partnership, a company, or close corporation, the information in accordance with clause 12.2 hereof shall be furnished in respect of each partner, director or member respectively.

12.4 Every registered employer shall notify the Council in writing of any change in the particulars referred to in clause 12.2 within 14 days of such change.

12.5 Any registered employer who intends to cease operating as such is required to notify the Secretary of the Council in writing at least 14 days prior to the date on which he intends such cessation.

12.6 Every employer in the Industry, shall, together with his application for registration, lodge with the Council a guarantee in a form acceptable to the Council to cover the following payments in respect of his employees:

12.6.1 Where the employer pays his employees on a weekly basis, the guarantee shall cover two weeks' wages as prescribed in clause 4 of this Agreement and two weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall be not less than R1 000.



12.6.2 Indien 'n werkgewer sy werknemers tweeweekliks betaal, moet die waarborg drie weke se lone soos in klousule 4 van hierdie Ooreenkoms voorgeskryf en drie weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van alle werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees.

12.6.3 Indien die werkgewer sy werknemers op 'n maandelike grondslag betaal, moet die waarborg vyf weke se lone soos in klousule 4 van hierdie Ooreenkoms voorgeskryf en vyf weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R2 000 moet wees.

12.7 Indien 'n werkgewer sy waarborg ingedien het en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousule 2 van Hoofstuk 5 voldoen het nie, moet sodanige waarborg verbeur word aan die algemene fondse van die Raad en sy registrasie as werkgewer gekanselleer word nadat die Raad hom daarvan verwittig het deur 'n geregistreerde brief na sy jongste bekende adres te stuur: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgewer daarom aansoek doen en sy aansoek vergesel gaan van die nodige bewys ter staving van sy eis, asook bewys dat hy ten volle voldoen het aan hierdie Ooreenkoms, soos deur die Raad vereis word, sodanige waarborg tesame met die rente wat daarop opgeloop het teen 'n koers soos van tyd tot tyd deur die Raad bepaal aan sodanige werkgewer kan terugbetaal.

12.8 Die Raad kan 'n gedeelte of die hele bedrag van 'n waarborg wat deur 'n werkgewer betaal is gebruik om 'n bedrag te betaal wat deur sodanige werkgewer aan die Raad verskuldig is ten opsigte van toelaes, bydraes of lone verskuldig aan een of meer werknemers in diens by so 'n werkgewer indien die Raad oortuig is dat sodanige toelaes, bydraes of lone aan die betrokke werknemers verskuldig en betaalbaar is.

12.9 Werkgewers mag deur hul werkgewersorganisasies 'n versekeringspolis uitneem om die dekking te verkry wat in klousule 12.6.1 hiervan beoog word.

12.10 Elke werkgewer wat ingevolge hierdie klousule by hierdie Raad geregistreer is of onderworpe is aan registrasie by hierdie Raad, moet maandeliks 'n lys met die name en adresse van al die 'slegs-arbeid'-kontraakteurs by hom in diens aan die Raad verstrek.

### 13. KENNISGEWINGBORD

Elke werkgewer moet wanneer hy bouwerk verrig wat langer as 'n maand duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon in 'n opvallende plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres van sodanige werkgewer verstrek: Met dien verstande dat waar meer as een werkgewer op die bouterrein optree, bostaande besonderhede van al die werkgewers op een gesamentlike kennisgewingbord kan verskyn.

### 14. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op elke werkterrein waar langer as ses maande gewerk word en by sy gewone besigheidsplek in 'n opvallende plek wat maklik vir al sy werknemers toeganklik is.

### 15. NATWEERSKUILING

15.1 By alle persele waar boubedrywighede aan die gang is, moet werkgewers geskikte akkommodasie verskaf—

15.1.1 om as skuiling vir werknemers gedurende nat weer te dien;

15.1.2 om as kleedkamer te dien: Met dien verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 25 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleedkamer toelaat nie.

12.6.2 Where an employer pays his employees fortnightly, the guarantee shall cover three weeks' wages as prescribed in clause 4 of this Agreement and three weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R1 000.

12.6.3 Where an employer pays his employees on a monthly basis, the guarantee shall cover five weeks' wages as prescribed in clause 4 of this Agreement and five weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall be not less than R2 000.

12.7 Where an employer has lodged a guarantee and has for a period of at least 12 consecutive calendar months not complied with the provisions of clause 2 of Chapter 5, such guarantee shall become forfeited to the general funds of the Council and his registration as an employer shall be cancelled after notification thereof by the Council by registered letter sent to his last known address: Provided that the Council shall at any subsequent date on application by such employer supported by the necessary proof substantiating his claim and proof that he has complied with all the provisions of the Agreement, as may be required by the Council, refund to such employer such guarantee together with interest accrued thereon at the rate as determined by the Council from time to time.

12.8 The Council shall be entitled to utilise any guarantee lodged by an employer, in whole or in part, to pay any amount which may be due to the Council by such employer in respect of allowances, contributions, or wages which may be due to any one or more employees employed by such employer, where the Council is satisfied that such allowances, contributions or wages are due and payable to the employees concerned.

12.9 Employers may through their organisations take out an insurance policy in order to obtain the cover as envisaged in clause 12.6.1 hereof.

12.10 Every employer who is registered or liable for registration with this Council in terms of this clause, shall submit to the Council on a monthly basis a list of the names and addresses of all the 'labour-only' contractors employed by him.

### 13. NOTICE-BOARD

Every employer shall wherever building operations are being carried out by him which are of more than one month's duration, display in a conspicuous place accessible to the public, a notice-board of a size not less than 60 cm by 45 cm showing the business name and business address of such employer: Provided that where more than one employer operates on a site, the above particulars of all such employers may be shown on one combined notice-board.

### 14. EXHIBITION OF AGREEMENT

Every employer shall exhibit a legible copy of this Agreement in both official languages on every job site of more than six months duration and at his ordinary place of business, in a conspicuous position, easily accessible to all his employees.

### 15. WET WEATHER SHELTER

15.1 At any site where building operations are being conducted, employers shall provide suitable accommodation—

15.1.1 to serve as a shelter for employees during wet weather;

15.1.2 to serve as a change-room: Provided that this provision shall not apply on sites where less than 25 employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation for a change-room.

**16. VERVERSINGS**

Alle werknemers is geregtig op 'n pouse vir verversings in die oggend en in die middag en elke pouse moet minstens 10 minute duur, wat geag moet word as tyd gewerk. Geskikte geriewe vir die doel om verversings voor te berei moet deur die werkgewer verskaf word.

**17. VRYSTELLING**

17.1 Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad om afdoende redes skriftelik vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n persoon of persone verleen.

17.2 'n Vrystellingsertifikaat, onderteken deur die Sekretaris of 'n gemagtigde persoon moet uitgereik word aan elkeen wat vrygestel word.

17.3 'n Vrystellingsertifikaat moet die voorwaardes waarop 'n vrystelling toegestaan is, die duur van sodanige vrystelling en die gebied waar dit van toepassing is, meld.

17.4 Die Raad kan te eniger tyd 'n vrystellingsertifikaat wysig of intrek sonder om sy redes te verstrek, mits skriftelike kennis van 10 werkdade aan die vrygestelde persoon gegee is.

**18. VAKVERENIGINGSELDE EN REGTE VAN VAKVERENIGINGBEAMPTES**

18.1 Beamptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkwinkels met die doel om met werknemers wat op die terrein werk werwing en lidmaatskap van die vakverenigings te bespreek: Met dien verstande dat hulle nie mag voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry het: Voorts met dien verstande dat dié toestemming nie sonder billike rede weerhou mag word nie.

18.2 Elke werkgewer wat lid van een van die werkgewersorganisasies is wat partye by die Raad is, moet ten opsigte van elkeen van sy werknemers vir wie lone in kousule 4 van Hoofstuk 1 van hierdie Ooreenkoms voorgeskryf word en wat lid is van een van die vakverenigings wat partye by die Raad is, die bedrag wat deur sodanige werknemer as ledegeld aan die betrokke vakvereniging betaalbaar is van sy besoldiging aftrek en die bedrae wat so afgetrek word by die Raad inbetaal vir verspreiding aan genoemde vakverenigings.

**19. HEFFINGS—WERKGEWERPARTYE**

19.1 Elke werkgewer wat lid is van een van die werkgewersorganisasies wat 'n party is tot hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is, die bedrag aan die Raad betaal wat in die konstitusie van die onderskeie werkgewersorganisasies bepaal word.

19.2 Die Raad moet elke maand aan bogenoemde werkgewersorganisasies onderskeidelik die bedrae oorbetaal wat hy ingevolge hierdie kousule invorder.

**20. ALGEMEEN**

20.1 Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as die wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van behandeling word of die toepassing op 'n werknemer van behandeling of die toekenning aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgeskryf veroorloof nie, en ook mag dit nie afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

**16. REFRESHMENTS**

All employees shall be entitled to a refreshment interval in the morning and afternoon and each interval shall not be longer than 10 minutes' duration and shall be deemed to be time worked. Suitable amenities for the purpose of preparing refreshments shall be provided by the employer.

**17. EXEMPTIONS**

17.1 Subject to the proviso to section 51 (3) of the Act, the Council may, for reasons which it may deem sufficient, grant written exemption to any person/s from any of the provisions of this Agreement.

17.2 A certificate of exemption under the signature of the Secretary or an authorised person shall be issued to every person exempted.

17.3 A certificate of exemption shall state the conditions on which such exemption is granted, the period of such exemption and the area to which it shall apply.

17.4 A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason therefore: Provided that written notice of 10 working days has been given to the person exempted.

**18. TRADE UNION FEES AND RIGHTS OF OFFICIALS**

18.1 Officials of the trade unions which are parties to this Council shall in the ordinary course of their duties have access to building sites and workshops during working hours for the purpose of discussing with employees working on the site, recruitment and trade union membership: Provided that trade union officials shall not to be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative: Provided further that such permission shall not be unreasonably withheld.

18.2 Every employer who is a member of one of the employers' organisations which are parties to the Council shall, in respect of each of his employees for whom wages are prescribed in clause 4 of Chapter 1 of this Agreement and who is a member of one of the trade unions which are parties to the Council, deduct from such employee's remuneration the amount payable by such employee as a subscription to the trade union concerned and pay the amounts so deducted to the Council for distribution to the said trade unions.

**19. EMPLOYER PARTIES' LEVIES**

19.1 Every employer who is a member of one of the employers' organisations who is a party to this Agreement, shall, in respect of every employee employed by him, pay to the Council the amount prescribed in the Constitution of the respective employers' organisations.

19.2 The Council shall, on a monthly basis, pay over to the employers' organisations referred to above the amounts collected by it in terms of this clause.

**20. GENERAL**

20.1 No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits, less favourable to him than the treatment or benefits prescribed in this Agreement or any other agreement, nor shall it effect any waiver by any employee of the application to him of any provision of this Agreement or any other agreement. Any such agreement shall be void.



20.2 Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

## 21. VEILIGHEIDSBEPALINGS

Elke werkgewer en elke werknemer moet voldoen aan die Wet op Masjinerie en Beroepsveiligheid, 1983, en die regulasies wat daarkragtens opgestel is.

### HOOFSTUK 2

#### KLASSIFIKASIE EN OMSKRYWING VAN TAKE

##### 1. GESPEEIFISEERDE AMBAGTE

1.1 Werknemers (gespesifiseerde ambag) en kwekeling-werknemers (gespesifiseerde ambag) kan werk in een of meer van die volgende gespesifiseerde ambagte verrig:

1.1.1 *Bloklêwerk*: Die lê van blokke soos omskryf; hoogstens meet; hoeke optrek; deurkosyne en vensterrame stel; profiele of setmate opstel.

1.1.2 *Plaveiwerk*: Die lê van plaveiblokke, plaveistene en slasto; uitlêwerk en bepaling van vlakke en valle.

1.1.3 *Oprigting van bekisting*: Hout- en staalbekisting monteer en oprig vir mure, kolomme, balke en blaaië.

1.1.4 *Oprigting van steiers*: Afmerkwewerk; oprig en waterpasmaak van alle tipes steiers.

1.1.5 *Pleistersteenmesselaar*: Pleisterstene volgens profiele en setmate, uitgesonderd die opstelling van inmessel profiele, setmate, deur- en vensterrame; gedurende aangrensende konstruksiewerk nagaan of deur- en vensterrame in die lood of waterpas is.

1.1.6 *Betonafstrykwerk*: Bepaling van vlakke en valle; afstryking en afwerk van beton met die hand of 'n masjien.

1.1.7 *Bediening en toerusting*: Hyskrane, grondverskuivingsmasjinerie en dergelike toerusting bedien; elektriese of meganiese masjiene soos betonmengers, sae, kantsnyers-/slypers, poleer- en sandstraalmasjiene en lettersnymasjiene bedien; swaaiarmhystoestelle bedien; voertuie, meganiese starters en trekkers dryf; houtwerkmasjiene en sproeispuite bedien en gereedskapmaak (klipmesselaarambag).

1.1.8 *Teël- en/of leiklipdekking*: Afmerkwewerk; aanbring, sny en/of vassit van dakteëls en nokdekking van beton/terra-cotta, asbes of leiklip.

1.1.9 *Dakplaatwerk*: Afmerkwewerk; aanbring, sny en/of vassit van metaaldakplaat en/nokdekking en/of metaalteëls en/nokdekking.

1.1.10 *Skrynwewerkmontering*: Monteer en vassit van alle skrynwewerkkomponente.

1.1.11 *Aluminiummontering en sweiswerk*: Vensters, winkelfronte, deure, deurrame, toonbanke, storthokkies, veranda-omsluitings en sonskerms van aluminium in die fabriek of werkwinkel, monteer, vassit en sweis met inbegrip van beglasing en vassit van aluminiumkomponente op die terrein.

1.1.12 *Plafonwerk*: Oprigting en installering van patente hangplafonstelsels.

1.1.13 *Oprigting van afskortings*: Oprigting en installering van aluminium- en droëmuurafskortings volledig met deure en slotte maar uitgesonderd doelgemaakte afskortings.

1.1.14 *Installering van voorafvervaardigde rakkaste*: Oprigting en installering van voorafvervaardigde staal- en houtrakkaste en kabinette.

20.2 Every provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

## 21. SAFETY PROVISIONS

Every employer and every employee shall comply with the provisions of the Machinery and Occupational Safety Act, 1983, and the regulations made thereunder.

### CHAPTER 2

#### CLASSIFICATION AND DEFINITION OF TASKS

##### 1. SPECIFIED SKILLS

1.1 Specified skills and trainee specified skills employees may perform any one or more of the following operations in the specified skills listed below:

1.1.1 *Blocklaying*: The laying of blocks as defined; taking levels; plumbing of angles; the placing in position of door jambs and window frames; setting up of profiles or jigs.

1.1.2 *Paving*: The laying of paving blocks, paving bricks, slasto; setting out; determining levels and falls.

1.1.3 *Formwork erection*: Assembling and erecting formwork of wood and steel for walls, columns, beams and slabs.

1.1.4 *Scaffold erection*: Harking out; erection and levelling of all forms of scaffolding.

1.1.5 *Stock bricklayer*: The laying of stock bricks to a profile or jig but excluding the setting up of profiles, jigs, door frames and window frames; checking of the plumbing and levelling of door frames and window frames during construction of adjoining work.

1.1.6 *Concrete floating*: Determining levels and falls; floating and finishing of concrete by hand or machine.

1.1.7 *Plant operating*: Operating cranes, earthmoving equipment or similar equipment; operating electrical or mechanical machines such as concrete mixers, saws, edge cutters/grinders, polishers and sand blasting and letter cutting machines; operating jib hoists; driving of vehicles, mechanical dumpers and tractors; operating woodworking machines and sprayguns; toolmaking (mason's trade).

1.1.8 *Roof tiling/slating*: Marking out; fitting, cutting and/or fixing of roof tiles and ridging of concrete/terra-cotta, asbestos or slate.

1.1.9 *Roof sheeting*: Marking out; fitting, cutting and/or fixing metal roof sheeting and ridging and/or metal tiles and ridging.

1.1.10 *Joinery assembling*: Assembling and fitting of all joinery components.

1.1.11 *Aluminium assembling and welding*: In factory or workshop assembling fixing and welding of aluminium windows, shopfronts, doors, door frames, counters, shower cubicles, verandah enclosures and awnings, including glazing and fixing of aluminium components on site.

1.1.12 *Ceiling fixing*: Erection and installation of patented suspended ceiling systems.

1.1.13 *Partition erection*: Erection and installation of aluminium and dry-wall partitioning systems complete with doors and locks but excluding purpose-made partitions.

1.1.14 *Prefabricated cupboard installation*: Erection and installation of prefabricated cupboards and cabinets in steel and wood.

1.1.15 *Hulp by pleisterwerk (pleisteraar se assistent):* Saksmeerwerk; eenlaagpleisterwerk op mure en plafonne, uitgesonderd kolomme, koepels, balke, penante en boë, afvlak van betonvloere, uitgesonderd trappe en deurdrumpels.

1.1.16 *Hulp by teëlwerk (teëlwerker se assistent):* Afvlak van vloere; lê van vloerteëls, met inbegrip van sny- en laswerk; vassit van muurteëls aan gepleisterde muur met kleefmiddel, met inbegrip van snywerk, maar uitgesonderd dagwange, drumpels, kolomme en penante.

1.1.17 *Hulp by waterdigting (waterdigtingswerker se assistent):* Waterdigting en vogdigting van alle horisontale en/of skuins en vertikale oppervlakke met inbegrip van tenks, met alle soorte dakmembrane, plate en lak- of semi-lakmastiaklae.

1.1.18 *Geutwerk:* Vassit van metaal-, PVC- of asbesgeute en geutpype; afmerk en vassit van ondervoegskorte of trappiesvoegskorte.

1.1.19 *Asfaltwerk:* Aanwending van asfalt op alle oppervlakke.

1.1.20 *Hulp by verfwerk (verwer se assistent):* Aanwending van grondverf en onderlae op alle oppervlakke; aanwending van eindlae op mure en plafonne met 'n roller, met inbegrip van insnywerk van geverfde panele met 'n kwas.

1.1.21 *Aanwendingswerk:* Uittêwerk, meng en aanwending van alle soorte spesiale muurbedekkings en/of tekstuurlae.

1.1.22 *Huisbeglasing:* Insit van en voorwerk aan gewone staal- of houtrame en staal- of houtkraalrame.

1.1.23 *Matlêwerk:* Uittê- en afmerkwerk; sny, lê en/of span en las van alle soorte matte.

1.1.24 *Veerkragtigevloerlêwerk:* Uittê- en afwerkwerk; die lê en vassit van hout-, mosaiëk- en komposisierubbervloere en vloere van enige ander metaal; die insit van alle soorte vloer- en muurbedekkings van teëls of stroke met inbegrip van veerkragtigebevoering linoleum, Malthoid, asfalteëls of materiaal met asfaltbasis, kurk-, rubber-, viniel- en plastiek-komposisies.

1.1.25 *Hulp by loodgieterswerk (loodgieter se assistent):* Aanmeekaarsit en vassit van gietyster-, staal-, PVC-, koper- en plastiekpype en toebehore aan mure en vloere; vassit van sanitêre los en vaste toebehore, met inbegrip van geisers aan mure.

1.1.26 *Hulp by rioolaanlegwerk (riollêer se assistent):* PVC-, pikvesel-, erde-, gietyster- en betonpype lê; rioolpunte, vetsperders en soortgelyke toebehore aanbring.

1.1.27 *Oprigting van voorafgegiete mure en heinings:* Uittêwerk; oprigting en loodregstel van voorafgegiete mure en heinings, met inbegrip van die installering van deure en hekke.

1.1.28 *Oprigting van klipwerk:* Uittêwerk; hoogtes bepaal, fondamente lê; gedenkstene oprig en afbreek; voertuie dryf; hystoerusting bedien.

In geval van 'n meningsverskil oor die vertolking van bogenoemde omskrywings, moet die Raad 'n beslissing gee wat finaal en bindend is.

## 2. NIE-AANGEWESSE AMBAGTE (AMBAGSMANS-AMBAGTE)

2.1 'n Ambagsman of kwekelingambagsman kan een of meer van die volgende werksaamhede verrig in die ambagte wat gedeeltes is van 'n aangewese ambag soos hieronder aangedui:

2.1.1 *Messelaar:* Uittêwerk; pleister- en sierstene in fondamente en bobou inmessel; deur- en vensterrame inbou; hoeke in die lood bring; profiele of setmate opstel, maar uitgesonderd die bou van boë, penante, kappe, drumpels en dekoratiewe steenwerk.

1.1.15 *Plastering assistance (assistant to plasterer):* Bagging; one-coat plastering of walls and ceilings, excluding columns, domes, beams, piers and arches; screeding of concrete floors, excluding steps and thresholds. (33)

1.1.16 *Tiling assistance (assistant tiler):* Screeding of floors; laying of floor tiles, including cutting and jointing; fixing of wall tiles to plastered walls with adhesive, including cutting, but excluding reveals, sills, columns and piers.

1.1.17 *Waterproofing assistance (assistant to water-proofer):* Waterproofing and dampproofing of all horizontal/sloping and vertical surfaces, including tanking with all types of roofing membranes, sheets and lacquer or semi-lacquer mastic coatings.

1.1.18 *Gutter fixing:* Fixing of metal, PVC or asbestos gutters and downpipes; marking out and fixing underflashing or stepflashing.

1.1.19 *Asphalting:* Application of asphalting to all surfaces.

1.1.20 *Painting assistance (assistant to painter):* Applying primers and undercoats to all surfaces; applying final coats to walls and ceilings with a roller, including cutting in the painted panels by brush.

1.1.21 *Applications:* Setting out; mixing and application of all types of special wall coverings and/or textured coating.

1.1.22 *Domestic glazing:* Fitting and facing of ordinary and beaded frames in both steel and timber.

1.1.23 *Carpet fitting:* Setting out and marking out; cutting, laying and/or stretching and jointing of all types of carpets.

1.1.24 *Resilient floor laying:* Setting out and marking out; laying and fixing of floors of wood, mosaic, composite rubber or any other material; fixing of all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, Malthoid, asphalt tiles or asphalt based material, cork, rubber, vinyl, and plastic compositions.

1.1.25 *Plumbing assistance (assistant to plumber):* Assembling and fixing of cast iron, steel, PVC, copper and plastic pipes and fittings to walls and floors; fixing of sanitary fixtures and fittings, including geysers to walls.

1.1.26 *Drainlaying assistance (assistant to drainlayer):* Laying of PVC, pitch fibre, earthenware, cast iron and concrete pipes; fixing of gullies, grease traps and similar fittings.

1.1.27 *Precast wall and fence erection:* Setting out; installation and plumbing of precast walls and fences, including installation of doors and gates.

1.1.28 *Stone fixing:* Setting out; determining levels, laying of foundations; fixing and dismantling of memorial stones; driving of vehicles; operating lifting equipment.

In the event of a difference of opinion on the interpretation of the above definitions, the Council shall give a ruling which shall be final and binding.

## 2. NON-DESIGNATED TRADES (ARTISAN TRADES)

2.1 An artisan or trainee artisan may perform any one or more of the following operations in the trades which are parts of a designated trade as listed hereunder:

2.1.1 *Bricklayer:* Setting out; the laying of stock and face bricks in foundations and superstructures; the building in of door frames and window frames; plumbing of angles; setting-up of profiles and jigs but excluding the building of arches, piers, copings and sills and decorative brickwork.

2.1.2 *Boutimmerwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogstes; alle tipes bekisting maak en oprig; uittêwerk en skoring maak en oprig; uittêwerk en toesig hou oor die aanbring van wapening; vertolking van buigskedules en wapeninguitlegplanne.

2.1.3 *Afwerktimmerwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; deure hang; slotte installeer; rakkaste, kabinette, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring; vloerlyste en lyswerk vassit.

2.1.4 *Daktimmerwerk*: Uittêwerk; vertolking van tekeninge en afmerkwark; hoogtes bepaal; houtkapdrastukke en kappe, wolfhoeke en kiele maak, vassit en oprig; voegskorte opmaak en aanbring; toesig hou oor die aanbring, sny en/of vassit van dakteëls, dakplate en nokdekking van beton, asbes, leiklip en metaal of soortgelyke materiaal.

2.1.5 *Plafon- en afskortingsoprigting*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; alle tipes afskortings en plafonne oprig, met inbegrip van deure hang en slotte installeer.

2.1.6 *Verfwerk*: Vertolking van tekeninge en verfskedules; alle lae verf, vernis, beits en lakvernis of dergelike materiaal op allerlei oppervlakke aanwend; kleure meng en pas.

2.1.7 *Beglasing (patent)*: Uittêwerk; vertolking van tekeninge en afmerkwark; gewone staal- en houtrame en staal- en houtkraalrame insit en beglaas; staal-, hout- en aluminiumkomponente met verskillende soorte glas insit en beglaas, met gebruikmaking van gewone en patentruitwerkmetodes; verseëling met silikon, polisulfied en dergelike produkte.

2.1.8 *Waterdigting*: Vertolking van tekeninge; uittêwerk; toesig hou oor en uitvoering van alle waterdigtings- en vogdigtingswerk, met inbegrip van tenks.

2.1.9 *Houtmasjienerwerk*: Uittêwerk; vertolking van tekeninge; sirkelsaagponse, radiaalramsae, kettingsae, uitsnysae, skaaf-, lys-, tapgat-, tapsny- en skuurmasjiene opstel en bedien; van houtdraaimasjiene bedien; profielbeitels ontwerp en skerpmaak; slypsnymasjiene; profiel- en skerpmaaktoerusting opstel en bedien; patroonplate en setmate maak en gebruik.

2.1.10 *Rioolaanlegwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; afmerkwark; riole lê volgens 'n val; betonbedekking; toetsing; mangate bou; vloeivulling en skoring; toesig hou oor ander kategorieë werknemers.

2.1.11 *Loodgieterswerk*: Uittêwerk; vertolking van tekeninge; afmerkwark; hoogtes bepaal; toesig hou oor ander kategorieë werknemers; plaatmetaalwerk; alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype; sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe.

2.1.12 *Pleisterwerke*: Uittêwerk; afmerkwark en vertolking van tekeninge; een- en tweelaagpleisterwerk aan alle oppervlakke; afvlakking van alle oppervlakke, met inbegrip van granolietafwerking.

2.1.13 *Klipkapwerk*: Uittêwerk, afmerkwark; vertolking van tekeninge; kap, vlakmaak en profilering van klip; patroonplate maak; toesig hou oor die oprig van gedenkstone.

2.1.14 *Muurpapier plakwerk*: Vertolking van tekeninge; afmerkwark; alle soorte muurpapier plak, met inbegrip van sny- en afwerking.

2.1.15 *Algemene ambagsman*: 'n Werknemer wat toegelaat word om die gedefinieerde take van twee of meer van die nie-aangewese ambagte te verrig.

2.1.16 *Aanbring van staalwapening*: Uittêwerk, vertolking van buigskedules en wapenuitlegplanne; toesighou oor die plasing en aanbring van alle klasse staal- en gaasdraadwapening.

2.1.2 *Construction carpentry*: Setting out; interpreting drawings and determining levels; constructing and erecting all types of formwork; setting out, and constructing and erecting shoring; setting out and supervising the fixing of reinforcing; interpreting bending schedules and reinforcing layouts.

2.1.3 *Finishing carpentry*: Setting out; interpreting drawings and determining levels; hanging doors; fitting locks; manufacturing and fixing cupboards, cabinets, wall panelling, suspended wooden floors and partitions; fixing skirtings and mouldings.

2.1.4 *Roofing carpentry*: Setting out; interpreting drawings and marking out; determining levels; making, fixing and erecting timber truss templates and trusses, hips and valleys; making up and fitting of flashing; supervising the fitting, cutting and/or roof tiles, roof sheeting and ridging of concrete, asbestos, slate and metal or similar material.

2.1.5 *Ceiling and partition erection*: Setting out; interpreting drawings and determining levels; erection all types of partitions and ceilings, including hanging of doors and fitting of locks.

2.1.6 *Painting*: Interpreting drawings and paintings schedules; application of all coats of paint, varnish, stain and lacquers or similar material to all surfaces; mixing and matching colours.

2.1.7 *Glazing (patent)*: Setting out; interpreting drawings and marking out; fitting and glazing of ordinary and beaded frames in both steel and timber; fitting and glazing of steel, wood and aluminium components with various types of glass, using conventional and patented glazing methods; sealing with silicone, polysulphide and similar products.

2.1.8 *Waterproofing*: Interpreting drawings; setting out; supervising and executing all waterproofing and dampproofing operations, including tanking.

2.1.9 *Wood machining*: Setting out; interpreting drawings; setting up and operating circular saw punches, radial arm saws, chain saws, jig saws, planing, moulding, morticing, tenoning and sanding machines; operating wood-turning machines; developing and sharpening moulding cutters; setting up and operating grinding cutters, profiling and sharpening equipment; making and using templates and jigs.

2.1.10 *Drainlaying*: Setting out; interpreting drawings and determining levels; marking out; laying of drains to falls; concrete encasement; testing; building of manholes; benching and shoring; supervising other categories of employees.

2.1.11 *Plumbing*: Setting out; interpreting drawings; marking out; determining levels; supervising other categories of employees; sheet metal work; installation of all types of pipes and fittings for hot or cold water systems, including waste pipes, installation of sanitary fixtures and fittings, including geysers and valves.

2.1.12 *Plastering*: Setting out; marking out and interpreting drawings; one and two-coat plastering to all surfaces; screeding of all surfaces, including granolithic finishing.

2.1.13 *Banker masonry*: Setting out; marking out; interpreting drawings; cutting, surfacing and profiling of stone; making templates; supervising the fixing of memorial stone.

2.1.14 *Wall paper hanging*: Interpreting drawings; marking out; applying of all types of wall paper, including cutting and trimming.

2.1.15 *General artisan*: An employee who is permitted to execute the defined task of two or more of the non-designated trades.

2.1.16 *Reinforcing steel fixing*: Setting out of interpreting bending schedules and reinforcing layouts; supervising the placing and fixing of all classes of steel reinforcing and mesh.

### 3. AANGEWSE AMBAGTE (VAKMANSAMBAGTE)

3.1 'n Gekwalifiseerde vakman, 'n vakleerling- of 'n kwekeling vakman kan een of meer van die volgende werksaamhede verrig in die vakmansambagte wat hieronder aangedui word:

3.1.1 *Messelwerk*: Uittêwerk; bepaling van hoogtes; vertolking van tekeninge; pleister- en sierstene in alle tipes verbande in fundamente en bobou inmessel; lateie bou; plaveiwerk in dagha; dekoratiewe steenwerk; alle tipes boë, penante, kappe en drumpels bou; venster- en deurrame opstel en inbou; hoeke in die lood bring; profiele of setmate opstel.

3.1.2 *Timmerwerk*: Uittêwerk; vertolking van tekeninge; bepaling van hoogtes; alle tipes bekisting; maak en oprig; uittêwerk; skoring maak en oprig; uittêwerk en wapening aanbring; vertolking van kraalskedules en wapeninguittêplanne; vorms vir voorafgegiete eenhede maak; deure hang; slotte installeer; kabinette, rakkaste, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring; vloerlyste en lyswerk aanbring; houtkapdrastukke en kappe; wolfhoeke en kiele maak, vassit en oprig; voegskorte opmaak en aanbring; aanbring, sny en/of vassit van dakteëls en nokdekking van beton, asbes, leiklip of dergelike materiaal; aanbring, sny en/of vassit van metaaldakteëls of -dakplate en -nokdekking; alle tipes afskortings en plafonne oprig.

3.1.3 *Skrynerwerk*: Uittêwerk; vertolking van tekeninge; alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiske, afskortings en paneelwerk vervaardig, aanmeakaarsit, installeer, hang en vassit; alle houtwerkmasjiene bedien; slotte en ysterware installeer.

3.1.4 *Winkeltoerustingswerk*: Uittêwerk; vertolking van tekeninge; alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiske, afskortings en paneelwerk vervaardig, aanmeakaarsit, installeer, hang en vassit; alle houtwerkmasjiene bedien; slotte en ysterware installeer; gas- of boogswaerwerk; vou- en buigwerk; vensterrame, deurrame, deure, vensters, winkelfronte, afskortings en gordynmure uit aluminium of ander metale vervaardig en installeer.

3.1.5 *Pleister- en plaveiwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; vloere, trappe en deurdrumpels afvlak; vloere, trappe en deurdrumpels granolities afwerk, vorms *in situ* maak; plaveiblokke, plaveistene en slasto lê; een- en tweelaagpleister aan alle oppervlakke aanbring; gepoleerde terazzo aan mure, vloere en trappe aanbring en afwerk; dekoratiewe pleisterwerk aanbring.

3.1.6 *Loodgieters- en rioolaanlegwerk*: Afmerk- en uittêwerk; bepaling van hoogtes; vertolking van tekeninge; toesig hou oor ander kategorieë werknemers; plaatmetaalwerk; alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype; sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe; riole lê volgens 'n val; betondekking; toetsing; mangate bou, vloevulling en skoring.

3.1.7 *Muur- en vloerteëlwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; muurteëls en vloerteëls op alle tipes oppervlakke aanbring; mosaiëk op alle tipes oppervlakke vassit.

3.1.8 *Verfwerk en versiering*: Uittêwerk; vertolking van tekeninge en verfskedules; toesig hou oor alle kategorieë werknemers; verf, vernis en beits op alle oppervlakke aanwend; verf met 'n sproeispuut aanwend; kleure meng en pas; dekoratiewe afwerking soos marmering en vlamskildering, sjablonering, lakpolering, stippeling, muurplakwerk en huishoudelike beglasing aanwend.

3.1.9 *Klipmesselwerk*: Afmerkwerk; uittêwerk; vertolking van tekeninge; bepaling van hoogstens; natuurlike en fineerklip oprig, vasheg en demonteer.

3.1.10 *Lettersnywerk/Klipdekorasiewerk*: Uittêwerk; afmerkwerk; alle tipes letters en versierings uitsny; toesig hou oor alle ander kategorieë werknemers.

### 3. DESIGNATED TRADES (CRAFTSMAN TRADES)

3.1 A qualified craftsman, apprentice or trainee craftsman may perform one or more of the following operations in the craftsman trades listed below: (33)

3.1.1 *Bricklaying*: Setting out; determining levels; interpreting drawings; laying stock and face bricks in all types of bonding in foundations and super structures; constructing lintels; paving in mortar; decorative brick work; building of all types of arches, piers, copings and sills; setting up and building in window frames and door frames; plumbing of angles; setting up profiles or jigs.

3.1.2 *Carpentry*: Setting out; interpreting drawings; determining levels; constructing and erecting all types of formwork; setting out; constructing and erecting shoring; setting out and fixing re-inforcing; interpreting beading schedules and re-inforcing layouts; constructing moulds for precast units; hanging doors; fitting locks; manufacturing and fixing cabinets, cupboards, wall panelling, suspended wooden floors and partitions; fixing skirtings and mouldings, making, fixing and erecting timber truss templates and trusses, hips and valleys; making up and fitting or flashing; fitting, cutting and/or fixing of roof tiles and ridging of concrete, asbestos, slate or similar material; fitting cutting and/or fixing of metal roof tiles or roof sheeting and ridging; erecting all types of partitions and ceilings.

3.1.3 *Joinery*: Setting out; interpreting drawings; fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling; operating all wood-working machines; fixing locks and ironmongery.

3.1.4 *Shopfitting*: Setting out; interpreting drawings; fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling; operating all wood-working machines; fixing locks and ironmongery; gas or arc welding; folding and bending; fabricating and installing window frames, door frames, doors, windows, shopfronts, partitions and curtain walling in aluminium and other metals.

3.1.5 *Plastering and paving*: Setting out; interpreting drawings and determining levels; screeding of floors, steps and thresholds; rendering granolithic finishes to floors, steps and thresholds; constructing, insitu mouldings; laying of paving blocks; paving bricks and slasto; one and two-coat plastering to all surfaces; applying and finishing polished terazzo to walls, floors and staircases; applying decorative plastering.

3.1.6 *Plumbing and drainlaying*: Marking out and setting out; determining levels; interpreting drawings; supervising other categories of employees; sheet metalwork; installing all types of pipes and fittings for hot and cold water systems, including waste pipes; installing sanitary fixtures and fittings, including geysers and valves; laying drains to falls; concrete encasement; testing; building manholes; benching and shoring.

3.1.7 *Wall and floor tiling*: Setting out, interpreting drawings and determining levels; laying wall and floor tiles to all types of surfaces; fixing mosaic to all types of surfaces.

3.1.8 *Painting and decorating*: Setting out; interpreting drawings and painting schedules; supervising all categories of employees; applying paints, varnishes and stains to all surfaces; applying paints by spraygun; fixing and matching colours; applying decorative finishing such as marbling and graining, stencilling, French polishing, stippling, wall paper hanging, domestic glazing.

3.1.9 *Massonry fixing*: Marking out; setting out; interpreting drawings; determining levels; setting up fixing and dismantling natural and reconstructed stone.

3.1.10 *Letter cutting stone decoration*: Setting out; marking out; cutting of all types of letters and embellishments; supervising all other categories of employees.

### HOOFSTUK 3 MASSAVERVAARDIGING

#### 1. ALGEMEEN

1.1 Hierdie Hoofstuk moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Massavervaardigingseksie van die Bounywerheid.

1.2 Die bepalings van Hoofstukke 1, 2, 4, 5 en 6 in hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk. Waar die bepalings van bogenoemde Hoofstukke strydig is met die bepalings in hierdie Hoofstuk vervat, is die bepalings van laasgenoemde Hoofstuk van toepassing en moet hulle voorkeur geniet.

#### 2. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Hoofstuk gebruik word maar nie hierin omskryf word nie maar wat omskryf is in Hoofstukke 1 en 2 van hierdie Ooreenkoms het dieselfde betekenis as in daardie Hoofstuk: Voorts beteken—

“ingebou” ’n proses waarvolgens ’n artikel struktureel permanent met ’n gebou geïntegreer of op ’n ander wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op ’n ander wyse daarby ingelyf te wees, op so ’n wyse dat dit sy eie afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

“vervaardigingswerker (massavervaardiging)” ’n werknemer wat onder toesig enigeen van die volgende werksaamhede verrig:

(1) Een of meer van die volgende masjiene versorg, bedien, aan- en afskakel maar nie sodanige masjiene opstel of verstelwerk daaraan verrig nie, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene;

- (a) Dubbel- of driedrom- of breëbandskuurmasjiene;
- (b) paneel- of deurskuurmasjiene;
- (c) skuifbandskuurmasjiene;
- (d) dwarssae;
- (e) tapgat- en meerkop-tapgatmasjiene;

(2) materiaal in meganies gevoerde houtwerk-kragmasjiene voer en dit daarvan afhaal;

(3) onder toesig enigeen of meer van die volgende:

- (a) Gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in setapparate of klampe monter;
- (b) deure en vensterrame vasklamp of vasklem;
- (c) outomatiese of handperse bedien;
- (d) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;
- (e) plafon- en vloerpanele volgens setmate aanmeekaarsit;
- (f) rugstukke aan toebehore vassit;
- (g) laaie en vlaklaaie (met inbegrip van bome) vasspyker;
- (h) timmerhout met verplaasbare skuurmasjiene skuur;
- (i) gate in timmerhout boor, met gebruikmaking van draagbare kraggereedskap;
- (j) wie sny en afwerk;
- (k) ’n grondverflaag of ’n eerste verflaag op allerlei ongeverfde oppervlakke aanbring;

“Massavervaardigingseksie van die Bounywerheid”, behoudens die bepalings van ’n Afbakeningsvasstelling kragtens artikel 76 van die Wet, daardie Seksie van die Bounywerheid wat in klousule 3 van Hoofstuk 1 van hierdie Ooreenkoms omskryf word waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse om artikels en/of onderdele vir artikels te vervaardig en/of die aanmeekaarsit van sodanige artikels wat hoofsaaklik

### CHAPTER 3

#### MASS MANUFACTURING

#### 1. GENERAL 33

1.1 The provisions of this Chapter shall be complied with, by all employers and employees engaged in the Mass-manufacturing Section of the Building Industry.

1.2 The provisions of Chapters 1, 2, 4, 5 and 6 of this Agreement shall *mutatis mutandis* be applicable to this Chapter. Where the provisions of those Chapters are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

#### 2. DEFINITIONS

Any term used in this Chapter which is not defined herein but is defined in Chapters 1 and 2 of this Agreement shall have the same meaning as in that Chapter; further—

“built-in” means any process whereby an article is, or is intended to be, structurally integrated or otherwise incorporated into a building permanently in such a manner that it loses its own separate identity and character and becomes part of the fabric of the building;

“manufacturing worker (mass manufacturing)” means a employee who under supervision performs any one or more of the following activities:

(1) Attending, operating, starting and stopping any one or more of the following machines, but excluding the setting up of or the making of adjustments to such machines other than pre-selected adjustments which form part of the operation of the machines:

- (a) Double or treble drum or wide belt sanding machines;
- (b) panel or door sanding machines;
- (c) sliding belt sanding machines;
- (d) cross-cut saws;
- (e) morticers and gang morticers;

(2) feeding materials to and drawing materials from power-driven mechanically-fed woodworking machines;

(3) under supervision one or more of the following:

- (a) Framing up and securing butt-jointed material and assembling manufactured components in jigs or cramps;
- (b) clamping or cramping doors and sashes;
- (c) operating automatic or manual presses;
- (d) placing and fixing in position of windows or door frames in panel apertures;
- (e) assembling ceiling and floor panels to jigs;
- (f) fixing backs to fittings;
- (g) nailing up drawers and trays (including bottoms);
- (h) sanding of timber with portable sanders;
- (i) drilling of holes in timber, using portable power tools;
- (j) cutting and trimming of wedges;
- (k) application of the priming coat of paint or first coat of paint on all unpainted surfaces;

“Mass-manufacturing Section of the Building Industry” means, subject to the provisions of any Demarcation Determination in terms of section 76 of the Act, that Section of the Building Industry as defined in clause 3 of Chapter 1 of this Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for

vervaardig is uit hout of hoofsaaklik uit 'n kombinasie van hout en plastiek en/of enige metaal en/of ander materiaal, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word;

"werkwinkel buite die terrein" 'n perseel wat nie op 'n plek geleë is waar bouwerkzaamhede aan die gang is nie en wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, Wet 6 van 1983, as 'n "fabriek" geregistreer is of moet wees.

"hout", hout, laaghout, finërbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak.

### 3. WERKDAE EN WERKURE

3.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is—

3.1.1 in die geval van 'n werknemer van wie vereis word om ses dae per week te werk, hoogstens 46 uur in 'n week van Maandag tot en met Saterdag, bereken teen hoogstens agt uur per dag van Maandag tot Vrydag en ses uur op 'n Saterdag;

3.1.2 in die geval van 'n werknemer wat vyf dae per week werk, hoogstens 46 uur in 'n week van Maandag tot en met Vrydag, bereken teen hoogstens 9,2 uur per dag.

## HOOFSTUK 4

### KLIPMESSELNYWERHEID

#### 1. ALGEMEEN

1.1 Die bepalinge van hierdie hoofstuk moet deur alle werkgewers in die Klipmesselnywerheid nagekom word.

1.2 Die bepalinge in Hoofstukke 1, 2, 3, 5 en 6 is *mutatis mutandis* op hierdie hoofstuk van toepassing. Waar die bepalinge van daardie hoofstukke onbestaanbaar is met die bepalinge in hierdie hoofstuk vervat, is laasgenoemde bepalinge van toepassing en geniet hulle voorkeur.

#### 2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie hoofstuk gebesig word en nie hierin omskryf word nie, maar in Hoofstukke 1 en 2 van hierdie Ooreenkoms omskryf word, het dieselfde betekenis as in daardie hoofstuk; voorts beteken—

"algemene werker" 'n werknemer wat enige taak of werkzaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van "geskoolde werknemer" en "halfgeskoolde werknemer" soos omskryf in Hoofstuk 1, en omvat dit die volgende werknemers:

- (a) Versendingswerker;
- (b) oprigtersassistent;
- (c) werkwinkelwerker: onderhoud;
- (d) klipjoggie; en
- (e) lugboor-/handbooroperateur;

"graad 1-werknemer" enigeen van die volgende klasse werknemers:

- (a) Elementêre tipe handkraanoperateur;
- (b) sandstraaloperateur;
- (c) werkwinkelassistent;
- (d) verpakkingswerker; en
- (e) operateursassistent;

"graad 2-werknemer" enig-een van die volgende klasse werknemers:

- (a) Handpoleerder;
- (b) draagbarepoleermasjienoperateur;
- (c) kwaliteitskontroleerder;
- (d) sy/kantpoleermasjienoperateur;
- (e) poleermasjienoperateur (Spekard/Jenilin)
- (f) staanbooroperateur;

articles and/or the assembly of such articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any metal and/or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of buildings or structures, and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops;

"off-site workshop" means any premises which is not situated on a site where building construction activities are being carried out, and which is registered or is liable to registration as a "factory" in terms of the provisions of the Machinery and Occupational Safety Act, Act 6 of 1983;

"wood" means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component.

### 3. WORK-DAYS AND HOURS OF WORK

3.1 The ordinary hours of work which shall be observed by all employers and employees shall be—

3.1.1 in the case of an employee who is required to work a six-day week, not more than 46 hours in any week from Monday to Saturday inclusive, calculated at not more than eight hours per day from Monday to Friday and six hours on a Saturday;

3.1.2 in the case of an employee who works a five-day week, not more than 46 hours in any week from Monday to Friday, inclusive, calculated at not more than 9,2 hours per day.

## CHAPTER 4

### MASONRY INDUSTRY

#### 1. GENERAL

1.1 The provisions of this chapter shall be complied with by all employers in the Masonry Industry.

1.2 The provisions of Chapters 1, 2, 3, 5 and 6 shall *mutatis mutandis* be applicable to this chapter. Where the provisions of those chapters are inconsistent with the provisions contained in this chapter, the latter provisions shall be applicable and shall have preference.

#### 2. DEFINITIONS

Any term used in this chapter which is not defined herein but is defined in Chapters 1 and 2 of this Agreement shall have the same meaning as in that chapter; furthermore—

"general worker" means an employee engaged in any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definitions of "skilled employee" and "semi-skilled employee" as defined in Chapter 1 and shall also include the following employees:

- (a) Despatch worker;
- (b) erection assistant to fixer;
- (c) workshop helper: maintenance;
- (d) stone attendant; and
- (e) jackhammer/hand drill operator;

"grade 1 employee" means any one of the following category of employee:

- (a) Hand crane (elementary type) operator;
- (b) sandblaster;
- (c) workshop assistant;
- (d) export crating employee; and
- (e) operator's assistant;

"grade 2 employee" means any one of the following category of employee:

- (a) Hand polisher;
- (b) portable polishing machine operator;
- (c) quality controller;
- (d) side/edge polishing machine operator;
- (e) Spekard/Jenilin polishing operator; and
- (f) bench drill operator;

33



“graad 3-werknemer” enigee van die volgende klasse werknemers:

- (a) Een-, twee- of drielemsaagoperateur;
- (b) dubbellemsaagoperateur;
- (c) vlammasjienoperateur;
- (d) outomatiese poleermasjienoperateur; en
- (e) profielskuurder;

“graad 4-werknemer” enigee van die volgende klasse werknemers:

- (a) ldra-operateur;
- (b) poleerblokmaker;
- (c) diamantbloksaagoperateur;
- (d) swaaisaagoperateur;
- (e) veellemsaagoperateur;
- (f) spanleier;
- (g) vurkhyserdrywer; en
- (h) drywer van 'n motorvoertuig met kode 8-lisensie;

“klipmesselnywerheid” die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om klipkapwerk, klipverwerking en klipbouwerk te verrig.

**HOOFSTUK 5**

**1. BYDRAES EN HEFFINGS TOT FONDSE**

Ondanks enige bepalings vervat in hierdie Ooreenkoms wat die gewone werke bepaal, moet die toelaes en bydraes in klousule 2 bedoel bereken word teen 40 uur per week.

**2. BYDRAES EN HEFFINGS**

2.1 Waar 'n werknemer drie volle werkdag of meer in 'n week vir 'n werkgewer gewerk het, moet die werkgewer benevens ander besoldiging waarop die werknemer ingevolgt hierdie Ooreenkoms geregtig is, die bydraes ten opsigte van die loonband waarin die werknemer se werklike loon val, soos in die Bylae hieronder uiteengesit, aan die Raad betaal:

**BYLAE**

Loonbande min. tot maks. loon per uur		Vakansiefonds	Pensioenfonds	Bystandsfonds	Totale waarde van werkgewerbydraes
R	R	R	R	R	R
4,25	en bo .....	15,20	12,60	0,20	28,00
3,75	tot 4,24 ...	13,20	11,20	0,20	24,60
3,25	tot 3,74 ...	11,60	9,80	0,20	21,60
2,75	tot 3,24 ...	10,00	8,40	0,20	18,60
2,25	tot 2,74 ...	8,40	7,00	0,20	15,60
1,75	tot 2,24 ...	6,80	5,60	0,20	12,60

2.2 Elke werkgewer moet weekliks die bedrae soos in die Bylae hieronder uiteengesit, aftrek van die besoldiging van 'n werknemer wie se werklike loonskaal in enige van ondergenoemde loonintervalle val en wat drie volle werkdag of meer in een week gewerk het, en dié bedrae is die werknemer se bydraes tot die Pensioenfonds, die Bystandsfonds en die Raadsheffing:

**BYLAE**

Loonbande min. tot maks. loon per uur		Pensioenfonds	Bystandsfonds	Raadsheffing	Totale waarde van werknemersbydraes
R	R	R	R	R	R
4,25	en bo .....	12,60	0,20	0,10	12,90
3,75	tot 4,24 ...	11,20	0,20	0,10	11,50
3,25	tot 3,74 ...	9,80	0,20	0,10	10,10
2,75	tot 3,24 ...	8,40	0,20	0,10	8,70
2,25	tot 2,74 ...	7,00	0,20	0,10	7,30
1,75	tot 2,24 ...	5,60	0,20	0,10	5,90

“grade 3 employee” means any one of the following category of employee:

- (a) One-, two- or three-blade saw operator;
- (b) double-blade support saw operator;
- (c) flaming machine operator;
- (d) automatic polishing machine operator; and
- (e) profile grinder;

“grade 4 employee” means any one of the following category of employee:

- (a) ldra operator;
- (b) polish block maker;
- (c) diamond block saw operator;
- (d) swing saw operator;
- (e) multiple blade saw operator;
- (f) team leader;
- (g) forklift driver; and
- (h) driver of motor vehicle with code 8 licence;

“Masonry Industry” means the industry in which employers and their employees are associated for the purpose of quarrying, processing and fixing of stone.

**CHAPTER 5**

**1. CONTRIBUTIONS AND LEVIES TO FUNDS**

Notwithstanding any provisions contained in this Agreement stipulating the ordinary hours of work, the allowances and contributions referred to in clause 2 shall be calculated at 40 hours per week.

**2. CONTRIBUTIONS AND LEVIES**

2.1 Where an employee has worked for an employer for three full working days or more per week, the employer shall, in addition to any other remuneration to which the employee is entitled in terms of this Agreement, pay to the Council the contributions in respect of the wage band in which the employee's actual wage falls, as set out in the Schedule hereunder:

**SCHEDULE**

Wage Bands min. to max. rate per hour		Holiday Fund	Pension Fund	Benefit Fund	Total value of employer contributions
R	R	R	R	R	R
4,25	and above	15,20	12,60	0,20	28,00
3,75	to 4,24 ...	13,20	11,20	0,20	24,60
3,25	to 3,74 ...	11,60	9,80	0,20	21,60
2,75	to 3,24 ...	10,00	8,40	0,20	18,60
2,25	to 2,74 ...	8,40	7,00	0,20	15,60
1,75	to 2,24 ...	6,80	5,60	0,20	12,60

2.2 Every employer shall deduct weekly from the remuneration of an employee, whose actual wage rate falls in any of the undermentioned wage limits and who has completed three full working days or more during any week, the amounts as set out in the Schedule hereunder, which shall be the employee's contributions to the Pension Fund, the Benefit Fund and the Council levy:

**SCHEDULE**

Wage Bands min. to max. rate per hour		Pension Fund	Benefit Fund	Council Levy	Total value of employee contributions
Unskilled employees		R	R	R	R
4,25	and above	12,60	0,20	0,10	12,90
3,75	to 4,24 ...	11,20	0,20	0,10	11,50
3,25	to 3,74 ...	9,80	0,20	0,10	10,10
2,75	to 3,24 ...	8,40	0,20	0,10	8,70
2,25	to 2,74 ...	7,00	0,20	0,10	7,30
1,75	to 2,24 ...	5,60	0,20	0,10	5,90

2.3 Bo en behalwe die aftrekkings in klousule 2.2 hiervan bedoel, moet die werkgewer, waar 'n werknemer drie volle werkdag of meer, maar minder as vyf volle werkdag in een week gewerk het, die bydraes soos aangetoon in die Bylae hieronder aftrek ten opsigte van elke uur wat sodanige werknemer minder as 40 uur per week gewerk het:

**BYLAE**

Loonbande min. tot maks. loon per uur		Aftekking per per uur
Ongeskoolde werknemers		
R	R	R
4,25	en bo.....	0,70
3,75	tot 4,24.....	0,615
3,25	tot 3,74.....	0,54
2,75	tot 3,24.....	0,465
2,25	tot 2,74.....	0,39
1,75	tot 2,24.....	0,315

2.3.1 Die aftrekkings in klousule 2.3 hiervan  
0,315

2.3.1 Die aftrekkings in klousule 2.3 hiervan bedoel, moet net gemaak word as 'n werknemer sonder toestemming van diens afwesig was.

2.4 Elke werkgewer moet die heffings soos in die Bylae hieronder aangetoon aan die Raad betaal. Hierdie heffings moet bereken word op die grondslag van die totale aantal werknemers in sy diens gedurende 'n week en vir wie bydraes betaal is.

**BYLAE**

Loonbande min. tot maks. loon per uur		Nasionale ontwikke- lingsfonds	Raads- heffings	Totaal
Ongeskoolde werknemers				
R	R	R	R	R
4,25	en bo.....	0,45	0,10	0,55
3,75	tot 4,24.....	0,45	0,10	0,55
3,25	tot 3,74.....	0,45	0,10	0,55
2,75	tot 3,24.....	0,45	0,10	0,55
1,75	tot 2,24.....	0,45	0,10	0,55

2.5 Die bydraes en heffings in klousules 2.1 en 2.4 hiervan bedoel en die aftrekkings wat ingevolge klo3001bedoel en die aftrekkings wat ingevolge klousules 2.2 en 2.3 hiervan gemaak word, moet deur die werkgewer op 'n weeklikse grondslag aan die Raad betaal word, tensy vrystelling van die Raad verkry is om die bedoelde bedrae met 'n langer tussenpose as een maal per week oor te betaal.

**3. SPESIALE BEPALINGS**

3.1 Geen werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word wat drie volle werkdag of meer per week gewerk het, mag met 'n werkgewer ooreenstem of 'n ooreenkoms aangaan nie dat die bydraes en/of aftrekkings bedoel in klousule 2 of regstreeks aan die werknemer betaal word of dat gemeide bedrae nie aan die Raad betaal word nie.

3.2 'n Werkgewer wat in gebreke bly of nalaat om die bydraes soos voorgeskryf ten opsigte van elke werknemer tydig by die Raad in te betaal, moet rente voorgeskryf volgens die Wet op Vasgestelde Rentekoers 1975 op die waarde van sodanige bydraes betaal, bereken vanaf die datum waarop die bydraes by die Raad inbetaal behoort te gewees het tot en met die datum waarop dit werklik betaal is.

3.3 Ten spyte van die feit dat 'n bepaalde bydrae vir 'n werknemer betaal is, is sodanige werknemer slegs geregtig op die voordele soos voorgeskryf deur die reëls van die verskeie Fondse ter waarde van die bydrae wat werklik namens hom by die Raad inbetaal is.

2.3 In addition to the deductions referred to in clause 2.2 hereof, the employer shall, in the case of an employee who has worked for three full working days or more but less than five full working days in any week, deduct the contributions as reflected in the Schedule hereunder in respect of every hour such employee has worked for less than 40 hours per week:

**SCHEDULE**

Wage bands min. to max. rate per hour		Deductions per hour
Unskilled employees		
R	R	R
4,25	and above.....	0,70
3,75	to 4,24.....	0,615
3,25	to 3,74.....	0,54
2,75	to 3,24.....	0,465
2,25	to 2,74.....	0,39
1,75	to 2,24.....	0,315

2.3.1 The deductions referred to in clause 2.3 hereof shall only be made if the employee has been absent from work without consent.

2.4 Every employer shall pay to the Council the levies as reflected in the Schedule hereunder, which levies shall be calculated on the basis of the total number of employees in his employ during any week and for whom contributions were paid.

**SCHEDULE**

Wage bands min. to max. rate per hour		National development fund	Council levy	Total
Unskilled employees				
R	R	R	R	R
4,25	and above.....	0,45	0,10	0,55
3,75	to 4,24.....	0,45	0,10	0,55
3,25	to 3,74.....	0,45	0,10	0,55
2,75	to 3,24.....	0,45	0,10	0,55
1,75	to 2,24.....	0,45	0,10	0,55

2.5 The contributions and the levies referred to in clauses 2.1 and 2.4 hereof and the deductions made in terms of clauses 2.2 and 2.3 hereof shall be paid by the employer to the Council on a weekly basis unless exemption has been obtained from the Council to pay over the amounts referred to at intervals greater than once a week.

**3. SPECIAL PROVISIONS**

3.1 No employee for whom wages are prescribed in this Agreement who has worked for three full working days or more per week may agree or enter into an agreement with an employer that the contributions and/or deductions referred to in clause 2 either be paid directly to the employee or that the said amounts not be paid to the Council.

3.2 An employer who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timeously, shall pay interest at a rate prescribed in terms of the Prescribed Rate of Interest Act, 1975 on the value of such contributions, calculated from the date on which the contributions should have been paid to the Council up to and including the date actually paid.

3.3 Notwithstanding the fact that a specific contribution has been paid for an employee, such employee shall only be entitled to the benefits prescribed by the rules of the various Funds to the value of the contribution actually paid to the Council on his behalf.



**4. VAKANSIEFONDSBOEK**

4.1 Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy in die Nywerheid begin werk het by die Raad aansoek doen om 'n Vakansiefondsboek.

4.2 Die sekretaris moet 'n alfabetiese en Mumerieke register hou van alle aansoeke om Vakansiefondsboeke en 'n spesifieke nommer wat op die boek aangeteken moet word aan elke aansoeker toeken. Genoemde register moet die volgende inligting verstrek ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is:

- (a) Volle naam;
- (b) geboortedatum;
- (c) persoonsnommer;
- (d) bedryf of beroep;
- (e) ras en nasionaliteit;
- (f) Vakansiefonds nommer deur die Fonds toegeken.

4.3 Die sluitingsdatum vir bydraes ten opsigte van 'n bepaalde jaar is die tweede Vrydag in Oktober.

4.4 Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet, wanneer betalings ten opsigte van toelaes en/of bydraes aan die Raad gemaak word, die werknemer se Vakansiefondsnummer en persoonsnommer aanteken.

**HOOFSTUK 6****FONDSE**

Die bepalings van klousules 1.1 (a), 1.1 (b), 2, 3, 4, 5, 6, 7 (uitgesonderd Hoofstuk 5 van 7.1.3, 7.3, 7.4 en 7.5), 8, 9 en 10 van *Staatskoerant* No. 10720, Goewermentskennisgewing R. 899 van 24 April 1987, soos gewysig, is bindend vir alle werkgewers en werknemers in die Bounywerheid binne die regsgebied van hierdie Raad.

Geteken te Johannesburg op hede die 14de dag van Januarie 1992.

**F. G. MAYSTON,**  
Visevoorsitter.

**J. M. DE CASTRO,**  
Lid van die Raad.

**P. F. M. DE BRUYN,**  
Sekretaris Noordelike Streek.

**DEPARTEMENT VAN NASIONALE  
GESONDHEID EN BEVOLKINGS-  
ONTWIKKELING**

No. R. 830

20 Maart 1992

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (Wet No. 54 VAN 1972)

REGULASIES BETREFFENDE TOLERANSIES VIR TOKSIENE VEROORSAAK DEUR SWAMME IN VOEDINGSMIDDELS: WYSIGING

Die Minister van Nasionale Gesondheid het kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies vervat in die Bylae hiervan, uitgevaardig.

**BYLAE**

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 313 van 16 Februarie 1990, soos verbeter by Goewermentskennisgewing No. R. 614 van 23 Maart 1990.

**4. HOLIDAY FUND BOOK**

4.1 Application for a Holiday Fund book shall be made to the Council by every employee upon whom the provisions of this Agreement are binding within 20 days of accepting employment in the Industry.

4.2 The secretary shall maintain an alphabetical and numerical register of all applications for Holiday Fund books and allocate a specific number in respect of each applicant which shall be recorded on the book. The said register shall provide the following information in respect of each employee on whom the provisions of this Agreement are binding:

- (a) Full name;
- (b) date of birth;
- (c) identity card number;
- (d) trade or occupation;
- (e) race and nationality;
- (f) Holiday Fund number allocated by the Fund.

4.3 The closing date in respect of contributions in respect of any particular year shall be the second Friday in October.

4.4 Every employer on whom the provisions of this Agreement are binding shall, when making payment to the Council in respect of allowances and/or contributions, record the employee's Holiday Fund number and identity number.

**CHAPTER 6****FUNDS**

The provisions contained in clauses 1.1 (a), 1.1 (b), 2, 3, 4, 5, 6, 7 (excluding 7.1.3, 7.3, 7.4 and 7.5), 8, 9 and 10 of Chapter 5 of *Government Gazette* No. 10720 Notice R. 899 of 24 April 1987, as amended, shall be binding on all employers and employees in the Building Industry within the area of jurisdiction of this Council.

Signed at Johannesburg on this the 14th day of January 1992.

**F. G. MAYSTON,**  
Vice-Chairman.

**J. M. DE CASTRO,**  
Member of Council.

**P. F. M. DE BRUYN,**  
Secretary Northern Area.

**DEPARTMENT OF NATIONAL  
HEALTH AND POPULATION  
DEVELOPMENT**

No. R. 830

20 March 1992

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT No. 54 OF 1972)

REGULATIONS GOVERNING TOLERANCES FOR FUNGUS-PRODUCED TOXINS IN FOODSTUFFS: AMENDMENT

The Minister of National Health has, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), made the regulations contained in the Schedule hereto.

**SCHEDULE**

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 313 of 16 February 1990, as corrected by Government Notice No. R. 614 of 23 March 1990.

## Quantity surveyors suffering

QUANTITY surveyors are suffering in today's difficult economic conditions, with more firms battling than doing well, says Association of Quantity Surveyors president-elect Wally Brink.

"The demand for commercial and industrial space has been held back over the past 10 years because of SA's economic isolation, and it will probably be another two years before the industry booms."

Brink says the industry had been rationalised but there had been no retrenchments, with staff at some firms being offered no increases or even taking salary reductions. *B. W. 8/14/19*

"However, they know they will be rewarded when the upturn comes."

Demand for commercial and industrial space had been falling for 10 years, with the past two years seeing demand dropping substantially, he says.

Quantity surveyors were involved in about 40% of all construction work, but

few of them were involved to any degree in housing at the moment.

If demand for the services of quantity surveyors was to grow substantially, there would have to be growth in the housing market. *(33)*

However, Brink cautions that if there is a "massive boom" there will be a dramatic rise in building costs, and any price increases will need to be controlled.

While market conditions are tight and all players in the building and construction field are cutting costs, the industry needs the skills of the quantity surveyor.

This was shown by the fact that universities reflected full capacity for their courses in the profession, with the number of students in their final year being consistently double that of 10 years ago.

"While employment opportunities have been tight, this situation has bottomed out and graduates will now be more readily able to find employment," he says.



Building site tragedy . . . a worker stands in the underground parking area of the Ferndale office complex shortly after a 100 sq m section of roofing collapsed, killing a man and injuring four. Picture: Jacob Rykliff

## Worker killed, 4 hurt as roofing collapses

By Guy Jepson

33

STAR 23/4/92

A 100 m square section of concrete roofing collapsed on workers in the underground parking area at a partially completed building site in Ferndale, Randburg, at midday yesterday, killing one man and injuring four.

Many other workers in an adjacent section of the site's 420 sq m parking area escaped uninjured as huge reinforced concrete slabs and steel supports rained down on their colleagues.

Emergency services personnel were at the building site —

the proposed corporate headquarters of the Prime-Rand Office Furniture Group on the corner of Dover Street and Pretoria Avenue — within two minutes of receiving the call.

"We found two men lying under the concrete and immediately started digging. It was a combined operation — the traffic department and even bystanders joined in," said Randburg's chief fire officer, Nic van Dyk.

"One of the guys was dead; the other was lying under a concrete slab about 3 m long and 2 m high. We had to use the jaws of life to move it without

hurting him. He had head injuries, leg injuries and scratches and bruises."

Mr van Dyk said the seriously injured man was taken to the Crown Mines Hospital where he was in a stable condition late yesterday afternoon.

Three other workers who had suffered lesser injuries were treated on the scene by ambulance personnel.

Alfred Mbayiza, a construction worker standing at ground level a few metres from the collapsed roofing, said he felt the floor shaking at about 11.50 pm.

"I was confused, I was thinking of the people working under

there. Some managed to escape — there were about 20 workers underground.

"There was someone on top of the floor when it went down. I screamed 'Lucas!, Lucas!' — he tried to run away but the steel hit him."

Mark Immerman, managing director of Prime-Rand Office Furniture, described the collapse as a terrible tragedy.

"We feel very sad that there has been a loss of life. The construction has been certified and the engineers were happy. There must be an inquiry — we don't know what happened," Mr Immerman said.

# White House in policy shake-up

STAR 715192 (33)

WASHINGTON — The administration is working on a new domestic policy programme to deal with problems exposed by last week's violence in Los Angeles and to counter criticism of its own lack of ideas.

President George Bush has arrived in Los Angeles for a two-day visit to tour the riot-torn areas of the city and discuss reconstruction measures with local leaders.

The administration has been stung by intense foreign criticism of the imperfections of US justice following the acquittal on charges of assault of four white police officers who had been filmed savagely beating a black motorist.

But Republicans have also been put on the defensive by criticism of their own neglect of urban problems during

the 11 years they have held the White House.

The administration is emphasising that it has in fact increased spending on many of the Great Society programmes, such as Medicaid and food stamps. Every single agency of government was spending more than in the Eighties, said Jack Kemp, secretary of housing and urban development.

Mr Kemp has long been the principal and sometimes only advocate within the Bush Cabinet of a more active domestic policy agenda, based on the empowerment of poor people by helping them accumulate capital to buy homes and start businesses.

His ideas are now likely to receive more enthusiastic support from the White House. — Financial Times News Service.

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**TECHNIKON WITWATERSRAND**  
**Careers Expo 1992**  
**12, 13, 14, May 1992**  
 12:00 - 19:00 daily  
 A Skills Survey

The Technikon Witwatersrand is running a career programme next week to help matric pupils.

**The beauty business looks good**

The beauty therapy industry is in a phase of growth and development and is currently re-training the importance of well-trained therapists.

People are required to walk into a job situation and combine theoretical knowledge with practical skills. For this reason, technician diploma-holders are preferred as opposed to those training at private institutions.

Technikon-qualified therapists (National Diploma in Beauty Technology) are in high demand and job opportunities include positions at beauty salons, health spas, gymsnasiums, electrolysis clinics and cosmetic companies.

Whis Technikon graduates have a good relationship with related paramedical and medical professions.

They can broaden their scope by liaising with plastic surgeons, performing treatments such as manual lymph drainage, soft intra-need laser therapy, cosmetic camouflage and other general pre and post-operative maintenance treatments.

Dermatologists may benefit from working closely with a beauty technologist performing highly skilled facial maintenance treatments to improve healing, reduce scarring and enhance recovery.

The prospects and advancement in pursuing a career in Beauty Technology are almost endless.

**Making the right choice**

Matric pupils in South Africa are currently faced with the single most important decision at this point in their lives - choosing a career.

Their future happiness, because of the satisfaction and fulfilment they will derive from their jobs, will depend on this decision.

To help the country's matric pupils make informed decisions about this all-important matter, the Technikon Witwatersrand (TWR) will host a careers exhibition - Career Expo 92 - at its Doornfontein campus from Tuesday May 12 to Thursday May 14.

On display will be no fewer than 50 possible careers - with academic staff at hand to give

expert first-hand information and advice. Visitors will also receive informative brochures to study at home.

An additional 14 stalls will be manned by companies to give career opportunities, bursaries, student loans, practical training and many more aspects of your chosen career.

Moreover, a series of 50 lectures will be presented daily to explain the career opportunities offered by TWR. Question and answer sessions will help to clear up uncertainty.

Groups of pupils and teachers will be taken on tours of the campus and be shown such facilities as laboratories, architectural and art studios.

**Where to go, and when, to clear up confusion about your career**

<b>Time</b>	<b>Venue: 5309</b>
2 pm	Student Counselling (May 13 and 14 only)
3 pm	Company Administration
4 pm	Information Technology
5:30 pm	Management (May 13 and 14 only)
18:15	Marketing
<b>Time</b>	<b>Venue: 4309</b>
2 pm	Ambulance and Emergency Care
3 pm	Beauty Technology
4:45 pm	Dental Technology
5:30 pm	Medical Technology
6:15 pm	Biotechnology
<b>Time</b>	<b>Venue: 2309</b>
3 pm	Chemical Engineering
4 pm	Personnel Management
5 pm	Graphic Design
<b>Time</b>	<b>Venue: 5407</b>
2 pm	Packaging Management
3 pm	Organisation and Work Study
4:45 pm	Industrial Engineering
5:30 pm	Production Management
6:15 pm	Retail Business Management
<b>Time</b>	<b>Venue: 4407</b>
3 pm	Hotel and Catering Management
4 pm	Building
4:45 pm	Civil Engineering
<b>Time</b>	<b>Venue: 1407</b>
3 pm	Metallurgical Engineering
4 pm	Student Counselling (May 13 and 14 only)
4:45 pm	Secretarial Training and Office Administration
5:30 pm	Public Relations

**Excellent mining opportunities**

The mining industry is by far the most important industry in the South African economy and offers excellent career opportunities.

The school offers courses in Coal Mining, Economic Geology, Extraction Metallurgy and Mine Surveying.

The diplomas provide students with both the theoretical and practical knowledge skills applicable to the middle management position on a mine.

**Entry requirements:**

- A matric certificate with a D in mathematics (Standard Grade) or E symbol (Higher Grade). A science subject at this level is a distinct advantage.
- Good communication skills - be able to make unsupervised decisions and enjoy a challenging job.

At National Higher Diploma level, advanced practical and theoretical knowledge is gained, sufficient to competently carry out the job requirements of a middle management position on a mine.

Before being accepted, you must try to obtain employment as a "student mine official" at a mining house, or obtain sponsorship from the mining house that will include the initial investment at the Technikon Witwatersrand.

Prospective students should contact the Manpower Department to obtain employment or bursary opportunities. If this is not successful you can contact the Head of the Mining Department at the Technikon Witwatersrand.

**These technologists help to build future**

The field of expertise of the qualified architectural technologist is mainly in construction methods and materials.

This expertise is employed to translate architectural designs into technical drawings and specifications used for the construction of buildings.

Employment opportunities exist with architectural practices, government institutions, property developers and others.

The technologist communicates by graphic means and prepares drawings for building contracts.

A technologist's job is mainly to advise and make decisions about building materials and elements and how they are assembled to form effective buildings. Other skills include presentation drawing, surveying (using optical instruments), office management, building site supervision, negotiations with local authorities and application of building regulations.

The first and third year of the Architectural Technology course require full-time study, the second year entails working for a firm of architects whilst studying part-time.

Entrance requirements include matric with mathematics and the successful completion of a one-day selection programme.

Classes commence in January of each year. Applications should be made before August 15 of the preceding year and selection is done in December.

Other courses are offered in Building, Mechanical Engineering, Civil Engineering, Chemical Engineering, Construction Management and Quantity Surveying, Electrical Engineering, Metallurgical Engineering, Town and Regional Planning.

**Reach for the sky**

In the field of further qualifications, the Technikon Witwatersrand offers the National Higher Diploma in Technology (one year) and the Laureatus in Technology (Masters plus one year).

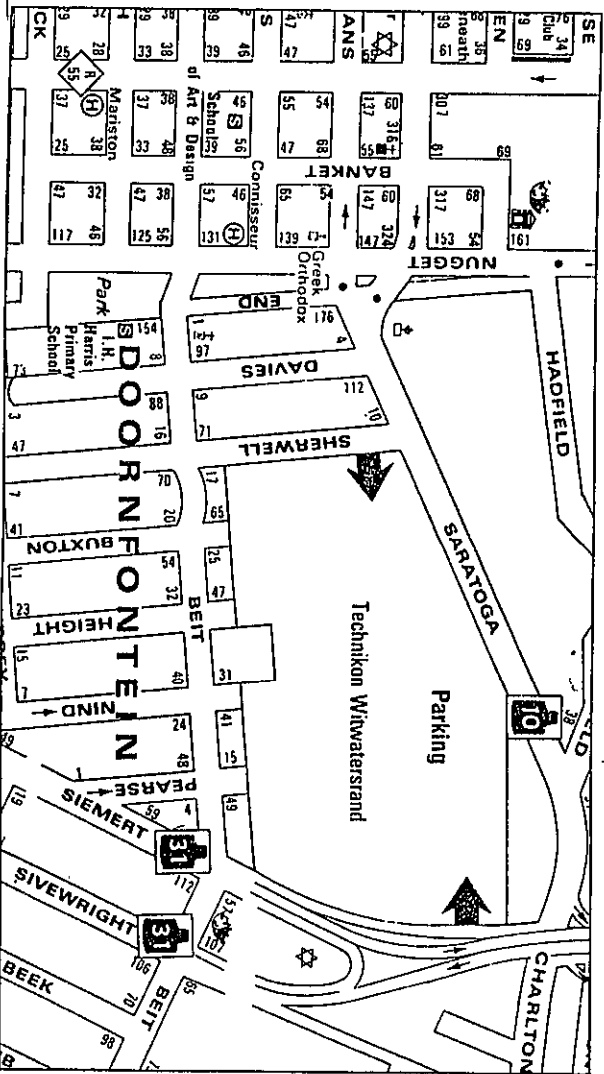
**Competitive environment**

The Clothing Technology department offers two courses: National Diploma in Clothing Design (three years) and the Production (three years).

The South African fashion and clothing industry is the second largest employer after the mining industry.

It is moving through a period of rapid technological change that creates a competitive trading environment.

The fashion and clothing industry expects diploma-holders to be commercially viable and productive from the onset.



# 400 Cawu members go on strike

Sowetan 13/5/92

ALMOST 400 Construction and Allied Workers Union (Cawu) members employed by Blue Circle Cement at three plants embarked on a legal strike yesterday.

A Cawu statement said the plants affected were Lichtenburg (Western Transvaal), Hennenman (OFS) and Industria (Johannesburg).

A ballot held recently showed 88 percent of the workers were in favour of the strike.

The strike is mainly over wages, Cawu said, with the

union demanding an across-the-board increase of R1,10 an hour or 18,5 percent, whichever is the greater; while the company offered 93 cents an hour or 16 percent.

The union's initial demand was R1,50 across-the-board or 35 percent.

The union also demanded payment for Family Day (December 26) and Easter Monday as public holidays, as well as an overtime food allowance of R10 calculated from the first hour of overtime worked, not three hours. - Sapa.

33

# Building boost for matriculants

*Sowetan 14/5/92*  
A low cost opportunity in the building industry has been provided for young black Matric school leavers by the Engineering Management Services (EMS) in Germiston.

The company is offering draughtmanship courses to individuals who are aspiring to become entrepreneurs in the townships at a time when unemployment and poverty are rife in the country.

The course may enable young and old to acquire jobs and skills in township planning, home improvements and other housing related projects.

The housing backlog in the country is estimated by the Urban Foundation to be 1,2 million units.

EMS' manager Mr Geoff Cooke said apprentices needed effective training. The building industry needed cost effective training methods.

He said: "The EMS draughting training centre in Germiston satisfies those needs. If you cannot obtain an apprenticeship then this is for you.

"It may be the only route open to you."

The company draughtmanship training school has places available on its courses and is looking for companies within Murray and Roberts to sponsor either their employees or private individuals.

At present there are about 100 black and white students who are doing more advanced courses including mechanical materials handling, civils, piping, electrical, structural steelwork including reinforcing, township services and form work - to a level not catered for at colleges and technikons.

One of the students, Mr Buti Masilela, who obtained a school leaving certificate in 1987 and could not find

33  
By JOSHUA RABOROKO

employment, told *Sowetan* Property that he was aspiring to become a township planner and to create jobs.

He was optimistic that after completing his course he would become self-employed, he said, adding, "not all of us can be lawyers and doctors. Some have to exploit other avenues".

Another student, Mr Abiel Phosisi, from Katlehong, said that the course was an eye-opener to many.

Training was intensive and disciplined, on a full-time five days a week. Potential candidates were screened by the manager, using aptitude tests and interviews, Cooke said.

The school became a private training centre in 1981. It had trained 450 apprentices from over 100 companies other than Murray and Roberts, another 150 under the Mossgas contract, and has also trained 250 private individuals.

On average in the past years there were 80 trainees from over 100 companies at any one time in the school. However, the recession during the mid-1980s reduced the intake from industry to a trickle, a situation which showed no sign of changing for the better.

"Due to this reduction in corporate sponsorship, the only route left to young South Africans wishing to obtain skills is privately, paying their own fees.

Any interested parties should contact Cooke directly on (011) 825-6847. Alternatively write to him at PO Box 585, Bedfordview 2008, or visit the school, corner President and Simmer Streets, Germiston.


Soos gemagtig, vir en namens die partye by die Raad op die sesde dag van November 1991 te Oos-Londen onderteken.

**S. B. MATTHEUS,**  
Voorsitter.

**D. CAMPHER,**  
Ondervoorsitter.

**G. R. J. STRYDOM,**  
Assistentsekretaris.

Signed at East London as authorised, for and on behalf of the parties to the Council, this sixth day of November 1991.

**S. B. MATTHEUS,**  
Chairman. 

**D. CAMPHER,**  
Vice-Chairman.

**G. R. J. STRYDOM,**  
Assistent Secretary.

**No. R. 1365**

**15 Mei 1992**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**BOUNYWERHEID, OOS-LONDEN: HERBEKRAFTIGING VAN HOOFOOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

**G. M. E. CARELSE,**  
Adjunkminister van Mannekrag.

**BYLAE**

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,  
OOS-LONDEN**

**OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Building Industries Association (East Cape)**

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

**Amalgamated Union of Building Trade Workers of South Africa**

**Amalgamated Society of Woodworkers of South Africa  
Transport Workers' Union of South Africa**

en

**Construction and Allied Workers Union**

**No. R. 1365**

**15 May 1992**

**LABOUR RELATIONS ACT, 1956**

**BUILDING INDUSTRY, EAST LONDON: RE-ENACTMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 23 October 1992, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 23 October 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

**G. M. E. CARELSE,**  
Deputy Minister of Manpower. 

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,  
EAST LONDON**

**AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Building Industries Association (East Cape)**

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

**Amalgamated Union of Building Trade Workers of South Africa**

**Amalgamated Society of Woodworkers of South Africa  
Transport Workers' Union of South Africa**

and

**Construction and Allied Workers Union**

33



(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

### 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings;

(b) in die landdrostdistrik Oos-Londen (uitgesonderd daardie gedeeltes wat ingevolge Goewermmentskennisgewings Nos. 1877 en 1079 van 14 September 1981 en 10 Junie 1988 onderskeidelik oorgeplaas is vanaf Ciskei).

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Mannekragopleiding, 1981, of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;

(b) is hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:

(i) Woonhuise teen 'n koste van minder as R14 000, en

(ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

### 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (i) van die wet vasstel en bly van krag tot 23 Oktober 1992.

### 3. SPESIALE BEPALINGS

Klousules 50 en 51 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 2094 van 14 Oktober 1988, soos gewysig, verleng, hernieu en herbekragtig van tyd tot tyd (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

### 4. ALGEMENE BEPALINGS

Klousules 3 tot en met 49 en 52 tot en met 54 van die Vorige Ooreenkoms, soos gewysig, verleng, hernieu en herbekragtig van tyd tot tyd, is van toepassing op werkgewers en werknemers.

### 5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS: WOORDOMSKRYWING

In klousule 3, skrap die omskrywing van "Operateur Graad II" in sy geheel, en skrap die uitdrukking "Operateur Graad II" waar dit ook al dwarsdeur die Ooreenkoms voorkom.

### 6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS: LONE

Vervang die tabel in subklousule (1) deur die volgende:

	"Per uur sent
(a) Algemene Werker .....	400
(b) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg .....	450
meer as 1 814 kg tot en met 4 536 kg .....	550
meer as 4 536 kg .....	600
(c) Bediener van 'n kragkraan .....	550
(d) Operateur graad 1 .....	550
(e) Ambagsman .....	900"

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Building Industry, East London.

### 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed—

(a) by all employers and by all employees who are engaged or employed in the Building Industry who are members of the employers' organisation and the trade unions, respectively;

(b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1877 and 1079 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000, and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in operation until 23 October 1992.

### 3. SPECIAL PROVISIONS

The provisions contained in clauses 50 and 51 of the Agreement published under Government Notice R. 2094 of 14 October 1988, as amended, extended, renewed and re-enacted from time to time hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

### 4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 49, inclusive, and 52 to 54 of the Former Agreement as amended, extended, renewed and re-enacted from time to time shall apply to employers and employees.

### 5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITION

In clause 3 delete the definition of "Operator Grade II" in its entirety, and delete the expression "Operator Grade II" wherever it occurs throughout the Agreement.

### 6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

Substitute the following for the table in subclause (1):

	"Per hour cents
(a) General Worker .....	400
(b) Driver of mechanical vehicle with net carrying capacity of—	
up to and including 1 814 kg .....	450
over 1 814 kg up to and including 4 536 kg .....	550
over 4 536 kg .....	600
(c) Operator of a power crane .....	550
(d) Operator Grade 1 .....	550
(e) Artisan .....	900"

**7. KLOUSULE 18 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF**

Voeg die volgende subklousules in na subklousule (c):

(d) Vanaf 16h30 op Vrydag, 13 Desember 1991 tot 07h30 op Maandag, 13 Januarie 1992;

(e) Vanaf 16h30 op Vrydag, 18 Desember 1992 tot 07h30 op Maandag, 11 Januarie 1993.

**8. KLOUSULE 19 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF**

Vervang die tabel in subklousule (2) (a) deur die volgende:

	<i>"Per uur sent"</i>
(i) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg .....	59
meer as 1 814 kg tot en met 4 536 kg .....	67
meer as 4 536 kg .....	72
(ii) Bediener van 'n kragkraan .....	67
(iii) Operateur graad 1 .....	67
(iv) Ambagsman .....	97½
(v) Algemene Werker .....	37"

**9. KLOUSULE 20 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN OPENBARE VAKANSIEDAE**

In subklousule (1), voeg "Werkersdag" in na "Hemelvaartdag".

**10. KLOUSULE 22 VAN DIE VORIGE OOREENKOMS: VAKANSIEFONDS**

Vervang die tabel in subklousule (1) deur die volgende:

	<i>"Per week R"</i>
(a) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
(i) tot en met 1 814 kg .....	24,78
(ii) meer as 1 814 kg tot en met 4 536 kg .....	28,14
(iii) meer as 4 536 kg .....	30,24
(b) Bediener van 'n kragkraan .....	28,14
(c) Operateur graad 1 .....	28,14
(d) Ambagsman .....	40,95
(e) Algemene Werker .....	15,54"

**11. KLOUSULE 23 VAN DIE VORIGE OOREENKOMS: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID**

In subklousule (2), vervang die uitdrukking "15c" deur die uitdrukking "45c".

**12. KLOUSULE 29 VAN DIE VORIGE OOREENKOMS: ALGEMENE FONDSE VAN DIE RAAD**

(1) Vervang in subklousule (1) die uitdrukkings "91c", "79c" en "64c" deur onderskeidelik die uitdrukkings "R1,25", "R1,13" en "R1,00" en vervang "R5,00" deur "R10,00".

(2) In subklousule (4), vervang die uitdrukking "R5,00" deur die uitdrukking "R10,00".

**13. KLOUSULE 34 VAN DIE VORIGE OOREENKOMS: PENSIOENFONDS**

In subklousule (2) (a), vervang die uitdrukkings "65c", "R27,30" en "R54,60" waar hulle ook al voorkom deur onderskeidelik die uitdrukkings "74c", "R31,08" en "R62,16".

**7. CLAUSE 18 OF THE FORMER AGREEMENT: ANNUAL LEAVE**

Insert the following subclauses after subclause (c):

(d) from 16h30 on Friday, 13 December 1991, until 07h30 on Monday, 13 January 1992;

(e) from 16h30 on Friday, 18 December 1992, until 07h30 on Monday, 11 January 1993.

**8. CLAUSE 19 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF ANNUAL LEAVE**

Substitute the following for the table in subclause (2) (a):

	<i>"Per hour cents"</i>
(i) Driver of mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg .....	59
over 1 814 kg up to and including 4 536 kg .....	67
over 4 536 kg .....	72
(ii) Operator of a crane .....	67
(iii) Operator Grade 1 .....	67
(iv) Artisans .....	97½
(v) General Workers .....	37"

**9. CLAUSE 20 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF PUBLIC HOLIDAYS**

Insert "and Workers' Day" after "Ascension Day".

**10. CLAUSE 22 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF HOLIDAY FUND**

Substitute the following for the table in subclause (1):

	<i>"Per week R"</i>
(a) Driver of mechanical vehicle with a net carrying capacity of—	
(i) up to and including 1 814 kg .....	24,78
(ii) over 1 814 kg up to and including 4 536 kg .....	28,14
(iii) over 4 536 kg .....	30,24
(b) Operator of crane .....	28,14
(c) Operator Grade 1 .....	28,14
(d) Artisan .....	40,95
(e) General Worker .....	15,54"

**11. CLAUSE 23 OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND**

In subclause (2), substitute the expression "45 cents" for the expression "15 cents".

**12. CLAUSE 29 OF THE FORMER AGREEMENT: GENERAL FUNDS OF THE COUNCIL**

(1) In subclause (1), substitute the expressions "R1,25", "R1,13" and "R1,00" for the expressions "91c", "79c" and "64c", respectively, and "R10,00" for "R5,00".

(2) In subclause (4), substitute the expression "R10,00" for the expression "R5,00".

**13. CLAUSE 34 OF THE FORMER AGREEMENT: PENSION FUND**

In subclause (2) (a) substitute the expressions "74c", "R31,08" and "R62,16" for the expressions "65c", "R27,30" and "R54,60", respectively, wherever they occur in this subclause.

**14. KLOUSULE 37 VAN DIE VORIGE OOREENKOMS: BYDRAES TOT DIE MEDIESE BYSTANDFONDS**

(1) In subklousule (1), vervang die uitdrukkings "36c", "R15,12" en "R30,24" deur onderskeidelik die uitdrukkings "39c", "R16,38" en "R32,76".

(2) In subklousule (2), vervang die uitdrukking "R30,24" deur die uitdrukking "R32,76".

**15. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS: SIEKTEBYSTANDSTOELAE**

In subklousule (1), vervang die uitdrukkings "2c", "1c" en "½c" deur die uitdrukkings "4c", "2c" en "1c" waar dit onderskeidelik in die subklousule voorkom.

**16. KLOUSULE 46 VAN DIE VORIGE OOREENKOMS: BYDRAES TOT DIE SIEKTEBYSTANDSFONDS**

Vervang die uitdrukkings "R1,68", "84c" en "42c" deur die uitdrukkings "R3,36", "R1,68" en "84c".

**17. KLOUSULE 52 VAN DIE VORIGE OOREENKOMS: VAKVERENIGINGLEDEGELD**

Skrap subklousule (5).

Namens die partye op hede die 8ste dag van Oktober 1991 te Oos-Londen onderteken.

**D. B. CAPLES,**  
Voorsitter.

**G. SMITH,**  
Ondervoorsitter.

**G. R. REED,**  
Sekretaris.

**14. CLAUSE 27 OF THE FORMER AGREEMENT: CONTRIBUTIONS TO THE MEDICAL AID FUND**

(1) In subclause (1), substitute the expression "39c", "R16,38" and "R32,76" for the expression "36c", "R15,12" and "R30,24", respectively, wherever they occur in the subclause.

(2) In subclause (2), substitute the expression "R32,76" for the expression "R30,24".

**15. CLAUSE 45 OF THE FORMER AGREEMENT: SICK PAY ALLOWANCE**

In subclause (1), substitute the expressions "4c", "2c" and "1c", for the expressions "2c", "1c" and "½c", respectively, wherever they appear in this subclause.

**16. CLAUSE 46 OF THE FORMER AGREEMENT: CONTRIBUTIONS TO THE SICK PAY FUND**

Substitute the expressions "R3,36", "R1,68" and "84c" for the expressions "R1,68", "84c" and "42c" respectively:

**17. CLAUSE 52 OF THE FORMER AGREEMENT: TRADE UNION SUBSCRIPTIONS**

Delete subclause (5).

Signed at East London, on behalf of the parties, this 8th day of October 1991.

**D. B. CAPLES,**  
Chairman.

**G. SMITH,**  
Vice Chairman.

**G. R. REED,**  
Secretary.

**DEPARTEMENT VAN NASIONALE  
GESONDHEID EN BEVOLKINGS-  
ONTWIKKELING**

No. R. 1344

15 Mei 1992

**ROOKBEHEERSTREEKBEVEL KRAGTENS ARTIKEL 20 VAN DIE WET OP VOORKOMING VAN LUGBESOEDELING, 1965 (WET NO. 45 VAN 1965)**

Ek, Stefanus Johannes Schoeman, Adjunkminister van Nasionale Gesondheid, kondig hierby kragtens artikel 20 van die Wet op Voorkoming van Lugbesoedeling, 1965 (Wet No. 45 van 1965), ondergemelde bevel van die Munisipaliteit van Knysna af wat deur my na oorlegpleging met die Nasionale Adviserende Komitee op Lugbesoedeling bekragtig is.

**MUNISIPALITEIT VAN KNYSNA: TWEDE  
ROOKBEHEERSTREEKBEVEL**

1. Die Munisipaliteit van Knysna verklaar hierby kragtens die bevoegdheid hom verleen by artikel 20 (1) van die Wet op Voorkoming van Lugbesoedeling, 1965, die gebied in die Bylae hiervan omskryf tot 'n rookbeheerstreek.

2. Geen eienaar of okkupeerder van 'n perseel in klousule 3 bedoel, mag in hierdie rookbeheerstreek die uitlating of voortkoming van rook van so 'n digtheid of inhoud dat dit lig in groter mate as 20 persent verdonker, uit sodanige perseel veroorsaak of toelaat nie.

3. Hierdie bevel is van toepassing op—

(a) alle persele en geboue in gebruikstreke geklassifiseer as spesiale woon-, algemene woon-, algemene besigheid- of spesiale besigheidstreke of as streke vir spesiale, onbepaalde, landbou-, inrigtings-, onderrig- of munisipale doeleindes: Met dien verstande dat waar industriële

**DEPARTMENT OF NATIONAL  
HEALTH AND POPULATION  
DEVELOPMENT**

No. R. 1344

15 May 1992

**SMOKE CONTROL ZONE ORDER IN TERMS OF SECTION 20 OF THE ATMOSPHERIC POLLUTION PREVENTION ACT, 1965 (ACT NO. 45 OF 1965)**

I, Stefanus Johannes Schoeman, Deputy Minister of National Health, hereby in terms of section 20 of the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965), promulgate the undermentioned order of the Municipality of Knysna, which was confirmed by me after consultation with the National Air Pollution Advisory Committee.

**MUNICIPALITY OF KNYSNA: SECOND  
SMOKE CONTROL ZONE ORDER**

1. The Municipality of Knysna hereby declares, under and by virtue of the powers vested in it by section 20 (1) of the Atmospheric Pollution Prevention Act, 1965, the area defined in the Schedule hereto to be a smoke control zone.

2. In this smoke control zone no owner or occupier of any premises referred to in Clause 3 shall cause or permit the emanation or emission from such premises of smoke of such density or content that it obscures light to an extent greater than 20 per cent.

3. This order shall apply to—

(a) all premises and buildings in use zones classified as special residential, general residential, general business or special business zones or as zones for special, undetermined, agricultural,

**TABEL**

*Naam van nywerheidsraad:* Nywerheidsraad vir die Bounywerheid (Transvaal).

*Datum waarop aansoek ingedien is:* 19 Februarie 1992.

*Belange en gebiede ten opsigte waarvan aansoek gedoen word:* Die Bounywerheid en die Dimensionele Klipmesselnywerheid in die landdros-distrikte Alberton, Amersfoort, Balfour, Barberton, Belfast, Benoni, Bethal, Bloemhof, Boksburg, Brakpan, Brits, Bronkhorstspuit, Carolina, Christiana, Coligny, Cullinan, Delareyville, Delmas, Ellisras, Ermelo, Germiston, Groblersdal, Heidelberg (Tvl.), Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Koster, Krugersdorp, Letaba, Lichtenburg, Lydenburg, Marico, Messina, Middelburg (Tvl.), Nelspruit, Nigel, Oberholzer, Pelgrimsrus, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Roodepoort, Rustenburg, Sasolburg, Schweizer-Reneke, Soutpansberg, Springs, Standerton, Swaruggens, Thabazimbi, Vanderbijlpark, Ventersdorp, Vereeniging, Volksrust, Wakkerstroom, Warmbad, Waterberg, Waterval-Boven, Westonaria, Witbank, Witrivier, Wolmaransstad en Wonderboom.

Vir die doeleindes hiervan word bovermelde nywerhede soos volg omskryf:

(1) "**Bounywerheid**" beteken, soos onder die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op die knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat uitgevoer of verrig word deur persone in genoemde Nywerheid wat betrokke is by die volgende ambagte of onderafdelings daarvan:

*Asfaltering*, wat die volgende insluit: Die bedekking van vloere of plat en/of skuins dakke, of die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltvelle met geglasuurde of ongeglasuurde oppervlakte, hetsy met gebruikmaking van teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastiek of emulsie-asfalt of -bitumen, wat óf warm óf koud aan sodanige dakke, vloere, kelders of fondamente aangewend word;

*messelwerk*, wat die volgende insluit: Betowering en die aanbring van betonblokke, -blaaie of -plate, die beteëling van mure en vloere, die voegstryking van steenwerk, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, riool lêwerk, leiwerk, pandekking en die sementkalfatering van erderiole;

*lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

*beglasing*, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike produkte in die sponnings gevorm in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee gepaard gaan;

**TABLE**

*Name of industrial council:* Industrial Council for the Building Industry. 33

*Date on which application was lodged:* 19 February 1992.

*Interests and area in respect of which application is made:* The Building Industry and Dimensional Stone Industry in the Magisterial Districts of Alberton, Amersfoort, Balfour, Barberton, Belfast, Benoni, Bethal, Bloemhof, Boksburg, Brakpan, Brits, Bronkhorstspuit, Carolina, Christiana, Coligny, Cullinan, Delareyville, Delmas, Ellisras, Ermelo, Germiston, Groblersdal, Heidelberg (Tvl.), Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Koster, Krugersdorp, Letaba, Lichtenburg, Lydenburg, Marico, Messina, Middelburg (Tvl.), Nelspruit, Nigel, Oberholzer, Phalaborwa, Pietersburg, Piet Retief, Pilgrim's Rest, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Roodepoort, Rustenburg, Sasolburg, Schweizer-Reneke, Soutpansberg, Springs, Standerton, Swaruggens, Thabazimbi, Vanderbijlpark, Ventersdorp, Vereeniging, Volksrust, Wakkerstroom, Warmbaths, Waterberg, Waterval-Boven, Westonaria, White River, Witbank, Wolmaransstad and Wonderboom. For the purposes hereof.

The above-mentioned industries are defined as follows:

(1) "**Building Industry**" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons in the said industry who are engaged in the following trades or subdivisions thereof:

*Asphalting*, which includes covering floors or flat and/ or sloping roofs or waterproofing or damp-proofing basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

*bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates, tiling walls and floors, jointing brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling and cement-caulking earthenware drains;

*French polishing*, which includes polishing with a brush or pad, and spraying with any composition;

*glazing*, which includes the cutting and/of fixing of all kinds of glass or other like products into the rebates formed in wooden or metal doors, windows, frames or like fixtures, and all operations incidental thereto;

*skrynerwerk*, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynerwerkartikels wat met sodanige toebehore gepaard gaan, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie, met ingegrip van rakkaste, kombuisvaste of ander kombuisvastetoehore wat by die gebou hoort as permanente deel daarvan;

*ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameligte (uitgesonderd elektriese toebehore wat daarmee gepaard gaan) en die beglasing in verband daarmee;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap en bou van sier- en monumentklipwerk), betonnering en die aanbring van inbou van voorafgegiete of kunsklip of marmar, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller en meerdoolige sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaars-gereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende insluit: Versiering, muurplakking, glasuring, distempering, afwitting, kleurekalking, beitsing, vernissing, vlamskildering, marmering, bespuiting, spuitskildering, letterskildering, muurversiering en die gebruik van teer en die produkte daarvan, asook skuring met skuurpapier en alle werk ter voorbereiding vir voormelde werksaamhede, die afskuring (met skuurpapier) van mure en houtwerk, die vulling van barste in mure en die bestopverf van houtwerk;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, modelmakery, vormmakery, die afwerking van gietsels volgens gietvorms, die maak en aanbring van gipsbordplafonne en veselpleister of ander komposisiemateriaal, granoliet-, terrassen- en komposisiebevloering, komposisiemuurbedekking en -polering, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller en meerdoolige sny- en afwerkmasjinerie, voorafgegiete of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*joinery*, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article use, including cupboards, kitchen-dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;

33

*lead light making*, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

*masonry*, which includes stone cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating a Mall and Biax or similar type of portable spinner and flexible cutting, finishing and other stoneworking machinery, other than stone-polishing machinery, and sharpening masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*metalwork*, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metalwork, and the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*painting*, which includes decorating, paperhanging, glazing, distemping, lime and colour washing, staining, varnishing, graining, marbling, spraying, spray painting, signwriting, wall decorating and using tar and its products, and also includes sandpapering and all work preparatory to the aforesaid operations, sandpapering walls and woodwork, filling cracks in walls and puttying woodwork;

*plastering*, which includes modelling, model-making, mould-making, facing casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, and flexible cutting and finishing machinery, precast or artificial stonework, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*loodgieterswerk*, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installing van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstallaste, toonbanke, skerms en binnenshuis los en vaste toebehoere;

*staalwapening en/of staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, leërs, staalbalke, fynplaat, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

*houtwerk*, wat die volgende insluit: Timmerwerk en fineerpaneelwerk en die polering en skuur daarvan, houtbewerking, masjinerie, draaiwerk, houtsnijwerk, die bekleding van alle soorte dakke, die aanbring van klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevoering, met inbegrip van bevoering met hout, linoleum, rubberkomposisie, asfaltiese vloerbedekkings of kurk, en die skuur daarvan met skuurpapier, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller en meerdoelige sny-, afwerk- en poleermasjinerie, bekisting en/of die voorbereiding van vorms vir beton, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie: Met dien verstande dat die lê van linoleum deur 'n verskaffer wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, uitgesluit is van hierdie omskrywing wanneer sodanige lêwerk gepaard gaan met die verkoop van sodanige linoleum en nie deel uitmaak van die direkte koste vir die klant nie; maar

- (a) dit omvat nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika nie; en
- (b) dit is onderworpe aan die bepalings van Hoofstuk V van die Vasstelling gemaak deur die Nywerheidshof, gedateer 1 September 1978, in die saak tussen die Nywerheidsrade vir die Meubelnywerheid, Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid, Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

*plumbing*, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating hot and cold water fitting, fire-prevention equipment installation and the manufacture and fitting of all sheetmetal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*shop, office and bank fitting*, which includes the manufacture and/or fixing of shop fronts, window enclosures, show-cases, counters screens and interior fittings and fixtures;

*steel reinforcing and/or steel construction*, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting of metal in any other form which forms part of a building or structure;

*woodworking*, which includes carpentry and veneer paneling, and the polishing and sandpapering of same, woodworking, machining, turning, carving, the cladding of all types of roofs, the fixing of sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, the drilling and plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt-based floor coverings or cork, and the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, and flexible cutting, finishing and polishing machinery, shuttering and/or the preparing of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer; but—

- (a) does not include the Iron, Steel, Engineering and Metallurgical Industry as defined in paragraph G of the certificate of registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and
- (b) is subject to the provisions of Chapter V of the Determination made by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) "Dimensionele Klipnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om monumentklipwerk, grafstene en gedenktekens op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, en dit omvat alle werk wat uitgevoer of verrig word deur persone daarin wat betrokke is by klipmesselwerk, soos die voorbereiding van klip vir geboue, ornamentele gedenktekens of ander klipwerk, en dit omvat ook die winning van klipblokke met voorafbepaalde fatsoene en groottes deur metodes soos boor, propping of saag vir bou-, klipmessel- en monumentdoeleindes.

*Gebiede en belange ten opsigte waarvan registrasie gehou word:*

1. Die landdrostdistrikte Johannesburg, Germiston, Benoni, Springs, Brakpan, Heidelberg en Nigel, en die gebiede binne 'n straal van 10, 30, 10, 20, 10, 20 en 10 myl vanaf die hoofposkantore van onderskeidelik Klerksdorp, Krugersdorp, Potchefstroom, Vereeniging, Middelburg, Pretoria en Witbank, in die Monumentklipmesselnywerheid soos hieronder omskryf en die Bounywerheid, uitgesonderd die bedrading van of die installering in geboue van verligtings-, verwarmings- of ander permanente elektriese toebehore of die herstel of onderhoud van hysbakke in geboue.

"Monumentklipmesselnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om grafstene of ander monumente oor grafte te maak en/of op te rig en/of om grafte op te bou.

2. Die landdrostdistrik Bethal, ten opsigte van die Bounywerheid, wat—

(a) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid omvat nie soos omskryf in paragraaf G van die registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika; en

(b) onderworpe is aan die bepalings van Hoofstuk V van die Vasstelling gemaak deur die Nywerheidshof, gedateer 1 September 1978, in die saak tussen die Nywerheidsrade vir die Meubelnywerheid, Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid, Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

Adresse van die applikant waar afskrifte van besware afgelewer of waarheen dit gestuur moet word:

(a) *Kantooradres:* Buchanangebou, Lovedaystraat 89, Johannesburg.

(b) *Posadres:* Posbus 3201, Johannesburg, 2000.

Die prosedure voorgeskryf by paragrawe (b), (c), (d), (e) en (f) van artikel 19 (2) van die Wet op Arbeidsverhoudinge, 1956, is *mutatis mutandis* van toepassing in verband met enige besware wat ingedien word ten opsigte van hierdie aansoek om verandering van die registrasiebestek van die Nywerheidsraad.

**G. C. PAPENFUS,**

Assistent-Nywerheidsregistrateur.

(8 Mei 1992)

(2) "Dimensional Stone Industry" means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering monumental stonework, gravestones and memorials, and includes all work executed or carried out by persons therein who are engaged in masonry, such as the preparation of stone for buildings, ornamental memorials or other stonework, and also includes the winning of stone blocks of predetermined shapes and sizes by such methods as drilling, plugging or sawing for building, masonry and monumental purposes.

*Areas and interests in respect of which registration is held:*

1. The Magisterial Districts of Johannesburg, Germiston, Benoni, Springs, Brakpan, Heidelberg and Nigel, and the areas within a radius of 10, 30, 10, 20, 10, 20 and 10 miles from the main post offices of Klerksdorp, Krugersdorp, Potchefstroom, Vereeniging, Middelburg, Pretoria and Witbank, respectively, in the Monumental Masonry Industry as defined hereunder and the Building Industry, excluding the wiring of/or the installation in buildings of lighting, heating or other permanent electrical fixtures or the repair or maintenance of lifts in buildings.

"Monumental Masonry Industry" means the industry in which employers and their employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up graves.

2. The Magisterial District of Bethal in respect of the Building Industry, which—

(a) does not include the Iron, Steel, Engineering and Metallurgical Industry as defined in paragraph G of the certificate of registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(b) is subject to the provisions of Chapter V of the Determination made by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal, Durban and Pietermaritzburg and Northern Areas.

Addresses of the applicant to which copies of objections are to be delivered or posted:

(a) *Office address:* Buchanan Building, 89 Loveday Street, Johannesburg.

(b) *Postal address:* P.O. Box 3201, Johannesburg, 2000.

The procedure laid down in paragraphs (b), (c), (d), (e) and (f) of section 19 (2) of the Labour Relations Act, 1956, shall *mutatis mutandis* apply in connection with any objections lodged in respect of this application for the variation of the registered scope of the Industrial Council.

**G. C. PAPENFUS,**

Assistant Industrial Registrar.

(8 May 1992)



# 20 000 workers lose jobs this year as labour takes recession's punch

NEARLY 20 000 workers have lost their jobs in the mining, engineering, and construction industries so far this year as labour bears the brunt of the prolonged domestic recession.

All three sectors are closely linked. Low gold and other commodity prices have blighted the mining industry, and have had a drastic knock-on effect on those companies which supply the sector with mining equipment and building materials.

Rand Mines yesterday began retrenching 5 000 workers from its marginal Harmony gold mine, just one day after Gen-

West announced 1 000 jobs would go at its West Rand Consolidated gold mine.

Harmony's workforce has fallen from 30 000 workers to 19 000, and now 14 000 on the latest wave of job cuts.

A Gevorgyan spokesman said the group's workforce was 48 000, down from 55 000 at the same time last year. An Anglo American gold and uranium division spokesman said its workforce had fallen to 172 000 at the end of April this year, compared with 181 700 at the same time in 1991.

He said the job-cutting programme at Freegold's north and south divisions, under

EDWARD WEST and MATTHEW CURTIN

way since late 1990, was coming to an end. The mine had lost 15 800 jobs, about 15% of its full complement but early retirements, natural attrition, extended unpaid leave programmes had ensured retrenchments numbered only 4 000.

Employment levels on gold and coal mines are at their lowest level since the late 1970s, says the Chamber of Mines.

Meanwhile, the Steel and Engineering Industries' Federation of SA (Seifesa) said

yesterday that more than 11 000 employees had been retrenched in the metal industry in the first four months of this year.

Seifesa economist Michael McDonald said retrenchments in the first four months of 1992 were worse on a monthly basis than any other time since 1989, and there was little sign of a recovery this year.

Quoting statistics from the National Industrial Council, McDonald said employment of hourly paid workers slumped by 21% to 358 000 in 1991 from 454 000 in 1985. Last year, 34 325 were retrenched. Two years ago, 3 000 signed up for training as

Artisans: Just over 1 000 would be trained this year. Retrenchment levels usually peaked towards the end of a recession. The most serious sector affected was the construction industry, McDonald said.

SA Federation of Civil Engineering Contractors economist Henk Langenhoven said employment in the civil engineering sector dropped from about 96 000 in 1989 to about 60 000 at the end of 1991.

However, he believed the trend had begun to bottom out and he forecast only a 1%-3% drop in employment in the first

Lost jobs by day 3/6/92

quarter of 1992, compared with declines of 11% and 9% in the second and third quarters of 1991 respectively.

Building Industry Federation of SA economist Charles Martin said official statistics indicated that construction industry employment had fallen by 26 000 to 235 000 since 1989. However, he was sceptical of these statistics and believed employment had dropped by more than 40 000 over the period. He predicted further retrenchments this year.

McDonald said the falling number of artisans in the steel industry was especially serious because when the economy improved, there would not be enough skilled workers to cope with production demand. In the longer term, however, employ-

ment levels should pick up with increased exports of manufactured goods, infrastructural growth such as housing, electrification and service industry developments, and the possible development of infrastructure in the southern African region.

Seifesa's statistics also indicated that there had been virtually no production capacity growth over the past decade. However, there was still vast potential for improved production capacity utilisation, he said.

A recent survey showed the main inhibitor of increased production capacity utilisation was an inability to obtain skilled labour for extra shifts. About 70% of SAs manufacturers — aside from continuous processing industries — operated on a one shift basis, said McDonald.

To Page 2



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33

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PRETORIA, 5 JUNIE  
JUNE 1992

No. 14011

## GOEWERMENSKENNISGEWINGS

### DEPARTEMENT VAN OPENBARE WERKE

No. R. 1517

5 Junie 1992

WET OP ARGITEKTE, 1970  
(WET No. 35 VAN 1970)

#### KENNISGEWING KRAGTENS ARTIKEL 7 (3) (b): WYSIGING VAN PROFESSIONELE GELDETARIEF

Ek, Leon Wessels, Minister van Openbare Werke maak hierby bekend dat ek, na oorweging van ter sake dienende aanbevelings deur die Suid-Afrikaanse Raad vir Argitekte gedoen, kragtens artikel 7 (3) (b) van die Wet op Argitekte, 1970 (Wet No. 35 van 1970), die voorsiening in die Bylae hiervan gemaak het.

**L. WESSELS,**

Minister van Openbare Werke.

#### BYLAE

1. In hierdie Bylae beteken "die Kennisgewing" Goewermenskennisgewing No. R. 5 van 3 Januarie 1992.

#### Wysiging van paragraaf 2 van die Kennisgewing

2. Paragraaf 2 van die Kennisgewing word hierby gewysig deur na paragraaf 2.4 die volgende paragraaf in te voeg:

"2.5 Enige gelde of vergoeding bereken of gespesifiseer ingevolge hierdie kennisgewing sluit Belasting op Toegevoegde Waarde uit."

#### Wysiging van paragraaf 7 van die Kennisgewing

3. Paragraaf 7 van die Kennisgewing word hierby gewysig deur paragraaf 7.2 deur die volgende paragraaf te vervang:

"7.2 Behoudens paragraaf 8, is die argitek se vergoeding vir standaard dienste wat hy ooreenkomstig paragraaf 3 uitvoer, tensy

## GOVERNMENT NOTICES

### DEPARTMENT OF PUBLIC WORKS

No. R. 1517

5 June 1992

ARCHITECTS' ACT, 1970  
(ACT No. 35 OF 1970)

#### NOTICE UNDER SECTION 7 (3) (b): AMENDMENT OF TARIFF OF PROFESSIONAL FEES

I, Leon Wessels, Minister of Public Works, hereby make known that, after consideration of relevant recommendations made by the South African Council for Architects, I have under section 7 (3) (b) of the Architects' Act, 1970 (Act No. 35 of 1970), made the provisions in the Schedule hereto.

**L. WESSELS,**

Minister of Public Works.

#### SCHEDULE

1. In this Schedule "the Notice" means Government Notice No. R. 5 of 3 January 1992.

#### Amendment of paragraph 2 of the Notice

2. Paragraph 2 of the Notice is hereby amended by the insertion after paragraph 2.4 of the following paragraph:

"2.5 Any fees or remuneration calculated or specified in terms of the notice are exclusive of Value Added Tax."

#### Amendment of paragraph 7 of the Notice

3. Paragraph 7 of the Notice is hereby amended by the substitution for paragraph 7.2 of the following paragraph:

"7.2 Subject to paragraph 8, the remuneration of the architect for the standard services performed by him in terms of paragraph 3 shall,

andersins met die kliënt ooreengekom, betaalbaar aan die argitek na voorlegging van 'n gelddefaktuur by voltooiing van elke stadium, toegewys soos in paragraaf 7.1 aanbeveel.”.

### Wysiging van Aanhangsel 3

#### 4. Aanhangsel 3 van die Kennisgewing word hierby gewysig—

(a) deur paragraaf (i) deur die volgende paragraaf te vervang:

“(i) Prinsipaal, vennoot, of direkteur—**19,5 sent** per uur per R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie”;

(b) deur paragraaf (ii) deur die volgende paragraaf te vervang:

“(ii) Geregistreerde argitek sowel as prinsipaal, vennoot, of direkteur wat op hierdie vlak dienste lewer—**17,5 sent** per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris, insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 17,5 sent per uur per R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens sal oorskry nie, tensy vooraf ooreengekom”;

(c) deur na paragraaf (ii) die volgende paragraaf in te voeg:

“(iii) Gesalarieerde professionele en tegniese personeel—**15 sent** per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris, insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 15 sent per uur per R100 of gedeelte daarvan, van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens sal oorskry nie, tensy vooraf ooreengekom.”

unless otherwise agreed with the client, become due to the architect on submission of a fee invoice on the completion of each stage, apportioned as recommended in paragraph 7.1.”.

### Amendment of Appendix 3

#### 4. Appendix 3 to the Notice is hereby amended—

(a) by the substitution for paragraph (i) of the following paragraph:

“(i) Principal, partner, or director—**19,5 cents** per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Service: Provided that this hourly rate shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately,”;

(b) by the substitution for paragraph (ii) of the following paragraph:

“(ii) Registered architect as well as principal, partner or director rendering services at this level—**17,5 cents** per hour per R100 or part thereof of his total annual salary including a regular bonus, if any: Provided that this hourly rate shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately: Provided further that this hourly rate shall not exceed 17,5 cents per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Service, unless by prior agreement.”;

(c) by the insertion after paragraph (ii) of the following paragraph:

“(iii) Salaried professional and technical staff—**15 cents** per hour per R100 or part thereof of his total annual salary including regular bonus, if any: Provided that this hourly rate shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall therefore not be charged separately: Provided further that this hourly rate shall not exceed 15 cents per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Service, unless by prior agreement.”.

5. Wysigings 2 en 3 is van toepassing op alle nuwe projekte en op daardie stadiums van 'n projek wat nog nie op 3 Januarie 1992 'n aanvang geneem het nie.

Wysiging 4 is van toepassing op alle nuwe projekte en op daardie stadiums van 'n projek wat nog nie op die datum van publikasie van hierdie kennisgewing 'n aanvang geneem het nie.

**No. R. 1518**

**5 Junie 1992**

**WET OP BOUREKENAARS, 1970  
(WET No. 36 VAN 1970)**

**KENNISGEWING KRAGTENS ARTIKEL 7 (3) (b):  
WYSIGING VAN PROFESSIONELE GELDETARIEF**

Ek, Leon Wessels, Minister van Openbare Werke, maak hierby bekend dat ek, na oorweging van 'n ter sake dienende aanbeveling deur die Suid-Afrikaanse Raad vir Bourekenaars gedoen, kragtens artikel 7 (3) (b) van die Wet op Bourekenaars, 1970 (Wet No. 36 van 1970), die voorsiening in die Bylae hiervan gemaak het.

**BYLAE**

1. In hierdie Bylae beteken "die Kennisgewing" Goewermentskennisgewing No. R. 2285 van 11 November 1988, soos gewysig deur Goewermentskennisgewings Nos. R. 2121 van 7 September 1990 en R. 2330 van 5 Oktober 1990.
2. Die Kennisgewing word hierby gewysig deur paragraaf 22 deur die volgende paragraaf te vervang:

**"22. Tydvordering**

22.1 Waar die werk van so 'n aard is dat ander bepalings van hierdie Geldetarief nie van toepassing is nie, is die gelde 'n tydvordering teen die volgende tariewe per uur wat Belasting op Toegevoegde Waarde uitsluit:

22.1.1 Prinsipaal, vennoot, of direkteur—**19,5 sent** per uur per R100 of gedeelte daarvan, van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie.

22.1.2 Geregistreerde bourekenaar sowel as prinsipaal, vennoot, of direkteur wat op hierdie vlak dienste lewer—**17,5 sent** per uur per R100 of gedeelte daarvan van sy totale jaarlikse salaris insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings

5. Amendments 2 and 3 shall apply to all new projects and to those stages of a project not yet commenced on 3 January 1992.

Amendment 4 shall apply to all new projects and to those stages of a project not yet commenced on the date of publication of this notice.

**No. R. 1518**

**5 June 1992**

**QUANTITY SURVEYORS' ACT, 1970  
(ACT No. 36 OF 1970)**

**NOTICE UNDER SECTION 7 (3) (b): AMENDMENT  
OF TARIFF OF PROFESSIONAL FEES**

I, Leon Wessels, Minister of Public Works, hereby make known that, after consideration of a relevant recommendation made by the South African Council for Quantity Surveyors, I have, under section 7 (3) (b) of the Quantity Surveyors' Act, 1970 (Act No. 36 of 1970), made the provisions in the Schedule hereto.

**SCHEDULE**

1. In this Schedule "the Notice" means Government Notice No. R. 2285 of 11 November 1988, as amended by Government Notices Nos. R. 2121 of 7 September 1990 and R. 2330 of 5 October 1990.
2. The Notice is hereby amended by the substitution for paragraph 22, of the following paragraph:

**"22. Time charge**

22.1 Where the work is of such a nature that other provisions of this Tariff of fees do not apply, the fee shall be a time charge at the following rates per hour which shall be exclusive of Value Added Tax:

22.1.1 Principal, partner, or director—**19,5 cents** per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Service: Provided that this hourly rate shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately.

22.1.2 Registered quantity surveyor as well as principle, partner, or director rendering services at this level—**17,5 cents** per hour per R100 or part thereof of his total annual salary including a regular bonus, if any: Provided that this hourly rate shall be deemed to include establishment charges and charges in

en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 17,5 sent per uur per R100 of gedeelte daarvan van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens sal oorskry nie, tensy vooraf ooreengekom.

22.1.3 Gesalariëerde professionele en tegniese personeel—15 sent per uur per R100 of gedeelte daarvan, van sy totale jaarlikse salaris insluitende 'n gereelde bonus, indien enige: Met dien verstande dat hierdie uurtarief geag word vestigingsheffings en heffings ten opsigte van tyd deur klerklike personeel bestee, in te sluit, wat dus nie afsonderlike heffings uitmaak nie: Met dien verstande voorts dat hierdie uurtarief nie 15 sent per uur per R100 of gedeelte daarvan, van die totale jaarlikse salaris wat in verband staan met 'n Direkteursgradering in die Staatsdiens sal oorskry nie, tensy vooraf ooreengekom."

3. Die regulasies tree in werking op datum van publikasie daarvan in die *Staatskoerant*.

respect of time expended by clerical staff which shall, therefore, not be chargeable separately: Provided further that this hourly rate shall not exceed 17,5 cents per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Services, unless by prior agreement.

22.1.3 Salaried professional and technical staff—15 cents per hour per R100 or part thereof of his total annual salary including a regular bonus, if any: Provided that this hourly rate shall be deemed to include establishment charges and charges in respect of time expended by clerical staff which shall, therefore, not be chargeable separately: Provided further that this hourly rate shall not exceed 15 cents per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Service, unless by prior agreement."

3. The Regulations shall come into effect on the date of publication thereof in the *Government Gazette*.

INHOUD				CONTENTS			
No.		Bladsy No.	Koerant No.	No.		Page No.	Gazette No.
<b>GOEWERMENSKENNISGEWINGS</b>				<b>GOVERNMENT NOTICES</b>			
<b>Openbare Werke, Departement van Goewermentskennisgewings</b>				<b>Public Works, Department of Government Notices</b>			
R. 1517	Wet op Argitekte (35/1970): Wysiging van professionele geldetarief.....	1	14011	R. 1517	Architects' Act (35/1970): Amendment of tariff of professional fees.....	1	14011
R. 1518	Wet op Bourekenaars (36/1970): Wysiging van professionele geldetarief.....	3	14011	R. 1518	Quantity Surveyors' Act (36/1970): Amendment of tariff of professional fees	3	14011

# Industry has had to adapt to radical technology change

*BIP am 10/6/92*  
**BUILDING** industry changes during the past 57 years have been revolutionary.

A gentleman's agreement is now defunct terminology and restrictive clauses are the order of the day, says one of Durban's most senior quantity surveyors, Nathan Abrahams, who celebrates his 75th birthday this month.

"A minefield of contractual legalities has come into being because of the massive escalations in the building price index — a R20 000 project in 1935 would cost about R1,8m by today's standards," he says.

A full-time consultant for Natal's largest firm of quantity surveyors, Walters & Simpson, Abrahams says compiling tender documentation was a laborious process. Procedure had to be followed to the letter.

Today the profession is far more open to lateral thinking, and computers have oiled the wheels of progress.

By the early 1950s, modernisation of building technology came into its own, and Durban's first highrise buildings began to mushroom on the city's skyline.

"The accent in the construction industry was towards labour-saving procedures.

## Affected

"This affected the number of skilled artisans," Abrahams says.

"Apprenticeships shortened and the ranks of highly skilled workmen thinned out alarmingly."

Spiralling costs within the building industry and the lack of skilled workmen led to more simply styled buildings.

In recent years the industry has been forced to adapt to many changes, including conversion to metric measurements and the introduction of VAT.

"The modern era has given rise to a host of specialists within the building industry, with airconditioning, lift technology, electrical systems, safety features and alarm systems standard features in highrise buildings," Abrahams says.

Abrahams says. More university graduates have moved across to work with building firms in project management, and there is generally a higher level of professionalism in the industry.

## Graduates

Two out of every 10 university graduates join the profession.

The balance join building firms and property development companies.

"The good fellowship that exists within the profession has been an important constant to me in my 57 years with Walters & Simpson.

"The dog-eat-dog syndrome, so rampant in today's business world, has not become a trait of our profession."


*Sam Golding*  
 AD MARK  
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## Business

### Boom in building training

THE increased number and distribution of courses displays the growing demand for entrepreneurial training from small builders.

And in turn it shows the Entrepreneurial Development of Southern Africa's ability to respond to the demand.

Citing all this, Edsa chairman Mr Neville Davies says a training contract awarded to the African Builders was a further endorsement of the relevance of the association's training to the needs of its members.

During the year pilot entrepreneurial courses were also introduced for small civil engineering contractors and manufacturers of building related materials. These initiatives have the potential to support the future development of viable enterprises in these areas.

Market conditions have led to a

By JOSHUA RABOROKO

low level of activity for the Small Builders' Bridging Finance Programme. *Sowetan 18/6/92*

A review took place to assess its internal efficiency and its relevance in a changing market environment.

Entrepreneurial Development helped in networking with other organisations to mobilise resources for small builder development.

The Action Forum, in particular, is addressing a number of macro issues which would not otherwise be effectively tackled by any single organisation.

The report says during the year Dr Gordon Sibiyi resigned from the Edsa due to the pressure of other commitments.

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# Slump hits building industry

ARCHITECTS, draughtsmen and quantity surveyors are reeling under the recession, and retrenchments have become commonplace. For the construction industry, already battling for survival, this is grave news. The lack of new work coming on stream means dozens of technikon and university graduates in architecture and allied disciplines face bleak prospects on the job front.

Full report — Page 14

33 CT 30/6/92

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.

**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 anderkant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Kaap, om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2380 van 27 September 1991 (hierna die "Herbekragtigingsooreenkoms" genoem), te wysig.

**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 landdrostdistrikte 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 landdrostdistrik Stockenström geval het), Riversdal, Uitenhage en Uniondale en in die gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963 binne die landdrostdistrik Port Elizabeth geval het, maar uitgesonderd die gedeelte van die landdrostdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. 1974 van 26 September 1980 binne die landdrostdistrik Hankey geval het.

ployers 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.

33

**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 R. 2380 of 27 September 1991 (hereinafter referred to as the "Re-enacting Agreement")

**PART I**

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by all employers and employees who are members of the employers' organisations and the trade unions, 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) 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 Mannekrageopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie;

(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 konstruksietoeseighouers, 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, 13, 15 (2) en (3), 27 en 40 van Deel 1 van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 2217 van 31 Oktober 1980, soos gewysig en herbekragtig (hierna die Vorige Ooreenkoms genoem), nie van toepassing in Gebiede B, C, D, E, en F nie.

## 2. KLOUSULE 8 VAN DEEL I VAN DIE VORIGE OOREENKOMS: LONE

Voeg die volgende nuwe paragraaf (xvii) in na paragraaf (xvi) in subklousule (1) (a):

“(xvii) Werknemers betrokke by elektriese installering wat elektriese montering en bedrading en werksaamhede wat daarmee gepaard gaan insluit:

In die geval van ambagsmanne, die volgende persentasies meer as die loon voorgeskryf in die voorafgaande paragrawe van hierdie subklousule vir die klas werknemer:

Gebied A.....	1,6 persent
Gebied D.....	5,2 persent
Gebied E.....	4,8 persent
Gebied F.....	2,8 persent

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:

Gebied A.....	7,6 persent
Gebied B.....	6,2 persent
Gebied C.....	1,6 persent
Gebied E.....	13,6 persent
Gebied F.....	11,9 persent.”

## 3. KLOUSULE 33 VAN DEEL I VAN DIE VORIGE OOREENKOMS: HEFFING VIR WERKGEWERSORGANISASIE

(1) In subklousule (1) (a), vervang die uitdrukking “42c” deur die uitdrukking “60”.

(2) In subklousule (1) (b), vervang die uitdrukking “R2,60” deur die uitdrukking “R3,00”.

(3) In subklousule (1) (c), vervang die uitdrukking “R1,25” deur die uitdrukking “R1,80”.

## 4. KLOUSULE 36 VAN DEEL I VAN DIE VORIGE OOREENKOMS: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

In subklousule (2), vervang die uitdrukking “15c” deur die uitdrukking “45c”.

(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 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;

(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 of an administrative staff.

(3) Notwithstanding the provisions of subclause (1) (a), the provisions of clauses 12, 13, 15 (2) and (3), 27 and 40 of Part 1 of the Agreement published under the Government Notice No. R. 2217 of 31 October 1980, as amended and re-enacted (hereinafter referred to as the Former Agreement) shall not apply in Areas B, C, D, E and F.

## 2. CLAUSE 8 OF PART I OF THE FORMER AGREEMENT: WAGES

Insert the following new paragraph (xvii) after paragraph (xvi) in subclause (1) (a):

“(xvii) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto:

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:

Area A.....	1,6 per cent
Area D.....	5,2 per cent
Area E.....	4,8 per cent
Area F.....	2,8 per cent

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:

Area A.....	7,6 per cent
Area B.....	6,2 per cent
Area C.....	1,6 per cent
Area E.....	13,6 per cent
Area F.....	11,9 per cent.”

## 3. CLAUSE 33 OF PART I OF THE FORMER AGREEMENT: EMPLOYER ORGANISATION LEVY

(1) In subclause (1) (a), substitute the expression “60c” for the expression “42c”.

(2) In subclause (1) (b), substitute the expression “R3,00” for the expression “R2,60”.

(3) In subclause (1) (c), substitute the expression “R1,80” for the expression “R1,25”.

## 4. CLAUSE 36 OF PART I OF THE FORMER AGREEMENT: THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

In subclause (2), substitute the expression “45c” for the expression “15c”.

**5. KLOUSULE 39 VAN DEEL I VAN DIE VORIGE OOREENKOMS: PENSIOENFONDS**

(1) Vervang subklousule (1) deur die volgende:

“(1) Elke werkgewer op wie Deel I en Deel II van hierdie Ooreenkoms van toepassing is, moet ten opsigte van elkeen van ondergenoemde werknemers in sy diens en wat gedurende 'n week die gewone werkure op drie werkdag gewerk het, ooreenkomstig die prosedure in subklousule (3) van hierdie klousule voorgeskryf, die volgende bedrae aan die Raad betaal.

<i>Klas werknemer en gebied</i>	<i>Per week R</i>
<b>DEEL 1</b>	
(a) Algemene werknemers:	
Gebied A .....	6,71
Gebied B .....	10,35
Gebied C .....	8,55
Gebied D .....	4,23
(b) Halfgeskoolde werknemers:	
Gebied A .....	7,02
Gebied B .....	13,05
Gebied C .....	12,15
Gebied D .....	4,41
(c) Ambagsmansassistenten:	
Gebied A .....	8,64
Gebied B .....	14,85
Gebied C .....	14,85
Gebied D .....	6,53
(d) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg:	
Gebied A .....	7,56
Gebied B .....	12,15
Gebied C .....	11,70
Gebied D .....	4,50
meer as 2 722 kg maar hoogstens 4 536 kg:	
Gebied A .....	7,56
Gebied B .....	14,85
Gebied C .....	12,15
Gebied D .....	5,31
Meer as 4 536 kg:	
Gebied A .....	8,10
Gebied D .....	6,03
(e) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe:	
Gebied A .....	45,22
(f) Wagte, per week van ses dae:	
Gebied A .....	6,71
Gebied B .....	10,35
Gebied C .....	8,55
Gebied D .....	4,89
(g) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Gebied A .....	6,71
Gebied B .....	10,35
Gebied C .....	8,55
Gebied D .....	4,23
(h) Ambagsmanne graad A in die ambagte skilder- en ruitwerk:	
Gebied B .....	23,40
Gebied C .....	23,40
Gebied F .....	18,15

**5. CLAUSE 39 OF PART I OF THE FORMER AGREEMENT: PENSION FUND**

(33)  
(1) Substitute the following for subclause (1):

“(1) Every employer to whom the provisions of Part I and Part I of this Agreement apply, shall in respect of each of the undermentioned employees in his employee and who has worked the ordinary hours of work on three working days during a week pay to the Council in accordance with the procedure prescribed in subclause (3) of this clause, the following amounts.

<i>Category of employee and area</i>	<i>Per week R</i>
<b>PART 1</b>	
(a) General employees:	
Area A .....	6,71
Area B .....	10,35
Area C .....	8,55
Area D .....	4,23
(b) Semi-skilled employees:	
Area A .....	7,02
Area B .....	13,05
Area C .....	12,15
Area D .....	4,41
(c) Journeyman's assistants:	
Area A .....	8,64
Area B .....	14,85
Area C .....	14,85
Area D .....	6,53
(d) Drivers of mechanical vehicles with a pay-load of—	
up to and including 2 722 kg:	
Area A .....	7,56
Area B .....	12,15
Area C .....	11,70
Area D .....	4,50
over 2 722 kg but not exceeding 4 536 kg:	
Area A .....	7,56
Area B .....	14,85
Area C .....	12,15
Area D .....	5,31
Over 4 536 kg:	
Area A .....	8,10
Area D .....	6,03
(e) General foremen, foremen and journeymen in all trades and occupations:	
Area A .....	45,22
(f) Watchmen, per six-day week:	
Area A .....	6,71
Area B .....	10,35
Area C .....	8,55
Area D .....	4,89
(g) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:	
Area A .....	6,71
Area B .....	10,35
Area C .....	8,55
Area D .....	4,23
(h) Grade A journeymen in the painting and glazing trades:	
Area B .....	23,40
Area C .....	23,40
Area F .....	18,15

<i>Klas werknemer en gebied</i>	<i>Per week R</i>	<i>Category of employee and area</i>	<i>Per week R</i>
(i) Ander ambagsmanne in die ambagte skilder- en ruitwerk:		(i) Other journeyman in the painting and glazing trades:	
Gebied B .....	21,95	Area B .....	21,95
Gebied C .....	21,95	Area C .....	21,95
Gebied D .....	13,59	Area D .....	13,59
Gebied E .....	22,40	Area E .....	22,40
Gebied F .....	18,15	Area F .....	18,15
(j) Ambagsmanne graad A in ander ambagte:		(j) Grade A journeyman in other trades:	
Gebied B .....	27,45	Area B .....	27,45
Gebied C .....	27,45	Area C .....	27,45
Gebied D .....	17,28	Area D .....	17,28
Gebied E .....	22,40	Area E .....	22,40
Gebied F .....	18,15	Area F .....	18,15
(k) Ambagsmanne in ander ambagte:		(k) Journeyman in other trades:	
Gebied B .....	22,05	Area B .....	22,05
Gebied C .....	22,05	Area C .....	22,05
Gebied D .....	13,59	Area D .....	13,59
Gebied E .....	22,40	Area E .....	22,40
Gebied F .....	18,15	Area F .....	18,15
<i>Klas werknemer en gebied</i>	<i>Per uur R</i>	<i>Category of employee and area</i>	<i>Per hour R</i>
<b>DEEL II</b>		<b>PART II</b>	
(l) Algemene werknemers:		(l) General employees:	
Gebied A .....	6,71	Area A .....	6,71
Gebied B .....	10,35	Area B .....	10,35
Gebied C .....	8,55	Area C .....	8,55
Gebied D .....	4,23	Area D .....	4,23
(m) Halfgeskoolde werknemers:		(m) Semi-skilled employees:	
Gebied A .....	7,02	Area A .....	7,02
Gebied B .....	13,05	Area B .....	13,05
Gebied C .....	12,15	Area C .....	12,15
Gebied D .....	4,41	Area D .....	4,41
(n) Drywers van meganiiese voertuie met 'n loon vrag van—		(n) Drivers of mechanical vehicles with a pay-load of—	
tot en met 2 722 kg:		up to and including 2 722 kg:	
Gebied A .....	7,56	Area A .....	7,56
Gebied B .....	12,15	Area B .....	12,15
Gebied C .....	11,70	Area C .....	11,70
Gebied D .....	4,50	Area D .....	4,50
meer as 2 722 kg maar hoogstens 4 536 kg:		over 2 722 kg but not exceeding 4 536 kg:	
Gebied A .....	7,56	Area A .....	7,56
Gebied B .....	14,85	Area B .....	14,85
Gebied C .....	12,15	Area C .....	12,15
Gebied D .....	5,31	Area D .....	5,31
meer as 4 536 kg:		over 4 536 kg:	
Gebied A .....	8,10	Area A .....	8,10
Gebied D .....	6,03	Area D .....	6,03
(o) Ambagsmansassistentente:		(o) Journeyman's assistant:	
Gebied A .....	8,64	Area A .....	8,64
Gebied B .....	14,85	Area B .....	14,85
Gebied C .....	14,85	Area C .....	14,85
Gebied D .....	6,53	Area D .....	6,53
(p) Masjienoppassers en saers:		(p) Machine minders and sawyers:	
Gebied A .....	7,02	Area A .....	7,02
Gebied B .....	15,75	Area B .....	15,75
Gebied C .....	14,85	Area C .....	14,85
Gebied D .....	6,53	Area D .....	6,53
(q) Drywers van meganiiese hanteeruitrusting:		(q) Mechanical handling equipment drivers:	
Gebied A .....	7,02	Area A .....	7,02
Gebied B .....	15,75	Area B .....	15,75
Gebied C .....	14,85	Area C .....	14,85
Gebied D .....	6,53	Area D .....	6,53
(r) Skrynerkers, masjienwerkers, saagherstel- lers, onderhoudswerktuigkundiges, toesig- houers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:		(r) Joiners, machinists, saw doctors, mainte- nance mechanics, supervisors, foremen, gen- eral foremen and journeymen in all other trades:	
Gebied A .....	45,22	Area A .....	45,22

<i>Klas werknemer en gebied</i>	<i>Per week</i> R	<i>Category of employee and area</i>	<i>Per week</i> R
(s) Glaswerkers in skrynerwerkinkels:		(s) Glaziers in joinery shop:	33
Gebied A .....	45,22	Area A .....	45,22
(t) Wagte, per week van ses dae:		(t) Watchmen, per six-day week:	
Gebied A .....	6,71	Area A .....	6,71
Gebied B .....	10,35	Area B .....	10,35
Gebied C .....	8,55	Area C .....	8,55
Gebied D .....	4,89	Area D .....	4,89
(u) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:		(u) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:	
Gebied A .....	6,71	Area A .....	6,71
Gebied B .....	10,35	Area B .....	10,35
Gebied C .....	8,55	Area C .....	8,55
Gebied D .....	4,23	Area D .....	4,23
(v) Skrynerwerkers graad A, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:		(v) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Gebied B .....	27,45	Area B .....	27,45
Gebied B .....	27,45	Area B .....	27,45
Gebied D .....	17,28	Area D .....	17,28
(w) Ander skrynerwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:		(w) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Gebied B .....	22,05	Area B .....	22,05
Gebied C .....	22,05	Area C .....	22,05
Gebied D .....	13,59	Area D .....	13,59
(x) Glaswerkers graad A in skrynerwerkinkel:		(x) Grade A glaziers in joinery shop:	
Gebied B .....	23,40	Area B .....	23,40
Gebied C .....	23,40	Area C .....	23,40
Gebied D .....	17,28	Area D .....	17,28
(y) Ander glaswerkers in skrynerwerkinkel:		(y) Other glaziers in joinery shop:	
Gebied B .....	22,05	Area B .....	22,05
Gebied C .....	22,05	Area C .....	22,05
Gebied D .....	13,59"	Area D .....	13,59"

(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:

<i>Klas werknemer en gebied</i>	<i>Per uur</i> c
<b>DEEL 1</b>	
(a) Algemene werknemers:	
Gebied A .....	10
Gebied B .....	14
Gebied C .....	11
Gebied D .....	6
(b) Halfgeskoolde werknemers:	
Gebied A .....	10½
Gebied B .....	17
Gebied C .....	16
Gebied D .....	6
(c) Ambagsmansassistentente:	
Gebied A .....	13
Gebied B .....	20
Gebied C .....	20
Gebied D .....	9

(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:

<i>Category of employee and area</i>	<i>Per hour</i> c
<b>PART 1</b>	
(a) General employees:	
Area A .....	10
Area B .....	14
Area C .....	11
Area D .....	6
(b) Semi-skilled employees:	
Area A .....	10½
Area B .....	17
Area C .....	16
Area D .....	6
(c) Journeyman's assistant:	
Area A .....	13
Area B .....	20
Area C .....	20
Area D .....	9

<i>Klas werknemer en gebied</i>	<i>Per week</i> R
Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg:	
Gebied A.....	11½
Gebied B.....	16
Gebied C.....	16
Gebied D.....	6
meer as 2 722 kg maar hoogstens 4 536 kg:	
Gebied A.....	11½
Gebied B.....	20
Gebied C.....	16
Gebied D.....	7
Meer as 4 536 kg:	
Gebied A.....	12
Gebied D.....	8
(e) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe:	
Gebied A.....	68
(f) Wagte, per week van ses dae:	
Gebied A.....	10
Gebied B.....	14
Gebied C.....	11
Gebied D.....	7
(g) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Gebied A.....	10
Gebied B.....	14
Gebied C.....	11
Gebied D.....	6
(h) Ambagsmanne graad A in die ambagte skilder-en ruitwerk:	
Gebied B.....	31
Gebied C.....	31
Gebied F.....	27
(i) Ander ambagsmanne in die ambagte skilder-en ruitwerk:	
Gebied A.....	29
Gebied B.....	29
Gebied C.....	18
Gebied D.....	34
Gebied F.....	27
(j) Ambagsmanne graad A in ander ambagte:	
Gebied B.....	37
Gebied C.....	37
Gebied D.....	23
Gebied E.....	34
Gebied F.....	27
(k) Ambagsmanne in ander ambagte:	
Gebied B.....	29
Gebied C.....	29
Gebied D.....	18
Gebied E.....	34
Gebied F.....	27
<b>Klas werknemer en gebied</b>	<b>Per uur</b>
	c
(l) Algemene werknemers:	
Gebied A.....	10
Gebied B.....	14
Gebied C.....	11
Gebied D.....	6
(m) Halfgeskoolde werknemers:	
Gebied A.....	10½
Gebied B.....	17
Gebied C.....	16
Gebied D.....	6

**DEEL II**

<i>Category of employee and area</i>	<i>Per week</i> R
(d) Drivers of mechanical vehicles with a pay-load of—	
up to and including 2 722 kg:	
Area A.....	11½
Area B.....	16
Area C.....	16
Area D.....	6
over 2 722 kg but not exceeding 4 536 kg:	
Area A.....	11½
Area B.....	20
Area C.....	16
Area D.....	7
over 4 536 kg:	
Area A.....	12
Area D.....	8
(e) General foremen, foremen and journeymen in all trades and occupations:	
Area A.....	68
(f) Watchmen, per six-day week:	
Area A.....	10
Area B.....	14
Area C.....	11
Area D.....	7
(g) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:	
Area A.....	10
Area B.....	14
Area C.....	11
Area D.....	6
(h) Grade A journeymen in the painting and glazing trades:	
Area B.....	31
Area C.....	31
Area F.....	27
(i) Other journeymen in the painting and glazing trades:	
Area A.....	29
Area B.....	29
Area C.....	18
Area D.....	34
Area F.....	27
(j) Grade A journeymen in other trades:	
Area B.....	37
Area C.....	37
Area D.....	23
Area E.....	34
Area F.....	27
(k) Journeymen in other trades:	
Area B.....	29
Area C.....	29
Area D.....	18
Area E.....	34
Area F.....	27
<b>Category of employee and area</b>	<b>Per hour</b>
	c
(l) General employees:	
Area A.....	10
Area B.....	14
Area C.....	11
Area D.....	6
(m) Semi-skilled employees:	
Area A.....	10½
Area B.....	17
Area C.....	16
Area D.....	6

**PART II**

<i>Klas werknemer en gebied</i>	<i>Per week</i> R	<i>Category of employee and area</i>	<i>Per week</i> R
(n) Drywers van meganiese voertuie met 'n loonvrag van—		(n) Drivers of mechanical vehicles with a pay-load of—	
tot en met 2 722 kg:		up to and including 2 722 kg:	
Gebied A.....	11½	Area A.....	11½
Gebied B.....	16	Area B.....	16
Gebied C.....	16	Area C.....	16
Gebied D.....	6	Area D.....	6
meer as 2 722 kg maar hoogstens 4 536 kg:		over 2 722 kg but not exceeding 4 536 kg:	
Gebied A.....	11½	Area A.....	11½
Gebied B.....	20	Area B.....	20
Gebied C.....	16	Area C.....	16
Gebied D.....	7	Area D.....	7
meer as 4 536 kg:		over 4 536 kg:	
Gebied A.....	12	Area A.....	12
Gebied D.....	8	Area D.....	8
(o) Ambagsmansassistente:		(o) Journeyman's assistants:	
Gebied A.....	13	Area A.....	13
Gebied B.....	20	Area B.....	20
Gebied C.....	20	Area C.....	20
Gebied D.....	9	Area D.....	9
(p) Masjienoppassers en saers:		(p) Machine minders and sawyers:	
Gebied A.....	10½	Area A.....	10½
Gebied B.....	21	Area B.....	21
Gebied C.....	20	Area C.....	20
Gebied D.....	9	Area D.....	9
(q) Drywers van meganiese hanteenuitrusting:		(q) Mechanical handling equipment drivers:	
Gebied A.....	10½	Area A.....	10½
Gebied B.....	21	Area B.....	21
Gebied C.....	20	Area C.....	20
Gebied D.....	9	Area D.....	9
(r) Skrynerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:		(r) Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Gebied A.....	68	Area A.....	68
(s) Glaswerkers in skrynerwerkinkels:		(s) Glaziers in joinery shop:	
Gebied A.....	68	Area A.....	68
(t) Wagte, per week van ses dae:		(t) Watchmen, per six-day week:	
Gebied A.....	10	Area A.....	10
Gebied B.....	14	Area B.....	14
Gebied C.....	11	Area C.....	11
Gebied D.....	7	Area D.....	7
<i>Klas werknemer en gebied</i>	<i>Per uur</i>	<i>Category of employee and area</i>	<i>Per hour</i>
	c		c
<b>DEEL II</b>		<b>PART II</b>	
(u) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:		(u) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:	
Gebied A.....	10	Area A.....	10
Gebied B.....	14	Area B.....	14
Gebied C.....	11	Area C.....	11
Gebied D.....	6	Area D.....	6
(v) Skrynerkers graad A, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:		(v) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Gebied B.....	37	Area B.....	37
Gebied C.....	37	Area C.....	37
Gebied D.....	23	Area D.....	23
(w) Ander skrynerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:		(w) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Gebied B.....	29	Area B.....	29
Gebied C.....	29	Area C.....	29
Gebied D.....	18	Area D.....	18

33

<i>Klas werknemer en gebied</i>	<i>Per week R</i>
(x) Glaswerkers graad A in skrynerkwinkel:	
Gebied B .....	31
Gebied C .....	31
Gebied D .....	23
(y) Ander glaswerkers in skrynerkwinkel:	
Gebied B .....	29
Gebied C .....	29
Gebied D .....	18."

#### 6. KLOUSULE 44 VAN DEEL I VAN DIE VORIGE OOREENKOMS: ALGEMEEN

Voeg die volgende nuwe subklousule (3) in na subklousule (2):

"(3) By alle monetêre waardes in hierdie Ooreenkoms genoem, is Belasting op Toegevoegde Waarde uitgesluit."

#### 7. KLOUSULE 45 VAN DEEL I VAN DIE VORIGE OOREENKOMS: ONTWIKKELINGS- EN OPLEIDINGSFONDS VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID

In subklousule (2), vervang die uitdrukking "R1,00" deur die uitdrukking "R2,25".

### DEEL II

#### SPEZIALE 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 werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings;

(b) in die landdrostdistrikte Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth, maar uitgesonderd die gedeelte van die landdrostdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. 1974 van 26 September 1980 binne die landdrostdistrik Hankey geval het; Riversdal, Uitenhage en Uniondale, en in die gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963 binne die landdrostdistrik Port Elizabeth geval het.

#### 2. KLOUSULE 12 VAN DEEL II VAN DIE VORIGE OOREENKOMS: NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

In subklousule (1), vervang die uitdrukking "15c" deur die uitdrukking "45c".

#### 3. KLOUSULE 13 VAN DEEL II VAN DIE VORIGE OOREENKOMS HEFFING VIR WERKGEWERSORGANISASIE

In subklousule (1), vervang die uitdrukking "42c" deur die uitdrukking "60c".

Namens die partye op hede die 28ste dag van Februarie 1992 te Port Elizabeth onderteken.

**E. A. CILLIERS,**  
Voorsitter van die Raad.

**A. B. CORRALL,**  
Ondervoorsitter van die Raad.

**V. H. LE ROUX,**  
Hoofsekretaris van die Raad.

<i>Category of employee and area</i>	<i>Per week R</i>
(x) Grade A glaziers in joinery shop: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">33</span>	
Area B .....	31
Area C .....	31
Area D .....	23
(y) Other glaziers in joinery shop:	
Area B .....	29
Area C .....	29
Area D .....	18."

#### 6. CLAUSE 44 OF PART I OF THE FORMER AGREEMENT: GENERAL

Insert for following new subclause (3) after subclause (2):

"(3) All monetary values quoted in this Agreement are exclusive of Value Added Tax."

#### 7. CLAUSE 45 OF PART I OF THE FORMER AGREEMENT: DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY

In subclause (2), substitute the expression "R2,25" for the expression "R1,00".

### PART II

#### SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY

##### 1. SCOPE OF APPLICATION

The terms of Part II of this Agreement shall be observed in the Timber Trade of the Building Industry—

(a) by all employers and employees who are members of the employer's organisations and the trade unions, respectively;

(b) in the Magisterial Districts of Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, 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 12 OF PART II OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

In subclause (1) substitute the expression "45c" for the expression "15c".

#### 3. CLAUSE 13 OF PART II OF THE FORMER AGREEMENT EMPLOYERS' ORGANISATION LEVY

In subclause (1), substitute the expression "60c" for the expression "42c".

Signed at Port Elizabeth, on behalf of the parties, this 28th day of February 1992.

**E. A. CILLIERS,**  
Chairman of the Council.

**A. B. CORRALL,**  
Vice-Chairman of the Council.

**V. H. LE ROUX,**  
General Secretary of the Council.

# Bifsa gives lukewarm response to cut in rates

Property Staff

STAR 11792

The Building Industries Federation (Bifsa) does not believe interest rates will fall below the inflation rate, despite this week's Bank rate cut.

It expects the prime overdraft and mortgage rates to stick at around 16 to 17 percent and forecasts that overall real investment in buildings will drop 3.5 percent this year, bottoming out in about mid-1999. (Other research indicates that gross domestic fixed investment in construction has fallen 25 percent in the past 12 years.)

This means retrenchments in the building sector, estimated at between 29 000 and 40 000 since 1989, are likely to continue, cutting the workforce to below 230 000 from more than 400 000 at the beginning of 1991.

Hardest hit has been the civil engineering sector, where employment has fallen off almost 50 percent since 1980.

Now, although 60 percent of major contracts are still negotiated, competition for tender work is



Compiled by  
by Meg Wilson

likely to intensify.

As it is, says Bifsa, up to 15 tenders are commonly submitted for a project, price spreads have narrowed and tenders averaging R10-million and under are frequent.

"Builders are once again willing to tender on projects below or near cost.

"We believe this is a highly dangerous practice and it significantly increases the chances of smaller-to-medium companies going bankrupt."

The good news is that the rise in building costs has slowed. In the first quarter of this year, they rose

only 7.6 percent from the levels of a year ago.

Nevertheless, Bifsa believes the market for private houses — depressed by still-high mortgage rates and stagnant disposable income — is unlikely to recover before next year.

And, although government spending on housing will probably expand until total spending on housing reaches an internationally-accepted level of about five percent of GDP, the accent is likely to be on informal housing and services, with only limited benefits to the building industry.

The office and commercial markets are simply oversupplied, Bifsa says. No real recovery can be expected until late 1993 at the earliest.

It believes the industrial sector will be the first to recover, probably in the third quarter of next year, and that government spending on non-residential buildings — schools, clinics and community facilities — is also likely to accelerate.



## Date for Mandela

NEW YORK — ANC leader Nelson Mandela will attend the Democratic Party's national convention on Wednesday evening as a guest of chairman Ron Brown, a party official said at the weekend. *B1094 13/7/92*

Observers speculated that Mandela's appearance might be a pointed rebuke to Republican President George Bush for not putting pressure on the SA government to help end the violence in the townships. *(337)*

Mandela will be in New York to address the UN Security Council on Wednesday on the deadlock in SA's democracy talks. — Sapa-Reuter.

● See Page 4

ARC 141792  
**Builders' union plans  
marches countrywide**

JOHANNESBURG. — The Construction and Allied Workers' Union has come out strongly in favour of mass action. (33)

The union said that a meeting of its national executive committee from July 10 to 12 had decided to launch its own campaign on July 29 with a series of marches throughout the country.

Employers would be told of the union's plans and be advised to apply a policy of no work, no pay, no discipline.

The union blamed current violence on the government and called on its members to form "community defence units". — Sapa.

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The good standing of the industry, and had consideration was to clear his name.

# Little strike activity in building sector

THERE is little strike activity in the building and construction industry despite the number of people employed in the sector, says SA Building Industries Federation (Bifsa) executive director Neil Fraser.

He feels the reason is that trade unions have problems organising labour action, because building workers tend to move from job to job.

"Our industry also works on the basis of local industrial councils rather than national industrial councils, which means we can negotiate closer to home. This gives us an edge," he says.

But the industry was not without strike action or disruptions, which were usually caused by retrainments.

Employment was governed by the level and size of contracts. If new contracts were not available, or were smaller, this inevitably led to retrainments.

"This results in staff cutbacks and in some cases union action and sympathy strikes.

"Bifsa has recommended that most staff be employed on a contractual basis rather than on a full-time basis," Fraser says.

A survey on total industrial action in the first six months of the year by Andrew Levy & Associates shows that grievances are the main cause of strike action (39.8%), followed by wages (32.3%), recognition/bargaining levels (13.9%) and dismissal/discipline problems (10.5%).

In all industries, about 650 000 man-days were lost in the six-month period — almost double the 375 000 man-days lost during the same period in 1991, but lower than 1990's 1.2 million.

The motor industry suffered the greatest number of man-days lost in the six-month period, at 35.3% of the total number of man-days lost because of strikes. Then came the retail sector at 14.7% and the mining sector at 12.9%.

Last year, the building industry was responsible for only 2.9% of the man-days lost through strikes.

"Retrainments are still continuing on a monthly basis as the industry is under severe pressure, which is reflected in tender prices.

## Workshop to explore urban housing

THE one city, one tax base concept and its effect on the delivery of housing will be the central issue at an SA Institute for Housing workshop in August, institute president Jan Viljoen says. 81004 1517192

"The workshop programme was designed to give a broad view of the impact a single city with a uniform income base would have on the future provision of housing in local areas," Viljoen said.

The workshop will run from August 6-7 at the King David conference centre in East London.

"Just how housing delivery will change through the one-city-one-taxbase idea, is critical to the health of the housing industry — particularly since local authorities

there seems to be little light at the end of the tunnel and we are not predicting an upturn until the middle of next year at the earliest," he says.

Central Statistical Service (CSS) figures on retrainments in the building industry show that 14 500 people lost their jobs in the six months from September 1991 to March 1992. About 369 800 people were employed in the building and construction sector in March 1992 — down from 384 300 in September.

"This figure seems to be dropping regularly from month to month and the figure to June will probably reflect an increased number of job losses," Fraser says.

Medium-sized companies are suffering most, as the large firms generally have long-term contracts. Some smaller companies are co-operating in joint ventures and just managing to survive.

Fraser said a recovery depended on political solutions. The oversupply of commercial space needed to be filled "to give the local market confidence", but for this to happen there had to be economic activity.

ANDREW KRUMM

face a very different future," Viljoen said. "While the state is pushing local authorities to incorporate dormitory suburbs .. into single metropolitan bodies, the affected communities contest this."

This impasse would affect housing because the viability of metropolitan areas depended on efficient and affordable municipal and social services for all.

Organiser Rose Mitchell said Cape Administrator Kobus Meiring would be the keynote speaker. "We also have international speakers, local housing experts, city officials and community and civic association speakers lined up."



Perfect

# More jobs at risk in construction <sup>33</sup>

BIDAY 16/7/92

PETER GALLI

THE construction industry faced another two tough years after battling through the past 18 months, and more jobs could be lost, industry sources said.

Group Five chairman Peter Clogg said yesterday the next two years would be "very difficult" with little chance of renewed activity.

"I believe there will be an erosion in returns to shareholders of about 20% over the next two years. Private sector investment has been badly affected by continued violence and economic conditions, as has public sector investment," he said.

While most of the major players had managed to keep afloat, staff had to be cut and was still being reduced. In 1983, Group Five had 23 000 employees, but it now stood at 15 000 despite acquiring construction firms Goldstein and Everite.

Concor Construction chairman Brian Murphy said staff numbers had dipped by about 20% over the year, mainly at the unskilled and semi-skilled levels. However, if conditions continued this would start affecting skilled staff.

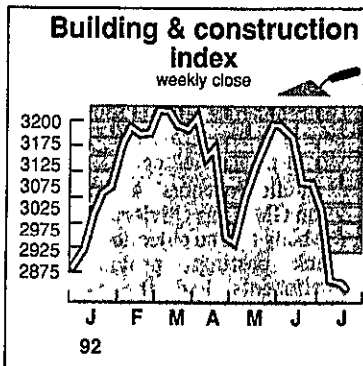
The market would not improve before the end of 1993, he said.

"This is the worst situation I have seen for many years."

Clogg said work across the border had also declined due to the world recession and the drop in US interest in southern Africa.

Concor was also operating in southern Africa and was "taking a long, hard look at Angola".

The building and construction index had fallen sharply from mid-June, losing a further 11 points to 2 843 yesterday. This was from a March 12 1992 high of 3 243 and off an October 19 1990 low of 1 606.



Graphic: LEE EMERTON Source: I-NET

## Labour intensive projects for Soweto

THE Central Witwatersrand Regional Services Council (RSC) has approved two labour-intensive construction projects which are worth R14m.

The RSC had been involved in funding labour intensive work to provide jobs in the townships since 1990, an RSC spokesman said.

It was hoped the projects would encourage entrepreneurship and the expansion of small businesses, he said.

In the first project, which would provide up to 100 jobs, 6km of road would be constructed in Soweto using labour intensive methods. These would include the use of interlocking concrete blocks.

The second project, involving another 50

(33) ADRIAN MADLAND (33)

jobs, was part of a programme to upgrade the water supply in Soweto's Naledi and Zola townships. The project would cost about R10m this year. Another R10m was to be spent on upgrading Soweto's secondary water mains. BIDAY 2317192

Sapa reports that the RSC said the Soweto City Council had collected R262,4m in levies from July 1991 until June this year.

"After deducting R14,5m VAT, the council's net income was R247,9m — representing an increase of 13,35% on the amount of R218,7m collected during the previous year," it said.

## Job quest (33)

A SEMINAR to evaluate the workload for the construction industry and to develop a national strategic plan to create jobs will be held at the Building Industries Federation (Bifsa) auditorium on September 9.

The lack of spending on construction has led to a drop in employment of more than 50%.

29/1/92  
[SS mg] / [Sm] / K

# NEWS ANALYSIS *IDT is creating jobs for many*



Toilets like these were funded by the Independent Development Trust.

## IDT projects have a positive spin-off

### ■ MORE JOBS

*Instead of using machines on IDT projects, the residents now reap the rewards:*

**T**REND-WATCHERS will have noted a dramatic change in recent months from a capital intensive to a labour-intensive approach to getting things made or built. Put in simple terms: machines are out, people are in.

What is more, the evidence is that, apart from creating desperately needed jobs, the move back to humans is having positive spin-offs.

I am pleased to record that this trend is becoming a fetish within IDT-sponsored projects.

First major signals about the potential for harnessing development programmes to the creation of jobs came from the construction of a substantial new primary school at Etwatwa, near Daveyton, on the East Rand.

Labourers were recruited from the community and trained on site. The school was built in 100 days. Of the total cost of R2,2-million, R800 000 went back into Etwatwa in wages.

Now examples are coming in aplenty from site-and-service development being paid for by the IDT across the country.

These initiatives are being captured in a regular IDT newsletter which is sent to more than 100 developers so they can share the experience of others. Thus, the trend is likely to spread.

At Vosloorus in the Transvaal, there is a good case being made for labour-based construction methods. Machines are being used on the 1 325 site project only where absolutely necessary. A combination of soil and dolomitic rock requires bulldozers to



This is a further article in a regular series on how the Independent Development Trust is using R2-billion of taxpayers' money to provide a better future for the very poor of all races in South Africa. JOLYON NUTTALL, IDT Director of Communications, reports.

turn the ground.

But manual labour is being used for site clearing, trench digging, laying of pre-cast manholes and in laying road surfaces with interlocking concrete blocks. The blocks are being used deliberately as an alternative to tar.

They are made by local labourers on site. The blocks cost more than tar but they require less maintenance.

A total of 170 local workers have been recruited.

On the East Rand, the Katlehong

**‘No fewer than 600 local labourers have been recruited. They prefer to work on a piecework basis’**

Builders Association has been formed. It has 28 members and recently completed its first contract to build 500 toilets on a nearby Moleleki project funded by the IDT.

At Stutterheim, in the Border region, about 40 percent of the work on a 900 site project has been completed, using mainly labour intensive building methods

The project has been divided into 29 areas of about 30 stands each. Initial contracts were divided between experienced contractors doing more skilled work, such as pipelaying, and less experienced contractors doing less skilled tasks, such as backfill. Now all contractors do all tasks in a single contract.

At a 500 site project at Kokozzi in the Western Transvaal, the only machinery used in construction consisted of water pumps, compressors for compacting roads, and transport for delivering materials.

No fewer than 600 local labourers have been recruited. They prefer to work on a piecework basis rather than for a fixed weekly wage. It allows them to work harder and thus increase their income.

Somehow, this momentum must be maintained. More projects must be developed, so that this newly acquired expertise can be put to further use.

The IDT is doing all it can to secure more funds, in order to achieve just that.

● Readers will note from the scorecard that the funds allocated to projects exceed the founding grant of R2-billion. This is where the interest earned on the grant starts to come in useful.

### The IDT score so far

Projects supported to date: 331  
Funds allocated: R2 080 520 000  
Funds "in the ground": R611 000 000

## Yes for SA <sup>16/8/72</sup>

*S. Times (RUSS)*  
SOUTH Africans with a degree in civil or structural engineering will be recognised in the UK. <sup>(33)</sup>

The Joint Board of Moderators of the UK and the Engineering Council of SA signed an agreement this week recognising each other's degrees. It could also pave the way for SA to join the Washington Accord, an agreement among six major English-speaking countries to recognise each other's accredited engineering degrees.



**DEPARTEMENT VAN MANNEKRAG**

No. R. 2339

21 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNIS-  
GEWINGS: BOUNYWERHEID, KIMBERLEY

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermensken- nisgewings R. 1497 van 29 Junie 1990, R. 3053 van 4 Januarie 1991 en R. 3136 van 20 Desember 1991 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

**G. M. E. CARELSE,**

Adjunkminister van Mannekrag.

No. R. 2340

21 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, KIMBERLEY: HERBEKRAGTI-  
GING VAN HOOFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publika- sie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3 en 7 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisge- wing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Ooreenkoms gespesifiseer.

**G. M. E. CARELSE,**

Adjunkminister van Mannekrag.

**BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,  
KIMBERLEY

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Kimberley Master Builders' and Allied Trades  
Association**

**DEPARTMENT OF MANPOWER**

No. R. 2339

21 August 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES:  
BUILDING INDUSTRY, KIMBERLEY

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 1497 of 29 June 1990, R. 3053 of 4 January 1991 and R. 3136 of 20 December 1991 with effect from the second Monday after the date of publication of this notice.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

No. R. 2340

21 August 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, KIMBERLEY: RE-ENACT-  
MENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Rela- tions Act, 1956, declare that the provisions of the Agreement which appears in the Schedule here- to and which relates to the Undertaking, Indus- try, Trade or Occupation referred to in the head- ing to this notice, shall be binding, with effect from the second Monday after the date of publi- cation of this notice and for the period ending 31 March 1993 upon the employers' organisa- tion and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organi- sation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agree- ment, excluding those contained in clauses 1 (1) (a), 2, 3 and 7 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Agreement.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

**SCHEDULE**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,  
KIMBERLEY

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Kimberley Master Builders' and Allied Trades  
Association**

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

**Amalgamated Union of Building Trade Workers of South Africa**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley.

**A. ADMINISTRATIEF EN ALGEMEEN**

**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is;

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 20 kilometer vanaf die Hoofposkantoor, Kimberley, in die landdrostdistrik, Kimberley.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(b) kwekelinge wat opgelei word ooreekomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

(3) Ondanks subklousule (1) (a), is hierdie Ooreenkoms nie van toepassing nie op—

(a) klerke en administratiewe personeel;

(b) universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoetsing, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

**2. GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Maart 1993, of vir die tydperk wat hy bepaal.

**3. SPESIALE BEPALINGS**

Klousules 4, 7, 44 en 45 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2110 van 29 September 1989, soos van tyd tot tyd gewysig en hernieu (hierna die "Vorige Ooreenkoms" genoem) is van toepassing op werkgewers en werknemers.

**4. ALGEMENE BEPALINGS**

Klousules 3, 5, 6, 8 tot en met 38, 39 (1), 39 (2) (b), 39 (3) tot en met 43 en 46 van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig en hernieu, is van toepassing op werkgewers en werknemers.

**AFDELING G VAN DIE VORIGE OOREENKOMS: FONDSE EN DIE BEHEER DAARVOOR**

**5. KLOUSULE 35 VAN DIE VORIGE OOREENKOMS: VAKANSIEFONDSE VAN DIE BOUNYWERHEID, KIMBERLEY**

(1) Voeg die volgende woorde in aan die einde van paragraaf (a) van subklousule (7):

"Geen werkgever of werknemer het enige aanspraak op sodanige rente nie, en nie een van hulle is aanspreeklik vir enige bydrae tot die uitgawes aan die administrasie van die Vakansiefonds nie."

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

**Amalgamated Union of Building Trade Workers of South Africa**

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Building Industry, Kimberley.

**A. ADMINISTRATIVE AND GENERAL**

**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by the employers and the employees who are members of the employers' organisation and the trade union respectively;

(b) in an area bounded by and included in a radius of 20 kilometres of the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of 20 kilometres.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—

(a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act of any conditions fixed thereunder;

(c) labour-only contractors, working partners and working directors, principals and contractors.

(3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—

(a) clerical employees and administrative staff;

(b) university students and graduates in building science and construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training.

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in operation for the period of one year.

**3. SPECIAL PROVISIONS**

The provisions contained in clauses 4, 7, 39 (2) (a), 44 and 45 of the Agreement published under Government Notice R. 2110 of 29 September 1989, as amended and renewed from time to time (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

**4. GENERAL PROVISIONS**

The provisions contained in clause 3, 5, 6, 8 to 38, 39 (1), 39 (2) (b), 39 (3) 43 and 46 inclusive of the Former Agreement as amended and renewed from time to time shall apply to employers and employees.

**SECTION G OF THE FORMER AGREEMENT: FUNDS AND CONTROL THEREOF**

**5. CLAUSE 35 OF THE FORMER AGREEMENT: BUILDING INDUSTRY HOLIDAY FUND, KIMBERLEY**

(1) Add to subclause 7 (a):

"No employer/s or employee/s shall have any claim in respect of such interest and neither shall they be responsible for any contribution towards the expenses of administering the Holiday Fund."

**6. KLOUSULE 39 VAN DIE VORIGE OOREENKOMS: NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID**

Vervang subklausule (2) deur die volgende:

"(2) Elke werkgewer moet 'n bedrag van 45c per week tot die Nasionale Ontwikkelingsfonds bydra vir elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word."

**7. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS: LEDEGELDE: BOU-INDUSTRIEËFEDERASIE (SUID-AFRIKA)**

In subklausule (1) vervang die uitdrukking "15c" deur die uitdrukking "30c".

Namens die partye op hede die 6de dag van Februarie 1992 te Kimberley onderteken.

**V. N. SMAILES.**

**A. R. HERMANUS.**

**P. R. SERFONTEIN.**

**No. R. 2355** **21 Augustus 1992**

**WET OP ARBEIDSVERHOUDINGE, 1956****KLERASIENYWERHEID, KAAP: HERNUWING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1375 van 1 Julie 1983, R. 2659 van 2 Desember 1983, R. 1261 van 22 Junie 1984, R. 1554 van 27 Julie 1984, R. 2670 van 7 Desember 1984, R. 1744 van 9 Augustus 1985, R. 2693 van 6 Desember 1985, R. 306 van 21 Februarie 1986, R. 252 van 6 Februarie 1987, R. 2857 van 31 Desember 1987, R. 2068 van 14 Oktober 1988, R. 2328 van 27 Oktober 1989 en R. 2087 van 31 Augustus 1990, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

**D. VAN DER WALT,**

Direkteur: Arbeidsverhoudinge.

**No. R. 2356** **21 Augustus 1992**

**WET OP ARBEIDSVERHOUDINGE, 1956****ELEKTROTEGNIËSE NYWERHEID, NATAL: WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE**

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 die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk

**6. CLAUSE 39 OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY**

(1) Substitute the following for subclause (2):

"(2) Every employer shall contribute to the National Fund in respect of each of his employees for whom wages are prescribed in this Agreement, an amount of 45c per week."

**7. CLAUSE 45 OF THE FORMER AGREEMENT: SUBSCRIPTIONS: BUILDING INDUSTRIES FEDERATION (SOUTH AFRICA)**

(1) Substitute the expression "45c" for the expression "15c".

**V. N. SMAILES.**

**A. R. HERMANUS.**

**P. R. SERFONTEIN.**

**No. R. 2355** **21 August 1992**

**LABOUR RELATIONS ACT, 1956****CLOTHING INDUSTRY, CAPE: RENEWAL OF AGREEMENT FOR THE COUNTRY AREAS**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1375 of 1 July 1983, R. 2659 of 2 December 1983, R. 1261 of 22 June 1984, R. 1554 of 27 July 1984, R. 2670 of 7 December 1984, R. 1744 of 9 August 1985, R. 2693 of 6 December 1985, R. 306 of 21 February 1986, R. 252 of 6 February 1987, R. 2857 of 31 December 1987, R. 2068 of 14 October 1988, R. 2328 of 27 October 1989 and R. 2087 of 31 August 1990, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

**D. VAN DER WALT,**

Director: Labour Relations.

**No. R. 2356** **21 August 1992**

**LABOUR RELATIONS ACT, 1956****ELECTRICAL INDUSTRY, NATAL: AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the

# Murray & Roberts man kidnapped in Cabinda

AN EMPLOYEE of SA construction firm Murray & Roberts was kidnapped in Angola's oil-rich enclave of Cabinda last week.

Sapa reports that Murray & Roberts spokesman Lew von Essen said Jose Martinho da Silva, a Portuguese national, was working for one of the group's subsidiaries in Angola that was constructing schools and houses.

The Portuguese news agency Lusa quoted an Angolan government newspaper as reporting that Da Silva was seized by fighters of the FLEC-FAC guerrilla group in the coastal town of Landana last Thursday.

The group, along with its smaller rival FLEC-Renovada, is fighting for Cabinda's independence from Angola and have ordered foreigners to leave the territory as part of their campaign.

Reuter reported that FLEC-FAC kidnapped two French men in Cabinda last month, but they were subsequently released in Zaire. FLEC-Renovada, which was estimated to have about 120 fighters, kidnapped three Portuguese in July. They were released after their employers gave medicines and clothing to the guerrilla faction. A ransom was also paid.

Von Essen said he did not know if any demand had been made by Da Silva's kidnapers. "We haven't been exposed to this sort of thing before... It's our first project in Angola for some time."

Von Essen said Murray & Roberts was doing everything in its power to secure Da Silva's release. The company had also offered to bring the other workers back to SA, but they had chosen to stay on.

AP-DJ reports that Angola's revenues from Cabinda's oil riches, which kept its

economy afloat through the country's 16-year civil war, are being threatened by the revived separatist movement.

Oil sales earned Angola \$3,15bn last year, more than 90% of all export earnings. Angola is the sixth-largest foreign supplier of oil to the US and second only to Nigeria as an African oil producer.

The symbol of Cabinda's wealth is the heavily guarded base of Cabinda Gulf Oil at Malongo, 19km north of Cabinda town. Cabinda Gulf, a subsidiary of US oil company Chevron Corp, produces 55% of Angola's 550 000 barrels a day of oil output.

Cabinda Gulf's 1 600 employees include 225 Americans.

The wider Angolan conflict, which ended last year, overshadowed the activities of Cabindan separatists, who are divided into several factions and can field only about 750 active guerrillas, but have wide support among the population.

"They are few, but determined," said Roman Catholic bishop Paulino Madeca, who advocates a referendum on Cabinda's future.

Angolan officials accuse neighbouring countries, including Congo, Zaire and Gabon, of backing the separatists because of their own designs on Cabinda's oil riches. France also has been accused of supporting the separatists, some of whom demand French as the official language.

Both the Angolan government and Unita say they are willing to negotiate a statute of autonomy for Cabinda within Angola, but the separatists say they will accept only full independence and have ordered a boycott of the September elections.

- 10.2 Alle administratiewe koste en skulde van die Skema word dan teen die Raad in berekening gebring.
- 10.3 Die Registrateur moet vroegetydig van die beëindiging van die Skema in kennis gestel word.

### 11. Agente

- 11.1 Die Raad kan agente aanstel om uitvoering aan die doelstellings van die Skema te gee, op sodanige voorwaardes en onderhewig aan sodanige beheer as wat die Raad goeddink.
- 11.2 'n Agent het die mag om enige instelling, te betree en die werkgewer of enige werknemer te ondervra ten einde vas te stel of die bepaling van klousule 7 nagekom word al dan nie.
- 11.3 Die aanstelling van 'n agent kan te eniger tyd en om watter rede ook al deur die Raad teruggetrek word.

### 12. Vrywaring<sup>1</sup>

Die lede van die Opleidingsraad is nie aanspreeklik nie vir enige verlies vir die Fonds wat voortspruit uit enige onbehoorlike belegging gemaak te goeder trou of deur enige optrede in hul *bona fide*-administrasie van die Fonds, of deur die nalatigheid of bedrog van enige persoon in diens van die Raad, of as gevolg van 'n handeling of versuim deur lede, of as gevolg van enige ander saak, uitgesluit individuele opsettlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word.

Enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeloopt deur hom in die verdediging van enige vervolging, hetsy siviël of strafregtelik, voortspruitend uit 'n bewering waarby kwade trou betrokke is en waarin regspraak in sy guns gelewer word of waarvan hy vrygespreek word.

### 13. Vrystellings

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die Opleidingsraad vir die Suiwelbedryf, Posbus 1284, Pretoria, 0001, ingedien word, wat sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstuur na die Direkteur-generaal: Mannekrag.

No. R. 2507

4 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

SIVIELE INGENIEURSNYWERHEID: WYSIGING  
VAN ORDER

Ek, Leon Wessels, Minister van Mannekrag, wysig hierby, kragtens artikel 51A (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, die Order vir die Siviele Ingenieursnywerheid, gepubliseer by Goewermentskenningsgewing R. 2462 van 19 November 1982, soos gewysig by Goewermentskenningsgewings R. 1258 van 17 Junie 1983, R. 583 van 30 Maart 1984, R. 1870 van 24 Augustus 1984, R. 403 van 22 Februarie 1985, R. 1988 van 6 September 1985, R. 381 van 28 Februarie 1986, R. 445 van 6 Maart 1987, R. 1837 van 28 Augustus 1987, R. 369 van 4 Maart 1988, R. 1784 van 2 September 1988, R. 555 van 31 Maart 1989, R. 1863 van 1 September 1989, R. 2069 van 31 Augustus 1990, R. 2121 van 30 Augustus 1991, en R. 326 van 31 Januarie 1992, ooreenkomstig die Bylae hiervan en bepaal 7 September 1992 as die datum waarop genoemde wysiging bindend word.

**L. WESSELS,**  
Minister van Mannekrag.

- 10.2 All administrative charges and liabilities of the Scheme shall then be charged against the Board.

- 10.3 The Registrar shall be notified of the termination of the Scheme in good time.

### 11. Agents

- 11.1 The Board may appoint agents to give effect to the objects of the Scheme under such conditions and subject to such control as the Board deems fit.

- 11.2 An agent shall be empowered to enter any establishment and to question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

- 11.3 The appointment of an agent may be revoked by the Board at any time and for any reason.

### 12. Indemnity

The members of the Training Board shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or by any act in their *bona fide* administration of the Fund, or by the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members or by reason of any other matter save individual wilful or fraudulent wrongdoing on the part of such members as can be held responsible.

Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

### 13. Exemptions

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, shall be submitted to the Training Board for the Dairy Industry, P.O. Box 1284, Pretoria, 0001, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 2507

33

2507

4 September 1992

LABOUR RELATIONS ACT, 1956

CIVIL ENGINEERING INDUSTRY: AMENDMENT OF  
ORDER

I, Leon Wessels, Minister of Manpower, hereby in terms of section 51A (4) (a) (ii) of the Labour Relations Act, 1956, amend the Order for the Civil Engineering Industry, published under Government Notice R. 2462 of 19 November 1982, as amended by Government Notices R. 1258 of 17 June 1983, R. 583 of 30 March 1984, R. 1870 of 24 August 1984, R. 403 of 22 February 1985, R. 1988 of 6 September 1985, R. 381 of 28 February 1986, R. 445 of 6 March 1987, R. 1837 of 28 August 1987, R. 369 of 4 March 1988, R. 1784 of 2 September 1988, R. 555 of 31 March 1989, R. 1863 of 1 September 1989, R. 2069 of 31 August 1990, R. 2121 of 30 August 1991 and R. 326 of 31 January 1992, in accordance with the Schedule hereto and fix 7 September 1992 as the date from which the said amendment shall be binding.

**L. WESSELS,**  
Minister of Manpower.

Substitute the following for clause 3.1.1:

CAPE PROVINCE

33

NATAL

	Column 1 (a)	Column 1 (b)	Column 1 (c)	Column 2 (a)	Rem. of the Province	Column 1	Rem. of the Province
	The Magisterial Districts of Bellville, The Cape, Goodwood, Hoppersburg, Malmesbury, Moorreesburg, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, Vredenburg, Wellington, Worcester and Wynberg	The Magisterial Districts of Port Elizabeth, Uitenhage and East London and that portion of the municipal area of East London which falls within the Magisterial District of King William's Town	The Magisterial District of Kimberley	The Magisterial Districts of Bredasdorp, Caledon, George, Hermannus, Heidelberg, Montagu, Mossel Bay, Piketberg, Riversdale, Roberson, Swellendam and Tulbagh		The Magisterial Districts of Camperdown, Chatsworth, Dundee, Durban, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Pietermaritzburg, Pietermaritzburg, Pietermaritzburg, Pietermaritzburg, Pietermaritzburg and Umzimlo and the municipal areas of Empangeni and Richards Bay	
Watchman.....	Per week A 203,41 R B 214,54	Per week A 193,79 R B 204,42	Per week A 155,34 R B 161,41	Per week A 171,02 R B 179,63	Per week A 133,07 R B 139,65	Per week A 208,47 R B 219,09	Per week A 145,22 R B 152,30
All other employees.....	Per hour A 402 C B 424	Per hour A 383 C B 404	Per hour A 307 C B 319	Per hour A 338 C B 355	Per hour A 263 C B 276	Per hour A 412 C B 433	Per hour A 287 C B 301

33

ORANGE FREE STATE

TRANSVAAL

	Column 1		Rem. of the Province		Column 1		Column 2		Rem. of the Province	
	Per week		Per week		Per week		Per week		Per week	
	A	B	A	B	A	B	A	B	A	B
The Magisterial Districts of Bloeifontein, Odendaalsrus, Sasolburg, Virginia and Welkom										
(including the Magisterial District of Kroonstad)										
The Magisterial Districts of Alberton, Balfour, Benoni, Bethal, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Highveld Ridge, Johannesburg, Krugersdorp, Midrand, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roo-depoort, Springs, Standerton, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom										
The Magisterial Districts of Barberton, Nelspruit, Pelgrimstrus and White River										
Wachman.....	185,19	192,78	133,07	139,65	208,47	219,09	105,24	110,30	133,07	139,65
All other employees.....	366	381	263	276	412	433	208	218	263	276

Col. A: EFFECTIVE FROM MONDAY, 7 SEPTEMBER 1992  
 Col. B: EFFECTIVE FROM MONDAY, 1 MARCH 1993.

**DEPARTEMENT VAN MANNEKRAG**

No. R. 2580

11 September 1992

**WET OP ARBEIDSVERHOUDINGE, 1956**

**BOU- EN MONUMENTKLIPMESSSELNYWERHEID, BLOEMFONTEIN: WYSIGING VAN HOOFDOORENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgewers en werknemers as 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.

**BYLAE****NYWERHEIDSRaad VIR DIE BOUNYWERHEID (BLOEMFONTEIN)****OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Bloemfontein Master Builders' and Allied Trades Association**

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

**Amalgamated Union of Building Trade Workers of South Africa,**

**Building Industries Workers' Union**

en

**Blanke Bouwerkersvakbond**

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Bloemfontein),

**DEPARTMENT OF MANPOWER**

No. R. 2580

11 September 1992

**LABOUR RELATIONS ACT, 1956**

**BUILDING AND MONUMENTAL MASONRY INDUSTRY, BLOEMFONTEIN: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 30 April 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the date of publication of this notice and for the period ending 30 April 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

**SCHEDULE****INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Bloemfontein Master Builders' and Allied Trades Association**

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

**Amalgamated Union of Building Trade Workers of South Africa,**

**Building Industries Workers' Union**

and

**White Building Workers' Union**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Building Industry (Bloemfontein),



tot wysiging van die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 2473 van 6 November 1987, soos gewysig en herleë by Goewermentskennisgewings Nos. R. 1639 van 12 Augustus 1988, R. 1458 van 7 Julie 1989, R. 1805 van 18 Augustus 1989, R. 1147 en R. 1148 van 25 Mei 1990, R. 1367 van 14 Junie 1991, R. 1797 van 2 Augustus 1991 en R. 1867 van 3 Julie 1992.

**1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms word in die Bou- en Monumentklipmesselnywerheid nagekruiswoord—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en alle werknemers wat lede is van die vakverenigings;

(b) in die landdrosdistrik Bloemfontein (met inbegrip van die gedeelte van Bloemfontein wat ingevolge Goewermentskennisgewing 1081 van 18 Mei 1990, by die distrik Botshabelo ingelyf is).

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) slegs van toepassing op die klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlingambagsmanne;

(b) van toepassing op vakwerklike slegs vir sover dit nie met die Wet op Mannekragsregulering, 1981, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) van toepassing op kwalifikasie slegs vir sover dit nie met die Wet op Mannekragsopleiding, 1981, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(d) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;

(e) nie van toepassing op persone wat betrokke is by die installering en/of bedrading van elektriese lig- verwarmings- of ander permanente vaste elektriese toebehore in geboue of die herstel of onderhoud van lifte in geboue wanneer sodanige werk deur 'n werkgewer of 'n ander persoon wat onder die jurisdiksie van 'n ander nywerheidsraad val nie;

(f) nie van toepassing op universiteitstudente en gegradueerde konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding en toesighoudende personeel;

(g) nie van toepassing op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika nie;

(h) onderworpe aan die bepalinge van alle vasstellings gemaak deur die Nywerheidsraad met betrekking tot die Bou- nywerheid en Meubelnywerheid.

**2. KLOUSULE 4—LONE**

(1) Vervang subklousule (1) deur die volgende:

“(1) *Algemeen*—Geen lone wat laer is as dié hieronder genoem, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Sent per uur
(a) Ambagsman.....	8 68
(b) Alle ander werknemers ...	2 20
(c) Alle ander werknemers saamwonnende of langer werksaam by dieselfde werkgewer .....	2 78”.

(2) Vervang subklousule (b) deur die volgende:

“(5) *Bywoningsbonus*: 'n Bywoningsbonus van 23c per uur is betaalbaar aan alle ambagsmanne en alle algemene werkers wat in 'n bepaalde week minstens 40 uur gewerk het.”.

to amend the Main Agreement published under Government Notice No. 2473 of 6 November 1987, as amended and renewed by Government Notices Nos. R. 1639 of 12 August 1988, R. 2453 of 2 December 1988, R. 1458 of 7 July 1989, R. 1805 of 18 August 1989, R. 1147 and R. 1148 of 25 May 1990, R. 1367 of 14 June 1991, R. 1797 of 2 August 1991 and R. 1867 of 3 July 1992.

33

**1. AREA AND SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;

(b) in the Magisterial District of Bloemfontein (including that portion of Bloemfontein which in terms of Government Notice 1081 of 18 May 1990, fell within the District of Botshabelo).

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

(a) apply only to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

(b) apply to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(d) apply to working partners and working directors, principals and contractors;

(e) not apply to persons who are engaged in the installation and/or wiring of lighting, heating, or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings where such work is undertaken by an employer who falls under the jurisdiction of another industrial council;

(f) not apply to university students and graduates in building science, construction supervisors, construction surveyors and other such persons doing practical work as a part of their academic training, or to supervisory personnel;

(g) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;

(h) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

**2. CLAUSE 4—WAGES**

(1) Substitute the following for subclause (1):

“(1) *General*—No employer shall pay and no employee shall accept wages at rates lower than the following:

	Cents per hour
(a) Artisan.....	8 68
(b) All other employees.....	2 20
(c) All other employees in the employ of the same employer for a period of six months or longer .....	2 78”.

(2) Substitute the following for subclause (5):

“(5) *Attendance bonus*: An attendance bonus of 23c per hour shall be payable to all artisans and all general workers who were employed for at least 40 hours in one specific week.”.

**3. KLOUSULE 20: AANVULLENDE BESOLDIGING EN BYDRAES**

(1) In subklousule (1), vervang die bestaande tabel deur die volgende:

**3. CLAUSE 20: SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS** (33)

(1) In subclause (1), substitute the following for the existing table:

"Werknemers"	Per week										
	A	B	C	D	E	F	G	H	I	J	K
	R	R	R	R	R	R	R	R	R	R	R
Alle werknemers wat R8,68 tot en met R10,30 per uur verdien .....	28,00	48,40	1,24	19,05	0,40	0,45	0,45	4,00	—	—	101,99
Alle werknemers wat R10,31 en meer per uur verdien .....	32,60	57,60	1,24	19,60	0,40	0,45	0,45	4,00	—	—	116,34
Alle werknemers wat R2,20 tot en met R2,77 per uur verdien .....	8,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	20,30
Alle werknemers wat R2,78 tot en met R3,90 per uur verdien .....	10,80	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	23,00
Alle werknemers wat R3,91 tot en met R5,03 per uur verdien .....	14,40	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	26,60
Alle werknemers wat R5,04 tot en met R6,16 per uur verdien .....	18,45	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	30,65
Alle werknemers wat R6,17 tot en met R7,30 per uur verdien .....	22,05	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	34,25
Alle werknemers wat R7,31 tot en met R8,67 per uur verdien .....	26,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	38,30".

"Employees"	Per week										
	A	B	C	D	E	F	G	H	I	J	K
	R	R	R	R	R	R	R	R	R	R	R
All employees earning R8,68 up to and including R10,30 per hour .....	28,00	48,40	1,24	19,05	0,40	0,45	0,45	4,00	—	—	101,99
All employees earning R10,31 and more per hour .....	32,60	57,60	1,24	19,60	0,40	0,45	0,45	4,00	—	—	116,34
All employees earning R2,20 up to and including R2,77 per hour .....	8,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	20,30
All employees earning R2,78 up to and including R3,90 per hour .....	10,80	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	23,00
All employees earning R3,91 up to and including R5,03 per hour .....	14,40	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	26,60
All employees earning R5,04 up to and including R6,16 per hour .....	18,45	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	30,65
All employees earning R6,17 up to and including R7,30 per hour .....	22,05	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	34,25
All employees earning R7,31 up to and including R8,67 per hour .....	26,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	38,30".

(2) In subklousule (3), vervang die bestaande tabel deur die volgende:

"Werknemers"	Per uur				
	A	B	C	D	E
	c	c	c	c	c
Alle werknemers wat R8,68 tot en met R10,30 per uur verdien .....	70	121	2	34	227
Alle werknemers wat R10,31 en meer per uur verdien .....	81,5	1,44	2	35	262,5
Alle werknemers wat R2,20 tot en met R2,77 per uur verdien .....	18	—	1	—	19
Alle werknemers wat R2,78 tot en met R3,90 per uur verdien .....	24	—	1	—	25
Alle werknemers wat R3,91 tot en met R5,03 per uur verdien .....	32	—	1	—	33
Alle werknemers wat R5,04 tot en met R6,16 per uur verdien .....	41	—	1	—	42
Alle werknemers wat R6,17 tot en met R7,30 per uur verdien .....	49	—	1	—	50
Alle werknemers wat R7,31 tot en met R8,67 per uur verdien .....	58	—	1	—	59".

(2) In subclause (3) substitute the following for the existing table:

"Employees"	Per hour				
	A	B	C	D	E
	c	c	c	c	c
All employees earning R8,68 up to and including R10,30 per hour .....	70	121	2	34	227
All employees earning R10,31 and more per hour .....	81,5	1,44	2	35	262,5
All employees earning R2,20 up to and including R2,77 per hour .....	18	—	1	—	19
All employees earning R2,78 up to and including R3,90 per hour .....	24	—	1	—	25
All employees earning R3,91 up to and including R5,03 per hour .....	32	—	1	—	33
All employees earning R5,04 up to and including R6,16 per hour .....	41	—	1	—	42
All employees earning R6,17 up to and including R7,30 per hour .....	49	—	1	—	50
All employees earning R7,31 up to and including R8,67 per hour .....	58	—	1	—	59".

(3) In subklousule (4) (a), vervang die bestaande tabel deur die volgende:

(3) In subclause (4) (a), substitute the following for the existing table:

"Werknemers	Per week							
	A	B	C	D	E	F	G	H
	R	R	R	R	R	R	R	R
Alle werknemers wat R8,68 tot en met R10,30 per uur verdien .....	28,00	48,40	1,24	19,05	0,20	—	—	96,89
Alle werknemers wat R10,31 en meer per uur verdien .....	32,60	57,60	1,24	19,60	0,20	—	—	111,24
Alle werknemers wat R2,20 tot en met R2,77 per uur verdien .....	8,10	—	0,55	—	0,20	0,45	9,00	18,30
Alle werknemers wat R2,78 tot en met R3,90 per uur verdien .....	10,80	—	0,55	—	0,20	0,45	9,00	21,00
Alle werknemers wat R3,91 tot en met R5,03 per uur verdien .....	14,40	—	0,55	—	0,20	0,45	9,00	24,60
Alle werknemers wat R5,04 tot en met R6,16 per uur verdien .....	18,45	—	0,55	—	0,20	0,45	9,00	28,65
Alle werknemers wat R6,17 tot en met R7,30 per uur verdien .....	22,05	—	0,55	—	0,20	0,45	9,00	32,25
Alle werknemers wat R7,31 tot en met R8,67 per uur verdien .....	26,10	—	0,55	—	0,20	0,45	9,00	36,30"

"Employees	Per week							
	A	B	C	D	E	F	G	H
	R	R	R	R	R	R	R	R
All employees earning R8,68 up to and including R10,30 per hour.....	28,00	48,40	1,24	19,05	0,20	—	—	96,89
All employees earning R10,31 and more per hour.....	32,60	57,60	1,24	19,60	0,20	—	—	111,24
All employees earning R2,20 up to and including R2,77 per hour.....	8,10	—	0,55	—	0,20	0,45	9,00	18,30
All employees earning R2,78 up to and including R3,90 per hour.....	10,80	—	0,55	—	0,20	0,45	9,00	21,00
All employees earning R3,91 up to and including R5,03 per hour.....	14,40	—	0,55	—	0,20	0,45	9,00	24,60
All employees earning R5,04 up to and including R6,16 per hour.....	18,45	—	0,55	—	0,20	0,45	9,00	28,65
All employees earning R6,17 up to and including R7,30 per hour.....	22,05	—	0,55	—	0,20	0,45	9,00	32,25
All employees earning R7,31 up to and including R8,67 per hour.....	26,10	—	0,55	—	0,20	0,45	9,00	36,30"

Soos gemagtig, vir en namens die partye by die Raad, op hede die 28ste dag van April 1992 te Bloemfontein onderteken.

**I. J. ELS,**

Voorsitter van die Raad.

**B. R. BUYS,**

Visevoorsitter van die Raad.

**A. C. M. VAN VUUREN,**

Sekretaris van die Raad.

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 28th day of April 1992.

**I. J. ELS,**

Chairman of the Council.

**B. R. BUYS,**

Vice-Chairman of the Council.

**A. C. M. VAN VUUREN,**

Secretary of the Council.

**No. R. 2581**

**11 September 1992**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**BOUNYWERHEID, KROONSTAD: WYSIGING VAN OOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

**No. R. 2581**

**11 September 1992**

**LABOUR RELATIONS ACT, 1956**

**BUILDING INDUSTRY, KROONSTAD: AMENDMENT OF AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 14 en 15 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1993 eindig, bindend is vir alle ander 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 gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**G. M. E. CARELSE,**

Adjunkminister van Mannekrag.

**BYLAE**

**NYWERHEIDSRaad VIR DIE BOUNYWERHEID,  
KROONSTAD**

**OOREENKOMS**

ingevoelge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Kroonstadse Vereniging van Boumeesters en  
Aanverwante Vakke**

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

**Amalgamated Union of Building Trade Workers of  
South Africa**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kroonstad, om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2588 van 23 Desember 1988, te wysig, en wel soos volg:

**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die landdrosdistrik Kroonstad;

(b) deur alle werkgewers en werknemers in die Bounywerheid wat onderskeidelik lede van die werkgewersorganisasie of die vakvereniging is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is nie;

(b) van toepassing op kwekelinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is nie;

(c) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;

(d) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoehouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

**2. KLOUSULE 3: WOORDOMSKRYWING**

(1) Vervang die omskrywing van "ambagsman" deur die volgende:

" 'Ambagsman' 'n werknemer in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lone in klousule 4 (1) (c) hiervan voorgeskryf word, wat óf—

(a) 'n vakleerlingkontrak deur tydsverloop kragtens die Wet op Mannekragopleiding, 1981, voltooi het, maar nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie, óf

(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) (b), 14 and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,  
KROONSTAD**

**AGREEMENT**

in accordance with the Labour Relations Act, 1956, made and entered into between the

**Kroonstadse Vereniging van Boumeesters en  
Aanverwante Vakke**

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

**Amalgamated Union of Building Trade Workers of  
South Africa**

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Building Industry, Kroonstad, to amend the Agreement published under Government Notice R. 2588 of 23 December 1988, as follows:

**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed—

(a) in the Magisterial District of Kroonstad;

(b) by all employers and employees in the Building Industry, who are members of the employers' organisation or the trade union, respectively.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(c) apply to working partners and working directors, principals and contractors;

(d) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training.

**2. CLAUSE 3: DEFINITIONS**

(1) Substitute the following for the definition of "artisan":

" 'artisan' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (c), hereof, who has either—

(a) completed an apprenticeship contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, or

33

(b) 'n opleidingstydperk deur tydsverloop kragtens die Wet op Mannekragopleiding, 1981, voltooi het, maar nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie, en

(c) 'n tegniese kollege bygewoon het en in besit van ten minste 'n N1-sertifikaat is, óf

(d) by die Nywerheidsraad as 'n ambagsman kragtens enige vorige ooreenkoms geregistreer is; óf

(e) onmiddellik voor 1 November 1991 vir langer as 3 jaar as ongekwalifiseerde ambagsman by die Nywerheidsraad geregistreer was;"

(2) Vervang paragraaf (d) van die omskrywing van "Bou-nywerheid" deur die volgende paragraaf (d) en voeg die volgende nuwe subparagraawe (aA), (dA), (rA) en (rB) na onderskeidelik paragraawe (a), (d) en (r) in:

"(d) elektrisiteitsinstallering, wat die volgende insluit: Alle bedradingswerk wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, No. 6 van 1983, deur 'n draadwerker verrig moet word en werksaamhede wat daarmee in verband staan;"

"(aA) bloklêwerk: Rifvoegwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vensters en deursyne in posisie, maar uitgesonderd die lê van blokke wat nie in dagha of mastik gelê word nie en die lê, volgens 'n setmaat, van blokke wat in dagha of mastik gelê word;"

"(dA) Vloerlêwerk: Uitmerkwerk, die saag en vassit van houtstrookvloere, lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal na voltooiing van die voorbereidende werksaamhede;"

"(rA) boutimmerwerk: Uitmerk- en afmerkwerk; suile en balke in die lood bring en waterpas maak; die rigting van bekisting vir betonwerk; die montering van bekisting;"

"(rB) houtmasjiënwerk: Uitmerkwerk, afmerkwerk; die opstel van en toesighouding oor houtwerkmasjiëne, behoudens die voorbehoudsbepaling dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiëne of, waar die totale getal masjiëne nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiëne toesig te hou nie;"

(3) Voeg die volgende omskrywing in na die omskrywing van "plattelandse werk":

"'vakman' 'n werknemer in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lone in klousule 4 (1) (d) hiervan voorgeskryf word, wat óf—

(a) 'n vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het en die kwalifiserende ambagstoets geslaag het, óf

(b) 'n opleidingstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het en in die kwalifiserende ambagstoets geslaag het, óf

(c) alle kursusse in die opleidingsmodules vir 'n gespesifiseerde ambag aan 'n erkende institusionele opleidingsentrum suksesvol voltooi het, en

(d) 'n tegniese kollege bygewoon het en in besit is van ten minste 'n N2-sertifikaat; óf

(e) by die Nywerheidsraad as 'n vakman kragtens enige vorige ooreenkoms geregistreer is; óf

(f) onmiddellik voor 1 November 1991 as ambagsman by die Nywerheidsraad geregistreer was;"

(4) Skrap die omskrywing van "ongekwalifiseerde ambagsman".

(5) Voeg die volgende omskrywing in na die omskrywing van "stukwerk":

"'werker met gespesifiseerde vaardighede' 'n werknemer in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lone in klousule 4 (1) (b) hiervan voorgeskryf word, wat nie bewys kan lewer van ambagsmanstatus nie en wat nie die vaardigheidstoets wat deur die Raad voorgeskryf is, suksesvol afgelê het nie, of enige ander tipe werknemer wat deur die Raad van tyd tot tyd goedgekeur mag word."

(b) completed a period of training by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, and

(c) attended a technical college and is in possession of at least an N1 certificate, or

(d) is registered with the Industrial Council as an artisan in terms of any previous agreement; or

(e) was registered with the Industrial Council as an unqualified artisan for more than 3 years immediately prior to 1 November 1991;"

(2) Substitute the following paragraph (d) for paragraph (d) of the definition of "Building Industry" and insert the following new subparagraphs (aA), (dA), (rA) and (rB) after paragraphs (a), (d) and (r), respectively:

"(d) electrical installation, which includes all wiring work which must be performed by a wireman in terms of the Machinery and Occupational Safety Act, No. 6 of 1983, and operations incidental thereto;"

"(aA) blocklaying: Tuck pointing; the erecting, setting into position for building and all subsequent adjustment of jigs, and the setting into position of windows and door jambs, but excluding the laying of blocks not bedded in mortar or mastic;"

"(dA) floor laying: Marking out, cutting and fixing of wooden strip flooring, setting of flooring blocks, floor tiles, sheeting and similar materials after completion of preparatory operations;"

"(rA) structural carpentry: Marking out, setting out, plumbing and levelling off columns and beams, lining up of shuttering for concreting, assembling shuttering;"

"(rB) woodmachining: Marking out, setting out, setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines;"

(3) Insert the following definition after the definition of "country jobs":

"'craftsman' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (d) hereof, who has either—

(a) completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the qualifying trade test, or

(b) completed a period of training in terms of the Manpower Training Act, 1981, and has passed the qualifying trade test, or

(c) successfully completed all courses in the training modules for a specified trade at a recognised institutional training centre, and

(d) attended a technical college and is in possession of at least an N2 certificate; or

(e) is registered with the Industrial Council as a craftsman in terms of any previous agreement; or

(f) was registered with the Industrial Council as an artisan immediately prior to 1 November 1991;"

(4) Delete the definition of "unqualified artisan".

(5) Insert the following definition after the definition of "piece-work":

"'specified skills worker' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (b) hereof, who cannot submit proof of his artisan status and who has not passed the skills test as prescribed by the Council, or any such other type of employment as may be approved by the Council from time to time."

**3. KLOUSULE 4: LONE**

Vervang subklousule (1) deur die volgende:

"(1) Behoudens die oorblywende bepalings van hierdie klousule mag geen werkgewer lone betaal en geen werknemer lone aanvaar wat laer as die volgende uurlikse loon is nie:

	Per uur
	R
(a) Algemene werker.....	2,00
(b) Uitrustingsbediener en werker met gespesifiseerde vaardighede.....	2,51
(c) Ambagsman.....	3,41
(d) Vakman.....	6,00"

**4. KLOUSULE 8: BETALING VAN BESOLDIGING**

Vervang paragraaf (a) in subklousule (3) deur die volgende:

"(a) Die aftrekkings in klousules 19, 23, 25, 27 en 47A hiervan genoem;"

**5. KLOUSULE 9: WERKDAE EN WERKURE**

(1) Vervang paragraaf (c) van subklousule (1) deur die volgende:

"(c) op 'n Saterdag, Sondag en enige statutêre vakansiedag, asook gedurende die vakansietydperk wat in klousule 22 hiervan voorgeskryf word;"

(2) Skrap subklousule (3).

**6. KLOUSULE 11: DIENSBEËINDIGING**

Vervang subklousule (1) en (2) deur die volgende:

"(1) Waar 'n werknemer minder as 65 dae by 'n werkgewer gewerk het, word 2 uur kennisgewing van diensbeëindiging vereis en waar 'n werknemer 65 dae of meer by 'n werkgewer gewerk het, word 2 dae kennisgewing van diensbeëindiging vereis.

(2) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regseldige rede te beëindig; of

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgewer en die werknemer waarby 'n langer tydperk beding word as dié wat hierin bepaal word,

moet 'n werkgewer wat die diens van 'n werknemer wil beëindig, en 'n werknemer wat sy diens by 'n werkgewer wil beëindig, vooraf op 'n bepaalde werkdag kennis van sodanige diensbeëindiging gee aan die werkgewer of die werknemer, na gelang van die geval."

**7. KLOUSULE 19: UITGAWES VAN DIE RAAD**

Vervang subklousules (1) en (3) deur onderskeidelik die volgende:

"(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer—

(a) 'n bedrag van R1,00 per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (b), (c) en (d) hiervan voorgeskryf word, en die werkgewer moet by die bedrag wat aldus afgetrek word, 'n gelyke bedrag voeg;

(b) 'n bedrag van R1,00 per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) hiervan voorgeskryf word, en die werkgewer moet by die bedrag wat aldus afgetrek word, 'n bedrag van 50c voeg;

Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat minder as 40 uur in 'n week vir dieselfde werkgewer gewerk het nie, menslikheidsverlof en toestemming tot afwesigheid in ag genome."

**3. CLAUSE 4: WAGES**

Substitute the following for subclause (1):

"(1) Subject to the remaining provisions of this clause, no employer shall pay, and no employee shall accept, wages at rates lower than the following hourly rates:

	Per hour
	R
(a) General worker.....	2,00
(b) Plant operator/specified skills worker.....	2,51
(c) Artisan.....	3,41
(d) Craftsman.....	6,00"

**4. CLAUSE 8: PAYMENT OF REMUNERATION**

In subclause (3), substitute the following for paragraph (a):

"(a) Deductions referred to in clauses 19, 23, 25, 27 and 47A hereof;"

**5. CLAUSE 9: DAYS AND HOURS OF WORK**

(a) In subclause (1), substitute the following for paragraph (c):

"(c) on a Saturday, Sunday and any statutory holiday, as well as during the holiday period prescribed in clause 22 hereof;"

(b) Delete subclause (3).

**6. CLAUSE 11: TERMINATION OF EMPLOYMENT**

Substitute the following for subclauses (1) and (2):

"(1) An employee who has worked less than 65 days for an employer is required to give 2 hours' notice of termination of employment and an employee who has worked 65 days or more for an employer is required to give 2 days' notice of termination of employment.

(2) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for a good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein,

an employer desirous of terminating the employment of an employee and an employee desirous of terminating an engagement with an employer shall give notice of such termination of employment to the employer or the employee, as the case may be, on any working day."

**7. CLAUSE 19: EXPENSES OF THE COUNCIL**

Substitute the following for subclauses (1) and (3) respectively:

"(1) For the purpose of meeting the expenses of the Council, every employer shall—

(a) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (b), (c) and (d) hereof, and to the amount so deducted the employer shall add an equal amount;

(b) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) hereof, and to the amount so deducted the employer shall add an amount of 50c;

Provided that the provisions of this subclause shall not apply in respect of an employee who has worked for the same employer for less than 40 hours in any week, with due observance of humanitarian leave and permission of absence."

“(3) 'n Werkgewer moet, ten opsigte van die bedrag wat hy ingevolge subklousule (1) (a) en (b) van hierdie klousule afgetrek het van die loon van werknemers vir wie lone in klousule 4 (1) hiervan voorgeskryf word, op elke betaaldag aan elke sodanige werknemer 'n bewysstuk uitreik wat op leesbare wyse met die naam van die firma en die datum van uitreiking van die bewysstuk gerojear is, en die werknemer moet die bewysstuk in 'n bydraeboek plak wat hy by die Sekretaris van die Raad moet kry en wat die werknemer moet behou: Met dien verstande dat die Raad 'n saamgestelde bewysstuk mag uitreik wat almal of sommige van die bedrae insluit wat ingevolge klousules 23, 25, 27, 36, 45, 47 en 47A hiervan betaal is.”.

#### 8. KLOUSULE 20: REGISTRASIE VAN WERKGEWERS EN AMBAGSMANNE

(1) Vervang die opskrif deur die volgende:

“REGISTRASIE VAN WERKGEWERS EN WERKNEMERS”.

(2) Voeg die volgende paragraaf na paragraaf (e) in subklousule (1) by:

“(f) alle sodanige ander inligting as wat die Raad mag vereis.”.

(3) Vervang subklousule (5) deur die volgende:

“(5) *Registrasie van werknemers*: Iemand van wie daar vereis word of wat toegelaat word om werk in die Nywerheid te verrig, moet in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek by die Raad doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman, ambagsman of werker met gespesifiseerde vaardighede, en sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.”.

#### 9. KLOUSULE 22: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Vervang subklousule (1) deur die volgende:

“(1) Die volgende dae word in die Nywerheid as openbare vakansiedae met besoldiging beskou: Statutêre vakansiedae soos deur die Regering afgekondig, uitgesonderd vakansiedae wat buite die werksiklus val.”.

(2) Voeg die volgende subklousule na subklousule (4) by:

“(5) Werkgewers is verplig om werknemers te besoldig ten opsigte van elke statutêre vakansiedag en wel op die eersvolgende betaaldag ná sodanige vakansiedag.”.

10. Vervang klousules 23, 24, 25, 26 en 27 deur die volgende:

“23. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN BYDRAE TOT DIE VAKANSIEFONDS

(1) Benewens besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms geregtig is, moet 'n werkgewer—

(a) aan vakleerlinge in sy diens op die laaste betaaldag onmiddellik voor die jaarlikse verloftydperk wat in klousule 22 hiervan voorgeskryf word, 'n bedrag gelyk aan minstens 15 werkdag se loon betaal;

(b) aan werknemers vir wie lone in die ondergenoemde klousules voorgeskryf word, die volgende weeklikse bedrae betaal, nl.:

4 (1) (a)—R6,42.

4 (1) (b)—R8,49.

4 (1) (c)—R12,10.

4 (1) (d)—R21,29.

(2) Betaling ten opsigte van die statutêre vakansiedae wat buite die vakansietydperk val, vorm nie deel van die vakansiefonds soos in subklousule 1 (b) hiervan voorgeskryf nie en werkgewers is verantwoordelik vir betaling van sodanige vakansiedag se loon op die eersvolgende betaaldag na gemelde vakansiedag.

“(3) An employer shall in respect of the amounts deducted by him in terms of subclause (1) (a) and (b) of this clause from the wages of employees for whom wages are prescribed in clause 4 (1) hereof, issue on each pay-day to each such employee a voucher legibly cancelled with the name of the firm and the date of issue of the voucher, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain: Provided that the Council may issue a composite voucher to include some or all of the payments made in terms of clauses 23, 25, 27, 36, 45, 47 and 47A hereof.”.

#### 8. CLAUSE 20: REGISTRATION OF EMPLOYERS AND ARTISANS

(1) Substitute the following for the heading:

“REGISTRATION OF EMPLOYERS AND EMPLOYEES”.

(2) In subclause (1), insert the following paragraph after paragraph (e):

“(f) all such other particulars as may be required by the Council.”.

(3) Substitute the following for subclause (5):

“(5) *Registration of employees*: Any person who is required or permitted to perform work in the Industry shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman, artisan or specified skills worker to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate.”.

#### 9. CLAUSE 22: ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Substitute the following for subclause (1):

“(1) All statutory holidays as proclaimed by the government shall be regarded as paid public holidays in the Industry, excluding public holidays which do not fall within the work cycle.”.

(2) Insert the following subclause after subclause (4):

“(5) Employers shall be obliged to pay each employee's wage in respect of each statutory holiday on the first pay-day following such statutory holiday.”.

10. Substitute the following clauses for 23, 24, 25, 26 and 27:

“23. PAYMENT IN RESPECT OF ANNUAL LEAVE, PUBLIC HOLIDAYS AND HOLIDAY FUND CONTRIBUTIONS

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay—

(a) apprentices in his employ on the last pay-day immediately preceding the annual leave period prescribed in clause 22 of the Agreement an amount of not less than 15 working days' pay;

(b) to employees for whom wages are prescribed in the undermentioned clauses, the following weekly amounts, namely:

4 (1) (a)—R6,42.

4 (1) (b)—R8,49.

4 (1) (c)—R12,10.

4 (1) (d)—R21,29.

(2) Payment in respect of statutory holidays which fall outside the holiday period are not included in the holiday fund as prescribed in subclause (1) (b) hereof, and employers are obliged to pay wages in respect of such holiday on the first pay-day following such holiday.



(3) *Absenteïsm—openbare vakansiedae*: 'n Werknemer wat afwesig is van sy werk—

(a) sonder sy werkgewer se toestemming; en/of

(b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of

(c) om 'n ander rede as menslikheidsredes wat nie deur die Raad as geldig beskou word nie;

op die werkdag onmiddellik voor of na 'n openbare vakansiedag met besoldiging in klousule 22 (1) bedoel, is nie op betaling vir sodanige dag/e geregtig nie.

(4) 'n Werknemer moet, menslikheidsverlof en toestemming tot afwesigheid in ag genome, minstens 40 uur in 'n week vir dieselfde werkgewer werk om vir 'n bewysstuk ten opsigte van betaling van sy vakansiefondsbydraes te kwalifiseer.

(5) Die werkgewer moet die bedrag wat ingevolge subklousule 1 (b) afgetrek word aan die Sekretaris van die Raad betaal, en die Raad moet bewysstukke aan die betrokke werkgewer uitreik vir alle bedrae wat aldus betaal is.

(6) 'n Werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (5) hiervan aan die Raad oorbetaal het, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewysstuk uitreik wat op 'n leesbare wyse met die naam van die firma en die datum van uitreiking gerojear is, en die werknemer moet sodanige bewysstuk plak in 'n bydrae-boek wat hy by die Raad moet verkry en wat die werknemer moet bewaar, met dien verstande dat die Raad 'n saamgestelde bewysstuk kan uitreik wat sommige of alle bedrae insluit wat ingevolge klousules 19, 25, 27, 36, 45 en 47A hiervan betaal is.

(7) (a) Die bedrae wat ingevolge subklousule (5) aan die Raad betaal word, moet deur die Raad gestort word in 'n fonds wat bekend staan as die Vakansiefonds van die Bounywerheid (hierna die Vakansiefonds genoem), wat ingestel is ingevolge die ooreenkoms wat by Goewermentskennisgewing R. 330 van 1 Maart 1963 gepubliseer is en deur hierdie Ooreenkoms voortgesit word.

(b) Bedrae wat die Raad in sy besit het en waarmee die Vakansiefonds gekrediteer is, kan van tyd tot tyd ingevolge artikel 21 (3) van die Wet op vaste deposito's of as onmiddellik opvraagbaar belê word, en rente wat deur sodanige beleggings opgelewer word, is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die Vakansiefonds. Geen werkgewer en werknemer het 'n aanspraak ten opsigte van sodanige rente nie en hulle is ook nie aanspreeklik vir 'n bydrae tot die koste verbonde aan die administrasie van die Vakansiefonds nie.

(8) (a) Elke werknemer moet so spoedig moontlik na die eerste Vrydag in November elke jaar en hoogstens een week daarna sy bydraeboek by die Sekretaris van die Raad inruil vir 'n kwitansiokaart. Die Raad moet die bedrag wat aan die werknemer verskuldig is ten opsigte van sy vakansiegeld vasstel volgens die waarde van die bewysstukke wat in die bydraeboek geplak is, en moet dié bedrag aan die werknemer betaal op 'n datum waarvoor die Raad moet besluit, maar voor of op die dag voor die begin van die vakansietydperk. Tensy anders deur die Raad gemagtig, moet betaling deur middel van 'n tjek ten gunste van die werknemer geskied, en geen order of magtiging vir betaling aan 'n ander persoon word erken nie.

(b) Indien 'n werknemer versuim om sy vakansiebetaling op te eis binne 'n tydperk van 6 maande vanaf die datum waarop die vakansietydperk begin, word dit verbeur en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word, en kan na goeddunke magtiging vir die betaling daarvan verleen.

(c) Die Raad is nie aanspreeklik om vakansiegeld ten opsigte van bewysstukke wat ingevolge hierdie ooreenkoms aan 'n werknemer uitgereik is, te betaal nie tensy—

(i) sodanige bewysstukke geplak is in 'n bydraeboek wat van die Raad verkry is; en

(3) *Absenteeism—public holidays*: An employee who absents himself—

(a) without his employer's permission; and/or

(b) due to illness without being able to produce a medical certificate; and/or

(c) for any other reason, other than for humanitarian reasons, not considered valid by the Council;

on the working day immediately before or after a paid public holiday referred to in clause 22 (1) shall not be entitled to payment for such day(s).

(4) An employee must, with due observance of humanitarian leave and permission of absence, work for the same employer for not less than 40 working hours in any week to qualify for a voucher in respect of his Holiday Fund contributions.

(5) The amount deducted in terms of subclause (1) (b) shall be paid by the employer to the Secretary of the Council and the Council shall issue vouchers to the employer concerned for all amounts so paid.

(6) An employer shall, in respect of the amounts paid to the Council by him in terms of subclause (5) hereof, issue on each pay-day to each of his employees concerned a voucher legibly cancelled with the name of the firm and the date of issue, and the employee shall affix such voucher in a contribution book to be obtained by him from the Council and which the employee shall retain: Provided that the Council may issue a composite voucher to include some or all the payments made in terms of clauses 19, 25, 27, 36, 45 and 47A hereof.

(7) (a) The amounts paid to the Council in terms of subclause (5) shall be paid by the Council into a fund to be known as the Building Industry Holiday Fund (hereinafter referred to as the Holiday Fund), established in terms of the agreement published under Government Notice 330 of 1 March 1963 and continued by this Agreement.

(b) Any amounts held by the Council to the credit of the Holiday Fund may be invested from time to time in accordance with the provisions of section 21 (3) of the Act on fixed deposit or on call and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the Holiday Fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the Holiday Fund.

(8) (a) As early as possible after the first Friday in November of each year and not later than one week thereafter every employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed in his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council but not later than the day prior to the commencement of the holiday period. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(b) Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(c) The Council shall not be liable to make payment in respect of any vouchers issued to an employee in terms of this Agreement, unless—

(i) such vouchers are affixed in a contribution book obtained from the Council; and



(ii) sodanige bydraeboek voor die begin van die vakansie-tydperk in klousule 22 hiervan voorgeskryf, by die Raad ingedien word.

(d) 'n Werknemer is nie daarop geregtig om voor die dag soos ingevolge paragraaf (a) hiervan deur die Raad voorgeskryf, betaling te eis ten opsigte van bewysstukke wat aan hom uitgereik is nie. Die Raad het egter die reg om sodanige betaling te magtig indien hy na goeë dunde dit raadsaam ag. In geval van die afsterwe van 'n werknemer, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, per tjek ten gunste van sy boedel getrek, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

(9) Ingeval hierdie Ooreenkoms deur tydsverloop verstryk of om 'n ander rede beëindig word, moet die Vakansiefonds verder deur die Raad geadminestreer word totdat dit óf gelikwider óf deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Vakansiefonds in die lewe geroep is.

(10) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrateur 'n komitee uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging vir albei kante aanstel, en die Vakansiefonds moet verder deur sodanige komitee geadminestreer word. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur uit die geledere van óf die werkgewers óf die werknemers, na gelang van die geval, gevul word ten einde 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of 'n dooie punt daarvoor ontstaan wat die administrasie van die Vakansiefonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee besit vir sodanige doel al die bevoegdhede van die komitee. As daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds op die wyse uiteengesit in subklousule (11) van hierdie klousule, deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwider word, en indien die Raad se sake by verstryking van hierdie Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds soos in artikel 34 (2) van die Wet bepaal, verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwidasië van die Fonds ingevolge subklousule (10) hiervan moet die geld waarmee die Fonds nog gekrediteer is nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië koste, betaal is, in die algemene fondse van die Raad gestort word.

#### 24. BYDRAEBOEK

(1) 'n Werknemer moet op 'n vorm wat van die Raad verkry moet word, om 'n bydraeboek aansoek doen; die werknemer moet sodanige vorm invul deur die besonderhede te verstrek wat die Raad van tyd tot tyd voorskryf.

(2) Die bydraeboeke en bewysstukke wat aan werknemers uitgereik word, is nie oordraagbaar nie en mag ook nie geseëdeer of verpand word nie. Bewysstukke wat deur enigeen op 'n ander wyse as ooreenkomstig hierdie Ooreenkoms verkry is, kan deur die Raad ten bate van sy fondse gekonfiskeer word.

(3) Geen bewysstukke mag aan 'n werknemer uitgereik word nie, uitgesonderd ooreenkomstig hierdie Ooreenkoms, en geen werknemer is geregtig op betalings vir meer as 49 weeklikse aftrekkings ten opsigte van 'n tydperk van 12 maande wat op die eerste Vrydag in November elke jaar eindig nie.

(ii) such contribution book is deposited with the Council before the commencement of the holiday period prescribed in clause 22 of the Agreement.

(d) An employee shall not be entitled to claim for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Holiday Fund shall be paid to his estate by cheque drawn in favour of such estate upon his contribution book being lodged with the Council.

(9) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Holiday Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Holiday Fund was created.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Holiday Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the committee for such purpose. If there is no Council in existence upon the expiration of this Agreement, the Fund shall be liquidated by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (11) of this clause, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (2) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (10) hereof the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

#### 24. CONTRIBUTION BOOK

(1) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribe.

(2) The contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person, otherwise than in accordance with this clause, may be confiscated by the Council for the benefit of its funds.

(3) No vouchers may be issued to an employee except in accordance with this Agreement, and no employee shall be entitled to payments in excess of 49 weekly deductions in respect of any period of 12 months ending on the first Friday of November of each year.

(4) Elke werknemer moet so spoedig moontlik na die eerste Vrydag in November elke jaar en hoogstens een week daarna sy bydraeboek by die Sekretaris van die Raad inruil vir 'n kwitansiekaart.

(5) Die Raad is nie aanspreeklik om bedrae ten opsigte van bewysstukke wat ingevolge hierdie Ooreenkoms aan 'n werknemer uitgereik is, te betaal nie tensy sodanige bewysstukke geplaak is in 'n bydraeboek wat van die Raad verkry is en sodanige bydraeboek voor die begin van die vakansietydperk in klousule 22 van die Ooreenkoms voorgeskryf, by die Raad ingedien word.

(6) 'n Werknemer is nie daarop geregtig om voor die dag ingevolge paragraaf (5) hiervan deur die Raad voorgeskryf, betaling te eis ten opsigte van bewysstukke wat aan hom uitgereik is nie. Die Raad het egter die reg om sodanige betaling te magtig indien hy na goeddunke dit raadsaam ag. In geval van die afsterwe van 'n werknemer moet die bedrag wat uit die Vakansiefonds soos in klousule 23 van die Ooreenkoms voorgeskryf, aan hom verskuldig is, per tjeek ten gunste van sy boedel getrek, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

#### 25. VOORSORGFONDS EN PENSIOENFONDS

(1) (a) Die Raad moet, op 'n wyse soos deur die Wet voorgeskryf en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n Voorsorgfonds met aftree- en sterftevoordele vir werknemers vir wie lone in klousule 4 (1) (a), (b) en (c) van die Ooreenkoms voorgeskryf word, stig.

(b) Die oogmerke van die Voorsorgfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede.

(c) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (a), (b) en (c) van die Ooreenkoms voorgeskryf word.

(d) Bystand wat kragtens die Voorsorgfonds oploop, is nie oordraagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 2% moet van 'n werknemer vir wie lone in klousule 4 (1) (a), (b) en (c) hiervan voorgeskryf word, se weeklikse loon, bereken op 'n 44-uurweek, afgetrek word en gemelde werknemer se werkgever moet 'n gelyke bedrag weekliks tot die Voorsorgfonds bydra.

(f) Bydraes moet weekliks by die Raad inbetaal word en maandeliks deur die Raad aan Fedlife Assurance Limited (Reg. No. 05/17130/06) oorbetal word.

(g) Kopieë van dokumente wat breedvoerige besonderhede van die Voorsorgfonds bevat, moet by die Direkteur-generaal van Mannekrag ingedien word.

(2) (a) Die Raad moet, op 'n wyse soos deur die Wet voorgeskryf, en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n bevredigende pensioenfonds beding en voortsit vir werknemers vir wie lone in klousule 4 (1) (d) van die Ooreenkoms voorgeskryf word.

(b) Die oogmerke van die Pensioenfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede, wat ook gratifikasie-, ongeskiktheids- en sterftevoordele insluit.

(c) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (d) van die Ooreenkoms voorgeskryf word.

(d) Bystand kragtens die Pensioenfonds is nie oordraagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 7% moet van 'n werknemer vir wie lone in klousule 4 (1) (d) van die Ooreenkoms voorgeskryf word, se weeklikse loon, bereken op 'n 44-uurweek, afgetrek word en gemelde werknemer se werkgever moet 'n gelyke bedrag weekliks tot die Pensioenfonds bydra.

(f) Bydraes moet weekliks by die Raad inbetaal word en maandeliks deur die Raad aan Fedlife Assurance Limited (Reg. No. 05/17130/06) oorbetal word.

(4) As early as possible after the first Friday in November of each year and not later than one week thereafter, every employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. (33)

(5) The Council shall not be liable to make payment in respect of any vouchers issued to an employee in terms of this Agreement, unless such vouchers are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the commencement of the holiday period prescribed in clause 22 hereof.

(6) An employee shall not be entitled to claim for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (5) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Holiday Fund as prescribed in clause 23 hereof shall be paid to his estate by cheque drawn in favour of such estate upon his contribution book being lodged with the Council.

#### 25. PROVIDENT FUND AND PENSION FUND

(1) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), establish the Provident Fund with retirement and death benefits for employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(b) The objects of the Provident Fund shall be to entitle employees to an income upon retirement.

(c) Membership of the Provident Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(d) Any benefits accruing under the Provident Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 2% of the weekly wage, calculated on a 44 hour week, of an employee for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof shall be deducted and an equal amount shall be contributed by the employee's employer towards the Provident Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.

(g) Copies of documents containing detailed information of the Provident Fund shall be lodged with the Director-General of Manpower.

(2) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), negotiate and continue a satisfactory pension fund for employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(b) The objects of the Pension Fund shall be to entitle employees to an income upon retirement, which shall include gratuity disability and death benefits.

(c) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(d) Any benefits accruing under the Pension Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 7% of the weekly wage, calculated on a 44 hour week, of an employee for whom wages are prescribed in clause 4 (1) (d) hereof shall be deducted and an equal amount shall be contributed by the employee's employer towards the Pension Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.

# A STATEMENT FROM THE INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WP)

## WAGE NEGOTIATIONS

At a final dispute meeting held on Monday, 5 September 1994 wage negotiations were concluded between Building Industry Trade Unions and Employer Associations.

Following protracted periods of illegal industrial action, disputes declared by one of the employer groups and many weeks of negotiations, agreement was reached on minimum wages for Building Industry workers in two stages as follows:

	Total% Increase	1 November 1994		1 May 1995	
		Increase per		Increase per	
		Month (Approx)	Hour	Month (Approx)	Hour
General Workers	12,0%	R101	R0,55	R11	R0,06
Artisans	11,7%	R200	R1,16	R25	R0,15

The basic minimum wages of all other categories of employees will increase in proportion to the above rates of increase. The contributions by the employers to the holiday pay, pension, medical aid and sick leave pay funds will also increase proportionately but on the November increase only.

The parties to the Industrial Council align themselves to the principle of collective bargaining and agree that the Council remains the sole forum for the bargaining process and settlement of disputes. The Building Industry is just emerging from the longest and severest recession in memory and the parties agree that the maintenance of stable labour relations is of vital importance not only to investor confidence and the development of economic prosperity in our region, but equally to the success of the Government's Reconstruction and Development Programme.

The parties represented on the Industrial Council are:

### Trade Unions

Building Workers' Union  
 South African Woodworkers' Union  
 Construction & Allied Workers' Union  
 Amalgamated Society of Woodworkers  
 Amalgamated Union of Building Trade Workers of South Africa  
 South African Operative Masons' Society

### Employers

Master Builders & Allied Trades' Association (Cape Peninsula)  
 Small Builders' Association  
 Master Masons and Quarry Owners' Association

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CT 9/9/94



BUILDING INDUSTRIAL COUNCIL  
 BOUNYWERHEIDSRaad · WP

The Industrial Council for the Building Industry WP

(8) (a) 'n Werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (3) hiervan afgetrek het, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewysstuk ter waarde van sodanige bedrae uitreik wat op 'n leesbare wyse met die naam van die firma en die datum van uitreiking geroeër is, en die werknemer moet sodanige bewysstuk plak in 'n bydraeboek wat hy van die Raad moet verkry en wat die werknemer moet bewaar: Met dien verstande dat die Raad 'n saamgestelde bewysstuk kan uitreik wat betalings insluit ten opsigte van ander fondse wat die Raad administreer.

(b) Die werknemer moet die saamgestelde bewysstukke in paragraaf (a) hiervan bedoel, inplak in die bydraeboek wat in klousule 24 hiervan beskryf is, en die bydraeboek is aan dieselfde reëls en regulasies onderworpe as dié in klousule 24 hiervan.

(9) (a) 'n Lid wat vanweë die feit dat hy werkloos is, nie vir sy bystand kwalifiseer nie of tydelik werkzaam is in 'n gebied buite die gebied waarop hierdie Ooreenkoms van toepassing is, kan, indien hy dit verlang, aan die Raad die bedrag van die premie betaal wat betaalbaar is. Die Raad moet aan die betrokke lid 'n bewysstuk uitreik en genoemde lid moet sodanige bewysstuk in sy bydraeboek plak.

(b) 'n Lid wat nie sy premies ingevolge hierdie klousule kontant betaal nie, herkwalifiseer vir sy bystand ingevolge hierdie klousule nadat 'n gelyke aantal bydraes tot en met 13 bydraes en daarna 'n verdere 13 bydraes gemaak is."

#### 11. KLOUSULE 28: BYSTAND OOREENKOMSTIG DIE BYSTANDSFONDS

(a) Vervang subklousule (1) deur die volgende:

"(1) Die oogmerke van die Bystandsfonds is om werknemers te vergoed vir verlies van verdienste as gevolg van werkloosheid wat veroorsaak is deur siekte of 'n ongeluk en om mediese bystand te verleen."

(b) Skrap subklousule (6).

#### 12. KLOUSULE 36: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(a) In subklousule (2), vervang die uitdrukking "15c" deur die uitdrukking "45c".

(b) In subklousule (3), vervang die uitdrukking "drie volle werkdae" deur die uitdrukking "40 uur".

#### 13. KLOUSULE 40: VERBOD OP INDIENSNEMING

Vervang subklousule (1) deur die volgende:

"(1) Geen werknemer, uitgesonderd 'n vakman, ambagsman, vakleerling of werker met gespesifiseerde vaardighede, mag vir geskoolde werk in diens geneem word nie tensy die toestemming van die Raad vooraf verkry is."

#### 14. KLOUSULE 45: VAKVERENIGINGLEDGELD EN BYDRAES TOT DIE VAKVERENIGING SE BYSTANDSFONDS

Vervang subklousules (1) tot (11) deur die volgende:

"(1) Die vakvereniging moet van elke werknemer wat lid is van die vakvereniging, skriftelike bewys van sodanige lidmaatskap aan die Raad lewer.

(2) Die Raad moet 'n bedrag van R1,75 per week ten opsigte van ledegeld van elke werknemer se weeklikse bydrae tot die Spaarskema soos in klousule 47A hiervan vermeld, aftrek en aan die vakvereniging op 'n maandelikse basis oorbetal.

(3) Die Raad moet invorderingsgeld van 5% aftrek van die geld wat ingevolge subklousule (2) hiervan ingevorder is, en die bedrag aldus afgetrek, val die algemene fondse van die Raad toe."

(8) (a) An employer shall, in respect of the amounts deducted by him in terms of subclause (3) hereof issue on each payday to each of his employees concerned a voucher legibly cancelled with the name of the firm and the date of issue, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Council and which the employee shall retain: Provided that the Council may issue a composite voucher to include payments in respect of any other funds administered by the Council.

(b) The employee shall affix the composite vouchers referred to in paragraph (a) hereof in the contribution book described in clause 24 hereof and the contribution book shall be subject to the same rules and regulations as are contained in clause 24.

(9) (a) A member who, by reason of the fact that he is unemployed, does not qualify for his benefits, or is temporarily employed in an area outside the area to which this Agreement applies, may, if he so desires, pay to the Council the amount of the premium payable. The Council shall issue to the member concerned a voucher and the said member shall affix such voucher in his contribution book.

(b) A member who does not pay his premiums in terms of this clause in cash shall re-qualify for his benefits after an equal number of contributions, up to and including 13 contributions, and thereafter a further 13 contributions have been made."

#### 11. CLAUSE 28: BENEFITS UNDER THE BENEFIT FUND

(a) Substitute the following for subclause (1):

"(1) The objects of the Benefit Fund shall be to compensate employees for loss of earnings arising from unemployment caused by sickness or accident and to provide medical assistance."

(b) Delete subclause (6).

#### 12. CLAUSE 36: THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(a) In subclause (2), substitute the expression "45c" for the expression "15c".

(b) In subclause (3), substitute the expression "40 hours" for the expression "three full working days".

#### 13. CLAUSE 40: PROHIBITED EMPLOYMENT

Substitute the following for subclause (1):

"(1) No employee other than a craftsman, artisan, apprentice or specified skills worker shall be employed on skilled work without the prior consent of the Council."

#### 14. CLAUSE 45: TRADE UNION SUBSCRIPTIONS AND CONTRIBUTIONS TO THE TRADE UNION'S BENEFIT FUND

Substitute the following for subclauses (1) to (11):

"(1) The trade union shall submit to the Council written proof of membership of each employee who is a member of the trade union.

(2) The Council shall deduct an amount of R1,75 per week from an employee's weekly contribution towards the Savings Scheme referred to in clause 47A hereof, in respect of such employee's union subscription fee, and shall pay such amount over to the trade union on a monthly basis.

(3) The Council shall deduct a collection fee of 5% from the monies collected in terms of subclause (2) hereof and the amount so deducted shall accrue to the general funds of the Council."

**15. KLOUSULE 46: WERKGEWERS-ORGANISASIEGELDE**

(a) Vervang die uitdrukking "25c" in subklousule (1) deur die uitdrukking "40c".

(b) Vervang die uitdrukking "drie volle werkdag" in subklousule (2) deur die uitdrukking "40 uur".

**16. KLOUSULE 47: OPLEIDINGSFONDS VIR DIE BOUNYWERHEID**

Vervang subklousule (1) deur die volgende:

"(1) Nademaal die Raad verwittig is van die instelling van die Opleidingskema vir die Bounywerheid [ingestel deur die Bouindustrie Federasie (Suid-Afrika), ingevolge Goewermenskennisgewing R. 1948 van 11 September 1987, kragtens die Wet op Mannekragopleiding, 1981], magtig die Raad hierby, vir die doel om die oogmerke te implementeer wat in die konstitusie van genoemde Opleidingskema uiteengesit word, die insameling van bydraes ooreenkomstig die prosedures soos voorgeskryf en bereken teen 1,5% van die bruto weeklikse lone betaal deur 'n werkgewer. Die Raad is verder geregtig op 'n invorderingsgeld soos voorgeskryf in die konstitusie van genoemde Opleidingskema.

(2) 'n Opleidingskema, soos voorgeskryf deur die Bouindustrie Federasie (Suid-Afrika) en in ooreenstemming met die Wet op Mannekragopleiding, 1981, moet in die landdrostrik Kroonstad ingestel gestel word."

17. Voeg die volgende nuwe klousules 47A en 47B in:

**"47A. SPAARSKEMA**

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 4 (1) van die Ooreenkoms voorgeskryf is, 'n bedrag van R2 per week aftrek van die loon van sodanige werknemer wat minstens 40 uur gedurende daardie week vir hom gewerk het.

(2) Bedrae wat ingevolge subklousule (1) afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledesgeld aan die vakvereniging betaal moet word.

**47B. KLAGTES**

Alle klagtes moet binne vier weke na die ontstaan van 'n geskil tussen 'n werkgewer en 'n werknemer by die Raad se agent aangemeld word.

Aldus gedoen en geteken namens die partye te Kroonstad hede die 30ste dag van Oktober 1991.

**J. H. LABUSCHAGNE,**  
Voorsitter.

**F. LE R. GELDENHUIS,**  
Ondervoorsitter.

**M. M. KEEVEY,**  
Sekretaris.

No. R. 2585

11 September 1992

WERKLOOSHEIDSVERSEKERINGSWET, 1966

WYSIGING VAN REGULASIES

Die Minister van Mannekrag het kragtens artikel 62 van die Werkloosheidsversekeringswet, 1966 (Wet No. 30 van 1966), die regulasies in die Bylae hierby, uitgevaardig.

**15. CLAUSE 46: EMPLOYER'S ORGANISATION FEES**

(a) In subclause (1), substitute the expression "~~40c~~" for the expression "25c".

(b) In subclause (2), substitute the expression "~~40 hours~~" for the expression "three full working days".

**16. CLAUSE 47: BUILDING INDUSTRIES TRAINING FUND**

Substitute the following for subclause (1):

"(1) Whereas the Council has been advised of the establishment of the Building Industries Training Scheme [inaugurated by the Building Industries Federation (South Africa) in terms of Government Notice R. 1948 of 11 September 1987, in accordance with the Manpower Training Act, 1981], the Council hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Scheme, the collection of contributions in accordance with the procedure prescribed and calculated at a rate of 1,5% on the weekly gross wages paid by an employer. The Council is furthermore entitled to a collection fee as prescribed in the constitution of the said Training Scheme.

(2) A Training Scheme, as prescribed by the Building Industries Federation (South Africa) and in accordance with the Manpower Training Act, 1981, shall be instituted in the magisterial district of Kroonstad."

17. Insert the following new clauses 47A and 47B:

**"47A. SAVINGS SCHEME**

(1) An employer may, with the consent of his employee for whom wages are prescribed in clause 4 (1) hereof, deduct an amount of R2,00 per week from the wage of such employee who has worked for him for not less than 40 hours during that week.

(2) Amounts deducted in terms of subclause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(3) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

**47B. COMPLAINTS**

All complaints are to be reported to the Council's agent within four weeks from a dispute arising between an employer and an employee."

Thus done and signed at Kroonstad on behalf of the parties, this 30th day of October 1991.

**J. H. LABUSCHAGNE,**  
Chairman.

**F. LE R. GELDENHUIS,**  
Vice Chairman.

**M. M. KEEVEY,**  
Secretary.

No. R. 2585

11 September 1992

UNEMPLOYMENT INSURANCE ACT, 1966

AMENDMENT OF REGULATIONS

The Minister of Manpower has, under section 62 of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966), made the regulations set out in the Schedule hereto.

# 80 000 lose jobs, more under threat

S/Times (BUS) 11/10/92

By ADRIAN HERSCH

MORE than 80 000 jobs have been lost in four major sectors this year.

Retrenchments will continue in the last quarter. In some industries the job loss rate could accelerate.

The Steel and Engineering Industries Federation of SA (Seifsa) reports that 25 000 jobs were shed in the first nine months of this year.

This reduction brings employment in this sector down to 322 000 — the lowest in the past 20 years.

In November 1981 employment in the industry reached a peak of 454 000.

Seifsa economics head Michael McDonald expects that about 10 000 jobs will be lost in the current quarter, bringing the total for the year to 35 000 (the same as in 1991).

Mr McDonald is not optimistic about 1993, saying: "Lay-offs will continue at least for the first few months of 1993. There may be some improvement after that, but it will depend on several factors."

"These factors include the political situation, the drought, and demand for steel from the northern hemisphere countries — where economic growth is slow at the moment."

## Focus on controls

MARKETING control boards will come under the spotlight at an ANC seminar in November.

The seminar will study the future of control boards and consider which should be retained or eliminated.

A spokesman says the ANC believes deregulation is the ideal. However, the fruit industry, as an example, has done well through its marketing boards.

But the meat industry cannot follow the same marketing patterns. Meat, with its high level of powerful interest groups, could be the most difficult to deregulate.

Chamber of Mines spokesman Benade Wessels says that in the first seven months of this year 17 340 jobs were lost on gold mines and 1 871 in collieries.

Some positions were shed through natural attrition, but most were due to retrenchment.

Mr Wessels says it is difficult to predict job levels in the industry because "they are so dependent on the price of gold".

More than 17 000 jobs have been lost in clothing and textiles this year.

At least 10 000 workers have been retrenched in the clothing sector.

**Cyclical 33**

But National Clothing Federation executive director Hennie van Zyl fears "we might not have seen the worst of it yet".

"Job-saving mechanisms, such as short-time work, have been exhausted at most businesses. It is possible that the lay-off rate could accelerate."

Mr Van Zyl says the industry faces more than a cyclical decline. When the time for restructuring comes, "which is now overdue", some "unpopular decisions may have to be made".

The Textile Federation of SA reports that about 7 000 jobs have been lost this year.

Federation executive director Brian Brink says employment levels stabilised earlier in the year, but the decline has resumed.

"There is nothing to indicate we have reached a turning point," says Mr Brink.

In the building industry 9 000 jobs were lost in the year to the end of March.

Former Building Industries Federation of SA (Bifsa) executive director Neil Fraser said in July that since March "job losses may have been as high as 4 000 a month".

Figures since then are not available.

# Builder unpaid

■ Owner of Procon denies hiring builder

*Sowetan 15/10/92*

By Joe Mdhlela

A Mozambican expatriate who worked as a sub-contractor for Procon building contractors claimed this week that the owner of the company refuses to pay him R1 930 due to him.

Mr Armando Munguambe claimed he entered into an agreement with the owner of the company, Mr Louis van Wyk, to work on eight houses.

Munguambe completed his sub-contracting work in April,

and has to date been paid R1 990.

"I have been seeing Van Wyk since April demanding the balance of R1 930. Van Wyk keeps saying he does not have money."

Van Wyk denied that he had employed Munguambe. Another sub-contractor a Mr Jacobs, did and has left the Witwatersrand.

Van Wyk made it clear he did not take kindly to my questions.

"If you publish the story I will sue *Sowetan* for damages," he said.

33

*(Handwritten mark)*

Property Editor

**SOUTH AFRICA** is set to become the major training centre for the building industry in southern Africa.

Ian Robinson, executive director of Bifsa said while Bifsa training colleges were presently running at well below capacity due to industry cutbacks in training as a result of the recession, enrolments were being boosted by students from other southern African countries.

"So far we have trainees from both Namibia and Botswana but interest in our courses has been expressed by almost all neighbouring countries.

## SA key <sup>33</sup> CT-22/10/92 centre for building industry training

"In fact we have a five man delegation from Zambia arriving in three weeks to set up a two-way training programme.

"They believe the courses we offer are the best in the world as they are tailored to the needs of developing countries.

"Not only will they be sending candidates

for training to South Africa but they have also requested we send trainers to Zambia.

"So in this way the industry is definitely doing its bit to help promote South Africa as the leading force in the southern African region."

Robinson said in spite of the recession Bifsa was still ploughing about R20m a year into training.

"We are definitely going to have to investigate a more equitable means of levying the industry to finance training. But in the meantime foreign trainees will also help offset the cost of administering the training centres."



Description	Number	Beskrywing	Getal
carpet knife blades.....	3	verdeelpasser, 250 mm.....	1
dividing compasses, 250 mm.....	1	versinkboor.....	1
countersink bit.....	1	verstekbak.....	1
mitre box.....	1	verstekhaak.....	1
mitre square.....	1	verstelboor.....	1
expansion bit.....	1	verstelsleutel, 200 mm.....	1
shifting spanner, 200 mm.....	1	vyle (stel):	
files (set):		groot rond.....	1
large round.....	1	klein driehoek.....	1
small triangle.....	1	klein rond.....	1
small round.....	1	waterpas, ± 900 mm.....	1
spirit level, ± 900 mm.....	1	waterpomptang.....	1
waterpump pliers.....	1	Yankee-skroewedraaiers:	
Yankee screwdrivers:		groot.....	1
large.....	1	klein.....	1
small.....	1	ystersaag.....	1
hacksaw.....	1	ystersaaglemme (fyn).....	2
hacksaw blades (fine).....	2	dakplaatbuiger.....	1
roof sheet bending tool.....	1	spansaag.....	1
bow-saw.....	1	spons, 100 × 100 × 75 mm.....	1
sponge, 100 × 100 × 75 mm.....	1	staalborsel.....	1
steel brush.....	1	(d) Timmerman en skrynerker	
(d) Carpenter and joiner		Beskrywing	Getal
toolbox.....	1	gereedskapkis.....	1
padlock, 30 mm.....	1	hangslot, 30 mm.....	1
safety hat.....	1	harde hoed.....	1
clean overalls.....	1	skoon oorpak.....	1
concrete bits (set):		betonbore (stel):	
4 mm.....	1	4 mm.....	1
6 mm.....	1	6 mm.....	1
8 mm.....	1	8 mm.....	1
10 mm.....	1	10 mm.....	1
12 mm.....	1	12 mm.....	1
14 mm.....	1	14 mm.....	1
16 mm.....	1	16 mm.....	1
tinman's shears.....	1	blikskêr.....	1
block hammer.....	1	blokhamer.....	1
wire pliers.....	1	draadtang.....	1
awl.....	1	eis.....	1
fretsaw.....	1	figuursaag.....	2
fretsaw blades:		figuursaaglemme:	
fine.....	2	fyn.....	2
medium.....	2	medium.....	2
G-cramp.....	2	G-klamp.....	2
hand drill.....	1	handboor.....	1
wood chisels (set):		houtbeitels (stel):	
6 mm.....	1	6 mm.....	1
10 mm.....	1	10 mm.....	1
13 mm.....	1	13 mm.....	1
19 mm.....	1	19 mm.....	1
25 mm.....	1	25 mm.....	1
wood bits (set):		Houtbore (stel):	
4 mm.....	1	4 mm.....	1
6 mm.....	1	6 mm.....	1
8 mm.....	1	8 mm.....	1
10 mm.....	1	10 mm.....	1
12 mm.....	1	12 mm.....	1
14 mm.....	1	14 mm.....	1
16 mm.....	1	16 mm.....	1
19 mm.....	1	19 mm.....	1
rip-saw.....	1	kloofsaag.....	1
claw-hammer.....	1	klouhamer.....	1
tommy bar.....	1	knewel.....	1
		knyptang.....	1
		kontinentale hamer, 500 g.....	1

Description	Number	Beskrywing	Getal
pincers.....	1	koubeitels:	
continental hammer, 500 g.....	1	13 mm.....	1
cold chisels:		25 mm.....	1
13 mm.....	1	kruishout (dubbelpen).....	1
25 mm.....	1	maatbande:	
marking gauge (double pin).....	1	5 m.....	1
measuring tapes:		30 m.....	1
5 m.....	1	mokerhamer, 2 kg.....	1
30 m.....	1	nylonlyn, 30 m.....	2
club hammer, 2 kg.....	1	oliekan.....	1
nylon line, 30 m.....	2	oliesteen (kombinasie).....	1
oil can.....	1	omslag.....	1
oil stone (combination).....	1	pons.....	1
belly brace.....	1	potlood (sag).....	2
pencil (soft).....	2	pypwaterpas, 20 m.....	1
pipe level, 20 m.....	1	rasper, 250 mm.....	1
rasp, 250 mm.....	1	rugsaaag.....	1
back saw.....	1	saagsetter.....	1
saw set.....	1	skaaf no. 4.....	1
plane no. 4.....	1	skroeftang, 250 mm.....	1
vice grip, 250 mm.....	1	skroewedraaiers (stel):	
screwdrivers (set):		groot met plat punt.....	1
large with flat point.....	1	medium met plat punt.....	1
medium with flat point.....	1	klein met plat punt.....	1
small with flat point.....	1	groot met sterpunt.....	1
large with star point.....	1	medium met sterpunt.....	1
medium with star point.....	1	klein met sterpunt.....	1
small with star point.....	1	skrynwerkhamer.....	1
joiner's hammer.....	1	skuifklampe, ± 900 mm.....	1
slide clamps, ± 900 mm.....	1	slaglyn.....	1
chalk line.....	1	slaglynkryt, 30 g.....	1
chalk refill, 30 g.....	1	seutelgatsaaag.....	1
keyhole saw.....	1	spykerpons.....	1
nail punch.....	1	spykersak.....	1
nail bag.....	1	staalbore (stel):	
steel drills (set):		3 mm.....	1
3 mm.....	1	4 mm.....	1
4 mm.....	1	6 mm.....	1
6 mm.....	1	8 mm.....	1
8 mm.....	1	12 mm.....	1
12 mm.....	1	staalwinkelhake:	
steel squares:		150 x 100 mm.....	1
150 x 100 mm.....	1	600 x 450 mm.....	1
600 x 450 mm.....	1	steenbeitel.....	1
brick bolster.....	1	swaaihaak.....	1
adjustable square.....	1	tapytmes.....	1
carpet knife.....	1	tapytmeslemme.....	3
carpet knife blades.....	3	verdeelpasser, 250 mm.....	1
dividing compasses, 250 mm.....	1	versinkboor.....	1
countersink bit.....	1	verstekbak.....	1
mitre box.....	1	verstekhaak.....	1
mitre square.....	1	verstelboor.....	1
expansion bit.....	1	verstelsleutel, 200 mm.....	1
shifting spanner, 200 mm.....	1	vyle:	
files (set):		groot rond.....	1
large round.....	1	klein driehoek.....	1
small triangle.....	1	klein rond.....	1
small round.....	1	waterpas, ± 900 mm.....	1
spirit level, ± 900 mm.....	1	waterpomptang.....	1
waterpump pliers.....	1	Yankee-skroewedraaiers:	
yankee screwdrivers:		groot.....	1
large.....	1	klein.....	1
small.....	1	ystersaaag.....	1
hack-saw.....	1	ystersaaaglemme (Fyn).....	2
hacksaw blades (fine).....	2	dwarssaag.....	1
cross cut saw.....	1	kurwesaag.....	1
coping saw.....	1		

Description	Number	Beskrywing	Getal
rebate plane.....	1	sponningskaaf .....	1
piercing saw.....	1	steekssaag .....	1
Mitre plane.....	1	versteksaaf .....	1
roof sheet bending tool.....	1	dakplaatbuiger.....	1
bow-saw .....	1	spansaag .....	1
sponge, 100 x 100 x 75 mm .....	1	spons, 100 x 100 x 75 mm.....	1
steel brush .....	1	staalborsel.....	1
(e) Joiner		(e) skrynwerker	
Description	Number	Beskrywing	Getal
Toolbox.....	1	gereedskapkis .....	1
padlock, 30 mm.....	1	hangslot, 30 mm .....	1
safety hat .....	1	harde hoed.....	1
clean overalls.....	1	skoon oorpak .....	1
concrete bits (set):		betonbehere:	
4 mm .....	1	4 mm .....	1
6 mm .....	1	6 mm .....	1
8 mm .....	1	8 mm .....	1
10 mm .....	1	10 mm .....	1
12 mm .....	1	12 mm .....	1
14 mm .....	1	14 mm .....	1
16 mm .....	1	16 mm .....	1
tinman's shears .....	1	bliksker .....	1
block hammer .....	1	blokhamer .....	1
wire pliers.....	1	draadtang .....	1
awl .....	1	els.....	1
fret-saw.....	1	figuursaag.....	1
fretsaw blades:		figuursaaglemme:	
fine .....	2	fyn .....	2
medium .....	2	medium .....	2
G-cramp.....	2	G-klampe.....	2
hand drill .....	1	handboor .....	1
wood chisels (set):		houtbeitels (stel):	
6 mm .....	1	6 mm .....	1
10 mm .....	1	10 mm .....	1
13 mm .....	1	13 mm .....	1
19 mm .....	1	19 mm .....	1
25 mm .....	1	25 mm .....	1
wood bits (set):		houtbore (stel):	
4 mm .....	1	4 mm .....	1
6 mm .....	1	6 mm .....	1
8 mm .....	1	8 mm .....	1
10 mm .....	1	10 mm .....	1
12 mm .....	1	12 mm .....	1
14 mm .....	1	14 mm .....	1
16 mm .....	1	16 mm .....	1
19 mm .....	1	19 mm .....	1
ripsaw .....	1	kloofsaag .....	1
claw-hammer .....	1	klouhamer.....	1
tommy bar.....	1	knewel .....	1
pincers.....	1	knyptang.....	1
continental hammer, 500 g.....	1	kontinentale hamer, 500 g.....	1
cold chisels:		koubeitels:	
13 mm .....	1	13 mm .....	1
25 mm .....	1	25 mm .....	1
marking gauge (double pin) .....	1	kruishout (dubbelpen).....	1
measuring tapes:		maatbande:	
5 m .....	1	5 m .....	1
30 m .....	1	30 m .....	1
club hammer, 2 kg.....	1	moker hamer, 2 kg .....	1
nylon line, 30 m .....	2	nylonlyn, 30 m.....	2
oil can .....	1	oliekan .....	1
oil stone (combination).....	1	oliesteen (kombinasie).....	1
belly brace .....	1	omslag .....	1
pencil (soft) .....	2	potlood (sag).....	2
		pypwaterpas, 20 m.....	1
		rasper, 250 mm.....	1
		rugaag.....	1

Description	Number	Beskrywing	Getal
pipe level, 20 m	1	saagsetter	1
rasp, 250 mm	1	skaaf no. 4	1
back saw	1	skroeftang, 250 mm	1
saw set	1	skroewedraaiers:	
plan no. 4	1	groot met plat punt	1
vice grip, 250 mm	1	medium met plat punt	1
screwdrivers (set):		klein met plat punt	1
large with flat point	1	groot met sterpunt	1
medium with flat point	1	medium met sterpunt	1
small with flat point	1	klein met sterpunt	1
large with star point	1	skrynwerkhamer	1
medium with star point	1	skuifklampe, ± 900 mm	1
small with star point	1	slaglyn	1
joiner's hammer	1	slaglynkryt, 30 g	1
slide clamps, ± 900 mm	1	sleutelgatsaag	1
chalk line	1	spykerpons	1
chalk refill, 30 g	1	spykersak	1
keyhole saw	1	staalbore (stel):	
nail punch	1	3 mm	1
nail bag	1	4 mm	1
steel drills (set):		6 mm	1
3 mm	1	8 mm	1
4 mm	1	12 mm	1
6 mm	1	staalwinkelhake:	
8 mm	1	150 × 100 mm	1
12 mm	1	600 × 450 mm	1
steel squares:		steenbeitel	1
150 × 100 mm	1	swaaihaak	1
600 × 450 mm	1	tapytmes	1
brick bolster	1	tapytmeslemme	3
adjustable square	1	verdeelpasser, 250 mm	1
carpet knife	1	versinkboor	1
carpet knife blades	3	verstekbak	1
dividing compasses, 250 mm	1	verstekhaak	1
countersink bit	1	verstelboor	1
mitre box	1	verstelsleutel, 200 mm	1
mitre square	1	vyle:	
expansion bit	1	groot rond	1
shifting spanner, 200 mm	1	klein driehoek	1
files (set):		klein rond	1
large round	1	waterplas, ± 900 mm	1
small triangle	1	waterpomptang	1
small round	1	Yankee-skroewedraaiers:	
spirit level, ± 900 mm	1	groot	1
waterpump pliers	1	klein	1
Yankee screwdrivers:		ystersaag	1
large	1	ystersaaglemme (fyn)	2
small	1	dwarssaag	1
hack saw	1	kurwesaag	1
hacksaw blades (fine)	2	sponningskaaf	1
cross cut saw	1	steekssaag	1
coping saw	1	versteksaaf	1
rebate plane	1	(f) Verwer	
piercing saw	1	Beskrywing	Getal
mitre plane	1	gereedskapkis	1
(f) Painter		hangslot, 30 mm	1
Description	Number	harde hoed	1
toolbox	1	skoon oorpak	1
padlock, 30 mm	1	draadborsel	1
safety hat	1	driehoekskraper	1
clean overalls	1	houtskuurblokkie	1
wire brush	1	kontinentale hamer, 500 g	1
triangle scraper	1	koolborsel	1
wood sanding block	1	maatband, 5 m	1
continental hammer, 500 g	1	paletmes	1
block brush	1	potlood (sag)	2
measuring tape, 5 m	1	skroewedraaier (stel):	
		medium met plat punt	1
		medium met sterpunt	1

Description	Number	Beskrywing	Getal
palet knife .....	1	slaglyn .....	1
pencil (soft) .....	2	slaglynkryt, 30 g .....	1
screwdrivers (set):		spons, 100 × 100 × 75 mm .....	1
medium with flat point .....	1	spykerpons .....	1
medium with star point .....	1	stopgereedskapstel .....	1
chalk line .....	1	25 mm .....	1
chalk refill, 30 g .....	1	50 mm .....	1
sponge, 100 × 100 × 75 mm .....	1	75 mm .....	1
nail punch .....	1	100 mm .....	1
sparkling tool (set):		stopverfmes .....	1
25 mm .....	1	verfinsnykeerder .....	1
50 mm .....	1	verfrollerhouers:	
75 mm .....	1	150 mm .....	1
100 mm .....	1	230 mm .....	1
putty knife .....	1	(g) Pleisteraar	
paint cut-in stopper .....	1		
paint roller holders:		Beskrywing	Getal
150 mm .....	1	gereedskapkis .....	1
230 mm .....	1	hangslot, 30 mm .....	1
(g) Plasterer		harde hoed .....	1
		skoon oorpak .....	1
		waterstewels .....	1 pr
		breekyster, 450 mm .....	1
		draadborsel .....	1
		draadtang .....	1
		klein werktuig .....	1
		knipmessie .....	1
		koolborsel .....	1
		koubeitels:	
		13 mm .....	1
		25 mm .....	1
		maatbande:	
		5 m .....	1
		30 m .....	1
		maattroffel .....	1
		mokerhamer, 1,8 kg .....	1
		nyionlyn, 30 m .....	2
		potlood (hard) .....	2
		skroewedraaier .....	1
		slaglyn .....	1
		slaglynkryt, 30 g .....	1
		spons, 100 × 100 × 75 mm .....	1
		staalwinkelhake:	
		150 × 100 mm .....	1
		600 × 450 mm .....	1
		steenbeitel .....	1
		steenhamer .....	1
		voegtroffel .....	1
		waterpas, ± 900 mm .....	1
		dagwangklampe .....	2
		enkelvoegstryker .....	1
		geuttroffel .....	1
		hoektroffels:	
		rond—binnehoek .....	1
		skerp—binnehoek .....	1
		rond—buitehoek .....	1
		Houtstrykplanke:	
		450 × 75 mm .....	1
		300 × 150 mm .....	1

The procedure laid down in paragraphs (b), (c), (d), (e) and (f) of section 19 (2) of the Labour Relations Act, 1956, *mutatis mutandis* applies in connection with any objections lodged in respect of this application for the variation of the registered scope of the Industrial Council.

**D. W. JAMES,**  
Industrial Registrar.  
(23 October 1992)

Die prosedure voorgeskryf by paragrawe (b), (c), (d), (e) en (f) van artikel 19 (2) van die Wet op Arbeidsverhoudinge, 1956, is *mutatis mutandis* van toepassing in verband met enige besware wat ingedien word ten opsigte van hierdie aansoek om die verandering van die registrasiebestek van die Nywerheidsraad.

**D. W. JAMES,**  
Nywerheidsregistrator.  
(23 Oktober 1992)

**NOTICE 948 OF 1992**

**PUBLIC SERVICE BURSARY SCHEME, 1993  
DEPARTMENT OF PUBLIC WORKS**

1. Full-time bursaries are available in order to obtain the following qualifications:

Direction of studies and degree	Major subjects	Position in the Public Service in which the applicant may be appointed after completion of studies
BSc (Eng) (Civil)/Structural) .....	As prescribed by University .....	Assistant Engineer.
BSc (Eng) (Mechanical).....	As prescribed by University .....	Assistant Engineer.
BSc Quantity Surveying.....	As prescribed by University .....	Assistant Quantity, Surveyor.

Studierigting en graad	Hoofvakke	Betrekking in die Staatsdiens waarin applikant na afstudering aangestel kan word
BSc (Ing) (Siviel/Struktureel) .....	Soos deur Universiteit voorgeskryf .....	Assistentingenieur.
BSc (Ing) (Meganies).....	Soos deur Universiteit voorgeskryf .....	Assistentingenieur.
BSc Bourekenkunde.....	Soos deur Universiteit voorgeskryf .....	Assistentbourekenaar.

**2. General measures and requirements:**

2.1 Applicants compete for bursaries on merit and the number of bursaries awarded in each direction shall be determined by the Department of Public Works according to need.

2.2 Applicants must—

- intend to follow a career in the Department of Public Works;
- be South African citizens;
- be in possession of at least a Standard 10 certificate with Afrikaans and English as successfully completed subjects.

**3. The following persons may apply for bursaries:**

- Members of all population groups.
- Students at universities who have partially completed a course.
- Persons who have already obtained a Standard 10 certificate or who will obtain the certificate in 1992.

**4. Method of application:**

4.1 A CFA 95 form must be completed and forwarded to the following address: The Director-General, Department of Public Works, Private Bag X65, Pretoria, 0001. Application forms may be obtained from the above-mentioned address.

**KENNISGEWING 948 VAN 1992**

**STAATSDIENSBEURSSKEMA, 1993  
DEPARTEMENT VAN OPENBARE WERKE**

1. Voltydse beurse ter verwerwing van die volgende kwalifikasies is beskikbaar:

**2. Algemene maatstawwe en vereistes:**

2.1 Applikante ding volgens meriete om beurse mee en die aantal toekennings in elke rigting sal deur die Departement van Openbare Werke bepaal word na behoefte.

2.2 Applikante moet—

- voornemens wees om 'n loopbaan in die Departement van Openbare Werke te volg;
- Suid-Afrikaanse burger wees;
- in besit wees van minstens 'n standaard 10-sertifikaat met Afrikaans en Engels as geslaagde vakke.

**3. Die volgende persone kan vir beurse aansoek doen:**

- Lede van alle bevolkingsgroepe.
- Studente aan universiteite wat reeds 'n gedeelte van 'n kursus voltooi het.
- Persone wat in 1991 of vroeër die standaard 10-sertifikaat verwerf (het).

**4. Metode van aansoek:**

4.1 Belangstellendes moet 'n KVA 95-vorm voltooi en aan die volgende adres rig: Die Direkteur-generaal, Departement van Openbare Werke, Privaatsak X65, Pretoria, 0001. Aansoek-vorms is by genoemde adres beskikbaar.

4.2 The following documents must accompany applications:

- (24) (33)
- a certified copy of an official record of the symbols obtained in the Standard 10 examination if the examination has already been written; or
  - a certified copy of an official record of the symbols obtained in the Standard 9 examination if the candidate is busy with Standard 10 in 1992; or
  - a certified copy of a complete official study record with symbols or marks obtained if post school examinations have already been written.

5. Conditions:

5.1 It will be expected of successful applicants to follow the prescribed study courses with major subjects as indicated and to obtain the required qualification within the minimum duration prescribed for the course.

5.2 The candidate must be prepared to enter into an agreement with the Department of Public Works to render service in the department after successful completion of the course on the basis of one year service for every year for which the bursary had been awarded.

6. Closing date: 23 November 1992.

(23 October 1992)

**NOTICE 949 OF 1992**

**DEPARTMENT OF TRANSPORT**

**INTERNATIONAL AIR SERVICES ACT, 1949  
(ACT 51 OF 1949), AS AMENDED**

Pursuant to the provisions of sections 5 (a) and (b) of Act 51 of 1949 and regulation 5 of the Civil Air Services Regulations, 1964, it is hereby notified for general information that the applications, details of which appear in the Schedules hereto, will be heard by the National Transport Commission.

Representations in accordance with section 6 (1) of Act 51 of 1949 in support of, or in opposition to, an application, should reach the Director-General of Transport (Directorate Civil Aviation), Private Bag X193, Pretoria, 0001, and the applicant within 21 days of the date of publication hereof, stating whether the party or parties making such representation intend to be present or represented at the hearing.

The Commission will cause notice of the time, date and place of the hearing to be given in writing to the applicant and all parties who have made representations as aforesaid and who desire to be present or represented at the hearing.

**SCHEDULE D**

**LIST OF APPLICATIONS FOR THE ALTERATION, MODIFICATION OR AMENDMENT TO LICENCES**

(A) Name and address of applicant. (B) Name under which the air service is operated. (C) Particulars of the licence and of the alteration, modification or amendment thereto or the conditions thereof which has been applied for.

4.2 Die volgende dokumente moet aansoek vergesel:

- 'n Gewaarmerkte afskrif van 'n amptelike staat van simbole behaal in die standaard 10-eksamen indien die eksamen reeds afgelê is; of
- 'n gewaarmerkte afskrif van 'n amptelike staat van simbole behaal in die standaard 9-eksamen indien gedurende 1992 met standaard 10 besig is; of
- 'n gewaarmerkte afskrif van 'n volledige amptelike studierekord met simbole of eksamenpunte behaal indien naskoolse eksamens reeds afgelê is.

5. Voorwaardes:

5.1 Daar sal van suksesvolle applikante verwag word om die voorgeskrewe studiekursusse met hoofvakke soos aangedui te volg en die vereiste kwalifikasies in die voorgeskrewe minimum duur van die kursus te verwerf.

5.2 Die kandidaat moet bereid wees om 'n ooreenkoms met die Departement van Openbare Werke aan te gaan om na die suksesvolle voltooiing van die kursus diens in die departement te lewer op die basis een jaar ten opsigte van elke jaar waarvoor die beurs toegeken is.

6. Sluitingsdatum: 23 November 1992.

(23 Oktober 1992)

**KENNISGEWING 949 VVAN 1992**

**DEPARTEMENT VAN VERVOER**

**WET OP INTERNASIONALE LUGDIENSTE, 1949  
(WET 51 VAN 1949), SOOS GEWYSIG**

Hierby word ingevolge die bepalings van artikels 5 (a) en (b) van Wet 51 van 1949 en regulasie 5 van die Regulasies vir Burgerlugdienste, 1964, vir algemene inligting bekend gemaak dat die Nasionale Vervoer-kommissie die aansoeke waarvan besonderhede in die Bylaes hieronder verskyn, sal aanhoor.

Vertoë ingevolge artikel 6 (1) van Wet 51 van 1949 ter ondersteuning of bestryding van 'n aansoek moet die Direkteur-generaal van Vervoer (Direktoraat Burgerlugvaart), Privaat Sak X193, Pretoria, 0001 en die aansoeker binne 21 dae na die datum van publikasie hiervan bereik en daarin moet gemeld word of die persoon of persone wat aldus vertoë rig, van plan is om die verrigtinge by te woon of om daar verteenwoordig te word.

Die Kommissie sal reël dat kennis van die datum, tyd en plek van die verrigtinge skriftelik gegee word aan die aansoeker en al die persone wat aldus vertoë gerig het en wat verlang om aldus teenwoordig of verteenwoordig te wees.

**BYLAE D**

**LYS VAN AANSOEKE OM DIE VERANDERING OF WYSIGING VAN LISENSIES**

(A) Naam en adres van applikant. (B) Naam waaronder die lugdiens geëksploiteer word. (C) Besonderhede betreffende die lisensie en die verandering of wysiging daarvan of die voorwaardes daarvan ten opsigte waarvan aansoek gedoen is.

(b) Bricklayer

Description	Number
toolbox.....	1
padlock, 30 mm.....	1
safety hat.....	1
clean overalls.....	1
gum-boots.....	1 pr
wrecking bar, 450 mm.....	1
wire brush.....	1
wire pliers.....	1
small tool.....	1
clasp knife.....	1
block brush.....	1
cold chisels:	
13 mm.....	1
25 mm.....	1
measuring tapes:	
5 m.....	1
30 m.....	1
gauging trowel.....	1
club hammer, 1,8 kg.....	1
nylon line, 30 m.....	2
pencil (hard).....	2
screwdriver.....	1
chalk line.....	1
chalk refill, 30 g.....	1
sponge, 100 × 100 × 75 mm.....	1
steel squares:	
150 × 100 mm.....	1
600 × 450 mm.....	1
brick bolster.....	1
brick hammer.....	1
pointing trowel.....	1
spirit level, ± 900 mm.....	1
line blocks—hard wood.....	2
line pins.....	2
brick trowel.....	1
rubber hammer.....	1
brick jointers:	
short round, 8 mm.....	1
short square, 8 mm.....	1
long round, 8 mm.....	1
long square, 8 mm.....	1
brick joint scraper.....	1

(c) Carpenter

Description	Number
toolbox.....	1
padlock, 30 mm.....	1
safety hat.....	1
clean overalls.....	1
concrete bits:	
4 mm.....	1
6 mm.....	1
8 mm.....	1
10 mm.....	1
12 mm.....	1
14 mm.....	1
16 mm.....	1
tinman's shears.....	1
block hammer.....	1
wire pliers.....	1
awl.....	1
fretsaw.....	1
fretsaw blades:	
fine.....	1
medium.....	2
G-cramp.....	2
hand drill.....	2

(b) Messelaar

Beskrywing	Getal
Gereedskapkis.....	1
Hangslot, 30 mm.....	1
harde hoed.....	1
skoon oorpak.....	1
waterstewels.....	1 pr
breekyster, 450 mm.....	1
draadborsel.....	1
draadtang.....	1
klein werktuig.....	1
knipmessie.....	1
koolborsel.....	1
koubeitels:	
13 mm.....	1
25 mm.....	1
maatbande:	
5 m.....	1
30 m.....	1
maattroffel.....	1
mokerhamer, 1,8 kg.....	1
nylonlyn, 30 m.....	1
potlood (hard).....	2
skroewedraaier.....	1
slaglyn.....	1
slaglynkryt, 30 g.....	1
spons, 100 × 100 × 75 mm.....	1
staalwinkelhake:	
150 × 100 mm.....	1
600 × 450 mm.....	1
steenbeitel.....	1
steenhamer.....	1
voegtroffel.....	1
waterpas, ± 900 mm.....	1
lynblokkies (harde hout).....	2
messelpenne.....	2
messeltroffel.....	1
rubberhamer.....	1
steenvoëërs:	
kort rond, 8 mm.....	1
kort vierkantig, 8 mm.....	1
lank rond, 8 mm.....	1
lank vierkantig, 8 mm.....	1
steenvoegskraper.....	1

(c) Timmerman

Beskrywing	Getal
gereedskapkis.....	1
hangslot, 30 mm.....	1
harde hoed.....	1
skoon oorpak.....	1
betonbore:	
4 mm.....	1
6 mm.....	1
8 mm.....	1
10 mm.....	1
12 mm.....	1
14 mm.....	1
16 mm.....	1
blikskêr.....	1
blokhamer.....	1
draadtang.....	1
els.....	1
figuursaag.....	1
figuursaaglemme:	
fyn.....	1
medium.....	2
G-klampe.....	2
handboor.....	2



(4) An employee engaged in artisan's work in the bricklaying, carpentry, joinery, painting, plastering or plumbing trades shall provide the following minimum tools and shall ensure that all his tools are permanently marked with his name and he shall provide the employer with an inventory of such tools:

## (a) Bricklayer and plasterer

Description	Number
toolbox.....	1
padlock, 30 mm.....	1
safety hat.....	1
clean overalls.....	1
gumboots.....	1 pr
wrecking bar, 450 mm.....	1
wire brush.....	1
wire pliers.....	1
small tool.....	1
clasp knife.....	1
block brush.....	1
cold chisels:	
13 mm.....	1
25 mm.....	1
measuring tapes:	
5 m.....	1
30 m.....	1
gauging trowel.....	1
club hammer, 1,8 kg.....	1
nylon line, 30 m.....	2
pencil (hard).....	2
screwdriver.....	1
chalk line.....	1
chalk refill, 30 g.....	1
sponge, 100 × 100 × 75 mm.....	1
steel squares:	
150 × 100 mm.....	1
600 × 450 mm.....	1
brick bolster.....	1
brick hammer.....	1
pointing trowel.....	1
spirit level, ± 900 mm.....	1
line blocks—hard wood.....	2
line pins.....	2
brick trowel.....	1
rubber hammer.....	1
brick jointers:	
short round, 8 mm.....	1
short square, 8 mm.....	1
long round, 8 mm.....	1
long square, 8 mm.....	1
brick joint scraper.....	1
reveal clamps.....	2
single groove jointer.....	1
gutter trowel.....	1
corner trowels:	
interior round.....	1
interior sharp.....	1
exterior round.....	1
wooden floats:	
450 × 75 mm.....	1
300 × 150 mm.....	1
plastering blocks.....	2
plastering hawk.....	1
plastering trowel.....	1
six-groove reeder.....	1
skirting trowel.....	1

(4) 'n Werknemer wat ambagsmanswerk in die ambagte messelwerk, timmerwerk, skrynwerk, verfwerk, pleisterwerk of loodgieterswerk verrig, moet die volgende minimum gereedskap verskaf en sorg dat al sy gereedskap permanent met sy naam gemerk is, en hy moet aan sy werkgever 'n inventaris van die gereedskap verstrek:

## (a) Messelaar en Pleisteraar

Beskrywing	Getal
gereedskapkis.....	1
hangslot, 30 mm.....	1
harde hoed.....	1
skoon oorpak.....	1
waterstewels.....	1 pr
breekyster, 450 mm.....	1
draadborsel.....	1
draadtang.....	1
klein werktuig.....	1
knipmessie.....	1
koolborsel.....	1
koubeitels:	
13 mm.....	1
25 mm.....	1
maatbande:	
5 m.....	1
30 m.....	1
maattroffel.....	1
mokerhamer, 1,8 kg.....	1
nylonlyn, 30 m.....	2
potlood (hard).....	2
skroewedraaier.....	1
slaglyn.....	1
slaglynkryt, 30 g.....	1
spons, 100 × 100 × 75 mm.....	1
staalwinkelhake:	
150 × 100 mm.....	1
600 × 450 mm.....	1
steenbeitel.....	1
steenhamer.....	1
voegtroffel.....	1
waterpas, ± 900 mm.....	1
lynblokkies (harde hout).....	2
messelpenne.....	2
messeltroffel.....	1
rubberhamer.....	1
steenvoërs:	
kort rond, 8 mm.....	1
kort vierkantig, 8 mm.....	1
lank rond, 8 mm.....	1
lank vierkantig, 8 mm.....	1
steenvoegskraiper.....	1
dagwangklampe.....	2
enkelvoegstryker.....	1
geuttroffel.....	1
hoektroffels:	
rond—binnehoek.....	1
skerp—binnehoek.....	1
rond—buitehoek.....	1
houtstrykplanke:	
450 × 75 mm.....	1
300 × 150 mm.....	1
pleisterblokkies.....	2
pleisterbord.....	1
pleistertroffel.....	1
sesgroefstryker.....	1
vloerlystroffel.....	1

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	R Per week	R Per week	R Per week
(ii) Wagte—voltyds .....	129,80	129,80	85,80
(d) Leerlingambagsmanne, -matlêers en -waterdigters wat leerlingkontrakte, by die Raad geregistreer, uitdien:	Per uur	Per uur	Per uur
(i) Eerste jaar .....	2,95	2,95	2,17
(ii) Tweede jaar .....	3,39	3,39	2,41
(iii) Derde jaar .....	3,77	3,77	2,68
(iv) Vierde jaar .....	4,60	4,60	3,07
(e) Drywers/Masjienbedieners: Drywers van motorvoertuie of bedieners van krag-aangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n—	Per week	Per week	Per week
(i) Kode 13- of 14-lisensie .....	165,88	165,88	117,92
(ii) Kode 10- of 11-lisensie .....	149,16	149,16	106,04
(iii) Kode 1-8-lisensie .....	131,56	131,56	85,48
	Per uur	Per uur	Per uur
(f) Skrynwermonteurs.....	3,39	3,39	2,41
(g) Assistentambagsmanne, bloklêers en werkwinkel-masjienbedieners .....	4,60	4,60	3,07
(h) Ambagsmanverwers, ruitwerkers, waterdigters en matlêers .....	5,61	5,61	3,87
(i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van plafon- en/of afskortingswerkers, dakwerkers, vloerlêers, motor- en masjienwerk-tuigkundiges en passers en draaiers, maar uitgesonderd verwers, ruitwerkers, waterdigters en matlêers .....	5,99	5,99	4,11
(j) Vakmanne Graad 2 in alle ambagte .....	7,38	—	5,18
(k) Vakmanne Graad 1 in alle ambagte en voormanne .....	7,93	7,93	5,62
(l) Vakleerlinge.....	3,39	3,39	2,41

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981:

33

Provided further that the wages prescribed above for drivers/plant operators shall be payable if such employees have worked 44 normal working hours or more but not more than 48 normal working hours in any week. If such employees have, however, worked less than 44 normal working hours in any week, their wages for the respective week shall be calculated as follows: The above prescribed wages divided by 44 hours, multiplied by the actual number of normal working hours worked."

10. Substitute the following for clause 20:

"CLAUSE 20: STORAGE AND PROVISION OF TOOLS

(1) (a) An employer shall provide a lock-up for all jobs, jobbing worksheds and workshops, for locking up employees' tools at any time.

(b) An employer shall be responsible for keeping lock-ups properly and/or securely locked outside normal and overtime working hours.

(2) An employer shall insure the tools of an employee against loss by fire or theft."

(3) If an employer fails to provide a lock-up in terms of subclause (1) (a), or if an employer after normal working hours fails to keep a lockup securely locked in terms of subclause (1) (b), or if an employer fails to insure the tools of an employee against loss by fire or theft, such employer shall, if an employee loses his tools as a result of such action or omission, be liable for the loss of such tools and shall pay to the Council the amount determined by the Council as the value of the tools lost.

Met dien verstande dat voormelde lone nie minder mag wees nie as dié voorgeskryf ingevolge die Wet op Mannekrag-opleiding, 1981:

Voorts met dien verstande dat bogemelde lone voorgeskryf vir drywers/masjienbedieners betaalbaar is indien sodanige werknemers 44 of meer gewone werkure maar hoogstens 48 gewone werkure in 'n week gewerk het. Indien sodanige werknemers egter minder as 44 gewone werkure in 'n week gewerk het, moet hul loon vir die spesifieke week soos volg bereken word, nl. bogemelde voorgeskrywe loon gedeel deur 44 uur en vermenigvuldig met die getal gewone werkure werklik gewerk."

10. Vervang klousule 20 deur die volgende:

"KLOUSULE 20: BEWARING EN VERSKAFFING VAN GEREEDSKAP

(1) (a) 'n Werkgewer moet by alle werkplekke, werkloodse en werkwinkels 'n toesluitplek verskaf om die werknemers se gereedskap te eniger tyd daarin toe te sluit.

(b) 'n Werkgewer moet sorg dat die toesluitplekke buite die gewone en oortyd werkure behoorlik en/of stewig gesluit is.

(2) 'n Werkgewer moet die gereedskap van 'n werknemer verseker teen verlies deur brand of diefstal.

(3) Indien 'n werkgewer versuim om 'n toesluitplek ooreenkomstig subklousule (1) (a) te verskaf, of indien 'n werkgewer versuim om 'n toesluitplek na die gewone werkure stewig toegesluit te hou ooreenkomstig subklousule (1) (b), of indien 'n werkgewer versuim om die gereedskap van 'n werknemer teen verlies deur brand of diefstal te verseker, is so 'n werkgewer, as 'n werknemer sy gereedskap verloor as gevolg van dié optrede of versuim, aanspreeklik vir die verlies van dié gereedskap en moet hy aan die Raad die bedrag betaal wat die Raad as die waarde van die verlore gereedskap beskou.

(2) Notwithstanding anything to the contrary contained in this Agreement, the employee concerned shall, during the trial period referred to in paragraph (1) hereof, be entitled only to the wage prescribed in clause 17 (1) of this Agreement in respect of all hours worked, without any employer contributions to the holiday fund or any other benefit fund of the Council.

(3) During the trial period referred to in paragraph (1) hereof, the employee's employer will not be compelled to issue the prescribed Building Industrial Council stamp of the Council to the employee concerned."

### 8. CLAUSE 16: ANNUAL LEAVE AND PUBLIC HOLIDAYS

In subclause (1) (a), insert the following new subparagraph (vii) after subparagraph (vi):

"(vii) commencing at 17:00 on 18 December 1992 and ending at 07:00 on 11 January 1993."

### 9. CLAUSE 17: WAGES

Substitute the following for subclause (1):

"(1) (a) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

(2) Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms, is die betrokke werknemer gedurende die proeftydperk bedoel in paragraaf (1) hiervan, ten opsigte van all ure gewerk, geregtig op slegs die lone voorgeskryf in klousule 17 (1) van hierdie Ooreenkoms, sonder enige werk-gewerbydraes tot die vakansiefonds of enige ander voordeel-fonds van die Raad.

(3) Gedurende die proeftydperk bedoel in paragraaf (1) hiervan, is die werkgewer nie verplig om die Raad se voorgeskrewe Bounywerheidsraadseel aan die betrokke werknemer uit te reik nie."

### 8. KLOUSULE 16: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

In subklousule (1) (a), voeg die volgende nuwe subpara-graaf (vii) in na subparagraaf (vi).

"(vii) wat om 17:00 op 18 Desember 1992 begin en om 07:00 op 11 Januarie 1993 eindig."

### 9. KLOUSULE 17: LONE

Vervang subklousule (1) deur die volgende:

"(1) (a) Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Category of employee	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
	R	R	R
	Per hour	Per hour	Per hour
(b) Cleaners .....	2,14	2,14	1,60
(c) (i) General workers .....	2,95	2,95	1,95
Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R5,00 per week extra.			
	Per week	Per week	Per week
(ii) Watchman—full-time .....	129,80	129,80	85,80
(d) Learner artisans, carpet layers and waterprooferers serving under contract of learnership registered with the Council:			
	Per hour	Per hour	Per hour
(i) First year .....	2,95	2,95	2,17
(ii) Second year .....	3,39	3,39	2,41
(iii) Third year .....	3,77	3,77	2,68
(iv) Fourth year .....	4,60	4,60	3,07
(e) Drivers/Plant operators: Drivers of motor vehicles or operators of powerdriven plant which require the driver or operator to be in possession of a—			
	Per week	Per week	Per week
(i) Code 13 or 14 licence .....	165,88	165,88	117,92
(ii) Code 10 or 11 licence .....	149,16	149,16	106,04
(iii) Code 1-8 licence .....	131,56	131,56	85,48
	Per hour	Per hour	Per hour
(f) Joinery assemblers .....	3,39	3,39	2,41
(g) Assistant artisans, block layers, workshop machine operators .....	4,60	4,60	3,07
(h) Artisan painters, glaziers, waterprooferers and carpet layers .....	5,61	5,61	3,87
(i) Artisans engaged in the performance of skilled work in all trades, including ceiling and/or partition erectors, roofers, floor layers, motor and plant mechanics, and fitters and turners, but excluding painters, glaziers, waterprooferers and carpet layers .....	5,99	5,99	4,11
(j) Craftsmen Grade 2 in all trades .....	7,38	—	5,18
(k) Craftsmen Grade 1 in all trades and foremen .....	7,93	7,93	5,62
(l) Apprentices .....	3,39	3,39	2,41

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	R	R	R
	Per uur	Per uur	Per uur
(b) Skoonmakers .....	2,14	2,14	1,60
(c) (i) Algemene werkers .....	2,95	2,95	1,95
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer, R5,00 per week ekstra betaal moet word.			

(ii) The said amounts shall be included in the Council's prescribed Building Industrial Council stamps and every respective employer's wage guarantee shall every week be credited individually with the contributions paid.

(iii) The amounts referred to in this paragraph shall be payable by the respective employer only until he has furnished the wage guarantee prescribed in paragraphs (a) and (b) hereof."

(3) In clause (7) (h) substitute the expression "R2 000" for the expression "R500".

#### 4. CLAUSE 6: REGISTRATION OF EMPLOYEES

In subclause (3) substitute the term "Workshop Machine Operators" for the term "Machine Operators" wherever the latter term is used.

#### 5. CLAUSE 13: TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

Substitute the following for paragraph (b) of subclause (1):

"(b) suitable sleeping accommodation, free of charge to the employee, in proximity to the place of work and an allowance of R7,50 in case of all employees for whom wages are prescribed in this Agreement;

in lieu thereof in respect of every night such employee spends away from his ordinary place of residence."

#### 6. CLAUSE 14: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

Substitute the following for subclause (7):

"(7) *Payment for overtime:* An employer shall pay an employee, who works overtime at a rate of not less than—

(a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;

(b) in respect of overtime worked—

(i) in excess of one hour daily on Monday to Thursdays inclusive;

(ii) on Fridays;

(iii) on Saturdays prior to 17:00;

one and a half times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week, subject however, to the employee having worked 44 hours, Monday to Saturday (inclusive), during the specific pay-week; if the employee has worked less than 44 hours during the specific pay-week, irrespective whether the time was worked on a normal working day during the week or on a Saturday, the aforementioned overtime wages will not be applicable;

(c) in respect of overtime worked—

(i) after 17:00 on Saturdays;

(ii) on Sundays and up to the normal starting time on Mondays;

(iii) on the public holidays referred to in clause 16 (1) (b);

(iv) during the leave periods prescribed in clause 16 (1) (a);

two times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week."

7. Insert the following new clause 14A:

#### "14A: TRIAL PERIOD OF EMPLOYEES

(1) All employees for whom wages are prescribed in clause 17 (1) of this Agreement, but excluding the employees referred to in clause 17 (1) (d), (g), (h), (i), (j), (k) and (l), shall upon employment in the industry with any employer engaged in the industry, be subject to a trial period of 44 working hours, not necessarily consecutive.

(ii) Die gemelde bedrae moet ingesluit word in die Raad se voorgeskrewe Bounywerheidsraadseëls en elke onderskeie werkgewer se loonwaarborg moet weekliks individueel gekrediteer word met die bydraes wat betaal word.

(iii) Die bedrae bedoel in hierdie paragraaf moet deur die betrokke werkgewer betaal word net totdat hy 'n loonwaarborg soos voorgeskryf in paragrawe (a) en (b) hiervan, verskaf het."

(3) Vervang in subklousule (7) (h) die uitdrukking "R500" deur die uitdrukking "R2 000".

#### 4. KLOUSULE 6: REGISTRASIE VAN WERKNEMERS

Vervang in subklousule (3) die term "Masjienbedieners" deur die term "Werkswinkel-Masjienbedieners", oral waar laasgenoemde term gebruik word.

#### 5. KLOUSULE 13: VERVOER, LOOPTYD- EN LOSIESTOELAE

Vervang paragraaf (b) van subklousule (1) deur die volgende:

"(b) geskikte slaapplek, kosteloos vir die werknemer, in die nabyheid van die werkplek en 'n toelae van R7,50 in die geval van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

in plaas daarvan ten opsigte van elke nag wat sodanige werknemer weg van sy gewone woonplek af deurbring."

#### 6. KLOUSULE 14: WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

Vervang subklousule (7) deur die volgende:

"(7) *Betaling vir oortydwerk:* 'n Werkgewer moet 'n werknemer wat oortydwerk verrig, betaal teen minstens—

(a) ten opsigte van oortydwerk van hoogstens een uur daagliks op Maandae tot en met Donderdae, sy loon plus alle toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week werk;

(b) vir oortydwerk verrig—

(i) vir langer as een uur daagliks op Maandae tot en met Donderdae;

(ii) op Vrydae;

(iii) op Saterdag voor 17:00;

een en 'n half maal sy uurloon plus toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het, maar onderhewig daaraan dat die werknemer 44 uur vanaf Maandag tot en met Saterdag gedurende die spesifieke betaalweek gewerk het; indien die werknemer minder as 44 uur in die spesifieke betaalweek gewerk het, ongeag of die tyd op 'n gewone werkdag gedurende die week of op 'n Saterdag gewerk is, is die voormelde oortydloone nie van toepassing nie.

(c) vir oortydwerk verrig—

(i) na 17:00 op Saterdag;

(ii) op Sondae en tot by die normale aanvangstyd op Maandae;

(iii) op die openbare vakansiedae in klousule 16 (1) (b) vermeld;

(iv) gedurende die verloftydperke voorgeskryf in klousule 16 (1) (a);

twee maal sy uurloon plus toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het."

7. Voeg die volgende nuwe klousule 14A in:

#### "14A: PROEFTYDPERK VAN WERKNEMERS

(1) Alle werknemers vir wie lone voorgeskryf word in klousule 17 (1) van hierdie Ooreenkoms, maar uitgesonderd die werknemers bedoel in klousule 17 (1) (d), (g), (h), (i), (j), (k) en (l), is by indienstreding in die Nywerheid by 'n werkgewer werksaam in die Nywerheid onderhewig aan 'n proeftydperk van 44 werkuur, wat nie noodwendig opeenvolgend hoef te wees nie.

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

**Building Workers' Union** (33)

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Building Industrial Council, North and West Boland,

to amend the Main Agreement published under Government Notice No. R. 3052 of 13 December 1991 (hereinafter referred to as the Re-enactment Agreement).

**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed—
- (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisations and the trade union, respectively;
- (b) in the Magisterial Districts of Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Ceres and Tulbagh.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
- (a) apply only to those classes of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 3052 of 13 December 1991;
- (b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;
- (c) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;
- (d) not apply to general foremen;
- (e) apply to labour-only contractors, working partners and working directors, principals and contractors.

**2. CLAUSE 3—DEFINITIONS**

- (1) Delete the definition of "temporary general worker".

**3. CLAUSE 4: REGISTRATION OF EMPLOYERS**

- (1) In subclause (7) (b) substitute the expression "R2 000" for the expression "R500" and the expression "R4 000" for the expression "R1 000".

- (2) Substitute the following for subclause (7) (c):

"(7) (c) (i) Notwithstanding anything to the contrary contained in this clause, all employers in the Industry who have applied for registration as employers with the Council in terms of this clause, but who have failed to or are not able to furnish the wage guarantee prescribed in paragraphs (a) and (b) above, shall every week pay to the Council an amount of R5,00 in respect of every artisan and craftsman for whom wages are prescribed in clause 17 (1) (h), (i), (j) and (k) and R2,50 in respect of every other employee for whom wages are prescribed in clause 17 (1) (b), (c), (d), (e), (f), (g) and (l) of this Agreement, who have been in his employ for that week and have qualified to receive a Building Industrial Council stamp for that specific week from the said employer.

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

**Building Workers' Union**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland,

tot wysiging van die Hoofooreenkoms gepubliseer by Goewermentskennigewing No. R. 3052 van 13 Desember 1991 (hierna die Herbekragtigingsooreenkoms genoem).

**1. TOEPASSINGSBESTEK**

- (1) Hierdie Ooreenkoms moet nagekom word—
- (a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasies en die vakvereniging;
- (b) in die landdrosdistrikte Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Ceres en Tulbagh.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms—
- (a) van toepassing slegs op dié klasse werknemers vir wie lone voorgeskryf is in die Ooreenkoms gepubliseer by Goewermentskennigewing No. R. 3052 van 13 Desember 1991;
- (b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennigewings wat daarkragtens voorgeskryf of bestel is nie;
- (c) nie van toepassing nie op universiteitstudente en ge-gradueerdes in die bouwetenskap en konstruksietoesighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- (d) nie van toepassing op algemene voormanne nie;
- (e) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

**2. KLOUSULE 3: WOORDOMSKRYWING**

- (1) Skrap die woordomskrywing van "tydelike algemene werker".

**3. KLOUSULE 4: REGISTRASIE VAN WERKGEWERS**

- (1) Vervang in subklousule (7) (b) die uitdrukking "R500" deur die uitdrukking "R2 000" en die uitdrukking "R1 000" deur die uitdrukking "R4 000".

- (2) Vervang subklousule (7) (c) deur die volgende:

"(7) (c) (i) Ondanks andersluidende bepalings in hierdie klousule moet alle werkgewers in die Nywerheid wat kragtens hierdie klousule by die Raad aansoek gedoen het om registrasie as werkgewer, maar wat versuim het om die loonwaarborg voorgeskryf in paragrawe (a) en (b) hierbo te verskaf, of nie in staat is om die loonwaarborg te verskaf nie, weekliks die bedrag van R5,00 aan die Raad betaal ten opsigte van elke ambagsman en vakman vir wie lone voorgeskryf word in klousule 17 (1) (h), (i), (j) en (k) en R2,50 ten opsigte van elke ander werknemer vir wie lone voorgeskryf word in klousule 17 (1) (b), (c), (d), (e), (f), (g) en (l) van hierdie Ooreenkoms, en wat gedurende daardie week in sy diens was en gekwalifiseer het om 'n Bounywerheidsraadseel vir die spesifieke week van die betrokke werkgewer te ontvang.

No. R. 3043

30 October 1992

## LABOUR RELATIONS ACT, 1956

## BUILDING INDUSTRY, NORTH AND WEST BOLAND: EXTENSION OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notice No. R. 3052 of 13 December 1991, by a further period ending 12 February 1994.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

No. R. 3044

30 October 1992

## LABOUR RELATIONS ACT, 1956

## BUILDING INDUSTRY, NORTH AND WEST BOLAND: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 2 November 1992 and for the period ending 12 February 1994, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 13, 14 and 16 shall be binding, with effect from 2 November 1992 and for the period ending 12 February 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

**SCHEDULE****BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Building Industries Association North Boland**  
and the

**Bou Industrieë Assosiasie Wes-Boland**

No. R. 3043

30 Oktober 1992

## WET OP ARBEIDSVERHOUDINGE, 1956

## BOUNYWERHEID, NOORD- EN WES-BOLAND: VERLENGING VAN HOOFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewing R. 3052 van 13 Desember 1991, met 'n verdere tydperk wat op 12 Februarie 1994 eindig.

**G. M. E. CARELSE,**

Adjunkminister van Mannekrag.

No. R. 3044

30 Oktober 1992

## WET OP ARBEIDSVERHOUDINGE, 1956

## BOUNYWERHEID, NOORD- EN WES-BOLAND: WYSIGING VAN HOOFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigings-ooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 2 November 1992 en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 13, 14 en 16 met ingang van 2 November 1992 en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**G. M. E. CARELSE,**

Adjunkminister van Mannekrag.

**BYLAE****BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND****OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Building Industries Association North Boland**  
en die

**Bou Industrieë Assosiasie Wes-Boland**

(iii) clause 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) and (l) of the Main Agreement, an allowance of 50 cents, (33)

in respect of every hour worked by such employee, which amount shall cover payment of the employee's contribution to the Fund.

(b) In addition to any other remuneration payable in terms of the Main Agreement, an employer shall pay each employee for whom wages are prescribed in Area 'C' in—

- (i) clause 17 (1) (b) of the Main Agreement, an allowance of 17 cents;
- (ii) clause 17 (1) (c) of the Main Agreement, an allowance of 17 cents;
- (iii) clause 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) and (l) of the Main Agreement, an allowance of 38 cents,

in respect of every hour worked by such employee, which amount shall cover payment of the employee's contribution to the Fund.

(c) The allowances referred to in paragraph (a) and (b) shall be paid only where such employee has worked for 20 hours or more in any week for the same employer, and shall be payable for not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(d) The allowances referred to in paragraph (a) and (b) shall not be payable where such employee has worked for less than 20 hours in any week for the same employer."

(2) Substitute the following for subclause (2):

"(2) Contributions: (a) Every employer shall on each pay-day deduct from the remuneration due each week to each employee referred to in Area "A" and "B" in—

- (i) subclause (1) (a) (i), the amount of R22,00;
- (ii) subclause (1) (a) (ii), the amount of R9,68;
- (iii) subclause (1) (a) (iii), the amount of R22,00;

and pay such amount, as the employee's contribution to the Fund, to the Council each week.

(b) Every employer shall on each pay-day deduct from the remuneration due each week to each employee referred to in Area "C" in—

- (i) subclause (1) (b) (i), the amount of R7,48;
- (ii) subclause (1) (b) (ii), the amount of R7,48;
- (iii) subclause (1) (b) (iii), the amount of R16,72;

and pay such amount, as the employee's contribution to the Fund, to the Council each week.

(c) The contributions referred to in paragraphs (a) and (b) shall be deducted from an employee's wage only where such employee has worked for 20 hours or more in any week for the same employer, and where an employee has been employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed for 20 hours or more."

Signed on behalf of the parties, this 21st day of July 1992.

**P. J. DE WET,**

Councillor.

**H. K. VAN WEST,**

Vice-Chairman.

**N. J. KRUGER,**

Secretary.

(iii) klousule 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) en (l) van die Hooforeenkoms, 'n toelae van 50 sent,

betaal ten opsigte van elke uur deur sodanige werknemer gewerk, welke bedrag die betaling van die werknemer se bydrae tot die Fonds moet dek.

(b) Benewens ander besoldiging wat ingevolge die Hooforeenkoms betaalbaar is, moet 'n werkgewer aan elke werknemer vir wie lone in Gebied 'C' voorgeskryf word by—

- (i) klousule 17 (1) (b) van die Hooforeenkoms, 'n toelae van 17 sent;
- (ii) klousule 17 (1) (c) van die Hooforeenkoms, 'n toelae van 17 sent;
- (iii) klousule 17 (1) (d), (e), (f), (g), (h), (i), (j), (k) en (l) van die Hooforeenkoms, 'n toelae van 38 sent,

betaal ten opsigte van elke uur deur sodanige werknemer gewerk, welke bedrag die betaling van die werknemer se bydrae tot die fonds moet dek.

(c) Die toelaes in paragraaf (a) en (b) bedoel, word betaal slegs indien sodanige werknemer 20 uur of langer in enige week vir dieselfde werkgewer gewerk het, en is vir hoogstens 44 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk is.

(d) Die toelaes in paragraaf (a) en (b) bedoel, is nie betaalbaar nie indien sodanige werknemer minder as 20 uur in enige week vir dieselfde werkgewer gewerk het."

(2) Vervang subklousule (2) deur die volgende:

"(2) Bydraes: (a) Elke werkgewer moet op elke betaaldag van die besoldiging wat elke week verskuldig is aan elke werknemer bedoel in Gebiede 'A' en 'B' in—

- (i) subklousule (1) (a) (i), die bedrag van R22,00;
- (ii) subklousule (1) (a) (ii), die bedrag van R9,68;
- (iii) subklousule (1) (a) (iii), die bedrag van R22,00;

aftrek en sodanige bedrag, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal.

(b) Elke werkgewer moet op elke betaaldag van die besoldiging wat elke week verskuldig is aan elke werknemer bedoel in Gebied "C" in—

- (i) subklousule (1) (b) (i), die bedrag van R7,48;
- (ii) subklousule (1) (b) (ii), die bedrag van R7,48;
- (iii) subklousule (1) (b) (iii), die bedrag van R16,72;

aftrek en sodanige bedrag, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal.

(c) Die bydraes in paragrawe (a) en (b) bedoel, moet van 'n werknemer se loon afgetrek word slegs indien sodanige werknemer 20 uur of langer in enige week vir dieselfde werkgewer gewerk het, en indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgewer by wie hy die eerste 20 uur of langer in diens was."

Namens die partye, op hede die 21ste dag van Julie 1992 onderteken.

**P. J. DE WET,**

Raadslid.

**H. K. VAN WEST,**

Ondervoorsitter.

**N. J. KRUGER,**

Sekretaris.

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 2 November 1992 and for the period ending 12 February 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**G. M. E. CARELSE,**  
Deputy Minister of Manpower.

33

### SCHEDULE

#### BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND

#### MEDICAL AID FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Building Industries Association North Boland**

and the

**Bou Industrieë Assosiasie Wes-Boland**

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

**Building Workers' Union**

(hereinafter referred to as the "employees" or the "the trade union"), of the other part,

being the parties to the Building Industrial Council, North and West Boland,

to amend the Medical Aid Fund Agreement published under Government Notice No. R. 3144 of 20 December 1991 (hereinafter referred to as the Re-enacting Agreement).

#### 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Building Industry—

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade union;
- (b) in the Magisterial Districts of Worcester, Vredenburg, Hopefield, Piketberg, Moorreesburg, Ceres and Tulbagh.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only to employees for whom wages are prescribed in clause 17 (1) (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) and (l) of the Main Agreement.

#### 2. CLAUSE 9 OF THE FORMER AGREEMENT: CONTRIBUTIONS

(1) Substitute the following for subclause (1):

"(1) *Allowances:* (a) In addition to any other remuneration payable in terms of the Main Agreement, an employer shall pay each employee for whom wages are prescribed in Areas 'A' and 'B' in—

- (i) clause 17 (1) (b) of the Main Agreement, an allowance of 50 cents;
- (ii) clause 17 (1) (c) of the Main Agreement, an allowance of 22 cents;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van 2 November 1992 en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as 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.

### BYLAE

#### BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND

#### OOREENKOMS VIR DIE MEDIESE HULPFONDS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Building Industries Association North Boland**

en die

**Bou Industrieë Assosiasie Wes-Boland**

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

**Building Workers' Union**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland,

tot wysiging van die ooreenkoms vir die Mediese Hulpfonds gepubliseer by Goewermementskennisgewing No. R. 3144 van 20 Desember 1991 (hierna die Herbekragtigingsooreenkoms genoem).

#### 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakvereniging is;
- (b) in die landdrostdistrikte Worcester, Vredenburg, Hopefield, Piketberg, Moorreesburg, Ceres en Tulbagh.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word in klousule 17 (1) (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) en (l) van die Hofooreenkoms.

#### 2. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS: BYDRAES

(1) Vervang subklousule (1) deur die volgende:

"(1) *Toelae:* (a) Benewens ander besoldiging wat ingevolge die Hofooreenkoms betaalbaar is, moet 'n werkgewer aan elke werknemer vir wie lone in Gebiede 'A' en 'B' voorgeskryf word by—

- (i) klousule 17 (1) (b) van die Hofooreenkoms, 'n toelae van 50 sent;
- (ii) klousule 17 (1) (c) van die Hofooreenkoms, 'n toelae van 22 sent;



**No. R. 3036****30 October 1992**

## LABOUR RELATIONS ACT, 1956

## BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS: EXTENSION OF AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 1625 of 31 July 1987, R. 848 of 29 April 1988, R. 2144 of 21 October 1988, R. 2217 of 28 October 1988, R. 1281 of 16 June 1989, R. 2335 and R. 2336 of 27 October 1989, R. 2304 of 28 September 1990, R. 2499 of 26 October 1990, R. 2457 of 11 October 1991 and R. 2793 of 22 November 1991, by a further period ending 31 October 1993.

**D. VAN DER WALT,**

Director: Labour Relations.

**No. R. 3037****30 October 1992**

## LABOUR RELATIONS ACT, 1956

## BUILDING INDUSTRY, NORTH AND WEST BOLAND: EXTENSION OF MEDICAL AID FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the period fixed in Government Notice R. 3144 of 20 December 1991, by a further period ending 12 February 1994.

**G. M. E. CARELSE,**

Deputy Minister of Manpower.

**No. R. 3038****30 October 1992**

## LABOUR RELATIONS ACT, 1956

## BUILDING INDUSTRY, NORTH AND WEST BOLAND: AMENDMENT OF MEDICAL AID FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 2 November 1992 and for the period ending 12 February 1994, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

**No. R. 3036****30 Oktober 1992**

## WET OP ARBEIDSVERHOUDINGE, 1956

## BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE: VERLENGING VAN OOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 1625 van 31 Julie 1987, R. 848 van 29 April 1988, R. 2144 van 21 Oktober 1988, R. 2217 van 28 Oktober 1988, R. 1281 van 16 Junie 1989, R. 2335 en R. 2336 van 27 Oktober 1989, R. 2304 van 28 September 1990, R. 2499 van 26 Oktober 1990, R. 2457 van 11 Oktober 1991 en R. 2793 van 22 November 1991, met 'n verdere tydperk wat op 31 Oktober 1993 eindig.

**D. VAN DER WALT,**

Direkteur: Arbeidsverhoudinge.

**No. R. 3037****30 Oktober 1992**

## WET OP ARBEIDSVERHOUDINGE, 1956

## BOUNYWERHEID, NOORD- EN WES-BOLAND: VERLENGING VAN MEDIESE HULPFONDSOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperk vasgestel in Goewermentskennisgewing R. 3144 van 20 Desember 1991, met 'n verdere tydperk wat op 12 Februarie 1994 eindig.

**G. M. E. CARELSE,**

Adjunkminister van Mannekrag.

**No. R. 3038****30 Oktober 1992**

## WET OP ARBEIDSVERHOUDINGE, 1956

## BOUNYWERHEID, NOORD- WES-BOLAND: WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 2 November 1992 en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir die werkgeversorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(3) Substitute the following for subclause (6) (a) and (b):

33

"(6) *Sick benefits:* (a) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick benefits in accordance with the following provisions:

(i) In a cycle of one year, commencing on 1 January every year, the following benefits shall be payable:

12 days at 75 per cent,

13 days at 50 per cent,

105 days at 33 per cent,

of the minimum basic wage prescribed.

(ii) Benefits shall be paid in respect of normal working days and in respect of the public holidays referred to in clause 16 (1) (b) of this Agreement, should the referred public holiday fall on a normal working day.

(iii) Notwithstanding the provisions of subparagraphs (i) and (ii), a member shall be entitled to benefits from the Fund only when he has been certified by a medical practitioner, unable to work owing to sickness or accident for two or more consecutive normal working days, and no benefits shall be paid in respect of the first day of such normal working days for which the member has been certified unable to work, with the proviso that if a member has been certified by a medical practitioner, unable to work for ten or more consecutive days, benefits shall retrospectively be paid in respect of the first day of such normal working days for which the member has been certified unable to work, as well.

For the purposes of this subparagraph, the public holidays referred to in clause 16 (1) (b) of this Agreement shall be deemed to be normal working days.

(b) An employee who is eligible for the benefits in paragraph (a) shall be entitled to receive from the Fund a stamp as prescribed in the Agreement for his category, for every period of four consecutive days which he is unable to work on account of sickness or injury. No stamp shall be issued in respect of the period of the official annual building recess."

#### 16 CLAUSE 32: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

In subclause (1) substitute the expression 60c for the expression 45c.

Signed on behalf of the parties, on this 21st day of July 1992.

**P. J. DE WET,**  
Councillor.

**H. K. VAN WEST,**  
Vice-Chairman.

**N. J. KRUGER,**  
Secretary.

(3) Vervang subklousule (6) (a) en (b) deur die volgende:

"(6) *Siektebystand:* (a) 'n Lid wat weens siekte of 'n ongeluk nie sy werk kan verrig nie is op siektebystand geregtig ooreenkomstig die volgende bepalings:

(i) In 'n siklus van een jaar, wat op 1 Januarie elke jaar 'n aanvang neem is die volgende bystand betaalbaar:

12 dae teen 75 persent,

13 dae teen 50 persent,

105 dae teen 33 persent,

van die minimum basiese voorgeskrewe loon.

(ii) Bystand moet betaal word ten opsigte van gewone werkdade en ten opsigte van die openbare vakansiedae in klousule 16 (1) (b) van hierdie Ooreenkoms bedoel, indien bedoelde openbare vakansiedag op 'n gewone werkdag val.

(iii) Ondanks subparagrafe (i) en (ii) is 'n lid geregtig op bystand uit die fonds slegs wanneer 'n geneesheer gesertifiseer het dat hy twee of meer agtereenvolgende gewone werkdade weens siekte of 'n ongeluk nie kan werk nie, en geen bystand word betaal ten opsigte van die eerste dag van sodanige gewone werkdade ten opsigte waarvan gesertifiseer is dat die lid nie kan werk nie, met die voorbehoud dat indien 'n geneesheer gesertifiseer het dat die lid vir tien of meer opeenvolgende dae weens siekte of 'n ongeluk nie kan werk nie, die lid ook terugwerkend bystand moet ontvang vir die eerste dag van sodanige gewone werkdade wat hy as medies ongeskik vir werk gesertifiseer is.

Vir die toepassing van hierdie subparagraaf word die openbare vakansiedae in klousule 16 (1) (b) van hierdie Ooreenkoms bedoel, geag gewone werkdade te wees.

(b) 'n Werknemer wat in aanmerking kom vir die bystand in paragraaf (a), is daarop geregtig om van die fonds 'n seël te ontvang soos in die Ooreenkoms vir sy kategorie voorgeskryf, vir elke tydperk van vier agtereenvolgende dae waar hy as gevolg van siekte of besering nie kan werk nie. Geen seël word ten opsigte van die tydperk van die amptelike jaarlikse boureses uitgereik nie."

#### 16 KLOUSULE 32: SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

In subklousule (1) vervang die uitdrukking 45c deur die uitdrukking 60c.

Geteken namens die partye, op hede die 21ste dag van Julie 1992.

**P. J. DE WET,**  
Raadslid.

**H. K. VAN WEST,**  
Vise-Voorsitter.

**N. J. KRUGER,**  
Sekretaris.

Employee category	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
	c Per hour	c Per hour	c Per hour
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (b).....	3	3	2
(ii) clause 17 (1) (c).....	4	4	3
(iii) clause 17 (1) (d) (i) and (e) (iii).....	4	4	3
(iv) clause 17 (1) (d) (ii), (e) (ii), (f) and (l).....	5	5	4
(v) clause 17 (1) (d) (iii) and (e) (i).....	6	6	4
(vi) clause 17 (1) (d) (iv) and (g).....	7	7	5
(vii) clause 17 (1) (h).....	8	8	6
(viii) clause 17 (1) (i).....	9	9	6
(ix) clause 17 (1) (j).....	11	—	8
(x) clause 17 (1) (k).....	12	12	8"

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (b).....	3	3	2
(ii) klousule 17 (1) (c).....	4	4	3
(iii) klousule 17 (1) (d) (i) en (e) (iii).....	4	4	3
(iv) klousule 17 (1) (d) (ii), (e) (ii), (f) en (l).....	5	5	4
(v) klousule 17 (1) (d) (iii) en (e) (i).....	6	6	4
(vi) klousule 17 (1) (d) (iv) en (g).....	7	7	5
(vii) klousule 17 (1) (h).....	8	8	6
(viii) klousule 17 (1) (i).....	9	9	6
(ix) klousule 17 (1) (j).....	11	—	8
(x) klousule 17 (1) (k).....	12	12	8"

(2) Substitute the following for subclause (3) (a):

“(3) Contributions: (a) Every employer shall on each payday deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Fund each week:

(2) Vervang subklousule (3) (a) deur die volgende:

“(3) Bydraes: (a) Elke werkgewer moet op elke betaaldag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, en sodanige bydrae elke week aan die Fonds betaal:

Employee category	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (b).....	1,32	1,32	0,88
(ii) clause 17 (1) (c).....	1,76	1,76	1,32
(iii) clause 17 (1) (d) (i) and (e) (iii).....	1,76	1,76	1,32
(iv) clause 17 (1) (d) (ii), (e) (ii), (f) and (l).....	2,20	2,20	1,76
(v) clause 17 (1) (d) (iii) and (e) (i).....	2,64	2,64	1,76
(vi) clause 17 (1) (d) (iv) and (g).....	3,08	3,08	2,20
(vii) clause 17 (1) (h).....	3,52	3,52	2,64
(viii) clause 17 (1) (i).....	3,96	3,96	2,64
(ix) clause 17 (1) (j).....	4,84	—	3,52
(x) clause 17 (1) (k).....	5,28	5,28	3,52"

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (b).....	1,32	1,32	0,88
(ii) klousule 17 (1) (c).....	1,76	1,76	1,32
(iii) klousule 17 (1) (d) (i) en (e) (iii).....	1,76	1,76	1,32
(iv) klousule 17 (1) (d) (ii), (e) (ii), (f) en (l).....	2,20	2,20	1,76
(v) klousule 17 (1) (d) (iii) en (e) (i).....	2,64	2,64	1,76
(vi) klousule 17 (1) (d) (iv) en (g).....	3,08	3,08	2,20
(vii) klousule 17 (1) (h).....	3,52	3,52	2,64
(viii) klousule 17 (1) (i).....	3,96	3,96	2,64
(ix) klousule 17 (1) (j).....	4,84	—	3,52
(x) klousule 17 (1) (k).....	5,28	5,28	3,52"

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	R	R	R
	Per week	Per week	Per week
Werknemers vir wie lone voorgeskryf word in--			
(i) klousule 17 (1) (b) .....	14,96	14,96	4,84
(ii) klousule 17 (1) (c) .....	20,68	20,68	6,16
(iii) klousule 17 (1) (d) (i) en (e) (iii).....	21,12	21,12	6,60
(iv) klousule 17 (1) (d) (ii), (e) (ii), (f) en (l) .....	23,76	23,76	7,48
(v) klousule 17 (1) (d) (iii) en (e) (i).....	26,40	26,40	8,36
(vi) klousule 17 (1) (d) (iv) en (g) .....	32,56	32,56	9,68
(vii) klousule 17 (1) (h) .....	39,60	39,60	11,88
(viii) klousule 17 (1) (i) .....	42,24	42,24	12,76
(ix) klousule 17 (1) (j) .....	51,92	—	15,84
(x) klousule 17 (1) (k) .....	55,88	55,88	17,16".

33

**13. CLAUSE 29: SICK BENEFIT DEDUCTION**

In subclause (1), substitute the expression "R1,60" for the expression "R1,50".

**14. CLAUSE 30: TRADE UNION SUBSCRIPTIONS**

(1) Substitute the following for subclause (2) (a):

"(2) (a) Every employer shall, in respect of every employee in his employ who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the following amount:

**13. KLOUSULE 29: AFTREKKING VIR SIEKTEBYSTAND**

Vervang in subklousule (1) die uitdrukking "R1,50" deur die uitdrukking "R1,60".

**14. KLOUSULE 30: LEDEGELD VIR VAKVERENIGINGS**

(1) Vervang subklousule (2) (a) deur die volgende:

"(2) (a) Elke werkgever moet, ten opsigte van elke werknemer in sy diens wat lid is van die vakvereniging wat 'n party is by die Ooreenkoms, van die loon van elke sodanige werknemer die volgende bedrag aftrek wat as ledegeld aan die vakvereniging betaalbaar is:

Employee category	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
	R	R	R
	Per week	Per week	Per week
Employees for whom wages are prescribed in--			
(i) clause 17 (1) (b) and (c) .....	1,36	1,36	1,05
(ii) clause 17 (1) (d), (e), (f), (g) and (l) .....	1,96	1,96	1,57
(iii) clause 17 (1) (h), (i), (j) and (k) .....	2,68	2,68	2,10".

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	R	R	R
	Per week	Per week	Per week
Werknemers vir wie lone voorgeskryf word in--			
(i) klousule 17 (1) (b) en (c) .....	1,36	1,36	1,05
(ii) klousule 17 (1) (d), (e), (f), (g) en (l).....	1,96	1,96	1,57
(iii) klousule 17 (1) (h), (i), (j) en (k) .....	2,68	2,68	2,10".

**15. CLAUSE 31: SICK PAY FUND FOR THE BUILDING INDUSTRY**

(1) Substitute the following for subclause (2) (a):

"(2) Allowances: (a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which amount shall cover payment of the employee's contribution to the Fund:

**15. KLOUSULE 31: SIEKEFONDS VIR DIE BOUNYWERHEID**

(1) Vervang subklousule (2) (a) deur die volgende:

"(2) Toelaes: (a) Benewens ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgever aan elke lid van ondergenoemde klasse werknemers ten opsigte van elke uur deur sodanige werknemer gewerk die toelae betaal wat hieronder gespesifiseer word, welke bedrag die betaling van die werknemers se bydrae tot die Fonds moet dek:

**12. CLAUSE 28: PENSION- OR LIKE FUND**

(1) Substitute the following for subclause (1) (a):

"(1) *Allowances:* (a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder:

**12. KLOUSULE 28: PENSIEN- OF SOORTGELYKE FONDS**

(1) Vervang subklousule (1) (a) deur die volgende:

"(1) *Toelaes:* (a) Benewens enige ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgever aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelae hieronder gespesifiseer, betaal:

Employee category	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
Employees for whom wages are prescribed in—	c	c	c
	Per hour	Per hour	Per hour
(i) clause 17 (1) (b).....	34	34	11
(ii) clause 17 (1) (c).....	47	47	14
(iii) clause 17 (1) (d) (i) and (e) (iii).....	48	48	15
(iv) clause 17 (1) (d) (ii), (e) (ii), (f) and (l).....	54	54	17
(v) clause 17 (1) (d) (iii) and (e) (i).....	60	60	19
(vi) clause 17 (1) (d) (iv) and (g).....	74	74	22
(vii) clause 17 (1) (h).....	90	90	27
(viii) clause 17 (1) (i).....	96	96	29
(ix) clause 17 (1) (j).....	118	—	36
(x) clause 17 (1) (k).....	127	127	39"

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
Werknemers vir wie lone voorgeskryf word in—	c	c	c
	Per uur	Per uur	Per uur
(i) klousule 17 (1) (b).....	34	34	11
(ii) klousule 17 (1) (c).....	47	47	14
(iii) klousule 17 (1) (d) (i) en (e) (iii).....	48	48	15
(iv) klousule 17 (1) (d) (ii), (e) (ii), (f) en (l).....	54	54	17
(v) klousule 17 (1) (d) (iii) en (e) (i).....	60	60	19
(vi) klousule 17 (1) (d) (iv) en (g).....	74	74	22
(vii) klousule 17 (1) (h).....	90	90	27
(viii) klousule 17 (1) (i).....	96	96	29
(ix) klousule 17 (1) (j).....	118	—	36
(x) klousule 17 (1) (k).....	127	127	39"

(2) Substitute the following for subclause (2) (a):

"(2) *Contributions:* (a) Every employer shall on each payday deduct from the remuneration due every week to each member of the undermentioned classes of employees, the contribution specified hereunder and pay such contribution to the Council each week:

(2) Vervang subklousule (2) (a) deur die volgende:

"(2) *Bydraes:* (a) Elke werkgever moet op elke betaalag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, en sodanige bydrae elke week aan die Raad betaal:

Employee category	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
Employees for whom wages are prescribed in—	R	R	R
	Per week	Per week	Per week
(i) clause 17 (1) (b).....	14,96	14,96	4,84
(ii) clause 17 (1) (c).....	20,68	20,68	6,16
(iii) clause 17 (1) (d) (i) and (e) (iii).....	21,12	21,12	6,60
(iv) clause 17 (1) (d) (ii), (e) (ii), (f) and (l).....	23,76	23,76	7,48
(v) clause 17 (1) (d) (iii) and (e) (i).....	26,40	26,40	8,36
(vi) clause 17 (1) (d) (iv) and (g).....	32,56	32,56	9,68
(vii) clause 17 (1) (h).....	39,60	39,60	11,88
(viii) clause 17 (1) (i).....	42,24	42,24	12,76
(ix) clause 17 (1) (j).....	51,92	—	15,84
(x) clause 17 (1) (k).....	55,88	55,88	17,16"

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	c	c	c
	Per uur	Per uur	Per uur
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (b) .....	17	17	13
(ii) klousule 17 (1) (c) .....	24	24	16
(iii) klousule 17 (1) (d) (i) en (e) (iii) .....	24	24	18
(iv) klousule 17 (1) (d) (ii), (e) (ii), (f) en (l) .....	28	28	20
(v) klousule 17 (1) (d) (iii) en (e) (i) .....	31	31	22
(vi) klousule 17 (1) (d) (iv) en (g) .....	38	38	25
(vii) klousule 17 (1) (h) .....	46	46	32
(viii) klousule 17 (1) (i) .....	49	49	34
(ix) klousule 17 (1) (j) .....	60	—	42
(x) klousule 17 (1) (k) .....	65	65	46''

(2) Substitute the following for subclause (3):

“(3) *Contributions*: (a) Every employer shall on each payday deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Council each week:

(2) Vervang subklousule (3) deur die volgende:

“(3) *Bydraes*: (a) Elke werkgever moet op elke betaaldag die bedrag hieronder vermeld aftrek, van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, en sodanige bydrae elke week aan die Raad betaal:

Employee category	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
	R	R	R
	Per week	Per week	Per week
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (b) .....	7,48	7,48	5,72
(ii) clause 17 (1) (c) .....	10,56	10,56	7,04
(iii) clause 17 (1) (d) (i) and (e) (iii) .....	10,56	10,56	7,92
(iv) clause 17 (1) (d) (ii), (e) (ii), (f) and (l) .....	12,32	12,32	8,80
(v) clause 17 (1) (d) (iii) and (e) (i) .....	13,64	13,64	9,68
(vi) clause 17 (1) (d) (iv) and (g) .....	16,72	16,72	11,00
(vii) clause 17 (1) (h) .....	20,24	20,24	14,08
(viii) clause 17 (1) (i) .....	21,56	21,56	14,96
(ix) clause 17 (1) (j) .....	26,40	—	18,48
(x) clause 17 (1) (k) .....	28,60	28,60	20,24''

Werknemerskategorie	Vanaf 1 November 1992		
	Net area 'A'	Net area 'B'	Net area 'C'
	R	R	R
	Per week	Per week	Per week
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (b) .....	7,48	7,48	5,72
(ii) klousule 17 (1) (c) .....	10,56	10,56	7,04
(iii) klousule 17 (1) (d) (i) en (e) (iii) .....	10,56	10,56	7,92
(iv) klousule 17 (1) (d) (ii), (e) (ii), (f) en (l) .....	12,32	12,32	8,80
(v) klousule 17 (1) (d) (iii) en (e) (i) .....	13,64	13,64	9,68
(vi) klousule 17 (1) (d) (iv) en (g) .....	16,72	16,72	11,00
(vii) klousule 17 (1) (h) .....	20,24	20,24	14,08
(viii) klousule 17 (1) (i) .....	21,56	21,56	14,96
(ix) klousule 17 (1) (j) .....	26,40	—	18,48
(x) klousule 17 (1) (k) .....	28,60	28,60	20,24''

(7) Employers shall provide in good order and condition in the case of:

- (a) *Carpenters*: All tools not included in the above-mentioned list for a carpenter, that are normally required by the carpenter to do his work.
- (b) *Masons and stone-cutters*:
- Tools for working granite or other stone, precast stone or artificial granite;
  - suitable shed for stone-cutters, the roof of which must not be less than 3 m high. This rule shall not apply to small jobs on building sites.
- (c) *Painters and paper hangers*: All tools not included in the above-mentioned list for a painter, that are normally required by the painter and paper hanger to do his work.
- (d) *Plasterers*: Dagha boards and stands of a suitable height, rollers, straight edges and special granolithic tools.
- (e) *Plumbers and gas-fitters*: All tools not included in the above-mentioned list for a plumber, that are normally required by the plumber to do his work, and including the following:
- Machines used in shop or on job;
  - take and riveting bars;
  - screwing tackle, such as stock, dies, taps and ratchets;
  - special and heavy caulking irons and firepots;
  - metal pots and large ladles;
  - blow lamps;
  - mandrels over 5 cm in diameter;
  - rivet set from No. 12 rivet and over, and grooving tools;
  - sheet-metal worker's mallet and heavy dressers;
  - punches over 6 mm in diameter;
  - wrenches and tongs over 30 cm in length."

#### 11. CLAUSE 27: HOLIDAY FUND AND LEAVE PAY AND STABILISATION FUND

(1) Substitute the following for subclause (1):

"(1) *Holiday Fund*: In addition to any other remuneration payable in terms of this Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which shall cover payment in respect of the annual leave period mentioned in clause 16 (1) (a) as well as the public holidays referred to in clause (16) (1) (b):

(7) Werkgewers moet ondergenoemde gereedskap in goeie orde en in 'n goeie toestand verskaf in die geval van:

- (a) *Timmermans*: Alle gereedskap wat nie by die bogenoemde lys vir 'n timmerman ingesluit is nie, maar wat die timmerman normaalweg benodig om sy werk te verrig.
- (b) *Klipmesselaars en klipkappers*:
- Gereedskap vir die bewerking van graniet of ander klip, voorafgegiete klip of kunstgraniet;
  - 'n geskikte skuur vir klipkappers, waarvan die dak minstens 3 m hoog moet wees. Hierdie reël is nie op klein werkies op bouterreine van toepassing nie.
- (c) *Verwers en plakkers*: Alle gereedskap wat nie by die bogenoemde lys vir 'n verwer ingesluit is nie, maar wat die verwer en plakker normaalweg benodig om sy werk te verrig.
- (d) *Pleisteraars*: Daghaplanke en staanders van 'n geskikte hoogte, rollers, reikhoute en spesiale gereedskap vir granoliet.
- (e) *Loodgieters en gasaaniërs*: Alle gereedskap wat nie by die bogenoemde lys vir 'n loodgieter ingesluit is nie, maar wat die loodgieter normaalweg benodig om sy werk te verrig, asook die volgende:
- Masjiene wat in 'n werkplek gebruik word;
  - afsteekpenne en klinkstawe;
  - draadsnygereedskap soos stokke en snymoere, snytappe en ratels;
  - spesiale en swaar kalfaatyster en vuurkonkas;
  - metaalpotte en groot gietlepels;
  - blaaslampe;
  - drewels met 'n diameter van meer as 5 cm;
  - klinknaelstelle van grootte No. 12 en groter en groefgereedskap, maar uitgesonderd groefbeitels 6,3 mm en 7,9 mm groot;
  - plaatmetaalwerkershamer en swaar klophammers;
  - ponse met 'n diameter van meer as 6 mm;
  - moersleutels en tange wat langer as 30 cm is."

#### 11. KLOUSULE 27: VAKANSIEFONDS EN VERLOFBE-TALING EN STABILISASIEFONDS

(1) Vervang subklousule (1) deur die volgende:

"(1) *Vakansiefonds*: Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers ten opsigte van elke uur deur sodanige werknemer gewerk die toelae hieronder gespesifiseer, betaal, wat voorsiening moet maak vir betaling ten opsigte van die jaarlikse verloftydperk in klousule 16 (1) (a) bedoel, sowel as die openbare vakansiedae in klousule 16 (1) (b) bedoel:

Employee category	As from 1 November 1992		
	Area 'A' only	Area 'B' only	Area 'C' only
	c	c	c
	Per hour	Per hour	Per hour
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (b) .....	17	17	13
(ii) clause 17 (1) (c) .....	24	24	16
(iii) clause 17 (1) (d) (i) and (e) (iii) .....	24	24	18
(iv) clause 17 (1) (d) (ii), (e) (ii), (f) and (l) .....	28	28	20
(v) clause 17 (1) (d) (iii) and (e) (i) .....	31	31	22
(vi) clause 17 (1) (d) (iv) and (g) .....	38	38	25
(vii) clause 17 (1) (h) .....	46	46	32
(viii) clause 17 (1) (i) .....	49	49	34
(ix) clause 17 (1) (j) .....	60	—	42
(x) clause 17 (1) (k) .....	65	65	46"

Description	Number	Beskrywing	Getal
guaging trowel .....	1	skroewedraaiers (stel):	
multi-grip, 300 mm .....	1	groot met plat punt.....	1
brick trowel.....	1	medium met plat punt.....	1
club hammer, 2 kg.....	1	klein met plat punt .....	1
moment tube cutter.....	1	klein met sterpunt.....	1
nylon line, 30 m.....	2	slaglyn .....	1
pencil (hard).....	2	slaglynkryt, 30 g.....	1
pipe level, 20 m.....	1	sleutelgatsaag .....	1
rasp, 250 mm.....	1	soldeerbout.....	1
centre punch.....	1	spons, 100 × 100 × 75 mm .....	1
vice grip, 250 mm.....	1	staalbore:	
screwdrivers (set):		3 mm .....	1
large with flat point.....	1	4 mm .....	1
medium with flat point.....	1	6 mm .....	1
small with flat point.....	1	8 mm .....	1
small with star point.....	1	12 mm .....	1
chalk line.....	1	15 mm .....	1
chalk refill, 30 g.....	1	staalwinkelhake:	
keyhole saw.....	1	150 × 100 mm.....	1
soldering iron.....	1	600 × 450 mm.....	1
sponge, 100 × 100 × 75 mm.....	1	steenbeitel.....	1
steel drills:		suier.....	1
3 mm .....	1	tapytmes.....	1
4 mm .....	1	tapytmeslemme .....	3
6 mm .....	1	torpedowaterpas, 225 mm .....	1
8 mm .....	1	verdeelpasser, 250 mm .....	1
12 mm .....	1	verstelbare wasbaksleutel .....	1
15 mm .....	1	verstelsleutels:	
steel squares:		200 mm .....	1
150 × 100 mm.....	1	400 mm .....	1
600 × 450 mm.....	1	vyle (stel van 4):	
brick bolster .....	1	groot driehoek .....	1
plunger.....	1	groot rond.....	1
carpet knife.....	1	klein driehoek.....	1
carpet knife blades.....	3	klein rond.....	1
torpedo level, 225 mm.....	1	waterpas, ± 600 mm.....	1
dividing compasses, 250 mm.....	1	waterpomptang.....	1
adjustable basin wrench .....	1	ystersaag.....	1
shifting spanners:		ystersaaglemme:	
200 mm .....	1	fyn.....	2
400 mm .....	1	medium .....	2
files (set):		(5) Van alle werknemers vir wie lone in klousule 17 (1) (d)	
large triangle .....	1	(iii) en (iv), (f), (g), (h), (i), (j), (k) en (l) voorgeskryf word, word	
large round.....	1	vereis om hul eie gereedskapkiste te verskaf wat behoorlik	
small triangle.....	1	en stewig toegesluit kan word en waarin hulle al hul	
small round.....	1	gereedskap moet bêre wanneer sodanige gereedskap nie	
spirit level, ± 600 mm .....	1	gebruik word nie, behalwe gereedskap wat vanweë hul	
waterpump pliers .....	1	lengte, fatsoen of grootte normalerwys nie in sodanige	
hack-saw .....	1	gereedskapkiste gebêre word nie.	
hack-saw blades		(6) Werkgewers moet slypstene wat in 'n goeie orde en in	
fine .....	2	'n goeie toestand is, verskaf vir die slyp van gereedskap.	
medium .....	2	Waar geen slypsteen op 'n werkplek verskaf word nie, moet	

(5) Every employee for whom wages are prescribed in clause 17 (1) (d) (iii) and (iv), (f), (g), (h), (i), (j), (k) and (l) shall be required to provide his own toolbox, which is capable of being properly and securely locked, in which he shall store all his tools other than those which because of their length, shape or size are not normally stored in such toolboxes, whenever such tools are not in use.

(6) Employers shall supply in good order and condition grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(5) Van alle werknemers vir wie lone in klousule 17 (1) (d) (iii) en (iv), (f), (g), (h), (i), (j), (k) en (l) voorgeskryf word, word vereis om hul eie gereedskapkiste te verskaf wat behoorlik en stewig toegesluit kan word en waarin hulle al hul gereedskap moet bêre wanneer sodanige gereedskap nie gebruik word nie, behalwe gereedskap wat vanweë hul lengte, fatsoen of grootte normalerwys nie in sodanige gereedskapkiste gebêre word nie.

(6) Werkgewers moet slypstene wat in 'n goeie orde en in 'n goeie toestand is, verskaf vir die slyp van gereedskap. Waar geen slypsteen op 'n werkplek verskaf word nie, moet geskikte fasiliteite en tyd aan timmermans en skrynwerkers voor die beëindiging van hul dienste toegestaan word om hul gereedskap in orde te bring.



Description	Number	Beskrywing	Getal
(33)			
corner trowels:		pleisterblokkies .....	2
interior round .....	1	pleisterbord .....	1
interior sharp .....	1	pleistertroffel .....	1
exterior round .....	1	sesgroefstryker .....	1
wooden floats:		vloerlystroffel .....	1
450 x 75 mm .....	1	(h) Loodgieter	
300 x 150 mm .....	1	Beskrywing	Getal
plastering blocks .....	2	gereedskapkis (5 laaie) .....	1
plastering hawk .....	1	hangslot, 30 mm .....	1
plastering trowel .....	1	harde hoed .....	1
six-groove reeder .....	1	skoon oorpak .....	1
skirting trowel .....	1	watersteweis .....	1 pr
(h) Plumber		betonbore:	
Description	Number	8 mm .....	1
toolbox (5-tray) .....	1	10 mm .....	1
padlock, 30 mm .....	1	12 mm .....	1
safety hat .....	1	14 mm .....	1
clean overalls .....	1	16 mm .....	1
gumboots .....	1 pr	blikskêr .....	1
concrete bits (set):		bobbejaansleutel, 450 mm .....	1
8 mm .....	1	bolpenhamer, 680 g .....	1
10 mm .....	1	breekyster, 450 mm .....	1
12 mm .....	1	buigmasjien .....	1
14 mm .....	1	draadborsel .....	1
16 mm .....	1	draadtang .....	1
tinman's shears .....	1	handboor .....	1
stillson wrench, 450 mm .....	1	houtbeitel, 25 mm .....	1
ball-pane hammer, 680 g .....	1	hultruimers	
wrecking bar, 450 mm .....	1	15 mm .....	1
bending machine .....	1	22 mm .....	1
wire brush .....	1	28 mm .....	1
wire pliers .....	1	houtbore (stel):	
hand drill .....	1	8 mm .....	1
wood chisel, 25 mm .....	1	10 mm .....	1
sleeving tools:		12 mm .....	1
15 mm .....	1	14 mm .....	1
22 mm .....	1	16 mm .....	1
28 mm .....	1	19 mm .....	1
wood bits (set):		kloofsaag .....	1
8 mm .....	1	knyptang .....	1
10 mm .....	1	kombinasietang, 250 mm .....	1
12 mm .....	1	kombinasiewinkelhaak .....	1
14 mm .....	1	kontinentale hamer, 500 g .....	1
16 mm .....	1	koolborsel .....	1
19 mm .....	1	koubeitels:	
ripsaw .....	1	13 mm .....	1
pincers .....	1	25 mm .....	1
combination pliers, 250 mm .....	1	maatbande:	
combination square .....	1	5 m .....	1
continental hammer, 500 g .....	1	30 m .....	1
block brush .....	1	maattroffel .....	1
cold chisels:		meerdoelige tang, 300 mm .....	1
13 mm .....	1	messeltroffel .....	1
25 mm .....	1	mokerhamer, 2 kg .....	1
measuring tapes:		momentpypsnyer .....	1
5 m .....	1	nylonlyn, 30 m .....	2
30 m .....	1	potlood (hard) .....	2
		pypwaterpas, 20 m .....	1
		rasper, 250 mm .....	1
		senterpons .....	1
		skroeftang, 250 mm .....	1

Description	Number	Beskrywing	Getal
wood chisels (set):		houtbeitels (stel):	
6 mm .....	1	6 mm .....	1
10 mm .....	1	10 mm .....	1
13 mm .....	1	13 mm .....	1
19 mm .....	1	19 mm .....	1
25 mm .....	1	25 mm .....	1
wood bits (set):		houtbore (stel):	
4 mm .....	1	4 mm .....	1
6 mm .....	1	6 mm .....	1
8 mm .....	1	8 mm .....	1
10 mm .....	1	10 mm .....	1
12 mm .....	1	12 mm .....	1
14 mm .....	1	14 mm .....	1
16 mm .....	1	16 mm .....	1
19 mm .....	1	19 mm .....	1
ripsaw .....	1	kloofsaag .....	1
claw-hammer .....	1	klouhamer .....	1
tommy bar .....	1	knewel .....	1
pincers .....	1	knyptang .....	1
continental hammer 500 g .....	1	kontinentale hamer, 500 g .....	1
cold chisels:		koubeitels:	
13 mm .....	1	13 mm .....	1
25 mm .....	1	25 mm .....	1
marking gauge (double pin) .....	1	kruishout (dubbelpen) .....	1
measuring tapes:		maatbande:	
5 m .....	1	5 m .....	1
30 m .....	1	30 m .....	1
club hammer, 2 kg .....	1	mokerhamer, 2 kg .....	1
nylon line, 30 m .....	2	nylonlyn, 30 m .....	2
oil can .....	1	oliekan .....	1
oil stone (combination) .....	1	oliesteen (kombinasie) .....	1
belly brace .....	1	omslag .....	1
pencil (soft) .....	2	potlood (sag) .....	2
pipe level, 20 m .....	1	pypwaterpas, 20 m .....	1
rasp, 250 mm .....	1	rasper, 250 mm .....	1
back saw .....	1	rugsaag .....	1
saw set .....	1	saagsetter .....	1
plane no. 4 .....	1	skaaf no. 4 .....	1
vice grip, 250 mm .....	1	skroeftang, 250 mm .....	1
screwdrivers (set):		skroewedraaiers (stel):	
large with flat point .....	1	groot met plat punt .....	1
medium with flat point .....	1	medium met plat punt .....	1
small with flat point .....	1	klein met plat punt .....	1
large with star point .....	1	groot met sterpunt .....	1
medium with star point .....	1	medium met sterpunt .....	1
small with star point .....	1	klein met sterpunt .....	1
joiners hammer .....	1	skrynwerkhamer .....	1
slide clamps, ± 900 mm .....	1	skuifklampe, ± 900 mm .....	1
chalk line .....	1	slaglyn .....	1
chalk refill, 30 g .....	1	slaglynkryt, 30 g .....	1
keyhole saw .....	1	sleutelgatsaag .....	1
nail punch .....	1	spykerpons .....	1
nail bag .....	1	spykersak .....	1
steel drills (set):		staalbore (stel):	
3 mm .....	1	3 mm .....	1
4 mm .....	1	4 mm .....	1
6 mm .....	1	6 mm .....	1
8 mm .....	1	8 mm .....	1
12 mm .....	1	12 mm .....	1
steel squares:		staalwinkelhake:	
150 × 100 mm .....	1	150 × 100 mm .....	1
600 × 450 mm .....	1	600 × 450 mm .....	1
brick bolster .....	1	steenbeitel .....	1
adjustable square .....	1	swaaihaak .....	1
carpet knife .....	1	tapytmes .....	1
		tapytmeslemme .....	3

# Miracle behind

33) STAFF 11/12/92  
**L**ost City is fast becoming an SA construction sector legend. After marvelling at the vision and grandeur, the usual reaction is to ask in wonder: "Who built this place!?"

Well, Stocks Group companies built in the region of R350 million worth of contract, including the 350-room Palace Hotel, the Valley of the Waves and Day Visitor's Centre, the underground parking areas and finally the golf clubhouse.

And they did it in about 22 months.

The firm's association with Sun International visionary Sol Kerzner on resort hotels goes back to 1977 and the Mmabatho Sun, the first in a fast-track wave of successes.

In mid-1978 the focus moved to what is today Sun City — then bare veld with no running water, no communications, no facilities. It was finished by November 1979. Then came the Cabanas, the Cascades hotel and finally the Big One, the magnificent Palace, its gardens, pools, terraces, restaurants and the Valley of the Waves.

Stocks executives Johan Brink and Mark Vinjevold have had day-to-day responsibility for the work for more than two years; right from the pre-planning stage. They were assisted with day and night contributions by John McKee and Kelvin Theron who had been involved in the construction of every hotel in the valley since 1979.

About 6 500 workers were on site at peak. For its part, Stocks followed its traditional policy of ensuring that local job opportunities were maximised. The company has employed local labour on its Pilansberg projects since 1978. In 1979, in conjunction with the Bophuthatswana government, it set up a training school in Mmabatho.

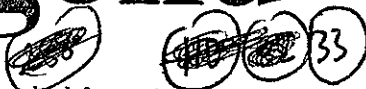
This school has fed trained workers to Sun City, the Cascades and now Lost City.

The centre-piece of the project is the Palace, with its 25 hectares of instant jungle. It was handed over in great shape at the end of October. Final challenges were right outside the Palace's front door. The entrance feature was decided at a very late stage — a strikingly beautiful fountain with six outside sculptured sable heads mounted on cast bronze pedestals.

No problem, said Johan Brink. This mini R1 million contract took eight weeks: from concept to completion.

# workers legend

STAN 11/12/92



Stocks has worked for so long with the client and outside consultants on constantly evolving concepts that flexibility is now in-bred.

The underground car-park, for example, was a relatively late addition to Stocks' contract. The basement cuts into solid rock. There's room for 300 vehicles — yet Stocks crews finished the job in a little over six months.

About 37 000 cubic metres of concrete was poured into the Palace alone, and 25 000 cubic metres had been poured by June of last year — just five months after Stocks Construction Bophuthatswana went to work!

Stocks Bophuthatswana managing director Ken Watters considers it one of the most testing pre-cast jobs undertaken on the continent.

And spare a thought for another team of Stocks professionals — Garth Whittaker and his Stocks Electrical team. STAN 11/12/92.

Most people dazzled by the exuberant visual effects at the Jean-Michel Jarre opening believed it was the first performance with lights at Lost City.

It was the second. The first "show" was the display of expertise put on by Whittaker and team plus a "cast" of designers and consultants.

Bart Dorrestein, deputy chairman of the Stocks Group, said: "Co-ordination was a major challenge. Together with the professional team led by Schneid Israelite & Partners, we had to become involved in the programming of suppliers and local contractors, and the monitoring the quality of output at local factories.

"When you work with Sol Kerzner you work with a perfectionist. He has the vision. You have to make it happen. You have to perform."

"We derive great satisfaction from that. But as you walked around the site on the final days of the job, you sensed the sadness. The teams felt elated during the work; now they feel saddened because one of the best teams ever put together to tackle a contract will be splitting up. "There will never again be a job quite like this one."

**For further information, please telephone  
(011) 806-4200.**

# Civil engineers plan 30 000 jobs

BIDM 25/11/92.  
CIVIL engineers plan to replace the more than 30 000 jobs lost in their industry during the past two recession years with labour-intensive construction schemes on government contracts.

Government contracts constituted about 70% of the civil engineering industry's average turnover of R5bn a year, said SA Federation of Civil Engineering Contractors (Safcec) director William Vance.

He pointed out that the scheme was not a solution to SA's entire employment problem, but could be a means to create between 30 000 to 40 000 new jobs.

Industry employment dropped to about 60 000 from nearly 95 000 two years ago because of recession and government spending cutbacks.

In the third quarter of 1992, 2 500 jobs were lost, with contract prices described as "suicidal" in the battle to get what little work was available.

Vance said if the average labour content on projects could be increased to 30% from a norm of between 17% and 20%, based on industry turnover, an additional R500m a year could be distributed to the community through employment.

Government resolved to take positive action and the Transport Department had already made R250m available for labour-based construction

EDWARD WEST

contracts.

However, talks were still under way with trade unions to address the issue of lowering the minimum wage and linking this to productivity, Vance said.

The success of labour intensive construction depended on long-term forward planning and continuing commitment to funding from government while projects needed to be economically viable, taking into account wage levels and general reimbursement requirements.

Only suitable projects should be considered and contractors would submit two contract tenders reflecting premium or discounts offered by labour intensive construction and by conventional construction methods.

Payment towards labour had to be linked to productivity to prevent projects from becoming handouts to the community. Design and specifications in the tender document needed to be sufficiently flexible so that all tenderers had equal opportunities.

A labour-intensive pilot township development at Crossroads in the Cape was underway as were various other projects in Kwazulu and Natal. The scheme had proved successful in a great number of other African countries, Vance said.

# Payouts to Transvaal building workers rocket

33  
ARG 12/12/92

**ROY COKAYNE**  
Weekend Argus Correspondent

PRETORIA. — Unemployment and fringe benefit payouts to the building industry in the Transvaal have rocketed by 2 756 percent in the past two years.

The number of registered unemployed skilled and semi-skilled employees in the Transvaal building industry has also increased by 2 121 percent in the same period.

Employment in the province's industry has dropped by 25 percent or 15 230 people in the same period, according to statistics supplied by the Industrial Council for the building industry in the Transvaal.

General secretary Wynand Stapelberg said 2 066 skilled employees were registered as unem-

ployed compared with 250 at the same time last year, and 93 in 1990.

Unemployment and fringe benefits paid out escalated from R56 800 in 1990 to R675 641 last year and R1 622 540 this year.

This represents a 140 percent increase in unemployment and fringe benefit payouts between last year and this year.

The figures are for the nine-month period between January and September in each of the years.

A total of 44 029 employees in the Transvaal building industry go on their annual month-long holiday this week and will get R32,9 million in holiday pay and bonuses.

By comparison, 49 556 Transvaal building industry employees got R30,98 million holiday pay and bonuses last year and 59 259 got R29,6 million in 1990.

Mr Stapelberg admitted prospects of an improvement in the industry next year were bleak.

He warned of possible disastrous consequences because of the refusal of the largely black general workers' union, the Construction & Allied Workers' Union (Cawu), to sign a recently agreed wage agreement.

Mr Stapelberg said Cawu, the Amalgamated Union of Building Trade Workers (AUBTW) and the White Builders Union (WBU) had all reached agreement with employers on wage increases for next year.

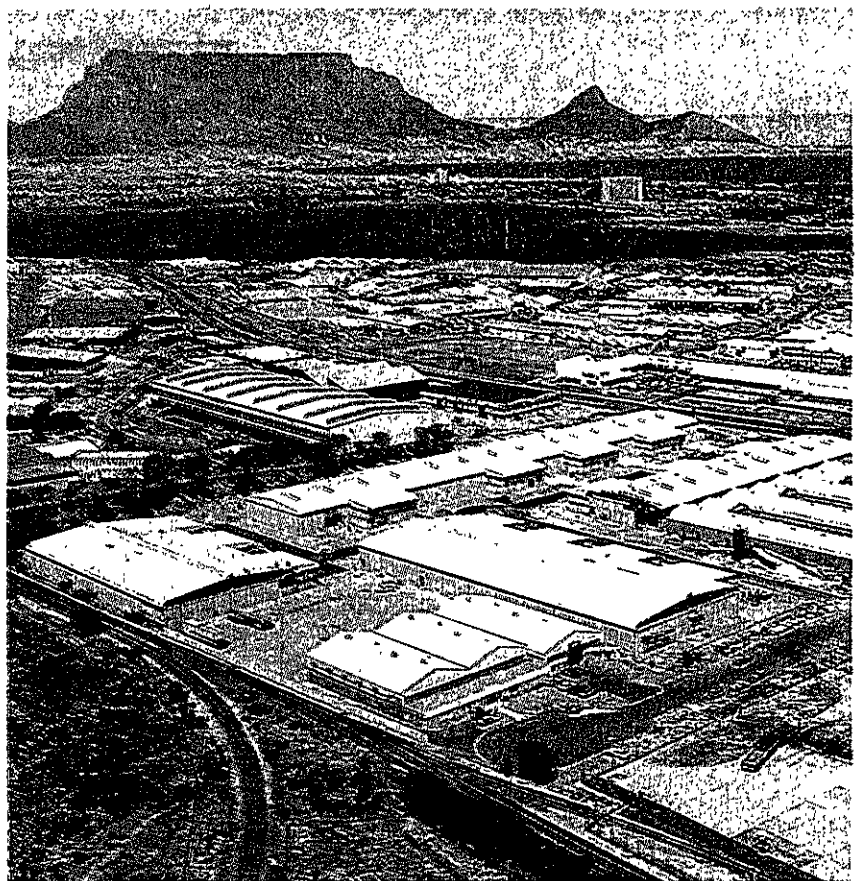
## □ NEW BUILDINGS:

The first tenants of Old Mutual Properties' R14 million Montague Gardens Industrial Park, Fasson Products, move in next month.

Fourteen factory or warehouse units have been built on the corner of Link Road and Montague Drive. The warehouses have storage space up to six metres and roller shutter doors.

OM Properties is also putting the finishing touches to its R9 million

Omupark in Epping where 14 000 square metres of space is to be let in units of 500 to 3 600 square metres. Rentals are from R9 a square metre.



STAR 15/12/92

# 100 000 formal sector jobs lost in painful '92

By Thabo Leshilo  
Labour Reporter

Close to 100 000 formal sector jobs were lost during 1992 and workers experienced a sharp decline in real wages, experts have told The Star.

The South African Chamber of Business put the number of jobs lost in the private sector at 85 000 and the public sector at 5 790 by the second half of this year.

A spokesman said the mining industry shed 29 000 jobs, manufacturing 35 000, construction 18 000, commerce 3 500 while the service sector, which includes finance, banks and insurance, employed 2 220 more people.

Steel and Engineering Industries of SA (Seifsa) executive director Brian Angus said the metal and engineering industries had, since the beginning of the year, cut staff by 49 000, bringing the industry to its lowest workforce in 20 years.

According to the Chamber, 300 000 jobs have been lost

since the second half of 1989, which marked the beginning of SA's longest recession.

The situation is even bleaker considering that only 4 percent of the country's approximately 250 000 matriculants are expected to find employment in the formal economy in 1993.

Research by industrial relations consultants, Andrew Levy and Associates, shows that on average, wage increases were far below the inflation rate for the first time in six years — from 16,1 percent in 1991 to 12,6 percent this year.

However, there was still some hope that things would shape up next year said Cosatu negotiations co-ordinator Jayandira Naidoo.

"Although the National Peace Accord was grounded this year, it has now been consolidated, raising hopes for a political settlement next year, which is vital for an upswing in the economy."

Naidoo hailed the creation of the restructured National Manpower Commission

(NMC) and the National Economic Forum (NEF) and the talks between Cosatu and the SA Consultative Committee on Labour Affairs as "the most positive" developments.

"A big plus for the labour movement was the extension of Basic Conditions of Employment Act to farm and domestic workers."

Added Angus: "It has been a very difficult year for employers in the metal and engineering industries, marked by a lot of confrontation and resort to legal proceedings".

Due to a deterioration in the economy, the industries were forced to settle for the "quite low" wage increase of 9,1 percent after strikes by the National Union of Metalworkers and the Metal and Electrical Workers' Union.

"Now that events of 1992 are behind us, we hope to make progress regarding the future of the industry and training next year."

Angus predicted the economy would pick up during the first half of 1993 if negotiations were back on track early in the new year.

# Building industry in doldrums

STAR 16/12/92

By Thabo Leshilo  
Labour Reporter

33

The woes of the building industry continued unabated in 1992, with many highly qualified architects forced to seek work in other sectors and building contractors having to tender at below cost, the Bureau for Economic Research (BER) of the University of Stellenbosch found.

During the fourth quarter of this year, three out of every 10 firms which responded to the survey had fewer architects in their employ than for the same period last year.

In fact, more respondents had retrenched staff or broken up partnerships than was anticipated in the BER's third quarter survey.

As a result of the adverse trend, the majority of respondents reported poorer business conditions in the fourth quarter of the year than for the same period last year.

As the work of quantity sur-

veyors was largely dependent on the business conditions of architects, the majority of employers had to lay off quantity surveyors — partners included.

"These actions are understandable if cognisance is taken of the fact that quantity surveyors had even fewer projects at sketch plan stage — at an even lower than anticipated value," the BER said.

The situation was expected to deteriorate further during the first quarter of 1993.

As anticipated, the number of contracts awarded was down on that of 1991 and the trend was towards smaller contracts.

Five out of every 10 builders of non-residential structures said that building activity in the fourth quarter was higher than last year.

"The builders of both residential and non-residential buildings regard the lack of demand as the single most important factor hampering their activities," said the researchers.

The cost of financing was another problem but should be alleviated somewhat by the downward pressure on interest rates.



# BER sees more retrenchments for builders

CTW 1/24/92 By MAGGIE ROWLEY 33  
Property Editor

THE woes of the building industry continued unabated throughout 1992 and further retrenchments throughout all sectors were expected in the next few months, according to the latest building industry survey by the Bureau of Economic Research at the University of Stellenbosch.

The architectural profession performed so badly that many had to close shop or look for work in other sectors of the economy. The lack of work also spelled near disaster for

those lower down the stream.

Thirty percent of architects surveyed said they had retrenched staff during the third quarter and most expected employment levels to drop further in the first quarter of 1993. Retrenchments had been necessary due to the drop in the number of projects at sketch plan stage this year and an expected further drop next quarter. In addition many participants reported that the value of projects was lower than that of a year ago.

Most respondents, according to BER, did not foresee much of a bottoming out in this downward trend during the first quarter of

next year. The confidence index slipped further and now stands at 12 on a scale fluctuating between zero and 100.

The adverse conditions experienced and anticipated by architects bodes ill for conditions in the non-residential building sector in particular and it takes months to proceed from sketch plan commissions to contracts awarded, warns BER.

Quantity Surveyors found the going equally tough and building contractors, particularly those in the non-residential sector, had at times to tender below cost in order to keep

their operations going in the hope of more to come.

According to BER, only five out of 10 builders of non-residential structures suggested that the fourth quarter building activity was at a higher level than that of a year ago with most predicting a further deterioration in the first quarter of 1993.

The position with respect to residential contractors was even more depressing.

"Their replies suggest that the situation has actually deteriorated between the third and fourth quarters and that the trough is much deeper than anticipated."

(2) Substitute the following for subclause (2):

"(2) Whenever an employee employed in or in connection with a depot works on a public holiday or whenever any other employee works on New Year's Day, Good Friday, Ascension Day, Family Day, Day of the Vow, Christmas Day, Day of Goodwill and Republic Day, his employer shall, save as provided in clause 5 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage, for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours."

#### 7. CLAUSE 18: EXPENSES OF THE COUNCIL

In subclause (1) substitute the expression "20c" for the expression "13c".

Signed on behalf of the parties, on this 10th day of June 1992.

**P. JONES,**  
Chairman.

**A. VAHED,**  
Vice-Chairman.

**K. L. BARNES,**  
Secretary.

(2) Vervang subklousule (2) deur die volgende:

"(2) Wanneer 'n werknemer in diens in of in verband met 'n depot op 'n openbare vakansiedag werk of wanneer 'n ander werknemer op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Gelofte dag, Kersdag, Welwillendheidsdag en Republiekdag werk, moet sy werkgever hom behoudens klousule 5 (6), vir die week waarin sodanige dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur wat hy altesaam op sodanige dag werk: Met dien verstande dat wanneer van so 'n werknemer vereis of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag moet word vier uur te gewerk het."

#### 7. KLOUSULE 18: UITGAWES VAN DIE RAAD

In subklousule 1 vervang die uitdrukking "13c" deur die uitdrukking "20c".

Geteken deur die partye op hede die 10de dag van Junie 1992.

**P. JONES,**  
Voorsitter.

**A. VAHED,**  
Ondervoorsitter.

**K. L. BARNES,**  
Sekretaris.

**No. R. 3375** 18 December 1992

#### LABOUR RELATIONS ACT, 1956

#### SUGAR MANUFACTURING AND REFINING INDUSTRY: RENEWAL OF AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour, Relations Act, 1956, declare the provisions of Government Notices Nos. R. 2204 of 5 October 1984, R. 1821 of 23 August 1985, R. 1809 of 29 August 1986, R. 2457 of 30 October 1987, R. 2427 of 2 December 1988 and R. 162 of 26 January 1990 to be effective with effect from the date of publication of this notice and for the period ending 31 March 1993.

**L. WESSELS,**  
Minister of Manpower.

**No. R. 3375** 18 Desember 1992

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### SUIKERVERVAARDIGINGS- EN RAFFINEER- NYWERHEID: HERNUWING VAN OOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 2204 van 5 Oktober 1984, R. 1821 van 23 Augustus 1985, R. 1809 van 29 Augustus 1986, R. 2457 van 30 Oktober 1987, R. 2427 van 2 Desember 1988 en R. 162 van 26 Januarie 1990, van krag is met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig.

**L. WESSELS,**  
Minister van Mannekrag.

**No. R. 3377** 18 December 1992

#### LABOUR RELATIONS ACT, 1956

#### BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS: AMENDMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

**No. R. 3377** 18 Desember 1992

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE: WYSIGING VAN OOREEN- KOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms 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 11 Januarie 1993 en vir die tydperk wat op 31 Oktober 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**L. WESSELS,**  
Minister of Manpower.

### SCHEDULE

#### PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

##### AGREEMENT FOR THE MIDLANDS AREA

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

##### Natal Master Builders' and Allied Industries Association (Pietermaritzburg Division)

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

##### Amalgamated Society of Woodworkers

##### Amalgamated Union of Building Trade Workers of South Africa

##### Blanke Bouwerkersvakbond

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry,

to amend the Agreement published under Government Notice No. R. 1625 of 31 July 1987, hereinafter referred to as the Main Agreement, as amended and extended by Government Notices Nos. R. 848 of 29 April 1988, R. 2144 of 21 October 1988, R. 2217 of 28 October 1988, R. 1281 of 16 June 1989, R. 2335 and R. 2336 of 27 October 1989, R. 2304 of 28 September 1990, R. 2499 of 26 October 1990, R. 2457 of 11 October 1991, R. 2614 of 1 November 1991, R. 2793 of 22 November 1991 and R. 3036 of 30 October 1992.

#### 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by all employers and employees who are members of the employers' organisation or any of the trade unions;

(b) in the Magisterial District of Camperdown, Estcourt, Lions River, New Hanover, Pietermaritzburg, Richmond and in those portions of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial Districts of Estcourt and Lions River.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

(a) apply to all classes of employees other than the following:

- (i) clerical or administrative employees;
- (ii) foremen and general foremen who are supervisory staff as defined in clause 4 of the Main Agreement;
- (iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van 11 Januarie 1993 en vir die tydperk wat op 31 Oktober 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.

**L. WESSELS,**  
Minister van Mannekrag.

### BYLAE

#### NYWERHEIDSRaad VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

##### OOREENKOMS VIR DIE GEBIED MIDDELLANDE

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

##### Natal Master Builders' and Allied Industries Association (Pietermaritzburg Division)

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

##### Amalgamated Society of Woodworkers

##### Amalgamated Union of Building Trade Workers of South Africa

##### Blanke Bouwerkersvakbond

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1625 van 31 Julie 1987, hierna die Hofooreenkoms genoem, soos gewysig en verleng deur Goewermentskennisgewings Nos. R. 848 van 29 April 1988, R. 2144 van 21 Oktober 1988, R. 2217 van 28 Oktober 1988, R. 1281 van 16 Junie 1989, R. 2335 en R. 2336 van 27 Oktober 1989, R. 2304 van 28 September 1990, R. 2499 van 26 Oktober 1990, R. 2457 van 11 Oktober 1991, R. 2614 van 1 November 1991, R. 2793 van 22 November 1991 en R. 3036 van 30 Oktober 1992.

#### 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van enigeen van die vakverenigings is;

(b) in die landdrostdistrikte Camperdown, Estcourt, Lionsrivier, New Hanover, Pietermaritzburg, Richmond en in daardie gedeeltes van die landdrostdistrik Mooirivier wat voor 1 September 1964 in die landdrostdistrikte Estcourt en Lionsrivier geval het.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—

(a) van toepassing op alle klasse werknemers, uitgesonderd die volgende:

- (i) klerklike of administratiewe personeel;
- (ii) voormanne en algemene voormanne wat toesig-houdende personeel, soos in klousule 4 van die Hofooreenkoms omskryf, is;
- (iii) universiteits- en technikonstudente, konstruksie-toesighouers, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) apply to foremen and general foremen who are not supervisory staff as defined in clause 4 of the Main Agreement;

(d) apply to working employers. 33

**2. CLAUSE 29 OF PART I: WAGE RATES**

Substitute the following for the schedule of wages:

"Category of employee"	Wage per hour w.e.f. 11 January 1993	Wage per hour w.e.f. 5 July 1993
	R	R
(a) Trainee tradesman serving under contracts of traineeship registered in terms of clause 12 (1) and who have passed the following modules in a recognised competence based modular training scheme:		
(i) Less than 33 per cent.....	4,10	4,31
(ii) 33 per cent or more but less than 66 per cent.....	5,85	6,15
(iii) 66 per cent or more.....	7,61	8,00
(b) Tradesmen:		
(i) Class 4.....	4,10	4,31
(ii) Class 3.....	5,85	6,15
(iii) Class 2.....	7,61	8,00
(iv) Class 1.....	8,88	9,43
(c) Craftsman and employees in all other trades and occupations not elsewhere herein specified, excluding trainees.....	11,70	12,30
(d) Employees employed during the probationary period allowed under the Manpower Training Act, 1981.....	The rate laid down for first year apprentices	The rate laid down for first year apprentices
(e) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991:		
(i) First year.....	4,21	4,55
(ii) Second year.....	5,04	5,41
(iii) Third year.....	6,68	7,13"

**3. CLAUSE 57 OF PART II: WAGE RATES**

Substitute the following for the schedule of wages:

"Category of employee"	Wage per hour	Wage per hour
	w.e.f. 93-01-11	w.e.f. 93-07-05
	R	R
(a) Joinery assembler.....	4,68	4,92
(b) Trainee machine operators serving under contract of traineeship registered in terms of clause 53 (1):		
(i) First year.....	3,80	4,00
(ii) Second year.....	4,68	4,92
(c) Machine operators.....	6,73	7,07

(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens voorgeskryf of kennisgewings wat daarkragtens bestel is nie;

(c) van toepassing op voormanne en algemene voormanne wat nie toesighoudende personeel soos in klousule 4 van die Hoofooreenkoms omskryf, is nie;

(d) van toepassing op werkende werkgewers.

**2. KLOUSULE 29 VAN DEEL I: LOONSKALE**

Vervang die loontabel deur die volgende:

"Kategorie van werknemer"	Loon per uur m.i.v. 11 Januarie 1993	Loon per uur m.i.v. 5 Julie 1993
	R	R
(a) Kwekeling-ambagsgeselle wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 12 (1) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema gebaseer op vaardigheid:		
(i) Minder as 33 persent.....	4,10	4,31
(ii) 33 persent of meer maar minder as 66 persent.....	5,85	6,15
(iii) 66 persent of meer.....	7,61	8,00
(b) Ambagsgeselle:		
(i) Klas 4.....	4,10	4,31
(ii) Klas 3.....	5,85	6,15
(iii) Klas 2.....	7,61	8,00
(iv) Klas 1.....	8,88	9,43
(c) Vakmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge.....	11,70	12,30
(d) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word.....	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word
(e) Vakleerlinge ten opsigte van wie kontrakte van vakleerlingskap aangegaan is voor 11 Februarie 1991:		
(i) Eerste jaar.....	4,21	4,55
(ii) Tweede jaar.....	5,04	5,41
(iii) Derde jaar.....	6,68	7,13"

**3. KLOUSULE 57 VAN DEEL II: LOONSKALE**

Vervang die loontabel deur die volgende:

"Kategorie van werknemer"	Loon per uur	Loon per uur
	m.i.v. 93-01-11	m.i.v. 93-07-05
	R	R
(a) Skryfwerkmontereers.....	4,68	4,92
(b) Kwekeling-masjienbedieners wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (1) geregistreer is:		
(i) Eerste jaar.....	3,80	4,00
(ii) Tweede jaar.....	4,68	4,92
(c) Masjienbedieners.....	6,73	7,07

"Category of employee	Wage per hour	Wage per hour	"Kategorie van werknemer	Loon per uur	Loon per uur
	w.e.f. 93-01-11	w.e.f. 93-07-05		m.i.v. 93-01-11	m.i.v. 93-07-05
	R	R		R	R
(d) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence based modular training scheme: (i) Less than 33 per cent ..... (ii) 33 per cent or more but less than 66 per cent ..... (iii) 66 per cent or more .....	4,10 5,85 7,61	4,31 6,15 8,00	(d) Kwekeling-skrynerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is: (i) Minder as 33 persent..... (ii) 33 persent of meer maar minder as 66 persent..... (iii) 66 persent of meer .....	4,10 5,85 7,61	4,31 6,15 8,00
(e) Tradesman, Class 1 (joiners and wood machinists) .....	9,24	9,72	(e) Ambagsgesel-skrynerker en -houtmasjienwerkers klas I .....	9,24	9,72
(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees .....	11,70	12,30	(f) Vakman-skrynerkers en -houtmasjienwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge .....	11,70	12,30
(g) Employees employed during the probationary period allowed under the Manpower Training Act, 1981 .....	The rate laid down for first year apprentices	The rate laid down for first year apprentices	(g) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word .....	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word
(h) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991: (i) First year .....	4,21	4,55	(h) Vakleerlinge ten opsigte van wie kontrakte van vakleerlingskap aangegaan is voor 11 Februarie 1991: (i) Eerste jaar..... (ii) Tweede jaar .....	4,21 5,04 6,68	4,55 5,41 7,13"
	5,04	5,41	(ii) Tweede jaar .....	5,04	5,41
	6,68	7,13"	(iii) Derde jaar .....	6,68	7,13"

Signed at Pietermaritzburg, on behalf of the parties, this 15th day of October 1992.

**B. HOFFMANN-JENSEN,**  
Chairman.

**M. L. HOSKINS,**  
Member.

**C. P. DAVIS,**  
Secretary.

Namens die partye op hede die 15de dag van Oktober 1992 te Pietermaritzburg onderteken.

**B. HOFFMANN-JENSEN,**  
Voorsitter.

**M. L. HOSKINS,**  
Lid.

**C. P. DAVIS,**  
Sekretaris.

No. R. 3376

18 December 1992

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING  
INDUSTRY: AMENDMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 31 March 1993, upon the employers'

No. R. 3376

18 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

SUIKERVERVAARDIGINGS- EN RAFFINEER-  
NYWERHEID: WYSIGING VAN OOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewers-

**5. CLAUSE 12: EXPIRY OF AGREEMENT AND DISSOLUTION OF THE INDUSTRIAL COUNCIL**

Substitute the following for clause 12.1:

"12.1 Should this Agreement expire, and another agreement providing for the continuation of the Fund not be concluded within 12 months from the expiry date of this Agreement, the Fund shall be liquidated by the Provident Fund Committee subject to the continued existence of the Industrial Council."

Signed at Pretoria, on behalf of the parties, this 10th day of July 1992.

**C. C. C. VAN EEDEN,**  
Chairman of the Board.

**J. S. SWANEPOEL,**  
Vice-chairman of the Board.

**J. FOUCHÉE,**  
Divisional Secretary of the Board.

**C. J. J. VAN DER MERWE,**  
President: Main Industrial Council.

**A. J. VAN SCHALKWYK,**  
Secretary: Main Industrial Council.

**L. M. BRITS,**  
Secretary: ACAOLA Division.


**5. KLOUSULE 12: VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE NYWERHEIDSRAAD**

Vervang klousule 12.1 deur die volgende:

"12.1 Ingeval hierdie Ooreenkoms verstryk en daar nie binne 12 maande vanaf die verstrykingsdatum van hierdie Ooreenkoms 'n ander ooreenkoms vir die voortsetting van die Fonds aangegaan word nie, moet die Fonds deur die Voorsorgfondskomitee gelikwedeer word onderworpe aan die voortbestaan van die Nywerheidsraad."

Namens die partye op hede die 10de dag van Julie 1992 te Pretoria onderteken.

**C. C. C. VAN EEDEN,**  
Voorsitter van die Raad.

**J. S. SWANEPOEL,**  
Ondervoorsitter van die Raad.

**J. FOUCHÉE,**  
Sekretaris van die Raad (SAVMW).

**C. J. J. VAN DER MERWE,**  
President van die Hoofnywerheidsraad.

**A. J. VAN SCHALKWYK,**  
Sekretaris van die Hoofnywerheidsraad.

**L. M. BRITS,**  
Sekretaris van die VAHPO-afdeling van die Nywerheidsraad.

**No. R. 3362** **18 Desember 1992**

**LABOUR RELATIONS ACT, 1956****FURNITURE MANUFACTURING INDUSTRY, NATAL: EXTENSION OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 2620 of 30 November 1984, R. 1444 of 28 June 1985, R. 187 of 31 January 1986, R. 520 of 21 March 1986, R. 742 and R. 743 of 18 April 1986, R. 1169 of 13 June 1986, R. 1523 and R. 1524 of 18 July 1986, R. 1204 of 24 June 1988, R. 2333 and R. 2334 of 18 November 1988, R. 2111 of 29 September 1989, R. 391 of 23 February 1990, R. 137 of 25 January 1991, R. 2855 of 29 November 1991, R. 863 of 20 March 1992, R. 1479 of 29 May 1992, R. 1792 of 26 June 1992 and R. 2776 of 2 October 1992, by a further period ending 31 July 1993.

**D. VAN DER WALT,**  
Director: Labour Relations.

**No. R. 3362** **18 Desember 1992**

**WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, NATAL: VERLENGING VAN HOOFOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 2620 van 30 November 1984, R. 1444 van 28 Junie 1985, R. 187 van 31 Januarie 1986, R. 520 van 21 Maart 1986, R. 742 en R. 743 van 18 April 1986, R. 1169 van 13 Junie 1986, R. 1523 en R. 1524 van 18 Julie 1986, R. 1204 van 24 Junie 1988, R. 2333 en R. 2334 van 18 November 1988, R. 2111 van 29 September 1989, R. 391 van 23 Februarie 1990, R. 137 van 25 Januarie 1991, R. 2855 van 29 November 1991, R. 863 van 20 Maart 1992, R. 1479 van 29 Mei 1992, R. 1792 van 26 Junie 1992 en R. 2776 van 2 Oktober 1992, met 'n verdere tydperk wat op 31 Julie 1993 eindig.

**D. VAN DER WALT,**  
Direkteur: Arbeidsverhoudinge.

**No. R. 3373** **18 Desember 1992**

**LABOUR RELATIONS ACT, 1956****BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL): AMENDMENT OF MAIN AGREEMENT**

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the

**No. R. 3373** **18 Desember 1992**

**WET OP ARBEIDSVERHOUDINGE, 1956****BOU- EN MONUMENTKLIPMESSSELNYWERHEID (TRANSVAAL): WYSIGING VAN HOOFOOREENKOMS**

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms

33  
 Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1994, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1.1.1 (i) of Chapter I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**L. WESSELS,**

Minister of Manpower.

#### **SCHEDULE**

#### **BUILDING INDUSTRY COUNCIL (TRANSVAAL) AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Master Builders' Association (Witwatersrand and Transvaal South)**

**Building Industries Association (Transvaal North)**

**Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry**

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

**Amalgamated Union of Building Trade Workers of South Africa**

**Blanke Bouwerkersvakbond**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Building Industry (Transvaal),

to amend the Main Agreement, published under Government Notice No. R. 899 of 24 April 1987, as amended, extended and renewed by Government Notices Nos. R. 58 of 15 January 1988, R. 888 of 5 May 1988, R. 1061 of 3 June 1988, R. 298 of 24 February 1989, R. 1038 of 26 May 1989, R. 1578 of 21 July 1989, R. 1354 of 15 June 1990, R. 2013 of 24 August 1990 and R. 2378 and R. 2379 of 27 September 1991.

#### **CHAPTER I**

#### **1. AREA AND SCOPE OF APPLICATION OF AGREEMENT**

1.1 The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

1.1.1 (i) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions;

genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1994 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1.1.1 (i) van Hoofstuk I met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Oktober 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**L. WESSELS,**

Minister van Mannekrag.

#### **BYLAE**

#### **BOUNYWERHEIDSRAAD (TRANSVAAL) OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Master Builders' Association (Witwatersrand and Transvaal South)**

**Building Industries Association (Transvaal North)**

**Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig**

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

**Amalgamated Union of Building Trade Workers of South Africa**

**Blanke Bouwerkersvakbond**

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 899 van 24 April 1987, soos gewysig, verleng en hernieu deur Goewermentskennisgewings Nos. R. 58 van 15 Januarie 1988, R. 888 van 5 Mei 1988, R. 1061 van 3 Junie 1988, R. 298 van 24 Februarie 1989, R. 1038 van 26 Mei 1989, R. 1578 van 21 Julie 1989, R. 1354 van 15 Junie 1990, R. 2013 van 24 Augustus 1990 en R. 2378 en R. 2379 van 27 September 1991.

#### **HOOFSTUK I**

#### **1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS**

1.1 Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerhede nagekom word—

1.1.1 (i) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers wat lede is van die vakverenigings;

(ii) (a) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), the area within a radius of 48,28 km from the General Post Office, Krugersdorp; the area within a radius of 32,18 km from the General Post Office, Vereeniging; the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32, 18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice No. 551 of 29 March 1956, fell within the Magisterial District of Pretoria);

(b) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which, prior to 1 March 1979, fell within the Magisterial District of Bethal).

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall—

1.2.1 only apply to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

1.2.2 apply to apprentices and trainees;

1.2.3 apply to foremen and general foremen;

1.2.4 not apply to clerical employees and administrative staff;

1.2.5 not apply to persons who are engaged in the installation or wiring of lighting, heating or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings when such work is undertaken by an employer falling under the jurisdiction of another Industrial Council;

1.2.6 not apply to university or technikon students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

1.2.7 not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;

1.2.8 be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and the Furniture Industry.

**CHAPTER 4**

**2. CLAUSE 2: CONTRIBUTIONS AND LEVIES**

2.1 Substitute the following for the Schedule in clause 2.1:

**"SCHEDULE**

Wage bands—min. to max. rate per hour		Value of contribution per week
R	R	R
18,00	to 19,99	176,40
16,00	to 17,99	164,40
14,00	to 15,99	149,20

(ii) (a) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd die gedeelte wat buite 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val); die gebied binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd die gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde straal val); die gebiede binne 'n straal van 16,09 km vanaf die Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostdistrik Kempton Park (uitgesonderd die gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor Pretoria, val en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956, binne die landdrostdistrik Pretoria geval het);

(b) in die landdrostdistrik Bethal (met inbegrip van die gedeelte van die landdrostdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostdistrik Bethal geval het).

1.2 Ondanks klousule 1.1, is hierdie Ooreenkoms—

1.2.1 slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerling-ambagsmanne;

1.2.2 van toepassing op vakleerlinge en kwekelinge;

1.2.3 van toepassing op voormanne en algemene voormanne;

1.2.4 nie van toepassing op klerke en administratiewe personeel nie;

1.2.5 nie van toepassing nie op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebehore in geboue of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werkgewer onderneem word wat onder die jurisdiksie van 'n ander Nywerheidsraad val nie;

1.2.6 nie van toepassing nie op universiteitstudente of technikonstudente en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

1.2.7 nie van toepassing nie op die Yster-, Staal-, Ingenieurs- en Metallurgiese nywerhede soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika;

1.2.8 onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bounywerheid en die Meubelnywerheid.

**HOOFSTUK 4**

**2. KLOUSULE 2: BYDRAES EN HEFFINGS**

2.1 Vervang die Bylae in klousule 2.1 deur die volgende:

**"BYLAE**

Loonintervalle—min. tot maks. skaal per uur		Waarde van bydrae per week
R	R	R
18,00	tot 19,99	176,40
16,00	tot 17,99	164,40
14,00	tot 15,99	149,20

**Geskoolde werknemers:**



33

Wage bands—min. to max. rate per hour		Value of contribution per week
R	R	R
12,00 to	13,99	134,00
10,00 to	11,99	112,40
9,00 to	9,99	94,60
8,00 to	8,99	87,40
7,00 to	7,99	69,80
6,00 to	6,99	62,20
5,00 to	5,99	54,60
<b>Semi-skilled employees:</b>		
R	R	R
6,50 to	7,99	67,60
5,00 to	6,49	48,40
3,50 to	4,99	39,20
2,25 to	3,49	30,80"

2.2 Substitute the following for the Schedule in clause 2.2:

**"SCHEDULE"**

Wage bands—min. to max. rate per hour		Pension Fund contributions	Medical Aid Fund contributions	Council levy
R	R	R	R	R
18,00 to	19,99	53,20	34,80	0,50
16,00 to	17,99	47,60	34,80	0,50
14,00 to	15,99	42,00	34,80	0,50
12,00 to	13,99	36,40	34,80	0,50
10,00 to	11,99	30,80	28,00	0,50
9,00 to	9,99	26,60	22,00	0,50
8,00 to	8,99	23,80	22,00	0,50
7,00 to	7,99	21,00	12,00	0,50
6,00 to	6,99	18,20	12,00	0,50
5,00 to	5,99	15,40	12,00	0,50
<b>Semi-skilled employees:</b>				
6,50 to	7,99	20,40	22,00	0,50
5,00 to	6,49	16,00	12,00	0,50
3,50 to	4,99	12,00	12,00	0,50
2,25 to	3,49	8,00	12,00	0,50"

2.3 Substitute the following for the Schedule in clause 2.3:

**"SCHEDULE"**

Wage bands—min. to max. rate		Benefit Fund	Stabilization Fund	Tool Ins. Fund	Total
R	R	R	R	R	R
18,00 to	19,99	0,80	0,80	0,40	2,00
16,00 to	17,99	0,80	0,80	0,40	2,00
14,00 to	15,99	0,80	0,80	0,40	2,00
12,00 to	13,99	0,80	0,80	0,40	2,00
10,00 to	11,99	0,80	0,80	0,40	2,00
9,00 to	9,99	0,80	0,80	0,40	2,00
8,00 to	8,99	0,80	0,80	0,40	2,00
7,00 to	7,99	0,80	0,80	0,40	2,00
6,00 to	6,99	0,80	0,80	0,40	2,00
5,00 to	5,99	0,80	0,80	0,40	2,00
<b>Semi-skilled employees:</b>					
6,50 to	7,99	0,80	0,80	0,40	2,00
5,00 to	6,49	0,80	0,80	0,40	2,00
3,50 to	4,99	0,80	0,80	0,40	2,00
2,25 to	3,49	0,80	0,80	0,40	2,00"

Loonintervalle—min. tot maks. skaal per uur		Waarde van bydrae per week
R	R	R
12,00 tot	13,99	134,00
10,00 tot	11,99	112,40
9,00 tot	9,99	94,60
8,00 tot	8,99	87,40
7,00 tot	7,99	69,80
6,00 tot	6,99	62,20
5,00 tot	5,99	54,60
<b>Halfgeskoolde werknemers:</b>		
6,50 tot	7,99	67,60
5,00 tot	6,49	48,40
3,50 tot	4,99	39,20
2,25 tot	3,49	30,80"

2.2 Vervang die Bylae in klausule 2.2 deur die volgende:

**"BYLAE"**

Loonintervalle—min. tot maks. skaal per uur		Pensioen-fondsbydraes	Mediese-hulpfondsbydraes	Raads-heffing
R	R	R	R	R
18,00 tot	19,99	53,20	34,80	0,50
16,00 tot	17,99	47,60	34,80	0,50
14,00 tot	15,99	42,00	34,80	0,50
12,00 tot	13,99	36,40	34,80	0,50
10,00 tot	11,99	30,80	28,00	0,50
9,00 tot	9,99	26,60	22,00	0,50
8,00 tot	8,99	23,80	22,00	0,50
7,00 tot	7,99	21,00	12,00	0,50
6,00 tot	6,99	18,20	12,00	0,50
5,00 tot	5,99	15,40	12,00	0,50
<b>Geskoolde werknemers:</b>				
6,50 tot	7,99	20,40	22,00	0,50
5,00 tot	6,49	16,00	12,00	0,50
3,50 tot	4,99	12,00	12,00	0,50
2,25 tot	3,49	8,00	12,00	0,50"

2.3 Vervang die Bylae in klausule 2.3 deur die volgende:

**"BYLAE"**

Loonintervalle—min. tot maks. skaal per uur		Bystands-fonds	Dienste-stabilisasie-fonds	Gereed-skapver-sekerings-fonds	Totaal
R	R	R	R	R	R
18,00 tot	19,99	0,80	0,80	0,40	2,00
16,00 tot	17,99	0,80	0,80	0,40	2,00
14,00 tot	15,99	0,80	0,80	0,40	2,00
12,00 tot	13,99	0,80	0,80	0,40	2,00
10,00 tot	11,99	0,80	0,80	0,40	2,00
9,00 tot	9,99	0,80	0,80	0,40	2,00
8,00 tot	8,99	0,80	0,80	0,40	2,00
7,00 tot	7,99	0,80	0,80	0,40	2,00
6,00 tot	6,99	0,80	0,80	0,40	2,00
5,00 tot	5,99	0,80	0,80	0,40	2,00
<b>Geskoolde werknemers:</b>					
6,50 tot	7,99	0,80	0,80	0,40	2,00
5,00 tot	6,49	0,80	0,80	0,40	2,00
3,50 tot	4,99	0,80	0,80	0,40	2,00
2,25 tot	3,49	0,80	0,80	0,40	2,00"

2.4 Substitute the following for the Schedule in clause 2.4:

"SCHEDULE		Deductions per hour
Wage bands—min. to max. rate per hour		
<b>Skilled employees:</b>		
R	R	R
18,00 to	19,99 .....	4,41
16,00 to	17,99 .....	4,11
14,00 to	15,99 .....	3,73
12,00 to	13,99 .....	3,35
10,00 to	11,99 .....	2,81
9,00 to	9,99 .....	2,365
8,00 to	8,99 .....	2,185
7,00 to	7,99 .....	1,745
6,00 to	6,99 .....	1,555
5,00 to	5,99 .....	1,365
<b>Semi-skilled employees:</b>		
6,50 to	7,99 .....	1,69
5,00 to	6,49 .....	1,21
3,50 to	4,99 .....	0,98
2,25 to	3,49 .....	0,77"

2.5 Substitute the following for the Schedule in clause 2.5:

"SCHEDULE				
Wage bands—min. to max. rate per hour		National Development Fund	Council levy	Total
<b>Skilled employees:</b>				
R	R	R	R	R
18,00 to	19,99 .....	0,45	0,50	0,95
16,00 to	17,99 .....	0,45	0,50	0,95
14,00 to	15,99 .....	0,45	0,50	0,95
12,00 to	13,99 .....	0,45	0,50	0,95
10,00 to	11,99 .....	0,45	0,50	0,95
9,00 to	9,99 .....	0,45	0,50	0,95
8,00 to	8,99 .....	0,45	0,50	0,95
7,00 to	7,99 .....	0,45	0,50	0,95
6,00 to	6,99 .....	0,45	0,50	0,95
5,00 to	5,99 .....	0,45	0,50	0,95
<b>Semi-skilled employees:</b>				
6,50 to	7,99 .....	0,45	0,50	0,95
5,00 to	6,49 .....	0,45	0,50	0,95
3,50 to	4,99 .....	0,45	0,50	0,95
2,25 to	3,49 .....	0,45	0,50	0,95"

Signed at Johannesburg this 6th day of October 1992.

**W. BACKER,**  
Chairman.

**R. W. BEECH,**  
Vice-Chairman.

**W. DE J. STAPELBERG,**  
General Secretary.

33

2.4 Vervang die Bylae in koudsule 2.4 deur die volgende:

"BYLAE		
Loonintervalle—min. tot maks. skaal per uur		Aftrekkings per uur
<b>Geskoolde werknemers:</b>		
R	R	R
18,00 tot	19,99 .....	4,41
16,00 tot	17,99 .....	4,11
14,00 tot	15,99 .....	3,73
12,00 tot	13,99 .....	3,35
10,00 tot	11,99 .....	2,81
9,00 tot	9,99 .....	2,365
8,00 tot	8,99 .....	2,185
7,00 tot	7,99 .....	1,745
6,00 tot	6,99 .....	1,555
5,00 tot	5,99 .....	1,365
<b>Halfgeskoolde werknemers:</b>		
6,50 tot	7,99 .....	1,69
5,00 tot	6,49 .....	1,21
3,50 tot	4,99 .....	0,98
2,25 tot	3,49 .....	0,77"

2.5 Vervang die Bylae in koudsule 2.5 deur die volgende:

"BYLAE				
Loonintervalle—min. tot maks. skaal per uur		Nasionale Ontwikkelingsfonds	Raadsheffing	Totaal
<b>Geskoolde werknemers:</b>				
R	R	R	R	R
18,00 tot	19,99 .....	0,45	0,50	0,95
16,00 tot	17,99 .....	0,45	0,50	0,95
14,00 tot	15,99 .....	0,45	0,50	0,95
12,00 tot	13,99 .....	0,45	0,50	0,95
10,00 tot	11,99 .....	0,45	0,50	0,95
9,00 tot	9,99 .....	0,45	0,50	0,95
8,00 tot	8,99 .....	0,45	0,50	0,95
7,00 tot	7,99 .....	0,45	0,50	0,95
6,00 tot	6,99 .....	0,45	0,50	0,95
5,00 tot	5,99 .....	0,45	0,50	0,95
<b>Halfgeskoolde werknemers:</b>				
6,50 tot	7,99 .....	0,45	0,50	0,95
5,00 tot	6,49 .....	0,45	0,50	0,95
3,50 tot	4,99 .....	0,45	0,50	0,95
2,25 tot	3,49 .....	0,45	0,50	0,95"

Op hede die 6de dag van Oktober 1992 te Johannesburg onderteken.

**W. BACKER,**  
Voorsitter.

**R. W. BEECH,**  
Visevoorsitter.

**W. DE J. STAPELBERG,**  
Hoofsekretaris.

No. R. 3374

18 Desember 1992

LABOUR RELATIONS ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): AMENDMENT OF MAIN AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the

No. R. 3374

18 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP): WYSIGING VAN HOOFOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms

(10) Substitute the following for subclause (6) (b):

"(b) If at any time the amount to the credit of the Benefit Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Benefit Fund exceeds R250 000."

(11) Delete subclause (6) (c).

#### 4. CLAUSE 37: BENEFIT FUND FOR NON-ARTISANS

(1) Substitute the following for subclause (4) (a):

"(a) he has made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;"

(2) Substitute the following for subclause (4) (b):

"(b) he has been unable to pursue his occupation due to sickness or accident for at least three days."

(3) Substitute the following for subclause (5) (a) (i):

"(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit shall accrue from the beginning of the sick leave;"

(4) Substitute the following for subclause (5) (a) (ii):

"(ii) a member who has received benefits for 36 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Fund for at least 26 weeks subsequent to the receipt of the benefits;"

(5) Delete subclause (5) (b) in its entirety.

(6) Substitute the following for subclause (5) (c) (i):

"(i) earned at least 26 stamps in the 20 months immediately before the date of his retirement, of which at least one stamp must have been earned in the 3 months immediately before his retirement; and"

(7) Substitute the following for subclause (5) (c) (iii):

"(iii) worked in the Building Industry, Kimberley, for at least five years."

(8) Delete subclause (5) (d) in its entirety.

(9) Substitute the following for subclause (5) (e) (iii):

"(iii) benefits shall not be payable for the first two hours of continuous suspension;"

(10) Substitute the following for subclause (5) (e) (iv):

"(iv) the claim for payment is signed by the employer and furnished to the Council within 14 days of the claim arising."

(11) Substitute the following for subclause (7) (b):

"(b) If at any time the amount to the credit of the Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Fund exceeds R250 000."

(12) Substitute the following for subclause (7) (c):

"(c) A certificate from any registered doctor or hospital shall be sufficient evidence of the illness of the member."

#### 5. CLAUSE 44: SUBSCRIPTIONS: KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Substitute the following for subclause (1):

"(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 75c per week in respect of each of his employees."

(10) Vervang subklousule (6) (b) deur die volgende:

"(b) As die bedrag in krediet van die Bystandsfonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Bystandsfonds meer as R250 000 is."

(11) Skrap subklousule (6) (c) in sy geheel.

#### 4. KLOUSULE 37: BYSTANDSFONDS VIR NIE-AMBAGSMANNE

(1) Vervang subklousule (4) (a) deur die volgende:

"(a) hy gedurende die 20 maande onmiddellik voordat die eis ontstaan het, minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;"

(2) Vervang subklousule (4) (b) deur die volgende:

"(b) hy minstens drie dae nie in staat was om sy beroep weens siekte of ongeluk uit te oefen nie."

(3) Vervang subklousule (5) (a) (i) deur die volgende:

"(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop die bystand vanaf die aanvang van die siekteverlof;"

(4) Vervang subklousule (5) (a) (ii) deur die volgende:

"(ii) 'n lid wat bystand vir 36 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie, tensy bydraes namens hom vir minstens 26 weke tot die Fonds gedoen is na ontvangs van die bystand;"

(5) Skrap subklousule (5) (b) in sy geheel.

(6) Vervang subklousule (5) (c) (i) deur die volgende:

"(i) minstens 26 seëls in die 20 maande onmiddellik voor die datum van sy aftrede verdien het, waarvan minstens een seël in die 3 maande onmiddellik voor sy aftrede verdien moet gewees het; en"

(7) Vervang subklousule (5) (c) (iii) deur die volgende:

"(iii) minstens vyf jaar in die Bounywerheid, Kimberley, werksaam was."

(8) Skrap subklousule 5 (d) in sy geheel.

(9) Vervang subklousule (5) (e) (iii) deur die volgende:

"(iii) geen bystand vir die eerste twee uur van diensopskorting op elke dag betaal word nie;"

(10) Vervang subklousule (5) (e) (iv) deur die volgende:

"(iv) die eis vir betaling deur die werkgewer onderteken is en binne 14 dae nadat die eis ontstaan het, by die Raad ingedien is."

(11) Vervang subklousule (7) (b) deur die volgende:

"(b) As die bedrag in die krediet van die Fonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Fonds meer as R250 000 is."

(12) Vervang subklousule (7) (c) deur die volgende:

"(c) 'n Sertifikaat van 'n geregistreerde geneesheer of die hospitaal is voldoende bewys dat die lid siek was."

#### 5. KLOUSULE 44: LEDEGELD: KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 'n bedrag van 75c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers."

No. R. 3417

24 December 1992

LABOUR RELATIONS ACT, 1956  
 BUILDING INDUSTRY, PORT NATAL:  
 AMENDMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clause 1 (1) (a), shall be binding, with effect from 11 January 1993 and for the period ending 31 October 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**L. WESSELS,**  
 Minister of Manpower.

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,  
 PORT NATAL  
 AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Natal Master Builders' and Allied Industries Association** (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

**Amalgamated Society of Woodworkers  
 Amalgamated Union of Building Trade Workers of  
 South Africa**

**Blanke Bouwerkersvakbond**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Building Industry, Port Natal,

to amend the Agreement published under Government Notice No. R. 1624 of 31 July 1987, hereinafter referred to as the Main Agreement, as amended, corrected and extended by Government Notices Nos. R. 1950 of 11 September 1987, R. 2447 of 30 October 1987, R. 849 of 29 April 1988, R. 2215 and R. 2216 of 28 October 1988, R. 2298 of 11 November 1988, R. 842 of 28 April 1989, R. 1149 of 9 June 1989, R. 2333 and R. 2334 of 27 October 1989, R. 2356 of 5 October 1990, R. 2500 of 26 October 1990, R. 2457 of 11 October 1991, R. 2794 of 22 November 1991 and R. 3035 of 30 October 1992.

No. R. 3417

24 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956  
 BOUNYWERHEID, PORT NATAL:  
 WYSIGING VAN OOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 11 Januarie 1993 en vir die tydperk wat op 31 Oktober 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van 11 Januarie 1993 en vir die tydperk wat op 31 Oktober 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.

**L. WESSELS,**  
 Minister van Mannekrag.

**BYLAE**

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,  
 PORT NATAL  
 OOREENKOMS**

ooreenkomsig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Natal Master Builders' and Allied Industries Association** (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

**Amalgamated Society of Woodworkers  
 Amalgamated Union of Building Trade Workers of  
 South Africa**

**Blanke Bouwerkersvakbond**

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die party is by die Nywerheidsraad vir die Bounywerheid, Port Natal,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1624 van 31 Julie 1987, hierna die Hofooreenkoms genoem, soos gewysig, verbeter en verleng by Goewermentskennisgewings Nos. R. 1950 van 11 September 1987, R. 2447 van 30 Oktober 1987, R. 849 van 29 April 1988, R. 2215 en R. 2216 van 28 Oktober 1988, R. 2298 van 11 November 1988, R. 842 van 28 April 1989, R. 1149 van 9 Junie 1989, R. 2333 en R. 2334 van 27 Oktober 1989, R. 2356 van 5 Oktober 1990, R. 2500 van 26 Oktober 1990, R. 2457 van 11 Oktober 1991, R. 2794 van 22 November 1991 en R. 3035 van 30 Oktober 1992.

**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by all employers and employees who are members of the employers' organisation and any of the trade unions, respectively;

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Chatsworth, Pinetown and Inanda.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

(a) apply to all classes of employees other than the following:

- (i) Clerical or administrative employees;
- (ii) foremen and general foremen who are supervisory staff as defined in clause 4 of the Main Agreement;
- (iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) apply to foremen and general foremen who are not supervisory staff as defined in clause 4 of the Main Agreement;

(d) apply to working employers.

**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en enige van die vakverenigings is;

(b) in die landdrostdistrikte Durban (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Chatsworth, Pinetown en Inanda.

(2) Ondanks subklousule (1) (a) is hierdie Ooreenkoms—

(a) van toepassing op alle klasse werknemers, uitgesonderd die volgende:

- (i) Klerklike of administratiewe personeel;
- (ii) voormanne en algemene voormanne wat toesig-houdende personeel is, soos in klousule 4 van die Hoof-ooreenkoms omskryf;

(iii) universiteit- en technikonstudente, konstruksietoesighouers, bouopmeters en ander persone wat besig is met praktiese werk te voltooiing van hul akademiese opleiding;

(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens voorgeskryf of kennisgewings wat daarkragtens bestel is nie;

(c) van toepassing op voormanne en algemene voormanne wat nie toesig-houdende personeel, soos in klousule 4 van die Hoof-ooreenkoms omskryf, is nie;

(d) op werkende werkgewers van toepassing.

**2. CLAUSE 4 OF PART I: DEFINITIONS**

In the definition "hourly wage", substitute the following for paragraph (a):

"(a) in respect of general workers, plant operators, drivers and tradesmen, Class 4, employed under Part I of the Agreement, the employee's hourly wage rate negotiated in accordance with the provisions of clause 29 (3) of Part I of the Agreement;"

**3. CLAUSE 29 OF PART I: WAGE RATE**

(i) Substitute the following for subclause (1):

"(1) Subject to the provisions of subclauses (2) to (6) inclusive and clauses 30 to 32 inclusive, the following shall be the prescribed wage rates for the various categories of employees other than general workers, plant operators and drivers:

Category of employee	From 11 January 1993 to 4 July 1993	From 5 July 1993
	Per hour	Per hour
(a) Trainee tradesmen serving under contracts of traineeship registered in terms of clause 12 (1) and who have passed the following modules in a recognised competence-based modular training scheme:	R	R
(i) Less than 33 per cent.....	4,13	4,45
(ii) 33 per cent or more but less than 66 per cent.....	5,90	6,35
(iii) 66 per cent or more.....	7,67	8,26
(b) Tradesmen:		
(i) Class 4.....	The rate as determined in accordance with the provisions of subclause (3).	The rate as determined in accordance with the provisions of subclause (3).

33

Category of employee	From 11 January 1993 to 4 July 1993	From 5 July 1993
	Per hour	Per hour
	R	R
(ii) Class 3.....	5,90	6,35
(iii) Class 2.....	7,67	8,26
(iv) Class 1.....	9,00	9,70
(c) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding trainees.....	11,80	12,70
(d) Employees employed during the probationary period allowed under the Manpower Training Act, 1981.....	The rate laid down for apprentices whose contracts were entered into on or after 11 February 1991.	The rate laid down for apprentices whose contracts were entered into on or after 11 February 1991.
(e) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991:		
(i) First year.....	4,33	4,69
(ii) Second year.....	5,16	5,58
(iii) Third year.....	6,80	7,34."

**2. KLOUSULE 4 VAN DEEL I: WOORDOMSKRYWING**

In die omskrywing "uurloon", vervang paragraaf (a) deur die volgende:

"(a) ten opsigte van algemene werkers, toerustingbedieners, drywers en ambagsgeselle, klas 4, in diens kragtens Deel I van die Ooreenkoms, die werknemer se uurloon beding ooreenkomstig klousule 29 (3) van Deel I van die Ooreenkoms;"

**3. KLOUSULE 29 VAN DEEL I: LOONSKALE**

(i) Vervang subklousule (1) deur die volgende:

"(1) Behoudens subklousules (2) tot en met (6) en klousules 30 tot en met 32 is die volgende die voorgeskrewe loonskale vir die verskillende kategorië werknemers, uitgesonderd algemene werkers, toerustingbedieners en drywers:

Kategorie werknemer	Vanaf 11 Januarie 1993 tot 4 Julie 1993	From 5 Julie 1993
	Per uur	Per uur
	R	R
(a) Kwekeling-ambagsgeselle wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 12 (1) geregistreer is en wat geslaag net in die volgende modules van 'n erkende modulêre opleidingskema gebaseer op vaardigheid:		
(i) Minder as 33 persent.....	4,13	4,45
(ii) 33 persent of meer maar minder as 66 persent.....	5,90	6,35
(iii) 66 persent of meer.....	7,67	8,26
(b) Ambagsgeselle:		
(i) Klas 4.....	Die loon wat ooreenkomstig subklousule (3) bepaal word.	Die loon wat ooreenkomstig subklousule (3) bepaal word.
(ii) Klas 3.....	5,90	6,35
(iii) Klas 2.....	7,67	8,26
(iv) Klas 1.....	9,00	9,70
(c) Vakmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin spesifiseer word nie, uitgesonderd kwekelinge...	11,80	12,70

Kategorie werknemer	Vanaf 11 Januarie 1993 tot 4 Julie 1993	From 5 Julie 1993
	Per uur	Per uur
(d) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekrageopleiding, 1981, toegelaat word.....	R Die loon wat voorgeskryf word vir vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is op of na 11 Februarie 1991.	R Die loon wat voorgeskryf word vir vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is op of na 11 Februarie 1991.
(e) Vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is voor 11 Februarie 1991:		
(i) Eerste jaar.....	4,33	4,69
(ii) Tweede jaar.....	5,16	5,58
(iii) Derde jaar.....	6,80	7,34."

(2) Substitute the following for subclause (3):

"(3) The wage rate payable to a general worker, a plant operator, a driver or a tradesman, Class 4, shall be determined, in a fair and equitable manner, by negotiation between the employer and the employee."

(3) Insert the following new subclause (6):

"(6) (a) Every tradesman, Class 1, and craftsman who, on 11 January 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

(i) In the case of a tradesman, Class 1—60 cents per hour;

(ii) in the case of a craftsman—60 cents per hour.

(b) Every tradesman, Class 1, and craftsman who, on 5 July 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

(i) In the case of a tradesman, Class 1—70 cents per hour;

(ii) in the case of a craftsman—90 cents per hour."

#### 4. CLAUSE 57 OF PART II:—WAGE RATES

(1) Substitute the following for subclause (1):

"(1) Subject to the provisions of subclause (2) to (6) inclusive and clauses 31 and 32 of Part I of the Agreement, read with clause 51 of this Part, the following shall be the prescribed wage rates for the various categories of employees other than general workers and manufacturing workers:

(2) Vervang subklousule (3) deur die volgende:

"(3) Die loonskaal wat aan 'n algemene werker, 'n toerustingbediener, 'n drywer of 'n ambagsgesel klas 4 betaal moet word, moet by onderhandeling tussen die werkgewer en die werknemer op 'n redelike en billike wyse bepaal word."

(3) Voeg die volgende nuwe subklousule (6) in:

"(6) (a) Elke ambagsgesel klas 1 en vakman wat op 11 Januarie 1993 by 'n werkgewer in diens is vir geskoolde werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike skool van besoldiging onmiddellik vóór vermeldde datum hoër was as die skaal vir sy kategorie werknemer in subklousule (1) gespesifiseer, al dan nie, minstens die werklike skaal van besoldiging betaal word wat hy onmiddellik vóór vermeldde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

(i) In die geval van 'n ambagsgesel klas 1—60 sent per uur;

(ii) in die geval van 'n vakman—60 sent per uur.

(b) Elke ambagsgesel klas 1 en vakman wat op 5 Julie 1993 by 'n werkgewer in diens is vir geskoolde werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike skaal van besoldiging onmiddellik vóór vermeldde datum hoër was as die skaal vir sy kategorie werknemer in subklousule (1) gespesifiseer, al dan nie, minstens die werklike skaal van besoldiging betaal word wat hy onmiddellik vóór vermeldde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

(i) In die geval van 'n ambagsgesel klas 1—70 sent per uur;

(ii) in die geval van 'n vakman—90 sent per uur."

#### 4. KLOUSULE 57 VAN DEEL II:—LOONSKALE

(1) Vervang subklousule (1) deur die volgende:

"(1) Behoudens subklousules (2) tot en met (6) en klousules 31 en 32 van Deel I van die Ooreenkoms, gelees saam met klousule 51 van hierdie Deel, is die volgende voorgeskrewe loonskaal vir die verskillende kategorieë werknemers, uitgesonderd algemene werkers en vervaardigingswerkers:

Category of employee	From 11 January 1993 to 4 July 1993	From 5 July 1993
	Per hour	Per hour
	R	R
(a) Joinery assemblers.....	4,72	5,08
(b) Trainee machine operators serving under contracts of traineeship registered in terms of clause 53 (1):		
(i) First year.....	3,84	4,13
(ii) Second year.....	4,72	5,08
(c) Machine operators.....	6,79	7,30
(d) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence-based modular training scheme:		
(i) Less than 33 per cent.....	4,13	4,45
(ii) 33 per cent or more but less than 66 per cent.....	5,90	6,35
(iii) 66 per cent or more.....	7,67	8,26
(e) Tradesmen, Class 1 (joiners and wood machinists).....	9,42	10,12
(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees.....	11,80	12,70
(g) Employees employed during the probationary period allowed under the Manpower Training Act, 1981.....	The rate laid down for apprentices whose contracts of apprenticeship were entered into on or after 11 February 1991.	The rate laid down for apprentices whose contracts of apprenticeship were entered in to on or after 11 February 1991.
(h) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991:		
(i) First year.....	4,33	4,69
(ii) Second year.....	5,16	5,58
(iii) Third year.....	6,80	7,34."

Kategorie werknemer	Vanaf 11 Januarie 1993 tot 4 Julie 1993	Vanaf 5 Julie 1993
	Per uur	Per uur
	R	R
(a) Skrynwermonteerders.....	4,72	5,08
(b) Kwekeling-masjienbedieners wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (1) geregistreer is:		
(i) Eerste jaar.....	3,84	4,13
(ii) Tweede jaar.....	4,72	5,08
(c) Masjienbedieners.....	6,79	7,30
(d) Kwekeling-skrynwerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is:		
(i) Minder as 33 persent.....	4,13	4,45
(ii) 33 persent of meer maar minder as 66 persent.....	5,90	6,35
(iii) 66 persent of meer.....	7,67	8,26
(e) Ambagsgesel-skrynwerkers en -houtmasjienwerkers klas 1.....	9,42	10,12
(f) Vakman-skrynwerkers en -houtmasjienwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge.....	11,80	12,70

33



Kategorie werknemer	Vanaf 11 Januarie 1993 tot 4 Julie 1993	Vanaf 5 Julie 1993
	Per uur	Per uur
(g) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word.....	R Die loon wat voorgeskryf word vir vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is op of na 11 Februarie 1991.	R Die loon wat voorgeskryf word vir vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is op of na 11 Februarie 1991.
(h) Vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is voor 11 Februarie 1991:		
(i) Eerste jaar.....	4,33	4,69
(ii) Tweede jaar.....	5,16	5,58
(iii) Derde jaar.....	6,80	7,34."

(2) Insert the following new subclause (6):

32

“(6) (a) Every tradesman, Class 1 (joiner), tradesman, Class 1 (wood machinist), craftsman joiner and craftsman wood machinist who, on 11 January 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

(i) In the case of a tradesman, Class 1 (joiner) or tradesman, Class 1 (wood machinist)—60 cents per hour;

(ii) In the case of a craftsman joiner or a craftsman wood machinist—60 cents per hour.

(b) Every tradesman, Class 1 (joiner), tradesman, Class 1 (wood machinist), craftsman joiner and craftsman wood machinist who, on 5 July 1993, is employed by an employer on skilled work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his category of employee in subclause (1), be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his category of employee as follows:

(i) In the case of a tradesman, Class 1 (joiner) or a tradesman, Class 1 (wood machinist)—70 cents per hour;

(ii) In the case of a craftsman joiner or a craftsman wood machinist—90 cents per hour.”.

Signed at Durban, on behalf of the parties, this 15th day of October 1992.

**B. HOFFMANN-JENSEN,**

Chairman.

**M. L. HOSKINS,**

Member.

**K. H. DAVEL,**

Secretary.

(2) Voeg die volgende nuwe subklousule (6) in:

“(6) (a) Elke ambagsgesel Klas 1 (skrynerwerker), ambagsgesel Klas 1 (houtmasjienwerker), vakman-skrynerwerker en vakman-houtmasjienwerker wat op 11 Januarie 1993 by 'n werkgewer in diens is vir geskoolde werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike skaal van besoldiging onmiddellik vóór vermelde datum hoër was as die skaal vir sy kategorie werknemer in subklousule (1) gespesifiseer, al dan nie, minstens die werklike skaal van besoldiging betaal word wat hy onmiddellik vóór vermelde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

(i) In die geval van 'n ambagsgesel Klas 1 (skrynerwerker) of 'n ambagsgesel Klas 1 (houtmasjienwerker)—60 sent per uur;

(ii) In die geval van 'n vakman-skrynerwerker of 'n vakman-houtmasjienwerker—60 sent per uur.

(b) Elke ambagsgesel Klas 1 (skrynerwerker), ambagsgesel Klas 1 (houtmasjienwerker), vakman-skrynerwerker en vakman-houtmasjienwerker wat op 5 Julie 1993 by 'n werkgewer in diens is vir geskoolde werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike skaal van besoldiging onmiddellik vóór vermelde datum hoër was as die skaal vir sy kategorie werknemer in subklousule (1) gespesifiseer, al dan nie, minstens die werklike skaal van besoldiging betaal word wat hy onmiddellik vóór vermelde datum ontvang het, plus die volgende addisionele bedrag vir sy kategorie werknemer:

(i) In die geval van 'n ambagsgesel Klas 1 (skrynerwerker) of 'n ambagsgesel Klas 1 (houtmasjienwerker)—70 sent per uur;

(ii) In die geval van 'n vakman-skrynerwerker of 'n vakman-houtmasjienwerker—90 sent per uur.”.

Namens die partye op hede die 15de dag van Oktober 1992 te Durban onderteken.

**B. HOFFMANN-JENSEN,**

Voorsitter.

**M. L. HOSKINS,**

Lid.

**K. H. DAVEL,**

Sekretaris.

No. R. 3419

24 December 1992

## LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST  
BOLAND: AMENDMENT OF MAIN AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading of this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 12 February 1994, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clause 1 (1) (a) and 3, shall be binding, with effect from the date of publication of this notice and for the period ending 12 February 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**L. WESSELS,**  
Minister of Manpower.

## SCHEDULE

BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST  
BOLAND

## AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Building Industries Association North Boland**  
and the

**Bou Industrieë Assosiasie Wes-Boland**

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

**Building Workers' Union**

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Building Industrial Council, North and West Boland,

to amend the Main Agreement published under Government Notice No. R. 3052 of 13 December 1991, as amended and extended by Government Notices Nos. R. 3043 and R. 3044 of 30 October 1992.

## 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed—

(a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisations and the trade union respectively;

(b) in the Magisterial Districts of Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Ceres and Tulbagh.

No. R. 3419

24 Desember 1992

## WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND:  
WYSIGING VAN HOOFDOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) en 3, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Februarie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**L. WESSELS,**  
Minister van Mannekrag.

## BYLAE

## BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND

## OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Building Industries Association North Boland**  
en die

**Bou Industrieë Assosiasie Wes-Boland**

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

**Building Workers' Union**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland,

tot wysiging van die Hoofdooreenkoms gepubliseer by Goewermentskennisgewing No. R. 3052 van 13 Desember 1991, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 3043 en R. 3044 van 30 Oktober 1992.

## 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasies en die vakvereniging;

(b) in die landdrostdistrikte Hopefield, Piketberg, Vredenburg, Worcester, Moorreesburg, Ceres en Tulbagh.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only to those classes of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 3052 of 13 December 1991;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

(d) not apply to general foremen;

(e) apply to labour-only contractors, working partners and working directors, principals and contractors.

## 2. CLAUSE 14: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

Substitute the following for subclause (7):

“(7) *Payment for overtime:* An employer shall pay an employee, who works overtime at a rate of not less than—

(a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;

(b) in respect of overtime worked—

(i) in excess of one hour daily on Monday to Thursdays inclusive, on and one third,

(ii) on Fridays, one and one third, and

(iii) on Saturdays prior to 17:00, one and a half

times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week, subject however, to the employee having worked 44 hours, Monday to Saturday, inclusive, during the specific pay-week. If the employee has worked less than 44 hours during the specific pay-week, irrespective of whether the time so worked was on a normal working day during the week or on a Saturday, the aforementioned overtime wages will not be applicable;

(c) in respect of overtime worked—

(i) after 17:00 on Saturdays;

(ii) on Sundays and up to the normal starting time on Mondays;

(iii) on the public holidays referred to in clause 16 (1) (b);

(iv) during the leave periods prescribed in clause 16 (1) (a);

two times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week.”

## 3. CLAUSE 29: SICK BENEFIT DEDUCTION

Substitute the following for subclause (1):

“(1) Every employer shall, in respect of each employee in his employment who is a member of the trade union which is a party to the Agreement deduct from the wages of each such employee for the purpose of a sick benefit fund the following amount:

Employees for whom wages are prescribed in clause 17 (1) (d), (e), (f), (g), (h), (i), (j) and (k): “R1,60” per week.”

Signed, on behalf of the parties, this 21st day of July 1992.

**P. J. DE WET,**  
Councillor.

**H. K. VAN WEST,**  
Vice-Chairman.

**N. J. KRUGER,**  
Secretary.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing slegs op dié klasse werknemers vir wie lone voorgeskryf is in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 3052 van 13 Desember 1991;

(b) van toepassing op vakleerlinge en kwekeling 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) nie van toepassing nie op universiteitstudente en gegraduateerde in die bouwetenskap en konstruksietoehouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

(d) nie van toepassing op algemene voormanne nie;

(e) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

## 2. KLOUSULE 14: WERKURE, GEWONE EN OORTYD- EN BETALING VIR OORTYDWERK

Vervang subklousule (7) deur die volgende:

“(7) *Betaling vir oortydwerk:* ’n Werkgewer moet ’n werknemer wat oortydwerk verrig, betaal teen minstens—

(a) ten opsigte van oortydwerk van hoogstens een uur daaglik op Maandae tot en met Donderdae, sy loon plus alle toelaes vir elke uur of gedeelte van ’n uur wat hy aldus in ’n week werk;

(b) vir oortydwerk verrig—

(i) vir langer as een uur daaglik op Maandae tot en met Donderdae, een en een derde,

(ii) op Vrydae, een en een derde, en

(iii) op Saterdag voor 17:00, een en ’n half

maal sy uurloon plus toelaes vir elke uur of gedeelte van ’n uur wat hy aldus in ’n week gewerk het, onderhewig daaraan egter, dat die werknemer 44 ure, vanaf Maandag tot en met Saterdag, gedurende die spesifieke betaalweek gewerk het. Indien die werknemer minder as 44 ure in die spesifieke betaalweek gewerk het, ongeag of die tyd aldus op ’n gewone werksdag gedurende die week of op ’n Saterdag gewerk was, sal die voormelde oortydloone nie van toepassing wees nie;

(c) vir oortydwerk verrig—

(i) na 17:00 op Saterdag;

(ii) op Sondag en tot by die normale aanvangstyd op Maandae;

(iii) op die openbare vakansiedae in klousule 16 (1) (b) vermeld;

(iv) gedurende die verloftydperke voorgeskryf in klousule 16 (1) (a);

twee maal sy uurloon plus toelaes vir elke uur of gedeelte van ’n uur wat hy aldus in ’n week gewerk het.”

## 3. KLOUSULE 29: AFTREKKING VIR SIEKTEBYSTAND

Vervang subklousule (1) deur die volgende:

“(1) Elke werkgewer moet, en opsigte van elke werknemer is sy diens wat ’n lid is van die vakvereniging wat ’n party by die Ooreenkoms is, die volgende bedrae van die loon van elke sodanige werknemer aftrek vir die doel van ’n siektebystandsfonds:

Werknemers vir wie lone in klousule 17 (1) (d), (e), (f), (g), (h), (i), (j) en (k): “R1,60” per week.”

Geteken, namens die partye, op hierdie 21ste dag van Julie 1992.

**P. J. DE WET,**  
Raadslid.

**H. K. VAN WEST,**  
Vise-voorsitter.

**N. J. KRUGER,**  
Sekretars.

**SCHEDULE****Definitions**

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning and "the Scheme" means the Dried Fruit Scheme published by Government Notice No. R. 1065 of 10 June 1988 (corrected by Government Notice No. R. 1464 of 22 July 1988), as amended by Government Notices Nos. R. 1627 of 28 July 1989 and R. 2696 of 15 November 1991.

**Imposition of levy and special levy**

2. A levy and a special levy are hereby imposed on dried fruit of the kinds specified in column 1 of the Table, that is sold by a producer thereof.

**Amount of levy and special levy**

3. The amount of the levy and special levy referred to in clause 2 shall respectively be as specified in columns 2 and 3 of the Table opposite the respective kinds of dried fruit.

**BYLAE****Woordomskrywing**

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Droëvrugteskema gepubliseer by Goewermentskennisgewing No. R. 1065 van 10 Junie 1988 (verbeter by Goewermentskennisgewing No. R. 1464 van 22 Julie 1988), soos gewysig by Goewermentskennisgewings Nos. R. 1627 van 28 Julie 1989 en R. 2696 van 15 November 1991.

**Oplegging van heffing en spesiale heffing**

2. 'n Heffing en 'n spesiale heffing word hiermee opgelê op droëvrugte van die soorte in kolom 1 van die Tabel vermeld, wat deur 'n produsent daarvan verkoop word.

**Bedrag van heffing en spesiale heffing**

3. Die bedrag van die heffing en spesiale heffing in klousule 2 bedoel, is onderskeidelik soos in kolomme 2 en 3 van die Tabel teenoor die onderskeie soorte droëvrugte vermeld.

**TABLE • TABEL**  
**LEVY AND SPECIAL LEVY ON DRIED FRUIT**  
**HEFFING EN SPESIALE HEFFING OP DROËVRUGTE**

1	2	3
1. Currants/Korente .....	2,20	5,90
2. Raisins/Rosyne .....	2,20	3,10
3. Seedless raisins/Pitlose rosyne:		
3.1 Sultanas, bleached/Sultanas, geswael .....	2,20	8,10
3.2 Sultanas, unbleached/Sultanas, geloog .....	2,20	8,10
3.3 Thompson seedless raisins/Thompson pitlose rosyne .....	2,20	5,90
4. Prunes/Pruimedante .....	2,20	6,30
5. All other kinds of dried fruit/Alle ander soorte droëvrugte .....	2,20	3,10

**DEPARTMENT OF MANPOWER**

No. R. 3386

33

24 December 1992

**LABOUR RELATIONS ACT, 1956****BUILDING INDUSTRY, KIMBERLEY: AMENDMENT OF MAIN AGREEMENT**

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

**DEPARTEMENT VAN MANNEKRAG**

No. R. 3386

24 Desember 1992

**WET OP ARBEIDSVERHOUDINGE, 1956****BOUNYWERHEID, KIMBERLEY: WYSIGING VAN HOOFOOREENKOMS**

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

**L. WESSELS,**  
Minister of Manpower.

33

### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY

#### AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

#### Kimberley Master Builders' and Allied Trades Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

#### Amalgamated Union of Building Trade Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Building Industry, Kimberley,

to amend the Agreement published under Government Notice R. 2110 of 29 September 1989, as amended, renewed and re-enacted by Government Notices Nos. R. 1497 of 29 June 1990, R. 2551 of 2 November 1990, R. 3053 of 4 January 1991, R. 3136 of 20 December 1991 and R. 2340 of 21 August 1992.

### A. ADMINISTRATIVE AND GENERAL

#### 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by the employers and the employees who are members of the employers' organisation and the trade union, respectively;

(b) in an area bounded by and included in a radius of 20 kilometres of the General Post Office, Kimberley, in the Magisterial District of Kimberley.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—

(a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act of any conditions fixed thereunder;

(c) labour-only contractors, working partners and working directors, principals and contractors.

(3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—

(a) clerical employees and administrative staff;

(b) university students and graduates in building science and construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 5 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

**L. WESSELS,**  
Minister van Mannekrag.

### BYLAE

#### NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY

#### OOREENKOMS

ooreenkomsstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

#### Kimberley Master Builders' and Allied Trades Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

#### Amalgamated Union of Building Trade Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley,

tot wysiging van die ooreenkoms gepubliseer by Goewermentskennisgewing R. 2110 van 29 September 1989, soos gewysig, hernu en herbekragtig by Goewermentskennisgewings Nos. R. 1497 van 29 Junie 1990, R. 2551 van 2 November 1990, R. 3053 van 4 Januarie 1991, R. 3136 van 20 Desember 1991 en R. 2340 van 21 Augustus 1992.

### A. ADMINISTRATIEF EN ALGEMEEN

#### 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is;

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 20 kilometer vanaf die Hoofposkantoor, Kimberley, in die landdrostdistrik Kimberley.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(b) kwekelinge wat opgelei word ooreenkomsstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

(3) Ondanks subklousule (1) (a), is hierdie Ooreenkoms nie van toepassing nie op—

(a) klerke en administratiewe personeel;

(b) Universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

**G. FUNDS AND CONTROL THEREOF****2. CLAUSE 35: BUILDING INDUSTRY HOLIDAY FUND, KIMBERLEY**

(1) Substitute the following for subclause (5):

"(5) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of subclause (2) unless such stamps are affixed in a contribution book deposited with the employee."

(2) Substitute the following for subclause (11) (a) (b) and (c):

"(11) *Unclaimed leave pay*: Should an employee fail to claim his leave pay within a period of six months from the date on which the annual leave period commences, the leave pay due to such employee shall become forfeit and shall accrue to the Council's general and/or benefit funds. The Council, however, shall consider all claims for payment lodged after the expiration of the said period and may in its discretion authorise payment thereof."

**3. CLAUSE 36: BENEFIT FUND FOR ARTISANS**

(1) Insert the following new subclause (1) (b):

"(b) Employers may join the Artisans' Benefit Fund on a voluntary basis, by making the prescribed contributions."

(2) Substitute the following for subclauses (3) (a) (i):

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;"

(3) Substitute the following for subclause (3) (b) (i):

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;"

(4) Substitute the following for subclause (3) (c) (i):

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;"

(5) Substitute the following for subclause (3) (d) (i):

"(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;"

(6) Substitute the following for subclause (4) (a) (ii):

"(ii) a member who has received benefits for 45 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Benefit Fund for at least 26 weeks subsequent to the receipt of the benefits;"

(7) Delete subclause (4) (b) in its entirety.

(8) Substitute the following for subclause (4) (e) (iii):

"(iii) benefits shall not be payable for the first two hours of continuous suspension;"

(9) Substitute the following for subclause (4) (e) (iv):

"(iv) the claim for payment is signed by the employer and furnished to the Council within 14 days of the claim arising."

**G. FONDSE EN DIE BEHEER DAAROO****2. KLOUSULE 35: VAKANSIEFONDS VAN DIE BOUNYWERHEID, KIMBERLEY**

(1) Vervang subklousule (5) deur die volgende:

"(5) Die Raad is nie aanspreeklik nie vir betaling ten opsigte van seëls wat ooreenkomstig subklousule (2) aan werknemers uitgereik is, tensy sodanige seëls geplak is in 'n bydraeboek, wat deur die werknemer bewaar moet word."

(2) Vervang subklousule (11) (a) (b) en (c) deur die volgende:

"(11) *Onopgeëiste verlofbesoldiging*: Indien 'n werknemer versuim om sy verlofbesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop die jaarlikse verloftydperk 'n aanvang neem, verbeur hy die verlofbesoldiging aan hom verskuldig en val dit die algemene en/of bestandsfondse van die Raad toe. Die Raad moet egter oorweging skenk aan alle eise om betaling wat aan hom voorgelê word na verstryking van genoemde tydperk en kan na goeë dunde betaling daarvan magtig."

**3. KLOUSULE 36: BYSTANDSFONDS VIR AMBAGSMANNE**

(1) Voeg die volgende nuwe subklousule (1) (b) by:

"(b) Werkgewers kan hulle op 'n vrywillige basis by die Bystandsfonds vir Ambagsmanne aansluit deur die voorgeskrewe bydraes te maak."

(2) Vervang subklousule (3) (a) (i) deur die volgende:

"(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het, minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;"

(3) Vervang subklousule (3) (b) (i) deur die volgende:

"(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het, minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;"

(4) Vervang subklousule (3) (c) (i) deur die volgende:

"(i) gedurende die 20 maande onmiddellik voor die eis ontstaan het, minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;"

(5) Vervang subklousule (3) (d) (i) deur die volgende:

"(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het, minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;"

(6) Vervang subklousule (4) (a) (ii) deur die volgende:

"(ii) 'n lid wat bystand vir 45 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie, tensy bydraes namens hom vir minstens 26 weke tot die Fonds gedoen is na ontvangs van die bystand;"

(7) Skrap subklousule (4) (b) in sy geheel.

(8) Vervang subklousule (4) (e) (iii) deur die volgende:

"(iii) geen bystand vir die eerste twee uur van die diensopskorting op elke dag betaal word nie;"

(9) Vervang subklousule (4) (e) (iv) deur die volgende:

"(iv) die eis vir betaling deur die werkgewer onderteken is en binne 14 dae nadat die eis ontstaan het, by die Raad ingedien is."

(10) Substitute the following for subclause (6) (b):

"(b) If at any time the amount to the credit of the Benefit Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Benefit Fund exceeds R250 000."

(11) Delete subclause (6) (c).

#### 4. CLAUSE 37: BENEFIT FUND FOR NON-ARTISANS

(1) Substitute the following for subclause (4) (a):

"(a) he has made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 3 months;"

(2) Substitute the following for subclause (4) (b):

"(b) he has been unable to pursue his occupation due to sickness or accident for at least three days."

(3) Substitute the following for subclause (5) (a) (i):

"(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit shall accrue from the beginning of the sick leave;"

(4) Substitute the following for subclause (5) (a) (ii):

"(ii) a member who has received benefits for 36 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Fund for at least 26 weeks subsequent to the receipt of the benefits;"

(5) Delete subclause (5) (b) in its entirety.

(6) Substitute the following for subclause (5) (c) (i):

"(i) earned at least 26 stamps in the 20 months immediately before the date of his retirement, of which at least one stamp must have been earned in the 3 months immediately before his retirement; and"

(7) Substitute the following for subclause (5) (c) (iii):

"(iii) worked in the Building Industry, Kimberley, for at least five years."

(8) Delete subclause (5) (d) in its entirety.

(9) Substitute the following for subclause (5) (e) (iii):

"(iii) benefits shall not be payable for the first two hours of continuous suspension;"

(10) Substitute the following for subclause (5) (e) (iv):

"(iv) the claim for payment is signed by the employer and furnished to the Council within 14 days of the claim arising."

(11) Substitute the following for subclause (7) (b):

"(b) If at any time the amount to the credit of the Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Fund exceeds R250 000."

(12) Substitute the following for subclause (7) (c):

"(c) A certificate from any registered doctor or hospital shall be sufficient evidence of the illness of the member."

#### 5. CLAUSE 44: SUBSCRIPTIONS: KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Substitute the following for subclause (1):

"(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 75c per week in respect of each of his employees."

(10) Vervang subklousule (6) (b) deur die volgende:

"(b) As die bedrag in krediet van die Bystandsfonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Bystandsfonds meer as R250 000 is."

(11) Skrap subklousule (6) (c) in sy geheel.

#### 4. KLOUSULE 37: BYSTANDSFONDS VIR NIE-AMBAGSMANNE

(1) Vervang subklousule (4) (a) deur die volgende:

"(a) hy gedurende die 20 maande onmiddellik voordat die eis ontstaan het, minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 3 maande gemaak moet gewees het;"

(2) Vervang subklousule (4) (b) deur die volgende:

"(b) hy minstens drie dae nie in staat was om sy beroep weens siekte of ongeluk uit te oefen nie."

(3) Vervang subklousule (5) (a) (i) deur die volgende:

"(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop die bystand vanaf die aanvang van die siekteverlof;"

(4) Vervang subklousule (5) (a) (ii) deur die volgende:

"(ii) 'n lid wat bystand vir 36 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie, tensy bydraes namens hom vir minstens 26 weke tot die Fonds gedoen is na ontvangs van die bystand;"

(5) Skrap subklousule (5) (b) in sy geheel.

(6) Vervang subklousule (5) (c) (i) deur die volgende:

"(i) minstens 26 seëls in die 20 maande onmiddellik voor die datum van sy aftrede verdien het, waarvan minstens een seël in die 3 maande onmiddellik voor sy aftrede verdien moet gewees het; en"

(7) Vervang subklousule (5) (c) (iii) deur die volgende:

"(iii) minstens vyf jaar in die Bounywerheid, Kimberley, werksaam was."

(8) Skrap subklousule 5 (d) in sy geheel.

(9) Vervang subklousule (5) (e) (iii) deur die volgende:

"(iii) geen bystand vir die eerste twee uur van diensopskorting op elke dag betaal word nie;"

(10) Vervang subklousule (5) (e) (iv) deur die volgende:

"(iv) die eis vir betaling deur die werkgewer onderteken is en binne 14 dae nadat die eis ontstaan het, by die Raad ingedien is."

(11) Vervang subklousule (7) (b) deur die volgende:

"(b) As die bedrag in die krediet van die Fonds te eniger tyd benede R200 000 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Fonds meer as R250 000 is."

(12) Vervang subklousule (7) (c) deur die volgende:

"(c) 'n Sertifikaat van 'n geregistreerde geneesheer of die hospitaal is voldoende bewys dat die lid siek was."

#### 5. KLOUSULE 44: LEDEGELD: KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 'n bedrag van 75c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers."



**6. CLAUSE 46: MILITARY SERVICE FUND (KIMBERLEY)**

(1) Substitute the following for subclause (6) (a):

"(a) have made at least 26 contributions to the fund during the 12 months immediately prior to the date of his commencing military service, of which at least one must have been made during the last three months; and"

(2) Substitute the following for subclause (9):

"(9) If at any time the amount standing to the credit of the Military Fund falls below R10 000, payments shall be suspended and shall not be resumed until the amount to the credit of the Military Fund exceeds R12 000."

Signed at Kimberley, on behalf of the parties, this 5th day of August 1992.

**V. N. SMAILES,**

Chairman.

**A. R. HERMANUS,**

Vice-Chairman.

**P. R. SERFONTEIN,**

Secretary.

**6. KLOUSLE 46: MILITÊREDIENSFONDS (KIMBERLEY)**

(1) Vervang subklousule (6) (a) deur die volgende:

"(a) minstens 26 bydraes gemaak het gedurende die 12 maande onmiddellik voor die aanvangsdatum van sy militêre diens, waarvan minstens een bydrae gedurende die laaste drie maande voor die eis gemaak moet gewees het; en"

(2) Vervang subklousule (9) deur die volgende:

"(9) Indien die bedrag in die krediet van die Militêre Fonds te eniger tyd benede R10 000 daal, moet uitbataing opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Militêre Fonds op meer as R12 000 is."

Namens die partye op hede die 5de dag van Augustus 1992 te Kimberley onderteken.

**V. N. SMAILES,**

Voorsitter.

**A. R. HERMANUS,**

Ondervoorsitter.

**P. R. SERFONTEIN,**

Sekretaris.

No. R. 3387

24 December 1992

**MANPOWER TRAINING ACT, 1981****BUILDING INDUSTRIES TRAINING BOARD: DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP**

I, Leon Wessels, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

(a) designate in the Building Industry in the Republic of South Africa the trade "Bricklayer and Plasterer" as a trade in respect of which the Act shall apply;

(b) designate in the Building Industry the trade "Roofer" as a trade in respect of which the Act shall apply in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Bellville, Bredasdorp, Caledon, Calitzdorp, Ceres, East London, George, Goodwood, Hermanus, Hopefield, Humansdorp, Joubertina, Knysna, Kuils River, Ladismith, Malmesbury, Moorreesburg, Mossel Bay, Oudtshoorn, Paarl, Piketberg, Port Elizabeth, Queenstown, Riversdale, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Tulbagh, Uitenhage, Uniondale, Vredenburg, Wellington, Worcester and Wynberg;

(c) replace the list of trades that appears in paragraph 1 (a) of Government Notice No. R. 168 of 1 February 1991, as amended by Government Notice No. R. 2400 of 4 October 1991, by the following:

**TRADES**

1. Bricklayer (3);
2. Bricklayer and Plasterer (4);
3. Carpenter (8);
4. Joiner and Woodmachinist (7);
5. Painter and Decorator (6);
6. Plasterer and Tiler (5);

Cont →

No. R. 3387

24 Desember 1992

**WET OP MANNEKRAGOPLEIDING, 1981****OPLEIDINGSRAAD VIR DIE BOU-INDUSTRIE: AANWYSING VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES**

Ek, Leon Wessels, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

(a) wys in die Bounywerheid in die Republiek van Suid-Afrika die ambag "Messelaar en Pleisteraar" aan as 'n ambag waarop die bepalings van die Wet van toepassing is;

(b) wys in die Bounywerheid die ambag "Dakoprigter" aan as 'n ambag waarop die bepalings van die Wet in die landdrostdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calitzdorp, Ceres, Die Kaap, George, Goodwood, Hermanus, Hopefield, Humansdorp, Joubertina, Knysna, Kuilsrivier, Ladismith, Malmesbury, Moorreesburg, Mosselbaai, Oos-Londen, Oudtshoorn, Paarl, Piketberg, Port Elizabeth, Queenstown, Riversdal, Simonstad, Somerset-Wes, Stellenbosch, Strand, Tulbagh, Uitenhage, Uniondale, Vredenburg, Wellington, Worcester en Wynberg van toepassing is;

(c) vervang hierby, die lys van ambagte wat verskyn in paragraaf 1 (a) van Goewermentskennisgewing No. R. 168 van 1 Februarie 1991, soos gewysig deur Goewermentskennisgewing No. R. 2400 van 4 Oktober 1991, deur die volgende:

**AMBAGTE**

1. Dakoprigter (8);
2. Loodgieter (7);
3. Messelaar (1);
4. Messelaar en Pleisteraar (2);
5. Pleisteraar en Teëlleër (6);
6. Skilder en Versierder (5);



**6. CLAUSE 46: MILITARY SERVICE FUND (KIMBERLEY)**

(1) Substitute the following for subclause (6) (a):

"(a) have made at least 26 contributions to the fund during the 12 months immediately prior to the date of his commencing military service, of which at least one must have been made during the last three months; and"

(2) Substitute the following for subclause (9):

"(9) If at any time the amount standing to the credit of the Military Fund falls below R10 000, payments shall be suspended and shall not be resumed until the amount to the credit of the Military Fund exceeds R12 000."

Signed at Kimberley, on behalf of the parties, this 5th day of August 1992.

**V. N. SMAILES,**  
Chairman.

**A. R. HERMANUS,**  
Vice-Chairman.

**P. R. SERFONTEIN,**  
Secretary.

**6. KLOUSLE 46: MILITÊREDIENSFONDS (KIMBERLEY)**

(1) Vervang subklausule (6) (a) deur die volgende:

"(a) minstens 26 bydraes gemaak het gedurende die 12 maande onmiddellik voor die aanvangsdatum van sy militêre diens, waarvan minstens een bydrae gedurende die laaste drie maande voor die eis gemaak moet gewees het; en"

(2) Vervang subklausule (9) deur die volgende:

"(9) Indien die bedrag in die krediet van die Militêre Fonds te eniger tyd benede R10 000 daal, moet uitbetaling opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Militêre Fonds op meer as R12 000 is."

Namens die partye op hede die 5de dag van Augustus 1992 te Kimberley onderteken.

**V. N. SMAILES,**  
Voorsitter.

**A. R. HERMANUS,**  
Ondervoorsitter.

**P. R. SERFONTEIN,**  
Sekretaris.

No. R. 3387

24 December 1992

**MANPOWER TRAINING ACT, 1981****BUILDING INDUSTRIES TRAINING BOARD: DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP**

I, Leon Wessels, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

(a) designate in the Building Industry in the Republic of South Africa the trade "Bricklayer and Plasterer" as a trade in respect of which the Act shall apply;

(b) designate in the Building Industry the trade "Roofer" as a trade in respect of which the Act shall apply in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Bellville, Bredasdorp, Caledon, Calitzdorp, Ceres, East London, George, Goodwood, Hermanus, Hopefield, Humansdorp, Joubertina, Knysna, Kuils River, Ladismith, Malmesbury, Moorreesburg, Mossel Bay, Oudtshoorn, Paarl, Piketberg, Port Elizabeth, Queenstown, Riversdale, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Tulbagh, Uitenhage, Uniondale, Vredenburg, Wellington, Worcester and Wynberg;

(c) replace the list of trades that appears in paragraph 1 (a) of Government Notice No. R. 168 of 1 February 1991, as amended by Government Notice No. R. 2400 of 4 October 1991, by the following:

**TRADES**

1. Bricklayer (3);
2. Bricklayer and Plasterer (4);
3. Carpenter (8);
4. Joiner and Woodmachinist (7);
5. Painter and Decorator (6);
6. Plasterer and Tiler (5);

Cont →

No. R. 3387

24 Desember 1992

**WET OP MANNEKRAGOPLEIDING, 1981****OPLEIDINGSRAAD VIR DIE BOU-INDUSTRIE: AANWYSING VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES**

Ek, Leon Wessels, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

(a) wys in die Bounywerheid in die Republiek van Suid-Afrika die ambag "Messelaar en Pleisteraar" aan as 'n ambag waarop die bepalings van die Wet van toepassing is;

(b) wys in die Bounywerheid die ambag "Dakoprigter" aan as 'n ambag waarop die bepalings van die Wet in die landdrosdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calitzdorp, Ceres, Die Kaap, George, Goodwood, Hermanus, Hopefield, Humansdorp, Joubertina, Knysna, Kuilsrivier, Ladismith, Malmesbury, Moorreesburg, Mosselbaai, Oos-Londen, Oudtshoorn, Paarl, Piketberg, Port Elizabeth, Queenstown, Riversdal, Simonstad, Somerset-Wes, Stellenbosch, Strand, Tulbagh, Uitenhage, Uniondale, Vredenburg, Wellington, Worcester en Wynberg van toepassing is;

(c) vervang hierby, die lys van ambagte wat verskyn in paragraaf 1 (a) van Goewermentskennisgewing No. R. 168 van 1 Februarie 1991, soos gewysig deur Goewermentskennisgewing No. R. 2400 van 4 Oktober 1991, deur die volgende:

**AMBAGTE**

1. Dakoprigter (8);
2. Loodgieter (7);
3. Messelaar (1);
4. Messelaar en Pleisteraar (2);
5. Pleisteraar en Teëllêer (6);
6. Skilder en Versierder (5);

7. Plumber (2);  
 8. Roofer (1);  
 9. Shopfitter (9); and

(d) prescribe, with effect from the date of publication of this notice, the Conditions of Apprenticeship as set out in Government Notice No. R. 168 of 1 February 1991, as amended by Government Notice No. R. 2400 of 4 October 1991, as conditions of apprenticeship in respect of the trades "Bricklayer and Plasterer" and "Roofer".

**L. WESSELS,**  
 Minister of Manpower.

**No. R. 3388**

**24 December 1992**

**MANPOWER TRAINING ACT, 1981**

**EXEMPTION IN TERMS OF SECTION 47 (1):  
 EXTENSION OF PERIOD**

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 47 (2) of the Manpower Training Act, 1981, extend the period fixed in Government Notice No. R. 9 of 3 January 1992 in respect of the Motor Industry by a further period ending 30 April 1993.

**L. WESSELS,**  
 Minister of Manpower.

**No. R. 3389**

**24 December 1992**

**LABOUR RELATIONS ACT, 1956**

**FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: AMENDMENT OF PROVIDENT FUND AGREEMENT**

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**L. WESSELS,**  
 Minister of Manpower.

7. Skrynwerker en Houtmasjineerder (4);  
 8. Timmerman (3);  
 9. Winkeluitruster (9); en

(d) skryf hierby, met ingang van die datum van publikasie van hierdie kennisgewing die Leervoerwaardes soos uiteengesit in Goewermentskennisgewing No. R. 168 van 1 Februarie 1991, soos gewysig deur Goewermentskennisgewing No. R. 2400 van 4 Oktober 1991, voor as leervoerwaardes ten opsigte van die ambagte "Dakoprigter" en "Messeelaar en Pleisteraar".

**L. WESSELS,**  
 Minister van Mannekrag.

**No. R. 3388**

**24 Desember 1992**

**WET OP MANNEKRAGOPLEIDING, 1981**

**VRYSTELLING INGEVOLGE ARTIKEL 47 (1):  
 VERLENGING VAN TYDPERK**

Ek, Leon Wessels, Minister van Mannekrag, verleng hierby, kragtens artikel 47 (2) van die Wet op Mannekragopleiding, 1981, die tydperk soos vasgestel in Goewermentskennisgewing No. R. 9 van 3 Januarie 1992 ten opsigte van die Motornywerheid met 'n verdere tydperk wat op 30 April 1993 eindig.

**L. WESSELS,**  
 Minister van Mannekrag.

**No. R. 3389**

**24 Desember 1992**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**MEUBELNYWERHEID, WES-KAAPLAND: WYSIGING VAN VOORSORGFONDSOORENKOMS**

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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.

**L. WESSELS,**  
 Minister van Mannekrag.

# Far from home, with a log in the water tank

By Quentin Wilson

**A**NDRE du Plessis, a bricklayer from Somerset West, spends his weeks stranded in the middle of the Hottentots Holland mountain range near Worcester.

Cut off from his wife and son during the week, he is expected to live in a prefab hut off the national road for the next two and a half years.

He has no telephone and no transport. The nearest town of Rawsonville is an eight-kilometre walk away.

Du Plessis is one of 16 workers who are helping to build a double carriageway leading to Du Toit's Kloof. They are far from happy with their working conditions determined by the construction company, Savage and Lovemore.

In contrast, their white bosses work in relative luxury next door to a local hotel and are provided with company cars to get them to and from work each day.

While most of the total workforce of 130 live and commute from Worcester, an "Emergency Crew" of 16 builders are living on site during the week.

Home consists of four prefabricated cabins. Each measures about four metres by three and a half metres, and accommodates four people.

"The dust is unbearable here," complains Du Plessis, "Every night we have to pour water on the floor to try and make it a bit better."

Du Plessis and his colleagues say they are paid R400 every two weeks.

"The worst thing about this place is that we are completely cut off from everything. They take us back to our homes for weekends, but during the week, it is almost impossible to buy food or anything because none of us have any transport and the nearest town is such a

long way away," Du Plessis said. On their mini-township off the N1, there are two toilets, a primitive showering facility and a water tank.

"We are supposed to drink from the water tank, but our foreman sometimes washes his hands in it, cleans his fruit and for some reason he has put a log in the tank. It can't be healthy," Du Plessis said.

He finds it ironic that the company insists on environmental precautions, such as prohibiting workers from stubbing their cigarettes in the dust outside, while not taking similar care with the water tank.

"I don't think I can last much longer here. I have been here three weeks but it seems like a lifetime. I would do anything to find another job," Du Plessis said.

Management at Savage and Lovemore refused to comment on working conditions when approached by SOUTHERN.

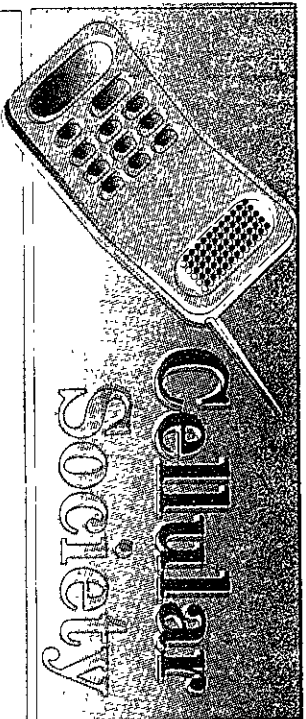
Meanwhile, Mr John Neels, chairperson of the South African National Civic Organisation (Sanco) in the Western Cape, has pledged to take up the cudgels on the workers' behalf.

"The real problem lies with the government," argues Neels. "They give away tenders for projects like these without insisting that workers get treated properly."

"We as Sanco will do everything we can to ensure that clauses relating to conditions of employment are attached to tender documents before they are given out."

"In the meantime though, these companies must be persuaded to change their ways. It is completely unacceptable," Neels said.

South 12/11/93 16/11/93



What will be the implications of South Africa's "switch on" to cellular telephones on April 1 next year? How is the new industry shaping up?

Reports: **RON SCHURINK**  
Advertising: **NIKI HART**

AStar, Argus, Daily News, Pretoria News and Sowetan survey

## Opportunity for black investors

Both Vodacom and MTN have offered special involvement for blacks in structures and in service provision.

Three of Vodacom's seven already announced service providers — Afritel, Telephone Trust Corporation and Cellular Service Providers — have strong black shareholdings.

MTN says it has diversified its shareholding by involving Corporate Africa, Fabcos (Foundation for African Business and Consumer Services) and Transnet through its division Transstel. Corporate Africa and Fabcos will provide black investors with

the opportunity to buy shares in South Africa's telecommunications industry for the first time.

Chief operating officer John Craeggs adds: "Our market research programme covered all communities in South Africa. We have built up an extensive database on local lifestyles which allows us to predict accurately South African customers' needs."

"In addition, we commissioned pioneering market research into the telecommunications needs of the black community."

Craeggs says that while an expected price of around R2 000 for a cellular phone will bring

mobile telephony to millions, the price will still be too high for those in disadvantaged areas.

"Our market research showed the access to a phone was a major priority of the disadvantaged areas, and we shall respond to this by deploying thousands of community payphones."

Vodacom has announced that, after taking part in an open competitive tendering procedure, it has been awarded the licence to build a GSM cellular network in Bophuthatswana.

Switch-on will be on June 1, when the Sun City, Mmabatho and Moretele regions — in

which about a quarter of the territory's population live — will be covered. "Three months later Thaba Nchu and Mabopane will receive service, followed by Garankua and Taung."

The announcement says "all the GSM features will be available on the network. These include free emergency calls by simply dialing 112; the short message service using the cellular phone as a pager; top voice quality and clarity; confidentiality of calls; itemised bills; and voice mail."

Call rates are expected to be similar to Vodacom's.

# Preparing to join the cellular family

*The big switch-on will go off smoothly, SA is assured*

South Africans can be sure that the Great Cellular Switch-on on April 1, just weeks before another great date in our history, will happen as planned.

It's a date on which South Africa will look far from foolish as it joins many other countries in a new phase of modernity.

Things are humming:

At the two network operators, Vodacom and MTN. The former has begun erecting transmission towers and chief executive Alan Knott-Craig says 400 will be up by April 1; MTN is mapping "cells" to determine tower sites and new chief operating officer John Craeggs is settling in.

Between the networks and Telkom, which must tell them

before mid-December what its "interconnect" fee will be. That will enable the networks to finalise rates for "wholesale" time taken up by their service providers — the real interface with the public.

At service providers, as they prepare systems to serve — and bill — business and individual users of cellular telephony. The coming "new game in town" is already testing the imagination of service providers' advertising agencies. All this applies not only to the seven announced providers to Vodacom — Teljoy, Radispor, Afritel, Antelope, Cell-talk, Cellular Service Providers and Telephone Trust Corporation — but also some whose

links to MTN will be announced towards the end of this month. Black enterprises are well represented. Membership of the SA Cellular Service Providers Association has climbed to 13.

At companies representing international suppliers of cellular phones as they rival one another for the business of the service providers. At least one has promised handsets at "well below R2 000".

Between phone suppliers — banded together in the new Cellular Telephone Manufacturers' Association & Importers' Association (CTMA) and the Board of Tariffs & Trade over the 15 percent duty at present imposed.

To ensure a fair and equal "kick-off", each of the networks has been restricted, by Postmaster-General Ters Goshuizen, to 10 000 subscribers up to June 1.

After that, it's a case of "open sesame...."

A general consensus says the new telephony will mean tens of thousands of homes and businesses will get phones — or have convenient use of them — far more quickly than would otherwise have been the case.

And it will mean that people already connected will find their "communication lifestyle" changing considerably, as they are able to "reach" and "be reached" away from fixed phones and their cars.

P937

PUBLIC SECTOR -  
TELECOMMUNICATIONS  
GENERAL

The Argus, Wednesday November 24 1993

29-  
33

REC 24/11/93

## Those royal calls could have been kept private

Prince Charles, Princess Diana and Charles's friend Camilla Parker Bowles must all wish that digital cellular phones had arrived earlier.

Had they been using the type which will be standard in South Africa from the beginning, instead of the analogue variety, certain famous conversations would never have become public knowledge...




The British monthly MTN (Mobile Telecommunications News) points out in an editorial that "conversations on analogue cel-

lular can be easily intercepted, although it is more difficult if the cellular transceiver is moving through an area where the density of cells is high. This increases the number of frequency shifts necessary to maintain the call as it is handed-off from cell to cell.

"Digital technology such as GSM (the system to be used in South Africa) and MCN will bring back the privacy of mobile calls — until someone produces a digital scanner that breaks into the encryption algorithm."

# THE WORLD OF DIGITAL CELLULAR SYSTEM STANDARDS



 GSM signatories  
 TDMA  
 Japan Digital

Nokia Mobile Phones Ltd. 33211-13

**NOKIA**  
MOBILE PHONES

## Supreme Court action over duty?

The customs duty to which cellular phones are liable — not by South Africa's rules but those of the Customs Cooperation Council (CCC) in Brussels — may result in an action in the Supreme Court. Importers are mightily upset by the fact that it is 15 percent, whereas cordless phones attract only 5 percent — with a Department of Finance surcharge of 5 percent in both cases.

"Classification of goods is very much an international affair run by the CCC," says Customs & Excise deputy commissioner Izak Coetzee. "We are bound in South Africa by law to follow its rulings, as this country is a signatory of the convention which set up the Council.

"So far the decision has been that a cordless telephone consist-

ing of a handpiece and a base connected by line to the central telephone system is a telephone set, whereas the cellular phone is a radio frequency device."

He elaborates that goods are classified without any reference to tariffs, which are the business of the Board of Tariffs & Trade (BTT). "Bodies such as BTT are universally allowed to introduce separate provisions if they so wish."

### Strange

And last week the BTT received an application from the Cellular Telephone Manufacturers' & Importers' Association (CTMIA) over the seemingly strange anomaly. This was confirmed by CTMIA's

chairman, Bryan Irwin, Siemens' marketing manager for GSM (Global System Mobile).

Coetzee says that if the classification remains the same and the Board does not recommend adjustment of the rates of duty, further recourse — again under international rules — is to the Supreme Court.

CTMIA's vice-chairman, Derek Morris of Panasonic Business Systems, says the authorities have to be careful that VAT is not lost because people are able to buy cellular phones more cheaply overseas.

"The universality of GSM, adopted by South Africa, means the same handsets are available — and useable — in all countries using the system."

# Union urges members not to vote in April

Sowetan 6/12/93

By Mokgadi Pela

THE Black Allied Mining and Construction Workers' Union decided yesterday not to take part in next year's April 27 elections.

The union said the elections fell short of empowering black workers and delivering liberation. (33)

The congress was attended by about 1 500 workers.

The union committed itself and the Azanian People's Organisation to politically educating its 50 000 members.

Bamcwu also resolved to demand repayment of unlawfully deducted income tax which was often high and inconsistent.

On Saturday, Bamcwu president Mr Paulos Mosae, called on Azapo to initiate a conference of the left.

"Such a conference should deal with only two issues — socialism and the establishment of a Socialist Workers Republic of Azania," he said to thunderous applause.

CONSTRUCTION - LABOUR

1994 - 1995



# Black builders seeking more muscle

Business Staff (33) APR 12/2/94  
THE construction industry needs to identify and train black entrepreneurs who in turn would provide impetus for employing construction workers, says Douglas Setuke, general secretary of the National Black Contractors and Allied Trades' Forum (Nabcat).

The head of Nabcat, which was formed from 17 associations representing black builders and small contractors, said: "Until the status quo in the construction industry is challenged through the development of black entrepreneurs, there can be no redressing of imbalances in the industry."

He was responding to an agreement reached by organised labour and the National Committee

for Labour Intensive Construction which resulted in the Framework Agreement for Public Works Projects using labour-intensive construction systems.

"The focus of the agreement revolves around the reintroduction of a higher labour component into an industry which has increasingly mechanised its operations," said Mr Setuke.

"If this is not done, the end result will carry additional expenditure which, in turn, will be rejected by potential customers.

"As it stands, the agreement fails to address the issue of restructuring the industry to accommodate the small entrepreneur from the disadvantaged sector of the community, especially

in respect of finance.

"If a small contractor wins a contract for R1,2 million, the first thing he has to provide is 10 percent surety. Presuming he can raise this, he next has to find working capital. However, he comes from a background in which access to such facilities is not available.

"The emerging entrepreneur must compete on an equal basis with existing companies otherwise they will remain part of the informal sector for years to come."

Mr Setuke said Nabcat was working on a national directory of black contractors to make their services widely known and accessible.

# Construction industry sheds 60 000 jobs

8 Day 19/4/94

ROBYN CHALMERS

EMPLOYMENT in the construction industry fell by more than an eighth, or 60 000 jobs, in the past eight years as companies battled to survive the lengthy recession in the sector.

A Bureau for Economic Research survey said the industry had, by mid-1993, shed more than 52 000 of the 410 458 people employed in 1985. Industry sources estimated that a further 8 000 jobs had been lost over the past nine months.

The survey found that the number of building plans passed last year fell 15%, indicating the "recession in the building industry is by no means over (33)

Apart from investment in non-residential buildings, which increased during the second half of last year, the only sector which expanded was flats and townhouses.

"We suspect violence and crime played a major role in this. Consumers appear to be looking for safety features, usually offered by such complexes," it said.

However, the survey said,

the decline in building plans passed for dwelling houses was bottoming out and could turn positive in the near future. Factors playing a role in this trend included improvements in real disposable income and reductions in the bond rate.

Central Statistical Service figures showed the number of building starts in the residential sector had dropped an average 2.7% in 1993 over 1992, while those in the non-residential sector had plummeted by almost a third.

"These two facts suggest that building activity will remain sluggish during at least the first half of 1994," said the survey.

But the number of houses started during the second half of 1993 was greater than the number during the first half and it was clear that the decline in the non-residential market was bottoming out.

The survey said this meant that fixed investment in buildings this year would decline, but at a slower tempo.

## Only half the jobs of five years ago

**TOM HOOD**

(33) AUG 21/5/94

EMPLOYMENT in the building industry is down to half what it was five years ago, says Ovcon's managing director Jan Kaminski.

This would present vast problems when the government's promised housing drive got under way, at the same time as the Cape built infrastructure for the Olympic Games, he said in an interview.

Almost no training was done during the depression and few artisans who left would return, which meant many companies would have to manage with semi-skilled workers.

Ovcon had maintained its core labour force in expectation of an upturn, though this had meant almost a doubling up on jobs and people taking extended holidays.

Economic houses would have to be designed so they might be constructed simply.

Construction companies could make vast profits, for they could handle between 30 and 40 per cent more work with the same overheads as now and under-used plant.

Contractors were wary about taking on large contracts at today's low margins and feared they could land in trouble when the upturn — if not boom — came.

Any work that came now would be at higher prices because the price of materials was expected to rise and with more work, productivity would drop.

# Building jobs down 50% in 5 years

Star 23/5/94

■ BY TOM HOOD

Cape Town — Employment in the building industry is down to half what it was five years ago, says Ovcon managing director Jan Kaminski.

This would present vast problems when the Government's promised housing drive got under way at about the same time as the Cape-built infrastructure for the Olympic Games, he said in an interview.

Almost no training had been done during the recession.

Few of the artisans who left would return, which meant many companies would have to manage with only semi-skilled workers at best.

Ovcon had maintained its core labour force in expectation of an upturn, though this had meant almost a doubling up on jobs and encouraging people to take extended holidays.

Economic houses would have to be designed in such a way that they could be constructed as simply as possible.

Construction companies would be able to make vast

profits, for they would handle between 30 to 40 percent more work with the same overheads as now and with under-used plant.

(33)  
Contractors were wary about taking on large contracts at today's low margins and feared they could land in trouble when the upturn — if not boom — came.

Any work that came now would be at higher prices because the price of materials was expected to rise and, with more work, productivity would drop.

# Job boom predicted in building industry

Biday 15/6/94

ROBYN CHALMERS

MORE than 750 000 new jobs will be created in the building industry by the turn of the century as a result of government's housing and infrastructural initiatives, according to industry statistics released at the weekend.

This follows an eight-year recessionary period — characterised as the worst downturn since the Second World War — during which an estimated 100 000 jobs were lost in the building and construction industry alone.

Housing Minister Joe Slovo believes more than 50 000 low-cost homes can be built this year, rising by 1998 to the required 325 000 level needed to house SA's growing population, and making inroads into the huge backlog.

Building Industries' Federation of SA (Bifsa) executive director Ian Robinson said the spin-off for the building and construction industry would be immense, but significant resources needed to be committed to training in order to meet the increased demand.

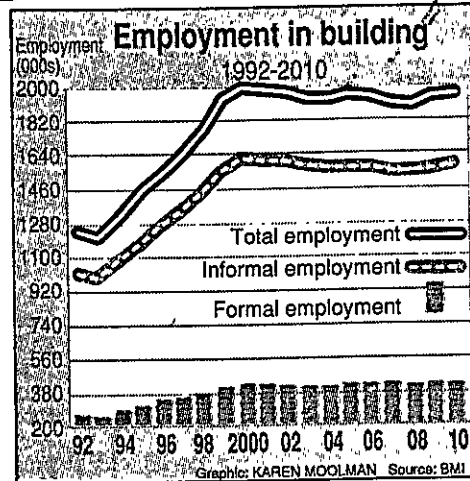
In terms of this, Slovo has committed more than R200m annually to training in the industry, significantly up on the R20m which Bifsa has been spending each year.

BMI Building Research Strategy consulting unit MD Llewellyn Lewis conducted a survey on the composition of the average on-site workforce to determine SA's training needs.

According to respondents surveyed, about 30% of the workforce on a typical building site was made up of skilled workers, 25% semi-skilled, 37% generally unskilled and 8% supervisory staff and foremen.

This meant that between 35 000 and 40 000 of the 750 000 new entrants into the building industry over the next six years would have to be trained annually as artisans. The best achievement of the building industry in this regard was to train about 7 000 artisans a year.

There is no doubt that if the building industry returns to the activity levels of 1984 within



four years, all the available skills will be required and there will be work enough for all the different sectors of the building fraternity.

Surveys show the black building contractors are willing to establish joint ventures and partnerships, are willing to train their own employees and are confident that the targets of the regional development programme can be achieved," Lewis said.

Robinson said the construction industry was encouraged by government's commitment to draw business into the process of governing. The newly formed Council for Construction in SA had set up a task force to lobby government on behalf of a united construction industry.

Robinson said the task group had identified the "speedy delivery of mass housing" as the primary goal of the industry in which projects providing 1 000 units or more at a time had to be catered for.

However, this once again highlights the urgent need to restock the skills pool and to boost production of essential building materials. A comprehensive audit of the training and resource requirement is currently being conducted by Bifsa in conjunction with the National Housing Forum."

## Basil Read issues strike ultimatum

ERICA JANKOWITZ

BASIL Read management last week issued an ultimatum to about 220 striking Construction and Allied Workers' Union members in terms of which they face dismissal if they do not report for work tomorrow having unconditionally accepted the company's wage offer. *BIDay*

MD Chris Jarvis said workers were locked out on June 24 after "months of negotiations" interspersed by unprocedural industrial action. *11/7/94*

Cawu said it had applied for a court order declaring the lock-out illegal "as no prior notice was given".

The company's current final wage offer is 8,5% with 5% backdated to

March 1 and the balance payable from February 1. The conditional 9% increase offer rejected by the union was withdrawn when workers failed to report for duty.

Cawu declared a dispute with its demand of 14% and had failed to move during meetings. *(33)*

Meanwhile, Cawu and Cape Lime settled on wages and the strike at the company's Port Elizabeth, Durban and Benoni plants which began on June 27 would end today, Cawu general secretary Matthews Oliphant announced. *(152)*

(33) (100)  
ARG B 1/7/94  
**Building  
workers in  
wage protest**

**Staff Reporter**

**MORE** than 1 000 building workers from six trade unions gathered today at the Building Industrial Council (BIC) offices on the Foreshore to demand wage increases.

The noisy crowd handed their list of demands to the Master Builders Association.

The unions are the Amalgamated Society of Woodworkers, Amalgamated Union of Building Trade Workers, Building Workers Union, Construction and Allied Workers Union, South African Operative Masons Society and South African Woodworkers Union.

# Builders to discuss wage demands

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33  
AUG 14 1994  
Staff Reporter

BUILDING workers' representatives will meet the Master Builders Association today to discuss wage and other demands following a city centre protest by more than 1 000 workers.

During yesterday's demonstration workers from six unions converged on the Building Industrial Council (BIC) offices on the Foreshore to hand over a list of demands to the Master Builders Association (MBA).

Protesters toyi-toyied, shouted slogans and displayed posters which read "Viva the worker's struggle" and a picture of a skeleton with the words "Still waiting for an increase".

"We are sick of waiting. This has been going on since Monday and we are tired," said worker Johnny Johnson.

"We are always told they would come back to us. Well, they never do and now we are taking mass action and we will keep it up until they give us some answers to our demands," he said.

"All we are asking for are our rights," Mr Johnson said.

His views were echoed by William Gaji who said workers had travelled to the CIB offices to get answers immediately.

Rodney Damons of the Building Workers Union said workers were also upset about the use of unskilled people for skilled work and the importation by certain employers of skilled workers for supervisory jobs.

President of the MBA Barry van Breda assured workers their demands would be looked at very carefully.

"We will be having a meeting with your representatives. I regard this meeting as a very serious event. Rest assured we will look at your demands," he said.

The entrance to the building was locked when workers tried to force their way through.



# First strike in 70 years for builders

Southern 1877 - 1917/194

By Gavin Montgomery

THE BUILDING industry in the Western Cape ground to a halt on Monday as angry workers protested against unfair labour practices and low wages in the industry.

In the first strike since 1924 more than 400 people from all six builders' unions gathered outside the Building Industrial Councils (BIC) offices on the foreshore to deliver their demands.

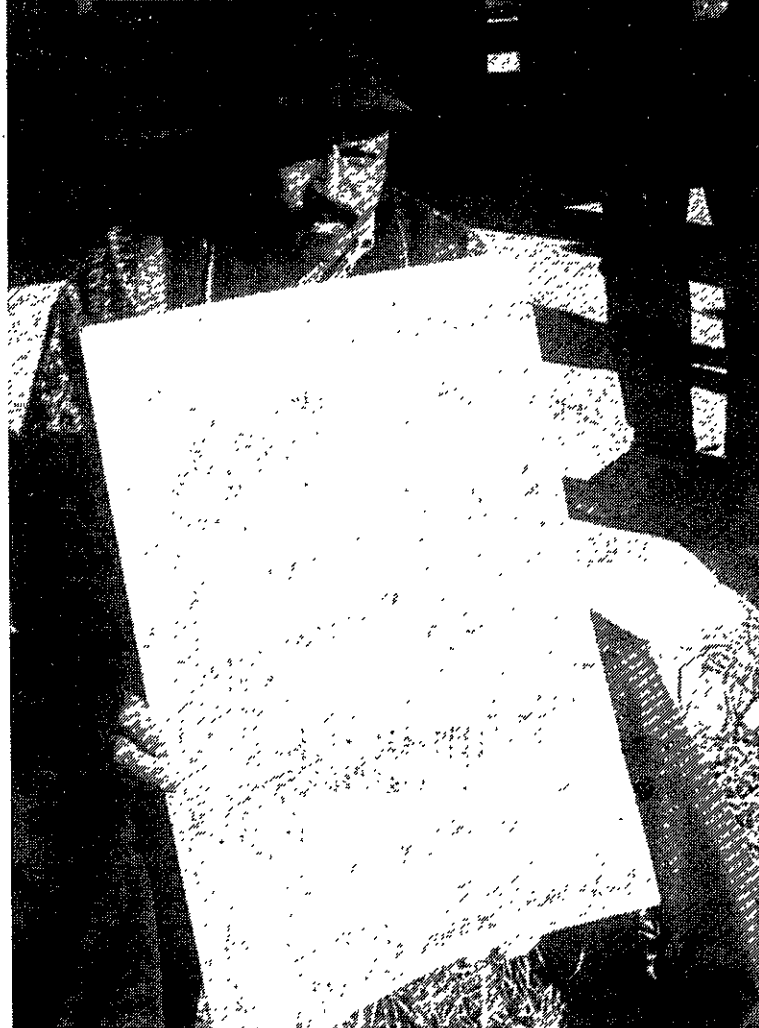
Included in the 16 demands tabled by the unions were a basic minimum wage of R30 an hour for artisans, an investigation of the councils pension fund, a review of the BIC's constitution and an end to "piece work", "task work" and "labour only" work.

According to builders, however, contractors simply avoid the legislation by hiring sub-contractors, who are then responsible for worker benefits, at a fixed price for the job.

The sub-contractor is then forced to hire cheap and unskilled labour and use sub-standard materials to make a profit.

Workers claim that this is precisely what happened in Delft and Blue Downs property developments where badly built houses were damaged during the recent storms.

The BIC was established to negotiate between workers and employees and introduced a great deal of legislation into the industry including a minimum wage, medical aid and pension benefits.



**ON STRIKE: Poor salaries and unfair labour practices in the building industry have led to a downing of tools in the industry — the first since 1924**

One union member said that employers victimised workers by ignoring labour legislation, manip-

ulating work hours to avoid paying benefits and threatening workers with dismissal and unemployment.

(33) ~~(152)~~

## Building workers protest on Foreshore

Staff Reporter

(33) ARG 15/7/94

IN a second show of strength this week, about 1 000 workers demonstrated outside the offices of the Building Industrial Council for the Western Province on the Foreshore today.

They are among 2 000 workers from six trade unions who are striking illegally.

Before arriving in the city centre, the workers were warned by police to leave the Norwich Life construction site in Claremont as they were trespassing.

Hundreds of workers carrying sticks and branches arrived at Claremont station about 9.15am and marched along Main Road to the building site "to fetch builders to join us (for the Foreshore demonstration)".

The workers are demanding wages of R30 a day for artisans, R25 a day for general workers, a 13th cheque and pay for rainy days.

Master Builders Association president Barry van Breda predicted yesterday the illegal action would stop soon.

The unions are the Amalgamated Society of Woodworkers, the Amalgamated Union of Building Trade Workers, the Building Workers Union, Construction and Allied Workers Union, South African Operative Masons Society and the South African Woodworkers Union.

# Builders' strike suspended

**DAVID YUTAR  
and PIETER MALAN**  
Weekend Argus Reporters

THE five-day strike by six construction-worker unions was suspended and the unions called on their members to return to work on Monday.

Union spokesman Luthile Mqhele said the strike was suspended to allow wage negotiations to take place.

Workers are demanding a minimum wage of R30 an hour for artisans, R25 a day for general workers, an annual bonus, medical aid and pension benefits.

Earlier yesterday, a Congress of South African Trade Union spokesman told a large crowd of demonstrators outside the offices of the Building Industrial Council on the Foreshore that they had no option but to return to work temporarily.

The gathering went ahead in spite of an agreement earlier

this week to suspend the illegal strike action.

Mr Mqhele said a negotiating control was established with two representatives from each company to address the unions' demands.

The question for a single building-industry labour union also would be addressed.

Earlier yesterday, police maintained a heavy presence as about 2 000 building workers demonstrated outside the Foreshore offices.

The workers, representing six construction-worker unions loyal-toyed and sang freedom songs in front of a police razor-wire cordon around the building.

Earlier this week, representatives of the unions reached an agreement with the Master Builders Association (MBA) that illegal strike action would cease, enabling negotiations on substantive demands to take place.

A memorandum circulated to workers noted their "concern" over the denial of basic

rights. These included the right "to earn a decent living".

Other demands were severance pay for retrenched workers, pay for "time lost through inclement weather" and a review of the Building Industrial Council's constitution.

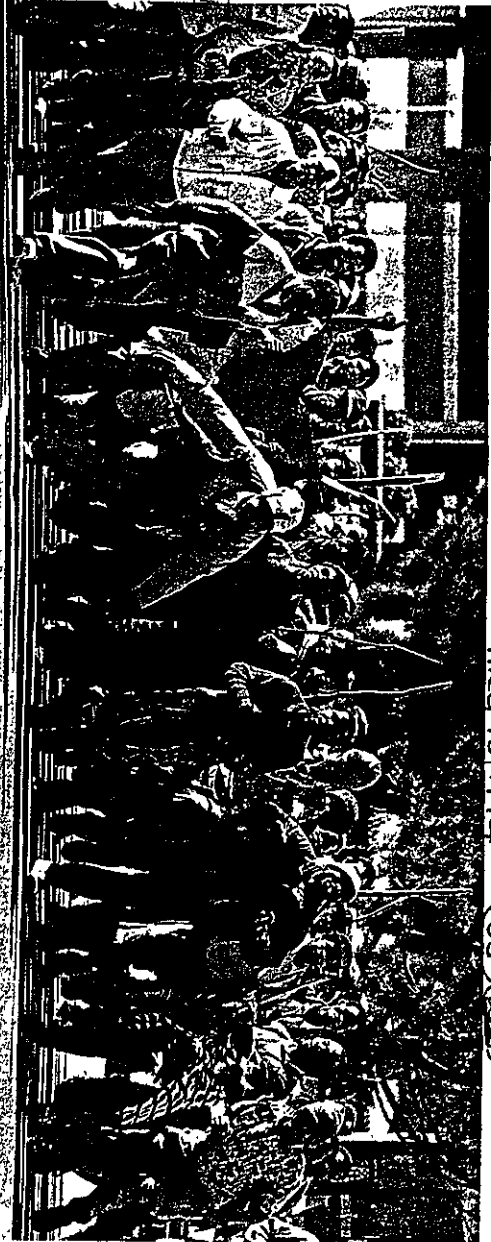
The workers also demanded that no action be taken against strikers.

MBA assistant director Donald Cosgrove said the latest strike action ran "contrary to the agreement" reached earlier in the week.

The unions affected were the Building Workers Union, the Amalgamated Society of Woodworkers, the Amalgamated Union of Building Trade Workers, the Construction and Allied Workers Union, the South African Operative Masons Society and the Woodworkers' Union.

After they were addressed, workers dispersed peacefully.

Earlier yesterday, police warned building industry workers to leave the Norwich Life construction site in Claremont because they were trespassing.



WORKERS DEMONSTRATE: A crowd of about 2 000 construction workers demonstrates outside the offices of the Building Industrial Council for the Western Provinces on the Foreshore.

Pictures: LEON MILLER, Weekend Argus



LIVING WAGE: One of the posters left behind by demonstrating workers.

# Back-to-work call to wildcat strikers

By CHARL DE VILLIERS

TWO trade unions yesterday appealed to thousands of Western Cape construction workers to end a five-day wildcat strike and go back to work tomorrow so that stymied wage talks could continue. *SITimes*

The call by the Construction and Allied Workers Union and SA Woodworkers Union followed an attack on Friday in which five non-strikers were allegedly hurt at a Cape Town building site. *(C. M. M. 194)*

Cawu Western Cape secretary Lulamile Mqileka said the decision to suspend the "spontaneous" action had been taken by a 100-member negotiating council representing workers and six unions on Friday night.

"We want to make an appeal to all construction workers to report for work on Monday morning. We want to continue with negotiations as normal, and follow the right procedures," he said. *17/7/94*

The mass walkout began last Monday and stopped production at Peninsula building sites for five days. SA Woodworkers Union general-secretary Mr Eddie Kapp said. Affected companies included construction giants like Murray and Roberts, Julius Cohen, Stocks and Stocks, LTA and Ovcon. *(33) 194*

A Supreme Court interdict against the strike was served on six trade unions and several individuals on Thursday.

"While it is a trade union's duty to support all grievances of workers, we obviously do not accept intimidation," Mr Mqileka said.

The assaults reportedly took place after about 60 strikers broke away from a march to the Building Industry Industrial Council offices at the Thomas Pattullo Building on the Foreshore.

Speaking at a press conference, Mr Mqileka and Mr Kapp said the unions wanted to resume annual pay talks with the Master Builders Association and Small Builders Association on Tuesday. — Sapa

# Plea for end to city strike

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Staff Reporter

CT 18/7/94

THOUSANDS of striking construction workers are being asked to return to work today and end a five-day wildcat strike that saw workers on a city construction site being attacked on Friday.

Mr Rodney Damon, director of the Building Workers' Union, said yesterday the appeal was from all six trade unions representing the majority of construction workers.

This included the BWU, the Amalgamated Society of Woodworkers, Amalgamated Union of Building Trade Workers, the SA Operative Masons' Society, the Construction And Allied Workers' Union and the SA Woodworkers' Union.

Mr Damon said the decision to suspend action was taken by all six unions at a meeting on Friday, following an attack in which five non-strikers were hurt at a city centre building site.

The mass walkout began on Monday and stopped production at Peninsula building sites for five days. A Supreme Court interdict against the strike was served on six trade unions and several individuals on Thursday.

## Basil Read fires workers

ERICA JANKOWITZ

ABOUT 190 Construction and Allied Workers' Union members who failed to return to work and accept Basil Read's wage offer were dismissed yesterday, Caw general secretary Matthews Oliphant said.

Management locked out workers when it became obvious that they would embark on a legal wage strike following a strike ballot, he said. However, no warning of this action was given to workers or the union.

After two weeks, the company told workers to return to work by yesterday and agree to the company's 8.5% wage offer or face dismissal.

The union, demanding a 14% pay rise, declared a dispute. 13/7/94

Basil Read MD Chris Jarvis said shop stewards failed to arrive for a scheduled meeting on Monday.

No response to the company's ultimatum had been received from workers.

(33) (12)

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## Building strike pauses

ERICA JANKOWITZ

SEVEN thousand workers in the Western Cape building industry were expected to suspend their strike yesterday in preparation for a negotiating council workshop scheduled for this weekend.

However, patchy attendance was reported as the trade unions involved were unable to inform all workers of the decision.

Companies reported the building industry in the area ground to a halt last week as a result of the industrial action.

The dispute was sparked by workers' unhappiness with the progress of wage negotiations and proposed restructuring of the industrial council.

Representatives of the unions met the Master Builders' Association at the weekend to work out a plan of action.

The strike, which began on Monday, was called by six unions, including the Construction and Allied Workers' Union and SA Operative Masons' Union.

It was resolved with the parties agreeing to establish the negotiating council, consisting of worker and management members.

Monday 19/7/94

(33) (33) (33)



# Civil engineers report recovery

B/Day 21/7/94

ROBYN CHALMERS

THE civil engineering sector's recovery is powering ahead with turnover forecast to rise almost a quarter this year over last, but economists warn that capacity constraints could hinder growth.

SA Federation of Civil Engineering Contractors economist Henk Langenhoven said yesterday the industry's turnaround had been confirmed with growth in employment, wages and contract awards since January.

However, there was concern about "very rapid gains in almost all indicators". The short-term growth suggested "capacity constraints arising at this early stage", he said.

"A slackening of the pace could be evident during the second half of 1995, with a resumption of high growth thereafter."

The industry would struggle to meet the demands placed on it, given the sharp drop in employment figures to 53 200 in 1993 from 93 500 in 1989 and the fact that many organisations had ageing and inappropriate plant.

There was a strong trend towards the building of cement roads during the 1980s and the sector geared up for this, but the reconstruction and development programme dictated that labour-intensive methods would be needed with future road contracts.

"On the other hand, we are concerned about the longer-term sustainability of growth as a result of the poor state of government finances and movements of capital in and out of the country," Langenhoven said.

The civil engineering industry had benefited from large investment projects by the private sector in the early phases of the current economic activity. These projects would reach their peak by the end of the year.

Langenhoven said delayed announcements on toll road developments had caused uncertainty. And the general feeling was that the RDP would have minimal effect in the short term — increasing turnover by between 2% and 4% in rand terms over the next two years.

Plant prices were expected to rise 11% this year and 12,5% next year.

Material prices should move in line with producer price increases of 6,3% and 9,3% respectively this year and next year. (52) (33)

Wilson Bayly Holmes executive chairman Brian Holmes said the work would change from massive capital intensive projects to the provision of infrastructure.

"We are starting to see major road contracts coming through which will sustain the industry for the next 12 to 18 months, but there is uncertainty about what will happen thereafter."

Holmes said the biggest single obstacle to the growth of the industry was the lack of qualified technicians and engineers. It was vital to improve the skills level and there was a possibility that highly skilled people would have to be imported in the short term.



# SA building industry decline slows

BIDAY 21/7/94

EDWARD WEST

CAPE TOWN — Business activity for architects, quantity surveyors and builders continued to fall by the end of the second quarter — albeit at a slower pace, according to a Bureau of Economic Research (BER) survey released yesterday.

But all three sectors expected conditions to improve considerably in the third quarter. The BER survey was conducted over the period June 1 to 24, 1994.

Architects reported continuing retrenchments. A smaller number of contracts were awarded in the second quarter — much poorer than expected in the previous BER survey — but the number and value of projects at sketch-plan stage increased, a good indicator of future changes in building activity.

Quantity surveyors' business confidence was virtually unchanged at the end of the second quarter against the first. Surveyors expanded work-

forces, but fewer contracts were awarded in the second quarter relative to a year ago.

However, in the second quarter the number and value of projects at sketch-plan stage were higher than expected in the first quarter survey. The number of projects at bills of quantity stage fell relative to a year ago, but overall, quantity surveyors believed business would improve.

Contractors and subcontractors said the value of work on hand was lower, but the tempo of deterioration was slowing. They expected a much improved third quarter and tendering competition was decreasing, indicating a pickup in activity, which could lead to higher building costs.

Building costs had increased considerably in the second quarter, with rising prices likely to hamper the implementation of the RDP. Building

activity was hampered mainly by demand and finance related matters.

The BER said at this stage of the building cycle there was no apparent shortage of skilled labour. Of the building contractor respondents, 55% had not experienced a shortage of artisans, while only 15% reported serious shortages. (32)

Inadequate supplies of raw materials could be a serious constraint if demand picked up. (33)

Adequate finance facilities were another potential constraint to building activity, although this was not yet affecting production significantly, with only 14% of respondents regarding it as a "serious" problem.

The cost of financing was more of a problem, with 26% of contractors seriously affected. But insufficient demand for building was still the most serious constraint on building activity, with 53% of contractors' operations seriously affected.



## Building jobs

BY SABATA NGCAI

UNEMPLOYED women are earning money and learning some building skills at a housing project in Tafelsig. *Southeaster (suppl to South)*

The women are employed by a bricklaying sub-contractor to put the finishing touches to completed work.

Their work is called "bagging" — making sure the bricks are neatly separated from each other. *2217 - 2617 194*

They also close any small gaps left between the bricks. They use building instruments and cement to do the work.

The women, most of them from Green Point squatter camp in Khayelitsha, said they were happy to be employed.

"I am working because my husband is unemployed," Mrs Victoria Nyawula said.

Mrs Nyawula earns R150 a fortnight. *(33)*

"Although the money is not enough, it does help," she said.

Mrs Gladys Takayi said she was glad to be employed because "my children can now have something to eat".

MASTERCARD

# Labour action threat to capex projects

CAPITAL expenditure projects and consequently an upturn in the building and construction industry could be further delayed by the widespread labour unrest and strikes which were undermining business confidence. Ovcon's top executives have warned.

In interviews ahead of the company's AGM yesterday, chairman Andrew Owenstone and MD Jan Kaminski said renewed optimism in the country following the general election had not yet re-

sulted in any signs of improvement in the level of new contracts being awarded and the industry remained in the doldrums.

Last week's work stoppage in the construction and building industry in the Western Cape coupled with labour unrest in other sectors was a blow to business confidence, they said.

"What South Africa needs now more than anything in order to encourage investment both do-

mestic and foreign, is a couple of months of stability and for the government to indicate how it intends to manage the economy."

Kaminski said that conditions in the industry, which was sitting on a knife's edge over the unknown labour problems, remained extremely tough.

"At present our building division does not have a single tender. While Ovcon had acquired a few new contracts in the past

three months totalling around R50m including a R32m refurbishment contract for the Reserve Bank, these contracts "were far from profitable" due to the continued cut-throat tendering situation.

However they said they were optimistic that, barring no further "devastating" incidents and that the strikes were resolved — an improvement in the economy in general and in the construc-

tion and building industry in particular was likely.

Owenstone said the housing and property was the first sector to react in a downswing and the first to show signs of recovery.

"The construction industry lags the rest of the economy and the housing market and we are now seeing signs of improvement in the housing market which should be followed by the construction sector."

The company, he said, was currently operating at about 70% of capacity but was very well placed for an upturn in the industry.

Kaminski said that as soon as activity levels picked up there was no doubt building costs would soar.

"Contractors have been struggling along the bottom with low or no profit margins and no new plant and machinery has been bought for years. This situation will have to be rectified and as most of this is imported, the weaker rand will push these costs up."

# Strike stops city building work

33 (153) ARG 25/7/94  
Staff Reporter

BUILDING work in central Cape Town and at the Waterfront came to a standstill today as contract workers, striking for higher wages, moved from site to site, calling fellow workers to join them.

Traffic was disrupted briefly in Long Street, Loop Street and at the entrance to the Waterfront as the crowd of workers swelled. By 1pm all building work appeared to have stopped and the workers had gathered outside the Industrial Council for the Building Industry's offices on the Foreshore.

The building was locked and there was a strong police presence outside.

Travelling in to the city centre by train, scores of strikers disembarked at Rosebank station to call workers from a building site near the station to join them.

Many of the strikers carried sticks, pick-handles and hammers, but there were no incidents.

The strike began two weeks ago and some of the workers said they had been promised a response to their demands by Friday but this had not materialised.

Last week two trade unions, the Construction and Allied Workers' Union and the SA Woodworkers' Union, called for an end to a five-day wildcat strike after an attack on non-striking workers at a Cape Town building site.

The assaults took place after 60 strikers broke away from a march to the Building Industrial Council's offices on the Foreshore.

A mass walkout began last Monday, ending production at major building sites for most of the week.

A Supreme Court interdict was served on six trade unions and several individuals on Thursday.

Woodworkers' Union secretary Eddie Kapp said earlier that the unions wanted to resume annual pay talks with the Master Builders' Association and the Small Builders' Association tomorrow.

Police followed the workers today and kept a low profile, except at the old Imperial Cold Storage site.

A handful of workers, heading towards building equipment, were checked by policemen carrying shotguns.

At another site, a couple of picks and shovels were picked up but quickly restored.

The strikers were good natured and one called: "Please people, tools down!"

At a Waterfront site they banged loudly on the corrugat-

ed metal fence with hammers and sticks to encourage those inside to leave more quickly.

No casual workers appeared to disregard the call.

In Long Street a crane-driver was forced to drop his load of concrete on to the street, and at a site outside Somerset Hospital a load of structural steel, about to be hoisted, was disconnected and the crane-driver came down from his cab.

Workers said they wanted R15 an hour for casual labourers and R30 an hour for artisans.

One man said they were targeting sub-contractors as well as major employers.

"The sub-contractors hire scab labour — they're bleeding us," he said.

At several of the sites, the strikers entered to drink from taps but took no other action.

# Strikers march through city

By CELEAN JACOBSON

STRIKING building workers, armed with hammers and sharpened branches yesterday went from site to site in a tense march through the city and Waterfront calling for workers to drop tools and join them.

In Long Street a crane driver was forced to drop a load of concrete on the street and outside Somerset Hospital a load of steel about to be hoisted was discontinued.

Construction work in the city was brought to a halt and traffic was disrupted as the crowd swelled to about 400 men. They were followed by a strong police presence. Ten days ago five men were

## Call for builders to drop tools

injured when striking workers attacked employees on a building site in the city, but this was not the case yesterday.

By 1pm the workers had gathered outside the offices of the Industrial Council for the Building Industry on the Foreshore.

The strike began two weeks ago and workers said they had been promised a response to their de-

mands for higher wages by last Friday but this had not happened.

Two hundred clothing workers from a Parow factory went on strike yesterday.

Spokesman for the 160 000-strong Southern African Clothing and Textile Workers' Union Mr Shahled Teladia said workers at Flintex were demanding a R35 increase but the company had offered R25.

A "go-slow" by workers at the container terminal in the harbour has delayed business at the terminal since July 22, Portnet said yesterday.

Spokeswoman Ms Adri Bootsma said attempts were being made to minimise the effects of the strike and that Portnet apologised for any inconvenience.



**STRIKE ACTION** ... Striking building workers yesterday forced a crane driver in Long Street to drop his load of concrete on the street as they marched through the city and Waterfront construction sites bringing work to a halt. Picture: BENNY GOOL

# Labour minister may mediate in builders' strike

33 ARG 27/7/94  
□ Skirmishes occur on Foreshore

PIETER MALAN, Staff Reporter

LABOUR Minister Tito Mboweni will be asked to intervene in the wildcat builders' strike that has flared up again with about 1 000 construction workers gathering on the Foreshore.

Workers again downed tools yesterday for the second day running after alleged worker intimidation at some building sites.

Construction and Allied Workers' Union spokesman Lulamile Mqileka said such intimidation was contrary to a no-intimidation agreement reached with the Masters Builders' Association when the strike was suspended last week.

He said Cosatu would be asked to approach Mr Mboweni in an effort to speed up negotiations.

For most of yesterday afternoon the situation outside the Building Industry Industrial Council offices on the Foreshore was tense with occasional skirmishes breaking out between police and striking workers.

About 20 policemen formed a human chain in Jan Smuts Road on

the Foreshore in an effort to keep strikers from running into the city centre.

Several times during the rainy afternoon skirmishes occurred as a group of about 200 strikers repeatedly tried to break through the cordon.

While the smaller group — armed with sticks, knobkerries and branches — shouted and hurled abuse at policemen, most of the other strikers sat waiting under umbrellas in front of the BIC's offices.

Some union members complained that they had been forced to join the strikers, even though they reported for work in the morning.

"If we want to achieve results, we must stand together," said another.

Mr Mqileka said a fresh round of negotiations would start today.

He said the five unions taking part were unable to persuade their members to go back to work and employers would be asked to agree to an interim increase to persuade workers to go back to work.

"We further support President Mandela's call for a strike without violence," he said.

# 'Assaults' as strikes escalate

CT 28/7/94

33

By CELEAN JACOBSON

THE wildcat strikes by building workers escalated yesterday with widespread reports of intimidation and assaults.

Construction sites were closed and traffic was disrupted all day as groups of workers brandishing sharpened sticks and knobkerries marched to various sites forcing workers to down tools.

Police said a man was assaulted and a car damaged when about 100 strikers marched from Langa to a building site at UCT sportsfields in Pinelands yesterday morning.

Lieutenant Ben Theron said that at a site in Strand Street about 200 workers were forced to stop work.

In another incident, tiling contractor Mr Stephen Ravells was surrounded by strikers and forced from work at a site in Orange Street in the city.

On Tuesday about 500 striking workers attacked builders on a Murray and Roberts construction site at Gunner's Circle in Epping, injuring 10 people, Lt Theron said.

## Intimidation closes city building sites

A statement issued by the Industrial Council for the Electrical Contracting and Servicing Industry condemned the intimidation and lockout situations that had been denying employees "the ability to carry out their work and in so doing depriving them of their livelihood".

By lunchtime, about 3 000 workers had gathered outside the offices of the Industrial Council on the Foreshore which was cordoned off with barbed wire after skirmishes with police on Tuesday.

Union spokesman Mr Thabo Williams said the workers had

decided the strike would continue until employers agreed to an interim increase.

He claimed they had gone on strike this week after workers who took part in industrial action two weeks ago were victimised in contravention of an agreement with employers.

Negotiations with the employers' body, the Master Builders' Association, had resumed yesterday and Mr Williams said he was hopeful that a resolution would be reached soon.

Other marches through the city, Pinelands and Bellville went off peacefully and there have been no arrests or serious injuries, Lt Theron said.

● Meanwhile the National African Federated Chamber of Commerce (Nafcoc) said it respected the right of all workers to strike but urged that strike action should be conducted in line with acceptable international norms and standards.

Outlining its resolutions at the end of its 30th annual conference, Nafcoc also urged all employers to pay a fair wage.

# Construction grinds to halt as builders strike

CONTINUING dissatisfaction with employment practices in the Western Cape construction sector had sparked renewed strike action, Construction and Allied Workers' Union regional secretary Lulamile Mtikela said yesterday.

Building operations in the area had been halted by the action, which began on Monday. Labour Minister Tito Mboweni and Safety and Security Minister Sydney Mufamadi would be asked to intervene in the strike.

Sapa reports that a march by thousands of strikers brought traffic in Cape Town's Sea Point suburb to a

ERIC A JANKOWITZ

halt yesterday. The demonstrators demanded the release of several arrested strikers. 2817194

A wage strike by about 6 000 construction workers started on July 11, but was suspended when the Master Builders' Association agreed to resume talks. Part of the agreement was that no disciplinary action would be taken against the strikers, but the construction union had received reports of dismissals, Mtikela said.

Workers had downed tools again on Monday, pending talks with the asso-

ciation. These took place yesterday.

Mtikela said there was more at stake than just wages. Workers were demanding workplace democratisation and a review of the industrial council constitution to allow for greater worker participation.

□ Basil Read and the Construction and Allied Workers' Union reached agreement yesterday on a wage package intended to end a lock out of 200 workers, sparked by a strike ballot. Basil Read MD Chris Jarvis said workers were expected, in terms of the agreement, to resume work on Monday. (33) (33)



Staff Reporter and Sapa

THE total reform of the building industry's industrial council is one of the demands of striking construction workers.

About 2 000 workers who gathered outside the industrial council offices on the Foreshore yesterday heard from their leaders that workers were "sick and tired of the Master Builders' Association ruling the industrial council".

"It is for the workers to decide what should happen at the industrial council", they said, as the council belonged to all the workers in the industry.

Representatives of the Construction and Allied Workers Union have yet to hear from the Master Builders' Association on its response to the proposals put forward by the workers on interim increases for striking workers, said Cawu regional secretary Lulamile Mqikela.

The union members are demanding a 26 percent increase, which breaks down to R3 an hour or more for artisans and R2 an hour for general workers.

The union emphasised that the proposals were merely an interim measure to try to ensure that workers returned to work while negotiations continued.

Mr Mqikela said employers had agreed to withdraw disciplinary action against workers who took part in a wildcat strike two weeks ago.

Workers were told that parliament was "concerned about what was happening in the industry" and had decided to meet members of the Master Builders' Association to discuss the crisis.

Mr Mqikela said the union had warned Western Cape Police Minister Patrick McKenzie that police should keep a low profile during the strike and should avoid any "provocative" action.

In return workers would undertake to be disciplined and to strike peacefully.

Other substantive demands are the overhaul of the pension fund, broader participation in the medical aid scheme and the immediate implementation of salary increases.

During yesterday's demonstration outside the BIC offices, workers armed with all manner of weapons, including sticks, hammers, ketries and metal rods, jostled for position alongside a small contingent of policemen standing guard outside the Thomas Patullo building.

The atmosphere was generally peaceful and at times workers and policemen were seen to be chatting amicably.

Striking construction workers  
want industrial council reform

ARK 29/1/94

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It is for workers to decide what happens at the council'

# Building strike talks progress

CT 30/7/94 Staff Reporter

UNIONS agreed yesterday to persuade striking building workers to return to work on Monday after employers guaranteed to negotiate salary increases from a base of 7,5%.

The wildcat strike, which has been characterised by outbreaks of violence around the Peninsula, ended its third week yesterday.

In a joint statement of progress yesterday the unions said: "The employers have agreed that they will forget about what has happened in the past three weeks.

"All the employers ask is that workers return to work by latest Monday morning and they will continue to negotiate (salary increases) from a base of 7,5%.

"They also ask that workers should be prepared to work normal overtime when required and not withhold their labour in any way. This is a fair request."

Union officials put the proposed agreement to members but by late yesterday they had not come to a decision.

The 7,5% increase means a general worker would get a minimum increase of R70 a month and artisans would get a minimum rise of R145 a month.

# Builders told to return to work

Staff Reporter

THE Building Workers' Council (BWC) has again called on construction workers to end a two-week strike and return to work after receiving complaints of intimidation at several construction sites yesterday morning.

The BWC said it appeared that a group of about 30 "hooligans and unemployed workers" had intimidated an unknown number of workers who heeded Monday's call.

BWC spokesman Mr Lulamile Mqikela said although no one was injured, the council condemned the incidents saying that any "criminal actions" which were committed by the strikers would be their "own responsibility".

He said of a total of 23 000 workers who went on strike, all but 300 had returned to work yesterday. "It is proper to advise construction workers to return to work as normal to allow negotiations to continue as employers

CT 3/8/94 (33) (2)  
have committed themselves to a starting offer of 7.5%," he said.

He said employers had also committed themselves in principle to a policy of "no work, no pay, no discipline" for past industrial actions and a recognition of worker representatives to participate in Industrial Council negotiations.

"The time frame agreed by the BWC is to suspend action from August 2 to September 10."

● Spokesmen for both Pick 'n Pay and Capegas said strike actions at their premises had all but ceased.

Capegas spokesman Mr B Straughan said management had met with representatives of the Chemical Workers' Union yesterday and that a second meeting was scheduled for tomorrow.

Pick 'n Pay's Mr Alan Baxter said stores were trading normally and that no incidents of harassment or intimidation had taken place since Monday.

# Construction workers expected back on sites

33  
3/8/94

**ROGER FRIEDMAN**  
Labour Reporter

ABOUT 6 000 Western Cape construction workers are expected back at work today after simmering industrial action for three weeks.

"The council believes it proper to advise staff to work as normal to allow negotiations to continue," Lulamile Mqikela announced on behalf of the Building Workers' Council at a press conference yesterday.

The call for a return to work followed industry employers committing themselves to:

- A starting offer of a 7.5 per-

cent wage increase.

- Recognition of worker representatives to participate in Industrial Council negotiations.

- Providing time for negotiating.

- Agreement on the principle of "no work, no pay, no discipline" for past industrial actions.

Mr Mqikela added the Building Workers' Council condemned intimidation.

The Workers' Council had agreed to suspend action until September 10 when it hoped to have concluded agreement with management and be in a position to declare action over, he said.

# R220m wanted to train builders

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JOHANNESBURG. — The state will have to spend about R220 million a year on training in the house-building industry to meet the objectives of the government's reconstruction and development programme, the Building Industries Federation of South Africa (Bifsa) said yesterday.

Spending on training would have to increase almost tenfold and taxpayers would foot most of the bill.

The Federation was responding to a request by Minister of Housing Joe Slovo for proposals to raise the labour capacity of the construction industry to meet the housing objectives of the RDP.

Executive director Ian Robinson said the industry, employing 1,25 million people in the formal and informal sectors, would have to employ and train 600 000 more in the next six years, including 20 000 artisans a year.

The number of trainers would have to rise from 48 to 270.

"Such a programme would require an increase in expenditure on training from the current R25 million a year to an average of R220 million."

Mr Robinson said access to training facilities would have to be improved greatly.

Bifsa was responsible for about 80 percent of training in the industry. Its colleges had the capacity to train 4 200 workers a year but were "50 percent under-utilised".

Bifsa envisaged satellite centres to train a further 5 000 people a year at a cost of R32 million, and accredited training agencies could train about 9 500 more at a cost of R59 million.

Basic wages would probably have to be paid to trainees at a cost of R91 million a year.

"However, the extra funds cannot come from the formal building sector since contractors already pay a training levy of 1,5 percent of wages. The money will simply have to come from the state."

Mr Robinson said Bifsa had suggested to Mr Slovo that he consider a one percent training levy on sales of building materials.

"A possible alternative is that two percent of VAT on new houses be put aside for training. But the problem with this is that one would obtain the money only after a significant number of houses had already been built.

"And it is of vital importance that we start to implement this accelerated programme immediately. — Sapa.

# Striking builders in crisis



**STRIKE ACTION:** Building and construction industry workers demonstrate outside the offices of the Building Industry Council to highlight their demands Photo: Yunus Mohamed

By Edwina Booysen

STRIKE action by workers from the building and construction industry entered its fourth week on Monday and workers are worried that they could land up with serious financial problems if the dispute is not resolved soon.

Close to 2 000 workers gathered outside the Building Industry Council offices on the Foreshore, toying and singing freedom songs.

One of the strikers, Mr Nasser Taliep, has been on the streets with his colleagues since the beginning of the strike.

"I managed to pay my rent this month, but what about other accounts and food? Other workers face the same crisis. The negotiations are being drawn out on purpose," he said.

"All we are asking for is a living wage, in line with our colleagues in the rest of the country. Tradesmen earn R11 an hour and labourers

earn R5 an hour. We want that increased to at least R18 and R10 respectively," he said.

Taliep, a painter by trade, said that during last week's negotiations between the six trade unions representing the strikers and the Master Builders' Association (MBA), workers asked for an increase of R2 for labourers and R3 for tradesmen.

They were offered a 7,5 percent increase: barely 34 cents an hour!

Workers are also demanding the total reform of the building industry's council, saying that they have a right to decide what happens at the council as it belongs to all the workers in the industry.

Mr Ralph Samuels, a builder, believes that if an agreement is not reached soon the peaceful strikers could "turn nasty".

Construction and Allied Workers Union shopsteward, Mr Lulamile Mqikela, said the workers have been urged by the BIC to return to work while negotiations are under way.

## Building industry in bid to curb accidents

Labour Reporter **33**

INADEQUATE health and safety standards in the building industry are costing millions of rands, a situation the newly constituted Construction Health and Safety Forum plans to address urgently.

The forum comprises members of the Building Industries Federation of South Africa, the Construction and Allied Workers Union, Federated Employers Mutual Assurance, the South African Federation of Civil Engineering Contractors and the National Occupational Safety Association (Nosa).

Nosa managing director Leo Strydom said the total cost of accidents recorded in 1992 reached a staggering R384 million — money which could have funded more than 25 000 low-income houses.

The 1,6 million workdays lost in 1990 could have been better spent building about 220 000 similar houses. *Aug 16/8/94*

Mr Strydom said developing a strategy to address health and safety in the industry was a priority of the forum.

## Strike unrest: 3 in court

33 (12)  
Staff Reporter

A PAINTER who was allegedly shot by police during a building strike protest has appeared in the Cape Town Magistrate's Court with two other building workers in connection with public violence. *ARL 18/194*

Jan Vos, 32, of Eastridge, Mitchell's Plain, was allegedly hit in the neck, side and arm with birdshot when chaos erupted at Baumann's Biscuits factory in Woodstock on July 28.

He appeared yesterday with Johannes Jacobs, 25, of Pearl Court, Lotus River, and Shani-boy Mele, 23, of Julius Cohen Hostel, Nyanga East. They were not asked to plead.

A warrant of arrest was issued for Dumile Made, 52, of Heideveld Hostels, Guguletu.

Mr Vos's bail of R500 was extended. Mr Jacobs and Mr Mele have been released on warning.

Magistrate W J Faught postponed the case to September 2.



# Sexwale set to crush organised crime

PRETORIA. — Steps are being taken to crush crime syndicates, drug-lords, money-launderers and other criminals, PWV premier Tokyo Sexwale said.

In a wide-ranging Press interview yesterday, he said: "Plans are afoot to pick up as many of these criminals as possible throughout the PWV region. Instructions have been issued from this office (the premier's) to deal harshly with drug-pushers, money-launderers and other crime syndicates."

Police had already begun arresting suspected criminals and he hoped these would be dealt with severely by the courts. This was but one method of ensuring that the reconstruction and development programme in the region went ahead without hindrance from criminals.

"When we managed to stabilise

the political situation, especially in the East Rand townships of Tokoza, Katlehong and Vosloorus, we exposed a raw nerve of organised crime that had begun using political argument for their criminal activities. We intend crushing these crime syndicates."

Mr Sexwale conceded that organised crime in the PWV region had led to heightened safety measures by members of his office as well as members of the provincial legislature.

These included more armed guards at various members' homes and personally being on guard 24 hours a day to ensure that criminals did not use other methods such as food poisoning or attempts to kidnap family members.

"You must remember I am a soldier. It is expected that I have to be vigilant 25 hours out of 24," he said.

Looking back on developments since his inauguration in May, Mr Sexwale said his government had instilled democracy, stability and peace among the people of the region. But wealth-creation and employment for the jobless were still disturbing factors.

"The economy has been stagnating and people can't eat constitutions. We have to generate wealth and jobs for our people for them to have a stake in the new South Africa. At the end of the day the high level of crime is caused by socio-economic conditions on the ground, which are exacerbated by criminal elements from abroad. (38)

He conceded there were individuals within his bureaucracy who had their own agendas. He was referring to burglaries of ANC offices and phone-tapping.

— Sapa. ARG 20/8/94

# Construction firms 'have lost control of workers'

CONSTRUCTION companies have created a situation where they have lost effective control of their labour force, says Bob Hindle, senior lecturer, at the University of Cape Town department of construction-economics and management. (33)

Skilled workers have formed into specialist contracting groups and developed independence and mobility.

Now they need only find unity and "the tail will be in a position to wag the dog," he says. ARG #27/8/94

"Most specialist contractors have been treated shabbily by main contractors and they may soon find ways to sort out old complaints, such as 'pay when paid,' 'horse trading,' 'retention monies,' payment for delays and disruption."

Writing about current trends in the the Building Industries Federation publication *The Builder*, he says by forcing the labour force to become mobile, main contractors created a situation that would leave them in a particularly vulnerable position when work became plentiful.

The future may hold a few surprises for general contractors and employer organisations, such

■ Specialist contractors will realise the power of their negotiation position.

■ Many general contractors will be forced to move back to direct employment and responsibility for training.

However, the industry would have to look to a number of issues if it was to prevent recurrence or further fragmentation and decline:

■ Managers of training funds should generate reserves with which to finance training in recessions, in order to bring trained people 'on stream' in the growth phase.

■ A massive effort to design and implement an appropriate skills training scheme for the informal sector should be initiated with all haste.

■ A programme to attract bright young men and women "into the tradé end of the business" should be developed.

One detrimental change had seen the demise of direct employment and the growth of subcontracting.

While this had helped contractors to survive the economic depression by shedding fixed costs, it had virtually wiped out apprenticeship and other forms of formal skills training.

# A STATEMENT FROM THE INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WP)

## WAGE NEGOTIATIONS

At a final dispute meeting held on Monday, 5 September 1994 wage negotiations were concluded between Building Industry Trade Unions and Employer Associations.

Following protracted periods of illegal industrial action, disputes declared by one of the employer groups and many weeks of negotiations, agreement was reached on minimum wages for Building Industry workers in two stages as follows:

	Total% Increase	1 November 1994		1 May 1995	
		Increase per		Increase per	
		Month (Approx)	Hour	Month (Approx)	Hour
General Workers	12,0%	R101	R0,55	R11	R0,06
Artisans	11,7%	R200	R1,16	R25	R0,15

The basic minimum wages of all other categories of employees will increase in proportion to the above rates of increase. The contributions by the employers to the holiday pay, pension, medical aid and sick leave pay funds will also increase proportionately but on the November increase only.

The parties to the Industrial Council align themselves to the principle of collective bargaining and agree that the Council remains the sole forum for the bargaining process and settlement of disputes. The Building Industry is just emerging from the longest and severest recession in memory and the parties agree that the maintenance of stable labour relations is of vital importance not only to investor confidence and the development of economic prosperity in our region, but equally to the success of the Government's Reconstruction and Development Programme.

The parties represented on the Industrial Council are:

### Trade Unions

Building Workers' Union  
 South African Woodworkers' Union  
 Construction & Allied Workers' Union  
 Amalgamated Society of Woodworkers  
 Amalgamated Union of Building Trade Workers of South Africa  
 South African Operative Masons' Society

### Employers

Master Builders & Allied Trades' Association (Cape Peninsula)  
 Small Builders' Association  
 Master Masons and Quarry Owners' Association

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CT 9/9/94



BUILDING INDUSTRIAL COUNCIL  
 BOUWWERHEIDSRaad · WP

The Industrial Council for the Building Industry WP



**SHEPHERDS:** Police escort dismissed Murray and Roberts building workers through Cape Town to the station.

Picture: LEON MÜLLER, The Argus.

## 550 fired, city building sites <sup>33</sup> shut down in wildcat strike wave

ARG 22/9/94

**ROGER FRIEDMAN  
and JOSEPH ARANES  
Staff Reporters**

MURRAY and Roberts has dismissed about 550 workers and shut down operations at five major building sites in the city centre and southern suburbs.

Police toting shotguns escorted about 350 angry workers who gathered outside the Wale Street Chambers building in Long Street to Cape Town Station today.

Murray and Roberts managing-director Geoff Turner confirmed the company had "terminated" 550 jobs, saying the workers were warned they would be dismissed if they "illegally" attended a meeting called by the Building Workers Council in the city yesterday.

Sites closed by Murray and Roberts today include the railway stand at Newlands Rugby Stadium, the research institute on the Newlands Rugby Ground "B" field and the development at Avenue St Charles.

Mr Turner said the workers'

dismissals were "non-negotiable ... we issued final warnings to them yesterday that if they left the sites they would be fired".

A spokesman for the workers said workers from all Murray and Roberts sites across the Cape were expected to down tools in solidarity with their dismissed peers.

At yesterday's meeting industry workers slammed their trade unions, saying the unions sold them out during recent wage negotiations with employers.

More than 500 workers staged a wildcat strike so they could attend the meeting called by the Building Workers Council Committee.

The committee is an unregistered and unrecognised federation of workers established during wage negotiations over the past few months.

The workers gathered outside the offices of the Builders' Industrial Council on the Foreshore, where police used razor-

wire to control them as they toyi-toyed and made speeches.

Workers voiced grievances about the union and the way they were treated on building sites.

But most expressed fears at being retrenched now that a wage agreement had been reached between the unions and their employers.

"We must not allow the bosses to fire us as they have done in the past when we got our increases."

# Builders in city wildcat strike

Staff Reporter

HUNDREDS of builders armed with hammers, hacksaws and clubs took to the city streets yesterday in a wildcat strike to demand higher wages.

The strikers belong to the SA Woodworkers' Union, but union organiser Mr Wilson Ponie said:

CT 22/9/94  
The union was not informed about any events. We only found out about the march when some of our members phoned requesting more information about the action for the day."

Many of the strikers could lose their jobs because of their action, he said.

The wage negotiations were

completed and accepted, but workers still had more demands to be negotiated, he said.

Workers gathered on the Fore-shore, where the union is based, singing and toyi-toyiing.

They eventually dispersed after it was decided the Builder Workers' Committee would meet the union today.

# Building's work crisis threatens World Cup

**ROGER FRIEDMAN**

Weekend Argus

Labour Reporter

**AFTER** the protracted, and sometimes violent, wage strikes, the building industry in the Western Cape is on the brink of collapse, trade unions and major employers have warned.

Next year's rugby World Cup could be in jeopardy if work on the Newlands railway stand did not resume and Cape Town's hopes of hosting the 2004 Olympics were under threat, they said.

Stocks and Stocks managing-director Rob Heller warned that the "entire building industry" was about to "grind to a halt".

Ovcon Construction group managing-director Jan Kaminski has called on the government to indicate it would not allow South Africa to slip into "anarchy".

Building Workers Union (BWU) executive director Rodney Damon pointed out that the continued industrial upheaval could jeopardise the Rugby World Cup and the Olympic Games in 2004.

Murray and Roberts managing-director Geoff Turner said that, in the light of the precarious economy, his company had issued written warnings to workers to refrain from illegal industrial action, especially this year.

Mr Kaminski and Mr Damon pointed out that the resurgence of industrial conflict could have a negative effect on international investment.

At the centre of the trauma is the Building Workers Council Committee (BWCC) whose support cuts across union lines.

**Rugby's World Cup and even the 2004 Olympics are being threatened as the building industry in the Western Cape finds itself in the grip of a crippling impasse.**

None of the so-called officials of the BWCC were prepared to identify themselves.

The BWCC says the seven recognised unions in the construction sector sold out the workers by not forcing through their demand for a six-month moratorium on retrenchments during wage negotiations.

A spokesman said: "The building workers council was formed because of mistrust and misrepresentation by some union officials that has been going on for years."

They claim the support of more than 10 000 of the more than 23 000 workers in the industry.

Their leadership claimed they tolerated neither intimidation nor violence to further their aims, but warned they would be forced to act "in the defence" of their supporters who were fired by Murray and Roberts this week.

Meanwhile, Murray and Roberts were forced yesterday to close operations at all their major building sites in the Western Cape, including the Newlands rugby stadium, railway stand.

Ovcon and Stocks and Stocks have not had to close sites, but Stocks and Stocks' Mr Heller said his company "anticipated trouble" on Monday.

Murray and Roberts' Mr Turner said he found the present situation "bizarre", coming

as it did after months of protracted negotiations with the recognised unions.

This week's events had soured the "fantastic news" that the Cabinet supported Cape Town's Olympic bid, he said.

Mr Heller said if the BWCC was dissatisfied with the recognised unions they should take steps to become recognised themselves, or force changes in the union leadership.

Mr Kaminski said: "We are very worried ... we have good relations with a number of large overseas companies ... and they are very far from being prepared to invest in any way. We feel completely helpless."

"They cannot accept our promises that we'll finish on time."

He called on the government to show some strength.

"One needs a strong indication that anarchy will not be tolerated in our country."

Mr Damon of the BWU said workers could not afford to lose any more pay.

**The position of the 550 dismissed Murray and Roberts workers hangs in the balance after an emergency meeting between the company and the seven recognised trade unions in the building sector.**

Although the dismissal notices still stood, the construction giant had left a chink in the door for their possible re-employment.

The company and unions agreed yesterday to stop industrial action and that the fired employees could apply for re-employment.

But, the unrecognised BWCC was not at the meeting and the major contractors were unanimous they would not hesitate to fire any workers who did not pitch up for work on Monday.

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ARG 24/9/94

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# Signing settles builders' dispute

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26/9/74

THE signing of an agreement between construction company Murray and Roberts (Cape) Ltd and building trade unions in Cape Town on Friday ended three days of industrial action.

In terms of the proposed dispute settlement, no further illegal industrial action will be taken although dismissal notices will stand.

But in a statement, Murray and Roberts managing director Mr Geoff Turner said dismissed workers could apply for re-employment under new contracts.

## Appeal

If a worker was dissatisfied with a new contract they could appeal and the company may simply reinstate the employee, but the worker would have to agree to desist from all unlawful industrial action.

The agreement was signed by the SA Woodworkers Union, the Building Workers Union, the Amalgamated Society of Woodworkers of South Africa, the Amalgamated Union of Building Trade Workers of South Africa, the South African Operative Masons' Society, the Construction and Allied Workers Union and Murray and Roberts. — Sapa



**HEAVY TRAFFIC:** A large group of construction workers marching at the Mustworks plant of Murray and Roberts in Gunners' Circle, Epping, during strike and protest action today. Picture: ROY WIGLEY, The Argus.

## Sacked men threaten to close down M & R

**ROGER FRIEDMAN**  
Labour Reporter

MURRAY and Roberts workers, dismissed for attending a Building Workers Council Committee meeting last Wednesday, say they must either be allowed back to work tomorrow or they will force the company to close.

The construction giant has already suspended work at more than 12 sites across the Peninsula, including Newlands rugby stadium.

The workers, who marched on the Murray and Roberts depot in Epping today amid rumours that the company was hiring new labour, have dismissed the agreement signed between Murray and Roberts and the seven recognised trade unions in the construction sector on Friday as "worthless".

"They did not make any agreements with us," a supporter who appeared to be in

authority said today.

He claimed the recognised unions had sold workers out by settling the wage dispute this month without negotiating a moratorium on retrenchments.

In terms of Friday's agreement, the recognised unions undertook that their members would return to work peacefully today.

It was agreed that the 550 workers dismissed could appeal against their dismissals or re-apply for jobs. It was envisaged by all parties that "85 percent" of the workers would be "speedily" re-employed.

But the Building Workers' Council Committee, whose support cuts across union lines, was not party to the agreement.

Council leadership told police outside the Murray and Roberts depot gates today they had come to ask the workers still at work where they stood on the dismissals.

They were also there to prevent the company hiring new labour.

Police threatened to enforce the court interdict obtained last week preventing dismissed workers from coming within 250m of any Murray and Roberts building site or office.

However, the workers left peacefully for a meeting in Guguletu to discuss "the way forward".

Murray and Roberts managing-director Geoff Turner said "the majority" of workers had come to work, but had been intimidated from actually working, and were either sitting around or had left the building sites.

"The whole organised method of running a business is being destroyed by thugs," he said.

"We have reached agreement with the recognised unions and they have undertaken to get the people back to work."

Also agreed was that the unions would "demonstrate in a manner acceptable to Murray and Roberts that they had the support of the workforce, contrary to the claims" of the council committee.

Meanwhile, leaders in the construction industry were joined by recognised trade unions in warning that further industrial trauma could jeopardise Cape Town's chances of hosting the rugby World Cup next year, and the 2004 Olympics, as well as the reconstruction and development programme.

● Ovcon Construction group managing-director Jan Kaminski has called on the government to step in.

He was joined by Stocks and Stocks managing-director Rob Heller in warning that his company would not hesitate to fire workers who downed tools illegally.

ARLT 26/9/94

(33) (152)



# 'No to thugs': Firm hires new workers

ARC 27/9/94 (33)

**ROGER FRIEDMAN**  
Labour Reporter

MURRAY and Roberts says it is not prepared to be held to ransom by a "group of thugs" — and has started hiring new labour after dismissing 550 workers, who downed tools to attend a meeting last week.

Meanwhile Cosatu has convened a meeting with the company today in an attempt to resolve the crisis before it spreads to other construction-companies.

The fired workers, supporters of the unrecognised Building Workers' Council Committee, yesterday threatened to close the company down unless they were allowed back to work today.

The council committee cuts across recognised trade union lines and was formed during wage negotiations two months ago.

Murray and Roberts managing-director Geoff Turner said

he was "tearing his hair out" today. He believed the company had followed all the legitimate channels in a bid to solve the problem — to no avail.

Last week the company obtained a court interdict to prevent the fired workers from intimidating their former colleagues, and then brokered an agreement with the recognised trade unions which should have seen "80 percent" of the fired workers "speedily rehired".

But the council committee dismissed the agreement, saying it had not entered into any agreements and would disrupt the company unless all the workers were taken back.

Mr Turner said: "What really perturbs me is that a bunch of thugs are actually stopping people from earning an honest living. It's disgraceful.

"If the (recognised) unions want to regain any form of credibility they will have to take strong action."

# Cosatu to discuss deal with construction firm

Staff Reporters

CONSTRUCTION giant Murray and Roberts (M & R) and Cosatu yesterday reached agreement on the reinstatement of 550 workers whose axing sparked off demonstrations and the closure of 12 building sites in the city.

Cosatu regional secretary Mr Alan Roberts and M & R managing director Mr Geoff Turner yesterday announced Cosatu would put the agreed proposals to 1 500 of the company's workers at a mass meeting with the union at the Good Hope Centre tomorrow.

Both Mr Turner and Mr Roberts said it had been agreed the workers would

be reinstated but would not discuss details of the agreement before tomorrow's meeting.

The agreement came hours after company workers again marched through the city yesterday after spontaneous demonstrations at some of the 12 building sites closed by the construction giant.

On Friday an agreement was signed between M & R and the seven recognised trade unions in the industry, in terms of which the dismissed workers could appeal and re-apply for jobs. It was envisaged that 80% of the fired workers would be speedily rehired.

(33)

CT 28/9/94

# Building dispute threatens opening of Nyanga complex

(33) (33) ARLT 28/9/94  
TOM HOOD and ROGER FRIEDMAN

Staff Reporters

NEXT week's opening of the giant R30 million Nyanga shopping centre is threatened by the dispute between building workers and Murray and Roberts, the main contractors.

The company pulled its workers off the site after they were attacked by a dissident group, group Cape managing director Geoff Turner said today.

Sub-contractors are still working and a spokesman for the developers, Combi and Company, said a meeting would be held with all contractors and sub-contractors.

"We are making every effort to open in time," he said.

Mr Turner said the majority of workers were not involved in the dispute but the company stopped building work for the safety of its employees.

However, the contract was on schedule, he said.

● A crowd of men claiming to be the workers dismissed last week by Murray and Roberts have gathered at Mutual Station.

Work at all Murray and Roberts sites in the city remained disrupted today — a week after the company fired 550 workers for downing tools to attend a meeting called by the Building Workers' Council Committee.

The council committee is an unrecognised federation of workers which cuts across union lines — some of them affiliated to Cosatu.

Yesterday, as Murray and Roberts management met regional Cosatu leadership in the city, a group of men descended on the Newlands rugby stadium "B" ground and attacked working labourers.

Meanwhile, Cosatu and Murray and Roberts thrashed out a joint proposal which will be put to all Murray and Roberts workers at a meeting in the city tomorrow.

# Cosatu in talks over building company dispute

ROGER FRIEDMAN, Labour Reporter

COSATU and Murray and Roberts enter urgent negotiations today after the 550 workers dismissed by the company last week rejected the latest re-employment offer yesterday.

Previously, the workers rejected an offer brokered by recognised trade unions in the building industry with Murray and Roberts.

The workers were dismissed after they walked off sites to attend a meeting called by the Building Workers' Council Committee last Wednesday.

The council committee, an unrecognised federation of workers cutting across union lines, was unhappy with the unions' wage settlement earlier this month after protracted, sometimes violent, industrial action.

Work was still disrupted today at Murray and Roberts sites, including Newlands rugby stadium and the Nyanga station development.

Cosatu stepped into the fray this week, fearing the industrial action would spread.

The proposal put to the workers at a meeting in the city yesterday was that they would all be re-employed but that disciplinary action would be taken against those who allegedly incited illegal industrial action or took part in any violence.

According to Murray and Roberts, a site foreman at Newlands rugby stadium was injured and another worker was sent to hospital after clashes with the dismissed workers on Monday.

Murray and Roberts managing director Geoff Turner today described the company's latest re-employment offer as "accommodating as we could be" but Cosatu's regional secretary Alan Roberts said the workers had rejected the offer and demanded unconditional re-employment instead.

# Building workers to get pay rise

(33) ARG 7/10/94  
TOM HOOD  
Business Staff

THOUSANDS of workers in the Cape construction industry are to get a pay rise of 10.9 per cent, of which six per cent will be back-dated to September 1, and the rest will be paid in March.

In return, unions have agreed to make no further wage demands at plant level — an agreement employers regard as vital to stabilising the industry.

A regional wage agreement was signed this week by the Federation of Civil Engineering Contractors (SAFCEC) and representatives of the Construction and Allied Workers' Union and the Building Construction and Allied Workers' Union.

The agreement runs for a year and means Western Cape workers earning a minimum of R4,66 an hour will receive a 32c increase immediately, plus 19c in March.

Minimum wages in the Hermanus/Mossel Bay/George area, currently R3,95 an hour, will rise by 26c immediately and 20c in March. This increase will apply to other regions where the current minimum is R3,11c an hour.

The increases, which include provisions for workers earning more than the minimum, will be gazetted as a wage order and will be mandatory for all contractors employing labour in the specified areas.

Graham Power, chairman of SAFCEC, said many complaints had been received about smaller contractors paying wages below the laid-down rate.

"This is an intolerable situation, contrary to the good faith and intention of the construction industry to co-operate fully with organised labour," he said.

"The Department of Labour should take these complaints seriously and exercise its policing function to ensure that workers are not exploited and that contractors comply with the negotiated rates of pay."

## Strikers delay shopping centre opening 2 weeks

TOM HOOD (33) ARL 13/10/94

FIFTY-TWO retailers have lost two weeks' business because wildcat strikes by builders forced the developers of the R30 million Nyanga Junction shopping centre to delay the official opening until October 19.

Stone-throwing strikers also forced other workers off the site.

Stoppages held up the finishing of malls, walkways and access to the 52 shops in the centre.

Although all shops were ready to open, traders and developers agreed that the centre was not in the right condition.

Tenants, including Pick 'n Pay, Topic and Diskom, had all been fully merchandised and staffed to open on October 5.

"We regret the delay and postponement of trade," said Jeffrey Kleinsmith, a spokesman for developers Combi and Company. "But in the current labour climate, we too have become a hostage to the labour situation that is affecting the industry."

"We regret the inconvenience to the public, and the tenants' trade loss, but it is evident that the situation is completely out of the developer's hands."

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## Angry workers down tools

Labour Reporter

(33)

ARG 31/10/94

CONSTRUCTION workers refurbishing and expanding Victoria Hospital have downed tools in protest against the appointment of a "rude" foreman and the lack of safety gear.

According to the Public Service League of South Africa, the provincial administration appointed an electrician to supervise carpentry, plumbing, painting and construction.

"This electrician has no knowledge of such work and when questioned about his scope of authority, started shouting and swearing at the workers," the said in a statement.

## Warning on labour costs

*Biday*  
SAMANTHA SHARPE

LABOUR would have to give a commitment to wage restraint if the construction industry was to succeed in its efforts to keep a lid on prices, the construction industry warned yesterday.

The industry had pledged to contain cost increases as part of the national housing accord signed at the end of last month. 7/11/94

Building Industries Federation executive director Ian Robinson said the industry had made submissions to government on how it could keep costs down. "But there was a strong message in the submission that while we will do what we can, we have no control over labour costs."

Robinson said demands for wage increases that were not linked to productivity were having a negative effect on the move to keep costs down. (33)

"Government has to approach labour to keep its wage demands realistic."

Cosatu spokesman Lisa Seftel said it was obviously in the interests of everyone to put a damper on rising building costs.

The key parties would have to get together and scrutinise all the inputs that were driving prices higher. "You cannot simply assume that it is labour that is fuelling building costs," she said.

Robinson said there had been no word from government on the construction industry's proposals for self-regulation of industry costs, submitted about three weeks ago.



e's money ● Architects optimistic for 1995

## Building industry boosted

By Mzimkulu Malunga

EMPLOYMENT prospects for architects and quantity surveyors are better this year than they were at the same time in 1994.

This is according to the latest building industry survey compiled by the Stellenbosch-based Bureau for Economic Research. Although some architects reported a nominal decline in the number of people employed in the last quarter of last year, many are optimistic about this year's prospects.

"A net majority of architects plan to employ more employees in the first

quarter of 1995. They therefore expect the relative improvement in the building activity to continue," says the survey. Employment conditions in the quantity surveying sector are also expected to improve during the course of the year. There has been an increase in the number of quantity surveyors who expect to employ more workers this year. 19/1/95

Business conditions for both architects and quantity surveyors are also better than the same time last year, says the BER.

Things are also looking up in home building. Almost 30 percent of the

respondents report increased volumes of work. "These results by far exceed the expectations expressed by most participants in the last survey." 33

"The contractors' expectations for the first quarter of 1995 are equally optimistic," says the BER. The slight decline in competition for tendering also suggests that there is more work than in previous years. Due to increasing activity in the building industry, costs are expected to go up.

The construction industry, says the BER, can smile for time being because skilled labour, raw materials and finance are still available.

## International rating for builders

ACCREDITATION on an international rating is on the cards for university and technikon building courses in South Africa (33)

The National Development Fund for the Building Industry, has informed the Institute of Building (SAIB) that they accept that there is a need for building courses to be accredited. ARG 28/11/95

The SAIB has also been asked to prepare a budget, in conjunction with industry representatives for consideration.

"This means that we can now canvass the universities for their support

and that we can plan for the accreditation to begin next year," said SAIB President Geoff Sessions.

Three senior members of the Chartered Institute of Building in the UK would accompany SAIB members on a visit to all the centres in South Africa where tertiary education is offered.

Asked if the proposed new technikon degree would be accredited, Mr Sessions said: "A course of this type cannot be accredited without first assessing the product, the first year students. The degree course will, therefore, only be accredited once the first graduates have qualified."

## Worker jailed for assault

(33) Sowetan 29/11/95  
A WORKER who assaulted a building foreman so badly during an illegal strike that he will never be able to walk normally again, was jailed for four years by the Cape Town Magistrate's Court this week.

Nkosinathi Kutani (31) of Site C, Khayelitsha, took part in an illegal strike in August last year when workers marched to the harbour and tried to force building workers at Auto Atlantic to join them.

When they refused, the strikers threw chunks of concrete and bricks at workers on site.

The workers fled, but foreman Keith Steenkamp (42), tripped and fell. A group of workers surrounded him and hit him with iron bars.

He suffered a severe fracture and dislocation of the right ankle and multiple bruises and abrasions.

■ Reports by Sapa-Reuter-AP, Ecna, Own Correspondents.

# Job cuts hit building sector

COLIN DOUGLAS  
Business Staff

DASHING hopes of an early boom in the building sector, contractors are retrenching workers as order books remain half empty and margins suffer.

Also, capacity in the industry, decimated by eight years of recession, stands perilously low, threatening bottlenecks and sharp price increases should economic recovery kick in later this year.

"There's been a lot of talk about a building boom, but actually nothing is happening — we are very short of work," said Rob Heller, MD of Stocks & Stocks (Cape), which has been retrenching workers.

Murray & Roberts (Cape) was also conducting "fairly

large-scale lay-offs", said MD Geoff Turner.

Most contractors were confident of a recovery in the second half of the year, but some warned it was already too late to train artisans in sufficient numbers to avoid costly shortages of skilled labour.

"The amount of spare capacity is way below what people think it is — there's going to be a massive shortage of trained labour," said Learmonth Willey, director of Neil Muller Construction.

"When demand does start lifting, there will be horrific price increases and a decline in standards of service, which will stem the tide of new work."

While some contractors had

ARG 22/2/95  
been training apprentices in preparation for an upswing, others said economic uncertainty had forestalled significant training.

"It's catch 22 — contractors won't train unless there's an upswing, yet an upswing can't get fully under way without training," said Mr Heller.

But Graham Power, Western Cape Chairman of the SA Federation of Civil Engineering Contractors, urged employers to start training programmes immediately — even if it was "almost too late" — because a massive construction boom was waiting to happen.

"An upturn of significant proportions is coming," concurred Mr Turner, "but it could be upset by anything, like Cape

33  
Town losing the Olympic bid or major labour unrest."

"Recovery will come up to us slowly — people are confident and ready to start investing again," said Mr Willey.

Ovcon MD Jan Kaminski said an upturn in the industry would start once major housing projects were underway.

■ Ovcon Cape Civil has been awarded a sub-contract by main contractors Haw & Inglis for the construction of a new bridge across the Kuils River on the Stellenbosch arterial road between Blackheath and the R300.

Ovcon's contract is valued at R2,9 million and has to be completed within eight months. They moved on site on January 9 this year.

# Building unions may get their act together

33 ARG 7/3/95

□ Bid to avoid repetition of last year's conflicts

**ROGER FRIEDMAN**  
Labour Reporter

**BUILDING** workers across union and company lines are to take part in a ballot to determine who should represent them at this year's wage negotiations following bloody conflict last year.

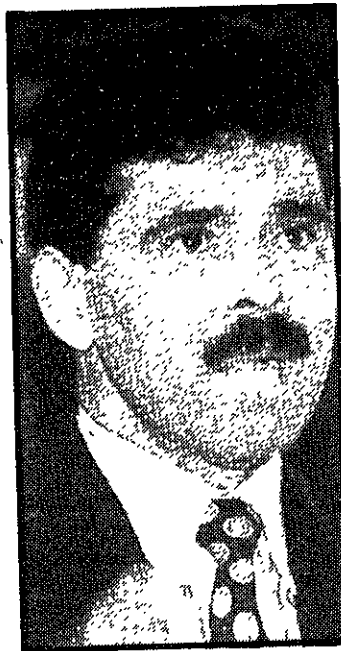
The ballot, to be conducted by the Independent Mediation Services of South Africa, is expected to be held within the next three weeks.

A rally, to explain developments to the workers, is planned for Athlone Stadium on March 17. The Master Builders Association, representing leaders in the industry, has agreed that workers should be given time off to attend the meeting.

At present, building workers are members of six different unions. Two of the six unions are affiliated to Cosatu, but the union with the largest membership, The Building Workers' Union, is independent.

Last year a seventh entity, the Building Workers' Council Committee, was established when certain workers claimed their union negotiators were selling them out.

Violent strife ensued, and eventually Cosatu stepped in to get the negotiations back on track. Cosatu intervened again earlier this year, when labour unrest threatened to jeopardise the completion of Newlands Stadium ahead of the rugby World Cup.



**Chris Nissen**

Cosatu regional secretary Alan Roberts said this week the labour movement wanted to avoid the violence of last year at all costs.

Mr Roberts said job security, wages, working conditions, medical benefits and pensions were presently at the forefront of labour's mind.

Ideally, there should be one union representing the workers' aspirations, not six, including "several sweetheart unions".

"Our three major concerns are the possibility of violence, delivery of the RDP and the

creation of favourable conditions for winning the Olympic bid.

"The Master Builders' Association is concerned that they should negotiate with a body that has a vision, that represents labour and sticks to negotiated agreements," Mr Roberts said.

If the ballot concluded the majority of workers did not support Cosatu, the trade union federation would accept the results and work towards the good of the industry, Mr Roberts said.

"But the dangers are clear."

If workers felt they were inadequately represented at negotiations, violence could erupt and spill over into other sectors as it nearly did last year.

Violence, if it was allowed to happen, would jeopardise the RDP and the already-floundering Olympic bid, Mr Roberts said.

Cosatu had already convened a meeting with the regional ministers of public works, housing and the RDP to discuss the building industry.

Master Builders' Association president Barry van Breda said his organisation supported the process as "we must be sure that the people represented at the Industrial Council are representative of the people".

And, the association hoped that whatever agreements were reached at the negotiations "can take effect".

"All indications are that

there is an awful lot of work waiting to be done. I am quite optimistic things will pick up in the second half of this year," Mr Van Breda said.

Regional Economic Affairs Minister Chris Nissen said delivery of the RDP was already starting to take place.

"Any industrial unrest, particularly in the construction industry, will upset the speedy delivery of the RDP. We plead with unions and management to resolve their problems and create a climate free of disturbances.

"Ideally, we should have a single union in the industry. Whether this is feasible is still uncertain, but we definitely need to bring all the unions together to, at least, establish working relationships," Mr Nissen said.

Grinaker managing director Pierre Rousseau said: "What we saw last year makes it obvious that there must be one organised labour force."

And Murray and Roberts managing director Geoff Turner said his company did not wish to be prescriptive to labour.

"What we want is a body or bodies with whom, when we negotiate agreements, we can be confident they will be made to stick.

"This was clearly not the case last year" when Murray and Roberts suffered "significant losses" due to labour unrest.

# Western Cape labour problems affect Ilco

BD 15/3/95 (33)

NICOLA JENVEY

DURBAN — Building and construction company Ilco Homes saw net income plunge 46% to R1,09m for the six months to December after labour problems hampered construction in the Western Cape.

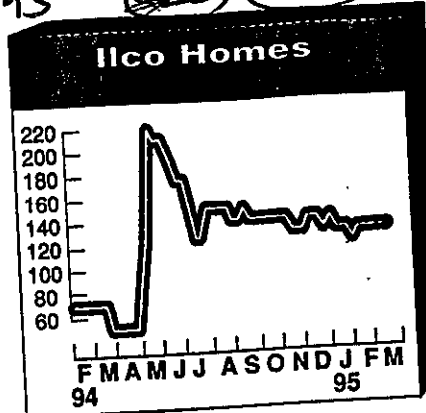
Operating income fell to R4,8m from R5,5m at 1993 interim stage, and interest paid rose 5% to R3,7m.

Earnings a share decreased to 3,5c (6,5c) and the company paid no tax for the period. Turnover figures were not available.

MD Adrianus Demmers said the company had written down the values of those properties where there had been little or no activity and which it was unable to sell.

"This prudent policy has amounted to R24,6m and the resultant write-down maintains the current values of stock and work in progress at conservative values," he said.

He said the gearing was too high, but the company was in the final process of negotiating with certain institutions to restruc-



ture the debt to improve the situation.

"The prospects for the following six months reflect a vast improvement in the housing demand. Should this prevail, we anticipate a drastic improvement in the company results in June."

However, high interest rates materially affected the affordability of housing, Demmers said.

# Ilco hit by unrest, interest

CT(BA) 15/3/95 (33)

By MAGGIE ROWLEY

PROPERTY EDITOR

Labour problems in the Western Cape and a continued high interest bill saw Ilco Homes continue its downward trend, with earnings plunging 46 percent to 3,5c (from 6,5c) a share in the six months ending in December.

Operating income was down 14,8 percent to R4,8 million but interest-bearing debt of R41,4 million resulted in net interest paid rising to R3,7 million (from R3,5m), impacting heavily on the bottom

line.

Chief executive Jos Demmers said the company realised it had become too highly geared and was negotiating with certain institutions to restructure the debt to improve gearing. An announcement in this regard was likely to be made within two weeks.

Demmers said the property market was still depressed and the firm had had to write down significantly the values of properties on its books which it had been unable to sell.

During the period under

review, the company had been hit hard by labour unrest in the Western Cape which had rocked the construction industry. This had delayed development projects and the firm's entire housing stock in the region had been depleted to meet demand.

Demmers said while the outlook for the second half was more optimistic with sales having picked up in recent months around the country, the company was concerned about the relatively high interest rates which made housing less affordable.

(33) CT (B2) 22/3/95

## Contractors to join forces

A new umbrella body of emerging and established employer organisations in the contracting sector of the construction industry is in the offing.

Organisations likely to join forces in the proposed confederation are the Building Industries Federation, the Federation of Civil Engineering Contractors, the National Association of Home-builders, the African Building Association, the National African Federation for the Building Industry and the National Black Contractors and Allied Trades Forum.

Ian Robinson, executive director of the Building Industries Federation, has been appointed to investigate the feasibility of establishing the organisation, which aims to unite the contracting sector in negotiations with government, consumers, suppliers and trade unions. — Maggie Rowley



## Pact likely to boost black builders

BY JO-ANNE COLLINGS

Gauteng branches of the South African National Civic Organisation (Sanco) and the National Building Contractors and Allied Trade Forums (Nabcat) have concluded a pact likely to boost the odds for black builders in the low-cost housing stakes.

"For the first time there is unity among emerging builders and organisations like Sanco," said Sanco regional president Ali Maziya. "Local government can now deal with this single body in redressing the backlog of housing and ensuring that black contractors are used."

(33) SAN 30/3/95  
Nabcat has lost little time in making this potentially beneficial pact — its Gauteng branch was formed only a week ago. It speaks for more than 400 individual builders organised into associations in seven sub-regions.

The Sanco-Nabcat pact essentially sets up channels of communication between the two groups. Sanco's constituents stand to benefit in terms of provisions on quality control, while Nabcat's members should gain from the commitment to jointly tackle the questions of training and creating conditions for small business to benefit from RDP projects.

# Talks to stop taxi violence

By Joshua Raboroko

HIGH-POWERED talks are to be held by transport owners, top Government officials and financial institutions next month to address the high level of taxi violence in the country.

President of the National African Federated Transport Organisation Mr Peter Rabali said violence, particularly in Soweto and the Northern Transvaal, was continuing unabated and threatening the entire taxi industry.

The ongoing conflict between the Soweto Taxi Association and Soweto Taxi Services has claimed the lives of many people and left commuters struggling daily for transport.

Rabali said several organisations, including taxi organisations, ministries of transport and labour, police and financial institutions, had been

requested to recommend ways of ending problems affecting the taxi industry.

These organisations had been sent documents to that effect.

Discussions in the documents include lack of rank facilities, safe dropping points, law enforcement, the price of petrol and labour relations between taxi drivers and owners.

Rabali said these aspects would be discussed at Nafto's two-day annual conference starting on May 18 in Johannesburg.

He said: "The violence in the taxi industry must come to an end. Our country cannot afford a continuation of these senseless killings and infinite rivalry."

President of the South African Black Taxi Association Mr Paradise Mahlangu said every violent incident diverted attention from the process of reconstruction and development.

# Cawu call on workers

By Bongani Mavuso

THE Construction and Allied Workers Union has urged members who were allegedly dismissed by Shoredits Construction to report at the union's offices in Pretoria at 8 am on Thursday.

Cawu secretary Mr J Rabothata said the workers were dismissed in September 1990. They are scheduled to appear in the Pretoria Industrial Court from April 20 to May 9.

Rabothata said about 1 200 workers were dismissed after going on a work stoppage because of retrenchments and harassment. "Our members have been without work since then. Their case was postponed on various occasions causing more hardships for our members and their families," he said.

Meanwhile, the National Union of Metal Workers of South Africa at the weekend said about 1 700 union members were dismissed by Iscor in Vereeniging after going on strike last week.

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LLEWELLYN JONES

# LTA trains future managers

BD 11/5/95 (33)

LTA has launched a development programme for its staff, costing in the region of R1,2m annually, which is expected to have far-reaching effects for the construction company.

LTA group MD Colin Campbell said yesterday the programme, in terms of which selected employees undergo management skills training, had been planned by the company for some time and was aimed at developing as many people as possible to face the chal-

lenge of management in the new SA.

The first part of the programme was recently launched at the Eskom Leadership Development Centre in Midrand. Fifty staff members were selected to take part in LTA's Henley Management Development Programme, run by the Graduate Institute of Management and Technology.

Campbell said it was

anticipated that the knowledge gained during the one-year course would provide the first step on the management development ladder for employees.

The course was divided into 10 modules grouped into four themes including the management of people, functional areas such as finance, marketing and information management, and self-management.

Campbell said the Hen-

ley Management Development Programme had been selected because of the structure of the course, which combined teaching with practical work. He stressed the need for self-discipline.

Institute director Andy Andrews said the programme's success was based largely on its structure. Rather than working with textbooks only, the

delegates used a combination of workbooks, audio and video tapes.

"While individual study is vital to successfully completing the programme, group or syndicated work — action learning — will ensure success," he said.

Campbell said the second part of the programme involved 32 LTA delegates at "the more senior management levels", and could be the first step towards an MBA for those candidates who wished to pursue their studies further.

**Training debacle**

FM 12/5/95

There is a serious shortage of experienced construction managers and supervisors — which could delay reconstruction and development projects and drive up the cost of skilled labour in the industry.

Bricklayers and other artisans can be

FINANCIAL MAIL • MAY • 12 • 1995 • 61

**PROPERTY**

trained relatively quickly. But managers and supervisors, who have to take responsibility for other people's work, generally need between five and 10 years' experience in the industry before they are competent.

In the short term, skilled labour and management shortages can be met by imports — many large construction companies are starting to recruit overseas.

But the Building Industries Federation of SA wants government to take long-term measures. It has been lobbying the Housing Department for increased training expenditure.

The number of students enrolling at, and graduating from, the Wits building and quantity surveying department is declining. It produced 40 graduates last year — half of what the number should have been to cope with the growing volume of work, says departmental head prof Ronnie Schloss.

He estimates 250 graduates should be produced nationally through SA's six universities which offer building management degrees. Last year's figure was 104.

Schloss says there are more job offers from construction companies than there are graduates. The Wits building management degree attracted only 45 new students, down even from last year's 52.

The department is to launch an awareness campaign through high school career guidance counsellors. It will stress the benefits of construction as a career choice — one of these being the plentiful employment opportunities in the industry.

Though overall numbers of graduates and

students have dwindled, the proportion of black students is rising. Among Wits' 40 building management graduates last year, only one was black. Nine of this year's intake of 45 were black.

Schloss says that provided there is political stability, government's RDP focus should ensure opportunities in construction for 20 years. Cyclical troughs will occur but he believes these will be less serious than in the past because of the long-term focus on housing and infrastructure.

He says government should make technical degrees more attractive by providing bursaries for building, civil engineering and quantity surveying degrees. ■

said.

### Third day of workers' strike

~~(32)~~ (33)  
DURBAN. - Construction workers stayed out for the third day at Alusaf's hillside aluminium smelter in Richard's Bay as management and workers met to try to end the strike.

■ Reports by Sapa-Reuter.

ARG 13/5/95

# Builders back ministry's call

DAN SIMON

ET 15/5/95

(33)

THE Building Industries Federation of SA (Bifsa) says it supports a Ministry of Public Works initiative to revise its roster of consultants in order to enable blacks to consult the government on future projects.

However, it said the ministry had to avoid what it termed "prescriptive measures or tokenism" as this could lead to a drop in standards.

Bifsa executive director Mr Ian Robinson said this on Friday following a recent announcement by the Minister of Public Works, Mr Jeff Radebe, that the issue of affirmative action had to be addressed when developing new criteria for the appointment of consultants to the government.

Firms would not be excluded provided they were committed to a human resource development programme which meant that at least 20% of staff had to be black, according to Mr Radebe.

# Gradual rise in building industry employment

BY MAGGIE ROWLEY

Employment levels in the building and construction industry, which dropped off sharply during the five-year recession, are gradually picking up.

Economist Johan Snyman of Medium Term Forecasting Associates in Stellenbosch said the latest figures provided by Central Statistical Service show that employment levels in the building industry rose by 10 000 to 212 000 between April and October last year.

"Levels have definitely picked up further since October and we estimate that there are now 214 000 people employed in the building industry countrywide."

However this, he said, was a far cry from an employment peak in 1982, when jobs in the industry totalled 290 000, 26 percent higher than today's level.

The construction industry, on the other hand, which comprises predominantly the civil engineering sector, had seen a further 1 000 jobs lost between April and October last year when there were 127 000 people employed.

However, Snyman estimates that this sector has now also turned the corner with about 130 000 people employed.

However, this too is well below the 1982 peak when the industry boasted 156 000 jobs, buoyed in particular by the construction of Sasol 2 and 3.

ET(BR)31/5/95 (33)  
The two sectors combined, he said, now employed around 344 000 people, down 23 percent from 1982.

Snyman said he expected the building industry to show real growth of around seven percent this year, followed by 11 percent next year as gross domestic fixed investment was expected to grow by 15 percent.

The construction industry however, he forecast, was unlikely to show real growth of more than three percent for the year, as the civil engineering sector was highly reliant on road and bridge construction, of which not much was seen at the moment.

However, he said, activity levels should pick up by a further

6 percent in real terms next year as township development in terms of the government's reconstruction and development programme gathers momentum.

This would bode well for further improvement in employment levels, he said.

Figures released last week by Central Statistical Service showed the value of building plans approved in the first quarter of the year was 34,5 percent higher in real terms at R1,28 billion over the corresponding period last year.

Snyman said that while this improvement had been off a low base as a result of election jitters in last year's first quarter, it should still translate into an increase in job opportunities.



## 'Building industry needs more graduates'

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1/6/95

By Mzimkulu Malunga

THE Reconstruction and Development Programme will fail unless more students enrol for building courses at universities, says head of Wits University Department of Building and Quantity Surveying Professor Ronnie Schloss.

"One of the biggest handicaps for the RDP is going to be at the level of management," he says.

Schloss says while it will be easy to find labour to do the manual work as the country reconstructs itself, it is going to be difficult to find people who can manage the programme.

Fuelling the fears of the building fraternity is the fact that only a trickle of black students enrol for courses such as building management and quantity surveying.

For instance, out of the last 24 graduates in building management from Wits, only one was black.

The country needs to produce an average of 250 graduates a year in order to cope with growing demands, but currently only about 80 graduates are produced.

"This is disturbing because everything revolves around construction," he says.

The RDP is not only about building houses, but also about putting up the country's entire infrastructure — including hospitals, schools and clinics.

Many townships experience severe shortages of basic necessities, such as schools, hospitals and roads. The RDP seeks to reverse this situation, but without enough skilled people it will be difficult.



Ronnie Schloss . . . the success of the RDP hinges on producing enough graduates in building management.

Schloss says most people associate the building industry with manual work, but are not aware of the management people driving construction work.

He says about R8 million is spent on construction every hour in South Africa.

### Migration of people

Adding to the fears in the construction industry is the fact that, due to the recession and political factors, there has been a substantial loss of people with building skills in the past few years.

In the past, the industry used to import people from abroad to address the shortfall, but because of the rand's low value against the leading currencies, South Africa is no longer attractive to expatriates.

In an attempt to raise awareness of

the importance of a career in building, universities are running a series of workshops in schools.

But in addition to this, there needs to be a concerted effort by universities and the industry at large to make people aware of the importance of building as a career, says Schloss.

Asked whether lack of finance could be one of the factors turning black students away from enrolling for building courses, Schloss says that most major construction companies, such as Murray and Roberts, LTA and the Building Industry Federation of South Africa finance those who intend to pursue a career in building.

To enrol for building related courses, a student needs a matric exemption with at least a C symbol in mathematics at standard grade.



## Talks at troubled mill in deadlock

TALKS to end conflict between workers and management at an Eastern Transvaal timber mill deadlocked yesterday, a Building, Construction and Allied Workers' Union spokesman said. *BD 15/6/75 (199)*

The Tritimco mill at Brondal near Nelspruit was the scene of shootings on Tuesday in which 84 people were injured when private security guards opened fire with birdshot.

Strikers yesterday gathered outside the mill to continue their protest and to await an agreement, the union's regional organiser, Emelon Khumalo, said.

The wages strike began on Friday

*(33)* last week *(33)* ~~PROPERTY~~  
"The mill is running at a quarter of capacity, but we should be back to full production by Monday," Tritimco spokesman Melg Weiman said.

Production losses and damage to property as a result of 43 fires set in company plantations on Friday could run to hundreds of thousands of rands, he said.

The union, however, said management had set the fires in order to implicate the strikers.

Workers and the security guards have given conflicting reports of stonings said to have occurred in Tuesday's incident. — Sapa.

# Building industry to launch safety and health forum

BY MAGGIE ROWLEY **33** 21/6/95 (BR)

A widespread initiative to improve safety standards in the construction industry — rated as one of the poorest safety performers with at least one fatality a month — is to be formally launched in August.

The latest statistics from the Building Industries' Federation of South Africa (Bifsa) show that while the average number of man-days lost per accident in the industry dropped from 22 in 1992 to 12 in 1993, the direct cost of injuries rose from R10 million to R14,5 million in the same period.

In 1993 there were almost 5 000 injuries recorded in the formal building industry alone, at an average cost of R2 530. Since then there has been an upswing in building activity and small and medium builders have begun to play an increasing role, especially in the provision of housing. This has brought with it a very real danger of a rise in the number of accidents and fatalities.

Now employers and employees have together accepted the challenge to improve the situation and have accepted a draft constitution for a national, fully representative health and safety organisation for the construction industry.

The initiative was spearheaded last year by Bifsa and the National Occupational Safety Association.

August 8 will see the formal launch and first annual general meeting of the construction industry occupational health and safety forum at Bifsa's headquarters in Midrand. The newly constituted forum, which is expected to sit twice a year, will be able to develop an overall safety policy for the construction industry and formulate specific health and safety standards.

All roleplayers in the industry will be invited to become members. Among organisations which already subscribe to the constitution are the Amalgamated Union of Building Trade Workers, the Building Construction and Allied Workers' Union, the Construction and Allied Workers' Union, the Electrical Contractors' Association, the Master Builders' Association, the National Association of Black Contractors and Allied Trades Forum, the SA Black Contractors' Assistance Programme, and the Federation of Civil Engineering Contractors.

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# Building dispute over retrenchments drags on

(33) (157)

BY JUSTICE MALALA  
LABOUR REPORTER

MAY 23/6/95

A week-old dispute between management and workers over the retrenchment of five temporary employees at two building sites in the Johannesburg city centre has led to losses of more than R1,4-million to the contractor — and the dispute is still unresolved.

More than 80 labourers employed by the LTA construction company at the nearly completed Reserve Bank building in Pritchard Street downed tools on Wednesday and were joined by their colleagues in Bank City in Jeppe Street yesterday.

LTA Building Transvaal joint managing director Rene van Hal said yesterday the company had obtained a court interdict, and papers had been handed to workers informing them that the strike was illegal.

He said the workers had been warned to return to work by noon today.

Construction and Allied Work-

ers' Union shop steward Alphabet Mphela said yesterday the workers felt that management had acted unfairly in retrenching the five because they could have been transferred to other sites.

"If the five workers are redundant here they could be transferred to other sites such as Bank City or others where LTA is contracted. But the management decided to handle the retrenchments alone and did not consult us.

"They have failed to listen to workers' demands and instead have forced us to embark on this action," he said.

The work stoppage at the two sites, whose contracts are worth more than R150-million, had by yesterday started spreading to other LTA sites.

Other affected sites so far are in Empire Road, Elandsfontein and Randburg, where workers downed tools and joined the congregated labourers at the Reserve Bank site over the past two days.

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# Building board to formalise prior skills

BY MAGGIE ROWLEY

PROPERTY EDITOR

The Building Industries Training Board has become the first private sector organisation to participate in a government drive to establish a national system for the recognition of prior learning.

Erwin Sonnendecker, the director of the board — the national training authority for the building industry — said a pilot project was under way in Bloemfontein.

As part of the pilot project, 200 candidates who worked as carpenters and bricklayers were being assisted in completing portfolios of their skills. In the next few weeks these skills would be assessed and the successful candidates would earn a formal qualification.

## Skills

He said the system was founded on the premise that many people acquired knowledge and skills outside a formal educational environment and that this experience was worthy of recognition by way of a formal qualification.

"Attaining a nationally recognised qualification, will enable people who have skills, but no recognised certification of these abilities, to improve their employment prospects.

"It is also likely to draw them into the existing national and regional training frameworks to improve existing skills as they pursue further qualifications."

Sonnendecker said the system had important implications for the country as a whole because it allowed people to build on what they already knew rather than hav-

ing to start at the bottom to acquire specific qualifications.

"This will result in faster delivery of properly qualified skilled workers into the economy — a process widely accepted as being vital to the success of the reconstruction and development programme," he said.

The system required a universally acceptable and applicable method of identifying and assessing skills and measuring them against specific occupational performance standards.

He said the development of the system was one of the objectives identified in the labour department's five-year plan published earlier this year.

"The National Training Board selected the building industry as the arena in which the local system could best be tested and developed, largely because it already has a highly functional competency based modular training progression ladder.

"Experiential evidence also suggested that there were large numbers of workers in this sector who performed skilled tasks without formal qualifications and who were thus prime candidates for (the system)."

He said the board had been charged with running the pilot project intended to deliver a sustainable system model that was recognised by workers, industry and government institutions.

The project was being undertaken in conjunction with international consultants.

If the pilot project proved successful, then the system would be implemented on a national scale from early next year.

(33) CT (BR) 20/7/95

**Black agents 'squander goodwill':** In spite of "an abundance of goodwill" by leading real estate companies to promote affirmative action, the response from black agents to join the industry in the former white areas has been "woefully weak", says Bryan Biehler, the joint managing director of De Huizemark. He has received numerous applications, but generally candidates have been unwilling to work for commission only and unable to survive financially until commissions flow in.

~~(18)~~ CT(MR) 26/9/95

## 'R200m a year needed for building industry training'

(33) ~~(18)~~ CT(MR) 26/9/95

An estimated R200 million a year — against the R25 million presently being spent — would have to be invested in training by the building industry to meet the country's need for housing, job creation and adult basic education, according to Ian Robinson, the executive director of the Building Industries Federation of South Africa.

Robinson said foreign aid was not required to fund more training centres and courses, but to provide more instructors and to make existing training more accessible.

"This is the message our organisation has taken to several international conferences as part of our drive to secure foreign aid for a training campaign which will benefit stakeholders in the construction industry."

He said that although many donor organisations and foreign governments were keen to help South Africa achieve the objectives of the reconstruction and development programme, they were uninformed about the areas in which their resources could be used.

He said a variety of excellent programmes, geared to local conditions and tailored to meet specific needs of the industry for semi-skilled, skilled and managerial trainees, already existed.

The limiting factor, however, was the lack of sufficient funding to put the required numbers of people through the courses.

He said the federation, with the Kagiso Trust, had secured more than R3 million of European Union funding for the training component of the Johannesburg Housing Association's multimillion rental accommodation scheme. — Staff Writer

# Builders unite to improve construction site safety

82/33  
9/8/95  
BY MANDLA MTHEMBU

The construction industry has established a forum aimed at creating a safer working environment for workers in the industry.

The Construction Industry Health and Safety Forum (CIHSF) was launched in Midrand yesterday by employers and workers. CIHSF spokesman Ray Strydom said the forum would develop a safety plan for the industry to formulate and monitor safety standards.

"This would help eliminate accidents at work and occupational diseases which cause loss of life, limb or property."

At present, occupational accidents cause at least one fatality a month and cost the country at least R50-million annually.

"In 1993, there were almost 5 000 injuries recorded in the formal building industry alone, at an average cost of R2 530 each, Strydom said.

He said the growth in building activity — especially among self-

employed builders and small construction enterprises involved in the provision of houses — has made the need for training more important.

"This has posed a real danger of a rise of accidents and fatalities," he said. "A training programme focused on social infrastructures outside the workplace would help prevent health and safety-related risks on the job."

Among other organisations included in the forum are the Building Industries Federation; the National Occupational Safety Association; the Amalgamated Union of Building Trade Workers; the Building Construction and Allied Workers Union; the Building Industries Association; the Construction and Allied Workers Union; the Electrical Contractors Association; the Federated Employers Mutual Assurance Company; the Master Builders Association; the National Association of Black Contractors Assistance Programme; and the Federation of Civil Engineering Contractors.

# Directors get 33% pay rise

(33)  
BY ANDY DUFFY

STAFF WRITER

CT(BR) 10/8/95  
Stocks & Stocks gave top directors a total 33 percent pay rise last year, according to the construction group's year-end accounts.

Though the accounts do not split pay between directors, they show the board — led by Reg Edwards, the chairman, and Bart Dorrestein, the chief executive — has received R5,7 million for the year, against R4,3 million last year.

The rise equalled the increase in payouts to the group's shareholders, with the year-end dividend rising from 9c to 12c.

But there has been little obvious link between shareholder and board payouts in recent years.

Annual board pay rises have varied from 17,4 percent to 54 percent since 1990, while dividends for the three years to 1993 were stuck at 7c. Board changes led to a 76 percent wage increase for the board between 1992 and 1993.

Johan van Vuuren, the group finance director, said yesterday that this year's increase was due in part to Derri Farenham, previously based in the United States, being taken into the South African board headcount. Without this, average salaries had only risen 18 percent to R641 000.

"We don't have a policy which says we'll limit increases to a particular percentage," Van Vuuren said.

"Performance bonuses usually reflect changes in the performance of underlying subsidiaries that the directors are responsible for. To that extent, it may be skewed."

Remuneration levels had previously been decided by Van Vuuren, Edwards and Dorrestein.

But the group would establish a remuneration committee this year, in line with the King committee's recommendations on corporate governance.

Stocks lifted attributable earnings 40 percent to R39 million for the year to April.

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# Retrenchments cost group nearly R3m<sup>(33)</sup>

Adrienne Gillomeo

REORGANISATION helped construction group Basil Read cut its attributable loss for the first six months of the year to R8,8m. This compared with the previous half-year loss of R9,2m.

The group attributed the continued losses to retrenchment costs of R2,9m, while bad debts on two contracts in the opencast division amounted to R5m. Loss a share amounted to 20c (35,2c).

Turnover decreased by R37,4m or 22% to R169,4m.

Management said the group had secured 87% of its budgeted turnover for the year and had made a construction profit of R4,2m.

Substantial savings were

60 15 18 195  
expected as a result of the restructuring and the sale of unproductive assets, divisions and companies. A reconstituted management team, consisting of SA and French personnel, was also in place.

During the first six months of the year, the group sold its underground and trackwork division and Waste Flow, which brought in R2,7m.

For the 18-month period ending December 1994, the group recorded a net loss of R28,3m, which amounted to a loss of 110,5c a share.

French construction group Bouygues, which owns 51% of Basil Read, announced it had decided to effect a recapitalisation of the group and that an application would be made to the JSE.



## Expert warns on danger of substandard equipment

Rene Grawitzky

(33)

17/8/95

(213)

OCCUPATIONAL safety across all sectors and the use and supply of substandard safety equipment should be brought to light in the wake of the Vaal Reefs disaster, a manufacturer and distributor of Personal Protection Equipment Ron Anderson said yesterday.

Anderson said suppliers of substandard equipment either chose to ignore the SA Bureau of Standards or were indifferent to the consequences for the worker who used the substandard safety products.

He said "the SABS and the department of labour should be responsible for the policing of this industry, but unfortunately there are not enough inspectors to inspect all potential infringements."

Anderson said there were a lot of well-qualified professionals in the safety equipment industry — but there are "certain customers and suppliers who will ultimately give health and safety professionals a bad name because saving money is more important than somebody's wellbeing."

Anderson said the Occupational Health and Safety Act would be ineffective if workers' health and safety were at risk because of the use of substandard safety equipment, or if they were not properly educated on how to use the product.

Meanwhile, the Construction Industry Health and Safety Forum was launched last week and included representation from both unions and employers operating in the industry.

The forum has appointed a number of subcommittees to deal with safety training, the promotion of occupational health and safety, and publications and promotional material.

CT 18/2/95

## Small rise in employment

~~2/3~~

33

PRETORIA: Employment in the manufacturing industry increased by 0,6% and in the construction industries by 1,8% from January to February this year, Central Statistical Services reported yesterday.

The manufacturing sector gained 8 552 workers between January and February and 6 394 more workers were employed in the construction sector.

Sapa, Special Correspondent

# Bifsa affirmative action challenge

Robyn Chalmers

WILDERNESS — The construction industry had to move swiftly to implement affirmative action — a responsibility it had sorely neglected, Institute of Personnel Management president Johannes Magwaza said yesterday.

Magwaza delivered a strong message to delegates attending the Building Industries Federation of SA (Bifsa) congress, saying they would face a social revolution if they did not take affirmative action seriously.

He also took Bifsa to task for the lack of black representation at its congress, saying that if this did not change by next year, it would not have lived up to its responsibilities. "The construction industry is one of the few in SA that has the training capacity, the funding ability and the captive audience to implement affirmative action policies which will have an impact in a relatively short space of time.

Magwaza said there were solid reasons why affirmative action had to succeed in SA, including political imperatives whereby black people demanded social restructuring before the next general

election. Should there have been no progress by 1999, SA could be faced with a revolution.

On a business level, companies would not prosper if white businessmen were the only ones to benefit from a company's success. Black people could also assist in opening doors.

Magwaza said business should implement set targets and stick to them. Should they not meet these after a specified period, government could legislate with quotas.

Labour ministry advisor David Lewis put in a strong plea, saying it was important that the construction sector contribute to the presidential commission investigating the development of comprehensive labour market policy.

Lewis, who is commission co-chairman, said that the limited time the commission had meant it would have to get submissions from relevant associations.

"Although we are hoping to get an extension from the Labour Ministry, at present we have until the middle of next year to complete this enormously complex task and I appeal to Bifsa to put in a formal submission as soon as possible," he said.

# SA building industry's heavy toll

By ADRIAN HADLAND

Shocking statistics indicate South Africa's construction industry is one of the most dangerous in the world, with an average of 80 workers injured in the sector every working day.

Calling for a more humane attitude to the health and safety of the country's workforce, Labour Minister Tito Mboweni said more than 1,6-million work-days were lost in the construction industry every year due to accidents.

Every working day in the sector, one worker was killed, four were permanently disabled, 33 were temporarily disabled and 44 received medical assistance, he told the Federated Employers' Mutual in an address this week.

"Statistics indicate that South Africa's record of fatalities in the construction industry is among the highest in the world," Mboweni said.

To put the figures in context, he pointed out that for every day worked in 1990, almost 7 000 days were lost as a result of accidents. In this time, a team of two masons and three assistants

*Star 18/11/95*  
could have laid the brickwork for about 220 915 low income houses.

Aside from the human cost implied in such statistics, "the opportunity costs related to lost working days is a cost we cannot afford".

Mboweni said the recent formation of an Occupational health and safety Forum in the construction industry, which among other initiatives intended to launch a major awareness and motivation programme, was to be welcomed.

"It is encouraging that the construction industry is taking initiatives to address the critical situation they are facing."

A far more professional and humane attitude needed to be adopted in general, however, towards the health and safety of South Africa's workforce, he said.

Recent statistics indicate that almost 200 000 accidents were reported nationwide in 1993. Of these, 47% featured severe damage to or loss of fingers.

TO PAGE 2

## ◆ Building toll

*Star 18/11/95*  
Thereafter, 12% of injuries were sustained to legs and 8% were head injuries, while 6% were inflicted on arms or trunks. Hands were damaged in 5% of accidents while eyes (4%), feet (3%) and toes (3%) made up the bulk of the rest.

Mboweni warned that "unless the accident rate in our country is reduced, the result will be increased assessment rates, larger premiums paid by employers and a reduction in merit rebate payments".

The labour ministry was currently looking into the formulation of a coherent and unified national policy on occupational health and safety, he said in his address.

It was expected that legislation would be tabled in Parliament next year to establish a national occupational health and safety council or agency, he said.

# Workers get 12,2pc increase

**By Joe Mdhlela**  
Political Reporter

THE Black Allied Mining and Construction Workers Union has reached a wage settlement with the Anglo Alpha-Ulco Works in Northern Cape, acting general secretary of the union Mr Chris Mashodi said yesterday.

The parties have agreed to a 12,2 percent wage increase across the board. The settlement puts the minimum wage for workers in the plant at R1 907 with effect from January, up

from R1 550. In addition, the company has increased the shift allowance to 12 per cent for all shift workers.

Housing loans have also been increased to a maximum of R20 000.

"This loan facility is over and above the Alexander Forbes home plan loan workers are currently enjoying," Mashodi said.

He said the company has also agreed to subsidise bond repayments for all workers.

"We are pleased with the settlement, and see it as a good deal for the

workers," he said.

Meanwhile, Bamcwu has expressed deep concern about three miners who were killed at the Messina Diamond Mines near Warrenton last week.

Mashodi said the union was concerned about the safety practices within the industry.

"Bamcwu is terribly disturbed by the health and safety situation at the Messina mine. We will do everything to ensure that the safety and wellbeing of our colleagues in the mining sector are assured," he said.

*Sowetan 24/11/95*

New concepts  
will be tested

Business Day Reporter

THE estate agency industry was in a state of flux, and there could be continuing rapid changes in the foreseeable future, Institute of Realtors of SA (IRSA) president Des Nish said.

"Over the past few years we have seen the introduction of a number of new concepts like buyer's mandate, 100% commission, 2% commission and sales by owners. Many of these will have to be tested and, where necessary, adapted to suit local conditions," Nish said.

There had been some suggestion IRSA should become involved in adapting these concepts to the local market, but Nish said IRSA needed to be impartial in its analysis of these options, and in its advice to members of the institute.

"While one has to ensure consumers are protected against misrepresentation, one cannot dictate what should and what should not be allowed. Products which offer the consumer the best service and those giving agencies the best form of administration will succeed."

# Builders' training courses 'a priority'

BD 29/11/95

(33)

Business Day Reporter

TRAINING courses aimed at overcoming the dearth of project, financial and management skills among emerging builders should receive the highest priority at government level to ensure the delivery of reconstruction and development projects, said Association of SA Quantity Surveyors president Barry Probert.

"Training in SA has been focused virtually exclusively on hands-on skills which has provided us with a reservoir of people conversant with the physical aspects of the construction process."

The problem occurred between the actual building process and the delivery of the finished product to the required standards. Quantity surveyors in all nine provinces would have to assist, in conjunction with members of the other construction-related professions, and emerging builders in the management of projects from schools and clinics to government offices.

He said in most cases quantity surveyors had worked outside their project briefs in providing such assistance, and occasionally had found themselves in volatile situations when builders had insufficient funds to pay their suppliers and labour due to poor planning.

"One possible solution to the lack of business management and financial skills is to offer to other training institutions across the country the course being developed by the Centre

for Construction Entrepreneurs."

The centre was run under the auspices of Free State University, with the support of the quantity surveyors' association and other organisations.

Probert said the association had realised a decade ago that the provision of manual skills training was far outstripping the provision of building management skills for emerging entrepreneurs. Universities and technicians had launched courses on extremely limited budgets to fill this gap.

The centre had been the most successful venture in this sphere and the association was keen to see other institutions follow the same route.

Fifty-two students received certificates last month, bringing to 300 the number of "emerging builders" to have completed courses at various levels. Courses were aimed at newcomers to the industry, semi-skilled workers and construction engineers.

Subjects ranged from building technology and elementary management to site management and control, as well as quality management, contract documentation, tendering procedures, business management, and time and cost management.

Last year the centre launched a two-year course aimed at foremen, site managers and office staff of established construction firms. It was also investigating the possibility of Free State University giving successful students credits towards a formal degree.

# Skills training a must by Goyt

By Isaac Moledi

THE Government should give top priority to training courses that will empower emerging builders with financial and management skills, says Association of South African Quantity Surveyors (ASAQS) president Barry Probert.

Probert says the speedy delivery of the RDP can be assured if emerging builders are trained in financial management.

The training in South Africa has been focused virtually on "hands on" skills, which has provided South Africans with a reservoir of people conversant with the physical aspects of the construction process.

The critical problem lies between the actual building process and the delivery of the finished product to the required standards, he says.

He urged quantity surveyors in all nine provinces to step in, along with members of other professions, to assist emerging builders in the management of projects ranging from schools to clinics and government offices.

"A possible solution to the lack of business management and financial skills is to offer training institutions courses developed by the Centre for Construction Entrepreneurs.

"The CCE runs under the auspices of the University of the Free State, with the support of the ASAQS and other organisations," he points out.

Probert says ASAQS realised more than ten years ago that the provision of

**RDP can be  
assuring if emerging  
builders are trained  
in financial  
management**

manual skills training in the construction industry was far outstripping the provision of building management skills for emerging entrepreneurs. He says although the CCE is by far the most successful venture in running these courses, universities and technikons around the country have launched courses, on extremely limited budgets, to fill the gap.

"ASAQS is keen to see other tertiary institutions follow CCE's formula."

So far, 52 students received their certificates from the CCE in October, bringing to 300 the total number of emerging builders to have completed the courses at various levels.

Probert says the CCE last year launched a two-year certificate course aimed at foremen, site managers and office staff of established construction firms and is presently investigating the possibility of the university giving those who have completed the two-year semi-formal certificate course credit towards a formal degree

*Sowetan 30/11/95*

# Employment levels rise in building sector

33  
CT (BR) S 1/12/95  
By ROY COKAYNE

Pretoria — The building industry in the Transvaal shed the shackles of the recession this year to register a 19 percent growth in employment.

Wynand Stapelberg, the general secretary of the industrial council for the building industry in the Transvaal, said this was only the second time in the past seven years that the industry had registered an increase in employment.

He said the growth in employment was based on the weekly contributions purchased by companies on behalf of their employees.

But Stapelberg said although there had been an increase in the number of workers, the average number of weeks worked by every worker was lower.

Last year, after many lean years, the industry showed the first signs of revival with employment rising 3,3 percent.

## Bonus

The building industry closes for its traditional month-long break on Friday, and Stapelberg said 35 929 workers would receive R29,3 million in holiday pay and bonuses.

Last year, 28 929 workers received R23,2 million in holiday pay and bonuses, a far cry from the 59 259 who were paid it in 1990.

Stapelberg said in terms of an agreement reached with the unions recently, all categories of workers from next year would receive bonuses. Up until now, only skilled workers received bonuses.

The turnaround in unemployment benefits paid out by the stabilisation fund of the industrial council continued during the year.

Stapelberg said the fund paid out R219,000 to 245 workers.

Last year about 400 skilled and semi-skilled workers in the Transvaal building industry had registered as unemployed and received almost R300 000 in unemployment benefits, while 1 310 employees received R1,5 million in 1993.



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# Builders to recognise previous experience

CT (MR) 7/12/95 (33)  
By MAGGIE ROWLEY

Cape Town — The building industry will recognise previous experience in the industry from next year — a move expected to benefit millions of disadvantaged people.

This follows the success of a pilot project to recognise previous learning implemented in Bloemfontein earlier this year.

Erwin Sonnendecker, a director of the Building Industries Training Board, which was charged with developing a sustainable, effective recognition of previous learning that was recognised by workers, employers and government institutions, said the new projects would be launched in the rest of the country early next year.

Recognition of previous learning, which is widely practised in the United States and Britain, and rapidly gaining ground in other countries, has been introduced to South Africa fairly recently.

The process enables people of all ages and backgrounds to receive credit for knowledge, experience and skills acquired outside the classroom.

It acknowledges that learning, no matter how, when or where acquired, is worthy of recognition.

Sonnendecker said the recognition of previous learning had particular relevance for South Africa because of the large number of people who were unemployed or underemployed because their skills were acquired outside the formal

education and training environment, and not formally certified.

"It is recognised in the National Training Strategy Initiative outline as a key strategy for harnessing the country's human resources and is a cornerstone of the ministry of labour's five-year plan."

He said the success of the pilot project and the consequent implementation of recognition of previous learning on a national scale was likely to have a significant effect on the lives of educationally disadvantaged workers.

The National Training Board estimated that between 4 and 5 million South Africans would benefit from the process.

He said: "In practical terms it will mean they could attain a nationally recognised qualification which would immediately improve their employment prospects."

"In most cases they would be drawn into the existing national and regional training frameworks to add to existing skills as they pursued further qualifications."

He said recognition of previous learning had important implications for the country because it allowed people to build on what they already knew rather than having to start at the bottom to acquire a qualification.

"This will result in faster delivery of properly qualified skilled workers into the economy which is regarded as being vital for the reconstruction and development programme to succeed."

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# Black builders get raw deal, want to take tough action

Star 30/12/95  
By TFO MOTHIBELI

(33)

Black building contractors in the Vaal Triangle expressed disappointment this week at the failure of the provincial housing department to halt the tendering process for new development projects in the area's townships.

The Land Developers and Builders Organisation (Ladebo) has declared 1996 a year of action during which they will "employ all the resources at our disposal to make our Government listen to us".

The organisation wants black contractors to be given a chance to develop townships on their own without help from their white counterparts, whom they feel have held an unfair monopoly for a long time.

"Demanding to develop these areas on our own is not necessarily intended to reverse apartheid, but is an attempt to empower our own communities," the organisation's chairman Bricks Mokolo said.

Last month, housing and local government spokesman Thabang Mamoyane said the Government could not accede to Ladebo's demands and urged the black contractors to enter the tendering processes as this was the only way things could be done fairly.

"We totally reject that suggestion because it means we will be supporting the old, unacceptable method of doing things. We voted for a new government believing that they are going to do things differently from the old order," added Mokolo.

He said white contractors always stood a better chance in the tendering process because of the strong financial muscle they had built up over the years. The whites also had easy access to credit that most blacks were denied, and blacks faced insurmountable red tape.

Mokolo said Ladebo had resolved that none of its members would participate in any tendering processes. "All that we ask for is a chance to help our Government deliver on its promises, especially (with regard to) housing."

CONSTRUCTION - LABOUR

1996-1999

invested over three months, while for the sake of the company.

## Training programme for 2 000 people on site of new toll road

(33) CT(BA) 12/1/96  
A training programme is under way on the site of the largest road contract ever awarded in South Africa — the R500 million, 122 km section of the N1 toll road from Warmbaths to Pietersburg.

The South African Road Board awarded the financing, construction and maintenance of the road to Northern Toll Road Construction — a joint venture between LTA and Murray & Roberts. The actual construction is being undertaken as a sub-contract by LMG, a joint venture between LTA, Murray & Roberts and Grinaker Construction.

The contractor has committed to award contracts worth R50 million to emerging businesses, to provide formal training for about 2 000 people. LMG project manager Eugene Erasmus said 53 contracts, plant hire and supply orders valued at more

than R35 million, had been awarded by the end of last November.

"The success of this programme could well result in the RDP portion of the contract exceeding the stipulated R50 million by contract completion in July 1997."

To date, emerging business has been involved in activities such as fencing, installation of gabions and sub-soil drains, and the construction of cross roads.

LMG's training school, run in conjunction with the Civil Engineering Industry Training Scheme, employs four full-time multilingual instructors. It is based at LMG's site offices in Potgietersrus, and offers 25 different courses — with the capacity for 20 to 30 trainees a week. By the end of November last year a total of 452 trainee certificates had been issued.

ARTICLE

# Unregistered contractors will be left out in the cold

BD 17/1/96

(33)

**Robyn Chalmers**

**BUILDING** contractors who have not registered with the National Home Builders' Registration Council by the end of this month will find themselves cut out of the loop when it comes to finance, contracts and subsidies.

Council MD Peter Allsopp said yesterday that mortgage lenders would no longer extend finance for mortgages to unregistered contractors after February 1 — although the council would continue to register contractors after that date.

"Unregistered contractors are also unlikely to get onto the tender lists of large employer bodies, such as Transnet, for the construction of employee housing. Some provincial housing boards will only approve credit-linked subsidies to contractors who are registered.

"All in all, therefore, those

who are not registered are likely to suffer unless they are in a cash-only business," he said.

Allsopp said the 600 building contractors who had registered to date were broadly representative of the construction industry, with more than 85% being small and medium-sized.

"There are no statistics on the size of the construction industry, so we have no idea as to how many contractors are out there and unregistered.

"A list of registered contractors who qualify for the registration will be available to consumers. It is, therefore, in the interests of developers, estate agents, property professionals and general housing contractors to register," he said.

The council was put in place last year as a negotiated deal between the construction industry, banks and the housing ministry to protect consumers

against unscrupulous builders and shoddy workmanship.

A development compact had been introduced to assist emerging building contractors to be trained in accordance with the council's requirements. The programme covered a range of subjects from the practical aspect of building to basic business and management principles.

Commenting on the delay in providing housing for the lower income groups, Allsopp said one of the reasons was the reluctance on the part of banks to grant loans for fear of non-payment. "With the establishment of the council, banks should be reassured that they are dealing with proven professional contractors and be more comfortable in granting housing loans.

"Hopefully 1996 will see a rebirth of the building industry and an escalation of the low-cost housing programme," he said.

**Fewer miners and construction workers:** Between

August 1994 and August last year the number of miners decreased by 2,0 percent, the Central Statistical Service said yesterday. The total number of miners decreased by 1,1 percent from June 1994 to July last year, and by 0,01 percent from July to August. Construction workers decreased by 2,6 percent from August 1994 to September last year.

21

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CTRB 23/2/96

Robyn Chalmers

ALMOST 22 000 workers had left the construction industry last year due to a lack of new infrastructure investment and poor low cost housing activity, industry sources said.

Central Statistical Service (CSS) figures showed the number of construction workers dropped 6% to 345 148 in the year to October 1995.

Average salaries and wages increased 17,8% to R1 743 a month at current prices. Industry spokesmen expressed concern, saying that skills levels would be squeezed once the RDP was up and running.

CSS figures indicated that workers involved in building fell 6,6% to 197 898 in the year to

## Building industry loses workers

October. Those in civil engineering dropped 5,4% to 119 951.

The latest survey on the construction industry from Stellenbosch University's Bureau of Economic Research said that between 43% and 59% of residential contractors were finding it difficult to recruit skilled workers while between 37% and 50% of subcontractors had difficulty recruiting artisans and foremen. In the non-residential sector, the survey showed that about 57% of contractors and 41% of subcontractors reported serious to slight shortages of artisans, and 55% of contractors and 22% of subcontrac-

tors reported shortages of foremen.

Building Industries' Federation of SA executive director Ian Robinson said recently more funds needed to be pumped into training facilities if the industry was to gear up to meet the needs of the RDP.

Association of SA Quantity Surveyors president Barry Probert said skills levels must be boosted, particularly in the field of emerging contractors.

Probert said contractors had to become competent in the management of project variables such as finances and quality.

Training should be

available through government and private sector-supported centres throughout SA.

However, Group Five chairman Theunis Kotzee said the private sector companies were unlikely to boost their training budgets until sufficient work via the RDP materialised.

(33) BD 14/3/96

# Bamcwu resolves to support strike

*Sowetan 29/4/96*

**By Mokgadi Pela**

THE Building Allied Mining and Construction Workers Union (Bamcwu) resolved at its congress in Johannesburg over the weekend to support tomorrow's strike by Cosatu.

The congress, attended by over 500 delegates from all parts of the country, said it was unacceptable for employers to have the right to lock-out workers in the event of a strike.

Bamcwu said the looming 14 cents hike in the price of petrol was bad news for the workers. "Workers should once again realise that they are on their own and must use their collective power to frustrate the system of racism and capitalism which keeps them in bondage," the union said.

Bamcwu also dropped the word black from its name to include all races. "We have had endless requests

from all races to join Bamcwu and we've had to consider their request seriously," newly elected secretary-general Mr Sebetso Mashodi said in an interview with *Sowetan* yesterday.

In his speech to the congress, founder of the union Mr Pandelani Nefolovhodwe said drastic changes were needed to ensure that affirmative action took off in the labour field. "The culture of business cannot remain white for ever."

Affirmative action should not be dictated by the white establishments rather it should be on terms laid down by those who wish to be developed and empowered," Nefolovhodwe said.

In his acceptance speech, Bamcwu president Mr Jan Moruti called on workers to continue the struggle until final victory. He said the support for the strike will be communicated to Cosatu in a letter to be sent today.



# Building industry's quarterly labour costs rise, but off last year's peak

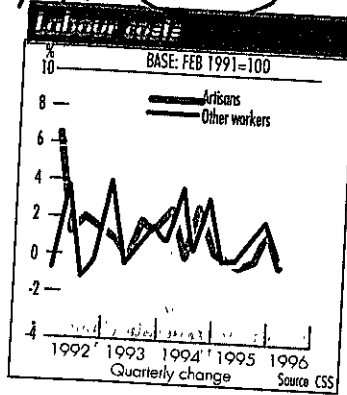
By Françoise Botha

CT (BR) 7/5/96 (33)

Cape Town — Labour costs in the building industry continued to increase during the quarter to February 29, but were off the peak reported last year, provisional figures released yesterday by the Central Statistical Service showed.

The national index of labour costs showed a quarterly increase of 0,7 percent from November to February, marking a downward trend from the more than 2 percent peak reported between August and October last year.

Over the past two quarters, labour costs for plant operators and labourers had moved in tandem, although the increase in other workers' costs outstripped those of artisans.



The index over the last quarter showed that artisans' wages and fringe benefits had increased 0,3 percent and those for other workers had risen 0,8 percent.

The remuneration covered wage rates for ordinary hours

worked, but the figures excluded overtime, contributions to pension funds and medical aid and all bonuses.

The figures, which were taken from a sample survey, covered private contractors and subcontractors in the building, painting, decorating, plumbing and electrical contracting industries.

Electricians and plumbers remained the highest paid, at R20,60 and R17,67 an hour respectively for the quarter.

The highest increases were reported by plumbers at 5,4 percent, plant operators at 4,2 percent and painters and plasterers at 4,1 percent.

Learner artisans, who earned R9,04 an hour, received the lowest increase of 0,1 percent.

# M&R proves to all that South Africa

South Africa's labour force, often criticised for its low productivity, can achieve world-class outputs, provided it is properly managed and empowered.

Brian Bruce, a director of Murray & Roberts Contractors Holdings, says his group has proved on more than one project that empowerment and decision-sharing, training and improvement by management "can work miracles with South Africa's workforce".

Among the projects to which Bruce refers are Alusaf and Columbus.

"There is a gap between the demand for certain beneficial materials and what South Africa is in fact producing."

"I believe that projects such as Alusaf, Columbus and Saldanha are simply the forerunners of what

could be a massive industrial explosion in South Africa — provided we and others harness the expertise that is available.

"This is especially necessary at present because of the high level of unemployment, which could wreck any economic revival."

Bruce is a strong believer that the government and the private sector must work together to achieve dynamic economic growth. Unlike most, he has matched action to words.

M&R's design and project management division, for which he is responsible, is creating teams to help government departments speed up the delivery of public works programmes.

As a first step, the group has eight managers working with government departments.

"We foresee government departments becoming less reliant on their own staffs and, in a way similar to the joint ventures we have undertaken, entering into partnerships with private enterprise.

"This public works assistance effort may be one of the most important steps we have ever taken at M&R. It is one from which the entire country could benefit."

M&R's experience in domestic and international joint ventures is clearly invaluable in achieving such goals.

The joint venture concept, says Bruce, goes back a long way in M&R. Recently, the M&R board concluded that it would be necessary for the group to expand its traditional role from that of contractor-manufacturer-supplier to one in which it also became the

initiator, facilitator and developer of important projects.

"Almost since its inception in 1902 as a building and civil engineering contractor, M&R has looked for diversification opportunities. It has time and again not only pioneered new construction methods but has set up companies in new activities ranging from brick, asphalt, stone and cement production and the sinking of mine shafts to the manufacture of car components and valves," he says.

"The recently formed design and project management division represents a departure from that strategy. This division is not in the diversification or acquisition business. Rather, it is primarily a manager of technology. Its goal is to identify and respond to needs, to set up project management and design teams, to find finance, and then control the project, sometimes on a turnkey basis.

"We bring together the technical skills for new projects and manage the construction process so as to meet budgets and programmes. This is a big step away from simply contracting."

"The division's aim is to coordinate and expand the design and project management skills in the group so that we become known internationally as the sort of group that can get any kind of project off the ground."

Bruce, the chief executive of this new division, says the rewards for this type of activity can be far greater than those reaped by simply carrying out the work.

The results have been dramatic. Last year, the design and project management division was associated with capital expenditure projects worth R4 billion, generating revenues of R250 million for the company.

The division, Bruce points out, is constantly harnessing the experience of the more than 50 specialist companies in the M&R group.

"We are using this expertise to become the initiators of projects, like any other of the really big proactive groups in South Africa today. An important benefit of being part of a large group (M&R's turnover is R10 billion a year) is that we do not have to think small; we have the muscle to get involved with mega-projects, which could make a significant

difference."

How do the joint ventures he referred to enter the picture?

"The skills within the group give us a solid base from which to venture forth. But we realise that on many projects we have to team up with others who can supply specialist knowledge we don't have. The key to our future success lies not only in having certain expertise ourselves but in being able to access other expertise."

In most cases, he adds, M&R's philosophy is that the group providing the expertise, or the contractor carrying it out, will become joint venture partners with M&R.

"We have found that once the joint venture concept is understood, it is not difficult to find partners who can benefit from our skills and from whom we, in turn, can learn a great deal. Our policy is one of complete openness. Whatever expertise we possess we are prepared to pass on to our partners once the deal is signed and vice versa."

The most obvious skills M&R has to offer are in industrial and process engineering, coastal and marine engineering, mining and minerals beneficiation, and public works programmes.

Bruce's division has joint ventures in Malaysia, Hong Kong, Thailand, Indonesia, India and Australia.

A good example is a R600 million joint venture project to provide the fuel supply facility to Hong Kong's new airport at Chek Lap Kok.

Much of the work done to date has been beyond South Africa's borders, but Bruce insists that his sights are still set firmly on the South African market.

"Shortly after the formation of the design and project management division, we commissioned research into South Africa's resources in an endeavour to find out where we could be most useful as a facilitator of projects.

"The report that resulted revealed there is a large gap between world demand for certain commodity-based products and what is available in South Africa. The fast-growing Asian economies in particular are in a position to take far more beneficial products from South Africa.

"The further processing of South African products and value-added enterprises is the key to South Africa's future.

"South Africa's cheap power, plentiful, and competitive labour

## SPIRA INTERVIEW



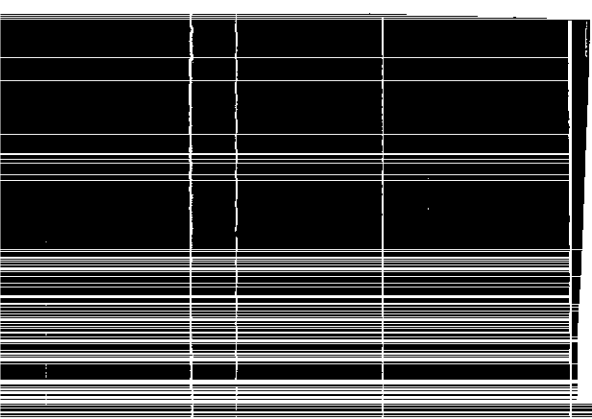
By JOHN SPIRA

*'Empowerment, and training can work miracles with South Africa's workforce'*

and depreciated currency place it in a strong position not only to process more of its own materials but to import and beneficiate those of other countries."

Bruce cites projects at Saldanha and Richards Bay as examples and reveals that M&R is investigating a

similar development in the Eastern Province, where the design and project management division is assisting Gencor with a feasibility study into a zinc smelter. It is also involved in a feasibility study for an aluminium smelter in Mozambique.



Number of unemployed (1) living in households categorised by Household employment rate(2) and Household expenditure quintile, former South African territory

Household employment rate	Expenditure quintile					All
	Lowest	Second	Third	Fourth	Highest	
0	154500	134100	130500	89800	35600	544400
1 - 20	19700	14800	6500	21200	5400	67500
21 - 40	25500	78200	71200	126900	50600	352400
41 - 60	53300	85600	142500			
61 - 80	103					
81 +	82					
Total	2715					

*can labour can excel*  
 (33) et (BR) 1/7/96

Bruce, 46, was determined to become an engineer when he completed his schooling.

He joined what was then Murray and Stewart (Eastern Province) as a wage clerk when he realised it would improve his chances for obtaining a bursary.

The bursary was duly awarded and he qualified as a civil engineer at Cape Town University.

In his 20s and early 30s he headed up such large projects as the Garden Route bridges and the Richards Bay marine outfall, both of which are still considered world-class engineering feats.

At present 120th in the global contracting rankings, it aims to elevate itself into the top 50 by 2000.

If Bruce's dreams materialise, it will get there ahead of schedule.



**PROPER MANAGEMENT** Brian Bruce, a director of Murray & Roberts Contractors Holdings

PHOTO JOHN WOODROOF

Notes:

- (1) As "une work or
- (2) "Househc, potentially

# Building injuries rocket in 1994

By Roy Cokayne

Pretoria — Injuries in the building industry more than doubled between 1993 and 1994, according to the latest statistical yearbook of the Building Industries Federation of South Africa (Bifsa).

The ratio of the number of injuries to the number employed jumped from 3 percent to more than 6 percent in the period.

Ray Strydom, a safety management consultant to Bifsa, said these figures were based on compensation insurance claims and were more accurate than accident statistics provided by the regions.

According to the regional accident statistics, the building industry employed 332 622 in 1994 and recorded 6 554 injuries, including 16 fatalities.

The report said that 74 559 man-days were lost because of injuries at an average cost of R2 336 an injury.

Bifsa said the injury rate had been rising since 1991. Though

CT (M) 9/7/96 (33)  
there were fewer fatalities in 1994, the "all injuries" category rose sharply.

"The poor standard of scaffolding, formwork and edge protection, both in excavations and at heights, contributes greatly to the poor record of injuries in the industry," Bifsa said.

"The use of poor-quality scaffold components, especially scaffold boards, and poor erection methods and the use of totally inadequate edge protection are, compared to some other required preventative measures, fairly simple and straightforward to eliminate and improve upon.

"As the housing and other RDP-related building activities increase, and the high cost of accident and medical costs rise, accidents and injuries are becoming less and less affordable and the training of all echelons of workers, from supervision to labour, in the basic methods of working safely is more and more an urgent necessity.

"This warning has been sounded loud and clear for a number of years, but has not, generally, been heeded by the building industry.

"It still has an extremely poor record in the equipping of its most valuable resource. It is hoped that this will change before it is too late," Bifsa said.

The report said that hands and feet were the parts of the body most injured, showing that workers required training in manual handling, the correct use of hand tools and the wearing of the necessary protective clothing.

The economy was expected to grow by between 3,5 percent and 4 percent this year, which would increase investment in buildings.

Tourism and the RDP should boost investment significantly, and higher rentals would also provide a stimulus for private-sector building, it said.

"Overall, the building industry should grow by up to 10 percent this year," said Bifsa.

# School to boost builders

By Shadrack Mashalaba

A NEW R1 million centre to empower aspirant builders will be opened next month by Alpha – the distributor of building and construction materials.

The Building Skills Training Facility, which is currently under construction, is to be situated near Roodepoort on the Dobsonville Road, just outside Soweto.

Once operational, the centre will accommodate 800 trainee builders a year.

Alpha's group communications director, Rowan Dent, says: "We see training as the key to empowering builders, this training is within the reach of largest concentration of

emerging builders in South Africa.

The courses are very intensive and held over a period of six weeks.

They are free and will include brick and block making, bricklaying, paving, plastering and concrete technology.

## Accreditation

"The course will assist trainees in acquiring the necessary skills and hands-on experience to obtain their share of the forthcoming RDP building projects" said Dent.

Basic literacy and numeracy will be minimum entry requirements.

On completion, all courses will be accredited by the Building Industries Training Board and the

Institute for Concrete and Cement.

Management of the centre will be the responsibility of Alpha in conjunction with the civic associations in the area. The cost of maintaining the facility will be solely borne by Alpha.

It will cost approximately R500 000 a year to administer the premises, which will offer a subsidised midday meal and will be manned by two full-time trainers and an assistant.

The local community has shown enthusiastic support for this facility and estimates are that 200 000 artisans will have to be trained annually if the RDP building programme is to get into full swing.

22 (33) Soweto 23/8/96

# Building workers head job loss list

BUSINESS EDITOR

(33)  
ARL 5/9/96

The construction, mining, manufacturing and transport sectors all shed workers over the year to March, new statistics show.

Employment statistics from the Central Statistical Service show that the number of people employed in the economy outside agriculture dropped by 52 506, or one percent, to 5 176 976 in March 1996.

Construction showed the biggest job loss, with the number of workers employed falling more than nine percent to 331 930.

Sectors which showed increases in employment included insurance, real estate, trade, catering and accommodation.

Average wages and salaries in all sectors excluding agriculture rose 12,3 percent to R3 160 a month last March. Wages rose fastest in mining and quarrying.

# NEWS

*Construction and computing sectors the exceptions*

## Department can't find jobs for trainees

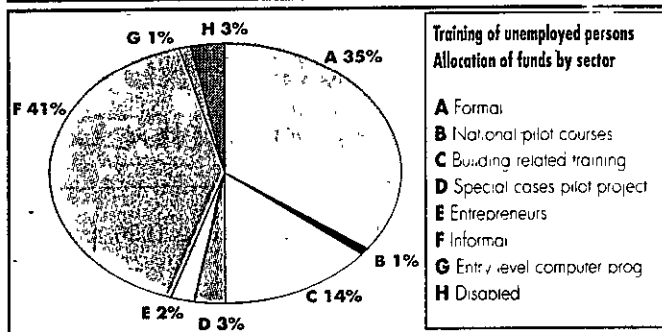
By Thabo Leshilo

Johannesburg — Efforts by the labour department to help the unemployed find jobs in the formal sector are being frustrated by the lack of employment opportunities, the department said in its annual report for last year.

Though R32,2 million was spent training about 49 000 people last year, only 10 201 people, or 20,9 percent, found employment.

The department also spent R37 million on giving about 54 000 people skills to eke out an existence in the informal economy. The report says 15 068 of these are active in the informal sector.

### Training



The department's efforts have been successful in the training of the unemployed for jobs in the construction sector. Of the 9 500 people trained at a cost of

R12,7 million, 54,9 percent found employment.

"To ensure that training in building-related skills is presented in a more meaningful way, con-

tractors are required to be accredited by the Building Industries Training Board," the report said.

The training was most successful in helping trainee computer programmers find jobs. A total of 35 entry-level computer programmers were trained at a cost of R100 144. Of these, 28 people passed the examination and 24 were placed in jobs.

About R1,7 million was spent on the training of 1 246 people with disabilities, of whom 275 were placed in jobs. At least 693 of the 1 804 unemployed people trained in entrepreneurial skills at a cost of R1,2 million have started their own businesses.

## Fewer building jobs in former Transvaal region

ROY COKAYNE

(32) CT (PR) 10/12/96

Pretoria — Employment in the building industry in the region formerly defined as the Transvaal, which in the past two years showed signs of shedding the shackles of recession, slumped 9,7 percent this year.

But a spokesman for the Gauteng Building Bargaining Council, which still covers the old Transvaal province, said the utilisation of labour had improved this year.

The spokesman said a total of 32 428 workers had received about R30 million in holiday pay and bonuses on Friday when the building industry broke for its traditional month-long, annual holiday.

Of the total number of workers, 13 271 were skilled and semi-skilled and 19 157 were general workers.

This was the first year in which all categories of workers received bonuses following an agreement reached last year with

the unions. Previously only skilled workers received bonuses.

Last year 35 929 workers received R29,3 million in holiday pay and bonuses.

The spokesman said the reason for the increased payout was pay rises and the improved utilisation of workers.

She said the average number of weeks worked a worker had increased from 67 percent to 71 percent of the total.

The building industry in the old Transvaal registered a 24 percent growth in employment last year and a 3,3 percent growth in 1994. These are the only two years in the past eight years in which the industry has registered an increase in annual employment.

The growth in employment is based on the weekly contributions purchased by companies on behalf of their employees.

The decline in employment in the building industry is evident from the fact that 59 259 workers in the old Transvaal received holiday pay and bonuses in 1990.



## Strike planned for Gauteng building sector

(33) (132)  
Reneé Grawitzky

60/17/2/97

THE Gauteng building industry faces major disruptions today as thousands of Construction and Allied Workers' Union (Cawu) members plan to strike in support of higher wages — despite uncertainty as to the legality of the strike.

Negotiations between Cawu and the Master Builders' Association, under the auspices of the Gauteng building industrial council, have dragged on, despite an agreement reached with three other unions in November. The agreement provided for a 60c an hour increase bringing the minimum wage to R6 an hour. Cawu is demanding an increase of R1 an hour. The agreement was gazetted, but allowed for nonparties to be excluded from the peace obligation clause, allowing Cawu to continue its dispute. Employers argue that the strike is illegal.

Cawu official Mathew Olifant said the parties had agreed to arbitration and would meet at the Commission for Conciliation and Arbitration today to discuss whether it has jurisdiction to arbitrate. Masterbuilders Association executive director Colin de Kock said the dispute was declared under the old act, and uncertainty existed as to what was applicable under the old act and new Labour Relations Act.

# Construction workers down tools in protest over wages

By **PATRICK PHOSA**

The Construction and Allied Workers' Union (Cawu) downed tools yesterday in protest against deadlocked wage negotiations with the Gauteng Master Builders' Association (MBA).

Cawu spokesman Thabo Morale said the union had decided to embark on a general strike after its demand for a wage increase fell through.

"We have been patient enough, despite the gross exploitation that is taking place within the construction industry. Our workers are earning peanuts and we cannot just fold our arms," Morale said.

The wage negotiations deadlocked in August and the union declared a dispute against the association, which represents Gauteng contractors. Three meetings were held, but to

no avail.

The three other unions in the construction industry have agreed to the wage offers and the agreement has been publicised by the Labour Ministry.

Morale said the union was demanding a R1 increase across the board per hour.

It had rejected the MBA's offer of an 87c pay increase for semi-skilled workers, and a 47c

to 60c increase for general workers.

Cawu claims it represents close to 10 000 workers in an industry that has 32 000 workers.

"The association's offer is insignificant and will not improve the conditions of our workers in any way," Morale said.

MBA deputy director Muller Uys could not estimate the loss as a result of the strike, adding that only 5% of workers had

not reported for work.

However, Morale claimed various construction sites had been badly affected by the strike.

Uys said skilled workers were currently earning R20,40 an hour, while semi-skilled workers were pocketing R9,13 and general workers were receiving R6 an hour.

The dispute has been referred to the Commission for Conciliation, Mediation and Arbitration.

Star 18/2/97 (33) (15)

# Effects of builders' wage strike 'hard to quantify'

BD 18/2/97

(33) (152)

**René Grawitzky**

THE wage strike by Construction and Allied Workers' Union (Cawu) members had affected the building industry in Gauteng but it was extremely difficult to quantify the real effect at this stage, the Building Industries Federation of SA (Bifsa) said yesterday.

Bifsa executive director Ian Robinson said some companies had experienced problems but the strike at this stage had not been as effective as the union had anticipated.

Masterbuilders Association executive director Colin de Kock said the fragmented nature of the industry made it very hard to take out a whole industry.

Cawu official Mathew Olifant said more than 2 000 members took part in the strike, affecting 33 small to medium-sized companies in Gauteng.

Robinson said the industry was hopeful that arbitration held to decide whether the strike was legal or not would make a finding today and the strike would be over.

The union is demanding a

R1-an-hour increase while employers and three other unions had agreed to a 60c increase and paternity and maternity leave.

The union and employers agreed to refer the legality of the strike to arbitration after the employers argued that the strike was illegal because of irregularities during the balloting procedure.

The arbitration was referred to the Independent Mediation Services of SA after the Commission for Conciliation, Mediation and Arbitration (CCMA) ruled it did not have jurisdiction to arbitrate the matter as the dispute arose under the old Labour Relations Act.

De Kock said the strike had the ability of undermining centralised bargaining, as one out of four unions which did not represent the majority of workers was trying to bring the industry out on strike.

He said the union opposed the promulgation of the agreement reached under the auspices of the building industry industrial council on the basis that the unions were not representative of workers in the in-

dustry. Members of the employers association employed 76% of workers in the industry, he said.

Olifant said that despite the union's opposition to the publication of the agreement, the labour ministry had gazetted it. De Kock said that in effect the union was requesting that the agreement be withdrawn.

Industry sources said the withdrawal of the agreement could precipitate closure of the council and government should be aware of this.

Meanwhile, the strikes at Mondi in KwaZulu-Natal and Sappi in Mpumalanga continued yesterday.

The Paper, Printing Wood and Allied Workers' Union said last night that the union and Mondi would meet again today at the CCMA to discuss an amended position tabled by Mondi at the weekend.

Sappi and the union will also meet today at the CCMA in an attempt to resolve the dispute. The union said that no further incidents of violence had been reported at Mondi since the death last week of a nonstriking worker, Bafana Zwane.

# Building strike 'spread by intimidation'

Reneé Grawitzky

ED 19/2/97

(33) (33)

THE building industry strike in Gauteng enters its third day today with indications that the strike spread yesterday to subcontractors in the wake of widespread intimidation, employers said last night.

Construction and Allied Workers' Union spokesman Mathews Oliphant said the strike would continue today as the decision by arbitrators on the legality of the strike would be made available only today. He said workers would then be briefed on the outcome of the arbitration.

Oliphant said the strike had affect-

ed 35 firms including Grinaker, Stocks & Stocks, LTA and Timber Bonvec.

Masterbuilders Association executive director Colin de Kock said widespread intimidation was being reported. The strike had accelerated not from more union members joining the strike, but from people being chased off construction sites.

He said employers viewed intimidation in a serious light, and had asked the union to show how it had tried to prevent intimidation from occurring.

Oliphant said one employer, Timber Bonvec, claimed that subcontractors had been intimidated. The shop stewards would investigate this, he said.

# Cawu, employers deadlocked

(33) Sametan 20/2/97

By Abdul Milazi

ONLY 13 cents stands between the Construction and Allied Workers Union (Cawu) and the Master Builders Association in the current strike in the building industry, which is now in its fourth day.

Cawu went on strike on Monday demanding a R1 wage increase for semi-skilled and general workers. The company is offering 87 cents.

Spokesman for Master Builders Association Colin de Kock said

employers reached a settlement with the building sector's three other unions during six months of collective bargaining last year.

## Want more

De Kock said Cawu was the only union that still wanted more "while other unions agreed to the settlement".

De Kock said workers were losing R220 a day in wages, while it would take them 1 600 hours to make up the loss.

An arbitrator yesterday ruled

that Cawu's strike was illegal, while the union still maintains that it was legal and protected since "all dispute procedures have been followed in the build-up towards the strike."

In a statement Cawu blamed the employers for their action, saying employers were refusing to negotiate its demands, but had instead applied for arbitration on the legality of the strike.

Other demands include four months' paid maternity leave and three days of paternity leave.

3 1 -  
M... ..

Handwritten notes and signatures, including "Hoywood" and "1/20/97".

## 'Illegal' building strike called off

(33) ~~(10)~~  
The strike by the Construction and Allied Workers' Union's (Cawu) over deadlocked wage negotiations with the Gauteng Master Builders' Association (MBA) has been declared illegal by a private arbitrator and the strike has been called off.

Cawu spokesman Thabo Morale said workers would have to be persuaded to resume duties while the union explored alternative avenues.

Cawu downed tools on Monday after negotiations deadlocked last August.

Senior Counsel Roland Sutherland was the arbitrator. - Staff Reporter

Mon 20/2/97

# Builders may sue union after strike ruled illegal

MPHO MANTJHU

Johannesburg — Construction industry employers are considering taking legal action against the Construction and Allied Workers' Union (Cawu) for the losses incurred during the illegal three-day strike two weeks ago, Ian Robinson, the chief executive

CT (BR) 25/2/97  
33  
of the Building Industry Federation of South Africa, said yesterday.

The strike was ruled illegal by an independent arbitrator last week based on the old statute, because the dispute started last August before the new Labour Relations Act was enacted.

The union, which has 2 000

members in 47 companies, suspended the strike after the ruling.

Matthew Olifant, the union's general secretary, said the union temporarily abandoned the strike but would get legal advice on what step to take next.

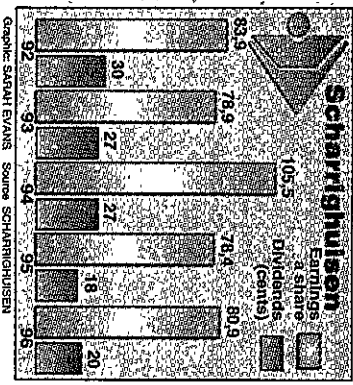
The union has demanded a R1 an hour increase across the board while the employers and

the three other unions — the Building Construction and Allied Workers' Union, the Amalgamated Trade Workers' Union and the Building Workers' Union — have agreed on a 60cs an hour increase.

The union also demanded a minimum living wage of R1 500 for all workers.

# Scharrighuisen hit as weather disrupts

(32)



**Ingrid Salgado**

MINING, engineering and construction group Scharrighuisen Holdings posted a 17% fall in attributable earnings to R26,4m for the year to December following disappointing results from its mining subsidiary, Scharrig Mining (Schamin).

Share earnings crept up to 80,9c (78,4c) and the dividend increased to 20c (18c).

The holding company's other subsidiary, Scharrig Industrial

Holdings (Sharind), performed well in a year of consolidation, lifting attributable earnings 35% to R26,2m (R19,5m).

Share earnings edged up to 13,7c (12,7c) as the number of shares in issue increased 36%. Total dividend doubled to 4c.

Schamin was knocked by adverse weather conditions in the first quarter and attributable profit slumped 35% to R13,6m (R20,9m). Schamin's share earnings plunged 41% to 10c (17c) and total dividend remained un-

changed at 4c.

However, the group said Schamin's contribution to profit increased sharply in the second half — earnings were lifted from R1,9m at mid-year to R13,6m at year-end — indicating a recovery.

Scharrighuisen Holdings turnover increased 18% to R405m (R343m) with operating profit rising 16,5% to R59m (R50,6m).

The group said cash initially earmarked for a potential offshore acquisition was used to increase the company's stake in Schamin to

60% and in Sharind to 63%.

The offshore deal, believed to be a mining and industrial interest in Australia, had not been viable owing to the rand's devaluation, it said.

Sharind increased turnover 31% to R191m (R145m). Operating income soared 45% to R30,3m (R20,8m).

Sharind said its results were remarkable considering last year had been a year of consolidation and that the contribution from subsidiary New Jewles Engineer-

ing had been marginal. All divisions had contributed positively to results and the group had established a major breakthrough in the international market.

Schamin said a capital expenditure programme that was in place for the last three years was near completion and had put the company in a good position to take on additional work.

Positive feedback on various tenders submitted will forecast good results during 1997, directors said.

80/18/197  
subsidiary



# Report puts construction tops

Business Day Reporter

BD 18/3/97

(33)

THE largest increases in labour productivity in the first half of last year were in the construction sector with 12,2%, the mining sector with 7,9% and the transport sector with 5,8%, according to the National Productivity Institute's annual report.

This was followed by the wholesale and retail trade sector with 4,4% and the construction sector with 3,8%. The construction sector increase was achieved at the cost of employment chances — one of the least desirable ways to lift productivity, considering the need to create more jobs.

The manufacturing and public sectors recorded declines in labour productivity because their percentage increases in output were outstripped by their percentage increases in employment. In 1995, the manufacturing sector recorded the highest labour productivity level of 7,3%.

The report said a crucial mistake made by most organisations was to focus mea-

surement of productivity on the utilisation of labour, usually the least costly resource.

It would be far more meaningful to measure the utilisation of the capital and material resources controlled by labour. This would not only measure the performance of the biggest part of the cost of sales but also ensure the participation of labour in productivity improvement.

Such an approach would also provide management and workers with insight into strategic and logistical bottlenecks, and indicate where attention should be focused to maximise the number of units produced.

The electricity sector (5,1%), transport sector (4,7%) and the wholesale and retail trade sector (3,6%) achieved the best capital productivity performance in 1995.

As for multifactor productivity — a weighted combination of labour and capital productivity — highest increases were recorded by the manufacturing sector (5,3%), electricity (4,6%) and the wholesale and retail trade sector (4,1%).

# Inflation beats construction workers' pay

BUSINESS EDITOR

Earnings of workers in the building industry are not keeping pace with inflation, new figures from the Central Statistical Service suggest.

Figures released yesterday show wages of labourers in the building industry rose only 5,2 percent between February 1996 and February 1997. Over the same period, inflation was 9,8 percent.

22/4/97

Wages of labourers in the electrical contracting industry rose 7 percent.

The figures are based on a sample survey of private contractors and sub-contractors in building, painting, plumbing and electrical contracting. Figures include wages and fringe benefits.

In February, building industry labourers were earning R6,29 an hour and in the electrical contracting industry R7,27 an hour.

(33)

Earnings of plasterers fell from R14,71 to R13,52 an hour, while carpenters' and joiners' earnings rose only 2,6 percent to R16,49 an hour and bricklayers' earnings were stagnant at R13,98 an hour.

Plumbers earned R18,40 an hour, up 5,5 percent on February 1996 and electricians earned R21,87 an hour, up 7,3 percent.

Only painters' earnings beat inflation, rising more than 19 percent to R11,37 an hour, the CCS said.

# Skilled workers 'must boost productivity in industry'

Lukanyo Mnyanda

**BUILDERS** had to improve productivity among skilled and semiskilled workers if SA was to benefit from government's initiatives to address the shortage of low-income housing, said Multiple Skills Development MD Daan Roelvert.

Roelvert, a former MD of National Association of Home Builders, said a number of surveys had rated SA as one of the least productive countries in the world, with productivity levels lowest among the semiskilled and unskilled sectors of the market.

The training organisation was a nonprofit organisation providing skills training to contractors. It had regional offices in Johannesburg, Nelspruit and Mmabatho.

The first product was ProduProfit which used a business game to teach workers and employers ways of improving productivity through experiential learning.

"This makes the teaching method accessible to literate and illiterate people and also improves their ability to

retain the information.

The game showed how planning and teamwork, rather than individual effort, could improve productivity.

"The business game has been developed to create a crucial awareness of the basic factors of any business — productivity, costs and expenses, time, quality and profits. Too often people do not realise the cost of low productivity, which often results in financial loss and lack of growth and job security."

The organisation also had courses on effective supervision, customer support, the National Home Builders Registration Council, crosscultural workshops, quantities and costing, as well as elementary bookkeeping.

Roelvert said the courses, primarily aimed at the emerging sector, were restricted to half-days as many workers could not afford to take more time away from their building sites.

"We believe in government's efforts to remove the housing backlog, especially in the low income sector, but without an improvement in productivity and efficiency of small companies progress, if any, will be slow."

25/8/97

(33)

# They now have the skills, but can any of them find jobs?

BY PATRICK PHOSA

The prospect of getting jobs looks remote for a group of Gauteng Youth College (GYC) students who have just qualified as builders after a grueling 12 weeks of academic and practical training at Crown Mines near Soweto.

One student, Audrey Letsaba, instead of being upbeat about completing her first training block in the once male-only domain - plastering and tiling - agonises about getting a job.

Letsaba is one of 43 students who joined the joint venture between the college and 17 Shaft Conference and Education Centre.

Another prospective bricklayer, Mithah Dhlamini, said women should feel free to engage in construction jobs as long as they felt comfortable. She hoped to set up her own company "some day".

"I want to ensure that decent houses are built at the squatter camps because the shacks are a very sore sight," she added.

Clifford Sefothoma said he was excited that he had passed the training after long and often difficult practicals. "But the main problem is jobs. I just hope that small and big construction companies will give us a chance to prove that we can do the work."

GYC principal Piet Manota said the students had been equipped with skills and knowledge which would enable them to fare better in the



**Trained, but ...** Gauteng Youth College graduates Clifford Sefothoma (in green), Lizzy Sizane (blue) and Audrey Letsaba (grey) seem, sadly, destined to swell the ranks of the tens of thousands of unemployed despite completing a gruelling 12-week bricklaying/plastering course. They need building firms, large or small, to give them a chance.

workplace.

"We have given you tools for success. Now the onus lies on you to use them well to change the conditions in your townships. You should also eliminate the stereotype that

you are a lost generation by making a difference in your lives and communities," Manota told the students.

He initially thought the 17 women who had completed their training were wasting

their time when he saw them battling to push heavy wheelbarrows and to use building tools in the first two days' of their apprenticeships.

"I have since swallowed my words because they have

shown that they are capable of doing what men can do," he said.

The main problem, Manota agreed, was that despite the training, their futures looked bleak.

Star 1/7/97

(33)

CHRIS ADLAM

# Western Cape makes new LRA history

## Building industry bargaining council agreement a first

TRABO MABASO  
BUSINESS REPORTER

The Western Cape has become the first province in the country to have a bargaining council agreement approved in terms of the new Labour Relations Act (LRA) by Labour Minister Tito Mboweni.

The approval this week means that the Western Cape-based Bargaining Council for the Building Industry, will go down in history as the first to have its collective agreement published under the new LRA. The Ministry of Labour said in a state-

ment that it would extend the agreement to cover employers and employees who are not part of the council. The council registered with the ministry last year.

The agreement is effective for two years and covers areas such as working conditions and terms of employment. Four trade unions and two employers' organisations have signed the agreement.

The ministry said the trade unions represented about 73% of workers falling within the council's scope, while the employer parties provided work for about 76% of the workers. Construction and Allied Workers'

Union (Cawu) regional organiser Lulamile Mqikela said an allowance for employees doing dangerous work had been established in terms of the agreement.

Another allowance for employees who were required to go away for periods to perform jobs had also been established, he said.

"We have also agreed to pay workers a retrenchment package, which would be one week's pay for each completed year of service," Mr Mqikela said.

Other issues that were still being discussed by the council included the established of an Incentive Weather Fund, to

enable workers to be paid when they were unable to work due to the weather, and the setting up of a provident fund.

Mr Mqikela said the current agreement replaced one that had been in force since 1921.

"The previous one had problems and discriminated against workers on racial grounds. It also was restrictive and exhaustive," he added.

Master Builders' and Allied Trades' Association president Jonathan Mitchell described the new agreement as "revolutionary and likely to make for better communication".

"Previous documents were very authoritarian and dictatorial and attempted to categorise people so that they could only do certain work. The new agreement is far less restrictive and will allow the employer to use his labour more productively. The only condition will be that he pay the required rate," Mr Mitchell said.

He praised the trade unions for putting the interests of their members and the industry first.

"We believe that the new document will give us a far more stable workforce, that was one of the prime objectives in drawing it up," Mr Mitchell said.

APR 24/19/97

(33)

(33)

(33)

# SA NEWS DIGEST

□ CONSTRUCTION

CT(DR) 28/8/97

## Building industry bargaining council breaks new ground (33)

The Building Industry Bargaining Council has become the first bargaining council in South Africa to have a new, fully negotiated agreement between the representatives of the trade unions and employer bodies, the council said yesterday. This comes after two years of negotiations and was made possible by the new Labour Relations Act.

The agreement, restricted to the Cape Peninsula, was signed at the end of June. It was a breakthrough for the building industry, said Jonathan Mitchell, the president of Master Builders & Allied Trade Association. It complied with the new Labour Relations Act and the new document was simple and easy to understand. Mitchell described the agreement as "revolutionary and likely to make for better communication". In addition, he said it was less restrictive regarding the employer/employee relationship. "We believe that the new document will give us a far more stable workforce," Mitchell said. — *Mpho Mantjui, Johannesburg*

# Pressure blamed for building trade deaths

Star 29/8/97 (33) (458)

Figures on deaths and injuries in the industry differ but all stakeholders agree that they are far too high

By LEE-ANN ALFREDS  
City Desk

**I**ncreased competition is fuelling negligence in the building industry, making it one of South Africa's most dangerous jobs.

Statistics show that hundreds of workers are killed or injured on building sites every year. In 1995 114 deaths were officially recorded in the building industry.

The issue has been highlighted by a spate of accidents on construction sites in the past months, the most recent occurring on Tuesday, when three workers were killed after scaffolding collapsed at a site in Sandton.

According to the Compensation Commissioner's Office, 64 workers were killed in 722 accidents last year - breaking a five-year rise in the number of deaths.

But this figure is disputed by unions and stakeholders who feel the "over competitiveness" of the industry is putting more and more workers at risk.

Elvis Dube, Construction and Allied Workers' Union

spokesman, said he estimated that at least two workers per province were killed every day. This would mean close to 200 workers are killed every year.

About 25 to 30% - more than 20 000 - of workers were also injured, Dube claimed.

But Building Industries Federation of SA (Bifsa) statistics show that only 6 778 workers were injured during 1995.

Despite the difference in statistics, stakeholders agree that safety is cause for concern.

Colin de Kock, Gauteng Masterbuilders' Association executive director, said more accidents could be occurring because of pressure on contractors to finish their jobs quickly.

"The industry is under incredible pressure to push contracts in an amazingly short space of time. This could lead contractors into taking shortcuts like stripping out scaffolding quicker ... we are very concerned that there is not enough focus on safety in the building industry," he said.

SA Institute of Building

president John Smallwood said, while construction had always been troubled by fragmentation, high illiteracy, lack of commitment to safety and inadequate supervision, the economic situation was having an impact on the building industry.

"People are working close to the bone and they are likely to compromise on standards ... and clients don't help because they compress the contract period," he said.

National Occupational Safety Association spokesman Dean Harding said he believed the problem was that the building industry was largely self-regulatory.

The Labour Department was supposed to apply the regulations, but their supervision had decreased notably over the years, he said. "You generally find that employers have taken to becoming a little more blasé about the situation."

■ A formal inquiry is to be held into the deaths of the three workers in Sandton on Tuesday, Labour Minister Tito Mboweni announced yesterday.

# Building site tragedy puts focus on industry's risks

By CRAIG URQUHART

Star 30/8/97

(33)

The boom in the construction industry, marked by the number of cranes towering above the Johannesburg skyline, is coming at an enormous loss in terms of human life.

Construction safety authorities have reacted with outrage at the latest tragedy, where three workers were killed and 16 injured at a Sandton building site this week, claiming that the industry needs to get its act together immediately.

In recent years, hundreds of construction workers have been injured or killed, and developers are now being accused of taking short-cuts to meet their deadlines and avoid penalties.

"The South African construction industry has serious health and safety problems - statistics don't lie. We must remember that accidents don't just happen - they are caused," said John Smallwood, a construction safety specialist.

Smallwood, who has inspected sites in numerous countries, including Australia, Singapore, the UK and US, said safety standards in South Africa are dangerously inferior to most countries.

The Construction and Allied Workers' Union has called on employers to put the health and safety of workers before profits.

"It has always been our argument that employers in this industry do not consider safety and health as issues on which money should be spent. Moreover, the training of workers, which is not done seriously, is not geared towards creating a safe working environment," union general secretary Thabo Moralle said.

Building consultant Rodney Scott said there is generally a total lack of awareness of the importance of safety on construction sites countrywide.

"The building industry shouldn't have an excuse. There are strict safety standards in place throughout the industry. But with builders taking short-cuts near their deadlines because they face penalties, it sometimes becomes more of a window-dressing situation," he said.

Scott said most accidents in South Africa usually result from a lack of line-management awareness of personal responsibility and potential liability, an inadequate number of safety specialists on site, and pressure to complete contracts.

Site inspectors who this week removed material from the Investec building for testing say they have no incriminating information at this stage.

However, a formal inquiry will be launched after reports from technical experts have been completed and the injured workers have been discharged from hospital.

"The findings will be passed on to the senior public prosecutor's office and the attorney-general, who will decide whether they will prosecute," said Tibor Szana, a special investigator for the Department of Labour.

With about 250 000 people being injured in the workplace each year, the national compensation fund is paying out a staggering R1-billion annually.

"While the number of accidents remains relatively stable each year, we find we are paying out more and more in compensation for injured and disabled workers," said James Flint, assistant commissioner for the Compensation Commission.

The compensation the injured workers and families of the deceased will receive from the Investec tragedy will be determined once the accident reports have been submitted.

The Occupational Health and Safety Act, in effect, makes the chief executive of a company criminally and civilly liable in the case of accidents in the workplace. The maximum penalty for non-compliance with the act is a fine of R100 000 or two years in prison, or both.

In a similar accident last year, four construction workers were killed and nine injured when a supporting scaffolding collapsed and a half-completed Pretoria North shopping mall collapsed. It was later established that building plans for the second phase of the project had not been approved by the council, and the attorney-general's office is expected to prosecute the owners of the company involved.



□ CONSTRUCTION

(23)  
ET (BR) 3/9/97  
**Bifsa offers R1m for training**

The Building Industries Federation of South Africa (Bifsa) said yesterday it had offered to contribute R1 million towards a R3 million training initiative for emerging building contractors. "We have for a number of years been calling on the government to focus its attention on the dramatic lack of training and understanding that exists in the informal sector of the industry. We have decided to take the initiative to kick-start this programme in order to address this critical issue," said Ian Robinson, the Bifsa executive director.

"Our offer is based on the assumption that the department of housing will contribute the balance of R2 million required to fund the programme. Further discussions will be necessary with the emerging contractor associations to ensure that the draft proposal is modified, if necessary, to suit their requirements," he said. The proposal suggests that training takes place at Bifsa's two training colleges, in Springs, Gauteng, and Cape Town. The colleges are accredited to offer the complete spectrum of building skills training. — *Sapa, Johannesburg*

# Bifsa offers R1-m to train contractors

ARG 3/9/97

Johannesburg - The Building Industries Federation of South Africa yesterday offered to contribute R1 million towards a R3-million training initiative for emerging building contractors.

"We have for a number of years been calling for the Government to focus its attention on the dramatic lack of training and understanding that exists in the informal sector of the industry," said Bifsa's executive director Ian Robinson.

"We have decided to take the initiative to kick-start this programme in order to address this critical issue."

Mr Robinson said his organisation's offer was based on the assumption that the Department of Housing would contribute R2 million required to fund the programme.

Further discussions will be necessary with emerging contractor associations to ensure that the draft proposal is modified, if necessary, to suit their requirements.

Bifsa proposed that the training take place at its two training colleges, in Gauteng and Cape Town. - Sapa

teen  
actor

# Firm evicts 60 employees

*37*  
*Southam 23/1/98*

By Paul Letsoalo

ABOUT 60 employees at the Lanseria Consteen Construction company in Krugersdorp were yesterday evicted from the firm's houses after the workers engaged in a strike demanding fair treatment by the company's security guards.

Spokesman for the workers Mr Faraya Moyo said workers were forced out of the company's houses after the owner of the company had instructed the security guards to remove them.

"We were never given notice letters or forewarned about the impending action from management. We were never even shown an eviction order," Moyo said.

He said that some of the affected employees had worked for the company for more than 20 years and they did not deserve to be treated in such a manner.

The company's manager Mr Michael Right declined to comment on the issue.

Moyo said the reason behind management's action was that workers went on strike two months ago demanding that a security guard who assaulted them be dismissed from work.

"We are now stranded for demanding fair treatment," he said.

Adams

SALDRU

# ... and a building giant is accused of bias

MTG 13-19/2/98

(33) (33)

**Ann Eveleth**

**M**inister of Water Affairs and Forestry Kader Asmal undertook this week to launch an inquiry into allegations that building consortium Group Five refused to consider highly qualified candidates for senior posts because they were black or female.

Executive recruitment firm Dick Muller CC blew the whistle on the construction, engineering and works giant. "They hired me to recruit for two positions in Natal and one in Cape Town. I told them I had several highly qualified candidates, including several solid black and female applicants, but they told me, 'Sorry, no blacks, no women,'" said Muller.

He is now fighting for payment Group Five denies it owes him, since the positions were never filled.

Muller said the company's attitude took him by surprise: "I was quite pleased to be able to offer them highly qualified black and women candidates, knowing that many firms are looking for good people to help them implement affirmative action. "When I called [Group Five building division human resources direc-



**Kader Asmal: Won't allow 'racial buffoonery'. PHOTO: RUTH MOTAU**

tor Johan] Gouws ... he told me: 'It's my fucking prerogative to do that.'" Gouws told the *Mail & Guardian* racial and gender job reservation is not Group Five policy, but could not immediately deny he had applied it to the positions in question. He called the issue "an internal matter that is being dealt with internally". The group's human relations director, Piet du Preez, declined to comment on "an internal business matter". Group Five is the recipient of sev-

eral government contracts, including two rural water-supply contracts worth half a billion rands, and has won many of its tenders on the basis of support for affirmative action and black economic empowerment.

Asmal said the group's contracts with his department stipulate a 12% to 14% reservation for previously disadvantaged groups. "I will call for an inquiry on whether they have performed on the contract," he said.

Du Preez said Group Five supports "the empowerment of black business and evolving a profile in keeping with the new South Africa", but he admitted the majority of the company's black employees are found in the lower-skilled, semi-skilled and administrative sections.

"At executive level ... only 9% of employees at this level come from previously disadvantaged groups," he said. Only one out of more than 50 directors of the company and its subsidiaries is black. Du Preez blamed these difficulties on "the current skills shortage, coupled with historically poor levels of education in science and engineering disciplines". But Muller said his mandate was to recruit two human resources managers and a quantity surveyor/comm-

mercial manager, not engineers.

"I found one potential candidate with a law degree, a masters diploma in labour law, a solid job record with 15 years' experience in human relations management, but I couldn't consider him."

Muller said he convinced Gouws to set up an interview for a female candidate, but "nobody bothered to pitch up". The woman was eventually interviewed, but spent half the time filling out forms. "They already had my CV and at my level you don't expect to fill out forms during an interview. We generally talk to each other," she said.

Du Preez pointed out that Group Five supports black education and training, and has been involved in several joint ventures with black partners.

Asked whether such joint-venture partners might fulfil Group Five's contracts with the water affairs department, Asmal said: "Our contract is with Group Five. I don't care a titte about sub-contractors.

"If [Muller's] allegations are true, I want a repudiation from all the companies involved. We can't allow this kind of racial buffoonery to continue."

# Big boys cleared of racism

Ann Eveleth

**A** government probe into job reservation at a private construction giant blamed a single official for racist hiring practices, but ignored the role of three managing directors when it effectively exonerated the company.

Thuso Ramaema, the department chief director tasked by Minister of Water Affairs and Forestry Kader Asmal to probe allegations of racial and gender discrimination at construction and engineering giant Group Five, singled out a lone official for "breaking the rules", but gave a clean bill of health to the company. The official, divisional human

resources director Johan Gouws, resigned last month before Ramaema's probe found him guilty of "violating the policies of Group Five by practicing job reservation against blacks and women".

Asmal launched the probe in February after the *Mail & Guardian* published claims by executive recruiter Dick Muller that qualified black and

female candidates were rejected by the firm which hired him to fill three senior vacancies last year. Group Five holds millions of rands in contracts with the departments of water affairs and public works, as well as other public entities.

But Ramaema effectively cleared the company's record, finding that it "had a non-discriminatory employ-

ment and black empowerment policy".

This was despite a subsequent admission by Group Five chief executive officer Mike Lomas that he had personally reprimanded three managing directors "in respect of administrative inefficiency during the recruitment process as well as their passive attitude towards the group's employment equity policy during the assignment". He did not name the three managing directors.

Lomas' admission lends credence to Muller's claim that Gouws had twice suggested to him that he was merely following higher orders.

"The only person who ever told

me anything was Gouws, but it was my impression he was acting on other people's instructions. I don't think Gouws is the only bad guy. I think he knows the guys he is hiring for and what will and won't go down with them," said Muller.

Gouws had told Muller during a heated conversation that, "It's my fucking prerogative [to exclude black and female candidates]," but he had also said, "the whole question of whether we have blacks or women is quite sensitive, in the sense that we will probably be forced to employ, uh, black people, which I think personally is the right thing to do. Obviously the profit centres are more difficult to convince."

In response to the probe findings, Gouws denied he had violated company policy and pointed to an "independent internal" probe conducted by Group 5 director George Thomas and his colleague Gibson Thula, the only black director out of 50 at the company. That probe, said Gouws, had found "no firm evidence" that a discriminatory instruction had been given.

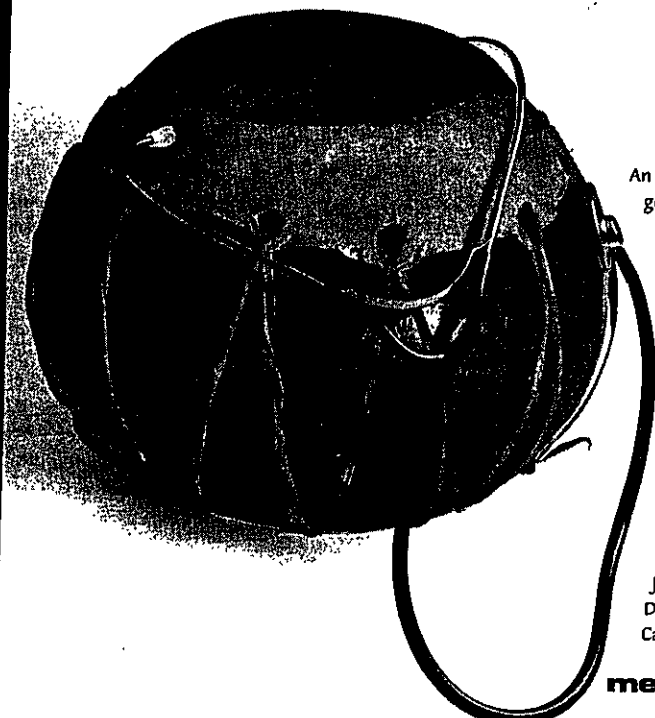
"I resigned from Group Five to spare the organisation I love embarrassment and commercial harm. Most importantly because the Department of Water Affairs and Forestry had threatened to deny Group Five any contracts even before the investigation had been finalised," he added.

To support his defence, Gouws sent the *M&G* a curious reference letter drafted for him by Lomas. Lomas says in a letter that he was sorry to see Gouws go, and adds: "All I can say is that what [Gouws] is accused of is in complete contradiction of everything I know of the man. It is likely that he was severely provoked and, whatever words were said are in conflict with his commitment over many years to employment equity."

Lomas had assured Department of Public Works Director General Spho Shezi that Gouws had left owing to "steps" the company had taken after realising "something had gone wrong".

Shezi said: "I am happy they have taken some steps to remedy the situation, but I will be keeping an eye on them"

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# Focus on lack of construction jobs

Moses Mlangeni

SHORTAGE of work in the building industry was the main problem raised in the annual congress of the Building Industries Federation of SA (Bifsa) in Port Elizabeth last week.

The industry as a whole produced a weaker performance last year, with real growth of just over 4% compared with 5% in 1996, Bifsa's annual report said. High real interest rates continued to dampen activity.

Bifsa's incoming president, Peter Ridl, said unless there was an early reduction in interest rates, many scheduled projects would be put on the back burner or, worse, cease to be viable.

Executive director Ian Robinson said yesterday depressed economic conditions and the high interest rates would lead to increased retrenchments and company liquidations. Bifsa would urge the authorities to cut rates and create a better environment for the industry.

Robinson said Finance Minister Trevor Manuel, who spoke at the congress, had offered mild encouragement and agreed that lower interest rates were desirable.

Bifsa said although activity in the private nonresidential sector rose only 5% — a significant drop from the 13% recorded in 1996 — there was some optimism in this sector. This was largely based on the granting of gambling licenses, with the resultant building of casinos expected to lead to a turnover of about R4bn over the next three years.

Ridl said overseas investors remained concerned about the high levels of crime and the inflexibility of the SA labour market.

Robinson said Bifsa would use the forthcoming job summit to review labour legislation. The inhibiting effect of the new labour laws on job creation had been emphasised in business submissions to government and in meetings with politicians and officials.

Bifsa's standpoint was supported by SA Chamber of Busi-

ness president Humphrey Khoza, who said the building and construction industry, as a creator of jobs on a large scale, would be severely affected by new laws such as the Labour Relations Act, the Basic Conditions of Employment Act, the Skills Development Bill and the Employment Equity Bill. These measures in many respects also ran counter to the policies and ideals of government's macroeconomic strategy, Gear.

Khoza said if the regulation of the labour market was not revisited, SA would pay a heavy price in terms of lost jobs.

Ridl urged employers not to be tempted to reduce their level of training, given current recessionary conditions. They should rather increase their training activities, particularly in the emerging contractor sector.

Delegates praised Bifsa for its contribution to the formation of the much-awaited Construction Industries Confederation, an organisation representing the entire construction industry.

20 16/9/98 (33)

# Unions suspend planned strike

*Sowetan 22/11/99* (33)  
By Mzwakhe Hlangani  
Labour Reporter

FOUR trade unions in the building construction industry have suspended a planned industrial action by 15 000 construction workers to force the Gauteng Master Builders Association (GMBA), not to withdraw from the industry's bargaining council.

GMBA executive director Mr Chris de Kok yesterday congratulated the trade unions for agreeing to review their position. He said the unions had conditionally withdrawn their dispute lodged with the Commission for Conciliation, Mediation and Arbitration. The GMBA was delighted at the re-opening of debate around the statutory affirmative procurement requirements for the building industry.

"Though we are not against the

political implications, we feel certain issues needed to be debated and changed because a lot of emerging builders won tenders without having the capacity to render satisfactory work," De Kok said.

"Most were not registered and did not pay income tax, VAT, or for the unemployment fund," he added.

Spokesman for the Building Construction and Allied Workers Union, Amalgamated Union of Building Workers Trade, Construction and Allied Workers Union and Bouwerkers Vakbond Mr Narius Moloto confirmed they had decided to suspend the strike pending industry-wide debate on the restructuring of the bargaining council.

The union had rejected the association's reasons for withdrawing from the council and claimed the association was trying to resist change.

# Employers' change of heart could save council

BB 29/1/99

(33)

**Sibonelo Radebe**

THE Gauteng Building Industry Bargaining Council could be saved from collapse after Gauteng Master Builders' Association, the only body representing employers in the council, indicated yesterday that it would remain a member.

In December the association threatened to withdraw from the bargaining council, saying the council had ceased to be a feasible proposition for the majority of the association's Gauteng members.

The association also said that, given tough trading conditions, the council was too expensive to maintain.

"After fruitful discussions and considerable goodwill on the part of the unions and the association, there is a sincere desire to make radical changes to the structure of the bargaining procedures" said the association's executive director, Colin de Kock.

He said the agreement to restructure the bargaining council into a simple and cost-effective structure was central to the association's decision to stay. Intentions to withdraw were fuelled by the fact that fewer employers complied with the council's agreements.

The emergence of subcontractors

added to the problem of noncompliance as most of them were unregistered and difficult to police.

De Kock had said agreements reached in the bargaining forum proved to be a burden for the association's members, while noncomplying contractors were not affected. Wages paid by noncomplying contractors were well below those laid down by the council's agreements. This enabled noncompliant contractors to set competitive prices and clinch most of the tenders.

De Kock said the latest agreements were a major step forward in bringing greater stability to the industry.

Building, Construction and Allied Workers' Union general secretary Narius Moloto said the decision by the association to stay in the council would save the industry from a crisis.

The union had threatened industrial action after the association had indicated intentions to withdraw from the council.

Moloto said the union would assist in ensuring that companies, both big and small, complied with the council's agreements. He said changes in the council were necessary as the building industry had changed greatly since the council was established almost 50 years ago.



# Workers' deaths highlight difficulty of enforcing labour laws

By RAPHAEL BANDA

The Government, unionists and employers in the building and construction industry say the building-site accident in Randburg in which two workers were killed this week highlighted the difficulty of enforcing the country's tough labour and safety legislation.

Some construction companies had found loopholes in the Labour Relations Act and were able to subcontract to subvert

Bargaining Council agreements reached between workers and employers, industry sources said yesterday.

Speaking generally about the industry and not referring specifically to the Randburg accident, the cause of which is not known, Ian Robinson, executive director of the Building Industries Federation of South Africa, said there was evidence of a lowering of standards as more companies employed subcontractors.

(32) (33)  
He said this had been encouraged by what he termed inflexible labour legislation.

Two workers died and another was seriously injured when a wall of earth collapsed on them while they were building a retaining wall.

After a preliminary investigation by the Occupational Health and Safety Inspectorate, the Labour Department ordered excavation at the site to be halted.

There were three sub-

contractors at the site.

Allrand was the main contractor and the company had subcontracted work to Anchor Retaining Walls, which had subcontracted to Valcal International. The fourth company involved was Free State Piling.

Labour Minister Memphiso Mdladlana yesterday said the accident highlighted the need for compliance with occupational health and safety laws, and a commitment to safe working practices.

Shav 4/2/99

# 'Matchsticks could fit into cracks' in Inyaka river bridge

BD 15/2/99 (33) (58)  
Stephané Bothma

PRETORIA — At least 17 more witnesses will be called to give testimony about events leading to last July's collapse of the Inyaka river bridge in which 14 people were killed and 12 injured.

The inquiry, under the chairmanship of Larry Kloppenberg, has heard evidence mainly from workers who survived the disaster and from employees of Concor Construction, which held the contract to build the 300m prestressed incremental launching bridge for the water affairs and forestry department.

The bridge was designed by Pretoria engineering firm VKE. Four experts will be called to shed light on the matter.

Nelspruit attorney Richard Spoor, representing families of some of the deceased, in cross-examination of Concor engineers alleged that in terms of the Occupational Health and Safety Act, Concor had failed to carry out its duties during the construction of the bridge.

Site agent Peter Price, who held the occupational safety appointment on the building site as required by law, testified earlier that he had delegated some of his duties to bridge section engineer Ricardo

de Sa, which, in terms of the act, he had been entitled to do.

However, in testimony delivered late last week, De Sa said he had never received a formal appointment as required.

"But I am aware of the basic conditions of the act," De Sa testified.

The bridge collapsed during a launching phase while several invited guests looked on. The inquiry heard that the movements of guests were not controlled by Concor on that day and that visitors were supplied only with hard hats.

On May 27, more than a month before the structure failed, problems with the bridge had already begun when cracks "so big one could put a match stick into it" appeared in one section, De Sa said.

However, VKE engineers allegedly insisted that it was safe to continue with construction, while at the same time ordering additional reinforcing for the sections which were still under construction, the inquiry heard.

A junior engineer on site, Marelize Gouws, who died in the disaster, described the cracking as "severe" in a memo at the time.

The inquiry continues today when De Sa will be cross-examined.

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# Building industry set to lose 30 000 jobs <sup>(33)</sup>

**By Joshua Raboroko**

MORE than 30 000 workers in the building industry will lose their jobs this year because major companies face work shortages and an economic crisis.

The executive director of the Building Industries Federation of South Africa (Bifsa), Mr Ian Robinson, said yesterday that more than 20 000 jobs were lost last year and a further 30 000 would be lost this year.

Robinson said these figures represented 25 percent of the workforce in the industry, which next to tourism, was the biggest employer in the country. He said the industry was "bleeding".

He said more than 450 companies

*Sowetan 18/5/99*  
were expected to be liquidated this year compared to 350 in 1998, adding that "a massive retrenchment cost burden is being imposed on the industry".

The general-secretary of the Congress of Trade Unions-affiliate Building Construction and Allied Workers' Union Mr Narius Moloto, said it was regrettable that their members had lost jobs as a result of the economic downturn in the industry.

The union had negotiated "hand-some packages" for them.

They would receive training to develop building skills that would enable them to become informal traders, thus helping to create wealth and jobs for them.

Bifsa said reports from all regions

showed a serious shortage of work, with KwaZulu-Natal, the Eastern Cape and the Northern Cape in crisis.

Robinson said larger companies were surviving by securing work outside South Africa, mainly in Africa, but also in Europe and the Middle East.

Locally, the construction of casinos was the only positive factor in the private sector while in the public sector the recent shelving of two large prisons due to the shortage of funds was a set back.

Over 300 projects worth R5 billion were postponed during 1998 and the trend was worsening this year.

Confidence levels were at an all-time low and it seemed unlikely that any upturn would start before the second half of next year, Robinson said.

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# Building industry shedding too many jobs, says Bifsa

By Isaac Moledi

MORE than 20 000 jobs were lost in the building industry last year and a further 30 000 job losses – together representing more than 25 percent of the workforce – are expected this year, the Building Industries Federation of SA (Bifsa) said last week.

Bifsa executive director Ian Robinson said the building industry, the biggest employer next to tourism, was shedding jobs faster than it had ever done.

He said more than 450 company liquidations were expected this year, compared to 350 last year.

“A massive retrenchment cost burden was being imposed on the industry,” he said.

33  
Reports from all regions indicate a serious shortage of work with KwaZulu Natal and the East and North Cape in crisis conditions.

Larger companies are surviving by securing work outside South Africa's borders, mainly in the rest of Africa but also as far afield as Europe and the Middle East.

## Positive factor

Locally, the construction of casinos was the only positive factor in the private sector, while prison construction in the public sector has seen the recent shelving of two large prisons due to shortage of funds.

“Payment for Government work is rarely made in less than 90 days and sometimes longer,” said

Robinson, adding that more than 300 projects worth R5 billion were postponed during last year with the trend expected to worsen this year.

“Confidence levels are at an all-time low and it seems unlikely that any upturn will commence before the second half of next year, assuming a substantial decrease in interest rates,” he said.

“We desperately hope that the new government will engender investor confidence.

“The fortunes of the building industry are the single most important reflection on the economic well-being of any country.

“For South Africa to prosper, we need a vital and prosperous building sector,” said Robinson.

18/5/99  
Newspaper

# Builders to shed 30 000 jobs

Sibonelo Radebe

60 18/9/99 (33)

TRADING woes seen by the building industry since last year's economic downturn will have a devastating effect on SA's employment figures and on ordinary people as the industry is expected to shed more jobs this year.

The Building Industries Federation of SA (Bifsa) said yesterday it expected the building industry, which was one of the biggest employer sectors in the country, to shed about 30 000 jobs this year after losing 20 000 last year.

The combined number of job losses between last year and this year represents about 25% of the industry's workforce. The industry expects an increase in liquidations to 450 compared with 350 last year.

Bifsa executive director Ian Robinson said the building industry would continue to feel the pinch caused by last year's tur-

moil, despite the recent decline in interest rates.

The industry would react to declining interest rates after about nine months because of the lag effect.

Robinson projected a recovery by the middle of next year with hope that there would be a substantial decline in interest rates. He said SA could prosper only if it had a healthy building industry.

"The fortunes of the building industry are the single most important reflection of the economic well being of any country," Robinson said.

The industry hoped that the next government would win back investor confidence immediately after the elections.

Robinson said the construction of casinos was the only positive factor for the industry.

Prisons development projects, which could have provided a further boost, had been postponed.

## Threat by road workers

ALMOST 1 000 striking labourers threatened to dig trenches across the R2-billion Maputo Corridor toll road on Friday after their demands for higher salaries were rebuffed. (33)

The labourers — contracted to a Stocks & Stocks, Basil Read and Bouygues construction consortium — are threatening to rip up portions of the new superhighway between Kaapmuiden and Komatipoort in Mpumalanga.

The workers embarked on an illegal strike on Friday after the consortium refused to increase their minimum wage from R4,15 to R5,58 an hour. ST 20/6/99 (33)

A spokesman for the workers, Zacharia Silawula, said the consortium had also failed to provide safety equipment — such as boots and overalls — for workers on the road and failed to pay bonuses even when construction moved ahead of schedule.

Silawula said: "We work right through public holidays and weekends to ensure that this road stays on target, but we are not protected from injury or paid a decent wage. Who can live on R4,15 an hour? That's about R336 for two weeks of back-breaking work."

The consortium's site manager for the affected portion of road, Marius Nel, confirmed the strike and sabotage threats, but said the consortium could not increase the minimum wage without affecting the entire country's construction industry.

Nel also confirmed that the consortium employed Mandla Mtshali as a public relations consultant to handle worker dissatisfaction but refuted allegations by strikers that Mtshali had represented himself as an ANC official and had ordered them back to work.

### Strikers torch equipment (53)

CONSTRUCTION workers at the Maputo Corridor toll road torched a large grader and an excavator on Tuesday, the third day of their illegal strike. (33)

This occurred shortly after an agreement was reached that workers would be paid R4,15 an hour. The workers were demanding R5,58, African Eye News Service reported. 252416199

Project manager Luc Messiera said the strikers agreed to the terms late on Tuesday afternoon. Police spokesman Thabisile Gama said the agreement may not have been communicated to all strikers. — Sapa.

# Breaking new ground

More women don hard hats as they forge new careers

ART-14/7/99

(33)

Dressed in orange overalls and white hard hats, the slightly-built apprentice carpenters demonstrate how to build scaffolding, a crucial part of any building site.

If the scaffolding is not constructed correctly, chances are that workers could fall to the ground and either be injured or killed. With this in mind Washeemah Joseph, 19, and Nazeema Judd, 21, work quickly, but carefully.

Months of training together means that very little verbal communication is necessary between the two apprentice carpenters. Erecting scaffolding is not normally the job of a carpenter, but this is seen as part of their training.

Usually, carpenters do lots of form work with concrete, including staircases. They also hang doors, do the skirting and cornices, form the staircases and help with "laying out the building".

"If you want to work on a building site you can't be afraid of heights," Nazeema tells high school pupils Nomfusi Jikolo, 16, and Nompandolo Lufutha, 19.

Nomfusi and Nompandolo are both on the Go for Gold project, a joint initiative between the Western Cape Department of Education, Neil Muller construction company and the Amy Blehl foundation.

Nazeema and Washeemah are from another project run by Neil Muller, and often encourage other young women to follow them.



**Easy does it:** Cathkin High pupil Nomfusi Jikolo gets a taste of working in the building industry

**LYNNETTE  
JOHNS**



EDUCATION WRITER

"I landed here by accident," says Nazeema. Unemployed and still grieving over the death of her mother, she heard of a workshop being run at the Mitchell's Plain Department of Home Affairs. "I arrived late, had no idea what it was about, but signed up anyway."

Nazeema was called to an interview and was accepted on to the course. It was only three weeks later that she realised the post was

for an apprentice carpenter. She decided to give it a try anyway - because being on the programme does not mean that Nazeema will remain a carpenter.

The company will give her a bursary to study any other trade or profession in the construction industry. She has not decided yet, but is thinking of quantity surveying or architecture.

"I had no idea a woman could do jobs like this," she says.

But Washeemah Joseph, 19, of New Woodlands, Mitchell's Plain, did know that women could study whatever they wanted to.

She attended Princeton High Technical School, where her subjects included electrical work, mathematics and physics. But, after matriculating last year, she was unemployed.

"I wanted to study health and skin care or psychology," she said. She admits what she is doing now is a far cry from either profession. In fact, after a day on site, she could do with a good manicure.

But she enjoys the hard work and is looking forward to studying further. Her aim is to become an architect.

Both Nazeema and Washeemah are thinner and smaller than the average construction worker and finding the correct fit in safety boots, overalls and gloves proved difficult.

And there have been other women who have trod similar paths. Liz Mackenzie, a business development manager, started out as a quantity surveyor.

Usually smartly dressed, she is still prepared to go out on site kitted with an overall and safety gear. She says it is still very



**I can do it:** apprentice carpenter Nazeema Judd shows that she is able to do just about anything any man can

uncommon to find women in the construction industry - and when she started out there were only male toilets.

She says this is changing at some companies, where women's loos are being erected on site.

For Jacqui Kent - whose first day on the job was spent digging in a pit - this means not having to run to the nearest shopping centre, dripping in mud.

In 1995 she was one of three women to qualify as a quantity sur-

veyor from Caps Technikon. Both Jacqui and Liz say it was not too difficult for them to fit in in a male-dominated world.

"Once you can prove you can do the job, people accept you," says Jacqui.

SARAH WYLLIE





Last blow: Washeemah Joseph puts the final touch to a support beam for the scaffolding SARAH WYLIE

## New foundations laid as young women build future in 'man's world'

Construction has always been a man's world - but no longer.

More and more females are literally breaking new ground.

Pupils, half of them girls, from across the Cape Flats are part of the "Go for Gold" project.

The project is a joint initiative between the Western Cape Education Department, the Neil Muller construction company and the Amy Blehl Foundation.

Worried about the lack of interest on the part of pupils to enter the construction industry and the shortage of good maths and science pupils who choose to study construction-

related courses, the company decided to "catch" good maths and science pupils at school level.

Since the beginning of March 20 pupils, half of them girls, have been attending classes after school for most of the week.

Hoping to improve their maths, science and English, the pupils take extra classes at the Nico Malan nursing college in Athlone.

The pupils are from Heideveld High, Cathkin High, Silverstream High, Oscar Mpetsha High, Nelson Mandela High, Guguletu Comprehensive, ID Mkize High, Sinethemba High, Bonteheuwel High and Modderdam High.

Sean Webber, the Human Resources Manager at Neil Muller Construction, says that over the years they have found it difficult to get people from traditionally disadvantaged backgrounds with good mathematics and science marks to enter the construction industry.

Added to this, the industry is not always seen to be attractive for students, especially for girls who often think that construction is part of a "man's world".

His boss, Neil Muller, says women should not expect any special treatment.

He also believes they work harder and are more dependable than men.

He says all the students will start off "in the trenches" but the trainees do this to gain an understanding of the industry and not "to do menial jobs just for the sake of it".

Mr Webber's sentiments are echoed by the Building Industries Federation of South Africa (Bifsa), which has found that there is a strong demand in the industry for fully qualified graduates.

Ian Robinson, executive director of Bifsa, says there are not enough students entering the industry at tertiary level.

"The decline in student numbers on the university and tech-

nikon construction management courses is disconcerting as we are going to face severe graduate shortages later next year, when an upturn in the industry is expected."

Nofusi Jikolo, 16, a Grade 11 pupil at Cathkin High, says she is considering studying architecture.

Asked if she was prepared to work "in the trenches" she said: "We (women) are used to it. We do things like cleaning the garden."

Nompendulo Lufutha, 19, a Grade 12 pupil at Sinethemba High in Phillipi, says she wants to study quantity surveying. Nompendulo passed Physics with an A last year and mathematics with a C.

She had applied to study physiotherapy at UCT, but she says that since she has been on the course she has changed her mind about the construction industry.

"I am quite keen to study quantity surveying now," she says.

**If you want  
to get involved in  
construction work  
you cannot  
be afraid of heights**

# Bifsa fears for 30 000 construction jobs

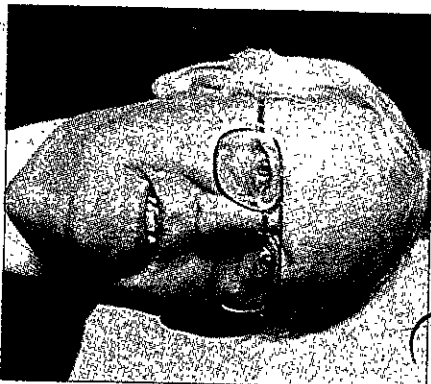
Lucia Murrkani

Johannesburg - At least 30 000 jobs would be cut and 450 companies liquidated by the end of the year as R5 billion worth of projects were shelved in the first half because of tough economic conditions, builders said yesterday.

The building industry, which has battled to pull out of recession since the last quarter of 1998, employs 200 000 people.

"Things have turned out to be very bad in the first half of this year," Ian Robinson, the executive director of Building Industries Federation of South Africa, said yesterday (Bifsa).

"Turnover levels have dropped very significantly over 200 projects were postponed. We are heading for about 30 000 job losses during 1999."



**PAIN AHEAD** Ian Robinson, Bifsa's chief executive

High interest rates have brought about tough economic conditions

during the first half of the year. Robinson said that despite the recent steady fall in domestic interest rates, a recovery in the industry was not expected until after the first half of 2000.

"There is a lag of nine to 12 months from improvement in interest rates to an improvement in the industry," Robinson said. "Negative growth will continue up to the end of this year and it will start to level off in the first half next year."

He said the industry was expected to record growth of 4 percent late next year, although off a low base.

But Robinson said the poor state of the industry would not dent the financial results of some of the major listed building and construction companies because of their policy to source work outside South Africa.

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## 30 000 building jobs will be 'lost by end of year'

(33)

At least 30 000 building jobs will be cut and 450 companies liquidated by the end of the year after tough economic conditions saw R5-billion of projects shelved in the first half of the year.

"Things have turned out to be very bad in the first half of this year," said Ian Robinson, executive director of the Building Industries Federation of South Africa.

"Turnover levels have dropped very significantly and over 200 projects were postponed. We are heading for about 30 000 job losses during 1999," he said.

High interest rates brought about tough economic conditions during the first half of the year.

Mr Robinson said that despite a steady fall in domestic interest rates, a recovery in the industry will not be seen until after the first half of 2000.

The industry was expected to record growth of four percent late next year.

But Mr Robinson said the poor state of the industry would not dent the financial results of some of the major listed building and construction companies because of their policy to source work outside South Africa. - Reuters

ARG 24/7/99

# Women break into construction

By Charity Bhengu

**W**OMEN are flourishing in the construction business because of PPC Cement's plans to use them in building cricket ovals countrywide.

The company's decision was taken after management became impressed with the efficient work by members of Bronksmine Women in Construction,

who completed a cricket oval in Kwa-Thema, Springs, on the East Rand, two weeks ago.

The 13 000 square metre oval was constructed in six weeks by 12 women as part of the KwaThema Sports Complex project near Springs.

"This would hold the women in good stead when tendering for future construction projects," said PPC Cement project manager Mr Nthlanhla

Mekoa. The women's involvement in the company's projects would further enhance their business opportunities in the construction of houses, he added.

Mekoa said the company would also give women of the RJC Construction company a contract to build another cricket oval in Kimberley next month.

A new cricket oval will also be constructed by women in Dobsonville,

Soweto, before the end of the year.

Mekoa said the company had completed 503 pitches and seven ovals throughout the country but had never considered using women before.

"As part of the company's aim to empower women, we decided to try them out and we were impressed."

RJC Construction director Mrs Jessie Chakane said for the private sector to give women a break was

encouraging.

"This is the second contract I have received. The first was from the Government to build 35 low-cost houses in Club 2000 in Kimberley," she said.

Bronksmine Women in Construction manager Ms Ntombi Mahlangu said she aimed to prove that women were capable of flourishing in an industry that had previously been male-dominated.

*Sowetan 24/8/99*

*(33)*

# Workers walk out at breakdown of talks

By Mzwakhe Hlangani  
Labour Reporter

**T**HOUSANDS of construction and civil engineering workers from two major trade unions downed tools yesterday when mediation on wage negotiations broke down.

The Building Construction and Allied Workers Union (BCAWU) and the Construction Allied Workers Union (Cawu) spokesman Mr Narius Moloto said 40 000 members of both unions have embarked on industrial action

after independent mediators failed to convince the South African Federation of Civil Engineering Contractors (SAFCEC) to raise its R700 a month minimum wage to R1 200.

Employers disputed the figure saying there were only about 15 000 workers on strike.

The unions demanded a 9,5 percent wage increase while the employer's maintained their original seven percent offer.

When the strike started, management announced that it had revised its offer to 8,6 percent.

The unions also demanded that workers be

paid one and half times the normal rate for all overtime work. Employers are currently paying one-and-a-third times the rate.

SAFCEC spokesman Mr John Willmott said the industrial action was extremely irresponsible and would further harm the industry already facing tremendous economic difficulties, especially when one party was prepared to continue negotiations to find the best solution.

"The offer is being made to workers in spite of the fact that the industry is facing difficult market conditions," he said as he appealed to the unions not to continue with the strike action

because it could no longer remain unprotected in terms of the Labour Relations Act.

Striking workers staged demonstrations at the work sites in Johannesburg, Cape Town, Durban, Port Elizabeth and KwaZulu-Natal and as far as Northern Province, Mpumalanga and North West.

It is feared that the strike will affect buildings and other major construction sites due for completion before the December holidays.

Moloto maintained that the strike would continue despite the latest offer since management had failed to inform the union of the offer.

(33) Sawetan 7/10/99

■ Letters - page 11 ■ Stars - page 16 ■ TV guide - page 17 ■ Business - page 23 ■ Racing - page 31

## FOR LAW

## Civil engineering body seeks interdict on strike

7/10/99

(199) (30)

With wage talks deadlocked, construction workers put down tools

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**Simplwe Xako  
and Reneé Grawitzky**

THE Building Construction and Allied Workers' Union (Bcawu) claims more than 40 000 civil engineering construction workers embarked on a wage strike yesterday.

Narius Moloto of Bcawu said workers reported for work as usual and held protest meetings outside construction sites. In some areas workers went on with the strike despite company notices saying that it was illegal.

A spokesman for the SA Federation of Civil Engineering Contractors (Safcec), Hennie Botha, said, however, the strike had a minimal effect as it was joined by only 5 200 workers — just 8% of the entire staff.

Botha said Safcec had applied for an interdict against the strike and the Labour Court would hear the matter today. He said management had agreed to intervention by the Commission for Conciliation, Mediation and Arbitration, set for next Monday.

Bcawu and the Construction and Allied Workers' Union called the

strike after wage negotiations deadlocked. The unions are demanding a 9% across-the-board increase while management is offering 7%.

Moloto said management also refused to implement overtime at one-and-a-half times the normal rate as prescribed by the Basic Conditions of Employment Act.

He said workers would continue with the industrial action until management met their demands. Botha said management was committed to finding a solution to the dispute.

Meanwhile, the National Union of Metalworkers of SA (Numsa) has threatened to declare a dispute if the Mpumalanga-based Highveld Steel company proceeds with retrenchment of 600 workers this month.

Numsa spokesman Steven Nhlapo said management recently informed the union of its intention to retrench the workers. He said the company also rejected Numsa's suggestion that overtime be banned, as an alternative to retrenchments.

Nhlapo said this would allow more teams to work different shifts.

He said workers' and the compa-

ny's legal teams were handling the matter in a bid to find a solution. He said should no agreement be reached the union would declare a dispute. The firm has declined to comment.

In another development, the retrenchment of more than 2 800 miners at Placer Dome Western Areas Joint Venture is expected to be completed by next Friday.

Earlier this week, the National Union of Mineworkers attempted for the second time to prevent the retrenchments from going ahead, by applying for a final interdict in the Labour Court.

However, the court ruled that the union was unable to support with evidence its application to prevent the retrenchments from going ahead. The union's application was thus turned down.

Company spokesman Patrick Evans said the situation on the mine remained calm yesterday.

Forced retrenchment was started last Friday, while the majority of the miners who opted for voluntary retrenchment packages have already left the mine.

# Construction bosses *Southern 8/10/99* lose court appeal <sup>(152)</sup> <sub>(33)</sub>

**By Mzwakhe Hlangani**  
Labour Reporter

AN APPEAL by building and construction industry employers to declare the nationwide strike in the sector "unprotected" was dismissed by the Johannesburg Labour Court yesterday.

The SA Federation for Civil Engineering Contractors (Safcec) applied for an interdict on the basis that the Building Construction and Allied Workers Union (BCAWU) and the Construction and Allied Workers Union (CAWU) had not complied with all legal requirements before going on strike.

Safcec spokesman Mr Hemite Botha said the federation felt the unions had not complied with the provisions of the Labour Relations Act.

BCAWU spokesman Mr Narus Moloto said the industry had been brought to a standstill as more workers, including non-union construction clerks and truck and loader drivers, had joined the strike which entered its third day today.

Cawu general-secretary Mr Thabo Morale said both unions had contested the court application since all wage-dispute related issues were known to all parties.

"We believe we have followed all the procedures stipulated in the Labour Relations Act," Morale said, adding that 80 percent of the 60 000 workers in the industry supported the strike.

● Meanwhile, Sapa reports that a strike by 200 members of the National Union of Metalworkers of SA (Numsa) at Universal Enamel Ware in Rustenburg, North West, has entered its fifth week with no end in sight to the action, the union said yesterday.

Numsa spokesman Mr Dumisa Ntuli said workers were demanding R5 an hour minimum for the bottom grade and a 10 percent increase for all other grades. The company was offering seven percent across the board.

# Week-long strike fizzles out

By Mzwakhe Hlangani  
Labour Reporter

**A** WEEK-LONG strike by construction and civil engineering workers from two trade unions has fizzled out "for lack of unity among the unions", labour officials said yesterday.

The Building Construction and Allied Workers' Union (Bcawu) and the Construction and Allied Workers' Union (Cawu) spokesmen disclosed

yesterday that there were differences within the respective unions on whether to accept or reject the revised offer by the employer federation.

Cawu general secretary Mr Thabo Morale said workers in Gauteng, Mpumalanga, Northern Province, Western Cape and Free State had returned to work while other areas did not heed the call to return to work.

Bcawu spokesman Mr Narius Moloto said that although an agreement had not yet been signed, four

provinces had called off the strike. Members from Gauteng, Northern Province and Mpumalanga had accepted the eight percent increase backdated to September 1.

A partial strike continued in Eastern and Western Cape, KwaZulu-Natal and Northern Cape. Moloto said, pointing out that they were disillusioned by the behaviour of management, which sought to exclude these provinces from the latest wage offer. South African Federation of Civil

*Sowetan 13/10/99 (32) (15a)*

Engineering Contractors spokesman Mr Henrie Botha said employers had raised the offer to 8,6 percent, which comprised seven percent real wage increase and 35 cents productivity performance and improved overtime.

He said only eight percent of workers heeded the strike call yesterday while thousands of strikers were returning to work in their numbers.

● The Department of Trade and Industry is consulting with the Ugandan high commissioner in South Africa to help resolve a dispute between Uganda's defence ministry and SA exporter Kramer Trade and Technology over a food shipment.

Uganda has failed to pay for the R9 million consignment of rations, claiming it was unfit for consumption. Trade and Industry Minister Alec Erwin said in Parliament on Monday there were differing views in Kampala. As a result, Uganda's high commissioner had agreed to provide an analysis of his government's view.

## Cawu threatens to strike

FRANK NXUMALO

(33) UT(BR) 19/10/99

Johannesburg - The Cosatu affiliated Construction and Allied Workers Union (Cawu) threatened yesterday to call for a three-day sympathy strike in the building and cement manufacturing sectors if a meeting with the South African Federation of Civil Engineering Contractors failed to settle the 11-day strike.

The strike involves about 15 000 Cawu members in the civil engineering sector.

Thabo Morale, the union's secretary general, said Cawu was demanding a 10 percent increase against the employers' offer of 8 percent.

The planned sympathy strike on October 26 would only be the second such strike since the promulgation of the new Labour Relations Act of 1995.

The first sympathy strike involved a total of 220 000 members of the National Metalworkers Union of South Africa last year.



# Building industry faces a grim year

About 20 000 jobs have already been lost, with another 25 000 expected to follow over the next year

Dustin Chick

THE SA building industry could face a worse year in 1999 than it experienced this year, Reg Hurry, chairman of property investment company Kirchnmann Hurry, said yesterday.

The outlook was "grim", as the industry had been hit by high interest rates. A major stumbling block was the lack of work, resulting in "very keen" and sometimes dangerous tendering, in which companies risked extremely low margins. Hurry said a glimmer of hope remained, as extra income could be generated by the low value of the rand. Building Industries Federation of SA

(Blisa) executive director Ian Robinson said that as long as organisations stuck to sound fundamentals, SA could expect an improved globally competitive performance from the general economy late next year. However, prospects in the building industry would remain "subdued", with improved conditions expected only by mid-2000.

Robinson said contractors across the board would have to impose strict budgetary controls and "innovative strategic planning" to survive for the next 18-24 months. About 20 000 jobs had already been lost this year, and a further 25 000 were expected to be lost next year, along with

about 400 company liquidations.

Blisa reported on Monday that the building industry slumped to an all-time low in the third quarter this year and was technically in a recession because investment levels had shown negative growth for the second consecutive quarter. About 225 projects — amounting to about R1,6bn — planned for 1998/99 have been put on hold, and residential projects worth just less than R1bn were postponed. This meant about 55% of total project value had been held back.

Investment in non-residential buildings dropped 5% in real terms to R5,5bn during the first two quarters. Residential investment dropped 2% to R5bn. The de-

clining trend was expected to continue for the next six to eight quarters.

More than 80% of the country's building investment is generated by one third of its provinces — the Western Cape, Gauteng and KwaZulu-Natal. While the number of building plans passed in the Western Cape rose about 10,4% in the last year, the number of plans passed in KwaZulu-Natal declined by 25%.

In Gauteng, the number of plans passed dropped 9,6% while in Mpumalanga and the Northern Province, numbers rose by 15%. "Even the expected decline in interest rates is unlikely to boost economic activity before the latter part of 1999," Robinson said.

(27)

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