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No. 10239

## PROKLAMASIE

van die

*Staatspresident van die Republiek van Suid-Afrika*

No. R. 92, 1986

WYSIGING VAN BYLAE 2 BY DIE STAATS-  
DIENSWET, 1984 (WET 111 VAN 1984)

Kragtens die bevoegdheid my verleen by artikel 6 (3) van die Staatsdienswet, 1984 (Wet 111 van 1984), wysig ek hierby, ooreenkomstig die aanbeveling van die Kommissie vir Administrasie, Bylae 2 by genoemde Wet met ingang van 1 April 1986 deur die woorde "Buro vir Inligting" in kolom I, en die woorde "Hoof: Buro vir Inligting" in kolom II in te voeg.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Nege-en-twintigste dag van April Eenduisend Negehonderd Ses-en-tagtig.

P. W. BOTHA,  
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

E. v.d. MERWE LOUW,  
Minister van die Kabinet.

## GOEWERMENSKENNISGEWINGS

### DEPARTEMENT VAN FINANSIES

No. R. 983

23 Mei 1986

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/398)

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

K. D. S. DURR,  
Adjunk-minister van Finansies en van Handel en  
Nywerheid.

886—A

## PROCLAMATION

by the

*State President of the Republic of South Africa*

No. R. 92, 1986

AMENDMENT OF SCHEDULE 2 TO THE PUBLIC  
SERVICE ACT, 1984 (ACT 111 OF 1984)

Under the powers vested in me by section 6 (3) of the Public Service Act, 1984 (Act 111 of 1984), I hereby amend, in accordance with the recommendation of the Commission for Administration, Schedule 2 to the said Act with effect from 1 April 1986, by the insertion of the words "Bureau for Information" in column I, and the insertion of the words "Head: Bureau for Information" in column II.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Twenty-ninth day of April, One thousand Nine hundred and Eighty-six.

P. W. BOTHA,  
State President.

By Order of the State President-in-Cabinet:

E. v.d. MERWE LOUW,  
Minister of the Cabinet.

## GOVERNMENT NOTICES

### DEPARTMENT OF FINANCE

No. R. 983

23 May 1986

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/398)

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

K. D. S. DURR,  
Deputy Minister of Finance and of Trade and  
Industry.

10239—1

## BYLAE

| I<br>Item | II<br>Tariefpos en Beskrywing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | III<br>Mate van Korting                                                                                                                                                                                                      |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 460.11    | <p>Deur na item 460.10 die volgende in te voeg:</p> <p>“460.11 51.01 Garing van gefabriseerde vesels (kontinu), nie vir kleinhandelverkoop bemark nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>51.04 Weefstowwe van gefabriseerde vesels (kontinu), met inbegrip van weefstowwe van monofil of reep wat in pos No. 51.01 of 51.02 vermeld word, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>53.06 Garing van gekaarde skaap- of lamwol (kaardgaring), nie vir kleinhandelverkoop bemark nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>53.07 Garing van gekamde skaap- of lamwol (kamgaring), nie vir kleinhandelverkoop bemark nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>53.11 Weefstowwe van skaap- of lamwol of van fyn dierehaar, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>55.05 Katoengaring, nie vir kleinhandelverkoop bemark nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>55.08 Terryhanddoekgoed en dergelike terrystowwe, van katoen, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>55.09 Ander weefstowwe van katoen, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>56.05 Garing van gefabriseerde vesels (diskontinu of afval), nie vir kleinhandelverkoop bemark nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>56.07 Weefstowwe van gefabriseerde vesels (diskontinu of afval), in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>58.04 Geweefde poolstowwe en chenillestowwe (uitgesonderd terryhanddoekgoed of dergelike terrystowwe van katoen wat in pos No. 55.08 vermeld word en stowwe wat in pos No. 58.05 vermeld word), in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> <p>60.01 Brei- of hekelstof, nie rek- of gerubber nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat</p> | <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> <p>Volle reg</p> |

*Opmerking.*—Voorsiening word gemaak vir 'n volle korting op reg op sekere garings en weef- en breistowwe, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat.

## SCHEDULE

| I<br>Item | II<br>Tariff Heading and Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | III<br>Extent of Rebate                            |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 460.11    | <p>By the insertion after item 460.10 of the following:</p> <p>“460.11 51.01 Yarn of man-made fibres (continuous), not put up for retail sale, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit</p> <p>51.04 Woven fabrics of man-made fibres (continuous), including woven fabrics of monofil or strip of heading No. 51.01 or 51.02, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit</p> <p>53.06 Yarn of carded sheep's or lambs' wool (woollen yarn), not put up for retail sale, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit</p> | <p>Full duty</p> <p>Full duty</p> <p>Full duty</p> |



| I<br>Item | II<br>Tariff Heading and Description                                                                                                                                                                                                                                                                                                                               | III<br>Extent of<br>Rebate |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
|           | 53.07 Yarn of combed sheep's or lambs' wool (worsted yarn), not put up for retail sale, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                     | Full duty                  |
|           | 53.11 Woven fabrics of sheep's or lambs' wool or of fine animal hair, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                                       | Full duty                  |
|           | 55.05 Cotton yarn, not put up for retail sale, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                                                              | Full duty                  |
|           | 55.08 Terry towelling and similar terry fabrics, of cotton, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                                                 | Fully duty                 |
|           | 55.09 Other woven fabrics of cotton, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                                                                        | Full duty                  |
|           | 56.05 Yarn of man-made fibres (discontinuous or waste), not put up for retail sale, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                         | Full duty                  |
|           | 56.07 Woven fabrics of man-made fibres (discontinuous or waste), in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                                            | Full duty                  |
|           | 58.04 Woven pile fabrics and chenille fabrics (excluding terry towelling or similar terry fabrics of cotton falling within heading No. 55.08 and fabrics falling within heading No. 58.05), in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit | Full duty                  |
|           | 60.01 Knitted or crocheted fabric, not elastic nor rubberised, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit                                                                                                                              | Full duty"                 |

*Note.*—Provision is made for a rebate of the full duty on certain yarns and woven fabrics and knitted fabrics, in such quantities and at such times as the Director-General: Trade and Industry, on recommendation of the Board of Trade and Industries, may allow by specific permit.

## DEPARTEMENT VAN JUSTISIE

No. R. 950

23 Mei 1986

### VERKLARING VAN VREDESBEAMPTES KRAGTENS ARTIKEL 334 VAN DIE STRAFPROSESWET, 1977 (WET 51 VAN 1977)

Kragtens artikel 334 van die Strafproseswet, 1977, wysig ek, Hendrik Jacobus Coetsee, Minister van Justisie, hierby Goewermentskennisgewing R. 159 van 2 Februarie 1979, soos gewysig, deur—

- (a) kolom I van DEEL 9 van die Bylae deur die volgende te vervang:

“Eerste waterwerkebeamptes, senior waterwerke-beamptes, waterwerkebeamptes, hoofwaterbeheer-beamptes, beheerwaterbeheerbeamptes, senior water-beheerbeamptes en waterbeheerbeamptes aangestel kragtens die Staatsdienswet, 1984 (Wet 111 van 1984), in diens van die Departement van Water-wese”.

## DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 951

23 Mei 1986

### BEMARKINGSWET, 1968 (WET 59 VAN 1968)

#### GRONDBONE-GRADERINGSREGULASIES

Die Minister van Landbou-ekonomie het kragtens artikel 89 van die Bemarkingswet, 1968 (Wet 59 van 1968), die regulasies in die Bylae uitgevaardig.

## DEPARTMENT OF JUSTICE

No. R. 950

23 May 1986

### DECLARATION OF PEACE OFFICERS IN TERMS OF SECTION 334 OF THE CRIMINAL PROCEDURE ACT, 1977 (ACT 51 OF 1977)

Under section 334 of the Criminal Procedure Act, 1977, I, Hendrik Jacobus Coetsee, Minister of Justice, hereby amend Government Notice R. 159 of 2 February 1979, as amended, by—

- (a) the substitution for PART 9 Column I of the Schedule of the following paragraph:

“Principal waterworks officers, senior waterworks officers, waterworks officers, chief water control officers, control water control officers, senior water control officers and water control officers appointed in terms of the Public Service Act, 1984 (Act 111 of 1984), in the service of the Department of Water Affairs”.

## DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 951

23 May 1986

### MARKETING ACT, 1968 (ACT 59 OF 1968)

#### GROUNDNUT GRADING REGULATIONS

The Minister of Agricultural Economics has under section 89 of the Marketing Act, 1968 (Act 59 of 1968), made the regulations in the Schedule.

## BYLAE

## Woordomskrywing

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

“besending” ’n hoeveelheid grondbone, hetsy in gedopte of ongedopte vorm, wat van dieselfde produsent afkomstig is en op ’n bepaalde tydstip onder dekking van dieselfde vragbrief, afleweringsbrief of ontvangsbewys, of met dieselfde voertuig afgelewer word;

“beskadigde pitte” pitte waarvan—

- (a) die saadhuif los of gekraak is;
- (b) die saadhuif gedeeltelik of heeltemal afgekom het; of
- (c) gedeeltes afgebreek het,

maar nie ook pitte waarvan die saadhuif by hoogstens twee plekke oor ’n oppervlakte van hoogstens twee vierkante millimeter elk afgekom het nie;

“defekte pitte” ongesonde pitte, gevlekte pitte, vuilgesmeerde pitte, beskadigde pitte en verkrimpte pitte en, in die geval van grondbone in ongedopte vorm, songedroogde pitte;

“die Raad” die Oliesaderaad bedoel in artikel 6 van die Skema;

“die Skema” die Oliesadeskema gepubliseer by Proklamasie R. 73 van 1982, soos gewysig;

“die Wet” die Bemarkingswet, 1968 (Wet 59 van 1968);

“eetgrondbone” daardie pitte in ’n besending wat na sifting op ’n 6,75 mm gleufsif agterbly, en waaruit alle defekte pitte verwyder is;

“geklepte pitte” heel pitte wat roesagtige, swarterige, persagtige of ander gekleurde strepe of vlekke in of op die saadhuif vertoon, maar nie ook heel pitte waarvan sodanige verkleuring tot die kiempunt of are van die saadhuif beperk is nie;

“gleufsif” ’n gleufsif in regulasie 22 (1) bedoel;

“graad” ’n graad in regulasie 4 bedoel;

“grondbone” die ondergrondse vrug van plante van *Arachis hypogaea* L., hetsy in gedopte of ongedopte vorm;

“insekte” die graankalander (*Sitophilus granarius* Linn.), ryskalander (*S. oryza* Linn.), Franse meelmot (*Sitotoga cerealella* Oliv.), Mediterreense meelmot (*Ephistia kuehniella* Zill.) of Indiese meelmot (*Plodia interpunctella*);

“kasteroliesade” sade van plante van ’n spesie van *Ricinus*;

“klas” ’n klas in regulasie 3 bedoel;

“monster” die twee gedeeltes wat verkry is na verdeeling soos in regulasie 8 beoog, van die hoeveelheid grondbone wat tydens bemonstering uit ’n besending geneem is;

“ongedopte grondbone” peule of gedeeltes van peule anders as die sogenaamde rosyntjies, wat pitte bevat;

“ongesonde pitte” skimmelbesmette pitte en pitte of gedeeltes van pitte wat bederf of krytagtig is, deur hitte of insekte beskadig is, uitgeloopt het, of wat inwendig of wanneer die saadhuif daarvan verwyder word, ’n geel, pers, bruin, rooi of ander kleur wat nie kenmerkend van gesonde pitte is nie, vertoon;

## SCHEDULE

## Definitions

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

“blemished kernels” means whole kernels that have rusty, blackish, purplish or other coloured streaks or blotches in or on the testa, but not also whole kernels of which such colouring is limited to the embryo or veins of the testa;

“castor seeds” means the seeds of plants of a specie of *Ricinus*;

“class” means a class referred to in regulation 3;

“consignment” means a quantity of groundnuts, whether in shelled or unshelled form, originating from the same producer and delivered at a specified time, under cover of the same consignment note, delivery note or receipt, or with the same vehicle;

“crushing groundnuts” means all kernels other than edible groundnuts;

“damaged kernels” means kernels of which—

- (a) the testa is loose or cracked;
- (b) the testa has partially or entirely come off;
- (c) parts have broken off,

but not also kernels of which the testa has come off at not more than two places over an area not exceeding two square millimetre each;

“defective kernels” means unsound kernels, blemished kernels, soiled kernels, damaged kernels, shrivelled kernels, and, in the case of groundnuts in unshelled form, sun-dried kernels;

“edible groundnuts” means those kernels in a consignment that, after screening, remain on a 6,75 mm slotted screen, and from which all defective kernels have been removed;

“foreign matter”, with regard to a consignment of groundnuts—

- (a) in unshelled form, means all matter other than kernels and pods or parts thereof, including the so-called raisins, that occur in the consignment concerned; and
- (b) in shelled form, means all matter other than kernels and unshelled groundnuts that occur in the consignment concerned;

“grade” means a grade referred to in regulation 4;

“groundnuts” means the subterranean fruit of the plants of *Arachis hypogaea* L., whether in shelled or unshelled form;

“insects” means the grain weevil (*Sitophilus granarius* Linn.), rice weevil (*S. oryza* Linn.), Angoumois grain moth (*Sitotoga cerealella* Oliv.), the Mediterranean meal moth (*Ephistea kuehniella* Zill.) or Indian meal moth (*Plodia interpunctella*);

“kernel content”, with regard to a consignment of groundnuts in unshelled form, means the mass of the kernels in that consignment, expressed as a percentage of the mass of the pods in the consignment concerned;

“kernels” means the seeds or parts of seeds of groundnuts that are obtained after the pods thereof have been shelled;

“mould-infested kernels” means kernels and parts of kernels—

- (a) on or in which external or internal mould growth is visible to the naked eye; or

"oop en gebreekte peule", met betrekking tot 'n besending grondbone in ongedopte vorm, die peule in daardie besending waarvan die doppe gekraak, gebreek of op enige ander wyse oop is;

"persgrondbone" alle pitte anders as eetgrondbone;

"peule" ongedopte grondbone en gedeeltes daarvan wat pitte bevat;

"pitinhoud", met betrekking tot 'n besending grondbone in ongedopte vorm, die massa van die pitte in daardie besending, uitgedruk as 'n persentasie van die massa van die peule in die betrokke besending;

"pitte" die sade en gedeeltes van sade van grondbone wat verkry is nadat die peule daarvan gedop is;

"rondegatsif" 'n rondegatsif in regulasie 22 (2) bedoel;

"skimmelbesmette pitte" pitte en gedeeltes van pitte—

(a) waarop of waarin uitwendige of inwendige skimmelmenging met die blote oog waarneembaar is; of

(b) wat as gevolg van skimmelmenging beskadig of verkleur is;

"songedroogde pitte", met betrekking tot grondbone in ongedopte vorm, pitte waarvan die saadhuif maklik afkom wanneer dit liggies met die hand gevryf word;

"stokkies", met betrekking tot 'n besending grondbone in ongedopte vorm, vreemde voorwerpe in daardie besending wat uit dele van die grondboonplant bestaan;

"uitgedopte pitte", met betrekking tot 'n besending grondbone in ongedopte vorm, die pitte in daardie besending wat nie deur doppe omsluit is nie;

"verkrimpte pitte" heel pitte wat 'n verkrimpte, gegroefde of ingedrukte voorkoms het, maar nie ook heel pitte waarvan die are op die saadhuif opgehewe of geriefel is nie;

"vreemde voorwerpe", met betrekking tot 'n besending grondbone—

(a) in ongedopte vorm, alle voorwerpe anders as pitte en peule of gedeeltes daarvan, insluitende die sogenaamde rosyntjies, wat in die betrokke besending voorkom; en

(b) in gedopte vorm, alle voorwerpe anders as pitte en ongedopte grondbone wat in die betrokke besending voorkom; en

"vuilgesmeerde pitte" heel pitte wat in so 'n mate vuilgesmeer is dat die voorkoms daarvan beïnvloed word.

### **Toepassing van regulasies**

2. (1) Hierdie regulasies is van toepassing op grondbone wat—

(a) hetsy in gedopte of ongedopte vorm, deur 'n produsent aan of deur bemiddeling van die Raad verkoop word; en

(b) deur die Raad ten behoeve van 'n produsent verkoop word.

(2) Behoudens die bepalings van subregulasie (3), word die prys waarteen 'n besending grondbone in ongedopte vorm aldus verkoop word, op die grondslag van die persentasie pitinhoud daarvan bereken.

(3) Die prys waarteen 'n besending Klas A-, Klas B- of Klas C-grondbone wat as die graad Eetpitte of Eetpeule gegradeer is, aldus verkoop word, word bepaal met inagneming van die persentasies eetgrondbone en persgrondbone in daardie besending.

### **Klasse grondbone**

3. 'n Besending grondbone word vir die doeleindes van die toepassing van hierdie regulasies—

(a) as Klas A-grondbone geklassifiseer indien dit uit minstens 97 persent Valencia-tipe grondbone bestaan;

(b) that are damaged or discoloured as a result of mould growth;

"open and broken pods", with regard to a consignment of groundnuts in unshelled form, means the pods in that consignment of which the shells are cracked, broken or are open in any other manner;

"pods" means unshelled groundnuts and parts thereof that contain kernels;

"round-hole screen" means a round-hole screen referred to in regulation 22 (2);

"sample" means the two portions obtained after division as contemplated in regulation 8, of the quantity of groundnuts taken from a consignment during sampling;

"shelled kernels", with regard to a consignment of groundnuts in unshelled form, means the kernels in that consignment that are not enclosed by shells;

"shrivelled kernels" means whole kernels that have a shrivelled, grooved or dented appearance, but not whole kernels of which the veins on the testa are raised or crinkled;

"slotted screen" means a slotted screen referred to in regulation 22 (1);

"soiled kernels" means whole kernels that are soiled to such an extent that their appearance is affected;

"sticks", with regard to a consignment of groundnuts in unshelled form, means foreign matter in that consignment that consists of parts of the groundnut plant;

"sun-dried kernels", with regard to groundnuts in unshelled form, means kernels of which the testa comes off easily when it is rubbed lightly by hand;

"the Act" means the Marketing Act, 1968 (Act 59 of 1968);

"the Board" means the Oilseeds Board referred to in section 6 of the Scheme;

"the Scheme" means the Oilseeds Scheme published by Proclamation R. 73 of 1982, as amended;

"unshelled groundnuts" means pods or parts of pods other than the so-called raisins, that contain kernels; and

"unsound kernels" means mould-infested kernels and kernels or parts of kernels that are decayed or chalky, damaged by heat or insects, have sprouted, or, either internally or when the testa is removed, has a yellow, purple, brown, red or any other discolouration that is not characteristic of healthy kernels.

### **Application of regulations**

2. (1) These regulations shall apply to groundnuts that—

(a) are sold by a producer to or through the Board, whether in shelled or unshelled form; and

(b) are sold by the Board on behalf of a producer.

(2) Subject to the provisions of subregulation (3), the price at which a consignment of groundnuts in unshelled form is sold, shall be calculated on the basis of the percentage of kernel content thereof.

(3) The price at which a consignment of Class A, Class B or Class C groundnuts that is graded as the grade Edible kernels or Edible pods, is sold shall be calculated with due regard to the percentages of edible and crushing groundnuts in that consignment.

### **Classes of groundnuts**

3. A consignment of groundnuts shall for the purposes of the application of these regulations be classified—

(a) as Class A groundnuts if it consists of at least 97 per cent of Valencia type groundnuts;



- (b) as Klas B-grondbone geklassifiseer indien dit uit minstens 97 persent Natal Common-tipe grondbone bestaan;
- (c) as Klas C-grondbone geklassifiseer indien dit uit grondbone bestaan wat nie ingevolge hierdie regulasies as Klas A-, Klas B- of Klas D-grondbone geklassifiseer kan word nie; en
- (d) as Klas D-grondbone geklassifiseer indien dit uit minstens 97 persent Virginia-tipe grondbone, of grondbone van 'n ander tipe waarvan die pitte min of meer dieselfde grootte as dié van Virginia-tipe grondbone het, bestaan.

#### **Grade grondbone**

4. (1) Klas A-, Klas B- en Klas C-grondbone word vir die doeleindes van die toepassing van hierdie regulasies—

- (a) as Eetpeule, Perspeule, Skimmelbesmet of Ondergraad gegradeer indien dit in ongedopte vorm is; en
- (b) as Eetpitte, Perspitte, Skimmelbesmet of Ondergraad gegradeer indien dit in gedopte vorm is.

(2) Klas D-grondbone word vir die doeleindes van die toepassing van hierdie regulasies—

- (a) as Graad 1, Graad 2, Songedroog, Skimmelbesmet of Ondergraad gegradeer indien dit in ongedopte vorm is; en
- (b) as Graad DG1, Graad DG2, Graad DG3, Graad DG4, Graad DG4-skimmelbesmet of Ondergraad gegradeer indien dit in gedopte vorm is.

#### **Standaarde vir grade van Klasse A-, B- en C-grondbone**

5. (1) (a) Behoudens die bepalings van paragraaf (b) kan 'n besending Klas A-, Klas B- of Klas C-grondbone as Eetpeule, Eetpitte, Perspeule of Perspitte gegradeer word indien die mate waartoe die eienskappe in kolom 1 van Tabel 1 vermeld, in daardie besending voorkom, in ooreenstemming is met die toepaslike standarde wat in kolom 2, 3, 4 of 5 van genoemde Tabel vir die betrokke graad teenoor die onderskeie eienskappe vermeld word.

(b) 'n Besending in paragraaf (a) bedoel, word slegs as die graad Eetpitte gegradeer indien dit minstens 40 persent eetgrondbone bevat.

(2) 'n Besending Klas A-, Klas B- of Klas C-grondbone word—

- (a) as Skimmelbesmet gegradeer indien dit meer as 5 g skimmelbesmette pitte per 2 kg pitte bevat; en
- (b) as Ondergraad gegradeer indien dit—
  - (i) 'n muwwe, suur of ander onaanvaarbare reuk het;
  - (ii) grondbone bevat waarin of waarop 'n stof voorkom wat dit ongeskik maak vir menslike verbruik of vir verwerking tot gesonde voedsel of voer;
  - (iii) meer as sewe persent vog bevat;
  - (iv) kasteroliesade of ander giftige sade bevat;
  - (v) enige lewende insekte bevat;
  - (vi) in die geval van grondbone in ongedopte vorm, meer as ses persent stokkies of meer as 10 persent vreemde voorwerpe bevat;
  - (vii) in die geval van grondbone in gedopte vorm, meer as drie persent vreemde voorwerpe, of meer as nege persent ongedopte grondbone en vreemde voorwerpe gesamentlik bevat; of
  - (viii) in die geval van Perspitte en Perspeule, meer as 15 persent ongesonde pitte bevat.

- (b) as Class B groundnuts if it consists of at least 97 per cent of Natal Common type groundnuts;
- (c) as Class C groundnuts if it consists of groundnuts that can not in terms of these regulations be classified as Class A, Class B or Class D groundnuts; and
- (d) as Class D groundnuts if it consists of at least 97 per cent of Virginia type groundnuts, or groundnuts of any other type of which the kernels have more or less the same size as that of Virginia type groundnuts.

#### **Grades of groundnuts**

4. (1) Class A, Class B and Class C groundnuts shall for the purposes of the application of these regulations be graded—

- (a) as Edible pods, Crushing pods, Mould-infested or Undergrade if it is in unshelled form; and
- (b) as Edible kernels, Crushing kernels, Mould-infested or Undergrade if it is in shelled form.

(2) Class D groundnuts shall for the purposes of the application of these regulations be graded—

- (a) as Grade 1, Grade 2, Sundried, Mould-infested or Undergrade if it is in unshelled form; and
- (b) as Grade DG1, Grade DG2, Grade DG3, Grade DG4, Grade DG4-mould-infested or Undergrade if it is in shelled form.

#### **Standards for grades of Classes A, B and C groundnuts**

5. (1) (a) Subject to the provisions of paragraph (b) a consignment of Class A, Class B or Class C groundnuts may be graded as Edible pods, Edible kernels, Crushing pods or Crushing kernels if the extent to which the properties specified in column 1 of Table 1 occur in that consignment, is in accordance with the applicable standards specified in column 2, 3, 4 or 5 of the said Table for the grade concerned opposite the respective properties.

(b) A consignment referred to in paragraph (a) shall only be graded as Edible kernels if it contains at least 40 per cent of edible groundnuts.

(2) A consignment of Class A, Class B or Class C groundnuts shall be graded—

- (a) as Mould-infested if it contains more than 5 g of mould-infested kernels per 2 kg of kernels; and
- (b) as Undergrade if—
  - (i) it has a musty, sour or any other unacceptable smell;
  - (ii) it contains groundnuts in or on which a substance occurs that renders it unsuitable for human consumption or for processing into healthy food or feed;
  - (iii) it contains more than seven per cent of moisture;
  - (iv) it contains castor seeds or other poisonous seeds;
  - (v) it contains any live insects;
  - (vi) in the case of groundnuts in unshelled form, it contains more than six per cent of sticks or more than 10 per cent of foreign matter;
  - (vii) in the case of groundnuts in shelled form, it contains more than three per cent of foreign matter, or more than nine per cent of unshelled groundnuts and foreign matter jointly; or
  - (viii) in the case of Crushing kernels and Crushing pods, it contains more than 15 per cent of unsound kernels.



**Standaard vir grade van Klas D-grondbone**

6. (1) 'n Besending Klas D-grondbone kan as Graad 1, Graad 2, Graad DG1, Graad DG2, Graad DG3 of Graad DG4 gegradeer word indien die mate waartoe die eienskappe in kolom 1 van Tabel 2 vermeld, in daardie besending voorkom, in ooreenstemming is met die toepaslike standaard wat in kolom 2, 3, 4, 5, 6 of 7 van genoemde Tabel vir die betrokke graad teenoor die onderskeie eienskappe vermeld word.

(2) 'n Besending Klas D-grondbone word—

- (a) as Songedroog gegradeer indien dit—
  - (i) in ongedopte vorm is;
  - (ii) aan al die standaard vir 'n klas in subregulasie (1) bedoel, behalwe die vereiste met betrekking tot die voorkoms van songedroogde pitte voldoen; en
  - (iii) meer as 10 persent songedroogde pitte bevat;
- (b) as Skimmelbesmet gegradeer indien dit, behoudens die bepaling van paragraaf (c)—
  - (i) in ongedopte vorm is; en
  - (ii) meer as 8 g skimmelbesmette pitte per 2 kg pitte bevat;
- (c) as DG4-skimmelbesmet gegradeer indien dit—
  - (i) in gedopte vorm is;
  - (ii) aan al die standaard vir 'n klas in subregulasie (1) bedoel, behalwe die vereiste met betrekking tot die voorkoms van skimmelbesmette pitte, voldoen; en
  - (iii) meer as 8 g of, in die geval van grondbone van die graad DG4, meer as 6 g skimmelbesmette pitte per 2 kg pitte bevat;
- (d) as Ondergraad gegradeer word indien dit—
  - (i) nie aan al die standaard vir 'n klas in subregulasie (1) bedoel, voldoen nie;
  - (ii) 'n muwwe, suur of ander onaanvaarbare reuk het;
  - (iii) grondbone bevat waarin of waarop 'n stof voorkom wat dit ongeskik maak vir menslike verbruik of vir verwerking tot gesonde voedsel of voer;
  - (iv) meer as sewe persent vog bevat;
  - (v) kasteroliesade of ander giftige sade bevat;
  - (vi) enige lewende insekte bevat; of
  - (vii) in die geval van grondbone in ongedopte vorm, meer as drie persent vreemde voorwerpe bevat.

**Houers**

7. 'n Besending grondbone in gedopte vorm moet vir die doeleindes van die toepassing van hierdie regulasies in sakke verpak wees.

**Monsterneming**

8. (1) 'n Monster van 'n besending word vir die doeleindes van die toepassing van hierdie regulasies verkry deur—

- (a) in die geval van grondbone in ongedopte vorm wat in sakke gelewer word, minstens vyf persent van die sakke in daardie besending wat willekeurig uitgekies is, met die hand te bemonster soos in subregulasie (2) beoog;
- (b) in die geval van grondbone in ongedopte vorm wat in losmaat gelewer word, daardie besending by minstens vier verskillende plekke in die betrokke losmaathouer wat willekeurig uitgekies is, met 'n skopgraaf te bemonster soos in subregulasie (3) beoog; en

**Standards for grades of Class D groundnuts**

6. (1) A consignment of Class D groundnuts may be graded as Grade 1, Grade 2, Grade DG1, Grade DG2, Grade DG3 or Grade DG4 if the extent to which the properties specified in column 1 of Table 2 occur in that consignment is in accordance with the applicable standards specified in column 2, 3, 4, 5, 6 or 7 of the said Table for the grade concerned opposite the respective properties.

(2) A consignment of Class D groundnuts shall be graded—

- (a) as Sun-dried if—
  - (i) it is in unshelled form;
  - (ii) it complies with all the standards referred to in subregulation (1), except the requirement with regard to the occurrence of sun-dried kernels; and
  - (iii) it contains more than 10 per cent of sun-dried kernels;
- (b) as Mould-infested if, subject to the provisions of paragraph (c)—
  - (i) it is in unshelled form;
  - (ii) it contains more than 8 g of mould-infested kernels per 2 kg of kernels; and
- (c) as DG4-mould-infested if—
  - (i) it is in shelled form;
  - (ii) it complies with all the standards for a class referred to in subregulation (1), except the requirement regarding the occurrence of mould-infested kernels; and
  - (iii) it contains more than 8 g or, in the case of groundnuts of the grade DG4, more than 6 g of mould-infested kernels per 2 kg of kernels;
- (d) as Undergrade if—
  - (i) it does not comply with all the standards for a class referred to in subregulation (1);
  - (ii) it has a musty, sour or other unacceptable smell;
  - (iii) it contains groundnuts in or on which a substance occurs that renders it unsuitable for human consumption or for processing into healthy food or feed;
  - (iv) it contains more than seven per cent of moisture;
  - (v) it contains castor seeds or other poisonous seeds;
  - (vi) contains any live insects; or
  - (vii) in the case of groundnuts in unshelled form, contains more than three per cent of foreign matter.

**Containers**

7. A consignment of groundnuts in shelled form shall for the purposes of the application of these regulations be packed in bags.

**Sampling**

8. (1) A sample of a consignment shall for the purposes of the application of these regulations—

- (a) in the case of groundnuts in unshelled form that is delivered in bags, be obtained by sampling at least five per cent of the bags in that consignment which are chosen at random, with the hand as contemplated in subregulation (2);
- (b) in the case of groundnuts in unshelled form that is delivered in bulk, be obtained by sampling that consignment at not less than four different places selected at random in the bulk container concerned, with a shovel as contemplated in subregulation (3); and

## (c) in die geval van grondbone in gedopte vorm—

- (i) minstens 5 persent van die sakke in daardie besending wat willekeurig uitgekies is, met die hand te bemonster soos in subregulasie (2) beoog; of
- (ii) minstens 50 persent van die sakke in daardie besending wat willekeurig uitgekies is, met 'n graansteker te bemonster soos in subregulasie (4) beoog.

## (2) Die bemonstering van 'n besending met die hand word gedoen deur—

- (a) die sakke wat uit daardie besending uitgekies is, oop te maak;
- (b) die ge-opende hand in elke sodanige sak te steek, die hand in 'n vuus toe te maak en dit daarna gelykmatig uit te trek;
- (c) die materiaal wat deur die hand omsluit is, in 'n geskikte houer te plaas;
- (d) die prosedure in paragraaf (b) beskryf, afwisselend op verskillende dieptes in elke sodanige sak te herhaal en die materiaal aldus daaruit verwyder, in die houer in paragraaf (c) bedoel, te plaas;
- (e) ongeveer gelyke hoeveelhede materiaal uit elke sak wat uit daardie besending uitgekies is, te neem; en
- (f) die materiaal aldus verkry, deeglik te meng en met behulp van 'n monsterverdeler te verdeel sodat die monster van die betrokke besending—
  - (i) in die geval van grondbone in ongedopte vorm, uit twee gedeeltes van minstens 10 kg elk bestaan; en
  - (ii) in die geval van grondbone in gedopte vorm, uit twee gedeeltes van minstens 2,5 kg elk bestaan.

## (3) Die bemonstering van 'n besending met 'n skopgraaf word gedoen deur—

- (a) die skopgraaf met 'n ligte skudbeweging in die grondbone te steek by elke plek wat in die betrokke losmaathouer uitgekies is, en die skopgraaf daarna gelykmatig op te tel terwyl dit horisontaal gedraai word;
- (b) die materiaal op die skopgraaf in 'n geskikte houer te plaas;
- (c) die prosedure in paragraaf (a) beskryf, afwisselend op verskillende dieptes by elke uitgekose plek in die betrokke losmaathouer te herhaal en die materiaal aldus daaruit verwyder, in die houer in paragraaf (b) bedoel, te plaas;
- (d) ongeveer gelyke hoeveelhede materiaal by elke uitgekose plek te neem; en
- (e) die materiaal aldus verkry, deeglik te meng en met behulp van 'n monsterverdeler te verdeel sodat die monster van die betrokke besending uit twee gedeeltes van minstens 10 kg elk bestaan.

## (4) Die bemonstering van 'n besending met 'n graansteker word gedoen deur—

- (a) die spitstoelopende punt van so 'n steker opwaarts met 'n hoek van ongeveer 30 grade met die horisontale lyn en met die opening daarvan na onder, in elke sak wat uit daardie besending uitgekies is, te steek totdat die punt van die steker ongeveer in die middel van so 'n sak is;
- (b) die steker daarna deur ongeveer 180 grade op die lengte-as daarvan te draai sodat die opening daarvan bo is;

## (c) in the case of groundnuts in shelled form, be obtained—

- (i) by sampling at last five per cent of the bags in that consignment which are chosen at random, with the hand as contemplated in subregulation (2); or
- (ii) by sampling at least 50 per cent of the bags in that consignment which are chosen at random, with a grain probe as contemplated in subregulation (4).

## (2) The sampling of a consignment with the hand shall be done by—

- (a) opening the bags that were chosen from that consignment;
- (b) inserting the open hand into each such bag, closing the hand into a fist and thereafter withdrawing it equably;
- (c) placing the material encased by the hand in a suitable container;
- (d) repeating the procedure described in paragraph (b) alternately at various depths in each such bag and placing the material thus removed therefrom, in the container referred to in paragraph (c);
- (e) taking more or less equal quantities of material from each bag chosen from that consignment; and
- (f) thoroughly mixing the material thus obtained and dividing it by means of a sample divider in order that the sample of the consignment concerned shall—
  - (i) in the case of groundnuts in unshelled form, consist of two portions of at least 10 kg each; and
  - (ii) in the case of groundnuts in shelled form, consist of two portions of at least 2,5 kg each.

## (3) The sampling of a consignment with a shovel shall be done by—

- (a) inserting the shovel with a slight shaking movement into the groundnuts at each place selected in the bulk container concerned and thereafter lifting the shovel equably whilst turning it horizontally;
- (b) placing the material on the shovel in a suitable container;
- (c) repeating the procedure described in paragraph (a) alternately at various depths at each selected place in the bulk container concerned and placing the material thus removed therefrom, in the container referred to in paragraph (b);
- (d) taking more or less equal quantities of material at each selected place; and
- (e) thoroughly mixing the material thus obtained and dividing it by means of a sample divider in order that the sample of the consignment concerned shall consist of two portions of at least 10 kg each.

## (4) The sampling of a consignment with a grain probe shall be done by—

- (a) inserting the tapered end of the probe upwards at an angle of approximately 30 degrees with the horizontal line and with the opening thereof downwards, into each bag chosen from that consignment until the end of the probe is approximately in the centre of such bag;
- (b) thereafter turning the probe on its longitudinal axis through approximately 180 degrees so that the opening thereof is at the top;

- (c) die steker daarna met 'n ligte skudbeweging en afnemende spoed uit die betrokke sak te trek sodat 'n relatief gelykmatige en toenemende vloeï van pitte deur die opening daarvan nader aan die kant van die sak gehandhaaf word;
  - (d) die materiaal wat in die steker bevat is, in 'n geskikte houer leeg te maak;
  - (e) die prosedure in paragrawe (a), (b) en (c) beskryf, afwisselend aan die bokant, middel en onderkant van elke sak te herhaal en die materiaal aldus daaruit verwyder, in die houer in paragraaf (d) bedoel, te plaas;
  - (f) ongeveer gelyke hoeveelhede materiaal uit elke sak wat uit daardie besending uitgekies is, te neem; en
  - (g) die materiaal aldus verkry, deeglik te meng en met behulp van 'n monsterverdelers te verdeel sodat die monster van die betrokke besending uit twee gedeeltes van minstens 2,5 kg elk bestaan.
- (5) 'n Graansteker in subregulasie (4) bedoel, moet—
- (a) lank genoeg wees sodat die punt daarvan die middel van 'n sak wat bemonster word, sal bereik; en
  - (b) bestaan uit 'n silindriese buis met 'n spits toelopende punt en 'n opening naby die punt.
- (6) Indien dit uit 'n ondersoek van die grondbone wat uit verskillende sakke in 'n besending geneem is soos in hierdie regulasie beoog, blyk dat die inhoud van daardie sakke ooglopend verskil—
- (a) moet die onderskeie sakke van mekaar geskei word;
  - (b) moet al die sakke in die betrokke besending bemonster word ten einde sodanige klassifikasie en skeiding te doen; en
  - (c) word elke groep sakke van 'n bepaalde klas in die betrokke besending vir die doeleindes van hierdie regulasies geag 'n afsonderlike besending te wees.
- (7) 'n Monster wat ingevolge hierdie regulasie geneem is, word geag verteenwoordigend te wees van die besending waaruit dit geneem is.

#### **Bepaling van reuk, nadelige stof, giftige saad- en lewende insekinhoud**

9. 'n Monster van 'n besending grondbone word sintuiglik beoordeel of skeikundig ontleed ten einde te bepaal—

- (a) of dit 'n muwwe, suur of ander onaanvaarbare reuk het;
- (b) of dit grondbone bevat waarin of waarop 'n stof voorkom wat dit ongeskik maak vir menslike gebruik of vir verwerking tot gesonde voedsel of voer;
- (c) of dit kasteroliesade of ander giftige sade bevat; en
- (d) of dit enige lewende insekte bevat.

#### **Bepaling van klas**

10. (1) Die klas van 'n besending grondbone in ongeopte vorm word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur uit die monter van die besending 200 g wat vry van vreemde voorwerpe en gedopte pitte is, af te meet.
- (b) Verwyder alle peule van 'n ander klas uit die werkmonster en bepaal die massa van die oorblywende hoeveelheid.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 200 g.
- (d) Sodanige persentasie verteenwoordig die persentasie grondbone van die bepaalde klas in die betrokke besending.

- (c) thereafter withdrawing the probe with a slight shaking movement and diminishing speed from the bag concerned so that a relatively equable and increasing flow of kernels is maintained through the opening thereof closer to the side of the bag;
  - (d) emptying the material contained in the probe in a suitable container;
  - (e) repeating the procedure described in paragraphs (a), (b), and (c) alternately at the top, middle and bottom of each bag and placing the material thus removed therefrom in the container referred to in paragraph (d);
  - (f) taking approximately equal quantities of material from each bag chosen from the consignment; and
  - (g) thoroughly mixing the material thus obtained and dividing it by means of a sample divider in order that the sample of the consignment concerned shall consist of two portions of at least 2,5 kg each.
- (5) A grain probe referred to in subregulation (4) shall—
- (a) be long enough in order that the end thereof will reach the centre of a bag being sampled; and
  - (b) consist of a silindric tube with a tapered end and an opening close to the end.
- (6) If it appears from an examination of the groundnuts taken from different bags in a consignment as contemplated in this regulation, that the contents of those bags differ conspicuously—
- (a) the respective bags shall be separated from each other;
  - (b) all the bags in the consignment concerned shall be sampled in order to do such classification and separation; and
  - (c) each group of bags of a specific class in the consignment concerned shall for the purposes of these regulations be deemed to be a separate consignment.
- (7) A sample taken in terms of this regulation shall be deemed to be representative of the consignment from which it has been taken.

#### **Determination of smell, harmful substance, poisonous seed and live insect content**

9. A sample of a consignment of groundnuts shall be assessed sensorially or be analysed chemically in order to determine—

- (a) whether it has a musty, sour or other unacceptable smell;
- (b) whether it contains groundnuts in or on which a substance occurs that renders it unsuitable for human consumption or for processing into healthy food or feed;
- (c) whether it contains castor seeds or other poisonous seeds; and
- (d) whether it contains any live insects.

#### **Determination of class**

10. (1) The class of a consignment of groundnuts in unshelled form shall be determined as follows;

- (a) Prepare a working sample by measuring off from the sample of the consignment 200 g that is free of foreign matter and shelled kernels.
- (b) Remove all pods of another class from the working sample and determine the mass of the remaining quantity.
- (c) Express the mass thus determined as a percentage of 200 g.
- (d) Such percentage shall represent the percentage of groundnuts of the particular class in the consignment concerned.



(2) Die klas van 'n besending grondbone in gedopte vorm word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur uit die monster van die besending 100 g wat vry van vreemde voorwerpe, beskadigde pitte en pitte sonder saadhuif is, af te meet.
- (b) Verwyder alle pitte van 'n ander klas uit die werkmonster en bepaal die massa van die oorblywende hoeveelheid.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 100 g.
- (d) Sodanige persentasie verteenwoordig die persentasie grondbone van die bepaalde klas in die betrokke besending.

#### **Bepaling van voginhoud**

11. (1) Die persentasie vog in 'n besending grondbone word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur—
  - (i) in die geval van 'n besending in ongedopte vorm, 'n hoeveelheid peule van die monster daarvan uit te dop; en
  - (ii) in die geval van 'n besending in gedopte vorm, alle vreemde voorwerpe uit 'n hoeveelheid van die monster daarvan te verwyder.
- (b) Meet van die werkmonster die massa pitte af wat vereis word in die gebruiksaanwysings van die instrument wat vir die vogbepaling gebruik sal word.
- (c) Maal die aldus afgemete massa vir minstens 30 maar hoogstens 60 sekondes in 'n handgraanmeul sodat die fynheid daarvan is soos in die gebruiksaanwysings van die betrokke instrument vereis word.
- (d) Plaas die gemaalde hoeveelheid onverwyld in 'n droë glasfles met 'n skroefdeksel en 'n inhoudsvermoë van tussen 300 en 400 ml.
- (e) Skroef die deksel dig en meng die inhoud deeglik deur die glasfles vir minstens 30 sekondes gelyktydig te draai en te kantel.
- (f) Stel die instrument wat vir die vogbepaling gebruik sal word, volgens die gebruiksaanwysings daarvan op, toets die werking daarvan en kalibreer dit indien nodig.
- (g) Meet 'n hoeveelheid soos deur die gebruiksaanwysings van die betrokke instrument vereis, van die gemaalde hoeveelheid af, berei dit volgens die gebruiksaanwysings voor en plaas dit daarna in die betrokke instrument.
- (h) Aktiveer die betrokke instrument volgens die gebruiksaanwysings daarvan, neem die lesing op die instrument en bepaal terselfdertyd die omgewings-temperatuur in die onmiddellike omgewing van die instrument.
  - (i) Herlei die lesing op die betrokke instrument na 'n persentasie op die wyse in die gebruiksaanwysings daarvan uiteengesit.
  - (j) Behoudens die bepaling van subregulasie (2) verteenwoordig sodanige persentasie die voginhoud van die betrokke besending.

(2) Indien 'n Marconi-vogmeter Model TF933, TF933A, TF933B of TF933C gebruik word om voginhoud te bepaal—

- (a) moet die lesing wat ingevolge subregulasie (1) (h) geneem is en met 'n syfer in kolom 1 van Tabel 3 vermeld, ooreenstem, herlei word na die toepaslike persentasie in kolom 2 van genoemde Tabel daarteenoor vermeld; en

(2) The class of a consignment of groundnuts in shelled form shall be determined as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 100 g that is free of foreign matter, damaged kernels and kernels without testa.
- (b) Remove all kernels of another class from the working sample and determine the mass of the remaining quantity.
- (c) Express the mass thus determined as a percentage of 100 g.
- (d) Such percentage shall represent the percentage of groundnuts of the particular class in the consignment concerned.

#### **Determination of moisture content**

11. (1) The percentage of moisture in a consignment of groundnuts shall be determined as follows:

- (a) Prepare a working sample by—
  - (i) shelling, in the case of a consignment in unshelled form, a quantity of pods of the sample thereof; and
  - (ii) removing, in the case of a consignment in shelled form, all foreign matter from a quantity of the sample thereof.
- (b) Measure off from the working sample the mass of kernels required in the directions for use of the instrument to be used for the moisture determination.
- (c) Mill the mass thus measured for at least 30, but not more than 60 seconds in a hand-grain mill in order that the fineness thereof is as required in the directions for use of the instrument concerned.
- (d) Place the milled quantity forthwith in a dry glass jar with a screwtop and a capacity of between 300 and 400 ml.
- (e) Screw the top tight and mix the contents thoroughly by turning and tilting the glass jar simultaneously for at least 30 seconds.
- (f) Set up the instrument to be used for the moisture determination in accordance with the directions for use thereof, test the operation thereof and calibrate it if necessary.
- (g) Measure off a quantity as required by the directions for use of the instrument concerned, from the milled quantity, prepare it in accordance with the directions for use, and thereafter place it in the instrument concerned.
- (h) Activate the instrument concerned in accordance with the directions for use thereof, take the reading on the instrument and at the same time determine the ambient temperature in the immediate vicinity of the instrument.
  - (i) Convert the reading on the instrument concerned to a percentage in the manner set out in the directions for use thereof.
  - (j) Subject to the provisions of subregulation (2) such percentage shall represent the moisture content of the consignment concerned.

(2) If a Marconi moisture meter Model TF933, TF933A, TF933B or TF933C is used to determine moisture content—

- (a) the reading taken in terms of subregulation (1) (h) and corresponding with a figure specified in column 1 of Table 3 shall be converted to the applicable percentage specified in column 2 of the said Table opposite thereto; and

(b) moet die persentasie aldus herlei, vir temperatuur aangepas word deur—

- (i) daardie persentasie met 0,05 persent te vermeerder vir elke graad Celsius wat die omgewingstemperatuur onder 20 °C is; en
- (ii) daardie persentasie met 0,05 persent te verminder vir elke graad Celsius wat die omgewingstemperatuur meer as 20 °C is.

**Bepaling van persentasie stokkies, vreemde voorwerpe en uitgedopte pitte**

12. (1) (a) Die persentasie stokkies, vreemde voorwerpe en uitgedopte pitte in 'n besending grondbone in ongedopte vorm word soos volg bepaal:

- (i) Berei 'n werkmonster voor deur uit die monster van die besending 10 kg af te meet.
- (ii) Verwyder alle stokkies, ander vreemde voorwerpe en uitgedopte pitte afsonderlik uit die werkmonster en bepaal die onderskeie massas daarvan.
- (iii) Druk die onderskeie massas van die stokkies en uitgedopte pitte aldus bepaal, uit as persentasie van 10 kg.
- (iv) Sodanige persentasies verteenwoordig onderskeidelik die persentasies stokkies en uitgedopte pitte in die betrokke besending.
- (v) Bereken die som van die massas van die stokkies en ander vreemde voorwerpe wat ingevolge subparagraaf (ii) uit die werkmonster verwyder is, en druk die massa aldus bereken, uit as 'n persentasie van 10 kg.
- (vi) Behoudens die bepalinge van paragraaf (b) verteenwoordig sodanige persentasie die persentasie vreemde voorwerpe in die betrokke besending.

(b) Indien grond aan die peule van 'n monster van 'n besending in paragraaf (a) bedoel, kleeft, word die persentasie vreemde voorwerpe in die betrokke besending soos volg bepaal:

- (i) Berei 'n werkmonster voor deur uit die monster van die besending 200 g wat vry van stokkies, ander vreemde voorwerpe en gedopte pitte is, af te meet.
- (ii) Vryf die grond aan die peule in die werkmonster met die hand af en bepaal die massa van sodanige grond.
- (iii) Druk die massa aldus bepaal, uit as 'n persentasie van 200 g.
- (iv) Bereken die som van sodanige persentasie en die persentasie in paragraaf (a) (vi) bedoel.
- (v) Sodanige som verteenwoordig die persentasie vreemde voorwerpe in die betrokke besending.

(2) Die persentasie ongedopte grondbone en vreemde voorwerpe in 'n besending grondbone in gedopte vorm word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur uit die monster van die besending 2,0 kg af te meet.
- (b) Verwyder alle ongedopte grondbone en vreemde voorwerpe afsonderlik uit die werkmonster en bepaal die onderskeie massas daarvan.
- (c) Bereken die som van die massas van die ongedopte grondbone en vreemde voorwerpe ingevolge paragraaf (b) bepaal, en druk die massa aldus bereken, uit as 'n persentasie van 2,0 kg.
- (d) Sodanige persentasie verteenwoordig die gesamentlike persentasie ongedopte grondbone en vreemde voorwerpe in die betrokke besending.
- (e) Druk die massa van die vreemde voorwerpe ingevolge paragraaf (b) bepaal, uit as 'n persentasie van 2,0 kg.
- (f) Sodanige persentasie verteenwoordig die persentasie vreemde voorwerpe in die betrokke besending.

(b) the percentage thus converted shall be adjusted for temperature by—

- (i) increasing that percentage by 0,05 per cent for every degree Celsius that the ambient temperature is below 20 °C; and
- (ii) reducing that percentage by 0,05 per cent for every one degree Celsius that the ambient temperature is more than 20 °C.

**Determination of percentages of sticks, foreign matter and shelled kernels**

12. (1) (a) The percentages of sticks, foreign matter and shelled kernels in a consignment of groundnuts in unshelled form shall be determined as follows:

- (i) Prepare a working sample by measuring off 10 kg from the sample of the consignment.
- (ii) Remove all sticks, other foreign matter and shelled kernels separately from the working sample and determine the respective masses thereof.
- (iii) Express the respective masses of the sticks and shelled kernels thus determined as percentages of 10 kg.
- (iv) Such percentages shall respectively represent the percentages of sticks and shelled kernels in the consignment concerned.
- (v) Calculate the sum total of the masses of the sticks and other foreign matter removed in terms of subparagraph (ii) from the working sample, and express the mass thus calculated as a percentage of 10 kg.
- (vi) Subject to the provisions of paragraph (b) such percentage shall represent the percentage of foreign matter in the consignment concerned.

(b) If soil clings to the pods of a sample of a consignment referred to in paragraph (a), the percentage of foreign matter in the consignment concerned shall be determined as follows:

- (i) Prepare a working sample by measuring off from the sample of the consignment 200 g that is free of sticks, other foreign matter and shelled kernels.
- (ii) Rub the soil on the pods in the working sample off by hand and determine the mass of such soil.
- (iii) Express the mass thus determined as a percentage of 200 g.
- (iv) Calculate the sum total of such percentage and the percentage referred to in paragraph (a) (vi).
- (v) Such sum total shall represent the percentage of foreign matter in the consignment concerned.

(2) The percentages of unshelled groundnuts and foreign matter in a consignment of groundnuts in shelled form shall be determined as follows:

- (a) Prepare a working sample by measuring off 2,0 kg from the sample of the consignment.
- (b) Remove all unshelled groundnuts and foreign matter separately from the working sample and determine the respective masses thereof.
- (c) Calculate the sum total of the masses of the unshelled groundnuts and foreign matter determined in terms of paragraph (b) and express the mass thus calculated as a percentage of 2,0 kg.
- (d) Such percentage shall represent the combined percentage of unshelled groundnuts and foreign matter in the consignment concerned.
- (e) Express the mass of the foreign matter determined in terms of paragraph (b) as a percentage of 2,0 kg.
- (f) Such percentage shall represent the percentage of foreign matter in the consignment concerned.



**Bepaling van persentasie oop en gebreekte peule**

13. Die persentasie oop en gebreekte peule in 'n besending grondbone in ongedopte vorm word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur uit die monster van die besending 200 g wat vry van vreemde voorwerpe en gedopte pitte is, af te meet.
- (b) Verwyder alle oop en gebreekte peule uit die werkmonster en bepaal die massa daarvan.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 200 g.
- (d) Sodanige persentasie verteenwoordig die persentasie oop en gebreekte peule in die betrokke besending.

**Bepaling van pitinhoud**

14. Die persentasie pitinhoud van 'n besending grondbone in ongedopte vorm word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur uit die monster van die besending 200 g wat vry van vreemde voorwerpe en gedopte pitte is, af te meet.
- (b) Dop die peule in die werkmonster uit en bepaal die massa van die pitte wat daarvan verkry is.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 200 g.
- (d) Herhaal die prosedure in paragrawe (a), (b) en (c) beskryf.
- (e) Bepaal die gemiddelde van die persentasies ingevolge paragrawe (c) en (d) uitgedruk.
- (f) Sodanige gemiddelde verteenwoordig die persentasie pitinhoud van die betrokke besending.

**Bepaling van massa skimmelbesmette pitte**

15. Die massa skimmelbesmette pitte per 2 kg pitte in 'n besending grondbone word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur 2 kg pitte uit die monster van die besending af te meet wat—
  - (i) in die geval van grondbone in ongedopte vorm, verkry is deur 'n voldoende hoeveelheid peule van die monster uit te dop; en
  - (ii) in die geval van grondbone in gedopte vorm, vry van vreemde voorwerpe is.
- (b) Verwyder al die skimmelbesmette pitte uit die werkmonster en bepaal die massa daarvan: Met dien verstande dat pitte wat vermoedelik skimmelbesmet is, oopgebreek of oopgesny moet word ten einde te bepaal of skimmelgroeï daarin voorkom.
- (c) Die massa aldus bepaal, verteenwoordig die massa skimmelbesmette pitte per 2 kg in die betrokke besending.

**Bepaling van persentasie gevlekte, vuilgesmeerde en defekte pitte in Klasse A-, B- en C-grondbone**

16. Die persentasies gevlekte, vuilgesmeerde en defekte pitte in 'n besending Klas A-, Klas B- of Klas C-grondbone word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur uit 'n ander gedeelte van die monster van die besending as die gedeelte waaruit 'n werkmonster in regulasie 15 (a) bedoel, verkry is, 200 g pitte af te meet wat—
  - (i) in die geval van grondbone in ongedopte vorm, verkry is deur 'n voldoende hoeveelheid peule van die monster uit te dop; en
  - (ii) in die geval van grondbone in gedopte vorm, vry van vreemde voorwerpe is;
- (b) Plaas die werkmonster op 'n 6,75 mm-gleufsif wat op 'n opvangbak gepas is, sif dit en bepaal die massa van die pitte wat op die gleufsif agterbly.

**Determination of percentage of open and broken pods**

13. The percentage of open and broken pods in a consignment of groundnuts in unshelled form shall be determined as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 200 g that is free of foreign matter and shelled kernels.
- (b) Remove all open and broken pods from the working sample and determine the mass thereof.
- (c) Express the mass thus determined as a percentage of 200 g.
- (d) Such percentage shall represent that percentage of open and broken pods in the consignment concerned.

**Determination of kernel content**

14. The percentage kernel content of a consignment of groundnuts in unshelled form shall be determined as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 200 g that is free of foreign matter and shelled kernels.
- (b) Shell the pods in the working sample and determine the mass of the kernels obtained therefrom.
- (c) Express the mass thus determined as a percentage of 200 g.
- (d) Repeat the procedure described in paragraphs (a), (b) and (c).
- (e) Determine the average of the percentages expressed in terms of paragraphs (c) and (d).
- (f) Such average shall represent the percentage kernel content of the consignment concerned.

**Determination of mass of mould-infested kernels**

15. The mass of mould-infested kernels per 2 kg of kernels in a consignment of groundnuts shall be determined as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 2 kg of kernels that—
  - (i) in the case of groundnuts in unshelled form, is obtained by shelling a sufficient quantity of pods of the sample; and
  - (ii) in the case of groundnuts in shelled form, is free of foreign matter.
- (b) Remove all the mould-infested kernels from the working sample and determine the mass thereof: Provided that kernels that are presumably mould-infested shall be broken or cut open in order to determine whether mould-growth occurs therein.
- (c) The mass thus determined shall represent the mass of mould-infested kernels per 2 kg in the consignment concerned.

**Determination of percentages of blemished, soiled and defective kernels in Classes A, B and C groundnuts**

16. The percentages of blemished, soiled and defective kernels in a consignment of Class A, Class B or Class C groundnuts shall be determined as follows:

- (a) Prepare a working sample by measuring off from a portion of the sample of the consignment other than the portion from which the working sample referred to in regulation 15 (a) was obtained 200 g of kernels that—
  - (i) in the case of groundnuts in unshelled form, is obtained by shelling a sufficient quantity of pods of the sample; and
  - (ii) in the case of groundnuts in shelled form, is free of foreign matter.
- (b) Place the working sample on a 6,75 mm slotted screen that is fitted onto a collecting tray, screen it and determine the mass of the kernels remaining on the slotted screen.



- (c) Verwyder alle ongesonde, gevlekte en vuilgesmeerde pitte uit die pitte op die gleufsif en bepaal die gesamentlike massa daarvan.
- (d) Druk die massa aldus bepaal, uit as 'n persentasie van die massa soos ingevolge paragraaf (b) bepaal, van die pitte wat op die gleufsif agterbly.
- (e) Sodanige persentasie verteenwoordig die persentasie ongesonde, gevlekte en vuilgesmeerde pitte in die betrokke besending.
- (f) Verwyder alle beskadigde en verkrimpte pitte uit die pitte op die gleufsif na die verwydering in paragraaf (c) bedoel, en bepaal die gesamentlike massa daarvan.
- (g) Vryf die pitte op die gleufsif na die verwydering in paragraaf (f) bedoel, liggies met die hand, verwyder alle songedroogde pitte daaruit en bepaal die massa daarvan.
- (h) Bereken die som van die massas ingevolge paragrawe (c), (f) en (g) bepaal.
- (i) Druk die gesamentlike massa aldus bereken, uit as 'n persentasie van die massa soos ingevolge paragraaf (b) bepaal, van die pitte wat op die gleufsif agterbly.
- (j) Sodanige persentasie verteenwoordig die persentasie defekte pitte in die betrokke besending.

#### **Bepaling van persentasie ongesonde pitte**

17. Die persentasie ongesonde pitte in 'n besending grondbone word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur 200 g pitte uit die monster van die besending af te meet wat—
  - (i) in die geval van grondbone in ongedopte vorm, verkry is deur 'n voldoende hoeveelheid peule van die monster uit te dop; en
  - (ii) in die geval van grondbone in gedopte vorm, vry van vreemde voorwerpe is.
- (b) Verwyder alle ongesonde pitte uit die werkmonster en bepaal die massa daarvan.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 200 g.
- (d) Sodanige persentasie verteenwoordig die persentasie ongesonde pitte in die betrokke besending.

#### **Bepaling van persentasie gevlekte, vuilgesmeerde en beskadigde pitte in Klas D-grondbone**

18. Die persentasie gevlekte, vuilgesmeerde en beskadigde pitte in 'n besending Klas D-grondbone in gedopte vorm word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur uit die monster van die besending 100 g pitte wat vry van vreemde voorwerpe is, af te meet.
- (b) Verwyder alle gevlekte, vuilgesmeerde en beskadigde pitte uit die werkmonster en bepaal die massa daarvan.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 100 g.
- (d) Sodanige persentasie verteenwoordig die persentasie gevlekte, vuilgesmeerde en beskadigde pitte in die betrokke besending.

#### **Bepaling van persentasie gesplete pitte in Klas D-grondbone**

19. Die persentasie gesplete pitte in 'n besending Klas D-grondbone in gedopte vorm word soos volg bepaal:

- (a) Verwyder alle gesplete pitte uit die pitte wat na die verwydering in regulasie 18 (b) bedoel, oorbly, en bepaal die massa daarvan.

- (c) Remove all unsound, blemished and soiled kernels from the kernels on the slotted screen and determine the combined mass thereof.
- (d) Express the mass thus determined, as a percentage of the mass as determined in terms of paragraph (b), of the kernels that remain on the slotted screen.
- (e) Such percentage shall represent the percentage of unsound, blemished and soiled kernels in the consignment concerned.
- (f) Remove all damaged and shrivelled kernels from the kernels on the slotted screen after the removal referred to in paragraph (c) and determine the combined mass thereof.
- (g) Rub the kernels on the slotted screen after the removal referred to in paragraph (f) lightly with the hand, remove all sun-dried kernels therefrom and determine the mass thereof.
- (h) Calculate the sum total of the masses determined in terms of paragraphs (c), (f) and (g).
- (i) Express the combined mass thus calculated as a percentage of the mass as determined in terms of paragraph (b), of the kernels that remain on the slotted screen.
- (j) Such percentage shall represent the percentage of defective kernels in the consignment concerned.

#### **Determination of percentage of unsound kernels**

17. The percentage of unsound kernels in a consignment of groundnuts shall be determined as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 200 g of kernels that—
  - (i) in the case of groundnuts in unshelled form, is obtained by shelling a sufficient quantity of pods of the sample; and
  - (ii) in the case of groundnuts in shelled form, is free of foreign matter.
- (b) Remove all unsound kernels from the working sample and determine the mass thereof.
- (c) Express the mass thus determined as a percentage of 200 g.
- (d) Such percentage shall represent the percentage of unsound kernels in the consignment concerned.

#### **Determination of percentage of blemished, soiled and damaged kernels in Class D groundnuts**

18. The percentage of blemished, soiled and damaged kernels in a consignment of Class D groundnuts in shelled form shall be determined as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 100 g of kernels that is free of foreign matter.
- (b) Remove all blemished, soiled and damaged kernels from the working sample and determine the mass thereof.
- (c) Express the mass thus determined as a percentage of 100 g.
- (d) Such percentage shall represent the percentage of blemished, soiled and damaged kernels in the consignment concerned.

#### **Determination of percentage of split kernels in Class D groundnuts**

19. The percentage of split kernels in a consignment of Class D groundnuts in shelled form shall be determined as follows:

- (a) Remove all split kernels from the kernels remaining after the removal referred to in regulation 18 (b) and determine the mass thereof.

- (b) Druk die massa aldus bepaal, uit as 'n persentasie van 100 g.
- (c) Sodanige persentasie verteenwoordig die persentasie gesplete pitte in die betrokke besending.

#### **Bepaling van persentasie songedroogte pitte in Klas D-grondbone**

20. Die persentasie songedroogte pitte in 'n besending Klas D-grondbone in ongedopte vorm word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur 100 g pitte uit die monster van die besending, wat verkry is deur 'n voldoende hoeveelheid peule van die monster uit te dop, af te meet.
- (b) Vryf die pitte in die werkmonster liggies met die hand, verwyder alle songedroogte pitte daaruit en bepaal die massa daarvan.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 100 g.
- (d) Sodanige persentasie verteenwoordig die persentasie songedroogte pitte in die betrokke besending.

#### **Groottebepaling van Klas D-grondbone**

21. (1) 'n Groottebepaling van die pitte in 'n besending Klas D-grondbone in ongedopte vorm word soos volg gedoen:

- (a) Berei 'n werkmonster voor deur 100 g pitte uit die monster van die besending, wat verkry is deur 'n voldoende hoeveelheid peule van die monster uit te dop, af te meet.
  - (b) Plaas die werkmonster op 'n 7,50 mm-gleufsif wat in serie op 'n 8,75 mm-rondegatsif en 'n opvangbak gepas is, sif dit en bepaal die gesamentlike massa van die pitte en gedeeltes van pitte op die onderskeie siwwe.
  - (c) Druk die massa aldus bepaal, uit as 'n persentasie van 100 g.
  - (d) Sodanige persentasie verteenwoordig die persentasie pitte en gedeeltes van pitte in die betrokke besending wat nie deur die 7,50 mm-gleufsif of die 8,75 mm-rondegatsif gaan nie.
- (2) Die groottebepaling van die pitte in 'n besending Klas D-grondbone in gedopte vorm word soos volg gedoen:
- (a) Berei 'n werkmonster voor deur uit die monster van die besending 100 g pitte wat vry van vreemde voorwerpe is, af te meet.
  - (b) Plaas die werkmonster op 'n 6,75 mm-gleufsif wat in serie op 'n 6,00 mm-gleufsif, 'n 6,35 mm-rondegatsif en 'n opvangbak gepas is en sif dit.
  - (c) Bepaal die onderskeie massas van die pitte en gedeeltes van pitte wat—
    - (i) op die 6,75 mm-gleufsif agterbly;
    - (ii) op die 6,00 mm-gleufsif agterbly; en
    - (iii) in die opvangbak is.
  - (d) Druk die massa in paragraaf (c) (i) bedoel, uit as 'n persentasie van 100 g.
  - (e) Sodanige persentasie verteenwoordig die persentasie pitte in die betrokke besending wat op die 6,75 mm-gleufsif agterbly.
  - (f) Druk die massa in paragraaf (c) (ii) bedoel, uit as 'n persentasie van 100 g.
  - (g) Sodanige persentasie verteenwoordig die persentasie pitte in die betrokke besending wat op die 6,00 mm-gleufsif agterbly.
  - (h) Druk die massa in paragraaf (c) (iii) bedoel, uit as 'n persentasie van 100 g.

- (b) Express the mass thus determined as a percentage of 100 g.
- (c) Such percentage shall represent the percentage of split kernels in the consignment concerned.

#### **Determination of percentage of sun-dried kernels in Class D groundnuts**

20. The percentage of sun-dried kernels in a consignment of Class D groundnuts in unshelled form shall be determined as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 100 g of kernels that is obtained by shelling a sufficient quantity of pods from the sample.
- (b) Rub the kernels in the working sample lightly with the hand, remove all sun-dried kernels therefrom and determine the mass thereof.
- (c) Express the mass thus determined as a percentage of 100 g.
- (d) Such percentage shall represent the percentage of sun-dried kernels in the consignment concerned.

#### **Determination of size of Class D groundnuts**

21. (1) A determination of the size of the kernels in a consignment of Class D groundnuts in unshelled form shall be done as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 100 g of kernels that is obtained by shelling a sufficient quantity of pods of the sample.
- (b) Place the working sample on a 7,50 mm slotted screen fitted in series onto a 8,75 mm round-hole screen and a collecting tray, screen it and determine the combined mass of the kernels and parts of kernels on the respective screens.
- (c) Express the mass thus determined as a percentage of 100 g.
- (d) Such percentage shall represent the percentage of kernels and parts of kernels in the consignment concerned that will not pass through the 7,40 mm slotted screen or the 8,75 roundhole screen.

(2) A determination of the size of the kernels in a consignment of Class D groundnuts in shelled form shall be done as follows:

- (a) Prepare a working sample by measuring off from the sample of the consignment 100 g of kernels that is free of foreign matter.
- (b) Place the working sample on a 6,75 mm slotted screen fitted in series onto a 6,00 mm slotted screen, a 6,35 mm round-hole screen and a collecting tray, and screen it.
- (c) Determine the respective masses of the kernels and parts of kernels that—
  - (i) remain on the 6,75 mm slotted screen;
  - (ii) remain on the 6,00 mm slotted screen; and
  - (iii) are in the collecting tray.
- (d) Express the mass referred to in paragraph (c) (i) as a percentage of 100 g.
- (e) Such percentage shall represent the percentage of kernels in the consignment concerned that remain on the 6,75 mm slotted screen.
- (f) Express the mass referred to in paragraph (c) (ii) as a percentage of 100 g.
- (g) Such percentage shall represent the percentage of kernels in the consignment concerned that remain on the 6,00 mm slotted screen.
- (h) Express the mass referred to in paragraph (c) (iii) as a percentage of 100 g.

- (i) Sodanige persentasie verteenwoordig die persentasie pitte in die betrokke besending wat deur die 6,35 mm-rondegatsif gaan.

#### Vereistes vir siwwe

22. (1) 'n Gleufsif van 'n bepaalde afmeting moet 'n handsif met binne-afmetings van 425 mm by 250 mm wees wat van gleuwe met 'n lengte van 20,00 mm en 'n breedte soos in die betrokke afmeting vermeld, op die bodem daarvan voorsien is.

(2) 'n Rondegatsif van 'n bepaalde afmeting moet 'n handsif met binne-afmetings van 425 mm by 250 mm wees wat van ronde gate met 'n deursnee soos in die betrokke afmeting vermeld, op die bodem daarvan voorsien is.

#### Herhaling van bepalinge

23. Alle bepalinge ingevolge hierdie regulasies moet afsonderlik met elke gedeelte van 'n monster gedoen word, en die gemiddeld van sodanige twee bepalinge word geag die resultaat van die betrokke bepaling te wees.

#### Herroeping

24. Kennisgewing 196 van 26 Maart 1982 word hierby herroep.

- (i) Such percentage shall represent the percentage of kernels in the consignment concerned that pass through the 6,35 mm round-holescreen.

#### Requirements for screens

22. (1) A slotted screen of a particular dimension shall be a hand screen with inner measurements of 425 mm by 250 mm that is at the bottom thereof provided with slots a length of 20,00 mm and a width as specified in the dimension concerned.

(2) A round-hole screen of a particular dimension shall be a hand screen with inner measurements of 425 mm by 250 mm that is at the bottom thereof provided with round holes with a diameter as specified in the dimension concerned.

#### Repetition of determinations

23. All determinations in terms of these regulations shall be done separately with each portion of a sample, and the average of such two determinations shall be deemed to be result of the determination concerned.

#### Repeal

24. Notice 196 of 26 March 1982 is hereby repealed.

TABEL/TABLE 1

STANDAARDE VIR GRADE VAN KLASSE A-, B- EN C- GRONDBONE  
STANDARDS FOR GRADES OF CLASSES A, B AND C GROUNDNUTS

| Eienskappe<br>Property                                                                                                                                       | Standaarde vir gradering as<br>Standards for grading as— |                            |                             |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------|-----------------------------|-------------------------------|
|                                                                                                                                                              | Eetpeule<br>Edible pods                                  | Eetpitte<br>Edible kernels | Pers peule<br>Crushing pods | Perspitte<br>Crushing kernels |
| 1                                                                                                                                                            | 2                                                        | 3                          | 4                           | 5                             |
|                                                                                                                                                              | Maksimum<br>Maximum                                      | Maksimum<br>Maximum        | Maksimum<br>Maximum         | Maksimum<br>Maximum           |
| 1 Stokkies/Sticks [reg. 12 (1) (a) (iv)].....                                                                                                                | 6%                                                       | *                          | 6%                          | *                             |
| 2 Ongedopte grondbone en vreemde voorwerpe<br>gesamentlik/Unshelled groundnuts and foreign matter<br>combined [reg. 12 (2) (d)]                              | *                                                        | 9%                         | *                           | 9%                            |
| 3 Vreemde voorwerpe/Foreign matter [reg. 12 (1) (a) (vi),<br>12 (1) (b) (v)]                                                                                 | 10%                                                      | 3%                         | 10%                         | 3%                            |
| 4 Uitgedopte pitte/Shelled kernels [reg. 12 (1) (a) (iv)]....                                                                                                | 5%                                                       | *                          | *                           | *                             |
| 5 Oop en gebreke peule/Open and broken pods [reg. 13<br>(d)]                                                                                                 | 30%                                                      | *                          | *                           | *                             |
| 6 Skimmelbesmette pitte/Mould-infested kernels [reg. 15<br>(c)]                                                                                              | 5g/2kg                                                   | 5g/2kg                     | 5g/2kg                      | 5g/2kg                        |
| 7 Ongesonde, gevlekte en vuilgesmeerde pitte op die 6,75<br>mm gleufsif/Unsound, blemished and soiled kernels on<br>the 6,75 mm slotted screen [reg. 16 (j)] | 15%                                                      | 15%                        | *                           | *                             |
| 8 Defekte pitte op die 6,75 mm gleufsif/Defective kernels<br>on the 6,75 mm slotted screen [reg. 16 (j)]                                                     | 30%                                                      | 30%                        | *                           | *                             |
| 9 Ongesonde pitte/Unsound kernels [reg. 17 (d)].....                                                                                                         | *                                                        | *                          | 15%                         | 15%                           |

\* Nie gespesifiseer/Not specified.

TABEL/TABLE 2

STANDAARDE VIR GRADE VAN KLAS D/GRONDBONE/STANDARDS FOR GRADES OF CLASS D GROUNDNUTS

| Aard van afwyking<br>Nature of deviation                                     | Standaarde vir gradering as/Standard for grading as— |                     |                     |                     |                     |                     |
|------------------------------------------------------------------------------|------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                                                              | Graad/Grade<br>1                                     | Graad/Grade<br>2    | Graad/Grade<br>DG 1 | Graad/Grade<br>DG 2 | Graad/Grade<br>DG 3 | Graad/Grade<br>DG 4 |
| 1                                                                            | 2                                                    | 3                   | 4                   | 5                   | 6                   | 7                   |
|                                                                              | Maksimum<br>Maximum                                  | Maksimum<br>Maximum | Maksimum<br>Maximum | Maksimum<br>Maximum | Maksimum<br>Maximum | Maksimum<br>Maximum |
| 1 Stokkies/Sticks [reg. 12 (1) (a) (iv)].....                                | *                                                    | *                   | *                   | *                   | *                   | *                   |
| 2 Ongedopte grondbone/Unshelled groundnuts [reg. 12<br>(2) (d)]              | *                                                    | *                   | 3%                  | 4%                  | 6%                  | 9%                  |
| 3 Vreemde voorwerpe/Foreign matter [reg. 12 (1) (a) (iv),<br>12 (1) (b) (v)] | 3%                                                   | 3%                  | 2%                  | 3%                  | 4%                  | 8%                  |
| 4 Uitgedopte pitte/Shelled kernels [reg. 12 (1) (a) (iv)]....                | 3%                                                   | 5%                  | *                   | *                   | *                   | *                   |



| Aard van afwyking<br>Nature of deviation                                                                                                                                                                                             | Standaard vir gradering as/Standard for grading as — |                     |                     |                     |                     |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                                                                                                                                                                                                                      | Graad/Grade<br>1                                     | Graad/Grade<br>2    | Graad/Grade<br>DG 1 | Graad/Grade<br>DG 2 | Graad/Grade<br>DG 3 | Graad/Grade<br>DG 4 |
| 1                                                                                                                                                                                                                                    | 2                                                    | 3                   | 4                   | 5                   | 6                   | 7                   |
|                                                                                                                                                                                                                                      | Maksimum<br>Maximum                                  | Maksimum<br>Maximum | Maksimum<br>Maximum | Maksimum<br>Maximum | Maksimum<br>Maximum | Maksimum<br>Maximum |
| 5 Oop en gebreekte peule/Open and broken pods [reg. 13 (d)]                                                                                                                                                                          | 20 %                                                 | 35 %                | *                   | *                   | *                   | *                   |
| 6 Skimmelbesmette pitte/Mould-infested kernels [reg. 15 (c)]                                                                                                                                                                         | 8g/2kg<br>3 %                                        | 8g/2kg<br>5 %       | 8g/2kg<br>5 %       | 8g/2kg<br>10 %      | 8g/2kg<br>20 %      | 6g/2kg<br>30 %      |
| 7 Ongesonde pitte/Unsound kernels [reg. 17 (d)]                                                                                                                                                                                      | *                                                    | *                   | 20 %                | 30 %                | *                   | *                   |
| 8 Gevlekte, vuilgesmeerde en beskadigde pitte/Blemished, soiled and damaged kernels [reg. 18 (d)]                                                                                                                                    | *                                                    | *                   | 10 %                | 15 %                | *                   | *                   |
| 9 Gesplete pitte/Split kernels [reg. 19 (2)]                                                                                                                                                                                         | 10 %                                                 | 10 %                | *                   | *                   | *                   | *                   |
| 10 Songedroogte pitte/Sun-dried kernels [reg. 20 (d)]                                                                                                                                                                                |                                                      |                     |                     |                     |                     |                     |
| 11 Pitte en gedeeltes van pitte wat deur die 6,35 mm-rondegatsif gaan/Kernels and parts of kernels that pass through the 6,35 mm roundhole screen [reg. 21 (2) (i)]                                                                  | 40 %                                                 | 50 %                | *                   | *                   | *                   | *                   |
|                                                                                                                                                                                                                                      | Minimum                                              | Minimum             | Minimum             | Minimum             | Minimum             | Minimum             |
| 12 Pitte en gedeeltes van pitte wat nie deur die 7,50 mm gleuf of die 8,75 mm-rondegatsif gaan nie/Kernels and parts of kernels that will not pass through the 7,50 slotted screen or the 8,75 mm roundhole screen [reg. 21 (1) (d)] | 60 %                                                 | 50 %                | *                   | *                   | *                   | *                   |
| 13 Pitte wat op die 6,75 mm gleufsif agterbly/Kernels remaining on the 6,75 mm slotted screen [reg. 21 (2) (e)]                                                                                                                      | *                                                    | *                   | 80 %                | 60 %                | *                   | *                   |
| 14 Pitte wat op die 6,00 mm gleufsif agterbly/Kernels remaining on the 6,00 mm slotted screen [reg. 21 (2) (g)]                                                                                                                      | *                                                    | *                   | *                   | *                   | 60 %                | *                   |

\* Nie gespesifiseer/Not specified

TABEL/TABLE 3

HERLEIDING VAN WYSESKYFLESINGS OP MARCONI-VOGMETER NA PERSENTASIE VOG  
CONVERSION OF DIAL READINGS ON MARCONI MOISTURE METER TO PERCENTAGE MOISTURE

| Lesing op wyserskyf<br>Dial reading | Persentasie<br>Percentage | Lesing op wyserskyf<br>Dial reading | Persentasie<br>Percentage |
|-------------------------------------|---------------------------|-------------------------------------|---------------------------|
| 1                                   | 2                         | 3                                   | 4                         |
| -6                                  | 4,85                      | 25                                  | 6,99                      |
| -5                                  | 4,88                      | 26                                  | 7,10                      |
| -4                                  | 4,91                      | 27                                  | 7,22                      |
| -3                                  | 4,94                      | 28                                  | 7,34                      |
| -2                                  | 4,98                      | 29                                  | 7,46                      |
| -1                                  | 5,01                      | 30                                  | 7,58                      |
| 0                                   | 5,06                      | 31                                  | 7,71                      |
| 1                                   | 5,10                      | 32                                  | 7,84                      |
| 2                                   | 5,15                      | 33                                  | 7,97                      |
| 3                                   | 5,20                      | 34                                  | 8,11                      |
| 4                                   | 5,25                      | 35                                  | 8,25                      |
| 5                                   | 5,30                      | 36                                  | 8,39                      |
| 6                                   | 5,36                      | 37                                  | 8,53                      |
| 7                                   | 5,42                      | 38                                  | 8,68                      |
| 8                                   | 5,49                      | 39                                  | 8,83                      |
| 9                                   | 5,55                      | 40                                  | 8,98                      |
| 10                                  | 5,62                      | 41                                  | 9,13                      |
| 11                                  | 5,69                      | 42                                  | 9,29                      |
| 12                                  | 5,77                      | 43                                  | 9,45                      |
| 13                                  | 5,85                      | 44                                  | 9,61                      |
| 14                                  | 5,93                      | 45                                  | 9,78                      |
| 15                                  | 6,01                      | 46                                  | 9,95                      |
| 16                                  | 6,09                      | 47                                  | 10,12                     |
| 17                                  | 6,18                      | 48                                  | 10,29                     |
| 18                                  | 6,27                      | 49                                  | 10,47                     |
| 19                                  | 6,37                      | 50                                  | 10,65                     |
| 20                                  | 6,46                      | 51                                  | 10,83                     |
| 21                                  | 6,56                      | 52                                  | 11,02                     |
| 22                                  | 6,67                      | 53                                  | 11,21                     |
| 23                                  | 6,77                      | 54                                  | 11,40                     |
| 24                                  | 6,88                      | 55                                  | 11,59                     |

No. R. 952

23 Mei 1986

## BEMARKINGSWET, 1968 (WET 59 VAN 1968)

## SONNEBLOMSAAD-GRADERINGSREGULASIES

Die Minister van Landbou-ekonomie het kragtens artikel 89 van die Bemarkingswet, 1968 (Wet 59 van 1968), die regulasies in die Bylae uitgevaardig.

## BYLAE

## Woordomskrywing

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

“besending” ’n hoeveelheid sonneblomsaad van dieselfde klas wat van dieselfde produsent afkomstig is en op ’n bepaalde tydstip onder dekking van dieselfde vragbrief, afleveringsbrief of ontvangsbewys, of met dieselfde voertuig, afgelewer word;

“beskadigde sonneblomsaad” sonneblomsade of gedeeltes daarvan waarvan die kern weens hitte van buite of verhitting as volg van inwendige gisting sigbaar verkleur is;

“die Raad” die Oliesaderaad bedoel in artikel 6 van die Skema;

“die Skema” die Oliesadeskema gepubliseer by Proklamasie R. 73 van 1982, soos gewysig;

“die Wet” die Bemarkingswet, 1968 (Wet 59 van 1968);

“insekte” die graankalander (*Sitophilus granarius* Linn.), ryskalander (*S. oryza* Linn.) en Franse meelmot (*Sitotroga cerealella* Oliv.);

“kasteroliesaad” die sade van plante van ’n spesie van *Ricinus*;

“klas” ’n klas in regulasie 3 bedoel;

“monster” die twee gedeeltes wat verkry is na verdeling soos in regulasie 5 beoog, van die materiaal wat tydens monsterneming uit ’n besending geneem is;

“sonneblomsaad” die dopvrug van plante van *Helianthus annuus* L.; en

“vreemde voorwerpe”, met betrekking tot ’n besending sonneblomsaad, alle voorwerpe anders as sonneblomsaad, insluitende los en leë doppe, wat in die betrokke besending voorkom.

## Toepassing van regulasies

2. Hierdie regulasies is van toepassing op sonneblomsaad wat deur ’n produsent daarvan aan of deur bemiddeling van die Raad verkoop word.

## Klasse sonneblomsaad

3. Sonneblomsaad word vir die doeleindes van die toepassing van hierdie regulasies in die volgende klasse geklassifiseer, te wete—

- (a) Klas FH;
- (b) Klas F;
- (c) Klas FS;
- (d) Klas FH-ondergraad;
- (e) Klas F-ondergraad; en
- (f) Klas FS-ondergraad.

## Standaard vir klasse sonneblomsaad

4. (1) Behoudens die bepalinge van subregulasie (2) word ’n besending sonneblomsaad—

- (a) as Klas FH geklassifiseer indien dit—
  - (i) hoofsaaklik uit dofkleurige dundop sonneblomsade met ’n hoë olie-inhoud bestaan; en

No. R. 952

23 May 1986

## MARKETING ACT, 1968 (ACT 59 OF 1968)

## SUNFLOWER SEED GRADING REGULATIONS

The Minister of Agricultural Economics has under section 89 of the Marketing Act, 1968 (Act 59 of 1968), made the regulations in the Schedule.

## SCHEDULE

## Definitions

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

“castor seed” means the seeds of plants of a specie of *Ricinus*;

“class” means a class referred to in regulation 3;

“consignment” means a quantity of sunflower seed of the same class originating from the same producer and delivered at a particular time under cover of the same consignment note, delivery note or receipt, or with the same vehicle;

“damaged sunflower seed” means sunflower seeds or portions thereof of which the nucleus is discoloured visually as a result of external heat or heating due to internal fermentation;

“foreign matter”, with regard to a consignment of sunflower seed, means all matter other than sunflower seed, including loose and empty shells, that occur in the consignment concerned;

“insects” means the grain weevil (*Sitophilus granarius* Linn.), rice weevil (*S. oryza* Linn.) and Angoumois grain moth (*Sitotroga cerealella* Oliv.);

“sample” means the two portions obtained after division as contemplated in regulation 5, of the material taken from a consignment during sampling;

“sunflower seed” means the achene of plants of *Helianthus annuus* L.;

“the Act” means the Marketing Act, 1968 (Act 59 of 1968);

“the Board” means the Oilseeds Board referred to in section 6 of the Scheme; and

“the Scheme” means the Oilseeds Scheme published by Proclamation R. 73 of 1982, as amended.

## Application of regulations

2. These regulations shall apply to sunflower seed that is sold by a producer thereof to or through the Board.

## Classes of sunflower seed

3. Sunflower seed shall for the purposes of the application of these regulations be classified in the following classes, namely—

- (a) Class FH;
- (b) Class F;
- (c) Class FS;
- (d) Class FH undergrade;
- (e) Class F undergrade; and
- (f) Class FS undergrade.

## Standards for classes of sunflower seed

4. (1) Subject to the provisions of subregulation (2) a consignment of sunflower seed shall be classified as—

- (a) Class FH if—
  - (i) it consist primarily of dull coloured thin shelled sunflower seeds with a high oil content; and

- (ii) nie meer as 20 persent sonneblomsaad van 'n ander klas bevat nie;
- (b) as Klas F geklassifiseer indien dit uit die blinkswart tipes sonneblomsaad bestaan;
- (c) as Klas FS geklassifiseer indien dit—
  - (i) hoofsaaklik uit wit sonneblomsade of duidelik wit gestreepte sonneblomsade of 'n mengsel van wit en gestreepte sonneblomsade bestaan; en
  - (ii) nie meer as 20 persent sonneblomsaad van 'n ander klas bevat nie.
- (2) 'n Besending sonneblomsaad word as Klas FH-, Klas F- of Klas FS-ondergraad gegradeer indien—
  - (a) dit nie aan die toepaslike vereistes in subregulasie (1) voldoen nie;
  - (b) dit meer as 10 persent beskadigde sonneblomsaad bevat;
  - (c) dit meer as vier persent vreemde voorwerpe bevat;
  - (d) die voginhoud daarvan 10 persent oorskry; en
  - (e) dit nie vry is van—
    - (i) 'n muwwe, suur, khakibos- of ander onaanvaarbare reuk;
    - (ii) sonneblomsade waarin of waarop 'n stof voorkom wat dit ongeskik maak vir verwerking tot gesonde voedsel of voer;
    - (iii) kasteroliesaad of ander giftige sade; en
    - (iv) enige lewende insekte.

### Monsterneming

5. (1) 'n Monster van 'n besending word vir die doeleindes van die toepassing van hierdie regulasies verkry deur—

- (a) in die geval van sonneblomsaad wat in sakke gelewer word—
  - (i) minstens vyf persent van die sakke in daardie besending wat willekeurig uitgekies is, met die hand te bemonster soos in subregulasie (2) beoog; of
  - (ii) minstens 50 persent van die sakke in daardie besending wat willekeurig uitgekies is, met 'n graansteker te bemonster soos in subregulasie (3) beoog; en
- (b) in die geval van sonneblomsaad wat in losmaat gelewer word, daardie besending by minstens vier verskillende plekke wat willekeurig in die betrokke losmaathoeveelheid uitgekies is, met 'n buissteker te bemonster soos in subregulasie (4) beoog.
- (2) Die monsterneming van 'n besending met die hand word soos volg gedoen:
  - (a) Maak die sakke wat uit daardie besending uitgekies is, oop.
  - (b) Steek die ge-opende hand in elke sodanige sak, maak die hand in 'n vuus toe en trek dit daarna gelykmatig uit.
  - (c) Plaas die materiaal wat deur die hand omsluit is, in 'n geskikte houer.
  - (d) Herhaal die prosedure in paragraaf (b) beskryf, afwisselend op verskillende dieptes in elke sodanige sak en plaas die materiaal aldus daaruit verwyder, in die houer in paragraaf (c) bedoel.
  - (e) Neem ongeveer gelyke hoeveelhede materiaal uit elke uitgekose sak.

- (ii) it does not contain more than 20 per cent of sunflower seed of another class;
- (b) Class F if it consists of the shiny black types of sunflower seed;
- (c) Class FS if—
  - (i) it consists primarily of white sunflower seeds or clearly white striped sunflower seeds or a mixture of white and striped sunflower seeds; and
  - (ii) it does not contain more than 20 per cent of sunflower seed of another class.
- (2) A consignment of sunflower seed shall be graded as Class FH, Class F or Class FS undergrade if—
  - (a) it does not comply with the applicable requirements referred to in subregulation (1);
  - (b) it does contain more than 10 per cent of damaged sunflower seed;
  - (c) it does contain more than four per cent of foreign matter;
  - (d) the moisture content thereof does exceed 10 per cent; and
  - (e) it is not free from—
    - (i) a musty, sour, khaki bush or other unacceptable smell;
    - (ii) sunflower seeds in or on which a substance occurs that renders it unsuitable for processing into healthy food or feed;
    - (iii) castor seed or other poisonous seeds; and
    - (iv) any live insects.

### Sampling

5. (1) A sample of a consignment shall for the purposes of the application of these regulations—

- (a) in the case of sunflower seed that is delivered in bags, be obtained—
  - (i) by sampling at least five per cent of the bags in that consignment which are chosen at random, with the hand as contemplated in subregulation (2); or
  - (ii) by sampling at least 50 per cent of the bags in that consignment that are chosen at random, with a grain probe as contemplated in subregulation (3); and
- (b) in the case of sunflower seed that is delivered in bulk, be obtained by sampling that consignment at at least four different places selected at random in the bulk quantity concerned, with a bulk probe as contemplated in subregulation (4).
- (2) The sampling of a consignment with the hand shall be done as follows:
  - (a) Open the bags that were chosen from that consignment.
  - (b) Insert the open hand into each such bag, close the hand into a fist and thereafter withdraw it equably.
  - (c) Place the material enclaspd by the hand in a suitable container.
  - (d) Repeat the procedure described in paragraph (b), alternately at various depths in each such bag and place the material thus removed therefrom, in the container referred to in paragraph (c).
  - (e) Take more or less equal quantities of material from each chosen bag.



- (f) Meng die materiaal aldus verkry, deeglik en verdeel dit met behulp van 'n monsterverdeler sodat die monster van die betrokke besending uit twee gedeeltes van minstens 100 g elk bestaan.
- (3) (a) Die monsterneming van 'n besending met 'n graansteker word soos volg gedoen:
- (i) Steek die spitstoelopende punt van 'n graansteker opwaarts met 'n hoek van ongeveer 30 grade met die horisontale lyn en met die opening daarvan na onder, in elke sak wat uit daardie besending uitgekies is, totdat die punt van die steker ongeveer in die middel van so 'n sak is.
  - (ii) Draai die graansteker deur ongeveer 180 grade op die lengte-as daarvan sodat die opening daarvan bo is.
  - (iii) Trek die graansteker met 'n ligte skudbeweging en afnemende spoed uit die betrokke sak sodat 'n relatief gelykmatige en toenemende vloei van saad deur die opening daarvan nader aan die kant van die sak gehandhaaf word.
  - (iv) Plaas die materiaal wat in die graansteker bevat is, in 'n geskikte houer.
  - (v) Herhaal die prosedure in subparagrafe (i), (ii) en (iii) beskryf, afwisselend aan die bokant, middel en onderkant van elke sak, en plaas die materiaal aldus daaruit verwyder, in die houer in subparagraaf (iv) bedoel.
  - (vi) Neem ongeveer gelyke hoeveelhede materiaal uit elke uitgekose sak.
  - (vii) Meng die materiaal aldus verkry, deeglik en verdeel dit met behulp van 'n monsterverdeler sodat die monster van die betrokke besending uit twee gedeeltes van minstens 100 g elk bestaan.
- (b) 'n Graansteker in paragraaf (a) bedoel, moet—
- (i) lank genoeg wees sodat die punt daarvan die middel van 'n sak wat bemonster word, sal bereik; en
  - (ii) bestaan uit 'n silindriese buis met 'n spits toelopende punt en 'n opening naby die punt.
- (4) (a) Die monsterneming van 'n besending met 'n buissteker word soos volg gedoen:
- (i) Steek die buissteker met die openinge daarvan gesluit, in die sonneblomsaad tot op die bodem van die betrokke losmaathoeveelheid by 'n plek wat in daardie hoeveelheid uitgekies is.
  - (ii) Draai die binneste huls van die buissteker sodat die openinge daarvan ten volle oop is en ruk die buissteker liggies ten einde die vulling daarvan te vergemaklik.
  - (iii) Sluit die openinge van die buissteker deur die binneste huls te draai nadat dit gevul is, en onttrek die buissteker uit die betrokke losmaathoeveelheid.
  - (iv) Plaas die materiaal wat in die buissteker bevat is, in 'n geskikte houer.
  - (v) Herhaal die prosedure in subparagrafe (i), (ii) en (iii) beskryf, by elke uitgekose plek in die betrokke losmaathoeveelheid en plaas die materiaal aldus daaruit verwyder, in die houer in subparagraaf (iv) bedoel.
  - (vi) Neem ongeveer gelyke hoeveelhede materiaal by elke uitgekose plek.
  - (vii) Meng die materiaal aldus verkry, deeglik en verdeel dit met behulp van 'n monsterverdeler sodat die monster van die betrokke besending uit twee gedeeltes van minstens 100 g elk bestaan.
- (f) Thoroughly mix the material thus obtained and divide it by means of a sample divider in order that the sample of the consignment concerned consists of two portions of at least 100 g each.
- (3) (a) The sampling of a consignment with a grain probe shall be done as follows:
- (i) Insert the tapered end of a grain probe upwards at an angle of approximately 30 degrees with the horizontal line and with the aperture thereof downwards, into each bag chosen from that consignment, until the end of the probe is approximately in the centre of such bag.
  - (ii) Turn the grain probe through approximately 180 degrees on the longitudinal axis thereof in order that the aperture thereof is at the top.
  - (iii) Extract the grain probe with a slight shaking movement and decrease speed from the bag concerned in order that a relatively equable and increasing flow of seed is maintained through the aperture thereof closer to the side of the bag.
  - (iv) Place the material contained in the grain probe in a suitable container.
  - (v) Repeat the procedure described in subparagraphs (i), (ii) and (iii) alternately at the top, middle and bottom of each bag, and place the material thus removed therefrom in the container referred to in subparagraph (iv).
  - (vi) Take approximately equal quantities of material from each chosen bag.
  - (vii) Thoroughly mix the material thus obtained and divide it by means of a sample divider in order that the sample of the consignment concerned consists of two portions of at least 100 g each.
- (b) A grain probe referred to in paragraph (a) shall—
- (i) be long enough in order that the end thereof will reach the centre of a bag being sampled; and
  - (ii) consist of a silindrical tube with a tapered end and an aperture close to the end.
- (4) (a) The sampling of a consignment with a bulk probe shall be done as follows:
- (i) Insert the bulk probe with the apertures thereof closed, into the sunflower seed up to the bottom of the bulk quantity concerned at a place selected in that quantity.
  - (ii) Turn the inner sleeve of the bulk probe in order to open the apertures thereof fully and twitch the bulk probe slightly in order to facilitate the filling thereof.
  - (iii) Close the apertures of the bulk probe by turning the inner sleeve after it has been filled, and withdraw the bulk probe from the bulk quantity concerned.
  - (iv) Place the material contained in the bulk probe in a suitable container.
  - (v) Repeat the procedure described in subparagraphs (i), (ii) and (iii) at each selected place in the bulk quantity concerned and place the material thus removed therefrom, in the container referred to in subparagraph (iv).
  - (vi) Take more or less equal quantities of material at each selected place.
  - (vii) Thoroughly mix the material thus obtained and divide it by means of a sample divider in order that the sample of the consignment concerned consists of two portions of at least 100 g each.

(b) 'n Buissteker in paragraaf (a) bedoel, bestaan uit 'n buis—

- (i) met 'n lengte van minstens 1 000 mm en 'n buitedeursnee van 40 mm wat van 'n spits toelopende punt voorsien is;
- (ii) wat minstens ses openinge het wat groot genoeg is om 'n gemaklike vloei van sonneblomsaad daardeur tydens monsterneming verseker, en wat eweredig oor die lengte daarvan gespaseer is; en
- (iii) wat van 'n binneste huls voorsien is wat ooreenstemmende openinge het, en wat gedraai kan word om die openinge van die buis te open en te sluit.

(5) Indien dit uit 'n ondersoek van die sonneblomsaad wat ingevolge hierdie regulasie uit verskillende sakke in 'n besending geneem is, blyk dat die inhoud van daardie sakke ooglopend verskil—

- (a) moet die onderskeie sakke van mekaar geskei word;
  - (b) moet al die sakke in die betrokke besending bemonster word ten einde sodanige klassifikasie en skeiding te doen; en
  - (c) word elke groep sakke van 'n bepaalde klas in die betrokke besending vir die doeleindes van hierdie regulasies geag 'n afsonderlike besending te wees.
- (6) 'n Monster wat ingevolge hierdie regulasie geneem is, word geag verteenwoordigend te wees van die besending waaruit dit verkry is.

#### **Bepaling van sonneblomsaadinhoud van 'n ander klas**

6. Die persentasie sonneblomsaad van 'n ander klas in 'n besending word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur van een gedeelte van die monster van die besending waaruit alle vreemde voorwerpe verwyder is, 50 g sonneblomsaad af te meet.
- (b) Verwyder alle sonneblomsade van 'n ander klas uit die werkmonster en bepaal die massa daarvan.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 50 g.
- (d) Herhaal die prosedure in paragrawe (a), (b) en (c) beskryf, met die ander gedeelte van die monster.
- (e) Bepaal die gemiddelde van die persentasies ingevolge paragrawe (c) en (d) uitgedruk.
- (f) Sodanige gemiddelde verteenwoordig die persentasie sonneblomsaad van 'n ander klas in die betrokke besending.

#### **Bepaling van beskadigde sonneblomsaadinhoud**

7. Die persentasie beskadigde sonneblomsaad in 'n besending word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur van een gedeelte van die monster van die besending waaruit alle vreemde voorwerpe verwyder is, 20 g sonneblomsaad af te meet.
- (b) Ontdop die sade in die werkmonster met die hand of 'n masjien sodat die kerngedeeltes daarvan behoue bly.
- (c) Verwyder alle beskadigde sonneblomsaad uit die aldus ontdopte hoeveelheid en bepaal die massa daarvan.
- (d) Druk die massa aldus bepaal, uit as 'n persentasie van 20 g.
- (e) Herhaal die prosedure in paragrawe (a), (b), (c) en (d) beskryf, met die ander gedeelte van die monster.
- (f) Bepaal die gemiddelde van die persentasies ingevolge paragrawe (d) en (e) uitgedruk.

(b) A bulk probe referred to in subparagraph (a) shall consist of a tube—

- (i) with a length of at least 1 000 mm and an outer diameter of 40 mm, that is provided with a tapered end;
- (ii) having at least six apertures that are large enough to ensure an easy flow of sunflower seed during sampling, and that are evenly spaced over the length thereof; and
- (iii) that is provided with an inner tube with corresponding apertures and can be turned to open and close the apertures of the tube.

(5) If it appears from an examination of the sunflower seed taken in terms of this regulation from different bags in a consignment, that the contents of those bags differ conspicuously—

- (a) the respective bags shall be separated from each other;
- (b) all the bags in the consignment concerned shall be sampled in order to do such classification and separation; and
- (c) each group of bags of a particular class in the consignment concerned shall for the purposes of these regulations be deemed to be a separate consignment.

(6) A sample taken in terms of this regulation shall be deemed to be representative of the consignment from which it has been obtained.

#### **Determination of sunflower seed content of another class**

6. The percentage of sunflower seed of another class in a consignment shall be determined as follows:

- (a) Prepare a working sample by measuring off from one portion of the sample of the consignment from which all foreign matter has been removed, 50 g of sunflower seed.
- (b) Remove all sunflower seeds of another class from the working sample and determine the mass thereof.
- (c) Express the mass thus determined as a percentage of 50 g.
- (d) Repeat the procedure described in paragraphs (a), (b) and (c) with the other portion of the sample.
- (e) Determine the average of the percentage expressed in terms of paragraphs (c) and (d).
- (f) Such average shall represent the percentage of sunflower seed of another class in the consignment concerned.

#### **Determination of damaged sunflower seed content**

7. The percentage of damaged sunflower seed in a consignment shall be determined as follows:

- (a) Prepare a working sample by measuring off from one portion of the sample of the consignment from which all foreign matter has been removed, 20 g of sunflower seed.
- (b) Shell the seeds in the working sample by hand or with a machine so that the nucleus portions thereof are retained.
- (c) Remove all damaged sunflower seed from the quantity thus shelled and determine the mass thereof.
- (d) Express the mass thus determined as a percentage of 20 g.
- (e) Repeat the procedure described in paragraphs (a), (b), (c) and (d) with the other portion of the sample.
- (f) Determine the average of the percentages expressed in terms of paragraphs (d) and (e).



- (g) Sodanige gemiddelde verteenwoordig die persentasie beskadigde sonneblomsaad in die betrokke besending.

#### **Bepaling van vreemde voorwerpe-inhoud**

8. Die persentasie vreemde voorwerpe in 'n besending word soos volg bepaal:

- (a) Berei 'n werkmonster voor deur 50 g van een gedeelte van die monster van die besending af te meet.
- (b) Verwyder alle vreemde voorwerpe met die hand of deur middel van siwwe uit die werkmonster en bepaal die massa daarvan.
- (c) Druk die massa aldus bepaal, uit as 'n persentasie van 50 g.
- (d) Herhaal die prosedure in paragrawe (a), (b) en (c) beskryf, met die ander gedeelte van die monster.
- (e) Bepaal die gemiddelde van die persentasies ingevolge paragrawe (c) en (d) uitgedruk.
- (f) Sodanige gemiddelde verteenwoordig die persentasie vreemde voorwerpe in die betrokke besending.

#### **Bepaling van voginhoud**

9. (1) Die voginhoud van 'n besending word soos volg bepaal:

- (a) Neem uit een gedeelte van die monster van die besending waaruit alle vreemde voorwerpe verwyder is, 'n hoeveelheid van tussen 30 en 40 g sonneblomsaad as werkmonster.
- (b) Maal die werkmonster in 'n meul wat vir dié doel geskik is—
  - (i) teen 'n tempo wat sal voorkom dat die temperatuur van die gemaalde sonneblomsaad tydens die maalproses met meer as 10 °C verhoog word; en
  - (ii) sodat die fynheid daarvan is soos vereis word in die gebruiksaanwysings van die instrument wat vir die vogbepaling gebruik sal word.
- (c) Plaas die gemaalde werkmonster onverwyld in 'n droë glasfles met 'n skroefdeksel en 'n inhoudsvermoë van tussen 350 en 450 ml.
- (d) Skroef die deksel dig en meng die inhoud van die glasfles deeglik deur dit vir minstens 30 sekondes gelyktydig te draai en te kantel.
- (e) Stel die instrument wat vir die vogbepaling gebruik sal word, volgens die gebruiksaanwysings daarvan op, toets die werking daarvan en kalibreer dit indien nodig.
- (f) Meet 'n hoeveelheid soos deur die gebruiksaanwysings van die betrokke instrument vereis, van die gemaalde werkmonster af, berei dit volgens die gebruiksaanwysings voor en plaas dit daarna in die betrokke instrument.
- (g) Aktiveer die betrokke instrument volgens die gebruiksaanwysings daarvan, neem die lesing op die instrument en bepaal terselfdertyd die omgewings-temperatuur in die onmiddellike omgewing van die instrument.
- (h) Herlei die lesing op die betrokke instrument na 'n persentasie op die wyse soos in die gebruiksaanwysings daarvan uiteengesit.
- (i) Behoudens die bepalinge van subregulasies (2) en (3) verteenwoordig sodanige persentasie die voginhoud van die betrokke besending.

- (g) Such average shall represent the percentage of damaged sunflower seed in the consignment concerned.

#### **Determination of foreign matter content**

8. The percentage of foreign matter in a consignment shall be determined as follows:

- (a) Prepare a working sample by measuring off 50 g from one portion of the sample of the consignment.
- (b) Remove all foreign matter from the working sample with the hand or by means of sieves and determine the mass thereof.
- (c) Express the mass thus determined as a percentage of 50 g.
- (d) Repeat the procedure described in paragraphs (a), (b) and (c) with the other portion of the sample.
- (e) Determine the average of the percentages expressed in terms of paragraphs (c) and (d).
- (f) Such average shall represent the percentages of foreign matter in the consignment concerned.

#### **Determination of moisture content**

9. (1) The moisture content of a consignment shall be determined as follows:

- (a) Take from one portion of the sample of the consignment from which all foreign matter has been removed a quantity of between 30 and 40 g of sunflower seed as working sample.
- (b) Mill the working sample in a mill that is suitable for this purpose—
  - (i) at a rate that will prevent the temperature of the milled sunflower seed from increasing with more than 10 °C during the milling process; and
  - (ii) in order that the fineness thereof is as required in the directions for use of the instrument to be used for the moisture determination.
- (c) Place the milled working sample forthwith in a dry glass jar with a screwtop and a capacity of between 350 and 450 ml.
- (d) Screw the top tight and mix the contents of the glass jar thoroughly by turning and tilting it simultaneously for at least 30 seconds.
- (e) Set up the instrument to be used for the moisture determination in accordance with the directions for use thereof, test the operation thereof and calibrate it if necessary.
- (f) Measure off from the milled working sample a quantity as required by the directions for use of the instrument concerned, prepare it in accordance with the directions for use thereof, and thereafter place it in the instrument concerned.
- (g) Activate the instrument concerned in accordance with the directions for use thereof, take the reading on the instrument and at the same time determine the ambient temperature in the immediate vicinity of the instrument.
- (h) Convert the reading on the instrument concerned to a percentage in the manner set out in the directions for use thereof.
- (i) Subject to the provisions of subregulations (2) and (3) such percentage shall represent the moisture content of the consignment concerned.



(2) Indien 'n Marconi-vogmeter Model TF933, TF933A, TF933B of TF933C gebruik word om voginhoud te bepaal—

- (a) moet die lesing wat ingevolge subregulasie (1) (g) geneem is, en met 'n syfer in kolom 1 van die Tabel vermeld, ooreenstem, herlei word na die toepaslike persentasie in kolom 2 van genoemde Tabel daarteenoor vermeld.
- (b) moet die persentasie aldus herlei, vir temperatuur aangepas word deur—
  - (i) daardie persentasie met 0,1 persent te vermeerder vir elke graad Celsius wat die omgewingstemperatuur onder 20 °C is; en
  - (ii) daardie persentasie met 0,1 persent te verminder vir elke graad Celsius wat die omgewingstemperatuur bo 20 °C is.

(3) Indien die voginhoud van 'n besending sonneblomsaad soos ingevolge subregulasies (1) en (2) bepaal, die maksimum toegelate voginhoud vir die betrokke klas oorskry—

- (a) kan 'n verdere bepaling van die voginhoud van daardie besending op versoek van die betrokke produsent gedoen word;
- (b) word sodanige verdere bepaling met die ander gedeelte van die monster van die betrokke besending gedoen op die wyse in subregulasies (1) en (2) uiteengesit; en
- (c) verteenwoordig die gemiddelde van die persentasies soos tydens die twee betrokke bepalinge bereken, die voginhoud van die betrokke besending.

#### **Bepaling van reuk, nadelige stof-, giftige saad- en lewende insekinhoud**

10. 'n Monster van 'n besending word senuiglik beoordeel van skeikundig ontleed ten einde te bepaal—

- (a) of dit 'n muwwe, suur, khakibos- of ander onaanvaarbare reuk het;
- (b) of dit sonneblomsade bevat waarin of waarop 'n stof voorkom wat dit ongeskik maak vir verwerking tot gesonde voedsel of voer;
- (c) of dit kasteroliesaad of ander giftige sade bevat; en
- (d) of dit enige lewende insekte bevat.

#### **Herroeping van regulasies**

11. Die regulasies gepubliseer by Goewermentskennisgewing R. 113 van 26 Januarie 1973, en die wysigings daarvan gepubliseer by Goewermentskennisgewings R. 535 van 29 Maart 1974, R. 1233 van 27 Junie 1975 en R. 508 van 1 April 1977, word hierby herroep.

(2) If a Marconi moisture meter Model TF933, TF933A, TF933B or TF933C is used to determine moisture content—

- (a) the reading taken in terms of subregulation (1) (g) and corresponding with a figure specified in column 1 of the Table shall be converted to the applicable percentage specified in column 2 of the said Table opposite thereto; and
- (b) the percentage thus converted shall be adjusted for temperature by—
  - (i) increasing that percentage by 0,1 per cent for each degree Celcius that the ambient temperature is below 20 °C; and
  - (ii) reducing that percentage by 0,1 per cent for each degree Celcius that the ambient temperature is above 20 °C.

(3) If the moisture content of a consignment of sunflower seed as determined in terms of subregulations (1) and (2) exceeds the maximum permissible moisture content for the class concerned—

- (a) a further determination of the moisture content of that consignment may be made at the request of the producer concerned;
- (b) such further determination shall be done with the other portion of the sample of the consignment concerned in the manner set out in subregulations (1) and (2); and
- (c) the average of the percentage as calculated during the two determinations concerned shall represent that moisture content of the consignment concerned.

#### **Determination of smell, harmful substance, poisonous seed and live insect content**

10. A sample of a consignment shall be assessed sensorially or be analysed chemically in order to determine—

- (a) whether it has a musty, sour, khaki bush or other unacceptable smell;
- (b) whether it contains sunflower seed in or on which a substance occurs that renders it unsuitable for processing into healthy food or feed;
- (c) whether it contains castor seed or other poisonous seeds; and
- (d) whether it contains any live insects.

#### **Repeal of regulations**

11. The regulations published by Government Notice R. 113 of 26 January 1973, and the amendments thereof published by Government Notices R. 535 of 29 March 1974, R. 1233 of 27 June 1975 and R. 508 of 1 April 1977, are hereby repealed.

TABEL/TABLE

HERLEIDING VAN WYSERSKYFLESING OP MARCONI-VOGMETER NA PERSENTASIE VOG/CONVERSION OF DIAL READING ON MARCONI MOISTURE METER TO PERCENTAGE MOISTURE

| Lesing op instrument<br>Reading on instrument | Herleide persentasie<br>Converted percentage | Lesing op instrument<br>Reading on instrument | Herleide persentasie<br>Converted percentage |
|-----------------------------------------------|----------------------------------------------|-----------------------------------------------|----------------------------------------------|
| 1                                             | 2                                            | 1                                             | 2                                            |
| 0                                             | 4,46                                         | 13                                            | 5,96                                         |
| 1                                             | 4,56                                         | 14                                            | 6,10                                         |
| 2                                             | 4,67                                         | 15                                            | 6,23                                         |
| 3                                             | 4,77                                         | 16                                            | 6,37                                         |
| 4                                             | 4,88                                         | 17                                            | 6,52                                         |
| 5                                             | 4,98                                         | 18                                            | 6,66                                         |
| 6                                             | 5,10                                         | 19                                            | 6,82                                         |
| 7                                             | 5,21                                         | 20                                            | 6,97                                         |
| 8                                             | 5,33                                         | 21                                            | 7,12                                         |
| 9                                             | 5,45                                         | 22                                            | 7,29                                         |
| 10                                            | 5,57                                         | 23                                            | 7,45                                         |
| 11                                            | 5,70                                         | 24                                            | 7,62                                         |
| 12                                            | 5,83                                         | 25                                            | 7,79                                         |

| Lesing op instrument<br>Reading on instrument | Herleide persentasie<br>Converted percentage | Lesing op instrument<br>Reading on instrument | Herleide persentasie<br>Converted percentage |
|-----------------------------------------------|----------------------------------------------|-----------------------------------------------|----------------------------------------------|
|                                               | 2                                            | 1                                             | 2                                            |
| 26                                            | 7,97                                         | 41                                            | 11,14                                        |
| 27                                            | 8,15                                         | 42                                            | 11,40                                        |
| 28                                            | 8,33                                         | 43                                            | 11,65                                        |
| 29                                            | 8,52                                         | 44                                            | 11,91                                        |
| 30                                            | 8,71                                         | 45                                            | 12,18                                        |
| 31                                            | 8,91                                         | 46                                            | 12,46                                        |
| 32                                            | 9,11                                         | 47                                            | 12,74                                        |
| 33                                            | 9,32                                         | 48                                            | 13,02                                        |
| 34                                            | 9,53                                         | 49                                            | 13,32                                        |
| 35                                            | 9,74                                         | 50                                            | 13,62                                        |
| 36                                            | 9,96                                         | 51                                            | 13,93                                        |
| 37                                            | 10,19                                        | 52                                            | 14,24                                        |
| 38                                            | 10,42                                        | 53                                            | 14,56                                        |
| 39                                            | 10,65                                        | 54                                            | 14,89                                        |
| 40                                            | 10,89                                        | 55                                            | 15,23                                        |

No. R. 1009

23 Mei 1986

## BEMARKINGSWET, 1968 (WET 59 VAN 1968)

## SITRUSSKEMA.—WYSIGING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou-ekonomie, handelende kragtens artikel 14, soos toegepas by artikel 15 (3), van die Bemarkingswet, 1968 (Wet 59 van 1968)—

- publiseer hierby die wysiging in die Bylae uiteengesit, van die Sitruskema gepubliseer by Proklamasie R. 2 van 1979, soos gewysig; en
- verklaar hierby dat genoemde wysiging op die datum van publikasie hiervan in werking tree.

J. J. G. WENTZEL,  
Minister van Landbou-ekonomie.

## BYLAE

Artikel 36 van die Sitruskema gepubliseer by Proklamasie R. 2 van 1979, soos gewysig, word hierby verder gewysig deur subartikel (2A) na subartikel (2) in te voeg:

“(2A) Na berekening van die netto opbrengs van 'n poel, kan die Raad die netto resultaat van sodanige berekening vermeerder of verminder met 'n bedrag deur die Raad bepaal.”.

## DEPARTEMENT VAN MANNEKRAG

No. R. 966

23 Mei 1986

## WET OP ARBEIDSVERHOUDINGE, 1956

## DRANK- EN SPYSENIERSBEDRYF, DURBAN.—HERNUWING VAN VOORSORGFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van Goewermentskennisgewings F. 538 van 23 Maart 1979 en R. 1081 van 4 Junie 1982, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1986 eindig.

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

No. R. 1009

23 May 1986

## MARKETING ACT, 1968 (ACT 59 OF 1968)

## CITRUS SCHEME.—AMENDMENT

I, Jacob Johannes Greyling Wentzel, Minister of Agricultural Economics, acting under section 14, as applied by section 15 (3), of the Marketing Act, 1968 (Act 59 of 1968), hereby—

- publish the amendment set out in the Schedule, of the Citrus Scheme published by Proclamation R. 2 of 1979, as amended; and
- declare that the said amendment shall come into operation on the date of publication hereof.

J. J. G. WENTZEL,  
Minister of Agricultural Economics.

## SCHEDULE

Section 36 of the Citrus Scheme, published by Proclamation R. 2 of 1979, as amended, is hereby further amended by the insertion of subsection (2A) after subsection (2):

“(2A) After calculation of the nett proceeds of a pool, the Board may increase or reduce the result of such calculation with an amount determined by the Board.”.

## DEPARTMENT OF MANPOWER

No. R. 966

23 May 1986

## LABOUR RELATIONS ACT, 1956

## LIQUOR AND CATERING TRADE, DURBAN.—RENEWAL OF PROVIDENT FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, 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. 538 of 23 March 1979 and R. 1081 of 4 June 1982, to be effective from the date of publication of this notice and for the period ending 31 December 1986.

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

No. R 967

23 Mei 1986

## WET OP ARBEIDSVERHOUDINGE, 1956

DRANK- EN SPYSENIERSBEDRYF, DURBAN.—  
WYSIGING VAN VOORSORGFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1986 eindig, bindend is vir die werkgeversorganisasies 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), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1986 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

## BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERS-  
BEDRYF, DURBAN

## VOORSORGFONDSOOREENKOMS

ooreenkomstig die wet op Arbeidsverhoudinge, 1956, ingesluit deur en aangegaan tussen die

## Hotel and Bottle Store Association of Durban and District

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

## The Natal Liquor and Catering Trade Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank-en Spyseniersbedryf, Durban,

om die ooreenkoms gepubliseer by Goewermentskennisgewing R. 538 van 23 Maart 1979, soos gewysig, verleng en hernieu by Goewermentskennisgewings R. 1417 van 3 Julie 1981, R. 1081 van 4 Junie 1982, R. 2615 van 2 Desember 1983 en R. 118 van 25 Januarie 1985, te wysig.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word in die Drank- en Spyseniersbedryf—

- (1) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;
- (2) in die gebied binne 'n straal van 16,09 km vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), en in daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 17,7 km vanaf die Hoofposkantoor, Durban, val.

## 2. KLOUSULE 5.—LIDMAATSKAP

In subklousule (4), vervang die woorde "R4 200 of meer per jaar" deur die woorde " 'n hoër bedrag as die minimum vasgestel vir 'n hoofkroegman van tyd tot tyd"

Namens die partye op hede negende dag van Desember, 1985 te Durban onderteken.

No. R 967

23 May 1986

## LABOUR RELATIONS ACT, 1956

LIQUOR AND CATERING TRADE, DURBAN.—  
AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1986, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

## SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING  
TRADE, DURBAN

## PROVIDENT FUND AGREEMENT

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

## Hotel and Bottle Store Association of Durban and District

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

## The Natal Liquor and Catering Trade Employees' Union

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

being the parties to the Industrial Council for the Liquor and Catering Trade, Durban,

to amend the Agreement published under Government Notice R. 538 of 23 March 1979, as amended, extended and renewed by Government Notices R. 1417 of 3 July 1981, R. 1081 of 4 June 1982, R. 2615 of 2 December 1983 and R. 118 of 25 January 1985.

## 1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Liquor and Catering Trade—

- (1) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
- (2) in the area within a radius of 16,09 km of the General Post Office, Durban, but within the Magisterial District of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi), and in those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 17,7 km of the General Post Office, Durban.

## 2. CLAUSE 5.—MEMBERSHIP

In subclause (4), substitute the words "a higher rate than the minimum rate laid down for head barmen from time to time" for the words "R4 200 or more per annum."

Signed at Durban, on behalf of the parties, this Ninth day of December 1985.



R. L. GOODERSON,  
Voorsitter van die Raad.

R. KISTEN,  
Ondervoorsitter van die Raad.

A. G. LACK,  
Sekretaris van die Raad.

R. L. GOODERSON,  
Chairman of the Council.

R. KISTEN,  
Vice-Chairman of the Council.

A. G. LACK,  
Secretary of the Council.

No. R. 968

23 Mei 1986

## LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 399.—SEIL-  
DOEKGOEDERE- EN VERWANTE PRODUKTE-  
NYWERHEID, SEKERE GEBIEDE

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 399, Seildoekgoedere- en Verwante Produktenywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1375 van 4 Julie 1980, soos gewysig by Goewermentskennisgewing R. 2739 van 24 Desember 1982, ooreenkomstig die Bylae hiervan en bepaal die derde Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

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

## BYLAE

1. Vervang klousule 1 deur die volgende:

## "1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie vasstelling is van toepassing op elke werkgever, uitgesonderd 'n klein werkgever soos subklousule (2) omskryf, *nadat hy altesaam 12 maande lank* by die Seildoekgoedere- en Verwante Produktenywerheid, soos in subklousule (3) omskryf, *betrokke* was, en op al sy werknemers, uitgesonderd bestuurders, in die volgende gebiede: Die landdrostrikte Bloemfontein, Chatsworth, Durban, Inanda, Kliprivier, Lichtenburg, Oos-Londen, Pietermaritzburg, Pinetown en Port Elizabeth.

(2) 'Klein werkgever' beteken—

(a) in die geval van 'n werkgever wat op die datum van publikasie van hierdie wysigings in die Nywerheid was, 'n werkgever wat hoogstens een besigheid in die Nywerheid bedryf het, welke besigheid geleë was in enige van die gebiede in subklousule (1) bedoel en wat op daardie datum minder as agt werknemers in of in verband met sodanige besigheid in diens gehad het;

(b) in die geval van 'n werkgever wat na die datum van publikasie van hierdie wysigings die Nywerheid betree, 'n werkgever wat hoogstens een besigheid in die Nywerheid bedryf, welke besigheid geleë is in enige van die gebiede in subklousule (1) bedoel en wat te alle tye minder as agt werknemers in of in verband met sodanige besigheid in diens het.

(3) 'Seildoekgoedere- en Verwante Produkte-nywerheid' beteken die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings met die doel om een of meer van die volgende artikels uit seildoek of 'n ander materiaal (uitgesonderd rubber, kurk of metaal) te vervaardig, naamlik seile, vlae, teerseile, bootbedekkings, reddingsgordels, sonskerms, rolblindings, dekstoelbekleedsels, tente, kampeerruitring, voertuigbedekkings, tuin- of strandsambreelbekleedsels, sportuitrustingsakke, watersakke, nywerheidsvoorskote, slaapsakke, rugsakke, beddegoedsakke, possakke, grondseile, kussingootreksels, sportreissakke en bekleedsels vir voukatels, matrasse en tuinmeubels, maar dit omvat nie die volgende nie:

- (a) Die Plastieknywerheid;
- (b) die Leernywerheid;
- (c) die Meubelnywerheid; en
- (d) die Beddegoednywerheid;

'Plastieknywerheid' beteken die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik van plastiek gemaak;

'plastiek' beteken enigeen van die groep stowwe wat bestaan uit, of as 'n essensiële bestanddeel 'n organiese stof met 'n groot-molekulêre massa bevat en wat, terwyl dit in afgewerkte vorm solied is, in die een of ander vervaardigingstadium geforseer is of kan word, dit wil sê in verskillende vorms gegiet, gekalandeer, uitgedruk of gevorm is of kan word deurdat dit vloeit, gewoonlik deur afsonderlike of gesamentlike aanwending van hitte of druk;

No. R. 968

23 May 1986

## WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 399.—  
CANVAS GOODS AND ALLIED PRODUCTS INDUS-  
TRY, CERTAIN AREAS

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 399, Canvas Goods and Allied Products Industry, Certain Areas, published under Government Notice R. 1375 of 4 July 1980, as amended by Government Notice R. 2739 of 24 December 1982, in accordance with the Schedule hereto and fix the third Monday after the date of publication of this notice as the date from which the said amendment shall be binding.

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

## SCHEDULE

1. Substitute the following for clause 1:

## "1. AREA AND SCOPE OF THE DETERMINATION

(1) This determination shall apply to every employer [other than a small employer as defined in subclause (2)] who has been engaged for longer than 12 months in the aggregate in the Canvas Goods and Allied Products Industry as defined in subclause (3), and to all his employees other than managers, in the following areas: The Magisterial Districts of Bloemfontein, Chatsworth, Durban, East London, Inanda, Klip River, Lichtenburg, Pietermaritzburg, Pinetown and Port Elizabeth.

(2) 'Small employer' means—

(a) in the case of an employer who was in business in this industry at the date of publication of these amendments, an employer who carried on not more than one business in the industry, which was located in any of the areas referred to in subclause (1) and who employed less than eight employees at that date in or in connection with such business;

(b) in the case of an employer who enters the industry after the date of publication of these amendments, an employer who carries on not more than one business in the industry, which is located in any of the areas referred to in subclause (1) and who employs less than eight employees at all times in or in connection with such business.

(3) 'Canvas Goods and Allied Products Industry' means the industry in which employers and employees are associated in establishments for the purpose of manufacturing from canvas or any other material (other than rubber, cork or metal) any one or more of the following articles, namely, sails, flags, tarpaulins, boatcovers, lifebelts, awnings, roller blinds, deck chair covering, tents, camping equipment, vehicle covers, garden or beach umbrella covering, tog bags, water bags, industrial aprons, sleeping bags, rucksacks, bedding bags, mailbags, ground sheets, cushion covers, sports valises and covering for stretchers, mattresses and garden furniture, but does not include—

- (a) the Plastics Industry;
- (b) the Leather Industry;
- (c) the Furniture Manufacturing Industry; and
- (d) the Bedding Manufacturing Industry;

'Plastics Industry' means the manufacture of articles or parts of articles wholly or mainly from plastics;

'plastics' means any one of the group of materials which consist of or contain as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finish state, at some stage in its manufacture has been or can be forced i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat or pressure;

'Leernywerheid' beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
  - (a) skoeisel van alle soorte maar uitgesonderd skoeisel op maat;
  - (b) dokumenttasse, tasse en ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
  - (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgordels, stiegrieme, militêre uitrusting (uitgesonderd kiere), handsakke vir dames, inkoopasakke, breisakke, sakke vir Swartes van die soort wat algemeen bekend staan as "Xhosa-sakke", notebeursies, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels afgesien van die aard daarvan maar wat bedoel is as plaasvervangers vir enigene van voornoemde artikels;
- (2) vir die looi, dresseer en bloting van huiden en velle;
- (3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) genoem: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopasakke wat hoofsaaklik van papier gemaak is, insluit nie;
- (4) vir die vervaardiging van alle soorte skoeisel uit ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede (met inbegrip van koffers) hoofsaaklik uit leer, vesel, hout, doek, seildoek of weefstof of 'n kombinasie daarvan;

'Meubelnywerheid' beteken sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal wat gebruik word, en dit omvat onder andere ook die volgende werksaamhede:

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk of herpoleerwerk, die maak van los oortreksels of stoelkussings of gordyne of die maak of herstel van rammeermatrasses of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging of herstel van meubels, poleer- of herpoleerwerk aan klaviere of die vervaardiging van, of beitswerk, spuitwerk en poleerwerk of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroeg of teaters, kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die werksaamhede wat verrig word op alle persele waar houtmasjienwerk, houtdraaiwerk of houtsniewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigting waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale voorbereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras of rottang gemaak is en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

'Beddegoednywerheid' beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van beddegoed wat die volgende insluit—

- (a) matrasse, veermatrasses, bomatrasses, peule, kopkussings, kussings vir ateljeerusbanke en veereenhede;
- (b) ateljeerusbanke;
- (c) alle werksaamhede en prosesse wat gepaard gaan met die vervaardiging van die artikels in paragrafe (a) en (b) genoem, indien dit uitgevoer word deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens geneem is, maar uitgesonderd die werksaamhede en prosesse in die vervaardiging en/of montering van die metaaldele van sodanige artikels."

## 2. In klousule 2—

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

"(1) 'ambagsman' 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word 'n kontrak van vakleerlingskap te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat aan hom uitgereik of geag word uitgereik te wees deur die Registrateur van Mannekragopleiding wat ambagsmanstatus aan hom verleen ingevolge daardie wet, en alle ander werknemers wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word;"

## (2) In klousule 2—

- (2) vervang die woord 'arbeider' in subklousules (2) en (23) deur die woorde 'algemene werker';
- (3) Skrap subklousule (4);

'Leather Industry' means the Industry in which employers and employees are associated—

- (1) for the manufacture mainly from leather of—
  - (a) footwear (including all types but not including bespoke made footwear);
  - (b) attaché cases, bags and other containers designed to hold personal effects, sporting kit, tools and documents;
  - (c) harnesses, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment (other than clothing), ladies' bags, shopping bags, knitting bags, bags for Blacks of the type commonly known as 'Xhosa bags', wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
- (2) for the tanning, dressing and fell-mongering of hides and skins;
- (3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
- (4) for the manufacture of all types of footwear from materials other than leather;
- (5) for the manufacture of travelling requisites (including trunks) mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

'Furniture Manufacturing Industry' means, without in any way limiting the ordinary meaning of the expression, the manufacture either in whole or in part of all types of furniture, irrespective of the materials used, and shall include, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing or re-polishing, making of loose covers or cushions or curtains or the making or repairing of box-spring mattresses or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture or repair of furniture, polishing or re-polishing of pianos or the manufacture or staining, spraying and polishing or re-polishing of tearoom, office, church, school, bar or theatre furniture, cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where wood-machining, wood-turning or carving in connection with the production of furniture is carried on; and includes further the repairing, re-upholstering or re-polishing of 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 the veneering of laminated blockboard or plywood doors used for furniture and all parts of materials used in the construction of furniture, but excluding the manufacture of articles made principally of wicker, grass or cane and the manufacture of metal furniture including the manufacture of metal bedsteads;

'Bedding Manufacturing Industry' means the Industry in which employers and employees are associated for the manufacture of bedding which shall include—

- (a) mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;
- (b) studio couches;
- (c) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (a) and (b) carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacture and/or assembly of metal parts of such articles."

## 2. In clause 2—

- (1) substitute the following for subclause (1):

"(1) 'artisan' means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this determination;"

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

"(4) 'Canvas Goods and Allied Products Industry'—see Clause 1 (3);

- (3) substitute the words "general workers" for the word "Labourers" where it appears in subclauses (6) and (10);

- (4) insert the following new definition after subclause (11):

"(11A) 'dolly' means a trailer on which a semi-trailer rests and which converts the latter into a trailer;"

- (5) substitute the following for subclause (12):

"(12) 'driver' means an employee, other than a travelling representative's assistant, 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, any time spent on work connected with the vehicle or the load and all periods during which such employee is obliged to remain at his post in readiness to drive;"



- (4) vervang subklousule (5) deur die volgende:
- “(5) ‘bestuurder’ ’n werknemer wat deur sy werkgever belas is met die algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van ’n bedryfsinrigting of gedeelte daarvan en die werknemers wat daarin werk, maar sluit nie ’n werknemer in wat ’n bestuurder aflos of tydens sy afwesigheid namens hom optree nie;”;
- (5) voeg die volgende nuwe omskrywings in na subklousule (6):
- “(6A) ‘bruto kombinasie-massa’ met betrekking tot ’n motorvoertuig (gelede) wat gebruik word om enige ander motorvoertuig te trek, die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig en vrag, soos deur die vervaardiger daarvan gespesifiseer of, by ontstentenis van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal;
- (6B) ‘bruto voertuig-massa’ met betrekking tot ’n motorvoertuig (nie-gelede), die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer of by ontstentenis van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal;”;
- (6C) ‘drastel’ ’n sleepwa waarop ’n leunwa rus en wat dit in ’n sleepwa kan omskep;”;
- (6) vervang subklousule (7) deur die volgende:
- “(7) ‘drywer’ ’n werknemer uitgesonderd (of) ’n reisende verteenwoordiger se assistent, wat ’n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking “’n motorvoertuig dryf” al die tyd wat hy dryf en al die tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat sodanige werknemer verplig is om op sy pos te bly, gereed om te dryf;”;
- (7) voeg die volgende nuwe omskrywing in na subklousule (7):
- “(7A) ‘ekstra swaar motorvoertuig (gelede)’ ’n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg maar hoogstens 25 000 kg is;
- (7B) ‘ekstra swaar motorvoertuig (nie-gelede)’ ’n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 16 000 kg maar hoogstens 25 000 kg is;”;
- (8) vervang die woorde ‘vervaardiging van die produkte van ’n bedryfsinrigting’ deur die woorde ‘vervaardigingsproses’ in subklousule (8);
- (9) vervang subklousule (10) en (11) deur die volgende:
- “(10) ‘reisende verteenwoordiger’ ’n werknemer wat as ’n reisende verteenwoordiger van ’n bedryfsinrigting namens so ’n inrigting bestellings vra, werf of soek;”;
- “(11) ‘reisende verteenwoordiger se assistent’ ’n werknemer wat ’n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig wat die reisende verteenwoordiger in die uitvoering van sy werk gebruik, mag dryf;”;
- (10) voeg die volgende nuwe omskrywings in na subklousule (14):
- “(14A) ‘leunwa’ ’n sleepwa wat geen vooras het nie en so ontwerp of ingerig is om op ’n voorspanmotor te rus en deur hom getrek word;
- (14B) ‘ligte motorvoertuig’ ’n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa hoogstens 3 500 kg is;”;
- (11) vervang subklousule (15) deur die volgende:
- ‘loon’ die bedrag geld 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 as ’n werkgever ’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, maar hierdie voorbehoudsbepaling mag nie so uitgelê word 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; en ‘gewone loon’ of ‘weekloon’ het ooreenstemmende betekenis;”;
- (12) vervang subklousule (17) deur die volgende:
- “(17) ‘magasynklerk’ ’n werknemer wat beheer het oor voorrade inkomende goedere of afgemerkte of gedeeltelik afgemerkte produkte en wat daarvoor verantwoordelik is om goedere in ’n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak of om goedere uit ’n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdelings of vir versending te lewer;”;
- (13) vervang die woorde ‘vervaardiging van die produkte van ’n bedryfsinrigting’ deur die woorde ‘vervaardigingsproses’ in subklousule (18);
- (14) voeg die volgende nuwe omskrywings in na subklousule (19):
- “(19A) ‘medium motorvoertuig (gelede)’ ’n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is;”;
- (6) substitute the following for subclause (13):
- “(13) ‘emergency work’ means—
- (a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, sabotage, industrial unrest, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, must be done without delay;
- (b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;”;
- (7) delete subclause (14);
- (8) substitute the following for paragraph (a) of subclause (15):
- “(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any industry or trade or in the service of a local authority or the State;”;
- (9) insert the following new definitions after subclause (15):
- “(15A) ‘extra heavy motor vehicle (articulated)’ means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg;
- (15B) ‘extra heavy motor vehicle (rigid)’ means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg;”;
- (10) substitute the following for subclause (16):
- “(16) ‘foreman’ means an employee who is in charge of the employees in an establishment or part of an establishment who exercises control over such employees and who is responsible to the manager for the efficient performance by them of their duties;”;
- (11) insert the following new definitions after subclause (18):
- “(18A) ‘gross combination mass’ in relation to a motor vehicle (articulated) means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;
- (18B) ‘gross vehicle mass’ in relation to a motor vehicle (rigid) means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;”;
- (12) substitute the words “manufacturing process” for the words “manufacture of the products of an establishment” in subclause (19);”;
- (13) insert the following new definitions after subclause (19):
- “(19A) ‘heavy motor vehicle (articulated)’ means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg;
- (19B) ‘heavy motor vehicle (rigid)’ means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg;”;
- (14) substitute the words “general worker” for the word “labourer” in subclause (20);
- (15) insert the following new definition after subclause (21):
- “(21A) ‘light motor vehicle’ means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg;”;
- (16) substitute the following for subclause (22):
- “(22) ‘local authority’ means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, and includes a town council or village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982);”;
- (17) substitute the words “manufacturing process” for the words “manufacture of the products of an establishment” in subclause (23);
- (18) substitute the following for subclause 25:
- “(25) ‘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 part of an establishment and the employees engaged therein, but does not include an employee who relieves or acts for a manager during his absence;”;
- (19) insert the following new definitions after subclause (25):
- “(25A) ‘medium motor vehicle (articulated)’ means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg;
- (25B) ‘medium motor vehicle (rigid)’ means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg;”;



- (19B) 'medium motorvoertuig (nie-gelede)' 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is;"
- (15) vervang subklousule (20) deur die volgende:
- "(20) 'motorvoertuig' 'n selfaangedrewe voertuig met 'n enjin-kapasiteit van meer as 100 cm<sup>3</sup> wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monstere, en dit omvat 'n voerspanmotor, trekker, 'n motorfiets of 'n outofiets, maar nie ook 'n mobiele hystoel nie;"
- (16) voeg die volgende nuwe omskrywings in na subklousule (20):
- "(20A) 'motorvoertuig (gelede)' 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa;"
- (20B) 'motorvoertuig (nie-gelede)' 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede);"
- (17) vervang subklousule (21) deur die volgende:
- "(13) 'noodwerk' —
- (a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, 'n storm, 'n ongeluk, 'n epidemie, 'n gewelddaad, diefstal, sabotasie, nywerheidsnors, die onklaarmaking van 'n installasie of masjinerie, of weens die ineenstorting of dreigende ineenstorting van geboue, sonder versuim gedoen moet word;
- (b) enige werk in verband met die opknapping of herstel van 'n installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie;"
- (18) skrap subklousule (22);
- (19) vervang die woord "arbeiders" deur die woorde "algemene werkers" waar dit in subklousules (23) en (30) verskyn;
- (20) vervang paragraaf (a) van subklousule (24) deur die volgende:
- "(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in 'n nywerheid of 'n bedryf of in die diens van 'n plaaslike owerheid of die Staat werkzaam was;"
- (21) vervang subklousule (25) deur die volgende:
- 'oortyd' die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werk-gewer werk en wat langer is as die gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of 'n openbare vakansiedag soos omskryf, vir sy werk-gewer werk nie;"
- (22) voeg die volgende nuwe omskrywing in na subklousule (25):
- "(25A) 'openbare vakansiedag' Nuwejaarsdag (of die Maandag na Nuwejaarsdag waar laasgenoemde op 'n Sondag val), Goede Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag en Kersdag;"
- (23) vervang klousule (26) deur die volgende:
- 'plaaslike owerheid' 'n stadsraad, grootstadsraad, munisipale raad, dorpsbestuursraad, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, en dit sluit in 'n stadsraad of dorpsbestuur ingestel kragtens artikel 2 van die Wet op Swart Plaaslike Bestuur, 1982 (Wet 102 van 1982);"
- (24) vervang subklousule (27) deur die volgende:
- "(27) *Seildoekgoedere en Verwante Produkte-nywerheid*" — kyk klousule 1 (3);
- (25) vervang subklousule (28) deur die volgende nuwe omskrywing:
- "(28) 'sekureiteitswag' 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) goedere, voertuie of persone deursoek;
- (b) oor wagte toesig hou of hulle beheer;
- (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daarvoor verslag doen;
- en van wie vereis kan word om enige van of al die pligte wat voorgeskryf is vir 'n wag, uit te voer;"
- (26) vervang subklousule (29) deur die volgende:
- "(29) 'sleepwa' 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of aangepas is om deur 'n motorvoertuig getrek te word en dit sluit 'n drastel in;"
- (27) voeg die volgende nuwe omskrywing in na subklousule (31):
- "(32) 'swaar motorvoertuig (gelede)' 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is;"
- (28) voeg die volgende nuwe omskrywings in na subklousule (32):
- "(32A) 'swaar motorvoertuig (nie-gelede)' 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is;"
- "(32B) 'trekker' 'n motorvoertuig ontwerp of aangepas is hoof-saaklik om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie;"
- (20) substitute the following for subclause (26):
- "(26) 'motor vehicle' means a self-propelled vehicle with an engine capacity exceeding 100 cm<sup>3</sup>, used for conveying goods, other than a travelling representative's samples, and includes a truck-tractor, tractor, a motor cycle and a motor tricycle but does not include a mobile hoist;"
- (21) insert the following new definitions after subclause (26):
- "(26A) 'motor vehicle (articulated)' means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer;
- (26B) 'motor vehicle (rigid)' means a motor vehicle other than a motor vehicle (articulated);"
- (22) substitute the following for subclause (27):
- "(27) 'overtime' means that portion of any period worked by an employee for his employer during any week or on any day, as the case may be, which is longer than the ordinary working hours prescribed for such employee in clause 5 (1), but does not include any period during which an employee works for his employer on a Sunday or a public holiday as defined;"
- (23) insert the following new definition after subclause (28):
- "(28A) 'public 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 or Christmas Day;"
- (24) insert the following new definition after subclause (29):
- "(30) 'security guard' means an employee who is engaged in any one or more of the following duties:
- (a) Searching goods, vehicles or persons;
- (b) supervising or controlling watchmen;
- (c) controlling or reporting on the movement of persons or vehicles through check-points or gates;
- and who may be required to perform any or all of the duties prescribed for a watchman;"
- (25) insert the following new definition after subclause (30):
- "(30A) 'semi-trailer' means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor;"
- (26) substitute the following for subclause (32):
- "(32) 'storeman' means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or open stock yard or delivering goods from a store or warehouse or open stock yard to consuming departments or for despatch;"
- (27) insert the following new definition after subclause (32):
- "(33) 'tractor' means a motor vehicle designed or adapted to draw other vehicles and not to carry any load;"
- (28) substitute the following for subclause (34):
- "(34) 'trailer' means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle and includes a dolly;"
- (29) substitute the words "travelling representative" for the word "traveller" in subclause (35);
- (30) substitute the following for subclause (36):
- "(36) 'travelling representative's assistant' means an employee who accompanies a travelling representative and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicles used by the travelling representative in the performance of his duties;"
- (31) substitute the following for subclause (37):
- "(37) 'truck-tractor' means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or ballast;"
- (32) insert the following new definition after subclause (37):
- "(37A) 'ultra heavy motor vehicle' means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg;"
- (33) substitute the following for subclause (38):
- "(38) '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 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; but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is em-

“(32C) ‘ultra swaar motorvoertuig’ ’n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa 25 000 kg oorskry;”;

“(32D) ‘voorspanwa’ ’n motorvoertuig ontwerp of aangepas om ander voertuie mee te trek en geen ander vraag behalwe dié van ’n leunwa of ballas daarop te dra nie;”;

(29) vervang subklousule (36) deur die volgende:

“(36) ‘wag’ ’n werknemer, uitgesonderd ’n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:

- (a) Persele, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patroleer;
- (b) honte of beheer in die uitvoering van een of al die pligte in (a) bedoel;”;

(30) voeg die volgende nuwe omskrywing in na subklousule (36):

“(36A) ‘week’ met betrekking tot ’n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlikke val”;

3. In klousule 3, vervang subklousule (1) deur die volgende:

“(1) Die minimum loon wat ’n werkgever aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:

Met dien verstande dat indien die werkgever in hierdie Nywerheid vir ’n tydperk van meer as 12 maar altesaam minder as 24 maande betrokke is, in ’n gebied waar hierdie vasstelling bindend is, kan sodanige loon met nie meer as 10 persent verminder word nie totdat hy aldus betrokke is vir ’n tydperk van altesaam 24 maande, waarna die minimumloon soos hieronder uiteengesit, betaalbaar word en betaal moet word;

(a) Werknemers, uitgesonderd los werknemers:

ployed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and ‘ordinary wage’ or ‘weekly wage’ has a corresponding meaning;”;

(34) substitute the following for subclause (39):

“(39) ‘watchman’ means an employee, other than a security guard, who is engaged in any one or more of the following duties:

- (a) Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property;
- (b) handling or controlling dogs in the performance of any or all of the duties referred to in (a);” and

(35) insert the following new definition after subclause (39):

“(40) ‘week’ in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls;”;

3. In clause 3, substitute the following for subclause (1):

“(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 if the employer has been engaged in this Industry in an area covered by this determination for a period of more than 12 months but less than 24 months in the aggregate, such wage may be reduced by not more than 10 per cent until he has been thus engaged for a period of 24 months in the aggregate, whereupon the minimum wage specified hereunder shall become payable and be paid:

(a) Employees other than casual employees:

|                                                                                   | In die landdrosdistrikte<br>Chatsworth, Durban, Inanda,<br>Pinetown en Port Elizabeth    |               | In die landdrosdistrikte<br>Bloemfontein, Oos-Londen<br>en Pietermaritzburg              |               | In die landdrosdistrik Klip-<br>rivier                                                   |               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------|---------------|
|                                                                                   | Gedurende<br>die eerste<br>jaar nadat<br>hierdie wy-<br>siging van<br>krag geword<br>het | Daarna        | Gedurende<br>die eerste<br>jaar nadat<br>hierdie wy-<br>siging van<br>krag geword<br>het | Daarna        | Gedurende<br>die eerste<br>jaar nadat<br>hierdie wy-<br>siging van<br>krag geword<br>het | Daarna        |
|                                                                                   | Per week<br>R                                                                            | Per week<br>R | Per week<br>R                                                                            | Per week<br>R | Per week<br>R                                                                            | Per week<br>R |
| Algemene werker—                                                                  |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| gedurende die eerste ses maande altesaam in<br>diens by dieselfde werkgever ..... | 48,50                                                                                    | 53,50         | 45,00                                                                                    | 49,50         | 33,50                                                                                    | 36,50         |
| daarna .....                                                                      | 54,00                                                                                    | 59,50         | 50,00                                                                                    | 55,00         | 37,00                                                                                    | 40,50         |
| Ambagsman .....                                                                   | 169,50                                                                                   | 187,00        | 157,00                                                                                   | 172,50        | 116,00                                                                                   | 127,00        |
| Assistent voorman .....                                                           | 145,00                                                                                   | 160,00        | 134,50                                                                                   | 148,00        | 99,50                                                                                    | 109,00        |
| Blindinghanger—                                                                   |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| gedurende die eerste jaar ondervinding .....                                      | 73,50                                                                                    | 81,00         | 68,00                                                                                    | 75,00         | 50,50                                                                                    | 55,00         |
| gedurende die tweede jaar ondervinding .....                                      | 91,50                                                                                    | 101,00        | 84,50                                                                                    | 93,50         | 63,00                                                                                    | 68,50         |
| gedurende die derde jaar ondervinding .....                                       | 109,50                                                                                   | 120,50        | 101,50                                                                                   | 111,50        | 75,00                                                                                    | 82,00         |
| daarna .....                                                                      | 127,50                                                                                   | 140,50        | 118,00                                                                                   | 130,00        | 87,50                                                                                    | 95,50         |
| Drywer van ’n—                                                                    |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| ligte motorvoertuig .....                                                         | 70,50                                                                                    | 75,00         | 66,00                                                                                    | 69,50         | 49,00                                                                                    | 51,00         |
| medium motorvoertuig (gelede) .....                                               | 88,00                                                                                    | 95,00         | 82,00                                                                                    | 88,00         | 62,00                                                                                    | 65,00         |
| medium motorvoertuig (nie-gelede) .....                                           | 84,00                                                                                    | 90,50         | 78,50                                                                                    | 83,50         | 58,50                                                                                    | 61,50         |
| swaar motorvoertuig (gelede) .....                                                | 102,00                                                                                   | 109,50        | 94,50                                                                                    | 101,00        | 71,00                                                                                    | 74,50         |
| swaar motorvoertuig (nie-gelede) .....                                            | 98,00                                                                                    | 104,00        | 91,50                                                                                    | 96,00         | 67,50                                                                                    | 71,00         |
| ekstra swaar motorvoertuig (gelede) .....                                         | 113,00                                                                                   | 124,50        | 104,50                                                                                   | 115,00        | 73,50                                                                                    | 80,00         |
| ekstra swaar motorvoertuig (nie-gelede) .....                                     | 107,00                                                                                   | 118,00        | 99,00                                                                                    | 109,00        | 77,50                                                                                    | 84,50         |
| ultra swaar motorvoertuig .....                                                   | 119,00                                                                                   | 131,00        | 110,00                                                                                   | 121,00        | 81,50                                                                                    | 89,00         |
| Faktotum .....                                                                    | 81,00                                                                                    | 89,00         | 75,00                                                                                    | 82,50         | 55,00                                                                                    | 60,50         |
| Klerk—                                                                            |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| gedurende die eerste jaar ondervinding .....                                      | 72,50                                                                                    | 80,50         | 67,50                                                                                    | 74,00         | 50,00                                                                                    | 54,50         |
| gedurende die tweede jaar ondervinding .....                                      | 92,00                                                                                    | 101,50        | 85,00                                                                                    | 93,50         | 63,00                                                                                    | 68,50         |
| gedurende die derde jaar ondervinding .....                                       | 110,50                                                                                   | 122,00        | 102,50                                                                                   | 112,50        | 76,00                                                                                    | 83,00         |
| daarna .....                                                                      | 129,50                                                                                   | 143,00        | 120,00                                                                                   | 132,00        | 89,00                                                                                    | 97,00         |
| Masjienfaktotum .....                                                             | 100,00                                                                                   | 108,00        | 93,00                                                                                    | 100,00        | 69,00                                                                                    | 73,50         |
| Masjienwerker .....                                                               | Soos ’n uitknipper                                                                       |               |                                                                                          |               |                                                                                          |               |
| Onderbaas .....                                                                   | 62,00                                                                                    | 68,50         | 57,50                                                                                    | 63,50         | 42,50                                                                                    | 46,50         |
| Reisende verteenwoordiger—                                                        |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| gedurende die eerste jaar ondervinding .....                                      | 123,50                                                                                   | 136,00        | 114,50                                                                                   | 126,00        | 84,50                                                                                    | 92,50         |
| gedurende die tweede jaar ondervinding .....                                      | 135,00                                                                                   | 149,00        | 125,50                                                                                   | 138,00        | 92,50                                                                                    | 101,50        |

|                                                                            | In die landdrosdistrikte<br>Chatsworth, Durban, Inanda,<br>Pinetown en Port Elizabeth    |               | In die landdrosdistrikte<br>Bloemfontein, Oos-Londen<br>en Pietermaritzburg              |               | In die landdrosdistrik Klip-<br>rivier                                                   |               |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------|---------------|
|                                                                            | Gedurende<br>die eerste<br>jaar nadat<br>hierdie wy-<br>siging van<br>krag geword<br>het | Daarna        | Gedurende<br>die eerste<br>jaar nadat<br>hierdie wy-<br>siging van<br>krag geword<br>het | Daarna        | Gedurende<br>die eerste<br>jaar nadat<br>hierdie wy-<br>siging van<br>krag geword<br>het | Daarna        |
|                                                                            | Per week<br>R                                                                            | Per week<br>R | Per week<br>R                                                                            | Per week<br>R | Per week<br>R                                                                            | Per week<br>R |
| gedurende die derde jaar ondervinding.....                                 | 147,00                                                                                   | 162,00        | 136,00                                                                                   | 150,00        | 101,00                                                                                   | 110,00        |
| gedurende die vierde jaar ondervinding.....                                | 158,50                                                                                   | 175,00        | 147,00                                                                                   | 162,00        | 109,00                                                                                   | 119,00        |
| daarna.....                                                                | 170,50                                                                                   | 188,00        | 158,00                                                                                   | 174,00        | 117,00                                                                                   | 128,00        |
| Reisende verteenwoordiger se assistent.....                                | 70,50                                                                                    | 75,00         | 66,00                                                                                    | 69,50         | 49,00                                                                                    | 51,00         |
| Sekuriteitswag.....                                                        | 72,50                                                                                    | 80,50         | 67,50                                                                                    | 74,00         | 50,00                                                                                    | 54,50         |
| Snyer.....                                                                 | Soos 'n blindhanger                                                                      |               |                                                                                          |               |                                                                                          |               |
| Uitknipper—                                                                |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| gedurende die eerste jaar ondervinding.....                                | 64,00                                                                                    | 71,50         | 60,00                                                                                    | 66,00         | 44,50                                                                                    | 48,50         |
| gedurende die tweede jaar ondervinding.....                                | 74,50                                                                                    | 82,50         | 69,50                                                                                    | 76,50         | 51,50                                                                                    | 56,50         |
| daarna.....                                                                | 85,00                                                                                    | 94,00         | 79,00                                                                                    | 87,00         | 59,00                                                                                    | 64,50         |
| Voorman.....                                                               | 177,50                                                                                   | 195,50        | 164,50                                                                                   | 181,00        | 121,50                                                                                   | 133,00        |
| Wag.....                                                                   | 62,50                                                                                    | 69,50         | 58,00                                                                                    | 64,50         | 43,00                                                                                    | 47,50         |
| Werknemer graad I—                                                         |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| gedurende die eerste jaar ondervinding.....                                | 57,00                                                                                    | 63,50         | 53,00                                                                                    | 59,00         | 39,00                                                                                    | 43,50         |
| gedurende die tweede jaar ondervinding.....                                | 66,00                                                                                    | 73,50         | 61,50                                                                                    | 68,00         | 45,50                                                                                    | 50,00         |
| daarna.....                                                                | 75,50                                                                                    | 83,50         | 70,00                                                                                    | 77,00         | 52,00                                                                                    | 56,50         |
| Werknemer graad II—                                                        |                                                                                          |               |                                                                                          |               |                                                                                          |               |
| gedurende die eerste ses maande ondervinding                               | 54,00                                                                                    | 59,50         | 50,00                                                                                    | 55,00         | 37,00                                                                                    | 40,50         |
| daarna.....                                                                | 59,50                                                                                    | 65,50         | 55,00                                                                                    | 60,50         | 40,50                                                                                    | 44,50         |
| Werknemer nie elders in hierdie klousule uit druk-<br>lik vermeld nie..... | 62,00                                                                                    | 68,50         | 57,50                                                                                    | 63,50         | 42,50                                                                                    | 46,50         |

|                                              | In the Magisterial Districts of<br>Chatsworth, Durban, Inanda,<br>Pinetown and Port Elizabeth |               | In the Magisterial Districts of<br>Bloemfontein, East London and<br>Pietermaritzburg |               | In the Magisterial District of<br>Klip River                          |               |
|----------------------------------------------|-----------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------|---------------|
|                                              | During the first<br>year after this<br>amendment be-<br>comes binding                         | Thereafter    | During the first<br>year after this<br>amendment be-<br>comes binding                | Thereafter    | During the first<br>year after this<br>amendment be-<br>comes binding | Thereafter    |
|                                              | Per week<br>R                                                                                 | Per week<br>R | Per week<br>R                                                                        | Per week<br>R | Per week<br>R                                                         | Per week<br>R |
| Artisan.....                                 | 169,50                                                                                        | 187,00        | 157,00                                                                               | 172,50        | 116,00                                                                | 127,00        |
| Assistant foreman.....                       | 145,00                                                                                        | 160,00        | 134,50                                                                               | 148,00        | 99,50                                                                 | 109,00        |
| Blindhanger—                                 |                                                                                               |               |                                                                                      |               |                                                                       |               |
| during the first year of experience.....     | 73,50                                                                                         | 81,00         | 68,00                                                                                | 75,00         | 50,50                                                                 | 55,00         |
| during the second year of experience.....    | 91,50                                                                                         | 101,00        | 84,50                                                                                | 93,50         | 63,00                                                                 | 68,50         |
| during the third year of experience.....     | 109,50                                                                                        | 120,50        | 101,50                                                                               | 111,50        | 75,00                                                                 | 82,00         |
| thereafter.....                              | 127,50                                                                                        | 140,50        | 118,00                                                                               | 130,00        | 87,50                                                                 | 95,50         |
| Chargehand.....                              | 62,00                                                                                         | 68,50         | 57,50                                                                                | 63,50         | 42,50                                                                 | 46,50         |
| Chopper-out—                                 |                                                                                               |               |                                                                                      |               |                                                                       |               |
| during the first year of experience.....     | 64,00                                                                                         | 71,50         | 60,00                                                                                | 66,00         | 44,50                                                                 | 48,50         |
| during the second year of experience.....    | 74,50                                                                                         | 82,50         | 69,50                                                                                | 76,50         | 51,50                                                                 | 56,50         |
| thereafter.....                              | 85,00                                                                                         | 94,00         | 79,00                                                                                | 87,00         | 59,00                                                                 | 64,50         |
| Clerk—                                       |                                                                                               |               |                                                                                      |               |                                                                       |               |
| during the first year of experience.....     | 72,50                                                                                         | 80,50         | 67,50                                                                                | 74,00         | 50,00                                                                 | 54,50         |
| during the second year of experience.....    | 92,00                                                                                         | 101,50        | 85,00                                                                                | 93,50         | 63,00                                                                 | 68,50         |
| during the third year of experience.....     | 110,50                                                                                        | 122,00        | 102,50                                                                               | 112,50        | 76,00                                                                 | 83,00         |
| thereafter.....                              | 129,50                                                                                        | 143,00        | 120,00                                                                               | 132,00        | 89,00                                                                 | 97,00         |
| Cutter.....                                  | As for a blindhanger                                                                          |               |                                                                                      |               |                                                                       |               |
| Driver of a—                                 |                                                                                               |               |                                                                                      |               |                                                                       |               |
| light motor vehicle.....                     | 70,50                                                                                         | 75,00         | 66,00                                                                                | 69,50         | 49,00                                                                 | 51,00         |
| medium motor vehicle (articulated).....      | 88,00                                                                                         | 95,00         | 82,00                                                                                | 88,00         | 62,00                                                                 | 65,00         |
| medium motor vehicle (ridig).....            | 84,00                                                                                         | 90,50         | 78,50                                                                                | 83,50         | 58,50                                                                 | 61,50         |
| heavy motor vehicle (articulated).....       | 102,00                                                                                        | 109,50        | 94,50                                                                                | 101,00        | 71,00                                                                 | 74,50         |
| heavy motor vehicle (ridig).....             | 98,00                                                                                         | 104,00        | 91,50                                                                                | 96,00         | 67,50                                                                 | 71,00         |
| extra heavy motor vehicle (articulated)..... | 113,00                                                                                        | 124,50        | 104,50                                                                               | 115,00        | 73,50                                                                 | 80,00         |
| extra heavy motor vehicle (ridig).....       | 107,00                                                                                        | 118,00        | 99,00                                                                                | 109,00        | 77,50                                                                 | 84,50         |
| ultra heavy motor vehicle.....               | 119,00                                                                                        | 131,00        | 110,00                                                                               | 121,00        | 81,50                                                                 | 89,00         |



|                                                                               | In the Magisterial Districts of<br>Chatsworth, Durban, Inanda,<br>Pinetown and Port Elizabeth |               | In the Magisterial Districts of<br>Bloemfontein, East London and<br>Pietermaritzburg |               | In the Magisterial District of<br>Klip River                          |               |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------|---------------|
|                                                                               | During the first<br>year after this<br>amendment be-<br>comes binding                         | Thereafter    | During the first<br>year after this<br>amendment be-<br>comes binding                | Thereafter    | During the first<br>year after this<br>amendment be-<br>comes binding | Thereafter    |
|                                                                               | Per week<br>R                                                                                 | Per week<br>R | Per week<br>R                                                                        | Per week<br>R | Per week<br>R                                                         | Per week<br>R |
| Foreman .....                                                                 | 177,50                                                                                        | 195,50        | 164,50                                                                               | 181,00        | 121,50                                                                | 133,00        |
| General worker—                                                               |                                                                                               |               |                                                                                      |               |                                                                       |               |
| during the first six months of his employment<br>with the same employer ..... | 48,50                                                                                         | 53,50         | 45,00                                                                                | 49,50         | 33,50                                                                 | 36,50         |
| thereafter .....                                                              | 54,00                                                                                         | 59,50         | 50,00                                                                                | 55,00         | 37,00                                                                 | 40,50         |
| Grade I employee—                                                             |                                                                                               |               |                                                                                      |               |                                                                       |               |
| during the first year of experience .....                                     | 57,00                                                                                         | 63,50         | 53,00                                                                                | 59,00         | 39,00                                                                 | 43,50         |
| during the second year of experience .....                                    | 66,00                                                                                         | 73,50         | 61,50                                                                                | 68,00         | 45,50                                                                 | 50,00         |
| thereafter .....                                                              | 75,50                                                                                         | 83,50         | 70,00                                                                                | 77,00         | 52,00                                                                 | 56,50         |
| Grade II employee—                                                            |                                                                                               |               |                                                                                      |               |                                                                       |               |
| during the first six months of experience .....                               | 54,00                                                                                         | 59,50         | 50,00                                                                                | 55,00         | 37,00                                                                 | 40,50         |
| thereafter .....                                                              | 59,50                                                                                         | 65,50         | 55,00                                                                                | 60,50         | 40,50                                                                 | 44,50         |
| Handyman .....                                                                | 81,00                                                                                         | 89,00         | 75,00                                                                                | 82,50         | 55,00                                                                 | 60,50         |
| Machine handyman .....                                                        | 100,00                                                                                        | 108,00        | 93,00                                                                                | 100,00        | 69,00                                                                 | 73,50         |
| Machinist .....                                                               | As for a chopper-out                                                                          |               |                                                                                      |               |                                                                       |               |
| Security guard .....                                                          | 72,50                                                                                         | 80,50         | 67,50                                                                                | 74,00         | 50,00                                                                 | 54,50         |
| Travelling representative—                                                    |                                                                                               |               |                                                                                      |               |                                                                       |               |
| during the first year of experience .....                                     | 123,50                                                                                        | 136,00        | 114,50                                                                               | 126,00        | 84,50                                                                 | 92,50         |
| during the second year of experience .....                                    | 135,00                                                                                        | 149,00        | 125,50                                                                               | 138,00        | 92,50                                                                 | 101,50        |
| during the third year of experience .....                                     | 147,00                                                                                        | 162,00        | 136,00                                                                               | 150,00        | 101,00                                                                | 110,00        |
| during the fourth year of experience .....                                    | 158,50                                                                                        | 175,00        | 147,00                                                                               | 162,00        | 109,00                                                                | 119,00        |
| thereafter .....                                                              | 170,50                                                                                        | 188,00        | 158,00                                                                               | 174,00        | 117,00                                                                | 128,00        |
| Travelling representative's assistant .....                                   | 70,50                                                                                         | 75,00         | 66,00                                                                                | 69,50         | 49,00                                                                 | 51,00         |
| Watchman .....                                                                | 62,50                                                                                         | 69,50         | 58,00                                                                                | 64,50         | 43,00                                                                 | 47,50         |
| Employee not elsewhere in this clause specifically<br>mentioned .....         | 62,00                                                                                         | 68,50         | 57,50                                                                                | 63,50         | 42,50                                                                 | 46,50         |

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n openbare vakansiedag soos omskryf of op 'n Sondag, minstens die dagloon voorgeskryf vir 'n werknemer in dieselfde gebied wat vir die werkgewer dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 10 persent: Met dien verstande dat waar die werkgewer van die los werknemer vereis om—

- die werk te verrig van 'n klas werknemer vir wie 'n loon teen die stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n werknemer van daardie klas voorgeskryf word en wat geregtig is op die hoogste loon op die skaal;
- vir 'n tydperk van hoogstens vier agtereenvolgende ure op 'n dag te werk, sy loon met hoogstens 50 persent verminder kan word ten opsigte van daardie dag;

#### 4. In klousule 3—

- vervang die woord "handelsreisigers" deur die woorde "reisende verteenwoordiger" in subklousule (5) (a) en (b);
- in subklousule (5) (b) (i), (ii) en (iii) vervang die bedrae "19c", "25c" en "29c" deur onderskeidelik die bedrae "25c", "29c" en "35c";
- vervang subklousule (6) deur die volgende:

"(6) *Onderhoudsuitgawes en -toelaes.*—Benewens die betaling van enige ander besoldiging verskuldig aan 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent wat, op enige reis wat hy by die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer—

- hom vergoed vir alle redelike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes, tee, koffie of soortgelyke drankie vir homself aangegaan het;
- hom vergoed vir alle werklike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat oor een of meer nagte strek, aan verblyf, tee, koffie of soortgelyke drankie wat hy vir homself aangegaan het, of 'n

(b) *Casual employees.*—For each day or part of a day of employment, other than employment on a public holiday as defined or on a Sunday, not less than the daily wage prescribed for an employee in the same area who performs for the employer the same class of work as the casual employee is required to do, plus 10 per cent: Provided that where the employer requires the casual employee—

- to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for an employee of that class who is entitled to the highest wage on the scale;
- 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."

#### 4. In clause 3—

- substitute the words "travelling representative" for the word "traveller" in subclause (5) (a) and (b);
- substitute the amounts "25c", "29c" and "35c" for the amounts "19c", "25c" and "29c", respectively, in subclause (5) (b) (i), (ii) and (iii);
- substitute the following for subclause (6):

"(6) *Subsistence expenses and allowances.*—In addition to paying any other remuneration due to a travelling representative or a travelling representative's assistant who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, the employer shall—

- where such absence does not extend over a night, reimburse him all reasonable expenses incurred by him for meals, tea, coffee or similar beverages;
- where such absence extends over one or more nights, reimburse him all actual expenses incurred for accommodation, meals, tea, coffee or similar beverages or pay

onderhoudstoelaag betaal van minstens R25 vir elke nag van afwesigheid aan die reisende verteenwoordiger en minstens R13 per nag aan die assistent:

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk tussen 23h00 en 04h00 beteken.

- (4) vervang die woord "Handelsreisiger" deur die woorde "reisende verteenwoordiger" waar dit voorkom in subklousule (7) (b).

5. In klousule 4—

- (i) vervang die woorde "weekliks in kontant of, as die werknemer daartoe instem, in kontant of," deur die woorde "weekliks, tweewekliks of maandeliks in kontant, of, as die werknemer daartoe instem," en skrap die uitdrukking "in klousule 8 (2) bedoel," waar dit in subklousule (1) verskyn;
- (2) vervang voorbehoudsbepaling (ii) by subklousule (1) deur die volgende:
- "(ii) die inligting met betrekking tot paragrawe (c), (d) en (e) nie verstrek hoef te word nie aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkerebepalings uitgesluit word.";
- (3) skrap die punt na die woord "betaal" in subklousule (2) en die woorde "dog minstens eenmaal per week" moet na "kontant" bygevoeg word.";
- (4) voeg die volgende nuwe paragraaf by na subklousule (6):
- "(g) met die skriftelike toestemming van die werknemer, 'n aftrekking van enige bedrag van die werkgever aan hom geleen of voorgesket het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is en met dien verstande voorts dat geen sodanige aftrekking gemaak mag word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is nie."

6. In klousule 5—

- (1) vervang subklousules (1) en (2) deur die volgende:

"(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as, in die geval van—

- (a) 'n *los werknemer* in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—

- (i) nie meer as vyf dae per week nie, nege en 'n kwart op 'n dag;
- (ii) meer as vyf dae per week, agt en 'n half op 'n dag;

- (b) 'n *sekuriteitswag* of 'n *wag*—

- (i) 60 per week van Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
- (aa) nie meer as vyf dae per week werk nie, 12 op 'n dag;
- (ab) meer as vyf dae per week werk, 10 op 'n dag;

- (c) *enige ander werknemer*—

- (i) 45 per week vanaf Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
- (aa) nie meer as vyf dae per week werk nie, nege op 'n dag;
- (ab) meer as vyf dae per week werk, sewe en 'n half op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op engeen van die ander dae tot agt en 'n kwart verleng kan word;"

- (2) skrap die uitdrukking "uitgesonderd 'n werknemer in die voorbehoudsbepaling van subklousule (1) bedoel" waar dit in subklousule (3) en (4) voorkom en skrap die woord "benutting" in voorbehoudsbepaling (i) van subklousule (3);

- (3) vervang subklousule (6) deur die volgende:

"(6) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe ingevolge 'n ooreenkoms wat hy met die werknemer aangegaan het en met dien verstande dat sodanige oortyd nie, in die geval van—

- (a) 'n *los werknemer*, drie uur op 'n dag;
- (b) *enige ander werknemer*, 10 uur in 'n week;
- (c) 'n *sekuriteitswag* of 'n *wag*, 12 uur in 'n week;

oorskry nie."

- (4) vervang subklousule (9) deur die volgende:

a subsistence allowance of not less than R25 per night to the travelling representative and R13 per night to the assistant:

Provided that for the purposes of this subclause the expression "night" means the period between 23h00 and 04h00.";

- (4) substitute the words "travelling representative" for the word "traveller" where it appears in subclause (7) (b).

5. In clause 4—

- (1) substitute the words "weekly, fortnightly or monthly in cash, or, with the consent of the employee", for the words "in cash weekly or, with the consent of the employee, in cash or" and delete the expression "referred to in clause 8 (2)" where it appears in subclause (1);

- (2) substitute the following for proviso (ii) to subclause (1):

"(ii) the information relating to subparagraphs (c), (d) and (e) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a).";

- (3) delete the full-stop after the word "employment" in subclause (2) and add the words "but at least once a week.";

- (4) add the following new paragraph to subclause (6):

"(g) with the written consent of the employee a deduction of any amount loaned or advanced to him by the employer: Provided that any deduction for the repayment of any such loan or advance shall not exceed one third of the total remuneration due to the employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e)."

6. In clause 5—

- (1) substitute the following for subclauses (1) and (2):

"(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours of work than, in the case of—

- (a) a *casual employee* in an establishment in which employees normally work on—

- (i) not more than five days in a week, nine and a quarter on any day;
- (ii) more than five days in a week, eight and a half on any day;

- (b) a *security guard* or a *watchman*—

- (i) 60 in any week from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (i), in the case of an employee who normally works on—

- (aa) not more than five days in a week, 12 on any day;
- (ab) more than five days in a week, 10 on any day;

- (c) *any other employee*—

- (i) 45 from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (i), in the case of an employee who normally works on—
- (aa) not more than five days in a week, nine on any day;
- (ab) more than five days in a week, seven and a half 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 eight and a quarter;"

- (2) delete the expression "other than an employee referred to in the proviso to subclause (1)" where it appears in subclauses (3) and (4), and delete the word "Utilisation" in proviso (i) to subclause (3);

- (3) substitute the following for subclause (6):

"(6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime other than in terms of an agreement concluded by him with the employee and provided that such overtime shall not exceed in the case of—

- (a) a *casual employee*, three hours on any day;
- (b) *any other employee* 10 hours in any week; and
- (c) a *security guard* or a *watchman* 12 hours in any week."

- (4) substitute the following for subclause (9):

"(9) *Savings.*—(a) This clause shall not apply to—

- (i) a travelling representative or a travelling representative's assistant; and

“(9) Voorbehoudsbepalings.—(a) Hierdie klousule is van toepassing nie op—

- (i) 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent; en
- (ii) enige ander klas werknemer wat gereeld 'n loon ontvang van minstens—
  - (aa) R1 550 per maand in die landdrostdistrikte Bloemfontein, Chatsworth, Durban, Inanda, Oos-Londen, Pietermaritzburg, Pinetown en Port Elizabeth;
  - (ab) R1 430 per maand in die landdrostdistrik Kliprivier;
  - (ac) R1 320 per maand in ander gebiede wat deur die Vastelling gedek word;
- (b) Subklousule (3), (4), (5) en (6) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.
- (c) Subklousule (4) is nie van toepassing op 'n drywer of 'n werknemer wat 'n drywer vergesel nie.
- (d) Subklousules (3) en (4) is nie van toepassing op 'n sekuriteitswag of 'n wag nie: Met dien verstande dat indien so 'n werknemer 'n etenspouse toegestaan is, die tyd in beslag geneem deur sodanige pouse vir die toepassing van subklousule (1) beskou word as tyd wat hy gewerk het.”

(7) In klousule 6—

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

“(1) (a) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom, soos volg verlof verleen:

- (i) In die geval van 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent wat by die uitvoering van sy pligte gemiddeld minstens drie nagte per maand van sy werkgever se bedryfsinrigting afwesig is, gedurende enige sodanige tydperk van 12 maande of gedurende enige korter tydperk van diens waarna in subklousule (5) verwys word na gelang van die geval, en wat gewoonlik op—
    - (aa) nie meer as vyf dae per week werk nie, 20 agtereenvolgende werkdae;
    - (ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdae;
  - (ii) in die geval van 'n sekuriteitswag of 'n wag wie se gewone werkure 48 in 'n week oorskry wat gewoonlik op—
    - (aa) nie meer as vyf dae per week werk nie, 24 agtereenvolgende werkdae;
    - (ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdae;
  - (iii) in die geval van 'n sekuriteitswag of 'n wag wie se gewone werkure nie 48 in 'n week oorskry nie, wat gewoonlik op—
    - (aa) nie meer as vyf dae per week werk nfe, 15 agtereenvolgende werkdae;
    - (ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdae;
  - (iv) behoudens voorbehoudsbepaling (ii) in paragraaf (b), in die geval van enige ander werknemer wat gewoonlik op—
    - (aa) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdae;
    - (ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdae.
- (b) Die werkgever moet die werknemer ten opsigte van sodanige verlof betaal, in die geval van 'n werknemer in paragraaf (a) (i) of (ii) bedoel, 'n bedrag van minstens vier maal en, in die geval van 'n werknemer in paragraaf (a) (iii) of (iv) 'n bedrag van minstens drie maal die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het: Met dien verstande dat—
- (i) by die toepassing van hierdie klousule die weekloon op enige datum van 'n werknemer wat op stukwerk of kommissiewerk in diens is, geag word sy gemiddelde besoldiging vir die voorafgaande 13 weke te wees, of indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is;
  - (ii) 'n werknemer wat, voordat paragrafe (a) (i) en (iii) in werking getree het, geregtig geword het op minstens 20 agtereenvolgende werkdae verlof of 24 agtereenvolgende werkdae verlof afhange van

(ii) any other class of employee who is in receipt of a regular wage at a rate of—

- (aa) not less than R1 550 per month in the Magisterial Districts of Bloemfontein, Chatsworth, Durban, East London, Inanda, Pietermaritzburg, Pinetown and Port Elizabeth;
- (ab) not less than R1 430 per month in the Magisterial District of Klip River;
- (ac) not less than R1 320 per month in the other areas covered by the Determination;”
- (b) Subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.
- (c) Subclause (4) shall not apply to a driver or an employee who accompanies a driver.
- (d) Subclauses (3) and (4) shall not apply to a security guard or a watchman: Provided that if such employee is allowed a meal interval, the time taken up by such interval shall, for the purposes of subclause (1), be regarded as time worked by him.”

7. In clause 6—

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

“(1) (a) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, and the employee, shall take in respect of each completed period of 12 months of employment with the employer, leave as follows:

- (i) In the case of a travelling representative or a travelling representative's assistant who in the performance of his duties is absent from the employer's establishment on average at least three nights per month during any such period of 12 months' employment or during any lesser period of employment referred to in subclause (5), as the case may be, and who normally works on—
    - (aa) not more than five days in a week, 20 consecutive work days;
    - (ab) more than five days in a week, 24 consecutive work days;
  - (ii) in the case of a security guard or a watchman whose ordinary hours of work exceed 48 in a week and who normally works on—
    - (aa) not more than five days in a week, 20 consecutive work days;
    - (ab) more than five days in a week, 24 consecutive work days;
  - (iii) in the case of a security guard or a watchman whose ordinary hours of work do not exceed 48 in a week and who normally works on—
    - (aa) not more than 15 days in a week, 15 consecutive work days;
    - (ab) more than five days in a week, 18 consecutive work days;
  - (iv) subject to proviso (ii) to paragraph (b), in the case of any other employee who normally works on—
    - (aa) not more than five days in a week, 15 consecutive work days;
    - (ab) more than five days in a week, 18 consecutive work days.
- (b) The employer shall pay the employee in respect of such leave, in the case of an employee referred to in paragraph (a) (i) or (ii) an amount of not less than four times and, in the case of an employee referred to in paragraph (a) (iii) or (iv), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced: Provided that—
- (i) for the purposes of this clause the weekly wage at any date of an employee who is engaged on piecework or commission work shall be his average remuneration for the preceding 13 weeks or, of a lesser period has been worked, for the number of completed weeks so worked;
  - (ii) an employee who before paragraphs (a) (i) and (iii) became binding had become entitled to at least 20 consecutive work days' leave or 24 consecutive work days' leave, depending on whether he worked on five days per week or more, respectively, shall retain such leave entitlement while employed by the same employer.”
- (2) substitute the expression “15 weeks” for the expression “10 weeks” in subclause (2) (ii) (aa);



of hy onderskeidelik vyf dae in 'n week gewerk het of meer, sodanige verlof sal behou terwyl hy by dieselfde werkgewer in diens was.”;

- (2) in subklousule (2) (ii) (a), vervang die uitdrukking “10 weke” deur die uitdrukking “15 weke”;

- (3) skrap die punt aan die einde van subklousule (4) en voeg die volgende woorde “of, op die skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na verstryking van die verlof, betaal word.”;

- (4) vervang subklousule 5 deur die volgende:

“(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordag die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het en geneem is, moet daar by sodanige diensbeëindiging, benevens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van 'n werknemer in—

- (a) subklousule (1) (a) (iii) of (iv) bedoel, een kwart, en  
(b) subklousule (1) (a) (i) of (ii) bedoel, een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, 'n eweredige bedrag kan aftrek: Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer op geen besoldiging uit hoofde van hierdie subklousule geregtig is nie indien hy sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule (12) voorgeskryf word, tensy—

- (i) die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of  
(ii) hy versuim het om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.”;

- (5) In subklousule (7) (b), vervang die uitdrukking “10 weke” deur die uitdrukking “15 weke”;

- (6) vervang subklousule 8 deur die volgende:

“(8) (a) Ondanks andersluidende bepalinge in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof, ter eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting vir 21 agtereenvolgende dae sluit, of 'n aktiwiteit vir 21 agtereenvolgende dae staak en in daardie geval moet hy sy werknemer kragtens subklousule (1) of kragtens paragraaf (c) hiervan na gelang van die geval, besoldig.

- (b) Wanneer 'n openbare feesdag, soos omskryf, op 'n dag val wat andersins vir die werknemer 'n werkdag sou gewees het en wat binne die geslote tydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by die genoemde geslote of stakingstydperk gevoeg word as 'n verdere verloftyd en die werknemer moet 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag bygevoeg.

- (c) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting of 'n aktiwiteit waarin hy werksaam is, sluit of gestaak word, nie geregtig is nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1), moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of aktiwiteit aldus sluit of gestaak word.”;

- (8) vervang klousule 7 deur die volgende:

#### “7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van, in die geval van—

- (a) 'n werknemer wat normaalweg hoogstens vyf dae per week werk, minstens 30 werkdade, en  
(b) enige ander werknemer, minstens 36 werkdade,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die 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—

- (i) 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens nie op meer sieteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie meer as vyf dae per week werk nie, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

- (3) delete the full stop at the end of subclause (4) and add the following words “or, at the written request of the employee, not later than the first payday after the expiration of leave.”;

- (4) substitute the following for subclause (5):

“(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued and been taken shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount not less than, in the case of an employee referred to in—

- (a) subclause (1) (a) (iii) or (iv), one fourth, and  
(b) subclause (1) (a) (i) and (ii), one third,

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee on full pay at the employee's written request: Provided further that, subject to clause 12 (4), an employee shall not be entitled to any payment by virtue of this subclause if he leaves his employment without having given and served the period of notice prescribed in clause 12, unless—

- (i) the employer has waived such notice or the employee has paid the employer upon termination or prior to termination of service in lieu of notice; or  
(ii) in failing to give and serve such notice he was acting within his legal rights.”;

- (5) substitute the expression “15 weeks” for the expression “10 weeks” in subclause (7) (b);

- (6) substitute the following for subclause (8):

“(8) (a) 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 for 21 consecutive days or suspend an activity for 21 consecutive days and in that case shall remunerate his employee in terms of subclause (1) or in terms of paragraph (c) hereof, as the case may be.

- (b) Whenever a public holiday as defined falls on a day which would otherwise be a work-day for an employee and such public holiday falls within the closed or suspension period referred to in paragraph (a), another work-day shall be added to the said closed or suspension period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

- (c) An employee who, at the date on which an establishment or activity in which he is employed in closed or suspended, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), 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 suspension of the activity.”

8. Substitute the following for clause 7:

#### “7. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, in the case of—

- (a) an employee who normally works on not more than five days per week, not less than 30 work-days, and  
(b) any other employee, not less than 36 work-days

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay the employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first cycle of 36 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 an employee who works on not more than five days in any week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

- (ii) wanneer 'n werknemer gedurende sodanige eerste tydkring by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op besoldiging vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstrydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal teen die loon waarop die werknemer by die aanvang van die ongeskiktheid geregtig was, vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie;
- (iii) wanneer 'n werkgever ingevolge enige wet gelde vir mediese of hospitaalbehandeling 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;
- (iv) die loon wat aan 'n werknemer wat op stukwerk of kommissiewerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van minstens sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat gewerk is.
- (2) 'n Werkgever 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—
- vir langer as twee agtereenvolgende werkdade, of
  - op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare vakansiedag, soos omskryf,
- 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 besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid nie gebind hoef te wees om bedoelde bedrag ten opsigte van enige afwesigheid van werk aan die werknemer te betaal nie tensy hy so 'n sertifikaat voorlê.
- (3) By die toepassing van hierdie klousule—
- word die uitdrukking "diens" geag te omvat—
    - enige tydperk van altesaam hoogstens 30 weke in enige tydkring van 36 maande wat 'n werknemer afwesig is—
      - met verlof ingevolge klousule 6;
      - op las of versoek van sy werkgever;
      - met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uiteengesit in subklousule (4);
    - enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;
    - enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;
  - 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 ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.
- (4) Voorbehoudsbepaling.—Hierdie klousule is nie van toepassing nie—
- op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie in die geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);
  - ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar by 'n ander wet van die werkgever vereis word om die werknemer sy volle loon te betaal."
9. Vervang klousule 8 deur die volgende:
- "8. OPENBARE VAKANSIEDAE EN SONDAE**
- (1) *Vergoeding vir werk op 'n openbare vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n openbare vakansiedag, soos omskryf, werk nie, sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.
- (ii) where, in such first cycle 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, he shall be entitled to be paid in respect of only such leave as has so accrued; but his 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 him in respect of such excess period of absence owing to incapacity at the wage rate to which he was entitled at the commencement of such incapacity to the extent to which sick leave due to him at the time of such expiration or termination, has not been taken;
- (iii) 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;
- (iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of the employee's average remuneration for the 13 weeks preceeding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.
- (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 any absence from work—
- for more than two consecutive work-days; or
  - on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday as defined;
- 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, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work.
- (3) For the purposes of this clause the expression—
- 'employment' shall be deemed to include—
    - any period amounting in the aggregate, in any cycle of 36 months, to not more than 30 weeks, during which an employee is absent on—
      - leave in terms of clause 6;
      - the instructions or at the request of his employer;
      - sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (4);
    - any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months employment, more than four months of such service; and
    - any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;
  - 'incapacity' means inability to work 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 as defined in section 2 of the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that act.
- (4) *Savings.*—This clause shall not apply—
- to an employee at whose written request an 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 his incapacity in the circumstances set out in this clause, the payment to him of an amount not less than the wage payable in terms of subclause (1);
  - in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay the employee not less than his full wage."
9. Substitute the following for clause 8:

## "8. PUBLIC HOLIDAYS AND SUNDAYS

- (1) *Compensation for work on a public holiday.*—(a) Whenever an employee, other than a casual employee, does not work on a public holiday as defined and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.



(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, werk en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal minstens gelyk aan die bedrag wat hy ingevolge paragraaf (a) aan die werknemer sou moes betaal het as die werknemer nie op daardie dag gewerk het nie, plus—

(i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk of 'n bedrag minstens gelyk aan die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(c) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag soos omskryf, werk en sodanige dag op 'n dag val wat nie vir hom andersins 'n gewone werkdag is nie, moet die werkgever hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

(i) 'n bedrag bereken teen 'n skaal van minstens sy loon ten opsigte van die volle tyd wat hy op daardie dag werk of 'n bedrag gelyk aan minstens die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die volle tyd wat hy op daardie dag werk, en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

(d) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, werk en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die grondslag in paragraaf (c) uiteengesit.

(2) *Vergoeding vir werk op 'n Sondag.*—Behoudens subklousule (1) (d), wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom—

(a) indien hy hoogstens vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk; of

(b) indien hy langer as vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as of 'n bedrag teen 'n skaal van dubbel sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk, of 'n bedrag gelyk aan minstens dubbel die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk, watter bedrag ook al die grootste is; of

(c) 'n bedrag betaal bereken teen 'n skaal van minstens een en een derde maal sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk en aan hom, binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(3) *Vergoeding aan 'n los werknemer vir werk op 'n openbare vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare vakansiedag, soos omskryf, of 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n koers van minstens dubbel sy uurloon vir die volle tyd wat hy op daardie dag gewerk het. Met dien verstande dat vir die doeleindes van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—

(a) hoogstens vyf dae per week, geag word minstens nege en 'n kwart uur op daardie dag te gewerk het; en

(b) meer as vyf dae per week, geag word minstens agt en 'n half uur op daardie dag te gewerk het.

(4) *Vergoeding vir werk gedeeltelik op 'n openbare vakansiedag of Sondag.*—Wanneer 'n werknemer vir 'n tydperk werk wat—

(a) gedeeltelik op 'n openbare vakansiedag, soos omskryf, of 'n Sondag en gedeeltelik op enige ander dag val, of

(b) gedeeltelik op 'n openbare vakansiedag, soos omskryf, en gedeeltelik op 'n Sondag val,

word daar by die berekening van sy vergoeding geag dat die hele tydperk wat hy gewerk het, op die dag val waarop die grootste gedeelte van die tydperk val.

(5) Beloning wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom uitbetaal word nie later nie as die eerstvolgende betaaldag na die dag ten opsigte waarvan die beloning betaalbaar is. 'n Los werknemer moet uitbetaal word soos in klousule 4 (2) bepaal.

(b) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least the amount which he would have had to pay him in terms of paragraph (a) had the employee not worked on that day, plus—

(i) an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on that day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on that day and grant to him, within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.

(c) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is not an ordinary work-day for the employee, his employer shall pay him in respect of the time (excluding overtime) ordinarily worked by him on a work-day, plus—

(i) an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on such day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on such day, and grant to him, within seven days of such day, one day's leave and pay to him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day.

(d) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a Sunday, he shall be remunerated for such work on the basis set out in paragraph (c).

(2) *Compensation for work on a Sunday.*—Subject to subclause (1) (d), whenever an employee, other than a casual employee, works on a Sunday, his employer shall pay him—

(a) if he so works for not more than four hours, an amount of not less than the wage payable in respect of the time (excluding overtime) ordinarily worked by him on a week-day; or

(b) if he so works for longer than four hours, an amount which shall not be less than either an amount calculated at a rate of double his wage rate in respect of the whole time worked by him on such Sunday, or an amount equal to at least double the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a week-day, whichever amount is the greater; or

(c) an amount calculated at a rate of not less than one and a third times his wage rate in respect of the whole time worked by him on such Sunday and grant him, within seven days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.

(3) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Whenever a casual employee works on a public holiday as defined or on a Sunday, his employer shall pay him in respect of that day an amount calculated at a rate of not less than double his hourly wage in respect of each hour or part of an hour worked by him on that day: Provided that for the purposes of this subclause a casual employee in an establishment in which the employee normally works on—

(a) not more than five days in a week, shall be deemed to have worked at least nine and a quarter hours on that day; and

(b) more than five days in a week, shall be deemed to have worked at least eight and a half hours on that day.

(4) *Compensation for work partly on a public holiday or a Sunday.*—Whenever an employee works for a period which falls—

(a) partly on a public holiday as defined or a Sunday and partly on any other day; or

(b) partly on a public holiday as defined and partly on a Sunday;

the whole period shall for the purposes of calculating the compensation payable to such employee be deemed to have been worked on the day on which the major portion of that work period falls.

(5) Remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay-day next succeeding the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).



(6) Voorbehoudsbepaling.—Subklousules (1) (b) tot (d), (2), (4) en (5) is nie van toepassing nie op 'n werknemer in klousule 5 (9) (a) vermeld."

10. Vervang klousule 9 deur die volgende:

#### "9. STUKWERK OF KOMMISSIEWERK

(1) Stukwerk.—(a) 'n Werkgewer kan wanneer hy 'n werknemer in diens neem of indien die werknemer reeds in sy diens is, nadat hy minstens een week vooraf aan sy werknemer kennis gegee het, enige stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, 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, in die geval van—

(i) 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat die werkgewer die werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;

(ii) 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat die werkgewer sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(b) 'n Werkgewer moet 'n lys van die tariewe in paragraaf (a) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan elke werknemer voorsien van 'n brief wat deur of namens hom onderteken is, waarin genoemde tariewe uiteengesit is.

(c) '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 minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n 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.

(d) Ondanks andersluidende bepalings in hierdie klousule, is 'n werkgewer nie verplig om 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

(2) Kommissiewerk.—(a) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

(i) die loon aan die werknemer betaalbaar, wat nie laer mag wees nie as dié wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word, asook die kommissietarief en die voorwaardes waarop hy die reg daarop verkry;

(ii) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;

(iii) die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk; en

(iv) die dag waarop die kommissie wat deur die werknemer verdien is, voor die beëindiging van die dienskontrak betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(b) 'n Werkgewer mag nie 'n werknemer toelaat of van hom vereis om werk slegs op 'n kommissiebasis te onderneem nie. 'n Bedrag wat as kommissie aan 'n werknemer betaalbaar is volgens 'n ooreenkoms aangaan ingevolge paragraaf (a) is afgesien van en bykomend by die loon daarin vermeld.

(c) Behoudens klousule 4 (6), moet 'n werkgewer sy werknemer minstens die besoldiging betaal waaroor hulle ooreengekom het; Met dien verstande dat afgesien van die kommissie wat die werknemer verdien het, sy besoldiging vir enige tydperk minstens die loon waarna in paragraaf (b) verwys word, sal wees.

(d) Die besoldiging van die werknemer moet betaal word op die dag genoem in die ooreenkoms aangaan ingevolge paragraaf (a), en klousule 4 (1) is nie op sodanige betaling van toepassing nie.

(e) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet skriftelik kennis van sodanige voorneme gee, en die termyn van sodanige kennisgewing mag nie korter wees as dié wat by klousule 12 vir die beëindiging van die dienskontrak van sodanige werknemer vereis word nie."

11. Vervang klousule 10 deur die volgende:

#### "10. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

(1) iemand onder die ouderdom van 15 jaar in diens neem nie;

(2) van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie."

12. Vervang klousule 11 deur die volgende:

#### "11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende kleren 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 en sindelike toestand hou; en enige sodanige artikel bly die eiendom van die werkgewer: Met dien verstande dat 'n

(6) Savings.—Subclauses (1) (b) to (d), (2), (4) and (5) shall not apply to an employee referred to in clause 5 (9) (a)."

10. Substitute the following for clause 9:

#### "9. PIECE-WORK AND COMMISSION WORK

(1) Piece-work.—(a) An employer may when engaging an employee or after at least one week's notice if the employee is already in his employ, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than, in the case of—

(i) an employee, other than a casual employee, in respect of each week in which piece-work is performed, the amount which the employer would have been required to pay such employee for that week had he been remunerated on the basis of time worked;

(ii) a casual employee, in respect of each day on which piece-work is performed, the amount which the employer would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(b) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in paragraph (a) or he may in lieu thereof supply the employee with a letter signed by himself, or on his behalf, setting out the said rates.

(c) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder, shall give his employee not less than one month'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.

(d) Notwithstanding anything to the contrary in this clause, an employer shall not be required to give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

(2) Commission work.—(a) An employee who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—

(i) the wage payable to the employee which shall be not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, the rate of the commission and the conditions of entitlement thereto;

(ii) the day of the week or month on which commission earned is due and payable;

(iii) the area in which the employee is required or permitted to work;

(iv) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

(b) An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into in terms of paragraph (a) shall be aside from and in addition to the wage therein stipulated.

(c) Save as provided in clause 4 (6), the employer shall pay his employee remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the commission earned by the employee, his remuneration in respect of any period shall be not less than the wage referred to in paragraph (b).

(d) The employee's remuneration shall be paid on the day stipulated in the agreement referred to in paragraph (a), and the provisions of clause 4 (1) shall not apply in respect of such payment.

(e) An employer or an employee who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall be not less than that required to terminate the contract of employment of such employee in terms of clause 12."

11. Substitute the following for clause 10:

#### "10. PROHIBITION OF EMPLOYMENT

An employer shall not—

(1) employ any person under the age of 15 years;

(2) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement."

12. Substitute the following for clause 11:

#### "11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any gumboots, cap, uniform, overall or other protective clothing which he requires his employee to wear or which by any law he is required to provide for his employee, and any such article shall

werkgever van 'n werknemer kan vereis om sodanige artikel te was of te was en stryk in die werknemer se eie tyd, in welke geval die werkgever sodanige werknemer 'n toelae moet betaal van minstens R1,00 per week vir elke week ten opsigte waarvan daar van die werknemer vereis word om sodanige artikel te dra."

13. In klousule 12 (1) (b), voeg die woorde "wat skriftelik gedoen moet word uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie" tussen die woorde "kontrak" en "of" in.

14. Voeg die volgende nuwe klousule in na klousule 15:

#### **"16. PRESENSIEREGISTER**

(1) 'n Werkgever moet in sy bedryfsinrigting 'n presensieregister wat wesenlik die onderstaande vorm het, voorsien, waarin hy in ink of inktlood die naam en klas van elk van sy werknemers moet aanteken, en indien sodanige werknemer nie in staat is om te skryf nie, moet sy werkgever namens hom vir elke dag gewerk en op daardie dag die vereiste inskrywings ten opsigte van punte (i) tot en met (vi) van subklousule (3) (a) maak, en sodanige inskrywings onderteken.

remain the property of the employer: Provided that an employer may require an employee to wash or to wash and iron any such article in the employee's own time, in which event the employer shall pay the employee an allowance of not less than R1,00 per week for each week in respect of which he is required to wear the article."

13. In clause 12 (1) (b), insert the words "which shall be in writing except when given by an employee who is unable to write" between the words "contract" and "or".

14. Insert the following new clause after clause 15:

#### **"16. ATTENDANCE REGISTER**

(1) An employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees and if an employee is unable to write, his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi) inclusive of subclause (3) (a) and sign such entries.

# PRESENSIEREGISTER

| (Naam van werknemer)  |              |                                             |                     |     |    |     |    |     |                               | (Klas van werknemer) |    |                         |           |                         |                |                                                                                             |                 |
|-----------------------|--------------|---------------------------------------------|---------------------|-----|----|-----|----|-----|-------------------------------|----------------------|----|-------------------------|-----------|-------------------------|----------------|---------------------------------------------------------------------------------------------|-----------------|
| Datum en dag van week |              | Inskrywings moet deur werknemer gemaak word |                     |     |    |     |    |     |                               |                      |    |                         |           | Opmerkings (as daar is) |                |                                                                                             |                 |
| Jaar .....            | Maand .....  | Tyd waarop werk begin word                  | Pouses van diens af |     |    |     |    |     | Tyd waarop werk beëindig word | Oortyd gewerk        |    | Totale getal ure gewerk |           | Handtekening            | Deur werknemer | Deur werkgever as werknemer afwesig is; rede daarvoor (moet deur werkgever onderteken word) | Deur inspekteur |
| Datum                 | Dag van week |                                             | Af                  | Aan | Af | Aan | Af | Aan |                               | Aan                  | Af | Elke dag                | Elke week |                         |                |                                                                                             |                 |
| 1                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 2                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 3                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 4                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 5                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 6                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 7                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 8                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 9                     |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 10                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 11                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 12                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 13                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 14                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 15                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 16                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 17                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 18                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 19                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 20                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 21                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 22                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 23                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 24                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 25                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 26                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 27                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 28                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 29                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 30                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |
| 31                    |              |                                             |                     |     |    |     |    |     |                               |                      |    |                         |           |                         |                |                                                                                             |                 |

Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.



## ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

| Date and day of week |             | Entries to be made by employee |                    |    |     |    |     |    |                        |                 |     |                       |           | Remarks (if any) |             |                                                                                         |              |
|----------------------|-------------|--------------------------------|--------------------|----|-----|----|-----|----|------------------------|-----------------|-----|-----------------------|-----------|------------------|-------------|-----------------------------------------------------------------------------------------|--------------|
| Year.....            | Month.....  | Time of commencing work        | Intervals off work |    |     |    |     |    | Time of finishing work | Overtime worked |     | Total number of hours |           | Signature        | By employee | By employer, if employee was absent. Reasons for his absence (to be signed by employer) | By inspector |
| Date                 | Day of week |                                | Off                | On | Off | On | Off | On |                        | On              | Off | Each day              | Each week |                  |             |                                                                                         |              |
| 1                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 2                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 3                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 4                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 5                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 6                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 7                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 8                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 9                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 10                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 11                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 12                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 13                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 14                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 15                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 16                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 17                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 18                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 19                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 20                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 21                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 22                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 23                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 24                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 25                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 26                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 27                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 28                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 29                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 30                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |
| 31                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |           |                  |             |                                                                                         |              |

*Note.*—Under heading "Off" and "On" in column referring to "intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

(2) 'n Werkgewer kan in plaas van 'n presensieregister, 'n halfoutomatiese tydregistreerder met die nodige kaarte wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en elkeen van sy werknemers van so 'n kaart met die naam en nommer van die werknemer asook die datum van diensbeëindiging van die week waarvoor die kaart gebruik moet word voorsien.

No. .... Naam en klas van werknemer .....

Week geëindig..... 19.....

| Dag             | In          | Uit         | In          | Uit         | Totaal      |
|-----------------|-------------|-------------|-------------|-------------|-------------|
| Sondag.....     | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Maandag .....   | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Dinsdag.....    | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Woensdag.....   | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Donderdag ..... | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Vrydag.....     | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Saterdag .....  | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |

(3) Tensy hy deur onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en wel op dié dag—

(a) in ink of inktlood in sodanige bywoningsregister bedoel in subklousule (1) aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- (iv) die tyd waarop werk vir die dag beëindig is;
- (v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- (vi) die totale aantal ure gewerk vir die dag;
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n halfoutomatiese tydregistreerder voorsien word, 'n inskrywing maak deur middel van die registreerder op 'n kaart wat ingevolge subklousule (2) voorsien is en wat die volgende moet toon:

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- (iii) die tyd waarop werk vir die dag beëindig is.

4. 'n Werkgewer moet die presensieregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.

(5) Hierdie klousule is nie van toepassing nie op—

- (a) 'n werknemer wat uit hoofde van klousule 5 (9) (a) van die werkurebepalings uitgesluit word, en
- (b) 'n drywer en 'n werknemer wat sodanige drywer vergesel."

(2) An employer may, instead of an attendance register, provide a semi-automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each employee such a card indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

No. .... Name and class of employee .....

Week ended.....

| Day            | In          | Out         | In          | Out         | Total       |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Sunday.....    | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Monday.....    | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Tuesday .....  | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Wednesday..... | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Thursday ..... | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Friday.....    | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |
| Saturday ..... | .....h..... | .....h..... | .....h..... | .....h..... | .....h..... |

(3) Unless prevented from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day—

(a) record in ink or indelible pencil in such attendance register referred to in subclause (1):

- (i) The day of the week;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- (iv) the time of finishing work for the day;
- (v) the time of commencement and termination of overtime worked for the day;
- (vi) the total number of hours worked for the day; and
- (vii) his signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:

- (i) The time he commenced work;
- (ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day.

(4) An employer shall retain such attendance register referred to in subclause (1) or the cards referred to in subclause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);
- (b) a driver and an employee accompanying such driver."

No. R. 990

23 Mei 1986

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### MEUBELNYWERHEID, GRENS.—HERNUWING VAN SIEKTEBYSTANDSVERENIGINGOOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van Goewermentskennissgewing R. 850 van 29 April 1983, van krag is vanaf die datum van publikasie van hierdie kennissgewing en vir die tydperk wat op 20 Maart 1987 eindig.

M. W. J. LE ROUX,  
Direkteur: Mannekrag.

No. R. 990

23 May 1986

#### LABOUR RELATIONS ACT, 1956

#### FURNITURE MANUFACTURING INDUSTRY, BORDER.—RENEWAL OF SICK BENEFIT SOCIETY AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Manpower, 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 R. 850 of 29 April 1983, to be effective from the date of publication of this notice and for the period ending 20 March 1987.

M. W. J. LE ROUX,  
Director: Manpower.

No. R. 991

23 Mei 1986

## WET OP ARBEIDSVERHOUDINGE, 1956

## MEUBELNYWERHEID, GRENS.—HERNUWING VAN HOOFOOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, 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. 1227 van 22 Junie 1984 en R. 859 van 19 April 1985, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1987 eindig.

M. W. J. LE ROUX,  
Direkteur: Mannekrag.

No. R. 992

23 Mei 1986

## WET OP ARBEIDSVERHOUDINGE, 1956

## ELEKTROTEGNIJSE NYWERHEID (NATAL).—HERBEKRAFTIGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking 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 1986 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

## BYLAE

## NYWERHEIDSRaad VIR DIE ELEKTROTEGNIJSE NYWERHEID (NATAL)

## SIEKTEBYSTANDSFONDS

## OOREENKOMS

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

## Electrical Contractors' Association (South Africa)

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

## South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

No. R. 991

23 May 1986

## LABOUR RELATIONS ACT, 1956

## FURNITURE MANUFACTURING INDUSTRY, BORDER.—RENEWAL OF MAIN AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Manpower, 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. 1227 of 22 June 1984 and R. 859 of 19 April 1985, to be effective from the date of publication of this notice and for the period ending 20 March 1987.

M. W. J. LE ROUX,  
Director: Manpower.

No. R 992

23 May 1986

## LABOUR RELATIONS ACT, 1956

## ELECTRICAL INDUSTRY (NATAL).—RE-ENACTMENT OF SICK PAY FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement 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 1986, 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) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

## SICK PAY FUND

## AGREEMENT

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

## Electrical Contractors' Association (South Africa)

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

## South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Electrical Industry (Natal).



**DEEL I****1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—

- (a) wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en
  - (b) wat betrokke is by of in diens is in die Nywerheid in die landdrosdistrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooirivier, Msinga, Mtonjaneni, Mtunizini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd die gedeeltes van daardie landdrosdistrikte wat ingevolge Proklamasie R. 11 van 1977 wat in die *Staatskoerant* van 28 Januarie 1977 verskyn het, in die Grondgebied van die selfregerende KwaZulu val,
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—
- (a) werknemers in diens van die werkgewers in subklousule (1) bedoel wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is lede van so 'n vakvereniging kan word, nie lede van so 'n vakvereniging is nie;
  - (b) werknemers uitgesonderd dié in diens van werkgewers in subklousule (1) bedoel.

**2. GELDIGHEIDSDUUR**

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk wat op 30 Junie 1986 eindig, of vir dié tydperk wat die Minister bepaal.

**3. SPESIALE BEPALINGS**

Klousule 9 van Deel I en Deel II van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 2827 van 30 Desember 1983, soos gewysig by Goewermenskennisgewing R. 2481 van 16 November 1984 en soos verleng by Goewermenskennisgewing R. 2579 van 15 November 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

**4. ALGEMENE BEPALINGS**

Klousule 3 (soos gewysig by klousule 5 hieronder), klousules 4 tot 8 en 10 tot 16 van Deel I en Deel III van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

**5. KLOUSULE 3.—WOORDOMSKRYWING**

Vervang die omskrywing "Elektrotegniese Nywerheid" deur die volgende:

"'Elektrotegniese Nywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor 'n gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (d) die installering en/of onderhoud en/of hersel en/of versiening van huishoudelike televisieënstelle en/of ander huishoudelike elektroniese toestelle en/of uitrusting, met inbegrip van die oprigting en/of herstel van televisieantennes;

en vir die toepassing van hierdie omskrywing omvat 'elektriese uitrusting'—

- (i) elektriese kables en oorhoofse lyne;

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

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry (Natal)—

- (a) who are members of the employers' organisation and the trade union, respectively; and
- (b) who are engaged or employed in the Industry in the Magisterial District of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions River, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi Rivier, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of these Magisterial Districts falling within the selfgoverning territory of KwaZulu in terms of Proclamation R. 11, 1977, which appeared in the *Government Gazette* of 28 January 1977.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—

- (a) employees employed by the employers referred to in subclause (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this Agreement to become members of such a trade union, are not members of such a trade union;
- (b) employees other than those employed by employers referred to in subclause (1).

**2. PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 30 June 1986 or such period as the Minister may determine.

**3. SPECIAL PROVISIONS**

The provisions of clause 9 of Part I and Part II of the Agreement published under Government Notice R. 2827 of 30 December 1983, as amended by Government Notice R. 2481 of 16 November 1984 and extended by Government Notice R. 2579 of 15 November 1985 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

**4. GENERAL PROVISIONS**

The provisions of clause 3 (as amended by clause 5 hereunder), clauses 4 to 8 and 10 to 16 of Part I and Part III of the Former Agreement shall apply to employers and employees.

**5. CLAUSE 3.—DEFINITIONS**

Substitute the following for the definition "Electrical Industry";

'Electrical Industry' means the Industry in which employers and employees are associated for any of or for all the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the installation and/or maintenance and/or repair and/or servicing of domestic television sets and/or other domestic electronic appliances and/or equipment, including the erection and/or repair of television antennas;

and for the purposes of this definition, 'electrical equipment' shall include—

- (i) electrical cables and overhead lines;

(ii) generators, motore, konvertors, skakeltuig en kontrole-uitrusting (met inbegrip van relê, kontakters, elektriese instrumente en uitrusting wat daarmee verband hou, maar uitgesonderd radiostelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby daar gebruik gemaak word van die werkbeginsels van radio- of elektroniese uitrusting), elektriese verligtings-, verwarmings-, kook- en koeluitrusting, primêre en sekondêre selle en batterye, transformators en oonduitrusting;

en, voorts, omvat 'ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud' vir die toepassing van hierdie omskrywing nie die volgende nie:

- (aa) Die vervaardiging, installering, herstel en/of onderhoud van hysers en roltrappe;
- (ab) die vervaardiging volgens herhalingsmetodes van voornoemde uitrusting of onderdele daarvan;
- (ac) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;
- (ad) die vervaardiging en/of fabrisering en/of montering en/of herbouing van batterye van die loodsuurtype en/of onderdele daarvan;
- (ae) die installering en/of versiening en/of herstel van vaste batterye van die loodsuurtype of onderdele daarvan, wanneer die vervaardiger van die batterye of onderdeel genoemde werksaamhede verrig;
- (af) die installering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtype of onderdele daarvan, wanneer die vervaardiger van die batterye of onderdeel genoemde werksaamhede ooreenkomstig sy vervaardigerswaarborg verrig;
- (ag) die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle;
- (ah) die montering en/of versiening en/of installering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene, werktuie of apparaat in (ai) hieronder bedoel;
- (ai) die bemaking van toestelle, uitrusting, masjiene, werktuie en apparaat, hetsy daarby gebruik gemaak word van handbedienings-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik by boekhou- en/of besigheids-en/of berekenings- en/of kantoorprosedures, waar sodanige bemaking ook al gedoen word tesame met een of meer van die bedrywighede in (ah) bedoel; of
- (aj) die verbinding van die toestelle, uitrusting, masjiene, werktuie en apparaat in (ai) bedoel met die bedrading van 'n gebou of bouwerk, behalwe deur middel van 'n sok of dergelyke uitlaat wat vir dié doel verskaf word."

Soos gemagtig, vir en namens die partye by die Raad op hede die derde dag van Desember 1985 te Durban onderteken.

**B. NICHOLSON,**  
Voorsitter van die Raad.

**M. F. PRINSLOO,**  
Ondervoorsitter van die Raad.

**D. F. ANTHONY,**  
Sekretaris van die Raad.

(ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith, but excluding radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment), electrical lighting, heating, cooking and cooling equipment, primary and secondary cells and batteries, transformers and furnace equipment;

and, further, for the purposes of this definition, 'design, preparation, erection, installation, repair and maintenance' shall not include—

- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;
- (ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;
- (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;
- (ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;
- (ae) the installations and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component part;
- (af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of his manufacturer's guarantee;
- (ag) the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;
- (ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;
- (ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah); or
- (aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai) other than by means of a socket or similar outlet provided for the purpose.

Signed at Durban as authorised, for and on behalf of the parties, this third day of December 1985.

**B. NICHOLSON,**  
Chairman of the Council.

**M. F. PRINSLOO,**  
Vice-Chairman of the Council.

**D. F. ANTHONY,**  
Secretary of the Council.

**No. R. 993**

**23 Mei 1986**

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### ELEKTROTEGNIËSE NYWERHEID (NATAL).— HERBEKRAFTIGING VAN PENSIOENFONDSE- OOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Be-roep 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 Desember 1986 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

**No. R. 993**

**23 May 1986**

#### LABOUR RELATIONS ACT, 1956

#### ELECTRICAL INDUSTRY (NATAL)—RE-ENACT- MENT OF PENSION FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Man-power, 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 second Monday after the date of publication of this notice and for the period ending 31 December 1986, 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) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) (a) en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1986 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 2 van genoemde Ooreenkoms gespesifiseer.

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

## BYLAE

### NYWERHEIDSRaad VIR DIE ELEKTROTEGNIESE NYWERHEID (NATAL)

#### PENSIOENFONDSE

#### OOREENKOMS

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

#### Electrical Contractors' Association (South Africa)

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

#### South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal)

#### 1. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk wat op 31 Desember 1986 eindig, of vir dié tydperk wat die Minister bepaal.

#### 2. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid (Natal)—

- (a) wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en
- (b) wat betrokke is by of in diens is in die Nywerheid in die landdrosdistrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooirivier, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd die gedeeltes van daardie landdrosdistrikte wat ingevolge Proklamasie R. 11 van 1977 wat in die *Staatskoerant* van 28 Januarie 1977 verskyn het, in die grondgebied van die selfregerende KwaZulu val.

(2) Ondanks subklousule (1) is die Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

#### 3. SPESIALE BEPALINGS

Klousule 4 van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2631 van 24 Desember 1980, soos gewysig by Goewermentskennisgewings R. 297 van 19 Februarie 1982 en R. 2145 van 30 September 1983 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

#### 4. ALGEMENE BEPALINGS

Klousule 3 (soos gewysig by klousule 5 hieronder) en klousules 5 tot 7 van Deel I en Deel III van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

(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, 2 (1) (a) and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1986, 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 2 of the said Agreement.

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

## SCHEDULE

### INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

#### PENSION FUNDS

#### AGREEMENT

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

#### Electrical Contractors' Association (South Africa)

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

#### South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Electrical Industry (Natal).

#### 1. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 31 December 1986 or for such period as the Minister may determine.

#### 2. SCOPE OF APPLICATION

(1) In terms of this Agreement shall be observed by employers and employees in the Electrical Industry (Natal)—

- (a) who are members of the employers' organisation and the trade union respectively; and
- (b) who are engaged or employed in the Industry in the Magisterial Districts of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions River, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi River, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of these Magisterial District falling within the self-governing territory of KwaZulu in terms of Proclamation R. 11, 1977, which appeared in the *Government Gazette* of 28 January 1977.

(2) Notwithstanding the provisions of subclause (1), in 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 conditions prescribed or any notice served in terms thereof.

#### 3. SPECIAL PROVISIONS

The provisions contained in clause 4 of Part 1 of the Agreement published under Government Notice R. 2631 of 24 December 1980, as amended by Government Notices R. 297 of 19 February 1982 and R. 2145 of 30 September 1983 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

#### 4. GENERAL PROVISIONS

The provisions contained in clause 3 (as amended by clause 5 hereunder) and clauses 5 to 7 of Part I and Part III of the Former Agreement shall apply to employers and employees.



**5. KLOUSULE 3.—WOORDOMSKRYWING**

Vervang die omskrywing "Elektrotegniese Nywerheid" deur die volgende:

"Elektrotegniese Nywerheid" beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enige en van al die volgende:

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting van 'n integreerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor 'n gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (d) die installering en/of onderhoud en/of herstel en/of versiening van huishoudelike televisiestelle en/of ander huishoudelike elektroniese toestelle en/of uitrusting, met inbegrip van die oprigting en/of herstel van televisieantennes;

en vir die toepassing van hierdie omskrywing omvat elektriese uitrusting—

- (i) elektriese kables en oorhoofse lyne;
- (ii) generators, motore, konvertors, skakeltoestel en kontrole-uitrusting (met inbegrip van rels, kontakters, elektriese instrumente en uitrusting wat daarmee verband hou, maar uitgesonderd radiostelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby daar gebruik gemaak word van die werkbeginsels van radio- of elektroniese uitrusting), elektriese verligting-, verwarmings-, kook- en koeluitrusting, primêre en sekondêre selle en batterye, transformators en oonduitrusting;

en, voorts, omvat 'ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud' van die toepassing van hierdie omskrywing nie die volgende nie:

- (aa) Die vervaardiging, installering, herstel en/of onderhoud van hysers en roltrappe;
- (ab) die vervaardiging volgens herhalingsmetodes van voornoemde uitrusting of onderdele daarvan;
- (ac) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;
- (ad) die vervaardiging en/of fabrisering en/of montering en/of herbouing van batterye van die loodsuurtipe en/of onderdele daarvan;
- (ae) die installering en/of versiening en/of herstel van vaste batterye van die loodsuurtipe of onderdele daarvan, wanneer die vervaardiging van die batterye of onderdele genoemde werksaamhede verrig;
- (af) die installering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtipe of onderdele daarvan, wanneer die vervaardiging van die batterye of onderdele genoemde werksaamhede ooreenkomstig sy vervaardigerswaarborg verrig;
- (ag) die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle;
- (ah) die montering en/of versiening en/of installering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene, werktuie of apparaat in (ai) hieronder bedoel;
- (ai) die bemerking van toestelle, uitrusting, masjiene, werktuie en apparaat, hetsy daarby gebruik gemaak word van handbedienings-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik by boekhou- en/of besigheids- en/of berekening- en/of kantoorprosedures, waar sodanige bemerking ook al gedoen word tesame met een of meer van die bedrywighede in (ah) bedoel; of
- (aj) die verbinding van die toestelle, uitrusting, masjiene, werktuie en apparaat in (ai) bedoel met die bedrading van 'n gebou of bouwerk behalwe deur middel van 'n sok of dergelike uitlaat wat vir dié doel verskaf word."

Soos gemagtig, vir en namens die partye by die Raad op hede die derde dag van Desember 1985 te Durban onderteken.

**5. CLAUSE 3.—DEFINITIONS**

Substitute the following for the definition "Electrical Industry":

" 'Electrical Industry' means the Industry in which employers and employees are associated for any of or for all of the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or a structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (e) the installation and/or maintenance and/or repair and/or servicing of domestic television sets and/or other domestic electronic appliances and/or equipment, including the erection and/or repair of television antennas;

and for the purposes of this definition, 'electrical equipment' shall include—

- (i) electrical cables and overhead lines;
- (ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith, but excluding radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment), electrical lighting, heating, cooking and cooling equipment, primary and secondary cells and batteries, transformers and furnace equipment;

and, further, for the purposes of this definition, 'design, preparation, erection, installation, repair and maintenance' shall not include—

- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;
- (ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;
- (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;
- (ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;
- (ae) the installation and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component part;
- (af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of his manufacturer's guarantee;
- (ag) the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;
- (ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;
- (ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah); or
- (aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai) other than by means of a socket or similar outlet provided for the purpose."

Signed at Durban as authorised, for and on behalf of the parties, this third day of December 1985.

**B. NICHOLSON,**  
Voorsitter van die Raad.

**M. F. PRINSLOO,**  
Ondervoorsitter van die Raad.

**D. F. ANTHONY,**  
Sekretaris van die Raad.

**No. R. 994**

**23 Mei 1986**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**ELEKTROTEGNIËSE NYWERHEID (NATAL).—HERBEKRAFTIGING VAN MEDIESE HULPFONDS OOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, 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 publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 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.

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

**BYLAE**

**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)**

**MEDIESE HULPFONSOOREENKOMS**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association**

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

**TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Ondanks andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit nagekom word in die Elektrotegniese Nywerheid (Natal) deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooirivier, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd die gedeeltes van daardie landdrostdistrikte wat ingevolge Proklamasie R. 11, 1977, wat in die *Staatskoerant* van 28 Januarie 1977 verskyn het, in die grondgebied van die selfregerende KwaZulu val.

(2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese voordele verskaf wat bestaan het op 3 Januarie 1966 en waartoe die betrokke werkgewer weekliks minstens 45 sent bydra ten opsigte van elke werknemer wat lid van die skema is en andersins deur hierdie Ooreenkoms gedek word terwyl die skema in werking bly en genoemde werkgewer en werknemer voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n bydrae van minstens 45 sent per week ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2) is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds of skema wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

**B. NICHOLSON,**  
Chairman of the Council.

**M. F. PRINSLOO,**  
Vice-Chairman of the Council.

**D. F. ANTHONY,**  
Secretary of the Council.

**No. R. 994**

**23 May 1986**

**LABOUR RELATIONS ACT, 1956**

**ELECTRICAL INDUSTRY (NATAL).—RE-ENACTMENT OF MEDICAL AID FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, 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 second Monday after the date of publication of this notice and for the period ending 30 June 1986, 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.

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

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)**

**MEDICAL AID FUND AGREEMENT**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association**

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

being the parties to the Industrial Council for the Electrical Industry (Natal).

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed in the Electrical Industry (Natal) by all employers and employees who are members of the employers' organisations and the trade union respectively, who are engaged or employed in the said Industry in the Magisterial Districts of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions River, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi River, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of those Magisterial Districts falling within the self-governing territory of KwaZulu in terms of Proclamation R. 11, 1977, which appeared in the *Government Gazette* of 28 January 1977.

(2) The terms of this Agreement shall not apply to employers and their employees who are participants with the employer in any scheme providing medical benefits, in existence on 3 January 1966, to which the employer concerned contributes not less than 45 cents per week for each employee who is a member of the scheme and otherwise covered by this Agreement whilst such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 45 cents for each such employee per week.

(3) Notwithstanding the provisions of subclause (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund or scheme referred to in that subclause.



## 2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk wat op 30 Junie 1986 eindig, of vir dié tydperk wat die Minister bepaal.

## ALGEMENE BEPALINGS

Klousule 3 (soos gewysig by klousule 4 hieronder) en klousules 4 tot 19 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2604 van 2 Desember 1983, soos gewysig en verleng by Goewermentskennisgewings R. 1429 van 13 Julie 1984, R. 2308 van 26 Oktober 1984 en R. 2489 van 8 November 1985, is van toepassing op werkgewers en werknemers.

## 4. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing "Elektrotegniese Nywerheid" deur die volgende:

" 'Elektrotegniese Nywerheid' beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enige en van of al die volgende:

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue of bouwerke uitmaak, met ingegrip van alle bedrading, kabellasterwerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor 'n gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellasterwerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellasterwerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (d) die installering en/of onderhoud en/of herstel en/of versiening van huishoudelike televisiestelle en/of ander huishoudelike elektroniese toestelle en/of uitrusting, met inbegrip van die oprigting en/of herstel van televisieantennes;

en vir die toepassing van hierdie omskrywing omvat 'elektriese uitrusting'—

- (i) elektriese kables en oorhoofse lyne;
- (ii) generators, motore, konvertors, skakeltuig en kontrole-uitrusting (met inbegrip van rels, kontakters, elektriese instrumente en uitrusting wat daarmee verband hou, maar uitgesonderd radiostelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby daar gebruik gemaak word van die werkbeginsele van radio- of elektroniese uitrusting), elektriese verligtings-, verwarmings-, kook- en koeluitrusting, primêre en sekondêre selle en batterye, transformators en oonduitrusting;

en, voorts, omvat 'ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud' vir die toepassing van hierdie omskrywing nie die volgende nie:

- (aa) Die vervaardiging, installering, herstel en/of onderhoud van hysers en roltrappe;
- (ab) die vervaardiging volgens herhalingsmetodes van voornoemde uitrusting of onderdele daarvan;
- (ac) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;
- (ad) die vervaardiging en/of fabrisering en/of montering en/of herbouing van batterye van die loodsuurtipe en/of onderdele daarvan;
- (ae) die installering en/of versiening en/of herstel van vaste batterye van die loodsuurtipe battery of onderdeel genoemde werksaamhede verrig;
- (af) die installering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtipe of onderdele daarvan wanneer die vervaardiger van die battery of onderdeel genoemde werksaamhede ooreenkomstig sy vervaardigerswaarborg verrig;
- (ag) die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoor toestelle;
- (ah) die montering en/of versiening en/of installering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene werktuie of apparaat in (ai) hieronder bedoel;

## 2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 30 June 1986 or for such period as the Minister may determine.

## 3. GENERAL PROVISIONS

The provisions contained in clause 3 (as amended by clause 4 hereunder) and clauses 4 to 19 of the Agreement published under Government Notice R. 2604 of 2 December 1983, as amended and extended by Government Notices R. 1429 of 13 July 1984, R. 2308 of 26 October 1984 and R. 2489 of 8 November 1985, shall apply to employers and employees.

## 4. CLAUSE 3.—DEFINITIONS

Substitute the following for the definition " 'Electrical Industry' :

" 'Electrical Industry' means the Industry in which employers and employees are associated for any of or for all the following:

- (a) The design, preparation, erection, installation; repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the installation and/or maintenance and/or repair and/or servicing of domestic television sets and/or other domestic electronic appliances and/or equipment, including the erection and/or repair of television antennas;

and for the purposes of this definition, 'electrical equipment' shall include—

- (i) electrical cables and overhead lines;
- (ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith, but excluding radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment), electrical lighting, heating, cooking and cooling equipment, primary and secondary cells and batteries, transformers and furnace equipment;

and, further, for the purposes of this definition, 'design, preparation erection, installation, repair and maintenance' shall not include—

- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;
- (ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;
- (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;
- (ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;
- (ae) the installation and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component part;
- (af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of his manufacturer's guarantee;
- (ag) the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;
- (ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;



- (ai) die bemarking van toestelle, uitrusting, masiene, werktuie en aparatuur, hetsy daarby gebruik gemaak word van handbedienings-, fotografiese, maganiese, elektriese, elektrostatiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik by boekhou- en/of besigheids-en/of berekenings- en/of kantoorprosedures, waar sodanige bemarkings ook al gedoen word tesame met een of meer van die bedrywighede in (ah) bedoel; of
- (aj) die verbinding van die toestelle, uitrusting, masjiene, werktuie en aparatuur in (ai) bedoel met die bedrading van 'n gebou of bouwerk behalwe deur middel van 'n sok of dergelyke uitlaat wat vir die doel verskaf word."

Soos gemagtig, vir en namens die partye by die Raad op hede die 3de dag van Desember 1985 te Durban onderteken.

**B. NICHOLSON,**  
Voorsitter van die Raad.

**M. F. PRINSLOO,**  
Ondervoorsitter van die Raad.

**D. F. ANTHONY,**  
Sekretaris van die Raad.

- (ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah); or
- (aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai) other than by means of a socket or similar outlet provided for the purpose."

Signed at Durban as authorised, for and on behalf of the parties, this 3rd day of December 1985.

**B. NICHOLSON,**  
Chairman of the Council.

**M. F. PRINSLOO,**  
Vice-Chairman of the Council.

**D. F. ANTHONY,**  
Secretary of the Council.

**No. R. 995**

**23 Mei 1986**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**ELEKTROTEGNIËSE NYWERHEID (NATAL).—HERBEKRAFTIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking 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 1986 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

**BYLAE 1**

**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)**

**ELEKTROTEGNIËSE AANNEMINGSEKSIE**

**OOREENKOMS**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association**

**Electrical and Allied Trades Union of S.A.**

en die

**Electrical and Allied Workers' Union of S.A.**

**No. R. 995**

**23 May 1986**

**LABOUR RELATIONS ACT, 1956**

**ELECTRICAL INDUSTRY (NATAL).—RE-ENACTMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which 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 1986, 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) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)**

**ELECTRICAL CONTRACTING SECTION**

**AGREEMENT**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association,**

**Electrical and Allied Trades Union of S.A.**

and the

**Electrical and Allied Workers' Union of S.A.**

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

## DEEL I

### ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

#### 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid (Natal)—

- (a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en
- (b) wat betrokke is by of in diens is in die Nywerheid in die landdrost-distrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooirivier, Misinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd die gedeeltes van daardie landdrost-distrikte wat ingevolge Proklamasie R. 11 van 1977 wat in die Staatskoerant van 28 Januarie 1977 verskyn het, in die grondgebied van die selfregerende KwaZulu val.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwelklinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragens voorgeskryf of bestel is nie.

(3) Vir die toepassing van hierdie Ooreenkoms moet die "weeklikse loonskaal" van vakleerlinge, voorgeskryf kragtens die Wet op Mannekragopleiding, 1981, as die weekloon van sodanige werknemers geneem en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

#### 2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk wat op 30 Junie 1986 eindig, of vir dié tydperk wat die Minister bepaal.

#### 3. SPESIALE BEPALINGS

Klousules 8 (2) (a) (vii), 15 (1) en (3), 18, 34, 35, 36 en 37 (3) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 967 van 13 Mei 1983, soos gewysig by Goewermentskennisgewings R. 25 van 6 Januarie 1984, R. 1287 van 29 Junie 1984 en R. 1367 van 21 Junie 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

#### 4. ALGEMENE BEPALINGS

Klousules 3 (soos gewysig by klousule 5 hieronder), 4 tot 8 (2) (a) (vi), 8 (2) (b) tot 8 (4), 9 tot 14, 15 (2), 16, 17, 19 tot 33, 37 (1) en (2) en 38 en 39 van Deel I en Deel II van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

#### 5. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing "Elektrotegniese Nywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enige en van al die volgende:

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integreerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellaswerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor 'n gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellaswerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien van of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk, of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellaswerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk, of elders;

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

being parties to the Industrial Council for the Electrical Industry (Natal).

## PART I

### GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

#### 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry (Natal)—

- (a) who are members of the employers' organisation and the trade unions, respectively; and
- (b) who are engaged or employed in the Industry in the Magisterial Districts of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions river, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi River, Misinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of those Magisterial Districts falling within the self-governing territory of KwaZulu in terms of Proclamation R. 11 of 1977, which appeared in the *Government Gazette* of 28 January 1977.

(2) Notwithstanding the provisions of subclause (1), 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 conditions prescribed or any notice served in terms thereof.

(3) For the purposes of this Agreement, the "weekly wage rate" of apprentices prescribed under the Manpower Training Act, 1981, shall be taken to be the weekly wage of such employees and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

#### 2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 30 June 1986 or such period as the Minister may determine.

#### 3. SPECIAL PROVISIONS

The provisions of clauses 8 (2) (a) (vii), 15 (1) and (3), 18, 34, 35, 36 and 37 (3) of the Agreement published under Government Notice R. 967 of 13 May 1983, as amended by Government Notices R. 25 of 6 January 1984, R. 1287 of 29 June 1984 and R. 1367 of 21 June 1985 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

#### 4. GENERAL PROVISIONS

The provisions of clauses 3 (as amended by clause 5 hereunder), 4 to 8 (2) (a) (vi), 8 (2) (b) to 8 (4), 9 to 14, 15 (2), 16, 17, 19 to 33, 37 (1) and (2) and 38 and 39 of Part I and Part II of the Former Agreement shall apply to employers and employees.

#### 5. CLAUSE 3.—DEFINITIONS

Substitute the following for the definition "Electrical Industry":

"'Electrical Industry' means the Industry in which employers and employees are associated for any of or for all the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;



(d) die installering en/of onderhoud en/of herstel en/of versiening van huishoudelike televisiestelle en/of ander huishoudelike elektroniese toestelle en/of uitrusting, met inbegrip van die oprigting en/of herstel van televisieantennes;

en vir die toepassing van hierdie omskrywing omvat 'elektriese uitrusting'—

- (i) elektriese kables en oorhoofse lyne;
- (ii) generators, motore, konvertors, skakeltuig en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee verband hou, maar uitgesonderd radiostelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby daar gebruik gemaak word van die werkbeginsels van radio- of elektroniese uitrusting), elektriese verligtings-, verwarmings-, kook- en koeluitrusting, primêre en sekondêre selle en batterye, transformators en oonduitrusting;

en, voorts, omvat 'ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud' vir die toepassing van hierdie beskrywing nie die volgende nie:

- (aa) Die vervaardiging, installering, herstel en/of onderhoud van hysers en roltrappe;
- (ab) die vervaardiging volgens herhalingsmetodes van voornoemde uitrusting of onderdele daarvan;
- (ac) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;
- (ad) die vervaardiging en/of fabrisering en/of montering en/of herbouing van batterye die loodsuurtype en/of onderdele daarvan;
- (ae) die installering en/of versiening en/of herstel van vaste batterye van die loodsuurtype of onderdele daarvan wanneer die vervaardiger van die battery of onderdeel genoemde werksaamhede verrig;
- (af) die installering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtype of onderdele daarvan wanneer die vervaardiger van die battery of onderdeel genoemde werksaamhede ooreenkomstig sy vervaardigerswaarborg verrig;
- (ag) die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle;
- (ah) die montering en/of versiening en/of installering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene, werktuie of apparaat in (ai) hieronder bedoel;
- (ai) die bemaking van toestelle, uitrusting, masjiene, werktuie en apparaat, hetsy daarby gebruik gemaak word van handbedienings-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik by boekhou- en/of besigheids- en/of berekenings- en/of kantoorprosedures, waar sodanige bemaking ook al gedoen word tesame met een of meer van die bedrywighede in (ah) bedoel; of
- (aj) die verbinding van die toestelle, uitrusting, masjiene, werktuie en apparaat in (ai) bedoel met die bedrading van 'n gebou of bouwerk behalwe deur middel van 'n sok of dergelyke uitlaat wat vir die doel verskaf word."

Soos gemagtig, vir en namens die partye by die Raad op hede die 3de dag van Desember 1985 te Durban onderteken.

**B. NICHOLSON,**  
Voorsitter van die Raad.

**M. F. PRINSLOO,**  
Ondervoorsitter van die Raad.

**D. F. ANTHONY,**  
Sekretaris van die Raad.

**No. R. 996**

**23 Mei 1986**

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### INTREKKING VAN GOEWERMENSKENNISGEWINGS. — ELEKTROTEGNIËSE NYWERHEID (NATAL)

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings R. 2579 van 15 November 1985, R. 2631 van 24 Desember 1980, R. 297 van 19 Februarie 1982, R. 2145 van 30 September 1983, R. 2489 van 8 November 1985 en R. 1366 en R. 1367 van 21 Junie 1985, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

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

(d) the installation and/or maintenance and/or repair and/or servicing of domestic television sets and/or other domestic electronic appliances and/or equipment, including the erection and/or repair of television antennas;

and for the purposes of this definition, 'electrical equipment' shall include—

- (i) electrical cables and overhead lines;
- (ii) generators, motors, converters, switch and control gear (including relays, contractors, electrical instruments and equipment associated therewith, but excluding radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment), electrical lighting, heating, cooking and cooling equipment, primary and secondary cells and batteries, transformers and furnace equipment;

and, further, for the purposes of this definition, 'design, preparation, erection, installation, repair and maintenance' shall not include—

- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;
- (ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;
- (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;
- (ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;
- (ae) the installation and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component parts;
- (af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of his manufacturer's guarantee;
- (ag) the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;
- (ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;
- (ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah); or
- (aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai) other than by means of socket or similar outlet provided for the purpose."

Signed at Durban as authorised, for and on behalf of the parties, this 3rd day of December 1985.

**B. NICHOLSON,**  
Chairman of the Council.

**M. F. PRINSLOO,**  
Vice-Chairman of the Council.

**D. F. ANTHONY,**  
Secretary of the Council.

**No. R. 996**

**23 May 1986**

#### LABOUR RELATIONS ACT, 1956

#### CANCELLATION OF GOVERNMENT NOTICES.—ELECTRICAL INDUSTRY (NATAL)

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 2579 of 15 November 1985, R. 2631 of 24 December 1980, R. 297 of 19 February 1982, R. 2145 of 30 September 1983, R. 2489 of 8 November 1985 and R. 1366 and R. 1367 of 21 June 1985, with effect from the second Monday after the date of publication of this notice.

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



No. R. 997

23 Mei 1986

## WET OP ARBEIDSVIRHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN MATALLUR-  
GIESE NYWERHEID.—HERBEKRAKTIGING VAN  
HOOFDOORENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking 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 1986 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

## BYLAE

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

## HOOFDOORENKOMS

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

Association of Electrical Cable Manufacturers of South Africa  
Automotive Parts Production Engineers' Association  
Border Engineering Industries' Association  
Bright Bar Association  
Cape Engineers' and Founders' Association  
Constructional Engineering Association  
Covered Conductor Manufacturers' Association  
Domestic Appliances Manufacturers' Association of South Africa  
Edge Hand and Small Tool Manufacturers' Association  
Electrical Engineering and Allied Industries Association  
Electronics and Telecommunications Industries Association  
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)  
Fire Protection Industries Association of South Africa  
Forging Association of Southern Africa  
Gate and Fence Manufacturers' Association of the Transvaal  
Heavy Engineering Manufacturers' Association  
Lift Engineering Association of South Africa  
Light Engineering Industries Association of South Africa  
Materials Handling Association  
Natal Engineering Industries Association  
Non-Ferrous Metal Industries Association of South Africa  
Plastics Manufacturers' Association of South Africa  
Port Elizabeth Engineers' Association  
Precision Manufacturing Engineers' Association  
Pressure Vessel Manufacturers' Association of South Africa  
Sheetmetal Industries Association of South Africa  
S.A. Agricultural and Irrigation Machinery Manufacturers' Association  
S.A. Association of Shipbuilders and Repairers

No. R. 997

23 May 1986

## LABOUR RELATIONS ACT, 1956

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

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which 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 1986, 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) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

## SCHEDULE

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

## MAIN AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa  
Automotive Parts Production Engineers' Association  
Border Engineering Industries Association  
Bright Bar Association  
Cape Engineers' and Founders' Association  
Constructional Engineering Association  
Covered Conductor Manufacturers' Association  
Domestic Appliance Manufacturers' Association of South Africa  
Edge Hand and Small Tool Manufacturers' Association  
Electrical Engineering and Allied Industries Association  
Electronics and Telecommunications Industries Association  
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)  
Fire Protection Industries Association of South Africa  
Forging Association of Southern Africa  
Gate and Fence Manufacturers' Association of the Transvaal  
Heavy Engineering Manufacturers' Association  
Lift Engineering Association of South Africa  
Light Engineering Industries Association of South Africa  
Materials Handling Association  
Natal Engineering Industries Association  
Non-Ferrous Metal Industries Association of South Africa  
Plastics Manufacturers' Association of South Africa  
Port Elizabeth Engineers' Association  
Precision Manufacturing Engineers' Association  
Pressure Vessel Manufacturers' Association of South Africa  
Sheetmetal Industries Association of South Africa  
S.A. Agricultural and Irrigation Machinery Manufacturers' Association  
S.A. Association of Shipbuilders and Repairers

S.A. Electro-Plating Industries Association  
 S.A. Fasteners Manufacturers' Association  
 S.A. Foundry Association  
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association  
 S.A. Machine Tool Manufacturers' Association  
 S.A. Pump Manufacturers' Association  
 S.A. Reinforced Concrete Engineers' Association  
 S.A. Tube Makers' Association  
 S.A. Valve Manufacturers' Association  
 S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

## DEEL I

### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word—
- oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;
  - deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—
- die instellering, herstel en versiening van radio's en huishoudelike elektriese toestelle en die vervaardiging van radio's;
  - die vervaardiging vir verkoop van standaard snelygereedskap gemaak van sneldraaistaal deur middel van installasies en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse in die landdrostrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
  - die vervaardiging van aluminiumplaat en/of -foelie en werksaamhede wat in verband daarmee staan;
  - die installering en/of herstel en/of onderhoud van elektriese hysers en roltrappe;
  - die produksie van yster en/of staal en/of ysterlegerings;
  - die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing van "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel 1 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop en Oranje-Vrystaat;
  - die vervaardiging van wolframkarbid (harde metaal);
  - die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, werktuie en apparaat, of dit van hand-, fotografiese, meganiese, elektriese, elektrostatische of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik in rekeningkundige en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
  - die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
  - die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

S.A. Electro-Plating Industries Association  
 S.A. Fasteners Manufacturers' Association  
 S.A. Foundry Association  
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association  
 S.A. Machine Tool Manufacturers' Association  
 S.A. Pump Manufacturers' Association  
 S.A. Reinforced Concrete Engineers' Association  
 S.A. Tube Makers' Association  
 S.A. Valve Manufacturers' Association  
 S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

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

## PART I

### 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
- throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;
  - by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—
- installation, repair and servicing of radios and domestic electrical appliances and the manufacture of radios;
  - the manufacture for sale of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods, specifically adapted and/or designed for production by repetitive processes in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
  - the manufacture of aluminium sheet and/or foil and inter-related operations;
  - the installation and/or repair and/or maintenance of electrical lifts and escalators;
  - the production of iron and/or steel and/or ferro-alloys;
  - the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope and the Orange Free State;
  - the manufacture of tungsten carbide (hard metal);
  - assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
  - the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
  - the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;

- (k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgieting en/of drukvormgieting en/of warmers en/of masjinerie;
- (l) die onderneming van die firma Union Steel Corporation of South Africa (Pty) Limited in die landdrosdistrik Vereeniging, Transvaal;
- (m) die Slotmakerybedryf in die landdrosdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
- (n) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur herhalingsprosesse in die landdrosdistrikte Brits, Germiston, Kempton Park en Pretoria;
- (o) die onderneming van Alusaf (Pty) Ltd in die landdrosdistrik Lower Umfolozi;
- (p) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte nie swaarder as 2 108 mm nie van—
- (aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;
  - (ab) deksels vir bottels, flesse en ander houers;
  - (ac) gewone of gelitografeerde metaalspeelgoed;
  - (ad) gewone of gelitografeerde vertoontablette;
- (ii) die vervaardiging van gewone of gelitografeerde, vaste en/of voubare buise uit nie-ysterhoudende metaalklompe. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.
- Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word;
- (q) die vervaardiging uit tinplaat van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

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

- (a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en
- (b) kwekelinge wat opgelei word kragtens klousule 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

(4) Ondanks die beperkings van die Ooreenkoms tot die werksaamhede daarin gelys, is die klousules rakende verlofbesoldiging, addisionele verlofbesoldiging en verlofbonus van Deel I van die Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms voorgeskryf word vir Loon D-werknemers of wat besoldig word teen minstens R702 per maand, uitgesonderd betaling vir oortydwerk.

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

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasgestel word en bly van krag tot 30 Junie 1986 of vir dié tydperk wat die Minister bepaal.

## 3. SPESIALE BEPALINGS

Klousules 8 (3) (e), 8bis, 23 en 28 van Deel I van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1329 van 27 Junie 1980, soos herbekragtigt en gewysig by Goewermenskennisgewings R. 295 van 20 Februarie 1981, R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 922 van 11 Mei 1984, R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984, R. 228 van 8 Februarie 1985 en R. 1577 van 19 Julie 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Klousules 3 (soos gewysig by klousule 5 hieronder), 4 tot 8 (3) (d), 8 (3) (f) tot 8 (4), 9 tot 22, 24 tot 27 en 29 tot 36 van Deel I, en Deel II (soos gewysig by klousule 6 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

(k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;

(l) the undertaking of Union Steel Corporation of South African (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal;

(m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;

(n) the production for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

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

(p) (i) the manufacture by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any persons for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

(ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.

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

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

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

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of the section relating to leave pay, additional leave pay and leave bonus of Part I of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for Rate D employees or paid at a rate of not less than R702 per month, excluding payment for overtime.

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

## 2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 June 1986 or for such period as the Minister may determine.

## 3. SPECIAL PROVISIONS

The provisions contained in sections 8 (3) (e), 8bis, 23 and 28 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, as re-enacted and amended by Government Notices R. 295 of 20 February 1981, R. 880 of 1 May 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 June 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983, R. 922 of 11 May 1984, R. 1329 of 29 June 1984, R. 2092 of 21 September 1984, R. 228 of 8 February 1985 and R. 1577 of 19 July 1985 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by section 5 hereunder), 4 to 8 (3) (d), 8 (3) (f) to 8 (4), 9 to 22, 24 to 27 and 29 to 36 of Part I, and Part II (as amended by section 6 hereunder) of the Former Agreement shall apply to employers and employees.



**5. KLOUSULE 3.—WOORDOMSKRYWING**

Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigen van of al die volgende:

- Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integreerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellawerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellawerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders.

**DEEL II****BYLAE G****6. SEKSIE (a).—ALGEMEEN**

(1) In die omskrywing "Elektrotegniese Ingenieursnywerheid", vervang paragraaf (b) deur die volgende:

"(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo bedoel in die provinsies Transvaal en Natal (uitgesonderd die gedeelte van die gebied wat in die grondgebied van die selfregerende KwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie."

(2) Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Elektrotegniese Aannemingsnywerheid soos in klousule 3 van hierdie Ooreenkoms omskryf."

**7. SEKSIE (b).—ELEKTROTEGNISE INGENIEURSE (INSTALLERING/ONDERHOUD/HERSTELWERK IN DIE PROVINSIE TRANSSVAAL)**

Vervang die opskrif en aanhef van Seksie (b) deur die volgende:

"Seksie (b).—Elektrotegniese Ingenieurswe (installering/onderhoud/herstelwerk in die provinsies Transvaal en Natal).

Van toepassing op die installering en/of onderhoud en/of herstel van elektriese uitrusting (n.e.v.), naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van rels, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), bevrings- en verkoelingsuitrusting, transformators en ooduitrusting in die provinsies Transvaal en Natal (uitgesonderd die gedeelte van die gebied wat in die grondgebied van die selfregerende KwaZulu val)."

Namens die partye op hede die 18de dag van Desember 1985 te Johannesburg onderteken.

**B. NICHOLSON,**  
Ondervoorsitter.

**D. L. VAN COLLER,**  
Lid.

**A. O. DE JAGER,**  
Hoofsekretaris.

No. R. 998

23 Mei 1986

**WET OP ARBEIDSVERHOUDINGE, 1956**

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

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

- 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

**5. SECTION 3.—DEFINITIONS**

Substitute the following for the definition "Electrical Contracting Industry":

"'Electrical Contracting Industry' means the Industry in which employers and employees are associated for any or all of the following:

- The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere."

**PART II****SCHEDULE G****6. SECTION (a).—GENERAL**

(1) In the definition "Electrical Engineering Industry", substitute the following for paragraph (b):

"(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry."

(2) Substitute the following for the definition "Electrical Contracting Industry":

"'Electrical Contracting Industry' means the Electrical Contracting Industry as defined in section 3 of this Agreement."

**7. SECTION (b).—ELECTRICAL ENGINEERING (INSTALLATION/MAINTENANCE/REPAIR IN THE PROVINCE OF THE TRANSSVAAL)**

Substitute the following for the heading and preamble to section (b):

"Section (b).—Electrical engineering (installation/maintenance/repair in the Provinces of the Transvaal and Natal).—

Applicable to the installation and/or maintenance and/or repair of electrical equipment (n.e.s.), namely, generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), refrigeration and cooling equipment, transformers and furnace equipment in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu)."

Signed at Johannesburg for and on behalf of the parties, this 18th day of December 1985.

**B. NICHOLSON,**  
Vice-Chairman.

**D. L. VAN COLLER,**  
Member.

**A. O. DE JAGER,**  
General Secretary.

No. R. 998

23 May 1986

**LABOUR RELATIONS ACT, 1956**

**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF SICK PAY FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower hereby—

- 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

het op die Onderneming, Nywerheid, Bedryf en 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 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1990 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

#### BYLAE

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

##### SIEKTEBYSTANDSFONDSOOREENKOMS

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

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

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 1990, 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) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

#### SCHEDULE

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

##### SICK PAY FUND AGREEMENT

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

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



**S.A. Wire and Wire Rope Manufacturers' Association**

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Electrical and Allied Trades Union of South Africa

Engineering Industrial Workers' Union of South Africa

Iron Moulders' Society of South Africa

Mynwerkersunie

Radio, Television, Electronics and Allied Workers' Union

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

S.A. Electrical Workers' Association

S.A. Engine Drivers', Firemen's and Operators' Association

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

**DEEL I****1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet nagekom word—

(a) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie op die volgende persone van toepassing nie:

(a) Werknemers in diens by werkgewers in subklousule (1) bedoel wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by die Ooreenkoms is in aanmerking kom vir lidmaatskap van so 'n vakvereniging, nie lede van so 'n vakvereniging is nie; en

(b) werknemers, uitgesonderd dié in diens by die werkgewers in subklousule (1) bedoel.

**2. GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 November 1990 of vir dié tydperk wat die Minister bepaal.

**3. SPESIALE BEPALINGS**

Klousule 9 van Deel I en Deel II van die Ooreenkoms gepubliseer by Goewermentskennigswing R. 2032 van 9 Oktober 1980, soos gewysig, verleng en herbekragtig by Goewermentskennigswings R. 881 van 1 Mei 1981, R. 1205 van 25 Junie 1982, R. 1378 van 1 Julie 1983, R. 1882 van 31 Augustus 1984, R. 223 van 8 Februarie 1985, R. 2051 van 13 September 1985 en R. 2365 van 18 Oktober 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

**4. ALGEMENE BEPALINGS**

Klousules 3 (soos gewysig by klousule 5 hieronder), 4 tot 8 en 10 tot 16 van Deel I en Deel II van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

**5. KLOUSULE 3.—WOORDOMSKRYWING**

(1) In die omskrywing "Elektrotegniese Ingenieursnywerheid" vervang paragraaf (b) deur die volgende:

"(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo bedoel, in die provinsies Transvaal en Natal (uitgesonderd enige gedeelte van die gebied wat in die grondgebied van selfregerende kwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie."

(2) Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir engeen van of al die volgende:

(a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integreerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellasterwerk en kabellêwerk en die aanle van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;

**S.A. Wire and Wire Rope Manufacturers' Association**

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Electrical and Allied Trades Union of South Africa

Engineering Industrial Workers' Union of South Africa

Iron Moulders' Society of South Africa

Mineworkers' Union

Radio, Television, Electronics and Allied Workers' Union

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

S.A. Electrical Workers' Association

S.A. Engine Drivers', Firemen's and Operators' Association

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

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

(1) The terms of this Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

(2) The terms of this Agreement shall not apply to—

(a) employees employed by the employers referred to in subsection (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this Agreement to become members of such a trade union, are not members of such a trade union; and

(b) employees other than those employed by employers referred to in subsection (1).

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 November 1990 or for such period as may be determined by the Minister.

**3. SPECIAL PROVISIONS**

The provisions contained in section 9 of Part I and in Part II of the Agreement published under Government Notice R. 2032 of 9 October 1980, as amended, extended and re-enacted by Government Notices R. 881 of 1 May 1981, R. 1205 of 25 June 1982, R. 1378 of 1 July 1983, R. 1882 of 31 August 1984, R. 223 of 8 February 1985, R. 2051 of 13 September 1985 and R. 2365 of 18 October 1985 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

**4. GENERAL PROVISIONS**

The provisions contained in sections 3 (as amended by section 5 hereunder), 4 to 8 and 10 to 16 of Part I and Part II of the Former Agreement shall apply to employers and employees.

**5. SECTION 3.—DEFINITIONS**

(1) In the definition "Electrical Engineering Industry", substitute the following for paragraph (b):

"(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of kwaZulu), but does not include the Electrical Contracting Industry."

(2) Substitute the following for the definition "Electrical Contracting Industry":

"Electrical Contracting Industry" means the Industry in which employers and employees are associated for any or all of the following:

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;



- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word met inbegrip van alle bedrading, kabellaswerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellaswerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders."

Namens die partye op hede die 18de dag van Desember 1985 te Johannesburg onderteken.

**B. NICHOLSON,**  
Ondervoorsitter.

**D. L. VAN COLLER,**  
Lid.

**A. O. DE JAGER,**  
Hoofsekretaris.

- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere."

Signed at Johannesburg for and on behalf of the parties this 18th day of December 1985.

**B. NICHOLSON,**  
Vice-Chairman.

**D. L. VAN COLLER,**  
Member.

**A. O. DE JAGER,**  
General Secretary.

**No. R. 999**

**23 Mei 1986**

#### WET OP ARBEIDSVERHOUDINGE, 1956

**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAAGTING VAN GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS**

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

- (a) kragtens atikel 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 publikasie van hierdie kennisgewing en vir die tydperk wat of 4 Mei 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 4 Mei 1990 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

#### BYLAE

**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID**

#### GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS

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

**Association of Electrical Cable Manufacturers of South Africa**  
**Automotive Parts Production Engineers' Association**  
**Border Engineering Industries Association**  
**Cape Engineers' and Founders' Association**

**No. R. 999**

**23 May 1986**

#### LABOUR RELATIONS ACT, 1956

**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF GROUP LIFE AND PROVIDENT FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement 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 4 May 1990, 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) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 4 May 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

#### SCHEDULE

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

#### GROUP LIFE AND PROVIDENT FUND AGREEMENT

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

**Association of Electrical Cable Manufacturers of South Africa**  
**Automotive Parts Production Engineers' Association**  
**Border Engineering Industries Association**  
**Cape Engineers' and Founders' Association**

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

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

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

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

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

### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit nagekom word (a) oral in die Republiek van Suid Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n werknemer wat op 29 Julie 1957 'n deelnemer in of lid was of daarna geword het van 'n fonds wat voorsiening maak vir voorsorg- en/of pensioenbystand, wat of genoemde datum bestaan het en waarin die werkgever van daardie werknemer op genoemde datum deelgeneem het, of op die werkgever van daardie werknemer gedurende slegs dié tydperk wat sodanige fonds in werking bly en beide die werkgever en die werknemer daarin deelneem: Met dien verstande dat 'n fonds wat uitsluitlik vir die betaling van bystand by afsterwe voorsiening maak vir die toepassing van hierdie Ooreenkoms nie geag word 'n pensioen- of voorsorgfonds te wees nie.

Constructional Engineering Association  
 Covered Conductor Manufacturers' Association  
 Domestic Appliance Manufacturers' Association of South Africa  
 Edge Hand and Small Tool Manufacturers' Association  
 Electrical Engineering and Allied Industries Association  
 Electronics and Telecommunications Industries Association  
 Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Fire Protection Industries Association of South Africa  
 Forging Association of Southern Africa  
 Gate and Fence Manufacturers' Association of the Transvaal  
 Heavy Engineering Manufacturers' Association  
 Iron and Steel Producers' Association of South Africa  
 Lift Engineering Association of South Africa  
 Light Engineering Industries Association of South Africa  
 Materials Handling Association  
 Natal Engineering Industries Association  
 Non-Ferrous Metal Industries Association of South Africa  
 Plastics Manufacturers' Association of South Africa  
 Port Elizabeth Engineers' Association  
 Precision Manufacturing Engineers' Association  
 Pressure Vessel Manufacturers' Association of South Africa  
 Radio, Appliance and Television Association of South Africa  
 Sheetmetal Industries Association of South Africa  
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association

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

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

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

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

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

### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed—

- throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;
- by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

(2) The terms of this Agreement shall not apply to any employee who on 29 July 1957 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment on death of benefits shall not be deemed to be a pension or provident fund for the purposes of this Agreement.



Ondanks subklousule (2), is hierdie Ooreenkoms op werkgewers en werknemers van toepassing ten opsigte van 'n werknemer wat nie of nie meer deur 'n fonds soos dié in genoemde subklousule bedoel, gedek word nie.

## 2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 4 Mei 1990 of die tydperk wat die Minister bepaal.

## 3. SPESIALE BEPALINGS

Klousule 7 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1028 van 23 Mei 1980, soos gewysig, herbekragtig en verleng by Goewermmentskennisgewings R. 1333 van 27 Junie 1980; R. 882 van 1 Mei 1981, R. 1206 van 25 Junie 1982, R. 1382 van 1 Julie 1983, R. 1883 van 31 Augustus 1984, R. 224 van 8 Februarie 1985, R. 929 van 26 April 1985 en R. 2052 van 13 September 1985 (hierna die "Vorige Ooreenkoms") genoem is van toepassing op werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Klousule 3 (soos gewysig by klousule 5 hieronder), 4 (soos gewysig by klousule 6 hieronder), 5 (soos gewysig by klousule 7 hieronder), 6, 8 en 9 van die Vorige Ooreenkoms en klousule 8 van hierdie Ooreenkoms en die Bylae daarvan is van toepassing op werkgewers en werknemers.

## 5. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "werknemer" deur die volgende:

"'werknemer' 'n werknemer—

- wat enigeen van die klasse werk verrig wat ingedeel is in die Hoof-ooreenkoms teen 'n uurloon wat minstens gelyk is aan die wat van wat werk tyd tot tyd vir Loon DDD-werk voorgeskryf word; of
- wat werk verrig wat in enige ooreenkoms wat in die Nywerhede van krag is, ingedeel is teen 'n uurloon wat minstens gelyk is aan die wat van tyd tot tyd in die Hoof-ooreenkoms vir Loon DDD-werk voorgeskryf word; of
- wat operatiewe prosesse verrig en 'n loon ontvang wat minstens gelyk is aan die uurloon wat van tyd tot tyd in die Hoof-ooreenkoms vir Loon D-werk voorgeskryf word ongeag of hy weekliks of maandeliks besoldig word; of
- wat as 'n vakleerling in diens is, ongeag sy loonskaal."

(2) In die omskrywing "Elektrotegniese Ingenieursnywerheid", vervang paragraaf (b) deur die volgende:

"(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo bedoel, in die provinsies Transvaal en Natal (uitgesonderd die gedeelte van die gebied wat in die grondgebied van die selfregerende KwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie."

(3) Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

- Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrustings wat 'n integrerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellasterwerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellasterwerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellasterwerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders."

(4) Voeg die volgende omskrywing in na die omskrywing "Hyser- en Roltrapnywerheid":

"'Hoof-ooreenkoms' die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1329 van 27 Junie 1980 of enige latere ooreenkoms, en omvat dit alle wysigings, herbekragtighings of verlengings daarvan."

(3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that subsection.

## 2. PERIOD OF OPERATION

The terms of 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 until 4 May 1990 or for such period as may be determined by the Minister.

## 3. SPECIAL PROVISIONS

The provisions contained in section 7 of the Agreement published under Government Notice R. 1028 of 23 May 1980, as amended, re-enacted and extended by Government Notices R. 1333 of 27 June 1980, R. 882 of 1 May 1981, R. 1206 of 25 June 1982, R. 1382 of 1 July 1983, R. 1883 of 31 August 1984, R. 224 of 8 February 1985, R. 929 of 26 April 1985 and R. 2052 of 13 September 1985 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by section 5 hereunder), 4 (as amended by section 6 hereunder), 5 (as amended by section 7 hereunder), 6, 8 and 9 of the Former Agreement and the provisions contained in section 8 of this Agreement and the Annexure thereto, shall apply to employers and employees.

## 5. SECTION 3.—DEFINITIONS

(1) Substitute the following for the definition "employee":

"'employee' means an employee employed—

- on any of the classes of work scheduled in the Main Agreement at an hourly wage of not less than the rate prescribed from time to time for Rate DDD class of work; or
- on work scheduled in any agreement operative in the Industries at an hourly wage of not less than the rate prescribed from time to time in the Main Agreement for Rate DDD class of work; or
- in an operative process and in receipt of a wage equivalent to not less than the hourly rate prescribed from time to time in the Main Agreement for Rate D class of work, whether paid weekly or monthly; or
- as an apprentice, irrespective of his wage rate."

(2) In the definition "Electrical Engineering Industry", substitute the following for paragraph (b):

"(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry."

(3) Substitute the following for the definition "Electrical Contracting Industry":

"'Electrical Contracting Industry' means the Industry in which employers and employees are associated for any or all of the following:

- The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere."

(4) Insert the following definition after the definition "Lift and Escalator Industry":

"'Main Agreement' means the Agreement published under Government Notice R. 1329 of 27 June 1980 or any succeeding agreement and includes any amendment, re-enactment or extension thereof."



(5) Vervang die omskrywing "pensioengewende besoldiging" deur die volgende:

"pensioengewende besoldiging" die werklike loon wat elke week deur die werkgever aan die werknemer betaalbaar is ten opsigte van die gewone ure wat sodanige werknemer gedurende sodanige week in die skofte van die betrokke bedryfsinrigting gewerk het, met inbegrip van geld betaalbaar ingevolge enige ooreenkoms of kragtens enige wet, maar uitgesonderd bedrae betaal ten opsigte van oortydwerk, skof- en ander toelaes en vakansieverlofbonusse. Vir die toepassing van hierdie omskrywing beteken 'skof' daardie werktydperk wat gewoonlik deur 'n werknemer in 'n tydperk van 24 uur gewerk word."

#### 6. KLOUSULE 4.—LIDMAATSKAP

Vervang "5 (3)" deur "5 (2) (b)".

#### 7. KLOUSULE 5.—BYDRAES

Vervang klousule 5 deur die volgende:

##### "5. BYDRAES

(1) Bydraes, soos hierna bepaal, moet vanaf die datum van inwerking-treding van hierdie Ooreenkoms deur werkgevers en werknemers gemaak word.

(2) (a) Die werkgever moet elke week van die verdienste van elke werknemer 'n bedrag aftrek gelykstaande met ses persent van sodanige werknemer se pensioengewende besoldiging.

(b) Bydraes, bereken ooreenkomstig subklousule (2) (a) kan na goeddunke van die werkgever en op skriftelike versoek van die werknemers van die verdienste van ongelyste werknemers afgetrek word: Met dien verstande dat sodanige werknemers in ontvangs is van 'n loon, uitgesonderd oortydbesoldiging van minstens die ekwivalent van die uurloon wat van tyd tot tyd in die Hoof-ooreenkoms vir Loon DDD-werk voorgeskryf word.

(c) Die werkgever moet 'n bedrag bydra wat gelykstaande is met die bedrag wat ooreenkomstig subklousule (2) (a) en (b) van werknemers se lone afgetrek word.

(d) Die werkgever moet daarbenewens 'n bedrag bydra gelyk aan 'n halwe persent van die pensioengewende besoldiging van die werknemers van wie bydraes ooreenkomstig subklousule (2) (a) en (b) afgetrek word.

(3) Die werkgever moet die totale bedrag wat elke maand ooreenkomstig subklousule (2) betaalbaar is, tesame met 'n staat in dié vorm wat van tyd tot tyd voorgeskryf word aan die Raad stuur.

Indien die werkgever versuim om die werknemers se bydraes af te trek soos van hom vereis word, onthef dit hom ondanks hierdie klousule nie van die verpligting om die totale bedrag van die werknemers se bydraes en sy eie bydraes aan die Raad te stuur nie.

(4) Die totale bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, soos volg aan die Raad gestuur word:

Elke werkgever in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurancegebou, Heerengracht, Strandgebied, Kaapstad, 8001;

elke werkgever in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Camel-huis, Gladstonestraat 7-9, Oos-Londen, 5201;

elke werkgever in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntongebou, Gardinerstraat 85, Durban, 4001;

elke werkgever in Streek D, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;

elke werkgever in Streek E, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of Amaleng, De Villiersstraat 8, Johannesburg, 2001;

elke werkgever in Streek F, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom 9460, of Suite 1, Eerste Verdieping, Constantiagebou, Bokstraat 22, Welkom, 9460.

(5) Geen aftrekkings moet gemaak of bydraes betaal word vir tydperke van afwesigheid met verlof sonder besoldiging en afwesigheid weens siekte, besering op diens en tydens militêre diens waar geen betaling ingevolge 'n ooreenkoms of kragtens 'n wet deur die werkgever aan die werknemer verskuldig is nie.

(6) Alle bydraes wat deur die Raad ontvang word, moet aan die Fonds betaal word.

(5) Substitute the following for the definition "pensionable remuneration":

"'pensionable remuneration' means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including moneys payable in terms of any agreement or under any law, but excluding amounts paid in respect of overtime, shift and other allowances and holiday leave bonuses. For the purposes of this definition, 'shift' means that period of work ordinarily worked by an employee in any period of 24 hours."

#### 6. SECTION 4.—MEMBERSHIP

Substitute "5 (2) (b)" for "5 (3)".

#### 7. SECTION 5.—CONTRIBUTIONS

Substitute the following for section 5:

##### "5. CONTRIBUTIONS

(1) Contributions, as hereinafter provided for, shall be made by employees and employers as from the date of coming into operation of this Agreement.

(2) (a) The employer shall each week deduct from the earnings of each of his employees an amount equal to six per cent of the pensionable remuneration of such employees.

(b) Contributions calculated in accordance with the provisions of subsection (2) (a) may, at the discretion of the employer, be deducted from the earnings of unscheduled employees at their written request: Provided that such employees are receiving a wage, excluding overtime, of not less than the equivalent of the hourly rate specified from time to time in the Main Agreement for Rate DDD class of work.

(c) The employer shall contribute an equal amount to the deductions made from employees' wages in terms of subsection (2) (a) and (b).

(d) The employer shall, in addition, contribute a further amount of one half per cent of the pensionable remuneration of employees from whom deductions are made in terms of subsection (2) (a) and (b).

(3) The employer shall forward the total amount payable each month in terms of subsection (2) to the Council, together with a statement in such form as may from time to time be prescribed.

Notwithstanding the provisions of this section, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(4) The total amount payable each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following, as follows:

Every employer in Region A, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8102, or Pearl Assurance House, Room 507, Heerengracht, Foreshore, Cape Town, 8001;

every employer in Region B, to Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

every employer in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Eighth Floor, Poynton House, 85 Gardiner Street, Durban, 4001;

every employer in Region D, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;

every employer in Region E, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or Amaleng, 8 De Villiers Street, Johannesburg, 2001;

every employer in Region F, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460.

(5) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences due to sickness, injury on duty and on military service where no payment is due to the employee by the employer in terms of an agreement or under any law.

(6) All contributions received by the Council shall be paid to the Fund.

(7) (a) Indien 'n bedrag wat ingevolge hierdie klousule betaalbaar word nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is ten volle deur die Raad ontvang word nie, moet die werkgewer rente ooreenkomstig die volgende bepalinge betaal:

- (i) Die rente betaalbaar op op die balans van die bedrag wat van tyd tot tyd uitstaande bly vanaf die 15de dag tot dat die totale bedrag deur die Raad ontvang word;
  - (ii) die rente loop op teen dieselfde effektiese rentekoers as die toepaslike maksimum jaarlikse finansieringsrentekoers toelaatbaar gedurende dieselfde tydperk vir krediettransaksies ingevolge artikel 2 (2) van die Wet asof die werkgewer se skuld as vir die uitstaande bedrag vir die toepassing van die Wet as 'n "krediettransaksie" beskou word;
  - (iii) die Raad kan na goeë dunkske betaling deur die werkgewer van rente wat ingevolge hierdie subklousule ooploop, kwytsteld;
  - (iv) benewens artikel 2 (2) van die Wet is alle ander relevante bepalinge van die Wet *mutatis mutandis* van toepassing vir die doel om die rente te bereken wat deur die werkgewer ingevolge hierdie subklousule betaalbaar is.
- (b) Vir die toepassing van hierdie subklousule beteken "die Wet" die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, soos gewysig."

8. (1) Voeg die volgende nuwe klousule in na klousule 9:

#### "10. DIENSBEËINDIGING VAN LEDE

By beëindiging van 'n lid se diens moet die werkgewer die gegewens invul op die vorm, soos voorgeskryf in die Bylae van hierdie Ooreenkoms, en aan die lid oorhandig.

Eksemplare van die voorgeskryfde vorm is verkrygbaar by die Streek-raad.

Die werkgewer moet 'n permanente register van die permanente woon-adres van die lid byhou."

(2) Voeg die volgende in as 'n Bylae van hierdie Ooreenkoms:

#### "BYLAE

#### GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS VAN DIE METAALNYWERHEDE

(Vorm moet deur die werkgewer ingevul en by diensbeëindiging aan lede van die Groepslewe- en Voorsorgfonds van die Metaalnywerhede oorhandig word).

##### Voordeelregte van lede

1. 'n Pensioen by die aftrede op die ouderdom van 65 jaar of ouer of by vroeë aftrede vanaf die ouderdom van 55 tot en met 65 jaar. 'n Lid wie se diens in die Nywerhede beëindig is voor bereiking van die ouderdom 55 jaar kan aftredebystand eis indien hy verkies om vanaf die ouderdom van 55 jaar of ouer af te tree.

2. 'n Pensioen by aftrede as gevolg van permanente ongeskiktheid/onvermoë te eniger tyd voor bereiking van die ouderdom van 65 jaar.

3. *Sterftevoordele*.—'n Ronde bedrag van twee jaar se salaris by—

- (i) afsterwe in diens van 'n bydraende lid voor die ouderdom van 65 jaar;
- (ii) afsterwe voor die ouderdom van 65 jaar waar afsterwe plaasvind binne ses weke na diensbeëindiging, indien 'n oud-lid werkloos was vir sodanige tydperk en lid was van die Fonds vir 'n ononderbroke tydperk van minstens twee jaar voor sodanige werkloosheid;
- (iii) afsterwe voor bereiking van die ouderdom van 65 jaar waar afsterwe plaasvind binne ses maande na diensbeëindiging as gevolg van sieke of 'n werksongeluk en die oud-lid werkloos was as gevolg van sodanige siekte of werksongeluk tot en met die datum van afsterwe.

*Opmerking*.—Die rondebedragsterftevoordeel word verminder indien die lid of oud-lid 'n bydraer tot die Fonds geword het eers na die ouderdom van 55 jaar. Voordele word dan gebaseer op die tydperk van lidmaatskap.

4. 'n Gadepensioen by afsterwe van 'n lid in diens.

5. 'n Gadepensioen by afsterwe van 'n pensioenaris.

6. 'n Lid wat die Nywerhede verlaat alvorens 10 jaar ononderbroke diens voltooi is, kan 12 maande na diensbeëindiging 'n terugbetaling van sy eie bydraes verkies: Met dien verstande dat die lid nie gedurende sodanige tydperk weer diens in die Nywerhede aanvaar het nie.

*Opmerking*.—*Afbetaling/Oortolligheid*.—Bogenoemde tydperk van 12 maande kan in gevalle van betaling/oortolligheid na goeë dunkske van die Bestuursraad aan die Fonds verminder word indien die Raad meen dat die ekonomiese of werkloosheidstoestand sodanig is dat dit ontbering veroorsaak.

(7) (a) If any amount which falls due in terms of this section is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from that 15th day until the full amount is received by the Council;
- (ii) the interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate permitted during the same period for credit transactions in terms of section 2 (2) of the Act as if the employer's debt for the amount outstanding were a "credit transaction" for the purposes of the Act;
- (iii) the Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this subsection;
- (iv) in addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act which are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall apply *mutatis mutandis* for these purposes.

(b) For the purposes of this subsection, 'the Act' means the Limitation and Disclosure of Finance Charges Act, 1978, as amended."

8. (1) Insert the following new section after section 9:

#### "10. TERMINATION OF EMPLOYMENT OF MEMBERS

On termination of employment of a member, his employer shall complete the details on a form as prescribed in the Annexure to this Agreement and hand it to the member.

Supplies of the prescribed forms are available from the Regional Councils.

The employer shall be required to maintain a permanent record of the permanent home address of the member."

(2) Insert the following as an Annexure to this Agreement:

#### "ANNEXURE

#### METAL INDUSTRIES GROUP LIFE AND PROVIDENT FUND

(Form to be completed by employer and handed to members of the Metal Industries Group Life and Provident Fund on termination of employment.)

##### Member's Rights to Benefits

1. A pension on retirement at age 65 or later, or on early retirement from age 55 up to age 65.

A member who has ceased employment in the Industries prior to age 55 may claim a retirement benefit on electing to retire from age 55 onwards.

2. A pension on retirement due to permanent disability/incapacity at any time before age 65.

3. *Death benefits*.—A lump sum of two years' salary on—

- (i) death in service of a contributing member before age 65;
- (ii) death before age 65 where death occurs within six weeks of ceasing employment, if ex-member was unemployed for such period and had been a member of the fund for a consecutive period of not less than two years prior to such unemployment;
- (iii) death before age 65 where death occurs within six months of ceasing employment due to sickness or a works accident and ex-member was unemployed due to such sickness or works accident until date of death.

*Note*.—The lump sum death benefit is reduced if the member or ex-member first joined the Fund after age 55. The benefit is then based on period of membership.

4. A spouse's pension on death of a member in service.

5. A spouse's pension on death of a pensioner.

6. A member who leaves the Industries before completing 10 years' continuous service may elect a refund of own contributions 12 months after ceasing service in the Industry, provided the member has not returned to employment in the Industry within that period.

*Note*.—*Retrenchment/Redundancies*.—The above period of 12 months may be reduced in cases of retrenchment or redundancies at the discretion of the Board of Management of the Fund where the Board considers the economic or unemployment situation to be such as to cause hardship.



**Moet deur werkgewer ingevul word**

- (i) Naam van werknemer (Familienaam eerste) .....
- (ii) Identiteits Verwysingsnommer ..... Werksnommer .....
- (iii) Dien tydperk (vanaf) ..... (tot) .....
- (iv) Rede vir diensbeëindiging
- |              |  |
|--------------|--|
| Afbetaling   |  |
| Oortoligheid |  |
| Bedanking    |  |
| Ander        |  |
- (v) In gevalle van afbetaling, vermeld naam van Streekraad en datum waarop kennisgewing van afbetaling ingevolge klousule 35 van die Hoofdooreenkoms aan Streekraad gegee is:  
Streekraad: .....  
Datum: .....
- (vi) Die toepasslike vorm vir die eis van bystand is aan die werknemer oorhandig.

Datum: .....

*Vir en namens werkgewer*

**Opmerkings.**—(i) Eisvorms vir die verskillende voordele is bekombaar vanaf Streekrade of die kantore van die Groepslewe- en Voorsorgfonds van die Metaalnywerhede.

(ii) Daar moet verseker word dat sy lidmaatskapkaart en brosjures of inligting in verband met die Fonds aan die lid oorhandig is.

(iii) Die werkgewer moet 'n permanente register van die permanente adres (d.w.s. woonadres) van elke werknemer byhou.

Namens die partye op hede die 18de dag van Desember 1985 te Johannesburg onderteken.

**B. NICHOLSON,**  
Ondervoorsitter.

**D. L. VAN COLLER,**  
Lid.

**A. O. DE JAGER,**  
Hoofsekretaris.

No. R. 1000

23 Mei 1986

**WET OP ARBEIDSVERHOUDINGE, 1956****YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAFTIGING VAN GROEPSPENSIOENFONDSOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking 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 Desember 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

**To be completed by employer**

- (i) Name of employee (surname first) .....
- (ii) Identity/Ref. No. .... Works No. ....
- (iii) Period of service (from) ..... (to) .....
- (iv) Reason for termination of employment
- |              |  |
|--------------|--|
| Retrenchment |  |
| Redundancy   |  |
| Resignation  |  |
| Other        |  |
- (v) In cases of retrenchment, state name of Regional Council and date on which notification of retrenchment was given under section 35 of Main Agreement:  
Regional Council: .....  
Date: .....
- (vi) The appropriate form for benefits has been handed to the employee.

Date: .....

*For and on behalf of the employer*

**Notes.**—(i) Claim forms for the various benefits are available from Regional councils or from the offices of the Metal Industries Group Life and Provident Fund.

(ii) It should be ensured that the employee has been handed his Membership Card of the Fund and any brochures or other information relating to the Fund.

(iii) The employer is required to maintain a permanent record of the permanent address (i.e. home address) of each employee."

Signed at Johannesburg, for and on behalf of the parties, this 18th day of December 1985.

**B. NICHOLSON,**  
Vice-Chairman.

**D. L. VAN COLLER,**  
Member.

**A. O. DE JAGER,**  
General Secretary.

No. R. 1000

23 May 1986

**LABOUR RELATIONS ACT, 1956****IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF GROUP PENSION FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement 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 December 1989, 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) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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



## BYLAE

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

## GROEPSPENSIENFONDSOOREENKOMST

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

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

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

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

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

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

## SCHEDULE

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

## GROUP PENSION FUND AGREEMENT

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

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

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

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

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

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

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing en moet dit nagekom word—

- (a) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en
  - (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs-, en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.
- (2) Hierdie Ooreenkoms is nie van toepassing nie op 'n werkgewer en sy werknemer wat beheer word deur of binne die toepassingsbestek val van die Groepslewe- en Voorsorgfondsooreenkoms vir die Metaalnywerheid, wat vir die huidige van krag is.

(3) Hierdie Ooreenkoms is, behoudens die skriftelike magtiging van die Raad, nie van toepassing nie op 'n werknemer wat op 7 Februarie 1966 of daarna 'n deelnemer was in of lid geword het van 'n pensioen-/voorsorgskema geregistreer kragtens die Wet op Pensioenfondse, 1956 (Wet 24 van 1956) (hierna die "huishoudelike skema" genoem), wat op genoemde datum bestaan het, of op die werkgewer van daardie werknemer, net gedurende die tydperk wat sodanige huishoudelike skema in werking bly en beide die werkgewer en die werknemer daarin deelneem;

Met dien verstande dat—

- (i) die werkgewer van die werknemer op 7 Februarie 1966 'n deelnemer in sodanige skema was;
- (ii) sodanige huishoudelike skema op 7 Februarie 1966 voorsiening gemaak het vir lidmaatskap van die werknemers van die klas wat binne die bestek van hierdie Ooreenkoms val;
- (iii) die Raad die voordele wat deur sodanige huishoudelike skema betaalbaar is, nie beskou as minder gunstig as die voordele onder die Groepspensioenfonds vir die Metaalnywerheid nie;
- (iv) met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, die bydraes wat aan sodanige huishoudelike skema deur die werknemer en deur die werkgewer betaalbaar is, in die geval van elkeen minstens ses persent van die pensioengegewende besoldiging van sodanige werknemer moet wees.

(4) Waar werkgewers en werknemers deelneem in huishoudelike skemas wat voorsorg- en of pensioenvoordele verskaf soos in subklousule (3) hierbo bedoel en hulle op die datum van inwerkingtreding van hierdie Ooreenkoms nie aan die vereistes van subklousule (3) (iv) hierbo voldoen nie, moet 'n tydperk van ses weke ter nakoming van genoemde subklousule toegestaan word, onderworpe daaraan dat wysigings tot op die datum van inwerkingtreding van hierdie Ooreenkoms terugwerkend is.

**2. GELDIGHEDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 31 Desember 1989 of vir 'n tydperk wat die Minister bepaal.

**3. SPESIALE BEPALINGS**

Klousule 7 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1316 van 23 Junie 1978, soos gewysig, verleng en herbekragtig by Goewermentskennisgewings R. 1464 van 29 Junie 1979, R. 1343 van 27 Junie 1980, R. 2471 van 11 November 1983, R. 226 van 8 Februarie 1985 en R. 2054 van 13 September 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

**4. ALGEMENE BEPALINGS**

Klousules 3 (soos gewysig by klousule 5 hieronder), 4, 5 (soos gewysig by klousule 6 hieronder), 6, 8 en 9 van die Vorige Ooreenkoms en die bepalings vervat in klousule 7 van hierdie Ooreenkoms en die aangehegte Bylae, is van toepassing op werkgewers en werknemers.

**5. KLOUSULE 3.—WOORDOMSKRYWING**

(1) In die omskrywing "Elektrotegniese Ingenieursnywerheid", vervang paragraaf (b) deur die volgende:

- "(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo bedoel, in die provinsies Transvaal en Natal (uitgesonderd enige gedeelte van die gebied wat in die grondgebied van die selfregerende kwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie."

(2) Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellawerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede, wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply and be observed—

- (a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisation and the trade unions respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Metal Industries Group Life and Provident Fund Agreement in force for the time being.

(3) The terms of this Agreement shall, subject to the written authority of the Council, not apply to any employee who was on 7 February 1966, or thereafter becomes, a participant in and member of any pension/provident scheme registered in terms of the Pension Funds Act, 1956 (Act 24 of 1956) (hereinafter referred to as "domestic scheme"), which was in existence on the said date, or to the employer of that employee during such period only as such domestic scheme continues to operate and both employer and employee are participants therein:

Provided that—

- (i) the employer of the employee was on 7 February 1966 a participant in such scheme;
- (ii) on 7 February 1966 such domestic scheme provided for membership of employees of the class falling within the scope of this Agreement;
- (iii) the benefit payable by such domestic scheme are regarded by the Council as being not less favourable than the benefits under the Metal Industries Group Pension Fund;
- (iv) with effect from the date of coming into operation of this Agreement the contributions payable to such domestic scheme by the employee and by the employer shall in each case be not less than six per cent of the pensionable remuneration of such employee.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not comply with subsection (3) (iv) above, a period of six weeks shall be allowed to enable compliance with the said subsection, subject to any amendments being retro-active to the date of coming into operation of this Agreement.

**2. PERIOD OF OPERATION OF AGREEMENT**

The terms of 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 until 31 December 1989 or for such period as may be determined by the Minister.

**3. SPECIAL PROVISIONS**

The provisions contained in section 7 of the Agreement published under Government Notice R. 1316 of 23 June 1978, as amended, extended and re-enacted by Government Notices R. 1464 of 29 June 1979, R. 1343 of 27 June 1980, R. 2471 of 11 November 1983, R. 226 of 8 February 1985 and R. 2054 of 13 September 1985 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

**4. GENERAL PROVISIONS**

The provisions contained in sections 3 (as amended by section 5 hereunder), 4, 5 (as amended by section 6 hereunder), 6, 8 and 9 of the Former Agreement and the provisions contained in section 7 of this Agreement and the Annexure thereto shall apply to employers and employees.

**5. SECTION 3.—DEFINITIONS**

(1) In the definition "Electrical Engineering Industry", substitute the following for paragraph (b):

- "(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of kwaZulu), but does not include the Electrical Contracting Industry."

(2) Substitute the following for the definition "Electrical Contracting Industry":

"'Electrical Contracting Industry' means the Industry in which employers and employees are associated for any or all of the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;



- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellawerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellawerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein of van die gebou of bouwerk of elders."

(3) Vervang die omskrywing "pensioengewende besoldiging" deur die volgende:

"'Pensioengewende besoldiging' die werklike loon wat elke week deur die werkgewer aan die werknemer betaalbaar is ten opsigte van die gewone ure wat sodanige werknemer gedurende sodanige week in die skofte van die betrokke bedryfsinrigting gewerk het, met inbegrip van geld wat ingevolge enige ooreenkoms of kragtens enige wet betaalbaar is, maar uitgesonderd bedrae betaal vir oortydwerk, skof- en ander toelaes en vakansieverlofbonusse. Vir die toepassing van hierdie omskrywing beteken 'skof' daardie werkdag wat gewoonlik deur 'n werknemer in 'n tydperk van 24 uur gewerk word.'"

## 6. KLOUSULE 5.—BYDRAES

Vervang klausule 5 deur die volgende:

### "5. BYDRAES

(1) Bydraes, soos hieronder voorgeskryf, moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms deur werkgewers en werknemers betaal word.

(2) (a) Die werkgewer moet elke week van die lone van elke werknemer 'n bedrag aftrek gelykstaande met ses persent van sodanige werknemer se pensioengewende besoldiging.

(b) Bydraes, bereken ooreenkomstig subklausule (2) (a) kan na goeddunke van die werkgewer op die skriftelike versoek van ander werknemers van hul lone afgetrek word: Met dien verstande dat sodanige werknemers nie in die Groepslewe- en Voorsorgfonds van die Metaalnywerhede deelneem nie.

(c) Die werkgewer moet 'n gelyke bedrag bydra tot die bedrag wat kragtens subklausule (2) (a) en (b) van die werknemers se lone afgetrek word.

(d) Die werkgewer moet daarbenewens 'n bedrag bydra gelyk aan 'n halfpersent van die pensioengewende besoldiging van die werknemers van wie bydraes ooreenkomstig subklausule (2) (a) en (b) afgetrek word.

(3) Geen aftrekkings moet gemaak of bydraes betaal word vir tydperke van afwesigheid met verlof sonder besoldiging en afwesigheid weens siekte, besering op diens en tydens militêre diens waar geen betaling ingevolge 'n ooreenkoms of kragtens 'n wet deur die werkgewer aan die werknemer verskuldig is nie.

(4) Die werkgewer moet die totale bedrag wat elke maand ooreenkomstig subklausule (2) betaalbaar is, tesame met 'n staat in die vorm wat van tyd tot tyd voorgeskryf word, aan die Raad stuur.

(5) Indien die werkgewer versuim om die werknemers se bydraes af te trek soos van hom vereis word, onthef dit hom ondanks hierdie klausule nie van die verpligting om die totale bedrag van die werknemers se bydraes en sy eie bydraes aan die Raad te stuur nie.

(6) Die totale bedrag wat elke maand ingevolge hierdie klausule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, soos volg aan die Raad gestuur word:

Elke werkgewer in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001.

Elke werkgewer in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201.

Elke werkgewer in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natalse Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntongebou, Gardinerstraat 85, Durban, 4001;

Elke werkgewer in Streek D, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001.

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere."

(3) Substitute the following for the definition "pensionable remuneration":

"'pensionable remuneration' means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including moneys payable in terms of any agreement or under any law, but excluding amounts paid in respect of overtime, shift and other allowances and holiday leave bonuses. For the purposes of this definition, 'shift' means that period of work ordinarily worked by an employee in any period of 24 hours."

## 6. SECTION 5.—CONTRIBUTIONS

Substitute the following for section 5:

### "5. CONTRIBUTIONS

(1) Contributions, as hereinafter provided for, shall be made by employees and employers as from the date of coming into operation of this Agreement.

(2) (a) The employer shall each week deduct from the earnings of his employees an amount equal to six per cent of the pensionable remuneration of such employees.

(b) Contributions calculated in accordance with the provisions of subsection (2) (a) may, at the discretion of the employer, be deducted from the earnings of any other employees at their written request: Provided that such employees are not participating in the Metal Industries Group Life and Provident Fund.

(c) The employer shall contribute an equal amount to the deductions made from employees in terms of subsections (2) (a) and (2) (b).

(d) The employer shall, in addition, contribute a further amount of one half per cent of the pensionable remuneration of employees from whom deductions are made in terms of subsections (2) (a) and (2) (b).

(3) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences due to sickness, injury on duty and on military service where no payment is due to the employee by the employer in terms of an agreement or under any law.

(4) The employer shall forward the total amount payable in each month in terms of subsection (2) to the Council, together with a statement in such form as may from time to time be prescribed.

(5) Notwithstanding the provisions of this section, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(6) The total amount payable each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following, as follows:

Every employer in Region A, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Pearl Assurance House, Room 507, Heerengracht, Foreshore, Cape Town, 8001.

Every employer in Region B, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

Every employer in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Eighth Floor, Poynton House, 85 Gardiner Street, Durban, 4001;

Every employer in Region D, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North end, Port Elizabeth, 6001.



Elke werkgever in Streek E, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of Amaleng, De Villiersstraat 8, Johannesburg, 2001.

Elke werkgever in Streek F, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiagebou, Bokstraat 22, Welkom, 9460.

(7) Alle bydraes wat deur die Raad ontvang word, moet aan die Fonds betaal word.

(8) (a) Indien 'n bedrag wat ingevolge hierdie klousule betaalbaar word nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is ten volle deur die Raad ontvang word nie, moet die werkgever rente ooreenkomstig die volgende bepalinge betaal:

- (i) Die rente betaalbaar loop op op die balans van die bedrag wat van tyd tot tyd uitstaande bly vanaf die 15de dag totdat die totale bedrag deur die Raad ontvang word;
- (ii) die rente loop op teen dieselfde effektiewe rentekoers as die toepasslike maksimum jaarlikse finansieringsrentekoers toelaatbaar gedurende dieselfde tydperk vir krediettransaksies ingevolge artikel 2 (2) van die Wet asof die werkgever se skuld las vir die uitstaande bedrag vir die toepassing van die Wet as 'n "krediettransaksie" beskou word;
- (iii) die Raad kan na goeddunke betaling deur die werkgever van rente wat ingevolge hierdie subklousule oploop, kwyt skeld;
- (iv) benewens artikel 2 (2) van die Wet is alle ander relevante bepalinge van die Wet *mutatis mutandis* van toepassing vir die doel om die rente te bereken wat deur die werkgever ingevolge hierdie subklousule betaalbaar is.

(b) Vir die toepassing van hierdie subklousule beteken "die Wet" die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, soos gewysig."

7. (1) Voeg die volgende nuwe klousule in na klousule 9:

#### "10. DIENSBEÏNDIGING VAN LEDE

By beëindiging van 'n lid se diens moet die werkgever die gegewens in vul op die vorm, soos voorgeskryf in die Bylae van hierdie Ooreenkoms, en aan die lid oorhandig.

Eksemplare van die voorgeskrewe vorm is verkrygbaar by die Streek-raad.

Die werkgever moet 'n permanente register van die permanente woon-adres van die lid byhou."

(b) Voeg die volgende in as 'n Bylae van hierdie Ooreenkoms:

#### "BYLAE

#### GROEPSPENSIENFONDSOOREENKOMS VAN DIE METAALNYWERHEDE

(Vorm moet deur die werkgever ingevul en by diensbeëindiging aan lede van die Groeps pensioenfonds van die Metaal nywerhede oorhandig word.

#### Voordele van lede

1. 'n Pensioen by aftrede op die ouderdom van 65 jaar of ouer, of by vroeë aftrede vanaf die ouderdom van 55 tot en met 65 jaar.

'n Lid wie se diens in die Nywerhede beëindig is voor die ouderdom van 55 jaar kan aftredebystand eis indien hy verkies om vanaf die ouderdom van 55 jaar of ouer af te tree.

2. 'n Pensioen by aftrede as gevolg van permanente ongeskiktheid/onvermoë te eniger tyd voor bereiking van die ouderdom van 65 jaar.

3. Sterftevoordele.—'n Ronde bedrag van twee jaar se salaris by—

- (i) afsterwe in diens van 'n bydraende lid voor die ouderdom van 65 jaar;
- (ii) afsterwe voor die ouderdom van 65 jaar waar afsterwe plaasvind binne ses weke na diensbeëindiging, indien 'n oud-lid werkloos was vir sodanige tydperk en lid was van die Fonds vir 'n ononderbroke tydperk van minstens twee jaar voor sodanige werkloosheid;
- (iii) afsterwe voor bereiking van die ouderdom van 65 jaar waar afsterwe plaasvind binne ses maande na diensbeëindiging as gevolg van siekte of 'n werkongeluk en die oud-lid werkloos was as gevolg van sodanige siekte of werkongeluk tot en met die datum van afsterwe.

**Opmerking.**—Die rondebedragsterftevoordeel word verminder indien die lid of oud-lid 'n bydraer tot die Fonds geword het eers na die ouderdom van 55 jaar. Voordele word dan gebaseer op tydperk van lidmaatskap.

4. 'n Gadepensioen by afsterwe van 'n lid in diens.

5. 'n Gadepensioen by afsterwe van 'n pensioenaris.

6. 'n Terugbetaling van eie bydraes ses maande na diensbeëindiging in die Nywerhede: Met dien verstande dat die lid nie gedurende die genoemde tydperk weer diens in die Nywerhede aanvaar het nie.

Every employer in Region E, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or Amaleng, 8 De Villiers Street, Johannesburg, 2001.

Every employer in Region F, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460.

(7) All contributions received by the Council shall be paid to the Fund.

(8) (a) If any amount which falls due in terms of this section is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from that 15th day until the full amount is received by the Council;
- (ii) the interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate permitted during the same period for credit transactions in terms of section 2 (2) of the Act as if the employer's debt for the amount outstanding were a "credit transaction" for the purposes of the Act;
- (iii) the Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms this subsection;
- (iv) in addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act which are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall apply *mutatis mutandis* for these purposes.

(b) For the purposes of this subsection, "Act" means the Limitation and Disclosure of Finance Charges Act, 1968, as amended."

7. (1) Insert the following new section after section 9:

#### "10. TERMINATION OF EMPLOYMENT OF MEMBERS.

On termination of employment of a member his employer shall complete the details on a form as prescribed in the Annexure to this Agreement and hand it to the member.

Supplies of the prescribed forms are available from the Regional Councils.

The employer shall be required to maintain a permanent record of the permanent home address of the member."

(2) Insert the following as an Annexure to this Agreement:

#### "ANNEXURE

#### METAL INDUSTRIES GROUP PENSION FUND AGREEMENT

(Form to be completed by employer and handed to members of the Metal Industries Group Pension Fund on termination of employment).

#### Member's rights to benefits

1. A pension on retirement at age 65 or later, or on early retirement from age 55 up to age 65.

A member who has ceased employment in the Industries prior to age 55 may claim a retirement benefit on electing to retire from age 55 onwards.

2. A pension on retirement due to permanent disability/incapacity at any time before age 65.

3. Death benefits.—A lump sum of two years' salary on—

- (i) death in service of a contributing member before age 65;
- (ii) death before age 65 where death occurs within six weeks of ceasing employment, if ex-member was unemployed for such period and had been a member of the Fund for a consecutive period of not less than two years prior to such unemployment;
- (iii) death before age 65 where death occurs within six months of ceasing employment due to sickness or a works accident and ex-member was unemployed due to such sickness or works accident until date of death.

**Note.**—The lump sum death benefit is reduced if the member or ex-member first joined the Fund after age 55. The benefit is then based on period of membership.

4. A spouse's pension on death of a member in service.

5. A spouse's pension on death of a pensioner.

6. A refund of own contributions six months after ceasing service in the Industries: Provided that the member has not returned to employment in the Industry within that period.

**Opmerking.**—Afbetaling/Oortolligheid.—Bogenoemde tydperk van ses maande kan in gevalle van afbetaling of oortolligheid na goeddunke van die Bestuursraad van die Fonds verminder word indien die Raad meen dat die ekonomiese of werkloosheidstoestand sodanig is dat dit ontbering veroorsaak.

**Moet deur werkgever ingevul word**

- (i) Naam van werknemer (familienaam eerste) .....
- (ii) Identiteits-/Verwysingsnommer ..... Werknommer .....
- (iii) Dienstydpk (vanaf) ..... (tot) .....
- (iv) Rede vir diensbeëindiging

|               |  |  |
|---------------|--|--|
| Afbetaling    |  |  |
| Oortolligheid |  |  |
| Bedanking     |  |  |
| Ander         |  |  |

- (v) In gevalle van afbetaling, meld naam van Streekraad en datum waarop kennis van afbetaling ingevolge klousule 35 van die Hoof-ooreenkoms aan Streekraad gegee is:

Streekraad .....

Datum .....

- (vi) Die toepaslike vorm vir die eis van bystand is aan die werknemer oorhandig.

Datum: .....

*Vir en namens werkgever*

**Opmerkings.**—(i) Eisvorme vir die verskillende voordele is bekombaar vanaf Streekrade of die kantore van die Groepspensioenfonds van die Metaalnywerhede.

(ii) Daar moet verseker word dat sy lidmaatskapkaart en brosjures of ander inligting in verband met die Fonds aan die lid oorhandig is.

(iii) Die werkgever moet 'n permanente register van die permanente adres (d.w.s. woonadres) van elke werknemer byhou."

Namens die partye op hede die 18de dag van Desember 1985 te Johannesburg onderteken.

**B. NICHOLSON,**  
Ondervoorsitter.

**D. L. VAN COLLER,**  
Lid.

**A. O. DE JAGER,**  
Hoofsekretaris.

**Note.**—*Retrenchment/Redundancies.*—The above period of six months may be reduced in cases of retrenchment or redundancies at the discretion of the Board of Management of the Fund where the Board considers the economic or unemployment situation to be such as to cause hardship.

**To be completed by employer**

- (i) Name of employee (surname first) .....

- (ii) I.D./Ref. No. .... Works No. ....

- (iii) Period of service (from) ..... (to) .....

- (iv) Reason for termination of employment

|              |  |
|--------------|--|
| Retrenchment |  |
| Redundancy   |  |
| Resignation  |  |
| Other        |  |

- (v) In cases of retrenchment, state name of Regional Council and date on which notification of retrenchment was given under section 35 of the Main Agreement:

Regional Council: .....

Date: .....

- (vi) The appropriate form for benefits has been handed to the employee.

Date .....

*For and on behalf of the employer*

**Notes.**—(i) Claim forms for the various benefits are available from Regional Councils or from the offices of the Metal Industries Group Pension Fund.

(ii) It should be ensured that the employee has been handed his Membership Card and any brochures or other information relating to the Fund.

(iii) The employer is required to maintain a permanent record of the permanent address (i.e. residential address) of each employee."

Signed at Johannesburg, for and on behalf of the parties, this 18th day of December 1985.

**B. NICHOLSON,**  
Vice-Chairman.

**D. L. VAN COLLER,**  
Member.

**A. O. DE JAGER,**  
General Secretary.

**No. R. 1001**

**23 Mei 1986**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAGTIGING VAN**  
**TEGNOLOGIESE FONDSOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking 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 3 November 1988 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (2) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 November 1988 eindig, bindend is vir alle ander

**No. R. 1001**

**23 May 1986**

**LABOUR RELATIONS ACT, 1956**

**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF TECHNOLOGICAL FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement 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 3 November 1988, 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 (2) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period



werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

#### BYLAE

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

#### TEGNOLOGIEFONDSOOREENKOMS

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

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

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

Amalgamated Engineering Union of South Africa  
Amalgamated Society of Woodworkers of South Africa  
Electrical and Allied Trades Union of South Africa  
Engineering Industrial Workers' Union of South Africa  
Iron Moulders' Society of South Africa  
Radio, Television, Electronics and Allied Workers' Union  
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

ending 3 November 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

#### SCHEDULE

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

#### TECHNOLOGICAL FUND AGREEMENT

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

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

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

Amalgamated Engineering Union of South Africa  
Amalgamated Society of Woodworkers of South Africa  
Electrical and Allied Trades Union of South Africa  
Engineering Industrial Workers' Union of South Africa  
Iron Moulders' Society of South Africa  
Radio, Television, Electronics and Allied Workers' Union  
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society



**S.A. Electrical Workers' Association****S.A. Engine Drivers', Firemen's and Operators' Association****S.A. Yster-, Staal- en Verwante Nywerhede-Unie**

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

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

**DEEL I****1. TOEPASSINGSBESTEK VAN OOREENKOMS**

Hierdie Ooreenkoms moet nagekom word—

- (1) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en
- (2) deur alle werkgewers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van die werkgewersorganisasies.

**2. GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Mannekrag, kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasgestel word en bly van krag tot 3 November 1988 of vir dié tydperk wat die Minister bepaal.

**3. ALGEMENE BEPALINGS**

Klousule 3 (soos gewysig by klousule 4 hieronder), 4 en 5 van die Ooreenkoms gepubliseer by Goewermenskenningsgewing R. 1334 van 27 Junie 1980, soos herbekragtig en gewysig by Goewermenskenningsgewings R. 1377 van 1 Julie 1983, R. 227 van 8 Februarie 1985 en R. 2055 van 13 September 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers.

**4. KLOUSULE 3.—WOORDOMSKRYWING**

(1) In die omskrywing "Elektrotegniese Ingenieursnywerheid", vervang paragraaf (b) deur die volgende:

"(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo bedoel in die provinsies Transvaal en Natal (uitgesonderd die gedeelte van die gebied wat in die grondgebied van die selfregerende KwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie."

(2) Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigen van of al die volgende:

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellawerk en -lêwerk en die aanleg van elektriese oorhoofse lyne, elektriese en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders."

Namens die partye op hede die 18de dag van Desember 1985 te Johannesburg onderteken.

**B. NICHOLSON,**  
Ondervoorsitter.

**D. L. VAN COLLER,**  
Lid.

**A. O. DE JAGER,**  
Hoofsekretaris.

**S.A. Electrical Workers' Association****S.A. Engine Drivers', Firemen's and Operators' Association****S.A. Yster-, Staal- en Verwante Nywerhede-Unie**

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

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

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

The terms of this Agreement shall be observed—

- (1) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and
- (2) by employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations.

**2. PERIOD OF OPERATION OF THE AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 3 November 1988 or for such period as the Minister may determine.

**3. GENERAL PROVISIONS**

The provisions contained in sections 3 (as amended by section 4 hereunder), 4 and 5 of the Agreement published under Government Notice R. 1334 of 27 June 1980, as re-enacted and amended by Government Notices R. 1377 of 1 July 1983, R. 227 of 8 February 1985 and R. 2055 of 13 September 1985 (hereinafter referred to as the "Former Agreement"), shall apply to employers.

**4. SECTION 3.—DEFINITIONS**

(1) In the definition "Electrical Engineering Industry", substitute the following for paragraph (b):

"(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu, but does not include the Electrical Contracting Industry."

(2) Substitute the following for the definition "Electrical Contracting Industry":

"'Electrical Contracting Industry' means the Industry in which employers and employees are associated for any or all of the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere."

Signed at Johannesburg, for and on behalf of the parties, this 18th day of December 1985.

**G. NICHOLSON,**  
Vice-Chairman.

**D. L. VAN COLLER,**  
Member.

**A. O. DE JAGER,**  
General Secretary.

No. R. 1002

23 Mei 1986

## WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS-, EN METALLUR-  
GIESE NYWERHEID.—HERBEKRAGTIGING VAN  
MEDIIESE HULPFONDSOOREENKOMS VIR WERK-  
NEMERS IN DIE INGENIEURS- EN AANVERWANTE  
NYWERHEDE

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, 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 publikasie van hierdie kennisgewing en vir die tydperk wat op 16 Februarie 1990 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.

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

## BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-,  
INGENIEURS- EN METALLURGIESE NYWERHEID  
MEDIIESE HULPFONDSOOREENKOMS VIR WERKNEMERS IN  
DIE INGENIEURS- EN AANVERWANTE NYWERHEDE

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

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

No. R. 1002

23 May 1986

## LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGI-  
CAL INDUSTRY.—RE-ENACTMENT OF ENGI-  
NEERING AND ALLIED INDUSTRIES EMPLOYEES  
MEDICAL AID FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, 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 second Monday after the date of publication of this notice and for the period ending 16 February 1990, 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.

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

## SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL,  
ENGINEERING AND METALLURGICAL INDUSTRY  
ENGINEERING AND ALLIED INDUSTRIES EMPLOYEES'  
MEDICAL AID FUND AGREEMENT

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

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



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

**Electrical and Allied Trades Union of South Africa  
Engineering Industrial Workers' Union of South Africa  
Radio, Television, Electronics and Allied Workers' Union**

**S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society**

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

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

### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalinge in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet oral in die Republiek van Suid-Afrika, uitgesonder die hawe en nedersetting van Walvisbaai, nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs-, en Metallurgiese Nywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op—

- werknemers terwyl hulle deelnemers is in die Mediese Hulpfonds van die Metaalnywerheid wat vir die oomblik van krag is;
- 'n werkgever en sy werknemers wat saam met die werkgever deelnemers was in 'n skema wat mediese voordele verskaf en wat bestaan het voor 7 Februarie 1975 (en waarin die werkgever van dié werknemers op genoemde datum 'n deelnemer was) en waartoe die betrokke werkgever weekliks minstens 50c bygedra het ten opsigte van elke werknemer wat lid was van die skema en andersins deur hierdie Ooreenkoms gedek word, terwyl sodanige skema in werking bly en genoemde werkgever en sy werknemers voortgaan om deelnemers in die skema te wees en die werkgever voortgaan om 'n bydrae van minstens 50c per week ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds of skema wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

### 2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 16 Februarie 1990 of vir die tydperk wat die Minister bepaal.

### 3. ALGEMENE BEPALINGS

Klousules 3 (soos gewysig by klousule 4 hieronder), en 4 tot 19 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 296 van 15 Februarie 1980, soos gewysig, verleng en herbekragtig by Goewermentskennisgewings R. 1344 van 27 Junie 1980, R. 887 van 1 Mei 1981, R. 1209 van 25 Junie 1982, R. 1381 van 1 Julie 1983, R. 470 van 9 Maart 1984, R. 1885 van 31 Augustus 1984, R. 229 van 8 Februarie 1985 en R. 2057 van 13 September 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

### 4. KLOUSULE 3.—WOORDOMSKRYWING

(1) In die omskrywing "Elektrotegniese Ingenieursnywerheid", vervang paragraaf (b) deur die volgende:

"(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo bedoel, in die provinsies Transvaal en Natal (uitgesonder die gedeelte van die gebied wat in die grondgebied van die selfregerende KwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie."

(2) Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

- Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integreerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellasterk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellasterk en -lêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;

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

**Electrical and Allied Trades Union of South Africa  
Engineering Industrial Workers' Union of South Africa  
Radio, Television, Electronics and Allied Workers' Union**

**S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society**

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

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

### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay, by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to—

- employees whilst they are participating in the Metal Industries Medical Aid Fund in force for the time being;
- an employer and his employee who were participants with the employer in any scheme providing medical benefits, which was in existence prior to 7 February 1975 (and in which the employer of those employees was on the said date a participant) and to which the employer concerned contributed not less than 50c per week for each employee who was a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and his employee continue as participants in the scheme and the employer continues to pay a contribution of not less than 50c for each such employee per week.

(3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund or scheme referred to in that subsection.

### 2. PERIOD OF OPERATION OF AGREEMENT

The terms of 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 until 16 February 1990 or for such period as may be determined by the Minister.

### 3. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by section 4 hereunder) and 4 to 19 of the Agreement published under Government Notice R. 296 of 15 February 1980, as amended, extended and re-enacted by Government Notices R. 1344 of 27 June 1980, R. 887 of 1 May 1981, R. 1209 of 25 June 1982, R. 1381 of 1 July 1983, R. 470 of 9 March 1984, R. 1885 of 31 August 1984, R. 229 of 8 February 1985 and R. 2057 of 13 September 1985 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

### 4. SECTION 3.—DEFINITIONS

(1) In the definition "Electrical Engineering Industry", substitute the following for paragraph (b):

"(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry."

(2) Substitute the following for the definition "Electrical Contracting Industry":

"'Electrical Contracting Industry' means the Industry in which employers and employees are associated for any or all of the following:

- the design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;



- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellasterk en -lewerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders."

Namens die partye op hede die 18de dag van Desember 1985 te Johannesburg onderteken.

**B. NICHOLSON,**  
Ondervoorsitter.

**D. L. VAN COLLER,**  
Lid.

**A. O. DE JAGER,**  
Hoofsekretaris.

**No. R. 1003**

**23 Mei 1986**

### WET OP ARBEIDSVERHOUDINGE, 1956

**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAFTIGING VAN REGISTRASIE- EN ADMINISTRASIEFONDSOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

### BYLAE

**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID**

**REGISTRASIE EN ADMINISTRASIEFONDSOOREENKOMS**

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

Association of Electric Cable Manufacturers of South Africa  
Automotive Parts Production Engineers' Association  
Border Engineering Industries Association  
Bright Bar Association  
Cape Engineers' and Founders' Association  
Constructional Engineering Association  
Covered Conductor Manufacturers' Association  
Domestic Appliance Manufacturers' Association of South Africa

- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere."

Signed at Johannesburg, for and on behalf of the parties, this 18th day of December 1985.

**B. NICHOLSON,**  
Vice-Chairman.

**D. L. VAN COLLER,**  
Member.

**A. O. DE JAGER,**  
General Secretary.

**No. R. 1003**

**23 May 1986**

### LABOUR RELATIONS ACT, 1956

**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1989, upon the employers' organisations and the trade unions which entered into the 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) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

### SCHEDULE

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

**REGISTRATION AND ADMINISTRATION EXPENSES**

### AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa  
Automotive Parts Production Engineers' Association  
Border Engineering Industries Association  
Bright Bar Association  
Cape Engineers' and Founders' Association  
Constructional Engineering Association  
Covered Conductor Manufacturers' Association  
Domestic Appliance Manufacturers' Association of South Africa

Edge Hand and Small Tool Manufacturers' Association  
 Electrical Engineering and Allied Industries Association  
 Electronics and Telecommunications Industries Association  
 Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)  
 Ferro Alloy Producers' Association  
 Fire Protection Industries Association of South Africa  
 Forging Association of Southern Africa  
 Gate and Fence Manufacturers' Association of the Transvaal  
 Heavy Engineering Manufacturers' Association  
 Iron and Steel Producers' Association of South Africa  
 Lift Engineering Association of South Africa  
 Light Engineering Industries Association of South Africa  
 Materials Handling Association  
 Natal Engineering Industries Association  
 Non-Ferrous Metal Industries Association of South Africa  
 Plastics Manufacturers' Association of South Africa  
 Plumbers and Engineers Brassware Manufacturers' Association  
 Port Elizabeth Engineers' Association  
 Precision Manufacturing Engineers' Association  
 Pressure Vessel Manufacturers' Association of South Africa  
 Radio, Appliance and Television Association of South Africa  
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association  
 Sheetmetal Industries Association of South Africa  
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association  
 S.A. Association of Shipbuilders and Repairers  
 S.A. Electro-Plating Industries Association  
 S.A. Fasteners Manufacturers' Association  
 S.A. Foundry Association  
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association  
 S.A. Machine Tool Manufacturers' Association  
 S.A. Pump Manufacturers' Association  
 S.A. Radio and Television Manufacturers' Association  
 S.A. Reinforced Concrete Engineers' Association  
 S.A. Tube Makers' Association  
 S.A. Valve Manufacturers' Association  
 S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

## DEEL I

### ALGEMEEN

#### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

- (a) oral in die Republiek van Suid-Afrika; en
- (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

Edge Hand and Small Tool Manufacturers' Association  
 Electrical Engineering and Allied Industries Association  
 Electronics and Telecommunications Industries Association  
 Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)  
 Ferro Alloy Producers' Association  
 Fire Protection Industries Association of South Africa  
 Forging Association of Southern Africa  
 Gate and Fence Manufacturers' Association of the Transvaal  
 Heavy Engineering Manufacturers' Association  
 Iron and Steel Producers' Association of South Africa  
 Lift Engineering Association of South Africa  
 Light Engineering Industries Association of South Africa  
 Materials Handling Association  
 Natal Engineering Industries Association  
 Non-Ferrous Metal Industries Association of South Africa  
 Plastics Manufacturers' Association of South Africa  
 Plumbers and Engineers Brassware Manufacturers' Association  
 Port Elizabeth Engineers' Association  
 Precision Manufacturing Engineers' Association  
 Pressure Vessel Manufacturers' Association of South Africa  
 Radio, Appliance and Television Association of South Africa  
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association  
 Sheetmetal Industries Association of South Africa  
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association  
 S.A. Association of Shipbuilders and Repairers  
 S.A. Electro-Plating Industries Association  
 S.A. Fasteners Manufacturers' Association  
 S.A. Foundry Association  
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association  
 S.A. Machine Tool Manufacturers' Association  
 S.A. Pump Manufacturers' Association  
 S.A. Radio and Television Manufacturers' Association  
 S.A. Reinforced Concrete Engineers' Association  
 S.A. Tube Makers' Association  
 S.A. Valve Manufacturers' Association  
 S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

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

## PART I

#### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

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

- (a) die vervaardiging vir verkoop van standaard snelygereedskap gemaak van sneldraaistaal deur middel van installasies en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse in die landdrostrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
  - (b) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnwyerheid" in klousule 3 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
  - (c) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, werktuie en apparaat, of dit van hand-, fotografiese, meganiese, elektriese, elektrostatische of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik in rekeningkundige en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
  - (d) die Vervaardigingsnwyerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
  - (e) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
  - (f) die Slotmakerybedryf in die landdrostrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
  - (g) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrostrikte Brits, Germiston, Kempton Park en Pretoria;
  - (h) die installering en/of herstel en/of versiening van radio's en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
  - (i) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte nie swaarder as 2 108 mm nie van—
    - (aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;
    - (ab) deksels vir bottels, flesses en ander houers;
    - (ac) gewone of gelitografeerde metaalspeelgoed;
    - (ad) gewone of gelitografeerde vertoontablette;
  - (ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaalklompes. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.
- Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe van ander soort prop toegemaak kan word;
- (j) die vervaardiging uit tinplaat van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

(3) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—

- (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en
- (b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasgestel word en bly van krag tot 31 Maart 1989 of vir dié tydperk wat die Minister bepaal.

## 3. SPESIALE BEPALINGS

Klousules 1 (1) (b) en 2 van Deel I en klousule 2 van Deel IV van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1552 van 27 Julie 1984, soos gewysig by Goewermentskennisgewings R. 230 van 8 Februarie 1985 en R. 1578 van 19 Julie 1985 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Klousules 3 (soos gewysig by klousule 5 hieronder) en 4 van Deel I, Deel II, Deel III en klousules 1 en 3 van Deel IV van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

(2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—

- (a) the manufacture for sale of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
  - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
  - (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
  - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (f) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
  - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
  - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (i) (i) manufacture by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—
    - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
    - (ab) bottle, jar and other container closures;
    - (ac) plain or lithographed metal toys;
    - (ad) plain or lithographed display tablets;
  - (ii) manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.
- For the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packaging for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure;
- (j) the manufacture from tinplate not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kits, tools and documents, and other lines manufactured principally from such tinplate.

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

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

## 2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 31 March 1989 or for such period as the Minister may determine.

## 3. SPECIAL PROVISIONS

The provisions contained in sections 1 (1) (b) and 2 of Part I and section 2 of Part IV of the Agreement published under Government Notice R. 1552 of 27 July 1984, as amended by Government Notices R. 230 of 8 February 1985 and R. 1578 of 19 July 1985 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by section 5 hereunder) and 4 of Part I, Part II, Part III and sections 1 and 3 of Part IV of the Former Agreement shall apply to employers and employees.



## DEEL I

## 5. KLOUSULE 3.—WOORDOMSKRYWING

(1) In die omskrywing "Elektrotegniese Ingenieursnywerheid", vervang paragraaf (ii) deur die volgende:

"(ii) die installering, onderhoud en herstel van die uitrusting in (i) hierbo bedoel, in die provinsies Transvaal en Natal (uitgesonderd die gedeelte van die gebied wat in die grondgebied van die self-regerende kwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie."

(2) Vervang die omskrywing "Elektrotegniese Aannemingsnywerheid" deur die volgende:

"'Elektrotegniese Aannemingsnywerheid' die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir een of meer van die volgende:

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellaswerk en kabellêwerk en die aanleg van oorhoofse elektriese lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellaswerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;
- (c) die ontwerp, voorbereiding oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellaswerk en kabellêwerk en die aanleg van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders."

Namens die partye op hede die 18de dag van Desember 1985 te Johannesburg onderteken.

**B. NICHOLSON,**

Ondervoorsitter.

**D. L. VAN COLLER,**

Lid.

**A. O. DE JAGER,**

Hoofsekretaris.

No. R. 1004

23 Mei 1986

## WET OP ARBEIDSVERHOUDINGE, 1956

## INTREKKING VAN GOEWERMENSKENNISGEWINGS.—YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings R. 1576 en R. 1577 van 19 Julie 1985, R. 2365 van 18 Oktober 1985, R. 929 van 26 April 1985, R. 2052 van 13 September 1985, R. 226 van 8 Februarie 1985, R. 2054 van 13 September 1985, R. 227 van 8 Februarie 1985, R. 2055 van 13 September 1985, R. 229 van 8 Februarie 1985, R. 2057 van 13 September 1985, R. 1552 van 27 Julie 1984, R. 230 van 8 Februarie 1985 en R. 1578 van 19 Julie 1985, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

**P. T. C. DU PLESSIS,**

Minister van Mannekrag.

## PART I

## 5. SECTION 3.—DEFINITIONS

(1) In the definition "Electrical Engineering Industry", substitute the following for paragraph (ii):

"(ii) the installation, maintenance and repair of the equipment referred to in (i) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of kwaZulu), but does not include the Electrical Contracting Industry."

(2) Substitute the following for the definition "Electrical Contracting Industry":

"'Electrical Contracting Industry' means the Industry in which employers and employees are associated for any or all of the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere."

Signed at Johannesburg, for and on behalf of the parties, this 18th day of December 1985.

**B. NICHOLSON,**

Vice-Chairman.

**D. L. VAN COLLER,**

Member.

**A. O. DE JAGER,**

General Secretary.

No. R. 1004

23 May 1986

## LABOUR RELATIONS ACT, 1956

## CANCELLATION OF GOVERNMENT NOTICES.—IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 1576 and R. 1577 of 19 July 1985, R. 2365 of 18 October 1985, R. 929 of 26 April 1985, R. 2052 of 13 September 1985, R. 226 of 8 February 1985, R. 2054 of 13 September 1985, R. 227 of 8 February 1985, R. 2055 of 13 September 1985, R. 229 of 8 February 1985, R. 2057 of 13 September 1985, R. 1552 of 27 July 1984, R. 230 of 8 February 1985 and R. 1578 of 19 July 1985, with effect from the second Monday after the date of publication of this notice.

**P. T. C. DU PLESSIS,**

Minister of Manpower.

No. R. 1011

23 Mei 1986

## WET OP ARBEIDSVERHOUDINGE, 1956

KAMSTOFTEKSTIELNYWERHEID (KAAP).—  
HERNUWING VAN HOOFOOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, 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 Goewermenskenningsgewings R. 16 van 7 Januarie 1983, R. 2108 van 30 September 1983, R. 1092 van 30 Mei 1984, R. 2457 van 9 November 1984 en R. 1451 van 28 Junie 1985, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Augustus 1986 eindig.

M. W. J. LE ROUX,  
Direkteur: Mannekrag.

No. R. 1011

23 May 1986

## LABOUR RELATIONS ACT, 1956

WORSTED TEXTILE MANUFACTURING INDUSTRY  
(CAPE).—RENEWAL OF MAIN AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Manpower, 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. 16 of 7 January 1983, R. 2108 of 30 September 1983, R. 1092 of 30 May 1984, R. 2457 of 9 November 1984 and R. 1451 of 28 June 1985, to be effective from the date of publication of this notice and for the period ending 22 August 1986.

M. W. J. LE ROUX,  
Director: Manpower.

DEPARTEMENT VAN NASIONALE  
GESONDHEID EN BEVOLKINGS-  
ONTWIKKELING

No. R. 988

23 Mei 1986

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN  
TANDHEELKUNDIGE RAADREGULASIES BETREFFENDE DIE REGISTRASIE  
DEUR DIEETKUNDIGES VAN ADDISIONELE  
KWALIFIKASIES.—WYSIGING

Die Minister van Nasionale Gesondheid en Bevolkingsontwikkeling het, op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, kragtens artikel 61 (1) (o) geles met artikel 61 (4) van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

## BYLAE

1. In hierdie Bylae, beteken "die regulasies" die regulasies afgekondig by Goewermenskenningsgewing R. 453 van 10 Maart 1978.

2. Die regulasies word hierby gewysig deur die byvoeging van die volgende kwalifikasies:

| <i>Eksaminerende liggaam</i>              | <i>Kwalifikasie</i>                                  | <i>Afkorting vir registrasie</i>     |
|-------------------------------------------|------------------------------------------------------|--------------------------------------|
| Mediese Universiteit van Suid-Afrika      | Baccalaureus Scientiae in Dieetkunde (Honores).....  | BSc (Dieet) (Hons) Medunsa           |
|                                           | Magister Scientiae in Dieetkunde.....                | MSc (Dieet) Medunsa                  |
|                                           | Doktor in Filosofie in Dieetkunde.....               | PhD Medunsa                          |
| Universiteit van Natal.....               | Baccalaureus Scientiae in Dieetkunde (Honneurs)..... | BSc Dieet (Hons) Natal               |
|                                           | Magister Scientiae in Dieetkunde.....                | MSc Dieet Natal                      |
|                                           | Doktor in Filosofie in Dieetkunde.....               | PhD Dieet Natal                      |
| Universiteit van die Oranje-Vrystaat..... | Magister Scientiae in Dieetkunde.....                | MSc (Dieetkunde) Oranje-Vrystaat     |
| <i>Examining authority</i>                | <i>Qualification</i>                                 | <i>Abbreviation for registration</i> |
| Medical University of Southern Africa     | Bachelor of Science in Dietetics (Honours).....      | BSc (Diet) (Hons) Medunsa            |
|                                           | Master of Science in Dietetics.....                  | MSc (Diet) Medunsa                   |
|                                           | Doctor of Philosophy in Dietetics.....               | PhD Medunsa                          |
| University of Natal.....                  | Bachelor of Science in Dietetics (Honours).....      | BSc Diet (Hons) Natal                |
|                                           | Master of Science in Dietetics.....                  | MSc Diet Natal                       |
|                                           | Doctor of Philosophy in Dietetics.....               | PhD Diet Natal                       |
| University of the Orange Free State.....  | Master of Science in Dietetics.....                  | MSc (Dietetics) Orange Free State    |

Help om ons land, Suid-Afrika, skoon te hou!  
Please keep our country, South Africa, clean!

# BELANGRIK!!

## Plasing van tale:

### *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks sal geskied, beginnende vanaf 1 Oktober tot 30 September, elke jaar.
2. Vir die tydperk 1 Oktober 1985 tot 30 September 1986 word Afrikaans EERSTE geplaas.
3. Hierdie reëling word in ooreenstemming gebring met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

—oOo—

# IMPORTANT!!

## Placing of languages:

### *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be done annually, starting on 1 October until 30 September, every year.
2. For the period 1 October 1985 to 30 September 1986, Afrikaans is to be placed FIRST, changing annually hereafter.
3. This arrangement is to bring the *Government Gazettes* in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***



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—oOo—

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1975–1977: Local, R7,40; other countries, R8,70; post free

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