

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Selling price • Verkoopprys
(GST excluded)/(AVB uitgesluit)

Local **50c** Plaaslik
Other countries **70c** Buitelands
Post Free • Posvry

**Regulation Gazette
Regulasiekoerant
No. 4107**

Registered at the Post Office
as a Newspaper
As 'n Nuusblad by die
Poskantoor Geregistreer

Vol. 265

PRETORIA, 17 JULY 1987

No. 10827

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 1536

17 July 1987

CORRECTION NOTICE

LIVESTOCK IMPROVEMENT ACT, 1977
(ACT 25 OF 1977)

LIVESTOCK IMPROVEMENT REGULATIONS.— AMENDMENT

Government Notice R. 1245 of 5 June 1987 published in *Government Gazette* 10759 of the said date and corrected by Government Notice R. 1305 of 19 June 1987 published in *Government Gazette* 10779 of the said date is hereby further corrected—

- by the substitution in item 7 of Table A under the heading "Amount/Bedrag" for the expression "R10,00" of the expression "R20,00";
- by the substitution in item 8 of Table A under the heading "Amount/Bedrag" for the expression "R30,00" of the expression "R50,00"; and
- by the substitution in item 9 of Table A under the heading "Amount/Bedrag" for the expression "R30,00" of the expression "R50,00".

DEPARTMENT OF DEVELOPMENT AID

No. R. 1533

17 July 1987

REARRANGEMENT OF THE FUNCTIONS OF OFFICERS IN THE DEPARTMENT OF DEVELOPMENT AID

The State President has, under the powers vested in him by section 1 of the Regulation of Functions of Officers in the Public Service Act, 1980 (Act 19 of 1980), directed that

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 1536

17 Julie 1987

VERBETERINGSKENNISGEWING

VEEVERBETERINGSWET, 1977
(WET 25 VAN 1977)

VEEVERBETERINGSREGULASIES.—WYSIGING

Goewermentskennisgewing R. 1245 van 5 Junie 1987 gepubliseer in *Staatskoerant* 10759 van vermelde datum en verbeter by Goewermentskennisgewing R. 1305 van 19 Junie 1987 gepubliseer in *Staatskoerant* 10779 van vermelde datum word hierby verder verbeter—

- deur in item 7 van Tabel A onder die opskrif "Amount/Bedrag" die uitdrukking "R10,00" deur die uitdrukking "R20,00" te vervang;
- deur in item 8 van Tabel A onder die opskrif "Amount/Bedrag" die uitdrukking "R30,00" deur die uitdrukking "R50,00" te vervang; en
- deur in item 9 van Tabel A onder die opskrif "Amount/Bedrag" die uitdrukking "R30,00" deur die uitdrukking "R50,00" te vervang.

DEPARTEMENT VAN ONTWIKKELINGS- HULP

No. R. 1533

17 Julie 1987

HERREËLING VAN DIE WERKSAAMHEDE VAN BEAMPTES IN DIE DEPARTEMENT VAN ONTWIK- KELINGSHULP

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 1 van die Wet op die Reëling van Werksaamhede van Beamptes in die Staatsdiens, 1980 (Wet 19 van 1980), bepaal dat ten opsigte van 'n wet waarvan die

in respect of a law the execution of the provisions of which has been assigned to the Minister of Education and Development Aid, the powers, duties or functions—

- (a) conferred, imposed upon or assigned therein to a commissioner referred to in section 2 (2) and (6) of the Black Administration Act, 1927 (Act 38 of 1927), shall be conferred, imposed upon or assigned to the officers in the Department of Development Aid having the official designation of Regional Representative; and
- (b) conferred, imposed upon or assigned in terms of a law mentioned in the Schedule to a chief commissioner referred to in section 2 (1) and (6) of the Black Administration Act, 1927 (Act 38 of 1927), shall be conferred, imposed upon or assigned to the officers in the Department of Development Aid having the official designation indicated opposite the law concerned in the said Schedule.

uitvoering van die bepalings aan die Minister van Onderwys en Ontwikkelingshulp opgedra is, die bevoegdhede, pligte of funksies—

- (a) wat daarin aan 'n kommissaris bedoel in artikel 2 (2) en (6) van die Swart Administrasie Wet, 1927 (Wet 38 van 1927), verleen, opgelê of toevertrou is, verleen, opgelê of toevertrou word aan die beamptes in die Departement van Ontwikkelingshulp met die ampsbenaming Streeksvertegenwoordiger; en
- (b) wat ingevolge 'n wet vermeld in die Bylae aan 'n hoofkommissaris bedoel in artikel 2 (1) en (6) van die Swart Administrasie Wet, 1927 (Wet 38 van 1927), verleen, opgelê of toevertrou is, verleen, opgelê of toevertrou word aan die beamptes in die Departement van Ontwikkelingshulp met die ampsbenaming teenoor die betrokke wet in genoemde Bylae aangedui.

SCHEDULE

<i>Law</i>	<i>Officer</i>
Development Trust and Land Act, 1936 (Act 18 of 1936)	Chief Director: Townships and Land Matters.
Regulations for the Administration and Control of Townships in Black Areas (Proclamation R. 293 of 1962)	Chief Director: Townships and Land Matters.
Regulations for the Control of Irrigation Schemes in Black Areas (Proclamation R. 5 of 1963)	Chief Director: Agriculture.
Brewing and Sale of Sorghum Beer in Black Areas (Proclamation R. 50 of 1963)	Director-General.
Trust Forest Regulations (Proclamation R. 191 of 1967)	Chief Director: Agriculture.
Regulations for the control and the residence on and occupation of privately or tribally-owned land in Black areas (Proclamation R. 192 of 1967)	Director-General.
Limitation, control and improvement of livestock and of pastoral and agricultural resources in Black areas (Proclamation R. 196 of 1967)	Chief Director: Agriculture.
Control of certain matters relating to agriculture in Black areas (Proclamation R. 197 of 1967)	Chief Director: Agriculture.
Regulations for the control of stock in Black areas (Proclamation R. 198 of 1967)	Chief Director: Agriculture.
Regulations relating to community services in Black areas (Proclamation R. 200 of 1967)	Director-General.
Regulations concerning collective responsibility in Black areas (Proclamation R. 201 of 1967)	Director-General.
Control of certain activities in Black areas (Proclamation R. 264 of 1968)	Chief Director: Townships and Land Matters.
Control of meetings, gatherings or assemblies in Black areas (Proclamation R. 268 of 1968)	Director-General.
Payment by Blacks of rentals for arable and residential allotments and of fees for grazing stock on certain land of the South African Development Trust (Proclamation R. 300 of 1968)	Chief Director: Agriculture.
Regulations concerning land in Black areas (Proclamation R. 188 of 1969)	Chief Director: Townships and Land Matters.
Regulations for the administration of Edendale and Clermont (Proclamation R. 163 of 1974)	Chief Director: Townships and Land Matters.
Regulations for the establishment and development of towns (Proclamation R. 154 of 1983)	Chief Director: Townships and Land Matters.

BYLAE

<i>Wet</i>	<i>Beampte</i>
Ontwikkelingstrust en Grond Wet, 1936 (Wet 18 van 1936)	Hoofdirekteur: Dorpe en Grondsake.
Regulasies vir die Administrasie en Bestuur van Dorpe in Swart Gebiede (Proklamasie R. 293 van 1962)	Hoofdirekteur: Dorpe en Grondsake.
Regulasies vir die Beheer van Besproeiingskemas in Swart Gebiede (Proklamasie R. 5 van 1963)	Hoofdirekteur: Landbou.
Brou en Verkoop van Sorghumbier in Swart Gebiede (Proklamasie R. 50 van 1963)	Direkteur-generaal.
Trustbosregulasies (Proklamasie R. 191 van 1967)	Hoofdirekteur: Landbou.
Regulasies vir die beheer van die bewoning en okkupasie van privaat of stameiendomsgrond in Swart gebiede (Proklamasie R. 192 van 1967)	Direkteur-generaal.
Beperking, beheer en verbetering van vee en van veeboerdery- en landbou-hulpbronne in Swart gebiede (Proklamasie R. 196 van 1967)	Hoofdirekteur: Landbou.
Beheer oor sekere aangeleenthede met betrekking tot landbou in Swart gebiede (Proklamasie R. 197 van 1967)	Hoofdirekteur: Landbou.
Regulasies betreffende veebeheer in Swart gebiede (Proklamasie R. 198 van 1967)	Hoofdirekteur: Landbou.
Regulasies betreffende gemeenskapsdienste in Swart gebiede (Proklamasie R. 200 van 1967)	Direkteur-generaal.
Regulasies betreffende gemeenskaplike verantwoordelikheid in Swart gebiede (Proklamasie R. 201 van 1967)	Direkteur-generaal.
Beheer oor sekere aktiwiteite in Swart gebiede (Proklamasie R. 264 van 1968)	Hoofdirekteur: Dorpe en Grondsake.
Beheer van vergaderings, byeenkomste of samekomste in Swart gebiede (Proklamasie R. 268 van 1968)	Direkteur-generaal.
Betaling deur Swartes van huurgeld vir bewerkbare en woonpersele en van weigeld vir sekere grond van die Suid-Afrikaanse Ontwikkelingstrust (Proklamasie R. 300 van 1968)	Hoofdirekteur: Landbou.
Regulasies betreffende grond in Swart gebiede (Proklamasie R. 188 van 1969)	Hoofdirekteur: Dorpe en Grondsake.
Regulasies vir die administrasie van Edendale en Clermont (Proklamasie R. 163 van 1974)	Hoofdirekteur: Dorpe en Grondsake.
Regulasies vir die instelling en ontwikkeling van Dorpe (Proklamasie R. 154 van 1983)	Hoofdirekteur: Dorpe en Grondsake.

DEPARTMENT OF FINANCE**No. R. 1518****17 July 1987****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 1 (No. 1/1/1303)**

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

K. D. S. DURR,
Deputy Minister of Finance.

DEPARTEMENT VAN FINANSIES**No. R. 1518****17 Julie 1987****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 1 (No. 1/1/1303)**

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

K. D. S. DURR,
Adjunk-minister van Finansies.

SCHEDULE

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV M.F.N.
		General		
07.04 By the substitution for subheading No. 07.04.21 of the following: "07.04.21 Culinary herbs, not ground, crushed or rubbed"	kg	4c per kg"		

Note.—The rate of duty on culinary herbs, not ground, crushed or rubbed, is increased from 0,5c per kg to 4c per kg.

BYLAE

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV M.B.N.
		Algemeen		
07.04 Deur subpos No. 07.04.21 deur die volgende te vervang: "07.04.21 Kruie vir kookdoeleindes, nie gemaal, gestamp of gevryf nie"	kg	4c per kg"		

Opmerking.—Die skaal van reg op kruie vir kookdoeleindes, nie gemaal, gestamp of gevryf nie, word van 0,5c per kg na 4c per kg verhoog.

No. R. 1519**17 July 1987****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 3 (No. 3/910)**

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

K. D. S. DURR,
Deputy Minister of Finance.

No. R. 1519**17 Julie 1987****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 3 (No. 3/910)**

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

K. D. S. DURR,
Adjunk-minister van Finansies.

SCHEDULE

I Rebate Item	II			III Extent of Rebate
	Tariff Heading	Rebate Code	Description	
306.10	"29.34	01.00 40	By the substitution for tariff heading No. 29.34 of the following: Dibutyltin oxide, dioctyltin oxide and dioctyltin dichloride, for the manufacture of tin stabilisers	Full duty"

Note.—The scope of rebate item 306.10/29.34 is extended to include dioctyltin dichloride, for the manufacture of tin stabilisers.

BYLAE

I Korting Item	II			III Mate van Korting
	Tarief pos	Korting-kode	Beskrywing	
306.10	"29.34	01.00 40	Deur tariefpos No. 29.34 deur die volgende te vervang: Dibutieltinoksied, dioktieltinoksied en dioktieltindichloried, vir die vervaardiging van tin stabiliseerders	Volle reg"

Opmerking.—Die trefwydte van kortingitem 306.10/29.34 word uitgebrei om dioktieltindichloried, vir die vervaardiging van tin stabiliseerders in te sluit.

No. R. 1520**17 July 1987****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 3 (No. 3/911)**

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

K. D. S. DURR,
Deputy Minister of Finance.

No. R. 1520**17 Julie 1987****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 3 (No. 3/911)**

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

K. D. S. DURR,
Adjunk-minister van Finansies.

SCHEDULE

I	II				III
Rebate Item	Tariff Heading	Rebate Code		Description	Extent of Rebate
313.06	“69.11	01.00	40	By the insertion after tariff heading No. 69.07 of the following: Tableware, undecorated, glazed, for the decoration thereof and a further process of heat treatment	Full duty
	69.12	01.00	47	Tableware, undecorated, glazed, for the decoration thereof and a further process of heat treatment	Full duty’

Note.—Provision is made for a rebate of the full duty on undecorated, glazed tableware of porcelain or china, and of pottery, for the decoration thereof and a further process of heat treatment.

BYLAE

I	II				III
Korting- item	Tarief- pos	Korting- kode		Beskrywing	Mate van Korting
313.06	“69.11	01.00	40	Deur na tariefpos No. 69.07 die volgende in te voeg: Tafelgerei, onversier, geglasuur, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg
	69.12	01.00	47	Tafelgerei, onversier, geglasuur, vir die versiering daarvan en 'n verdere proses van hittebehandeling	Volle reg”

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op onversierde, geglasuurde tafelgerei van porselein of “china”, en van erdewerk, vir die versiering daarvan en 'n verdere proses van hittebehandeling.

No. R. 1521**17 July 1987****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 4 (No. 4/419)**

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.

No. R. 1521**17 Julie 1987****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 4 (No. 4/419)**

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.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
411.00	By the substitution for tariff heading No. 85.00 of the following: “85.00 (1) Radiotelephonic transmission and reception apparatus and parts thereof, certified on entry that they will be used for nautical and aeronautical purposes and that they will not be sold or disposed of for any other purpose	Full duty
	(2) Parts for radar apparatus and radio navigational aid apparatus, certified on entry that they will be used for nautical and aeronautical purposes and that they will not be sold or disposed of for any other purpose	Full duty”

Note.—The provisions for a rebate of duty on radiotelephonic transmission and reception apparatus and parts thereof, and parts for radar apparatus and radio navigational aid apparatus, are extended for all nautical and aeronautical purposes, subject to the conditions specified in the item.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
411.00	Deur tariefpos No. 85.00 deur die volgende te vervang: “85.00 (1) Radiotelefoniese transmissie- en ontvangsapparate en onderdele daarvan, by klaring gesertifiseer dat dit vir see- en lugvaartkundige doeleindes gebruik sal word en dat dit vir geen ander doel verkoop of vervreem sal word nie (2) Onderdele van radar- en radionavigasiehulpapparate, by klaring gesertifiseer dat dit vir see- en lugvaartkundige doeleindes gebruik sal word en dat dit vir geen ander doel verkoop of vervreem sal word nie	Volle reg Volle reg”

Opmerking.—Die voorsienings vir 'n korting op reg op radiotelefoniese transmissie- en ontvangsapparate en onderdele daarvan, en onderdele van radar- en radionavigasiehulpapparate, word uitgebrei vir alle see- en lugvaartkundige doeleindes, onderhewig aan die voorwaardes soos voorgeskryf in die item.

No. R. 1522

17 July 1987

CORRECTION NOTICE**CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 4 (No. 4/418)**

The extent of rebate appearing in Government Notice R. 1455 of 3 July 1987 against item 460.06/31.02, is hereby corrected by the substitution for the expression “Full duty less 27,5c per kg less 100 %” of the expression “Full duty (less 27,5c per kg less 100 %)”.

No. R. 1523

17 July 1987

REGULATIONS UNDER SECTION 48 OF THE SALES TAX ACT, 1978.—AMENDMENTS

The Minister of Finance has in terms of section 48 of the Sales Tax Act, 1978 (Act 103 of 1978), made the regulations in the Schedule.

SCHEDULE**Definition**

1. In this Schedule “the Regulations” means the Regulations under section 48 of the Sales Tax Act, 1978, published by Government Notice R. 339 of 20 February 1987, as amended by Government Notice 676 of 3 April 1987.

Amendment of regulation 1 of the Regulations

2. Regulation 1 of the Regulations is hereby amended—

- (a) by the deletion of the definition of “licensee”;
- (b) by the substitution for the definition of “liquor trader” of the following definition:

“‘liquor trader’ means any person who is registered as a vendor under section 12 of the Act and who sells liquor or is licensed or authorised to sell liquor under or in terms of any law, but does not include any such person who in the ordinary course of his business is engaged wholly or mainly in—

- (i) the brewing of beer; or
- (ii) the maturation, blending or bottling of wine or spirits;”;

- (c) by the substitution for the definition of “taxable liquor transaction” of the following definition:

“‘taxable liquor transaction’ means the sale of liquor to, or the importation into the Republic of liquor by any liquor trader, or the sale of liquor exported from the Republic in the circumstances contemplated in paragraph (a) (iii) of the definition of ‘exported’ in section 1 of the Act;”.

No. R. 1522

17 Julie 1987

VERBETERINGSKENNISGEWING**DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 4 (No. 4/418)**

Die mate van korting wat in Goewermentskennisgewing R. 1455 van 3 Julie 1987 teenoor item 460.06/31.02 verskyn het, word hiermee verbeter deur die uitdrukking “Volle reg min 27,5c per kg min 100%” deur die uitdrukking “Volle reg (min 27,5c per kg min 100 %)” te vervang.

No. R. 1523

17 Julie 1987

REGULASIES KRAGTENS ARTIKEL 48 VAN DIE VERKOOPBELASTINGWET, 1978.—WYSIGINGS

Die Minister van Finansies het kragtens artikel 48 van die Verkoopbelastingwet, 1978 (Wet 103 van 1978), die regulasies in die Bylae uitgevaardig.

BYLAE**Woordskrywing**

1. In hierdie Bylae beteken “die Regulasies” die Regulasies kragtens artikel 48 van die Verkoopbelastingwet, 1978, gepubliseer by Goewermentskennisgewing R. 339 van 20 Februarie 1987, soos gewysig deur Goewermentskennisgewing 676 van 3 April 1987.

Wysiging van regulasie 1 van die Regulasies

2. Regulasie 1 van die Regulasies word hierby gewysig—

- (a) deur die omskrywing van “belasbare dranktransaksie” deur die volgende omskrywing te vervang:

“‘belasbare dranktransaksie’ die verkoop van drank aan, of die invoer in die Republiek van drank deur, ’n drankhandelaar, of die verkoop van drank wat vanuit die Republiek uitgevoer word onder die omstandighede beoog in paragraaf (a) (iii) van die omskrywing van ‘uitgevoer’ in die artikel 1 van die Wet;”;

- (b) deur die omskrywing van “drankhandelaar” deur die volgende omskrywing te vervang:

“‘drankhandelaar’ ’n persoon wat ingevolge artikel 12 van die Wet as ’n ondernemer geregistreer is en wat drank verkoop of gelisensieerd of gemagtig is om kragtens of ingevolge ’n wet drank te verkoop, maar nie ook so ’n persoon nie wat in die gewone loop van sy besigheid uitsluitend of hoofsaaklik betrokke is by—

- (i) die brou van bier; of
- (ii) die veroudering, vermenging of botteling van wyn of spiritualieë;”;

- (c) deur die omskrywing van “lisensiehouer” te skrap.

Substitution of regulation 2 of the regulations

3. The following regulation is hereby substituted for regulation 2 of the Regulations:

- "2. Notwithstanding the provisions of section 6 of the Act, tax shall be payable in respect of any taxable liquor transaction."

Commencement date

4. The amendment affected by Regulation 2 (c) shall come into operation on 1 August 1987.

DEPARTMENT OF MANPOWER**No. R. 1532****17 July 1987****LABOUR RELATIONS ACT, 1956****LIQUOR AND CATERING TRADE, PIETERMARITZBURG.—AMENDMENT 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1987, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1987, 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, PIETERMARITZBURG AGREEMENT**

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

The Hotel and Liquor Traders' Association—Natal Inland

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

The Natal Liquor and Catering Trades 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, Pietermaritzburg,

to amend the Agreement published under Government Notice R. 485 of 16 March 1984, as amended and renewed by Government Notices R. 914 of 26 April 1985, R. 734 of 3 April 1987 and R. 1279 of 12 June 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and are engaged in the Trade and by all employees who are members of the trade union and are employed in the Trade;
- (b) in the Magisterial District of Pietermaritzburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in the Main Agreement.

Vervanging van regulasie 2 van die Regulasies

3. Regulasie 2 van die Regulasies word hierby deur die volgende Regulasies vervang:

- "2. Ondanks die bepalings van artikel 6 van die Wet, is belasting ten opsigte van 'n belasbare dranktransaksie betaalbaar."

Datum van inwerkingtreding

4. Die wysiging aangebring deur Regulasie 2 (a) tree op 1 Augustus 1987 in werking.

DEPARTEMENT VAN MANNEKRAG**No. R. 1532****17 Julie 1987****WET OP ARBEIDSVERHOUDINGE, 1956****DRANK- EN SPYSENIERINGSBEDRYF, PIETERMARITZBURG.—WYSIGING VAN HOOFOOREENKOMS**

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 30 September 1987 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1987 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 SPYSENIERINGSBEDRYF, PIETERMARITZBURG****OOREENKOMS**

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

The Hotel and Liquor Traders' Association—Natal Inland

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

The Natal Liquor and Catering Trades Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank- en Spysenieringsbedryf, Pietermaritzburg,

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 485 van 16 Maart 1984, soos gewysig en hernieu by Goewermentskennisgewings R. 914 van 26 April 1985, R. 734 van 3 April 1987 en R. 1279 van 12 Junie 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Drank- en Spysenieringsbedryf nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en die Bedryf uitoefen en deur alle werknemers wat lede van die vakvereniging is en in die Bedryf werksaam is;
- (b) in die landdrostdistrik Pietermaritzburg.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in die Hoofooreenkoms voorgeskryf word.

2. CLAUSE 4.—WAGES

In subclause (1), substitute the following for the existing wage schedule:

	Per month R
Barman/Barmaid:	
Qualified	484,00*
Unqualified:	
First year	271,00*
Second year	317,00*
Bookkeeper	509,00*
Bottle-store/Off-sales attendant:	
Qualified	402,00
Unqualified:	
First year	233,00
Second year	282,00
Clerical employee:	
Qualified	331,00
Unqualified:	
First year	182,00
Second year	218,00
Cook:	
Cook, head	399,00*
Qualified	300,00*
Learner:	
First year	177,00*
Second year	233,00*
General service employee:	
Male/Female	201,00*
Griller	188,00*
Handyman	267,00*
Hotel trainee	251,00**
Housekeeper	283,00*
Kitchen supervisor	253,00*
Laundryman	262,00*
Manager:	
Hotel	726,00**
Off-sales/Bottle-store	681,00
Assistant Manager:	
Hotel	468,00**
Off-sales/Bottle-store	454,00
Manager, restaurant	468,00**
Motor vehicle driver	221,00
Night watchman	198,00*
Page/Lift attendant	153,00*
Porter	262,00*
Receptionist:	
Qualified	314,00**
Unqualified:	
First year	201,00**
Second year	220,00**
Storeman	227,00*
Switchboard operator	262,00*
Wine-steward/Waiter:	
Head	391,00*
Qualified	347,00*
Learner:	
First year	220,00*
Second year	248,00*
Valet	251,00*

* Denotes "plus free meals while on duty".

** Denotes "plus free board and lodging".

2. KLOUSULE 4.—LONE

In subklausule (1), vervang die bestaande loontabel deur die volgende:

	Per maand R
Kroegman/Kroegvrou:	
Gekwalifiseer	484,00*
Ongekwalfiseer:	
Eerste jaar ondervinding	271,00*
Tweede jaar ondervinding	317,00*
Boekhouer	509,00*
Drankwinkel-/Buiteverkoopbediener:	
Gekwalifiseer	402,00
Ongekwalfiseer:	
Eerste jaar ondervinding	233,00
Tweede jaar ondervinding	282,00
Klerk:	
Gekwalifiseer	331,00
Ongekwalfiseer:	
Eerste jaar ondervinding	182,00
Tweede jaar ondervinding	218,00
Kok, hoof	399,00*
Gekwalifiseer	300,00*
Leerling:	
Eerste jaar ondervinding	177,00*
Tweede jaar ondervinding	233,00*
Algemenedienstewerknemer:	
Man/Vrou	201,00*
Roosterbediener	188,00*
Faktotum	267,00*
Hoteltwekeling	251,00**
Huishoudster	283,00*
Kombuistoetsighouer	253,00*
Wasseryman	262,00*
Bestuurder:	
Hotel	726,00**
Buiteverkope/Drankwinkel	681,00
Assistent-bestuurder:	
Hotel	468,00**
Buiteverkope/Drankwinkel	454,00
Restourantbestuurder	468,00**
Motorvoertuigdrywer	221,00
Nagwag	198,00*
Hoteljoggie/Hyserbediener	153,00*
Portier	262,00*
Ontvangsklerk:	
Gekwalifiseer	314,00**
Ongekwalfiseer:	
Eerste jaar ondervinding	201,00**
Tweede jaar ondervinding	220,00**
Magasynman	227,00*
Skakelbordoperateur	262,00*
Kelner/Wynkelner:	
Hoof	391,00*
Gekwalifiseer	347,00*
Leerling:	
Eerste jaar	220,00*
Tweede jaar	248,00*
Klerebediende	251,00*

* Dui aan "plus vry etes terwyl op diens".

** Dui aan "plus vry kos en inwoning".

	<i>Four hours or less</i>	<i>Thereafter, per hour or part thereof</i>
	R	R
Casual employees:		
Barman/Barmaid	11,00*	2,80*
General service employee	5,00*	1,00*
Off-sales attendant	9,00	2,00
Water/Wine steward	9,00*	2,00*

* Denotes "plus free meals while on duty" but does not include a general service employee in a bottle-store.

Signed at Pietermaritzburg this 24th day of March 1987.

R. R. SINGH,
Chairman.

L. REDDY,
Vice-Chairman.

R. W. DORSE,
Secretary.

No. R. 1553

17 July 1987

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PORT NATAL.— AMENDMENT 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 (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 20 July 1987 and for the period ending 2 August 1987, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 20 July 1987 and for the period ending 2 August 1987, 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 BUILDING INDUSTRY, PORT NATAL

AGREEMENT FOR THE DURBAN AREA

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

Natal Master Builders' and Allied Industries Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

	<i>Vier uur of minder</i>	<i>Daarna, per uur of gedeelte daarvan</i>
	R	R
Los werknemers		
Kroegman/Kroegvrou	11,00*	2,80*
Algemenedienstewerknemer	5,00*	1,00*
Buiteverkoopbediener	9,00	2,00
Kelner/Wynkelner	9,00*	2,00*

* Dui aan "plus vry etes terwyl op diens" maar dit omvat nie 'n algemenedienstewerknemer in 'n drankwinkel nie.

Op hede die 24ste dag van Maart 1987 te Pietermaritzburg onderteken.

R. R. SINGH,
Voorsitter.

L. REDDY,
Ondervoorsitter.

R. W. DORSE,
Sekretaris.

No. R. 1553

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PORT NATAL.— WYSIGING VAN HOOFOOREENKOMS

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 20 Julie 1987 en vir die tydperk wat op 2 Augustus 1987 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van 20 Julie 1987 en vir die tydperk wat op 2 Augustus 1987 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 BOUNYWERHEID, PORT NATAL

OOREENKOMS VIR DIE DURBANSE GEBIED

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

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

being the parties to the Industrial Council for the Building Industry, Port Natal,

to amend the Agreement, published under Government Notice R. 119 of 21 January 1983, as amended and renewed by Government Notices R. 2394 of 28 October 1983, R. 813 of 27 April 1984, R. 2353 and R. 2354 of 26 October 1984, R. 1038 and R. 1039 of 10 May 1985, R. 2402 of 25 October 1985, R. 610 of 4 April 1986, R. 1067 of 30 May 1986, R. 1629 of 1 August 1986, R. 2211 of 24 October 1986, R. 2572 of 5 December 1986, R. 2725 of 24 December 1986, R. 841 of 16 April 1987, R. 943 of 30 April 1987 and R. 1131 of 29 May 1987.

1. SCOPE OF APPLICATION

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

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

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

- (a) 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;
- (b) not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff;
- (c) apply to foremen and general foremen.

2. CLAUSE 30 OF PART I.—MINIMUM WAGE RATES

In subclause (1), substitute the following for the table of wage rates:

"Category of employee"	Per hour R
(a) General workers.....	1,80
(b) Plant operators, ceiling and partition workers and waterproofing workers.....	2,18
(c) Deemed learners employed in terms of clause 11 (5):	
(i) Second year.....	2,01
(ii) Third year.....	2,56
(iii) Fourth year.....	3,65
(d) Driver of goods vehicle, the laden mass of which, excluding the laden mass of any trailer or trailers attached to or drawn by such vehicle is—	
(i) up to and including 3 500 kg.....	1,98
(ii) over 3 500 kg and up to and including 9 000 kg.....	2,18
(iii) over 9 000 kg.....	2,77
(e) Block layers and waterproofing team leaders	2,56
	Per day R
(f) Employees engaged in patrolling premises and guarding property.....	16,20
	Per hour R
(g) Artisan's assistants, carpet fitters and floor layers.....	3,65
(h) (i) Artisans and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices	5,10
(ii) Craftsmen.....	5,74
(iii) Master craftsmen.....	6,38
(i) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first year apprentices.
(j) Foremen and general foremen.....	The rate laid down for master craftsmen.

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Natal, om die Ooreenkoms, gepubliseer by Goewermenskennisgewing R. 119 van 21 Januarie 1983, soos gewysig en hernieu by Goewermenskennisgewings R. 2394 van 28 Oktober 1983, R. 813 van 27 April 1984, R. 2353 en R. 2354 van 26 Oktober 1984, R. 1038 en R. 1039 van 10 Mei 1985, R. 2402 van 25 Oktober 1985, R. 610 van 4 April 1986, R. 1067 van 30 Mei 1986, R. 1629 van 1 Augustus 1986, R. 2211 van 24 Oktober 1986, R. 2572 of 5 Desember 1986, R. 2725 van 24 Desember 1986, R. 841 van 16 April 1987, R. 943 van 30 April 1987 en R. 1131 van 29 Mei 1987 te wysig.

1. TOEPASSINGSBESTEK

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

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

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

- (a) op vakleerlinge en kwekelinge van toepassing slegs vir sover dit strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens voorgeskryf of kennisgewings wat daarkragtens bestel is nie;
- (b) nie op klerke of op werknemers wat administratiewe pligte verrig of op 'n lid van 'n administratiewe personeel van toepassing nie;
- (c) op voormanne en algemene voormanne van toepassing.

2. KLOUSULE 30 VAN DEEL I.—MINIMUM LOONSKALE

In subklousule (1), vervang die loontabel deur die volgende:

"Kategorie werknemer"	Per uur R
(a) Algemene werkers.....	1,80
(b) Uitrustingsbedieners, plafon- en afskortingswerkers en waterdigtingswerkers.....	2,18
(c) Erkende leerlinge in diens ingevolge klousule 11 (5):	
(i) Tweede jaar.....	2,01
(ii) Derde jaar.....	2,56
(iii) Vierde jaar.....	3,65
(d) Drywer van 'n goederevoertuig waarvan die belaste massa, uitgesonderd die belaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig gekoppel is of daardeur getrek word—	
(i) tot en met 3 500 kg is.....	1,98
(ii) meer as 3 500 kg en tot en met 9 000 kg is.....	2,18
(iii) meer as 9 000 kg is.....	2,77
(e) Blokleers en waterdigtingspanleiers.....	2,56
	Per dag R
(f) Werknemers wat persele patrolleer en eiendomme bewaak.....	16,20
	Per uur R
(g) Ambagsman se assistente, matinstalleerders en vloerleërs.....	3,65
(h) (i) Ambagsmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge.....	5,10
(ii) Vakmanne.....	5,74
(iii) Meestervakmanne.....	6,38
(i) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(j) Voormanne en algemene voormanne.....	Die loon wat vir meestervakmanne voorgeskryf word.

Category of employee	Per hour R	Kategorie werknemer	Per uur R
(k) Learners serving under contracts of learnership registered in terms of clause 11 (4):		(k) Leerlinge wat diens doen ingevolge leerling-kontrakte wat ooreenkomstig klousule 11 (4) gereistreer is:	
(i) First year	1,85	(i) Eerste jaar	1,85
(ii) Second year	2,01	(ii) Tweede jaar	2,01
(iii) Third year	2,56	(iii) Derde jaar	2,56
(iv) Fourth year	3,65	(iv) Vierde jaar	3,65
(l) Trainee block layers, carpet fitters and floor layers serving under contracts of traineeship registered in terms of clause 11 (1):		(l) Kwekeling-bloklêers, -matinstalleerders en vloerlêers wat diens doen ingevolge kwekelingkontrakte wat ooreenkomstig klousule 11 (1) gereistreer is:	
(i) First year	1,85	(i) Eerste jaar	1,85
(ii) Second year	2,01	(ii) Tweede jaar	2,01
(iii) Third year	2,56"	(iii) Derde jaar	2,56"

3. CLAUSE 80 OF PART II.—MINIMUM WAGE RATES

In subclause (1), substitute the following for the table of wage rates:

"Category of employee	Per hour R
(a) General workers	1,80
(b) Manufacturing workers	1,85
(c) Joinery assemblers	2,56
	Per day R
(d) Employees engaged in patrolling premises and guarding property	16,20
	Per hour R
(e) Artisan's assistants and machine operators	3,65
(f) Learners serving under contracts of learnership registered in terms of clause 69 (3):	
(i) First year	1,85
(ii) Second year	2,01
(iii) Third year	2,56
(iv) Fourth year	3,65
(g) Trainee machine operators serving under contracts of traineeship registered in terms of clause 69 (1)	
(i) First year	2,01
(ii) Second year	2,56
(h) (i) Artisans and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices	5,10
(ii) Craftsmen	5,74
(ii) Master craftsmen	6,38
(i) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first year apprentices.
(j) Foremen	The rate laid down for master craftsmen"

3. KLOUSULE 80 VAN DEEL II.—MINIMUM LOONSKALE

In subklousule (1), vervang die loontabel deur die volgende:

"Kategorie werknemer	Per uur R
(a) Algemene werkers	1,80
(b) Vervaardigingswerkers	1,85
(c) Skrynwerkmontereers	2,56
	Per dag R
(d) Werknemers wat persele patroleer en eiendomme bewaak	16,20
	Per uur R
(e) Ambagsman se assistente en masjienbedieners	3,65
(f) Leerlinge wat diens doen ingevolge leerling-kontrakte wat ooreenkomstig klousule 69 (3) gereistreer is:	
(i) Eerste jaar	1,85
(ii) Tweede jaar	2,01
(iii) Derde jaar	2,56
(iv) Vierde jaar	3,65
(g) Kwekeling-masjienbedieners wat diens doen ingevolge kwekelingkontrakte wat ooreenkomstig klousule 69 (1) gereistreer is:	
(i) Eerste jaar	2,01
(ii) Tweede jaar	2,56
(h) (i) Ambagsmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge	5,10
(ii) Vakmanne	5,74
(ii) Meestervakmanne	6,38
(i) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(j) Voormanne	Die loon wat vir meestervakmanne voorgeskryf word"

Signed at Durban, on behalf of the parties, this 30th day of April 1987.

M. LIPSHITZ,
Chairman.R. D. PICKLES,
Member.K. H. DAVEL,
Secretary.

Namens die partye op hede die 30ste dag van April 1987 te Durban onderteken.

M. LIPSHITZ,
Voorsitter.R. D. PICKLES,
Lid.K. H. DAVEL,
Sekretaris.

No. R. 1561

17 July 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RENEWAL OF ISPA SUBGROUP 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. 1579 of 19 July 1985, to be effective from the date of publication of this notice and for the period ending 30 June 1988.

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

No. R. 1562

17 July 1987

LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG.—AMENDMENT 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 (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 11 April 1988, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 11 April 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 Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (JOHANNESBURG)

AGREEMENT

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweetmaking Industry (Johannesburg),

to amend the Agreement published under Government Notice R. 1117 of 27 May 1983, as renewed and amended by Government Notices R. 2302 and R. 2303 of 26 October 1984 and R. 2719 and R. 2720 of 24 December 1986.

No. R. 1561

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER- STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERNUWING VAN ISPA-SUBGROEPOORENKOMS

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 Goewermentskennisgewing R. 1579 van 19 Julie 1985, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1988 eindig.

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

No. R. 1562

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

LEKKERGOEDNYWERHEID, JOHANNESBURG.—WYSIGING VAN HOOFOORENKOMS

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 11 April 1988 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 April 1988 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 LEKKERGOEDNYWERHEID (JOHANNESBURG)

OOREENKOMS

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg),

om die ooreenkoms, gepubliseer by Goewermentskennisgewing R. 1117 van 27 Mei 1983, soos hernieu en gewysig by Goewermentskennisgewings R. 2302 en R. 2303 van 26 Oktober 1984 en R. 2719 en R. 2720 van 24 Desember 1986, te wysig.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and all employees who are members of the trade union; and
- (b) in the Magisterial District of Johannesburg (excluding those portions which, prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort, excluding those portions which were, in terms of Government Notice 1618 of 2 October 1970, transferred from the Magisterial Districts of Roodepoort, Kempton Park and Germiston, and excluding those portions which were in terms of Government Notice 871 of 26 May 1972, transferred from the Magisterial District of Kempton Park) and in those portions of the Magisterial Districts of Kempton Park and Randburg which, prior to the publication of Government Notice 553 of 29 March 1956 and prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), respectively, fell within the Magisterial District of Johannesburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in the Agreement and to the employers of such employees.

2. CLAUSE 3.—DEFINITIONS

(1) In subclause (1), after the definition "cloakroom attendant", insert the following new definition:

"daily shift" means the regular ordinary hours the establishment works on one day;".

3. CLAUSE 4.—REMUNERATION

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

"(2) (a) *Casual employee.*—A casual employee shall be paid for each day or part of a day of employment not less than the weekly wage or, in the case of a rising scale, the weekly wage of a qualified employee prescribed for an employee performing the same class of work as such casual employee is required to perform, divided by 45, multiplied by the number of working hours per daily shift, plus 10 per cent."

(2) Substitute the following for subclause (6) (a):

"(6) (a) *Calculation of wages.*—The daily wage of any employee, other than a casual employee, shall be calculated by dividing his wage by 45, multiplied by the number of working hours per daily shift."

4. CLAUSE 6.—HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

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

"(1) *Ordinary hours of work.*—(a) The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- (i) 45 in any week from Monday to Saturday inclusive; and
- (ii) subject to subparagraph (i) hereof, nine hours on any day.

(b) Establishments which elect to work a six-day week, shall register with the Council the number of their working hours per daily shift."

(2) Substitute the following for subclause (6):

"(6) *Overtime.*—All time worked by an employee in excess of the number of working hours per daily shift shall be deemed to be overtime."

5. CLAUSE 7.—ANNUAL LEAVE

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

"(ii) In the case of an employee referred to in paragraph (b), an amount of not less than the weekly wage due to him immediately before the commencement of such leave, divided by 45, multiplied by the number of working hours per daily shift, in respect of each day thereof."

6. CLAUSE 8.—SICK LEAVE

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

"(1) An employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, 24 work-days' sick leave in the aggregate during each cycle of two years of employment and shall pay him in respect of each such day, one forty-fifth of the weekly wage which he was receiving immediately prior to the commencement of such leave, multiplied by the number of working hours per daily shift. The employee shall submit within one week of absence a certificate, signed by a registered medical practitioner, in respect of each period of absence from work covering more than two consecutive days for which payment is claimed: Provided that when an employee has during any period of up to

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is; en
- (b) in die landdrostdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermentskennisgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964 binne die landdrostdistrik Roodepoort geval het, uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing 1618 van 2 Oktober 1970 vanaf die landdrostdistrikte Roodepoort, Kempton Park en Germiston oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing 871 van 26 Mei 1972 vanaf die landdrostdistrik Kempton Park oorgeplaas is) en in daardie gedeeltes van die landdrostdistrikte Kempton Park en Randburg wat onderskeidelik voor die publikasie van Goewermentskennisgewing 553 van 29 Maart 1956 en voor 1 Januarie 1975. (Goewermentskennisgewing 2152 van 22 November 1974) binne die landdrostdistrik Johannesburg geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in die Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) In subklousule (1), voeg die volgende nuwe omskrywing in na die omskrywing "kleedkamerversorger":

"daaglikse skof" die gereelde gewone ure wat die bedryfsinrigting op een dag werk;".

3. KLOUSULE 4.—BESOLDIGING

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

"(2) (a) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens die weekloon betaal word of, in die geval van 'n stygende skaal, die weekloon van 'n gekwalifiseerde werknemer voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat die los werknemer moet verrig, gedeel deur 45, vermenigvuldig met die getal werkure per daaglikse skof, plus 10 persent."

(2) Vervang subklousule (6) (a) deur die volgende:

"(6) (a) *Berekening van lone.*—Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, moet bereken word deur sy weekloon deur 45 te deel en dan te vermenigvuldig met die getal werkure per daaglikse skof."

4. KLOUSULE 6.—WERKURE, GEWONE EN OORTYD-, EN BESOLDIGING VIR OORTYDWERK

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

"(1) *Gewone werkure.*—(a) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is hoogstens—

- (i) 45 in 'n week van Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i) hiervan nege op 'n dag.

(b) Bedryfsinrigtings wat verkies om ses dae per week te werk moet hul getal werkure per daaglikse skof by die Nywerheidsraad laat registreer."

(2) Vervang subklousule (6) deur die volgende:

"(6) *Oortydwerk.*—Alle tyd wat 'n werknemer langer as die getal werkure per daaglikse skof werk moet geag word oortydwerk te wees."

5. KLOUSULE 7.—JAARLIKSE VERLOF

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

"(1) (ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens die weekloon aan hom verskuldig onmiddellik voor die aanvang van die verlof, gedeel deur 45, vermenigvuldig met die getal werkure per daaglikse skof, vir elke dag van sodanige verlof."

6. KLOUSULE 8.—SIEKTEVERLOF

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

"(1) 'n Werkgewer moet aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van sy werk afwesig is altesaam 24 werk-dae siekteverlof gedurende elke siklus van twee jaar diens toestaan en hom vir elke sodanige dag, 'n vyf en veertigste van die weekloon betaal wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het, vermenigvuldig met die getal werkure per daaglikse skof. Die werknemer moet binne 'n week van die afwesigheid 'n sertifikaat voorlê, onderteken deur 'n geregistreerde mediese praktisyn, ten opsigte van elke tydperk van afwesigheid wat strek oor meer as twee agtereenvolgende dae en waarvoor daar betaling geëis word: Met dien verstande dat, indien 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede

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. Where an employee has already received payment in terms of this clause from any previous employer or employers during any cycle of two years of employment an employer shall be entitled to deduct the number of days' sick leave thus paid from the number of days' sick leave the employee is entitled to in terms of this clause in respect of the year of employment to which such leave relates, and for the purposes hereof the employee's previous sick leave shall be determined from the information furnished in Annexure B to this Agreement."

7. CLAUSE 9.—PUBLIC HOLIDAYS AND SUNDAYS

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

"(1) *Public Holidays*.—An employee, other than a watchman, shall be entitled to and be granted leave on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill, and shall be paid in respect of each such day falling within the working week not less than his weekly wage, divided by 45, multiplied by the number of working hours per daily shift: Provided that an employee may be required to work on any such day."

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

"(2) *Payment for work on public holidays*.—(a) Whenever an employee, other than a casual employee and a watchman, works on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day or Day of Goodwill, his employer shall pay him for each such day not less than his weekly wage, divided by 45, multiplied by the number of working hours per daily shift, plus in respect of each hour or part of any hour so worked, such weekly rate divided by 45.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day or Day of Goodwill, his employer shall pay him for each such day not less than the daily total prescribed in clause 4 for a casual employee, plus such daily total, divided by the number of working hours per daily shift, for each hour or part of an hour so worked."

Signed at Johannesburg, on behalf of the parties this 15th day of April 1987.

R. A. H. BENNETT,
Chairman.

L. C. SCHEEPERS,
Vice-Chairman.

W. B. FLOWERS & CO.,
Secretaries.

betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die jongste sodanige geleentheid kan vereis dat hy ten opsigte van alle afwesigheid van sy werk so 'n sertifikaat voorlê. Wanneer 'n werknemer reeds gedurende 'n siklus van twee jaar diens van 'n vorige werkgever of werkgevers besoldiging ingevolge hierdie klousule ontvang het, is 'n werkgever daarop geregtig om die getal dae siekteverlof waarvoor aldus betaal is, af te trek van die getal dae siekteverlof waarop die werknemer ingevolge hierdie klousule ten opsigte van die diensjaar waarop dié verlof betrekking het, geregtig is, en vir die toepassing hiervan moet die werknemer se vorige siekteverlof vasgestel word volgens die inligting wat in Aanhangsel B van hierdie Ooreenkoms verstrek word."

7. KLOUSULE 9.—OPENBARE VAKANSIEDAE EN SONDAE

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

"(1) *Openbare Vakansiedae*.—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof, en moet verlof toegestaan word, op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Welwillendheidsdag, en moet vir elke sodanige dag wat binne die werkweek val, minstens sy weekloon, gedeel deur 45 en vermenigvuldig met die getal werkure per daaglikse skof, betaal word: Met dien verstande dat daar van 'n werknemer vereis kan word om op enigen van die dae te werk."

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

"(2) *Besoldiging vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer en 'n wag, op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag of Welwillendheidsdag werk, moet sy werkgever hom vir elke sodanige dag minstens die weekloon, gedeel deur 45 en vermenigvuldig met die getal werkure per daaglikse skof, plus die weekloon, gedeel deur 45, betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag of Welwillendheidsdag werk, moet sy werkgever hom vir elke sodanige dag minstens die daaglikse totaal betaal wat in klousule 4 vir 'n los werknemer voorgeskryf word, plus sodanige daaglikse totaal, gedeel deur die getal werkure per daaglikse skof, vir elke uur of gedeelte van 'n uur aldus gewerk."

Namens die partye op hede die 15de dag van April 1987 te Johannesburg onderteken.

R. A. H. BENNETT,
Voorsitter.

L. C. SCHEEPERS,
Ondervoorsitter.

W. B. FLOWERS EN KIE.,
Sekretarisse.

No. R. 1563

17 July 1987

LABOUR RELATIONS ACT, 1956

SWEET MANUFACTURING INDUSTRY, EAST LONDON.—RENEWAL OF 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. 2810 of 31 December 1982, R. 512 of 16 March 1984 and R. 844 of 12 April 1985, to be effective from the date of publication of this notice and for the period ending 31 December 1987.

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

No. R. 1563

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

LEKKERGOEDNYWERHEID, OOS-LONDEN.—HERNUWING VAN OOREENKOMS

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 bepalings van Goewermentskennisgewings R. 2810 van 31 Desember 1982, R. 512 van 16 Maart 1984 en R. 844 van 12 April 1985, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1987 eindig.

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

No. R. 1564

17 July 1987

LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, EAST LONDON.—
AMENDING 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 1987, upon the employer and the trade union which entered into the Amending Agreement and upon the employers who are members of the said union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1987, 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 SWEET MANUFACTURING
INDUSTRY, EAST LONDON

AGREEMENT

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

Wilson-Rowntree (Pty) Ltd

(hereinafter referred to as the "employer"), of the one part, and the

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweet Manufacturing Industry, East London,

to amend the Agreement published under Government Notice R. 2810 of 31 December 1982, as amended and extended by Government Notices R. 512 of 16 March 1984, R. 1951 of 7 September 1984 and R. 844 of 12 April 1985.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Sweet Manufacturing Industry—

- (a) by the employer and by all employees of the employer who are members of the trade union;
- (b) in the Magisterial District of East London, excluding that portion which, prior to 4 September 1981 (Government Notice 1877 of 4 September 1981), fell within the Ciskei.

2. CLAUSE 4.—REMUNERATION

(1) In subclause (1), substitute the following for the existing table:

	Per week
	R
"Artisan.....	261,41
Assistant despatch clerk.....	126,93
Assistant foreman.....	187,31
Assistant storeman.....	130,32
Boilerman.....	155,07
Canteen assistant.....	126,00
Chargehand.....	168,75

No. R. 1564

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

LEKKERGOEDNYWERHEID, OOS-LONDEN.—
WYSIGING VAN 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 (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 1987 eindig, bindend is vir die werkgever en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1987 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID,
OOS-LONDEN

OOREENKOMS

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

Wilson-Rowntree (Pty) Ltd

(hierna die "werkgever" genoem), aan die een kant, en die

Sweet Workers' Union

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2810 van 31 Desember 1982, soos gewysig en verleng by Goewermentskennisgewings R. 512 van 16 Maart 1984, R. 1951 van 7 September 1984 en R. 844 van 12 April 1985, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Lekkergoednywerheid nagekom word—

- (a) deur die werkgever en deur alle werknemers van die werkgever wat lede is van die vakvereniging;
- (b) in die landdrostdistrik Oos-Londen, uitgesonderd daardie gedeelte wat voor 4 September 1981 (Goewermentskennisgewing 1877 van 4 September 1981) binne die Ciskei geval het.

2. KLOUSULE 4.—BESOLDIGING

(1) In subklousule (1), vervang die bestaande tabel deur die volgende:

	Per week
	R
"Ambagsman.....	261,41
Assistent-versendingsklerk.....	126,93
Assistent-voorman.....	187,31
Assistent-magasynman.....	130,32
Ketelman.....	155,07
Eethuis-assistent.....	126,00
Onderbaas.....	168,75

	Per week R
Clerical employee, qualified	141,94
Clerical employee, fourth year	135,96
Clerical employee, third year	133,06
Clerical employee, second year	129,99
Clerical employee, first year	126,93
Despatch clerk	141,94
Factory clerk, qualified	130,32
Factory clerk, first year	126,93
Foreman	250,00
Forklift operator (see Vehicle driver).	
Grade I employee	128,85
Grade II employee	126,93
Group leader	135,65
Handyman	131,28
Laboratory assistant/sampler, qualified	142,11
Laboratory assistant/sampler, second year	135,96
Laboratory assistant/sampler, first year	133,06
Laboratory assistant/sampler, first three months	129,99
Labourer	126,00
Storeman	147,61
Sweetmaker, qualified	153,09
Sweetmaker, fourth year	139,19
Sweetmaker, third year	131,77
Sweetmaker, second year	127,90
Sweetmaker, first year	126,12
Security guard	126,76
Vehicle driver:	
Extra-heavy vehicle (over 16 000 kg)	151,47
Heavy vehicle (9 001 kg to 16 000 kg)	140,97
Medium vehicle (3 501 kg to 9 000 kg)	129,99
Light vehicle (up to 3 500 kg)	128,85
Forklift operator	131,28"

(2) Substitute the following for subclause (6):

"(6) *Attendance Bonus*.—In addition to any other remuneration which may be due to an employee for whom wages are prescribed in terms of this clause, an employer shall pay such employee a weekly attendance bonus of R12,50. This attendance bonus, to be applied at a rate of R2,50 per day worked, shall be accumulated in a special account and incur interest at the current rate. It shall be paid out as a lump sum together with the annual bonus prior to the Christmas shutdown. This attendance bonus shall be paid in respect of any week in which the employee has—

- worked the number of ordinary hours of work prescribed in terms of clause 6 (1); or
- where the employer normally requires an employee to work a lesser number of ordinary hours than those prescribed in terms of clause 6 (1), worked such lesser number of ordinary hours; or
- been absent on leave in terms of clause 7."

3. CLAUSE 8.—LEAVE BONUS

Substitute the following for subclause (1):

"(1) The employer shall grant an employee, other than a casual or seasonal employee, in respect of each completed 12 months' employment, a leave bonus equivalent to two weeks' basic weekly wage, excluding any payments in respect of overtime worked, Sundays worked, public holidays worked, bonuses or shift and other allowances:) Provided that—

- the leave bonus shall accrue from 1 January to 31 December of each year and shall be calculated by dividing the employee's total of normal basic weekly wages earned during the year by 52 and multiplying the amount so calculated by two or, where an employee has been in employment for less than 52 weeks, by dividing the said wages by the actual number of weeks worked;
- the leave bonus shall only be paid to employees who are in the employer's service on 31 December of the year in which the bonus is paid;
- the leave bonus shall be paid to an employee who qualifies in terms of this clause by the employer on a convenient date in December."

Signed at East London, as authorised, for and on behalf of the parties, this 19th day of March 1987.

G. MILLAR,
Chairman of the Council.

R. MOPP,
Vice-Chairman of the Council.

S. HAMILTON,
Secretary of the Council.

	Per week R
Klerk, gekwalifiseer	141,94
Klerk, vierde jaar	135,96
Klerk, derde jaar	133,06
Klerk, tweede jaar	129,99
Klerk, eerste jaar	126,93
Versendingsklerk	141,94
Fabrieksklerk, gekwalifiseer	130,32
Fabrieksklerk, eerste jaar	126,93
Voorman	250,00
Bediener van 'n vrughyser (sien Voertuigdrywer).	
Werknemer graad I	128,85
Werknemer graad II	126,93
Groepleier	135,65
Faktotum	131,28
Laboratoriumassistent/monsternemer, gekwalifiseer	142,11
Laboratoriumassistent/monsternemer, tweede jaar	135,96
Laboratoriumassistent/monsternemer, eerste jaar	133,06
Laboratoriumassistent/monsternemer, eerste drie maande	129,99
Arbeider	126,00
Magasynman	147,61
Lekkergoedmaker, gekwalifiseer	153,09
Lekkergoedmaker, vierde jaar	139,19
Lekkergoedmaker, derde jaar	131,77
Lekkergoedmaker, tweede jaar	127,90
Lekkergoedmaker, eerste jaar	126,12
Veiligheidswag	126,76
Voertuigdrywer:	
Ekstra-swaar voertuig (meer as 16 000 kg)	151,47
Swaar voertuig (9 001 kg tot 16 000 kg)	140,97
Medium voertuig (3 501 kg tot 9 000 kg)	129,99
Ligte voertuig (tot 3 500 kg)	128,85
Bediener van 'n vrughyser	131,28"

(2) Vervang subklousule (6) deur die volgende:

"(6) *Bywoningsbonus*.—Benewens ander besoldiging wat verskuldig is aan 'n werknemer vir wie lone in hierdie klousule voorgeskryf word, moet 'n werkgewer aan sodanige werknemer 'n bywoningsbonus van R12,50 per week betaal. Hierdie bywoningsbonus wat teen R2,50 per dag verdien moet word, moet in 'n spesiale rekening inbetaal word en rente teen die heersende rentekoers ooploop. Dit moet as 'n ronde bedrag uitbetaal word saam met die jaarlikse bonus net voordat die fabriek vir Kersfees sluit. Hierdie bywoningsbonus moet uitbetaal word ten opsigte van enige week waarin—

- die werknemer die getal gewone werkure soos in klousule 6 (1) voorgeskryf, gewerk het; of
- indien die werkgewer normaalweg vereis dat die werknemer minder ure werk as dié in klousule 6 (1) voorgeskryf, die werknemer daardie kleiner getal ure gewerk het; of
- die werknemer afwesig was met verlof ingevolge klousule 7."

3. KLOUSULE 8.—VERLOFBONUS

Vervang subklousule (1), deur die volgende:

"(1) Die werkgewer moet aan die werknemer, behalwe 'n los werknemer of 'n seisoenwerknemer, ten opsigte van elke voltooide 12 maande diens 'n verlofbonus gelykstaande met twee weke se basiese weekloon toestaan, uitgesonderd betalings ten opsigte van oortyd gewerk, Sondae gewerk, openbare vakansiedae gewerk, bonusse of skofte en ander toelae: Met dien verstande dat—

- die verlofbonus vanaf 1 Januarie tot 31 Desember elke jaar ooploop en bereken moet word deur die werknemer se totale gewone basiese weekloon, in die loop van die jaar verdien, te deel deur 52 en die bedrag aldus bereken te vermenigvuldig met twee of, indien die werknemer minder as 52 weke in diens was, deur die genoemde loon te deel deur die aantal weke waarin die werknemer werklik gewerk het;
- die verlofbonus slegs aan werknemers betaal moet word wat in diens van die werkgewer staan op 31 Desember van die jaar waarin die bonus betaal word;
- die verlofbonus deur die werkgewer op 'n geskikte datum in Desember betaal moet word aan die werknemer wat ingevolge hierdie klousule kwalifiseer."

Soos gemagtig, op hede die 19de dag van Maart 1987 vir en namens die partye in Oos-Londen onderteken.

G. MILLAR,
Voorsitter van die Raad.

R. MOPP,
Ondervoorsitter van die Raad.

S. HAMILTON,
Sekretaris van die Raad.

No. R. 1565

17 July 1987

LABOUR RELATIONS ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—AMENDMENT OF BENEFIT FUNDS—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 May 1994, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 8 to 22, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY (TRANSVAAL)

BENEFIT FUNDS AGREEMENT

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

Bedding Manufacturers' Association of the Transvaal

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

National Union of Furniture and Allied Workers of South Africa

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

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

to amend the Agreement published under Government Notice R. 366 of 27 February 1981, as amended and extended by Government Notices R. 2365 of 30 October 1981, R. 2678 of 4 December 1981, R. 986 of 21 May 1982, R. 1818 of 27 August 1982, R. 2797 of 31 December 1982, R. 1021 of 13 May 1983, R. 2563 of 25 November 1983 and R. 747 of 13 April 1984.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Bedding Manufacturing Industry (Transvaal)—

- (a) by all employers who are members of the employers' organisation and are engaged in the Bedding Manufacturing Industry (Transvaal) and by all employees who are members of the trade union and are employed in the said Industry;
- (b) in the Province of the Transvaal.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement:

No. R. 1565

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—WYSIGING VAN BYSTANDSFONDSE—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 (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 Mei 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 8 tot 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID (TRANSVAAL)

BYSTANDSFONDSEOOREENKOMS

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

Bedding Manufacturers' Association of the Transvaal

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

National Union of Furniture and Allied Workers of South Africa

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

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

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 366 van 27 Februarie 1981, soos gewysig en verleng by Goewermmentskennisgewing R. 2365 van 30 Oktober 1981, R. 2678 van 4 Desember 1981, R. 986 van 21 Mei 1982, R. 1818 van 27 Augustus 1982, R. 2797 van 31 Desember 1982, R. 1021 van 13 Mei 1983, R. 2563 van 25 November 1983 en R. 747 van 13 April 1984, te wysig.

1. TOEPASSINGBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Beddegoednywerheid (Transvaal) nagekom word—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en betrokke is by die Beddegoednywerheid (Transvaal) en deur alle werknemers wat lede is van die vakvereniging en werksaam is in genoemde Nywerheid;
- (b) in die provinsie Transvaal.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers soos in die Hofooreenkoms omskryf.

2. CLAUSE 1. SCOPE OF APPLICATION OF AGREEMENT

(1) Insert the following subclause after subclause (1) (b).

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement.

CHAPTER I**3. CLAUSE 3.—DEFINITIONS**

(1) In the definition "dependant", insert the following new subclause (a) (v):

"(v) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (a) (i) or (ii) or (iii) be established, the nomination of the beneficiary shall be deemed invalid."

CHAPTER II**4. CLAUSE 2.—ADMINISTRATION OF THE FUND**

(1) In subclause (3), substitute the expression "30 September" for the expression "28 February" wherever it occurs in the subclause.

5. CLAUSE 4.—CONTRIBUTIONS

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

"(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ the amount specified in the applicable column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in the applicable column B of Annexure A to this Agreement."

(2) Insert the following new subclause (1) (d):

"(d) Every employer shall pay a contribution in respect of each working employer equal to the sum of column B of Annexure A to this Agreement."

6. CLAUSE 5.—BENEFITS

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

"(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) and (d) shall be entitled to the following benefits:"

(2) Insert the following new subclause (2bis) after subclause (2):

"(2bis) Any amount over and above that which has been contributed by an employee and any interest accrued thereon which is due to such member in terms of this clause may, at the discretion of the Council, be withheld or reduced where such employee has been dismissed by his employer for any cause recognised by law as sufficient."

7. CLAUSE 6.—INTEREST AND BONUSES

(1) In subclause (1), substitute the expression "30 September" for the expression "28 February" wherever it occurs in this subclause.

(2) In subclause (3) (a), substitute the expression "30 September" for the expression "28 February".

(3) In subclause (3) (d), substitute the expression "30 September" for the expression "28 February" wherever it occurs in this subclause.

CHAPTER III**8. CLAUSE 3.—MEMBERSHIP**

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

"(b) Notwithstanding the provisions of paragraph (a), membership shall further, at the discretion of the Medical Committee, be open to any other person engaged in the Industry, other than casual employees, who apply to become members, on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe."

9. CLAUSE 5.—ADMISSION OF DEPENDANTS

(1) In paragraph (b) (ii), substitute the expression "not exceeding the amount of pension payable by the State from time to time" for the expression "not exceeding R60 per month."

(2) In paragraph (b) (iii), after the word "resident.", delete the expression "provided they are resident in the Republic of South Africa;"

2. KLOUSULE 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Voeg die volgende subklousule in na subklousule (1) (b).

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers soos in die Hofooreenkoms omskryf.

HOOFSTUK I**3. KLOUSULE 3.—WOORDOMSKRYWING**

(1) In die omskrywing "afhanklike", voeg die volgende nuwe subklousule (a) (v) in:

"(v) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (a) (i) of (ii) of (iii) genoem, die benoeming van 'n begunstigde as ongeldig beskou moet word;"

HOOFSTUK II**4. KLOUSULE 2.—ADMINISTRASIE VAN DIE FONDS**

(1) In subklousule (3), vervang die uitdrukking "28 Februarie", waar dit ook al in die subklousule voorkom, deur die uitdrukking "30 September".

5. KLOUSULE 4.—BYDRAES

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

"(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag ná die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondswaek van die loon van elke lid in sy diens die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkoms gemeld word. By die bedrag aldus afgetrek, moet die werkgewer 'n bydrae voeg soos in die toepaslike kolom B van Aanhangsel A van hierdie Ooreenkoms gemeld word."

(2) Voeg die volgende nuwe subklousule (1) (d) in:

"(d) Elke werkgewer moet 'n bydrae gelyk aan die som van kolom B van Aanhangsel A van hierdie Ooreenkoms ten opsigte van elke werkende werkgewer betaal."

6. KLOUSULE 5.—BYSTAND

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

"(2) (a) Behoudens klousule 4 van hierdie Hoofstuk is 'n lid in subklousule (1) (a) en (d) bedoel, geregtig, op ondervermelde bystand:"

(2) Voeg die volgende nuwe subklousule (2bis) in na subklousule (2):

"(2bis) Enige bedrag, bo en behalwe die wat deur 'n werknemer bygedra is, en die rente daarop, wat ingevolge hierdie klousule aan so 'n werknemer verskuldig is, kan na die Raad se goeëdunke teruggehou of vermindert word indien so 'n werknemer om 'n wettige rede deur sy werkgewer ontslaan is."

7. KLOUSULE 6.—RENTE EN BONUSSE

(1) In subklousule (1), vervang die uitdrukking "28 Februarie", waar dit ook so in die subklousule voorkom, deur die uitdrukking "30 September".

(2) In subklousule (3) (a), vervang die uitdrukking "28 Februarie" deur die uitdrukking "30 September".

(3) In subklousule (3) (d), vervang die uitdrukking "28 Februarie", waar dit ook al in die subklousule voorkom, deur die uitdrukking "30 September".

HOOFSTUK III**8. KLOUSULE 3.—LIDMAATSKAP**

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

"(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goeëdunke van die Mediese Komitee, oop vir enige ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat aansoek doen om lede te word op sodanige voorwaardes rakende bydraes aan die Genootskap en andersins, as wat die Mediese Komitee van tyd tot tyd voorskryf."

9. KLOUSULE 5.—TOELATING VAN AFHANKLIKES

(1) In paragraaf (b) (ii), vervang die uitdrukking "van hoogstens R60 per maand" deur die uitdrukking "van hoogstens die bedrag pensioen betaalbaar van tyd tot tyd deur die Staat".

(2) In paragraaf (b) (iii), na die woord "toelaat," skrap die uitdrukking "mits hulle in die Republiek van Suid-Afrika woonagtig is."

10. CLAUSE 6.—MEMBERSHIP CARDS

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

“(2) (d) a dependant becoming the recipient of a pension exceeding the amount of pension payable by the State from time to time and children under the age of 18 years who become recipients of an income exceeding R60 per month;”

(2) In subclause (4), substitute the figure “R5” for the figure “R1”.

11. CLAUSE 7.—SUBSCRIPTIONS

Substitute the following for clause 7:

“7. SUBSCRIPTIONS

(1) Subscriptions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II as follows:

Members and learners who are members of the Fund as at the date upon which this Agreement comes into operation, R5,74 per week, made up of R2,87 from the contributions of the member and R2,84 from the contributions of the employer.

(2) Subscriptions by other than compulsory members shall be determined from time to time by the Medical Committee and shall be payable monthly in advance to the secretary of the Society.”

12. CLAUSE 8.—BENEFITS

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

“(4) A member and his dependants shall, subject to the provisions of paragraph (n) hereunder, be entitled to the following benefits:”

(2) In subclause (4) (d), substitute the expression “15 per cent of the total cost of such medicines and drugs or R5, whichever amount is the greater;” for the expression “10 per cent of the total cost of such medicines and drugs;”

(3) Substitute the following for subclause (4) (j):

“(4) (j) cost of spectacles, subject to a maximum of R100 once every two years for the lenses and R50 for the first frame only, provided the member has contributed to the Sick Benefit Society for at least one year;”

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

“(4) (k) cost of dentures, subject to a maximum of R200 once every five years, provided the member has contributed to the Sick Benefit Society for at least one year;”

(5) Substitute the following for subclause (4) (l):

“(4) (l) cost of dental examination, treatment and surgery, subject to a maximum of R200 per annum, provided a member has contributed to the Sick Benefit Society for at least one year;”

(6) Insert the following new subclause (4) (n):

“(4) (n) The maximum annual benefits in respect of dependants who do not normally reside with the member and who have been admitted as dependants in lieu of clause 5 (b) (iii), shall be determined by the Medical Committee from time to time.”

13. CLAUSE 9.—SICK PAY

(1) Substitute the following for clause 9:

“9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay during any 12 calendar months as laid down in the following table during the first five ordinary working days of such absence: Provided that a medical certificate for the first five days of absence shall be issued by the same medical practitioner:

AMOUNT OF SICK PAY TO BE PAID

Number of ordinary working days absent through illness	Number of days sick pay which is paid	Sick pay based on weekly wage up to R32,49	Sick pay based on weekly wage between R32,50 and R47,49	Sick pay based on weekly wage of R47,50 and more
		R	R	R
1	—	—	—	—
2	—	—	—	—
3	1	4	6	8
4	2	8	12	16
5	5	20	30	40

10. KLOUSULE 6.—LIDMAATSKAPKAARTE

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

“(2) (d) die feit dat 'n afhanklike 'n pensioen van meer as die wat van tyd tot tyd deur die Staat betaal word begin ontvang en kinders onder die ouderdom van 18 jaar wat 'n inkomste van meer as R60 per maand begin ontvang;”

(2) In subklousule (4), vervang die syfer “R1” deur die syfer “R5”.

11. KLOUSULE 7.—LEDEGELD

Vervang klousule 7 deur die volgende:

“7. LEDEGELD

(1) Ledegeld deur verpligte lede betaal, moet kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms bepaal, en wel soos volg:

Lede en leerlinge wat op die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds is, R5,74 per week, synde R2,87 van die lid se bydraes en R2,87 van die werkgewer se bydraes.

(2) Ledegeld van ander lede as verpligte lede moet van tyd tot tyd deur die Mediese Komitee bepaal word en is maandeliks vooruitbetaalbaar aan die sekretaris van die Genootskap.”

12. KLOUSULE 8.—BYSTAND

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

“(4) Behoudens paragraaf (n) hieronder is 'n lid en sy afhanklikes op die volgende bystand geregtig:”

(2) In subklousule 4 (d), vervang die uitdrukking “10 persent van die totale koste van sodanige medisyne en drogerie” deur die uitdrukking “15 persent van die totale koste van sodanige medisyne en drogerie of R5, naamlik die grootste bedrag;”

(3) Vervang subklousule (4) (j) deur die volgende:

“(4) (j) koste van brille, behoudens 'n maksimum van R100 een maal elke twee jaar ten opsigte van die lense en R50 ten opsigte van die eerste raam, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;”

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

“(4) (k) koste van kunsgebitte, behoudens 'n maksimum van R200 een maal elke vyf jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;”

(5) Vervang subklousule (4) (l) deur die volgende:

“(4) (l) koste van tandheelkundige ondersoek, behandeling en chirurgie, behoudens 'n maksimum van R200 per jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het.”

(6) Voeg die volgende nuwe subklousule (4) (n) in:

“(4) (n) Die maksimum jaarlikse bystand ten opsigte van afhanklikes wat nie gewoonlik by die betrokke lid inwoon nie en wat behoudens klousule 5 (b) (iii) as afhanklikes toegelaat word, moet van tyd tot tyd deur die Mediese Komitee bepaal word.”

13. KLOUSULE 9.—SIEKTEBESOLDIGING

(1) Vervang klousule 9 deur die volgende:

“9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk weg te bly, is, behoudens klousules 3 en 5 van die regulasies, geregtig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit, gedurende die eerste vyf gewone werkdade van sodanige afwesigheid: Met dien verstande dat 'n mediese sertifikaat vir die eerste vyf dae van afwesigheid deur dieselfde mediese praktisyn uitgereik word:

SIEKTEBESOLDIGING WAT BETAAL MOET WORD

Getal gewone werkdade afwesig weens siekte	Getal dae waarop siektebesoldiging betaal word	Siektebesoldiging gebaseer op weekloon tot R32,49	Siektebesoldiging gebaseer op weekloon tussen R32,50 en R47,49	Siektebesoldiging gebaseer op weekloon vanaf R47,50 en meer
		R	R	R
1	—	—	—	—
2	—	—	—	—
3	1	4	6	8
4	2	8	12	16
5	5	20	30	40

Should a member's period of absence through sickness exceed five working days, he shall be paid sick pay for each working day of absence through sickness not exceeding a further 35 working days at the daily rate reflected in the Schedule below:

Ordinary earnings per week according to Council records	Daily rate of sick pay
	R
Employees earning up to R32,49	4
Employees earning between R32,50 and R47,49	6
Employees earning R47,50 and more	8

Saturday and Sunday and paid public holidays shall for purposes of sick-pay calculations not be considered to be working days.

Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick-pay medical certificate prescribed in Annexure A to the regulations.

(2) Notwithstanding the provisions of subclause (1), the Management Committee may at its discretion make *ex gratia* sick pay payments to members on such terms and conditions as it may determine, in deserving cases, for a further period of 40 days."

14. CLAUSE 10.—LIMITATION OF BENEFITS

(1) Insert the following new subclause (1) (o):

"(1) (o) any ailment or condition which, in the opinion of the Medical Committee, after consultation with the Chief Medical Officer, a member and/or his dependants are suffering from as at the date of admission as a member or dependant, as the case may be."

15. CLAUSE 13.—POWERS AND DUTIES OF THE MEDICAL COMMITTEE

(1) In paragraph (c), insert the expression "or suspend" after the word "remove".

16. CLAUSE 14.—FINANCIAL CONTROL

(1) In subclause (5), substitute the expression "30 September" for the expression "28 February".

(2) In subclause (6), substitute the expression "30 September" for the expression "28 February" wherever it occurs in this subclause.

CHAPTER IV

17. CLAUSE 2.—OBJECTS

(1) Insert the following new subclause (1) (d) after subclause (1) (c):

"(d) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (1) (a) or (b) or (c) be established, the nomination of a beneficiary shall be deemed invalid."

18. CLAUSE 5.—MORTALITY BENEFITS

(1) In subclause (1) (a), substitute the figure "R300" for the figure "R150".

(2) In subclause (1) (b), substitute the figure "R300" for the figure "R250".

(3) In subclause (2), substitute the figure "R250" for the figure "R180".

19. CLAUSE 9.—FINANCIAL CONTROL

(1) In subclause (3), substitute the expression "30 September" for the expression "28 February".

(2) In subclause (4), substitute the expression "30 September" for the expression "28 February" wherever it occurs in this subclause.

CHAPTER V

20. CLAUSE 4.—SUBSCRIPTIONS

(1) In subclause (1), substitute the figure "8" for the figure "22".

21. CLAUSE 5.—BURIAL BENEFITS

(1) In subclause (1) (a), substitute the figure "R350" for the figure "R300".

(2) In subclause (1) (b), substitute the figure "R250" for the figure "R200".

(3) In subclause (1) (c), substitute the figure "R150" for the "R100".

As 'n lid se tydperk van afwesigheid weens siekte langer as vyf werkdade duur, moet hy siektebesoldiging betaal word vir elke werkdag van afwesigheid weens siekte, van hoogstens 'n verdere 35 werkdade teen die dagtarief in die Bylae hieronder gemeld:

Gewone verdienste per week volgens die Raad se registers	Dagtarief van siektebesoldiging
	R
Werknemers wat tot R32,49 verdien	4
Werknemers wat tussen R32,50 en R47,49 verdien	6
Werknemers wat R47,50 en meer verdien	8

Vir die berekening van siektebesoldiging word Saterdag en Sondag en openbare vakansiedae met besoldiging nie as werkdade geag nie.

Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike doktersertifikaat insake siektebesoldiging wat in Aanhangel A van die regulasies voorgeskrif word.

(2) Ondanks subklousule (1), kan die Bestuurskomitee in verdienstelike gevalle na goedgekeurde *ex gratia*-betalings vir siektebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal."

14. KLOUSULE 10.—BEPERKING VAN BYSTAND

(1) Voeg die volgende nuwe subklousule (1) (o) in:

"(1) (o) enige siekte of ongesteldheid waaraan, na die mening van die Mediese Komitee na oorlegpleging met die Hoof Mediese Beampte, 'n lid en/of sy afhanklikes ly op die datum van toelating as 'n lid of afhanklike, na gelang van die geval."

15. KLOUSULE 13.—BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

(1) In paragraaf (c), voeg die uitdrukking "of skors" in na die woord "onthef".

16. KLOUSULE 14.—FINANSIËLE BEHEER

(1) In subklousule (5), vervang die uitdrukking "28 Februarie" deur die uitdrukking "30 September".

(2) In subklousule (6), vervang die uitdrukking "28 Februarie", waar dit ook al in die subklousule voorkom, deur die uitdrukking "30 September".

HOOFSTUK IV

17. KLOUSULE 2.—DOELSTELLINGS

(1) In subklousule (1), voeg die volgende nuwe paragraaf (d) in na paragraaf (c):

"(d) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (1) (a) of (b) of (c) genoem, die benoeming van 'n begunstigde as ongeldig beskou moet word."

18. KLOUSULE 5.—STERFTBYSTAND

(1) In subklousule (1) (a), vervang die syfer "R150" deur die syfer "R300".

(2) In subklousule (1) (b), vervang die syfer "R250" deur die syfer "R300".

(3) In subklousule (2), vervang die syfer "R180" deur die syfer "R250".

19. KLOUSULE 9.—FINANSIËLE BEHEER

(1) In subklousule (3), vervang die uitdrukking "28 Februarie" deur die uitdrukking "30 September".

(2) In subklousule (4), vervang die uitdrukking "28 Februarie", waar dit ook al in die subklousule voorkom, deur die uitdrukking "30 September".

HOOFSTUK V

20. KLOUSULE 4.—LEDEGELD

(1) In subklousule (1), vervang die syfer "22" deur die syfer "8".

21. KLOUSULE 5.—BEGRAFNISBYSTAND

(1) In subklousule (1) (a), vervang die syfer "R300" deur die syfer "R350".

(2) In subklousule (1) (b), vervang die syfer "R200" deur die syfer "R250".

(3) In subklousule (1) (c), vervang die syfer "R100" deur die syfer "R150".

22. CLAUSE 9.—FINANCIAL CONTROL

(1) In subclause (3), substitute the expression "30 September" for the expression "28 February".

(2) In subclause (4), substitute the expression "30 September" for the expression "28 February" wherever it occurs in this subclause.

23. Insert the following new Annexure A:**"ANNEXURE A**

Schedule of total deductions and contributions to the Provident Fund for the Bedding Manufacturing Industry, Transvaal, the Transvaal Bedding Workers' Sick Benefit Society, the Transvaal Bedding Workers' Mortality Association and the Transvaal Bedding Workers' Burial Society to be made in terms of clause 4 (1) (a) and (d) of Chapter II of the Agreement:

	A Employee's weekly deductions from wage	B Employer's weekly contribution
Employee for whom wages are prescribed in the Main Agreement	5 per cent of normal wage, plus R2,98	5 per cent of normal wage, plus R2,98.
Working employers as defined in the Main Agreement published under Government Notice R. 1879 of 12 September 1986	Nil	10 per cent of the highest minimum wage prescribed in the Main Agreement, plus R5,96."

Signed at Johannesburg, on behalf of the parties, this 31st day of October 1986.

I. LASAROW,

Chairman of the Council.

S. M. LE ROUX,

Vice-Chairman of the Council.

P. C. SMIT,

Secretary of the Council.

No. R. 1566

17 July 1987

LABOUR RELATIONS ACT, 1956**FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.—AMENDMENT OF BENEFIT FUNDS 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 May 1994, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 9 to 23,

shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the

22. KLOUSULE 9.—FINANSIËLE BEHEER

(1) In subklausule (3) vervang die uitdrukking "28 Februarie" deur die uitdrukking "30 September".

(2) In subklausule (4), vervang die uitdrukking "28 Februarie", waar dit ook al in die subklausule voorkom, deur die uitdrukking "30 September".

23. Voeg die volgende nuwe Aanhangsel A in:**"AANHANGSEL A**

Lys van totale aftrekkings en bydraes aan die Voorsorgfonds vir die Meubbelnywerheid, Transvaal, die Siektebystandsgenootskap vir Transvaalse Meubelwerkers, die Sterftebystandsvereniging vir Transvaalse Meubelwerkers en die Begrafnisgenootskap vir Transvaalse Meubelwerkers wat kragtens klousule 4 (1) (a) en (d) van Hoofstuk II van die Ooreenkoms gedoen moet word:

	A Weeklikse aftrekkings van werknemer se loon	B Weeklikse bydrae deur werkgever
Werknemers vir wie lone in die Hoof-ooreenkoms voorgeskryf word	5 persent van die gewone loon, plus R2,98	5 persent van die gewone loon, plus R2,98.
Werkende werkgevers soos omskryf in die Hoof-ooreenkoms gepubliseer by Goewermentskennisgewing R. 1879 van 12 September 1986	Nul	10 persent van die hoogste minimum loon voorgeskryf in die hoof-ooreenkoms, plus R5,96."

Namens die partye op hede die 31ste dag van Oktober 1986 te Johannesburg onderteken.

I. LASAROW,

Voorsitter van die Raad.

S. M. LE ROUX,

Ondervoorsitter van die Raad.

P. C. SMIT,

Sekretaris van die Raad.

No. R. 1566

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956**MEUBELNYWERHEID, TRANSVAAL.—WYSIGING VAN BYSTANDSFONDSE-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 (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 Mei 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 9 tot 23,

met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in

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 FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

BENEFIT FUND AGREEMENT

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

Transvaal Furniture and Upholstery Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

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

to amend the Agreement published under Government Notice R. 363 of 27 February 1981, as amended and extended by Government Notices R. 2364 of 30 October 1981, R. 2674 of 4 December 1981, R. 987 of 21 May 1982, R. 1820 of 27 August 1982, R. 2798 of 31 December 1982, R. 1022 of 13 May 1983, R. 2564 of 25 November 1983 and R. 748 of 13 April 1984,

1. SCOPE OF APPLICATION

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed in the Furniture Manufacturing Industry, respectively;
- (b) in the Province of the Transvaal and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

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

- (a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder.

2. CLAUSE 1.—SCOPE OF APPLICATION

(1) Insert the following subclause after subclause (1) (b).

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

- (a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder.

CHAPTER I

3. CLAUSE 3.—DEFINITIONS

(1) Insert the following new subclause (a) (v) in the definition "dependant":

"(v) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (a) (i) or (ii) or (iii) be established, the nomination of a beneficiary shall be deemed invalid;"

CHAPTER II

4. CLAUSE 2.—ADMINISTRATION OF THE FUND

In subclause (3), substitute the expression "30 September" for the expression "28 February" wherever it occurs in the subclause.

paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in kousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, TRANSVAAL

BYSTANDSFONDSE-OOREENKOMS

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

Transvaal Furniture and Upholstery Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

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

om die ooreenkoms gepubliseer by Goewermenskennisgewing R. 363 van 27 Februarie 1981, soos gewysig en verleng by Goewermenskennisgewings R. 2364 van 30 Oktober 1981, R. 2674 van 4 Desember 1981, R. 987 van 21 Mei 1982, R. 1820 van 27 Augustus 1982, R. 2798 van 31 Desember 1982, R. 1022 van 13 Mei 1983, R. 2564 van 25 November 1983 en R. 748 van 13 April 1984, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Meubelnywerheid betrokke of daarin werk-saam is;
- (b) in die provinsie Transvaal en in die landdrostdistrik Vryburg soos dit op 24 Junie 1960 saamgestel was.

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

- (a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers soos in die Hofooreenkoms omskryf;
- (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Voeg die volgende subkousule in na subkousule (1) (b).

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

- (a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers soos in die Hofooreenkoms omskryf;
- (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie.

HOOFSTUK I

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) In die omskrywing "afhanklike", voeg die volgende nuwe subkousule (a) (v) in:

"(v) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (a) (i) of (ii) of (iii) genoem, die benoeming van 'n begunstigde as ongeldig beskou moet word;"

HOOFSTUK II

4. KLOUSULE 2.—ADMINISTRASIE VAN DIE FONDS

In subkousule (3), vervang die uitdrukking "28 Februarie", waar dit ook al in die subkousule voorkom, deur die uitdrukking "30 September".

5. CLAUSE 4.—CONTRIBUTIONS

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

“(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ the amount specified in the applicable column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in the applicable column B of Annexure A to this Agreement.”

(2) Insert the following new subclause (1) (d):

“(d) Every employer shall pay a contribution in respect of each working employer equal to the sum of column B of Annexure A to this Agreement.”

6. CLAUSE 5.—BENEFITS

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

“(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) and (d) shall be entitled to the following benefits:”

(2) Insert the following new subclause (2bis) after subclause (2):

“(2bis) Any amount over and above that which has been contributed by an employee and any interest accrued thereon, which is due to such member in terms of this clause may, at the discretion of the Council, be withheld or reduced where such employee has been dismissed by his employer for any cause recognised by law as sufficient.”

7. CLAUSE 6.—INTEREST AND BONUSSES

(1) In subclause (1), substitute the expression “30 September” for the expression “28 February” wherever it occurs in the subclause.

(2) In subclause (3) (a), substitute the expression “30 September” for the expression “28 February”.

(3) In subclause (3) (d), substitute the expression “30 September” for the expression “28 February” wherever it occurs in the subclause.

8. CLAUSE 7.—EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) Insert the following new subclause (9):

“(9) Notwithstanding anything to the contrary contained in this clause, the Fund may only be liquidated upon a unanimous decision by the Council.”

CHAPTER III**9. CLAUSE 3.—MEMBERSHIP**

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

“(b) Notwithstanding the provisions of paragraph (a), membership shall further, at the discretion of the Medical Committee, be open to any other persons engaged in the Industry, other than casual employees, who apply to become members on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.”

10. CLAUSE 5.—ADMISSION OF DEPENDANTS

(1) In paragraph (b) (ii), substitute the expression “not exceeding the amount of pension payable by the State from time to time” for the expression “not exceeding R60 per month.”

(2) In paragraph (b) (iii), after the word “resident,” delete the expression “provided they are resident in the Republic of South Africa;”

11. CLAUSE 6.—MEMBERSHIP CARDS

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

“(2) (d) a dependant becoming the recipient of a pension exceeding the amount of pension payable by the State from time to time and children under the age of 18 years who become recipients of an income exceeding R60 per month;”

(2) In subclause (4), substitute the figure “R5” for the figure “R1”.

12. CLAUSE 7.—SUBSCRIPTIONS

Substitute the following for clause 7:

“7. SUBSCRIPTIONS

(1) Subscriptions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II as follows:

Members, apprentices and learners who are members of the fund as at the date upon which this Agreement comes into operation, R5,74 per week, made up of R2,87 from the contributions of the member and R2,87 from the contributions of the employer.

5. KLOUSULE 4.—BYDRAES

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

“(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag ná die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondswaek van die loon van elke lid in sy diens die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkoms gemeld word. By die bedrag aldus afgetrek, moet die werkgewer ’n bydrae voeg soos in die toepaslike kolom B van Aanhangsel A van hierdie Ooreenkoms gemeld word.”

(2) Voeg die volgende nuwe subklousule (1) (d) in:

“(d) Elke werkgewer moet ’n bydrae gelyk aan die som van kolom B van Aanhangsel A van hierdie Ooreenkoms ten opsigte van elke werkende werkgewer betaal.”

6. KLOUSULE 5.—BYSTAND

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

“(2) (a) Behoudens klousule 4 van hierdie Hoofstuk is ’n lid in subklousule (1) (a) en (d) bedoel, geregtig, op ondervermelde bystand:”

(2) Voeg die volgende nuwe subklousule (2bis) in na subklousule (2):

“(2bis) Enige bedrag, bo en behalwe die wat deur ’n werknemer bygedra is, en die rente daarop, wat ingevolge hierdie klousule aan so ’n werknemer verskuldig is, kan na die Raad se goedgekeurde teruggehou of verminder word indien so ’n werknemer om ’n wettige rede deur sy werkgewer ontslaan is.”

7. KLOUSULE 6.—RENTE EN BONUSSE

(1) In subklousule (1), vervang die uitdrukking “28 Februarie”, waar dit ook in dié subklousule voorkom, deur die uitdrukking “30 September”.

(2) In subklousule (3) (a) vervang die uitdrukking “28 Februarie” deur die uitdrukking “30 September”.

(3) In subklousule (3) (d) vervang die uitdrukking “28 Februarie” waar dit ook al in die subklousule voorkom deur die uitdrukking “30 September”.

8. KLOUSULE 7.—VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Voeg die volgende nuwe subklousule (9) in:

“(9) Ondanks andersluidende bepalings in hierdie klousule, kan die Fonds alleenlik gelikwideer word deur ’n eenparige besluit van die Raad.”

HOOFSTUK III**9. KLOUSULE 3.—LIDMAATSKAP**

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

“(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goedgekeurde van die Mediese Komitee oop vir alle ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat aansoek doen om lede te word op sodanige voorwaardes rakende bydraes aan die Genootskap en andersins as wat die Mediese Komitee van tyd tot tyd voorskryf.”

10. KLOUSULE 5.—TOELATING VAN AFHANKLIKES

(1) In paragraaf (b) (ii), vervang die uitdrukking “van hoogsens R60 per maand” deur die uitdrukking “van hoogstens die bedrag pensioen betaalbaar van tyd tot tyd deur die Staat”.

(2) In paragraaf (b) (iii), na die woord “toelaat,” skrap die uitdrukking “mits hulle in die Republiek van Suid-Afrika woonagtig is.”

11. KLOUSULE 6.—LIDMAATSKAPKAAARTE

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

“(2) (d) die feit dat ’n afhanklike ’n pensioen van meer as dié wat van tyd tot tyd deur die Staat betaal word, begin ontvang en kinders onder die ouderdom van 18 jaar wat ’n inkomste van meer as R60 per maand begin ontvang;”

(2) In subklousule (4), vervang die syfer “R1” deur die syfer “R5”.

12. KLOUSULE 7.—LEDEGELD

Vervang klousule 7 deur die volgende:

“7. LEDEGELD

(1) Ledegeld deur verpligte lede betaal, moet kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes in klousule 4 (1) (a) van Hoofstuk II bepaal, en wel soos volg:

Lede, vakleerlinge en leerlinge wat op die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds is, R5,74 per week, synde R2,87 van die lid se bydraes en R2,87 van die werkgewer se bydraes.

(2) Subscriptions by other than compulsory members shall be determined from time to time by the Medical Committee and shall be payable monthly in advance to the secretary of the Society."

13. CLAUSE 8.—BENEFITS

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

"(4) A member and his dependants shall, subject to the provisions of paragraph (n) hereunder, be entitled to the following benefits:"

(2) In subclause (4) (d), substitute the expression "15 per cent of the total cost of such medicines and drugs or R5, whichever amount is the greater;" for the expression "10 per cent of the total costs of such medicines and drugs;"

(3) Substitute the following for subclause (4) (j):

"(4) (j) cost of spectacles, subject to a maximum of R100 once every two years for the lenses and R50 for the first frame only, provided the member has contributed to the Sick Benefit Society for at least one year;"

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

"(4) (k) cost of dentures, subject to a maximum of R200 once every five years, provided the member has contributed to the Sick Benefit Society for at least one year;"

(5) Substitute the following for subclause (4) (l):

"(4) (l) cost of dental examination, treatment and surgery, subject to a maximum of R200 per annum, provided a member has contributed to the Sick Benefit Society for at least one year;"

(6) Insert the following new subclause (4) (n):

"(4) (n) The maximum annual benefits in respect of dependants who do not normally reside with the member and who have been admitted as dependants in terms of clause 5 (b) (iii) shall be determined by the Medical Committee from time to time."

14. CLAUSE 9.—SICK PAY

(1) Substitute the following for clause 9:

"9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay during any 12 calendar months as laid down in the following table during the first five ordinary working days of such absence: Provided that a medical certificate for the first five days of absence shall be issued by the same medical practitioner:

AMOUNT OF SICK PAY TO BE PAID

Number of ordinary working days absent through illness	Number of days sick pay which is paid	Sick pay based on weekly wage up to R32,49	Sick pay based on weekly wage between R32,50 and R47,49	Sick pay based on weekly wage of R47,50 and more
		R	R	R
1	—	—	—	—
2	—	—	—	—
3	1	4	6	8
4	2	8	12	16
5	5	20	30	40

Should a member's period of absence through sickness exceed five working days he shall be paid sick pay for each working day of absence through sickness not exceeding a further 35 working days at the daily rate reflected in the Schedule below:

Ordinary earnings per week according to Council records

Daily rate of sick pay

Employees earning up to R32,49 4
Employees earning between R32,50 and R47,49 6
Employees earning R47,50 and more 8

Saturday and Sunday and paid public holidays shall for purposes of sick-pay calculations not be considered to be working days.

Sick pay shall only be payable to a member upon presentation of the Society of a completed official sick pay medical certificate prescribed in Annexure A to the regulations.

(2) Ledegeld van ander lede as verpligte lede moet van tyd tot tyd deur die Mediese Komitee bepaal word en is maandeliks vooruitbetaalbaar aan die sekretaris van die Genootskap."

13. KLOUSULE 8.—BYSTAND

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

"(4) Behoudens paragraaf (n) hieronder, is 'n lid en sy afhanklikes op die volgende bystand geregtig:"

(2) In subklousule (4) (d), vervang die uitdrukking "10 persent van die totale koste van sodanige medisyne en drogerie" deur die uitdrukking "15 persent van die totale koste van sodanige medisyne en drogerie of R5, naamlik die grootste bedrag;"

(3) Vervang subklousule (4) (j) deur die volgende:

"(4) (j) koste van brille, behoudens 'n maksimum van R100 een maal elke twee jaar ten opsigte van die lense en R50 ten opsigte van die eerste raam, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;"

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

"(4) (k) koste van kunsgebitte, behoudens 'n maksimum van R200 een maal elke vyf jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;"

(5) Vervang subklousule (4) (l) deur die volgende:

"(4) (l) koste van tandheelkundige ondersoek, behandeling en chirurgie, behoudens 'n maksimum van R200 per jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;"

(6) Voeg die volgende nuwer subklousule (4) (n) in:

"(4) (n) Die maksimum jaarlikse bystand ten opsigte van afhanklikes wat nie gewoonlik by die betrokke lid inwoon nie en wat, behoudens klousule 5 (b) (iii) as afhanklikes toegelaat word, moet van tyd tot tyd deur die Mediese Komitee bepaal word."

14. KLOUSULE 9.—SIEKTEBESOLDIGING

(1) Vervang klousule 9 deur die volgende:

"9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk weg te bly, is, behoudens klousules 3 en 5 van die regulasies, geregtig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit, gedurende die eerste vyf gewone werkdade van sodanige afwesigheid: Met dien verstande dat 'n mediese sertifikaat vir die eerste vyf dae van afwesigheid deur dieselfde mediese praktisyn uitgereik word:

SIEKTEBESOLDIGING WAT BETAAL MOET WORD

Getal gewone werkdade afwesig weens siekte	Getal dae waarop siektebesoldiging betaal word	Siektebesoldiging gebaseer op weekloon tot R32,49 R47,49	Siektebesoldiging gebaseer op weekloon tussen R32,50 en en meer	Siektebesoldiging gebaseer op weekloon van R47,50
		R	R	R
1	—	—	—	—
2	—	—	—	—
3	1	4	6	8
4	2	8	12	16
5	5	20	30	40

As 'n lid se tydperk van afwesigheid weens siekte langer as vyf werkdade duur, moet hy siektebesoldiging betaal word vir elke werkdag van afwesigheid weens siekte, van hoogstens 'n verdere 35 werkdade teen die dagtarief in die Bylae hieronder gemeld:

Gewone verdienste per week volgens die Raad se registers

Dagtarief van siektebesoldiging

Werknemers wat tot R32,49 verdien 4
Werknemers wat tussen R32,50 en R47,49 verdien 6
Werknemers wat R47,50 en meer verdien 8

Vir die berekening van siektebesoldiging word Saterdag en Sondag en openbare vakansiedae met besoldiging nie as werkdade geag nie.

Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike doktersertifikaat insake siektebesoldiging wat in Aanhangsel A van die regulasies voorgeskrif word.

(2) Notwithstanding the provisions of subclause (1), the Management Committee may at its discretion make *ex gratia* sick pay payments to members on such terms and conditions as it may determine, in deserving cases, for a further period of 40 days.

15. CLAUSE 10.—LIMITATION OF BENEFITS

(1) Insert the following new subclause (1) (o):

“(1) (o) any ailment or condition which, in the opinion of the Medical Committee, after consultation with the Chief Medical Officer, a member and/or his dependants are suffering from as at the date of admission as a member or dependant, as the case may be.”

16. CLAUSE 13.—POWERS AND DUTIES OF THE MEDICAL COMMITTEE

(1) In paragraph (c), insert the expression “or suspend” after the word “remove”

17. CLAUSE 14.—FINANCIAL CONTROL

(1) In subclause (5), substitute the expression “30 September” for the expression “28 February”.

(2) In subclause (6), substitute the expression “30 September” for the expression “28 February” wherever it occurs in the subclause.

CHAPTER IV

18. CLAUSE 2.—OBJECTS

(1) Insert the following new subclause (1) (d) after subclause (1) (c):

“(d) a beneficiary nominated by a member where at the date of nomination there is no dependent: Provided that should a dependant under (1) (a) or (b) or (c) be established, the nomination of a beneficiary shall be deemed invalid.”

19. CLAUSE 5.—MORTALITY BENEFITS

(1) In subclause (1) (a), substitute the figure “R300” for the figure “R150”.

(2) In subclause (1) (b), substitute the figure “R300” for the figure “R250”.

(3) In subclause (2), substitute the figure “R250” for the figure “R180”.

20. CLAUSE 9.—FINANCIAL CONTROL

(1) In subclause (3), substitute the expression “30 September” for the expression “28 February”.

(2) In subclause (4), substitute the expression “30 September” for the expression “28 February” wherever it occurs in the subclause.

CHAPTER V

21. CLAUSE 4.—SUBSCRIPTIONS

(1) In subclause (1), substitute the figure “8” for the figure “22”.

22. CLAUSE 5.—BURIAL BENEFITS

(1) In subclause (1) (a), substitute the figure “R350” for the figure “R300”.

(2) In subclause (1) (b), substitute the figure “R250” for the figure “R200”.

(3) In subclause (1) (c), substitute the figure “R150” for the figure “R100”.

23. CLAUSE 9.—FINANCIAL CONTROL

(1) In subclause (3), substitute the expression “30 September” for the expression “28 February”.

(2) In subclause (4), substitute the expression “30 September” for the expression “28 February” wherever it occurs in the subclause.

24. Insert the following new Annexure A:

“ANNEXURE A

Schedule of total deductions and contributions to the Provident Fund for the Furniture Manufacturing Industry, Transvaal, the Transvaal Furniture Workers' Sick Benefit Society, the Transvaal Furniture Workers' Mortality Association and the Transvaal Furniture Workers' Burial Society to be made in terms of clause 4 (1) (a) and (d) of Chapter II of the Agreement:

(2) Ondanks subklousule (1) kan die Bestuurskomitee in verdienstelike gevalle na goeë dunks *ex gratia*-betalings vir sietebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal.

15. KLOUSULE 10.—BEPERKING VAN BYSTAND

(1) Voeg die volgende nuwe subklousule (1) (o) in:

“(1) (o) enige siekte of ongesteldheid waaraan, na die mening van die Mediese Komitee na oorlegpleging met die Hoof Mediese Beampste, 'n lid en/of sy afhanklikes by op die datum van toelating as 'n lid of afhanklike, na gelang van die geval.”

16. KLOUSULE 13.—BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

(1) In paragraaf (c), voeg die uitdrukking “of skors” in na die woord “onthef”.

17. KLOUSULE 14.—FINANSIËLE BEHEER

(1) In subklousule (5), vervang die uitdrukking “28 Februarie” deur die uitdrukking “30 September”.

(2) In subklousule (6), vervang die uitdrukking “28 Februarie”, waar dit ook al in die subklousule voorkom, deur die uitdrukking “30 September”.

HOOFSTUK IV

18. KLOUSULE 2.—DOELSTELLINGS

(1) In subklousule (1), voeg die volgende nuwe paragraaf (d) in na paragraaf (c):

“(d) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (1) (a) of (b) of (c) genoem, die benoeming van 'n begunstigde as ongeldig beskou moet word.”

19. KLOUSULE 5.—STERFTEBYSTAND

(1) In subklousule (1) (a), vervang die syfer “R150” deur die syfer “R300”.

(2) In subklousule (1) (b), vervang die syfer “R250” deur die syfer “R300”.

(3) In subklousule (2), vervang die syfer “R180” deur die syfer “R250”.

20. KLOUSULE 9.—FINANSIËLE BEHEER

(1) In subklousule (3), vervang die uitdrukking “28 Februarie” deur die uitdrukking “30 September”.

(2) In subklousule (4), vervang die uitdrukking “28 Februarie”, waar dit ook al in die subklousule voorkom, deur die uitdrukking “30 September”.

HOOFSTUK V

21. KLOUSULE 4.—LEDEGELD

(1) In subklousule (1), vervang die syfer “22” deur die syfer “8”.

22. KLOUSULE 5.—BEGRAFNISBYSTAND

(1) In subklousule (1) (a), vervang die syfer “R300” deur die syfer “R350”.

(2) In subklousule (1) (b), vervang die syfer “R200” deur die syfer “R250”.

(3) In subklousule (1) (c), vervang die syfer “R100” deur die syfer “R150”.

23. KLOUSULE 9.—FINANSIËLE BEHEER

(1) In subklousule (3), vervang die uitdrukking “28 Februarie” deur die uitdrukking “30 September”.

(2) In subklousule (4), vervang die uitdrukking “28 Februarie”, waar dit ook al in die subklousule voorkom, deur die uitdrukking “30 September”.

24. Voeg die volgende nuwe Aanhangel A in:

“AANHANGSEL A

Lys van totale aftrekkings en bydraes aan die Voorsorgfonds vir die Meubelnywerheid, Transvaal, die Siektebystandsgenootskap vir Transvaalse Meubelwerkers, die Sterftebystandsvereniging vir Transvaalse Meubelwerkers en die Begrafnisgenootskap vir Transvaalse Meubelwerkers wat kragtens klousule 4 (1) (a) en (d) van Hoofstuk II van die Ooreenkomste gedoen moet word:

	A Employee's weekly deduc- tions from wage	B Employer's weekly contribution		A Weeklikse aftrek- kings van werk- nemer se loon	B Weeklikse bydrae deur werkgever
Employees for whom wages are pre-scribed in the Main Agreement	5 per cent of normal wage, plus R2,98	5 per cent of normal wage, plus 2,98.	Werknemers vir wie lone in die hoof-ooreenkoms voor-geskryf word	5 persent van die ge-wone loon, plus R2,98	5 persent van die ge-wone loon plus 2,98.
Working employers as defined in the Main Agreement published under Gov-ernment Notice R. 1878 of 12 Sep-tember 1986	Nil	10 per cent of the highest minimum wage prescribed in the Main Agree-ment, plus R5,96."	Werkende werkge-wers soos omskryf in die hoofooreen-koms gepubliseer by Goewernments-kennisgewing R. 1878 van 12 Sep-tember 1986	Nul	10 persent van die hoogste minimum loon voorgeskryf in die hoofooreen-koms, plus R5,96."

Signed at Johannesburg, on behalf of the parties, this 31st day of October 1986.

I. LASAROW,

Chairman of the Council.

S. M. LE ROUX,

Vice-Chairman of the Council.

P. C. SMIT,

Secretary of the Council.

Namens die partye op hede die 31ste dag van Oktober 1986 te Johannes-burg onderteken.

I. LASAROW,

Voorsitter van die Raad.

S. M. LE ROUX,

Ondervoorsitter van die Raad.

P. C. SMIT,

Sekretaris van die Raad.

No. R. 1568

17 July 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METAL-LURGICAL INDUSTRY.—AMENDMENT OF MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Man-power, hereby—

- in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agree-ment (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1988, 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 organisa-tions or unions; and
- 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) (d), 2 and proviso (vi) (aa) and (ab) of Schedule F to clause 12, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 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 Amending Agreement.

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

No. R. 1568

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLUR-GIESE NYWERHEID.—WYSIGING VAN HOOFOOR-EENKOMS

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

- kragtens artikel 48 (1) (a) van die Wet op Arbeidsver-houding, 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 en Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1988 eindig, bindend is vir die werkgewers-organisasies en die vakverenings wat die Wysigings-ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgeson-derd dié vervat in klousules 1 (1) (d), 2 en voorbehoudsbepaling (vi) (aa) en (ab) van Skedule F van klousule 12, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1988 eindig, bin-dend 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 Onder-neming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesi-fiseer.

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

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
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
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
Eastern Province and Border Engineering and General Workers' Union
Electrical and Allied Workers' Trade Union of South Africa
Engineering and Allied Workers' Union of South Africa
Engineering Industrial and Mining 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
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,

to amend the Main Agreement published under Government Notice R. 1744 of 22 August 1986 (hereinafter referred to as the Re-enacting Agreement) and renewed by Government Notice R. 1567 of 17 July 1987.

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****HOOFOOREENKOMS**

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineer's 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
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Material 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
Eastern Province and Border Engineering and General Workers' Union
Electrical and Allied Workers' Trade Union of South Africa
Engineering and Allied Workers' Union of South Africa
Engineering Industrial and Mining 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,

om die Hoofooreenkoms, gepubliseer by Goewermentskennisgewing R. 1744 van 22 Augustus 1986 (hierna die Herbekragtigingsooreenkoms genoem), te wysig en hersien by Goewermentskennisgewing R. 1567 van 17 Julie 1987.

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

- (1) The terms of this Agreement shall be observed—
- in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;
 - in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
 - in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;
 - by all employers and employees who are members of the employers' organisations and trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—
- the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
 - 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 this Agreement in the Provinces of the Cape of Good Hope and the Orange Free State;
 - the manufacture of tungsten carbide (hard metal);
 - the 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;
 - 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;
 - the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;
 - 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;
 - 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;
 - the undertaking of Alusaf (Pty) Ltd in the Magisterial District of Lower Umfolozi;
 - the manufacture by mass production methods from sheet-metal of a gauge not exceeding 2 108 mm of—
 - 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;
 - bottle, jar and other container closures;
 - plain or lithographed metal toys;
 - plain or lithographed display tablets;

DEEL I**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

- (1) Hierdie Ooreenkoms moet nagegaan word—
- in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nederstelling van Walvisbaai;
 - in die provinsies Transvaal en Natal deur die sektor van die Nywerheid betrokke by die installasie, herstel en versiening van radio's, koelkaste en huishoudelike elektriese toestelle;
 - in die landdrostrikte Durban, Oos-Londen, Johannesburg, Pietersburg, Pinetown en Die Kaap deur die sektor van die Nywerheid betrokke by die vervaardiging van radio's;
 - deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—
- die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - 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 middel van 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 I van hierdie Ooreenkoms in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - die vervaardiging van wolframkarbid (harde metaal);
 - die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, toestelle en apparaat, of dit van hand-, fotografiese, meganiese, elektriese, elektrostasiese of elektroniese beginsels of enige kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik in rekeningkunde- en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
 - die Nywerheid vir die Vervaardiging van Hortjesblindes 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 en Natal;
 - die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëting en/of drukvormgiëting en/of warmpers en/of masjinerie;
 - die onderneming van die firma Union Steel Corporation of South Africa (Pty) Limited in die landdrostrik Vereeniging, Transvaal;
 - die Slotmakerybedryf in die landdrostrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
 - 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;
 - Die onderneming van Alusaf (Pty) Ltd in die landdrostrik Lower Umfolozi;
 - die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte van hoogstens 2 108 mm van—
 - 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;
 - deksels vir bottels, flesse en ander houers;
 - gewone of gelitografeerde metaalspeelgoed;
 - gewone of gelitografeerde vertoonplatte;

- (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 of a gauge 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—
- (a) the provisions of the sections relating to Leave Pay, Additional Leave Pay and Leave Bonus of Part I of this Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in this Agreement for Rate D employees whether paid weekly or monthly, but excluding payment for overtime;
- (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

For the purposes of this section, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative personnel and/or those employees employed on non-production operations.

- (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.—SPECIAL PROVISIONS

Substitute the following for section 3 of the Re-enacting Agreement:

"3. SPECIAL PROVISIONS

The provisions contained in sections 8 (3) (e), 8bis, 23 (as amended by section 8 of the Agreement published under Government Notice R. 1744 of 22 August 1986), 28 and 36 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, as amended, extended and re-enacted 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. 222 of 8 February 1985, R. 1577 of 19 July 1985 and R. 997 of 23 May 1986 (hereinafter referred to as the 'Former Agreement') shall apply to employers and employees."

3.—GENERAL PROVISIONS

Substitute the following for section 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by clause 5 of the Agreement published under Government Notice R. 1744 of 22 August 1986), 4, 5 (as amended by clause 6 of the Agreement published under Government Notice R. 1744 of 22 August 1986 and as further amended by clause 4 hereunder), 6, 7 (as amended by clause 5 hereunder), 8 (1) to 8 (3) (d), 8 (3) (f) to 8 (4), 9 (as amended by clause 6 hereunder), 10 to 12 (as amended by clause 7 hereunder), 12bis to 14 (as amended by clause 7 of the Agreement published under Government Notice R. 1744 of 22 August 1986 and as further amended by clause 8 hereunder), 14bis to 22, 24 (as amended by clause 9 hereunder), 25 to 27, 29, 29bis (as amended by clause 10 hereunder), 30 to 34 (as amended by clause 11 hereunder) and 35 (as amended by clause 9 of the Agreement published under Government Notice R. 1744 of 22 August 1986) of Part I, and Part II (as amended by clause 10 of the Agreement published under Government Notice R. 1744 of 22 August 1986 and as further amended by clause 12 hereunder) of the 'Former Agreement' shall apply to employers and employees."

- (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 houër.

(Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houër" '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 doppie of ander soort prop toegemaak kan word);

- (q) die vervaardiging uit tinplaat met 'n dikte 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 beperking van die Ooreenkoms tot die werksaamhede daarin gelys—
- (a) is die klousules aangaande Verlofbesoldiging, Addisionele Verlofbesoldiging en Verlofbonus in Deel I van hierdie Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk of meer is as dié wat in hierdie Ooreenkoms van tyd tot tyd voorgeskryf word vir Loon D-werknemers, hetsy weekliks of maandeliks besoldig, uitgesonderd betaling vir oortydwerk.
- (b) mag niemand wat regstreeks werksaam is in 'n vervaardigings- of produksieproses 'n loon ontvang wat minder is as die loon soos in Deel II van hierdie Ooreenkoms van tyd tot tyd vir 'n Loon I-werknemer voorgeskryf nie.

Vir die doeleindes van hierdie klousule is "werksaam in 'n vervaardigings- of produksieproses" van toepassing nie op werknemers wie se loonskale nie in hierdie Ooreenkoms gelys word nie maar wie se aktiwiteite direk verwant is aan die skepping van ingenieursgoedere of dienste soos in die toepassingsbestek van hierdie Ooreenkoms omskryf. Die bepaling hiervan is nie van toepassing op werk verrig deur administratiewe personeel en/of persone werksaam in nie-produktiewe werksaamhede.

- (5) Die diensvoorwaardes van 'n wag word ooreenkomstig hierdie Ooreenkoms gereël, behalwe ten opsigte van werkure, wat hoogstens 48 uur per week is.

2.—SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Klousules 8 (3) (e), 8bis, 23 (soos gewysig by klousule 8 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1744 van 22 Augustus 1986), 28 en 36 van Deel I van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1329 van 27 Junie 1980, soos gewysig verleng en herbekragtig 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. 222 van 8 Februarie 1985, R. 1577 van 19 Julie 1985 en R. 997 van 23 Mei 1986 (hierna die 'Vorige Ooreenkoms' genoem) is van toepassing op werkgewers en werknemers."

3.—ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 (soos gewysig by klousule 5 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1744 van 22 Augustus 1986), 4, 5 (soos gewysig by klousule 6 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1744 van 22 Augustus 1986 en soos verder gewysig by 4 hieronder), 6, 7 (soos gewysig by klousule 5 hieronder), 8 (1) tot 8 (3) (d), 8 (3) (f) to 8 (4), 9 (soos gewysig by klousule 6 hieronder), 10 tot 12 (soos gewysig by klousule 7 hieronder), 12bis tot 14 (soos gewysig by klousule 7 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1744 van 22 Augustus 1986 en soos verder gewysig by klousule 8 hieronder), 14bis tot 22, 24 (soos gewysig by klousule 9 hieronder), 25 tot 27, 29, 29bis (soos gewysig by klousule 10 hieronder), 30 tot 34 (soos gewysig by klousule 11 hieronder) en 35 (soos gewysig by klousule 9 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1744 van 22 Augustus 1986 van Deel I en Deel II (soos gewysig by klousule 10 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1744 van 22 Augustus 1986 en soos verder gewysig by klousule 12 hieronder) van die 'Vorige Ooreenkoms' van toepassing op werkgewers en werknemers."

4. SECTION 5.—OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

Insert the following subsection (1) (c) after subsection (1) (b):

“(1) (c) Where overtime is being worked after the completion of normal working hours of the shift/s concerned, and the working of such overtime does not allow an employee a rest period of at least eight hours before his next normal shift commences, the employee so affected shall be deemed to have worked those hours of the next normal shift into which the minimum eight-hour rest period extends and the employee shall be paid at his ordinary rate for all such hours.”

5. SECTION 7.—SHORT-TIME

Substitute the following for subsection (2):

“(2) Short shifts worked whilst working short-time shall count as shifts actually worked. Employees working 27 hours or more, spread over three or four days, shall be credited with one additional shift over and above those shifts actually worked for purposes of the paid leave referred to in section 12 of this Agreement.”

6. SECTION 9.—CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

(1) Substitute the following for section 9:

“9. TERMINATION OF EMPLOYMENT DUE TO PREGNANCY

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee whose employment is terminated due to pregnancy:

(1) For the purposes of this section—

“Employee” shall mean an employee whose employment is terminated due to pregnancy and shall include employees employed in a manufacturing or production process whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement, but shall not apply to the work carried out by administrative personnel and/or those employees employed on non-production operations;

“permanent employee” shall mean any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this section, to substitute for an employee whose services were terminated due to pregnancy;

“substitute temporary employee” shall mean an employee who is specifically employed on a short-term contract as provided for in terms of this section, to substitute for an employee whose services were terminated due to pregnancy.

(2) Any permanent employee who has completed two years' service with the same employer shall be entitled to the benefits provided for in this section on termination of the employee's services due to pregnancy:

(i) The employee shall be provided by the employer with a written guarantee of re-employment valid for not less than six months after the date of termination;

(ii) the employer's written guarantee of re-employment referred to in subparagraph (i) shall—

(a) specify the date of return to work mutually agreed upon between the employer and the employee;

(b) state clearly that should the employee wish to return to work earlier or later than the date referred to in (a), up to a maximum period of six months from the date of termination, the employee shall give the employer not less than four weeks' prior notice of such intention;

(c) provided the employee is so entitled, state clearly the benefits the employee is eligible for (entitled to) from the Unemployment Insurance Fund, the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund or, in respect of the employee's participation in any other fund, organisation or scheme providing benefits in respect of pregnancy and in respect of which exemption has been granted or is granted by the Council, from the provisions of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund Agreement;

4. KLOUSULE 5.—OORTYDWERK EN BESOLDIGING VIR WERK OP SONDAE

Voeg die volgende subklausule (1) (c) in na subklausule (1) (b):

“(1) (c) Indien daar na voltooiing van die normale werkure van die betrokke skof(te) oortyd gewerk word en die werk van sodanige oortyd die werknemer nie 'n rustydperk van minstens agt uur toelaat alvorens sy volgende normale werkskof begin nie, moet sodanige werknemer geag word daardie ure van die volgende normale werkskof waarin die rustydperk van minstens agt uur oorleuel, te gewerk het en moet hy teen die normale loonskaal vir sodanige ure besoldig word.”

5. KLOUSULE 7.—KORTTYD

Vervang subklausule (2) deur die volgende:

“(2) Kort skofte deur werknemers gewerk terwyl korttyd gewerk word, moet as vol skofte gereken word. Vir doeleindes van verlof met besoldiging in klausule 12 van hierdie Ooreenkoms bedoel, moet werknemers wat 27 uur of langer in 'n werkweek van drie of vier dae werk, bo en behalwe die werklike skofte gewerk met een addisionele skof gekrediteer word.”

6. KLOUSULE 9.—DIE SLUITING VAN BEDRYFSINRIGTINGS OP 'N GEWONE WERKDAG

(1) Vervang klausule 9 deur die volgende:

“9. DIENSBEÏNDIGING AS GEVOLG VAN SWANGERSKAP

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende spesiale bepalings van toepassing op werknemers wie se diens as gevolg van swangerskap beëindig word:

(1) Vir doeleindes van hierdie klausule beteken—

“werknemer” 'n werknemer wie se diens as gevolg van swangerskap beëindig word en sluit dit werknemers in wat vervaardigings- of produksieprosesse onderneem waarvoor loonskale nie in hierdie Ooreenkoms gelys word nie maar wie se werksaamhede regstreeks betrokke is by die skepping van die ingenieursgoedere en/of dienste soos omskryf in die toepassingsbestek van hierdie Ooreenkoms, maar dit is nie van toepassing nie op werk soos onderneem deur administratiewe personeel en/of werknemers in diens op nie-produksie werksaamhede;

“permanente werknemer” enige ander werknemer as 'n werknemer spesifiek in diens geneem op 'n korttermynkontrakbasis, soos in hierdie klausule bepaal as plaasvervanger vir 'n werknemer wie se dienste as gevolg van swangerskap geëindig is;

“tydelike plaasvervangerwerknemer” 'n werknemer spesifiek op 'n korttermynkontrakbasis in diens geneem, soos in hierdie klausule bepaal, om as plaasvervanger op te tree vir 'n werknemer wie se dienste as gevolg van swangerskap beëindig is.

(2) Enige permanente werknemer wie twee jaar diens by dieselfde werkgever voltooi het sal op die voordele, soos in hierdie klausule voorsien, geregtig wees wanneer diens as gevolg van swangerskap beëindig word:

(i) Die werkgever sal die werknemer met 'n geskrewe herindiensnemingswaarborg voorsien, geldig vir 'n tydperk van minstens ses maande vanaf datum van diens beëindiging;

(ii) die werkgever se geskrewe waarborg van herindiensneming soos na verwys in subklausule (i) sal—

(a) die datum van herindiensneming, soos deur werkgever en werknemer ooreengekom, spesifiseer;

(b) duidelik uiteensit dat indien 'n werknemer diens wil hervat op datum vroeër of later (hoogstens ses maande vanaf datum van diensbeëindiging) as die datum soos na verwys in (a) sal die werknemer die werkgever minstens vier weke kennis gee van sodanige beoogde dienshervatting;

(c) met dien verstande dat 'n werknemer daarop geregtig is, duidelik uiteengesit die voordele waarop die werknemer geregtig is ten opsigte van Werkloosheidsversekeringsfonds, die Raad se Siekefondsooreenkoms of, waar die werknemer deelneem in enige ander fonds, organisasie of skema wat voordele ten opsigte van swangerskap voorsien en ten opsigte waarvan 'n vrystelling deur die Raad verleen is of verleen word van die bepalings van die Raad se Siekefondsooreenkoms.

The employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete and submit the claim/s.

- (d) state the details of the employee's occupation and rate of pay at the time of termination;
- (iii) the provisions of section 12 (5) of this Agreement in respect of leave pay and section 14 (3) in respect of Leave Bonus shall be applied on termination.
- (iv) Within the period referred to in subparagraph (ii) the employee may make application for re-employment and provided the employee returns to work on the date referred to in subparagraph (ii) (a) or (ii) (b) of this section, the employer shall re-employ the employee—
 - (a) in the same or in a similar position to the position held at termination;
 - (b) on the rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment which applied on termination.
- (v) On re-employment the employee shall—
 - (a) be treated as having unbroken service for the purpose of qualification for additional leave, as provided for in section 13, and leave bonus, as provided for in section 14; however, the period of absence shall not be counted as service in the application of this subparagraph;
 - (b) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;
 - (c) be entitled to any increase prescribed for the job grade in any industrial agreement which comes into operation during the period of absence;
 - (d) not suffer any decrease in relative status to other employees as a result of the period of absence.
- (3) On the termination of any employee(s) employment as provided for in this section, the employer shall be entitled to employ a substitute temporary employee(s) on short-term contracts of employment as provided for in section 35 at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee or, where there is no rate prescribed in this Agreement, at the rate normally paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—
 - (i) on the return to work of the employee who is absent;
 - (ii) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier or later return to work, as provided for in subsection (2) (ii) (b) above.

The substitute temporary employee shall signify acceptance of these conditions in writing.

If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

- (4) For the purpose of any retrenchment or reduction in the workforce which may arise during the absence of an employee, the employee shall be classified and dealt with as an employee in employment. Should such circumstances arise, all substitute temporary employees shall be retrenched before permanent employees.
- (5) The employee shall be deemed to have terminated employment for all other purposes of the Agreement.
- (6) A permanent employee who has less than two years' employment with the same employer and whose employment is terminated due to pregnancy shall not be entitled to a guarantee or re-employment but shall be entitled to preference over the other applicants should the employee apply for re-employment."

Die werkgever sal die werknemer met die nodige eise voorsien soos benodig mag word ten opsigte van voordele aan die werknemer verskuldig en behoort die werknemer by te staan met die voltooiing en indiening van die eisevorms;

- (d) besonderhede voorsien van die werknemer se beroep en die loonskaal van toepassing by diensbeëindiging;
- (iii) die bepalinge van klousule 12 (5) en 14 (3) van hierdie Ooreenkoms ten opsigte van verlof en verlofbonus sal van toepassing wees by diensbeëindiging.
- (iv) binne die tydperk in subklousule (ii) voorsien, mag die werknemer vir herindiensneming aansoek doen met dien verstande dat die werknemer op die datum, soos na verwys in subklousule (ii) (a) of (ii) (b) diens hervat, die werkgever die werknemer in diens sal plaas—
 - (a) in dieselfde of 'n soortgelyke pos soos die van toepassing by diensbeëindiging;
 - (b) teen die loonskaal en diensvoorwaardes nie minder gunstig as die van toepassing by diensbeëindiging.
- (v) By herindiensneming sal die werknemer—
 - (a) se diens vir doeleindes van kwalifikasie vir addisionele verlof soos voorsien in klousule 13 en verlofbonus soos voorsien in klousule 14 as deurlopend geag word maar die tydperk van afwesigheid sal nie as dienstydsperk in berekening gebring word vir doeleindes van toepassing van hierdie klousule;
 - (b) geensins benadeel sal word vir doeleindes van bevordering en/of meriete verhogings as gevolg van die tydperk van afwesigheid;
 - (c) geregtig wees op enige verhoging voorgeskryf in die werksaamheid in enige Raadsooreenkoms wat van toepassing geword het gedurende die tydperk van afwesigheid;
 - (d) geen verlaging in status ondergaan relatief tot ander werknemers as gevolg van die tydperk van afwesigheid.
- (3) By diensbeëindiging van enige werknemer, soos voorsien in hierdie klousule, sal die werkgever geregtig wees om tydelike plaasvervangerwerknemers in diens te neem op 'n korttermynkontrakbasis, soos voorsien in klousule 35 van hierdie Ooreenkoms, teen 'n loonskaal soos in hierdie Ooreenkoms voorgeskryf vir die werk wat die tydelike plaasvervangerwerknemer sal onderneem of, waar geen loonskaal voorgeskryf word nie, teen die loonskaal normaalweg van toepassing op werknemers in diens op operatiewe of vervaardigingsprosesse. Korttermynkontrakte vir tydelike plaasvervangerwerknemers sal bepalinge bevat wat by indiensneming die werknemer sal verwittig dat die dienskontrak beëindig sal word—
 - (i) by dienshervatting van die afwesige werknemer;
 - (ii) dat nie minder as drie weke skriftelike kennisgewing gegee sal word in gevalle waar die afwesige werknemer die werkgever verwittig het van vroeër of later dienshervatting soos voorsien in klousule 2 (ii) (b) hierbo.

Die tydelike plaasvervangerwerknemer sal aanvaarding van die genoemde diensvoorwaardes skriftelik bevestig.

Indien die korttermynplaasvervangerwerknemer deur die werkgever na die verstryking van die korttermynkontrak in diens gehou word, sal die diensvoorwaardes van die korttermynkontrak vervang word deur die bepalinge van hierdie Ooreenkoms.

- (4) Vir doeleindes van enige stafvermindering of -afanking wat mag plaasvind gedurende die afwesigheid van 'n werknemer sal sodanige werknemer geklassifiseer en beskou word as 'n werknemer in diens. Indien sodanige omstandighede voorkom, sal korttermynplaasvervangerwerknemers se diens alvorens die van permanente werknemers beëindig word.
- (5) Die werknemer sal geag word om diens te beëindig vir alle ander doeleindes van die Ooreenkoms.
- (6) 'n Permanente werknemer wat minder as twee jaar by dieselfde werkgever in diens is en wie se diens as gevolg van swangerskap beëindig word kan nie herindiensneming gewaarborg word nie, maar sal op voorkeur bo ander werksoekers geregtig wees sou sodanige werknemer aansoek doen vir herindiensneming."

(2) Add the following as an annexure to section 9:

"ANNEXURE**LIMITED DURATION CONTRACT OF EMPLOYMENT FOR
SUBSTITUTE TEMPORARY EMPLOYEES**

In terms of section 9 of the Main Agreement

CONTRACT OF EMPLOYMENT

The Company..... agrees to engage the services of (the substitute temporary employee); and the substitute temporary employee hereby agrees to accept service with the company on the following terms and conditions:

- (i) The duration of this Contract of Employment shall be for a maximum period from to or upon re-employment of (the permanent employee) in terms of clause (ii) below.
- (ii) This Contract of Employment shall terminate on (being the agreed date of return of the permanent employee) or three weeks after the substitute temporary employee has been given written notice that (the permanent employee) has given the employer notice of an earlier or later return to work, as the case may be, as provided for in section 12bis (2) (ii) (b) of the Main Agreement.
- (iii) If, at the time of return of the permanent employee, (.....), the substitute temporary employee continues in the employment of the employer, this contract shall automatically be replaced by the provisions of the Main Agreement.
- (iv) For the purpose of any retrenchment or reduction in the workforce which may arise during the absence of the permanent employee, all substitute temporary employees shall be retrenched before permanent employees.
- (v) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of contract.
- (vi) The remaining conditions of employment, not expressly detailed above, shall be the existing company policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry.
- (vii) Where employment continues after the return of the permanent employee (.....), this contract shall automatically terminate and the provisions of the Main Agreement shall apply.

The employee acknowledges that, he/she understands the contents of this contract and signifies acceptance thereof.

Signed at on 19.....

The Company.....

The Employee.....

The Witness....."

7. SECTION 12.—LEAVE PAY

Substitute the following for subsection (3) (c):

"(3) (c) Should an employee proceed on leave, the employer shall, subject to the provisions of section 11 (5) of this Agreement, for each public holiday which falls within the employee's period of leave and which otherwise would have been an ordinary working day for such an employee extend the leave period by one working day with full pay."

(2) Voeg die volgende in as bylae tot klousule 9:

"BYLAE**KORTTERMYNDIENSKONTRAK VIR TYDELIKE
PLAASVERVANGERWERKNEMERS**

Behoudens klousule 9 van die Hoofoorreenskoms

DIENSKONTRAK

Die werkgewer onderneem om (korttermynplaasvervangerwerknemer) in diens te neem: en die korttermynplaasvervangerwerknemer erken hiermee diensaanaarding onderworpe aan die volgende voorwaardes:

- (i) Hierdie dienskontrak is vir 'n tydperk van hoogstens ses maande geldig vanaf tot of verval op datum van herindiensneming van (permanente werknemer) behoudens klousule (ii) hieronder.
- (ii) Hierdie dienskontrak eindig op synde herindiensneming datum van (permanente werknemer) of eindig drie weke vanaf datum van skriftelike kennisgewing aan korttermynplaasvervangerwerknemer dat (permanente werknemer) kennis gegee het van dienshervatting op 'n datum vroeër of later, na gelang van die geval, soos voorsien in klousule 12bis (2) (ii) (b) van die Hoofoorreenskoms.
- (iii) Indien op datum van terugkeer van permanente werknemer die korttermynplaasvervangerwerknemer deur die werkgewer in diens gehou word sal die bepaling van hierdie kontrak outomaties vervang word deur die bepaling van die Hoofoorreenskoms.
- (iv) Vir doeleindes van afdanking of vermindering van staf gedurende afwesigheid van permanente werknemer sal korttermynplaasvervangerwerknemers eerste afgedank word alvorens permanente werknemers.
- (v) By verstryking van kontrak tydperk soos gespesifiseer in (i) en (ii) hierbo, word die kontrak outomaties gekanselleer. Sodanige kansellering sal geag word as voltooiing van kontrak en nie as stafvermindering nie.
- (vi) Die oorblywende diensvoorwaardes, nie spesifiek hierbo genoem nie sal die maatskappy se bestaande beleid, reëls en regulasies wees en die algemene diensvoorwaardes soos in die Hoofoorreenskoms van die Yster, Staal, Ingenieurs en Metallurgiese Nywerheid, omskryf.
- (vii) Wanneer diens voortgaan na terugkeer van permanente werknemer sal hierdie kontrak outomaties verstryk en sal die bepaling van die Hoofoorreenskoms van toepassing word.

Die tydelike plaasvervangerwerknemer erken hiermee dat hy/sy die bepaling van hierdie kontrak verstaan en aanvaar.

Geteken te op 19.....

Werkgewer.....

Werknemer.....

Getuie....."

7. KLOUSULE 12.—VERLOFBESOLDIGING

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

"(3) (c) Indien 'n werknemer met verlof gaan, moet die werkgewer, behoudens die bepaling van klousule 11 (5) van hierdie Ooreenskoms, sodanige werknemer se verlof verleng met een werkdag met volle besoldiging ten opsigte van elke openbare vakansiedag wat binne sodanige werknemer se verloftydperk op 'n dag val wat andersins vir hom 'n gewone werksdag sou gewees het."

8. SECTION 14.—LEAVE BONUS

(1) Substitute the following for the tables in subsection (1):

“(i):

A to I wage categories	First leave cycle R	Second leave cycle R	Third leave cycle R	Fourth or more leave cycle R
A and A1	688	764	879	993
AA First 6 months	554	615	708	800
Thereafter	584	649	747	844
AB	531	604	678	761
B	528	601	674	751
C	523	596	668	744
D	517	590	661	735
DD	396	440	506	572
DDD	351	390	448	507
E	331	367	423	478
F	303	337	388	438
G	284	316	363	411
H and I	275	305	351	397

“(ii):

Schedule F wage categories	First leave cycle R	Second leave cycle R	Third leave cycle R	Fourth or more leave cycle R
Z	688	764	879	993
Y	518	568	653	738
IX	470	522	600	678
VIII	448	497	572	646
VII	425	473	544	615
VI	403	448	515	583
V	381	424	487	551
IV	359	399	459	519
III	338	376	432	488
II	318	353	406	459
I	299	332	382	432

“(iii):

Employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this agreement of Rate D employees or paid at a rate of not less than R881,40 per month excluding payment for overtime	First leave cycle R	Second leave cycle R	Third leave cycle R	Fourth or more leave cycle R
Where the employee's wage rate does not exceed 652,5 c.p.h.	493	548	630	712
Where the employee's wage rate is 653 c.p.h. or more	658	764	879	993

8. KLOUSULE 14.—VERLOFBONUS

(1) Vervang die tabelle in subklausule (1) deur die volgende:

“(i):

A to I-loonkategorieë	Eerste verlofsiklus R	Tweede verlofsiklus R	Derde verlofsiklus R	Vierde of latere verlofsiklus R
A en A1	688	764	879	993
AA Eerste 6 maande	554	615	708	800
Daarna	584	649	747	844
AB	531	604	678	761
B	528	601	674	751
C	523	596	668	744
D	517	590	661	735
DD	396	440	506	572
DDD	351	390	448	507
E	331	367	423	478
F	303	337	388	438
G	284	316	363	411
H en I	275	305	351	397

“(ii):

Bylae F-loonkategorieë	Eerste verlofsiklus R	Tweede verlofsiklus R	Derde verlofsiklus R	Vierde of later verlofsiklus R
Z	688	764	879	993
Y	518	568	653	738
IX	470	522	600	678
VIII	448	497	572	646
VII	425	473	544	615
VI	403	448	515	583
V	381	424	487	551
IV	359	399	459	519
III	338	376	432	488
II	318	353	406	459
I	299	332	382	432

“(iii):

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 R881,40 per maand, uitgesonderd betaling vir oortyd-werk	Eerste verlofsiklus R	Tweede verlofsiklus R	Derde verlofsiklus R	Vierde of latere verlofsiklus R
Waar die werknemer se loonskaal 652,5 sent per uur nie oorskry nie	493	548	630	712
Waar die werknemer se loonskaal 653 sent per uur of meer is	658	764	879	993

(iv) Apprentices:

	R
First leave cycle	238
Second leave cycle	289
Third leave cycle	420
Fourth leave cycle	535

(v) Vehicle drivers:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
	R	R	R	R
Up to 1 000 kg	310	344	396	447
Over 1 000 kg and up to 3 000 kg	320	356	409	462
Over 3 000 kg and up to 4 500 kg	376	418	480	543
Over 4 500 kg and up to 6 500 kg	401	446	513	580
Over 6 500 kg	409	454	522	590"

(2) Delete subsection (2).

(3) Re-number subsections (3), (4) and (5) as subsections (2), (3) and (4).

9. SECTION 24.—EXHIBITION OF AGREEMENT

Substitute the following for the existing clause:

"Every employer shall obtain and on request from any employee, make available for perusal a legible copy of this Agreement plus all subsequent amendments thereof, in a format approved or acceptable to the Council."

10. SECTION 29bis.—INJURY ON DUTY—EXTENSION OF INSURANCE COVER

Substitute the following for section 29bis:

"29bis. INJURY ON DUTY—INSURANCE COVER FOR EMPLOYEES NOT COVERED BY WORKMEN'S COMPENSATION ACT"

Every employer shall either arrange with the Workmen's Compensation Commissioner to extend and maintain the cover provided by the Workmen's Compensation Act to all his employees who fall within the provisions of this Agreement or, alternatively, take out and maintain an insurance policy to provide fixed benefits in respect of his employees who fall within the provisions of this Agreement whose earnings exceed the earnings ceiling of the Workmen's Compensation Act.

For the purposes of this section, 'fixed benefits' shall mean the following benefits in respect of injury or death arising out of employment:

- A death benefit not less than that provided by the Workmen's Compensation Act.
- Permanent disability benefits not less than that provided by the Workmen's Compensation Act.
- Medical expenses of not less than R5 000 in respect of any one injury."

11. SECTION 34.—PAID SICK LEAVE

Substitute the following for subsection (2) (iii):

"(2) (iii) The employer may require the employee to produce a medical certificate as aforesaid in respect of any absence from work on the working day immediately preceding and/or succeeding a Sunday or any of the public holidays specified in the Public Holidays Act, 1952."

PART II**12. SECTION 1.—WAGES AND/OR EARNINGS**

Substitute the following for subsection (1):

"(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(iv) Vakleerlinge:

	R
Eerste verlofsiklus	238
Tweede verlofsiklus	289
Derde verlofsiklus	420
Vierde verlofsiklus	535

(v) Voertuigbestuurders:

	Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of latere verlof- siklus
	R	R	R	R
Tot en met 1 000 kg	310	344	396	447
Meer as 1 000 kg en tot en met 3 000 kg	320	356	409	462
Meer as 3 000 kg en tot en met 4 500 kg	376	418	480	543
Meer as 4 500 kg en tot en met 6 500 kg	401	446	513	580
Meer as 6 500 kg	409	454	522	590"

(2) Skrap subklousule (2).

(3) Hernommer subklousules (3), (4) en (5) as (2), (3) en (4).

9. KLOUSULE 24.—VERTONING VAN OOREENKOMS

Vervang die besaande klousule deur die volgende:

"Elke werkgever sal in 'n formaat soos deur die Raad goedgekeur of aanvaar, 'n leesbare afskrif van hierdie Ooreenkoms, tesame met alle wysigings daarvan, bekom en, op versoek van enige werknemer, dit vir leesdoeleindes beskikbaar stel."

10. KLOUSULE 29bis.—DIENSBESERINGS—VERLENGING VAN ASSURANSIE DEKKING

Vervang klousule 29bis deur die volgende:

"29bis. DIENSBESERINGS—ASSURANSIEDEKKING VIR WERKNEMERS BUTTE BESTEK VAN ONGEVALLE WET"

Elke werkgever moet met die ongevallekommissaris reël om die dekking wat deur die genoemde Wet voorsien word, uit te brei en instand te hou ten opsigte van al sy werknemers wat onderhewig is aan die bepalings van hierdie Ooreenkoms, of alternatief, assuransiepolis uitneem en instand hou wat vasgestelde voordele voorsien ten opsigte van werknemers wat onderhewig is aan die bepalings van hierdie Ooreenkoms maar wie se inkomste hoër is as die loonskaalperk van die Ongevalle Wet.

Vir doeleindes van hierdie klousule 'vasgestelde voordele' die volgende voordele ten opsigte van beserings of dood wat voortspruit uit indiensneming:

- Sterftevoordele wat nie minder is as dié voorsien in die Ongevalle Wet.
- Permanente ongeskiktheidsvoordele wat nie minder is as dié voorsien in die Ongevalle Wet.
- Mediese kostes van nie minder as R5 000 ten opsigte van enige besering."

11. KLOUSULE 34.—SIEKTEVERLOF MET BESOLDIGING

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

"(2) (iii) die werkgever kan 'n mediese sertifikaat vereis van die werknemer, soos vermeld, ten opsigte van enige afwesigheid van sy werk op die werkdag onmiddellik voor en/of na 'n Sondag of enige van die openbare vakansiedae soos in die Wet op Openbare Feesdae, 1952, gespesifiseer."

DEEL II**12. KLOUSULE 1.—LONE EN/OF VERDIENSTE**

Vervang die bestaande subklousule (1) deur die volgende:

"(1) (a) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarvoor hy in diens geneem is, moet nog minstens as sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in diens is en terwyl hy dieselfde werk of ander werk waarvoor 'n laer loon voorgeskryf word, verrig.

(b) Every employer who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal minimum increase, an additional amount for his class of work, as follows:

Class of work	Amount per hour c
Rate A and A1	72
Rate AA:	
Employees in their first six months on continuous service on the above date	68
Thereafter	68
Rate AB	64
Rate B	60
Rate C	54
Rate D	49
Rate DD	48
Rate DDD	48
Rate E	46
Rate F	44
Rate G	41
Rates H and I	39
Apprentices	
First year	29
Second year	32
Third year	39
Fourth year	65
Vehicle driving:	
Drivers of vehicles having a payload of—	
Up to including 1 000 kg	44
Over 1 000 kg and up to 3 000 kg	45
Over 3 000 kg and up to 4 500 kg	48
Over 4 500 kg and up to 6 500 kg	48
Over 6 500 kg	49

SCHEDULE F

	Amount per hour c
Group Z	72
Group Y	60
Group IX	57
Group VIII	55
Group VII	53
Group VI	50
Group V	48
Group IV	46
Group III	44
Group II	42
Group I	41

Provided that—

- the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 1987;
- any employee who was engaged after 1 July 1987 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;
- no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1987 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- for the purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on 'Incentive Bonus Work' in terms of section 10 of Part I of the Former Agreement;

(b) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgever is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur c
Loon A en A1	72
Loon AA:	
Werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum	68
Daarna	68
Loon AB	64
Loon B	60
Loon C	54
Loon D	49
Loon DD	48
Loon DDD	48
Loon E	46
Loon F	44
Loon G	41
Lone H en I	39

Vakleerlinge

Eerste jaar	29
Tweede jaar	32
Derde jaar	39
Vierde jaar	65

Voertuie dryf:

Bestuurders van voertuie met loonvrag—

Tot 1 000 kg	44
Meer as 1 000 kg tot en met 3 000 kg	45
Meer as 3 000 kg tot en met 4 500 kg	48
Meer as 4 500 kg tot en met 6 500 kg	48
Meer as 6 500 kg	49

BYLAE F

	Bedrag per uur c
Groep Z	72
Groep Y	60
Groep IX	57
Groep VIII	55
Groep VII	53
Groep VI	50
Groep V	48
Groep IV	46
Groep III	44
Groep II	42
Groep I	41

Met dien verstande dat—

- die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk, verminder kan word met die bedrag van 'n verhoging wat op of na 1 Julie 1987 aan sodanige werknemer toegestaan is;
- 'n werknemer wat na 1 Julie 1987 in diens geneem is teen 'n tarief van besoldiging van minstens die tarief vir besoldiging wat vir sy klas werk voorgeskryf is op die datum van inwerkingtreding van hierdie Ooreenkoms nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;
- geen werkgever die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1987 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, mag verminder nie, en aan geen werknemer lone teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;
- vir die uitvoering van hierdie Ooreenkoms is die loon wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat 'aansporingsbonuswerk' ooreenkomstig klousule 10 van Deel I van die Vorige Ooreenkoms verrig.

- (v) an employer who intends to grant general increases to all employees or all employees in a particular category of employees in excess of the guaranteed personal minimum increases provided for in this Agreement, shall consult the trade unions of which the particular employees concerned are members.

Where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Industrial Council shall be notified of the increases granted."

(vi) (a) The intention of the parties that negotiated the wage structure as detailed in the scheduled rates in this Agreement is that that wage structure should be further adjusted over a period of time so as to reflect a more regular progression of differentials between the wage categories and thereby correct the anomalies that exist in the wage structure. The negotiations referred to in this section shall be seen in this context.

(b) Where negotiations at individual employer level are voluntarily entered into between an employer and the trade union/s to adjust the amount specified above with the object of correcting anomalies in the wage structure in that establishment such as referred to in (vi) (a) the matter being negotiated shall not form part of this agreement. Any agreement entered into by the parties that negotiated such wage adjustments shall be signed by the said parties and submitted to the relevant Regional Council for monitoring and administration. Any dispute arising from such negotiations not resolved at company level, shall be dealt with in accordance with the Council's dispute settlement procedures. Any interpretation of this clause shall be in accordance with the intention stated above.

(2) SCHEDULE G

In Schedule G substitute the following:

- (a) In Job 155—the figures "403" and "428" for the figures "359" and "382" respectively.
- (b) Delete Job 165.
- (c) In Job 166—the figures "294", "304", "357", "381" and "388" for the figures "250", "259", "309", "333" and "339" respectively.
- (d) In Job 191 (a)—the figures "478" and "483" for the figures "429" and "428" respectively.
- (e) In Job 191 (b)—the figures "410" and "452" for the figures "362" and "403" respectively.

(3) SCHEDULE D

- (a) In Division D/4, substitute the figures "272", "341", "404" and "428" for the figures "238", "299", "354" and "375" respectively, in Job 1.
- (b) In Division D/12, substitute the figure "393" for the figure "346" where it appears under the heading 'Probationary periods and rates of pay therefor'.
- (c) In Division D/19—
 - (i) in Job 32, substitute the figures "547" and "582" for the figures "487" and "518" respectively;
 - (ii) in Jobs 34 and 35, substitute the figure "268" for the figure "227".
- (d) In Division D/22—
 - (i) in Jobs 71 and 101 to 105 inclusive, substitute the figure "419" for the figure "370";
 - (ii) in Jobs 106 to 108 inclusive, substitute the figure "335" for the figure "287";
 - (iii) in Jobs 109 to 121 inclusive, substitute the figure "272" for the figure "231";
 - (iv) in Jobs 122 to 133 inclusive, substitute the figure "262" for the figure "223".
- (e) In Division D/23, substitute the figures "279" and "257" for the figures "238" and "220" respectively under the heading 'Probationary periods and rates of pay therefor'.
- (f) In Division D/24, substitute the figure "422" for the figure "376" in Job 5.
- (g) In Division E2, substitute the figures "489", "509", "524", "538" and "555" for the figures "429", "447", "460", "472" and "487" respectively in Job 21.

- (v) 'n werkgever van voornemens om algemene verhogings aan alle werknemers of alle werknemers in 'n spesifieke kategorie werknemers toe te staan hoër as die gewaarborgde persoonlike minimum verhogings voorsien in hierdie Ooreenkoms, sal met die vakverenigings van wie die spesifieke betrokke werknemers lede is konsulteer.

Waar 'n werkgever, na sodanige konsultasie, verhogings toestaan hoër dan dié voorsien in die Ooreenkoms, sal die Nywerheidsraad van sodanige verhogings verwittig word."

(vi) (a) Die partye wat die loonstruktuur, soos in hierdie Ooreenkoms uiteengesit, onderhandel het, se oogmerk is dat die loonstruktuur oor 'n tydperk nog verder aangepas moet word om 'n meer gereëde differensiële opklimming tussen die loonskale te reflekteer om sodoende onreëlmatig-hede in die loonstruktuur reg te stel. Die onderhandelings, soos in hierdie klousule na verwys, moet in sodanige konteks gesien word.

(b) Wanneer onderhandelings op fabrieksvlak deur individuele werk-gewers en vakbonde vrywilliglik aangeknoop word om die bedrae soos hierbo genoem aan te pas vir doeleindes van regstelling van die onreël-matigheid in die loonskaalstruktuur in sodanige onderneming, soos na verwys in (vi) (a) sal sodanige onderhandelings nie deel van hierdie Oor-eenkoms vorm nie. Enige sodanige Loonwysigings-ooreenkoms deur die partye aangegaan sal deur hulle onderteken word en na die relevante Streekraad gestuur word vir monitering en administrasie. Enige dispuut wat as gevolg van sulke onderhandelings op fabrieksvlak nie bygelê kan word nie sal behoudens die bepalings van die Raad se dispuutbeslegtings prosedures gehanteer word. Enige vertolking van hierdie klousule sal in ooreenstemming wees met die bedoeling hierbo genoem.

(2) BYLAE G

Vervang die volgende Bylae G:

- (a) In item 155—die syfers "359" en "382" deur onderskeidelik die syfers "403" en "428".
- (b) Skrap item 165.
- (c) In item 166—die syfers "250", "259", "309", "333" en "339" deur onderskeidelik die syfers "294", "304", "357", "381" en "388".
- (d) In item 191 (a)—die syfers "423" en "428" deur onderskeidelik die syfers "478" en "483".
- (e) In item 191 (b)—die syfers "362" en "403" deur onderskeidelik die syfers "410" en "452".

(3) BYLAE D

- (a) In Afdeling D/4 vervang die syfers "238", "299", "354" en "375" deur onderskeidelik die syfers "272", "341", "404" en "428" in item 1.
- (b) In Afdeling D/12 onder die opskrif "Proeftydperke en lone daar-voor", vervang die syfer "346" deur die syfer "393" waar dit voorkom.
- (c) In Afdeling D/19—
 - (i) in item 32 vervang die syfers "487" en "518" deur onderskeidelik die syfers "547" en "582";
 - (ii) in items 34 en 35 vervang die syfer "227" deur die syfer "268".
- (d) In Afdeling D/22—
 - (i) in items 71 en 101 tot en met 105, vervang die syfer "370" deur die syfer "419";
 - (ii) in items 106 tot en met 198, vervang die syfer "287" deur die syfer "335";
 - (iii) in items 109 tot en met 121, vervang die syfer "231" deur die syfer "272";
 - (iv) in items 122 tot en met 133, vervang die syfer "223" deur die syfer "262".
- (e) In Afdeling D/23 onder die opskrif "Proeftydperke en lone daar-voor", vervang die syfers "238" en "220" deur die syfers "279" en "257" onderskeidelik.
- (f) In Afdeling D/24, vervang die syfer "376" deur die syfer "422" in item 5.
- (g) In Afdeling E/2, vervang die syfers "429", "447", "460", "472" en "487" deur die syfers "489", "509", "524", "538" en "555" in item 21.

(h) In Schedule F—

- (i) in Group Z, substitute the figure "6,53" for the figure "5,81";
- (ii) in Group Y, substitute the figure "4,85" for the figure "4,25";
- (iii) in Group IX, substitute the figure "4,46" for the figure "3,89";
- (iv) in Group VIII, substitute the figure "4,25" for the figure "3,70";
- (v) in Group VII, substitute the figure "4,04" for the figure "3,51";
- (vi) in Group VI, substitute the figure "3,83" for the figure "3,33";
- (vii) in Group V, substitute the figure "3,62" for the figure "3,14";
- (viii) in Group IV, substitute the figure "3,41" for the figure "2,95";
- (ix) in Group III, substitute the figure "3,21" for the figure "2,77";
- (x) in Group II, substitute the figure "3,02" for the figure "2,60";
- (xi) in Group I substitute the figure "2,84" for the figure "2,43".

13. SCHEDULE E

Insert the following as Schedule E/3;

"SCHEDULE E/3

**INDUSTRIAL REFRIGERATION AND AIR CONDITIONING
INDUSTRY DIVISION**

For purposes of this division the Industrial Refrigeration and Air Conditioning Industry is defined as the manufacture, fabrication, assembly and installation (erection on site) of systems comprising ventilation, exhaust, filtration, refrigeration, heating, humidification, dehumidification, fluid reticulation (including controls), instrumentation and associated electrical works, which either in total combination or part thereof are applied to a building, structure, ship or any space where artificial environment is required.

For ease of reference, the operations contained herein have been split into the following subsections:

Section (a): Manufacture and fabrication section.

Section (b): Installation section.

Subsection (b) (i): General.

Subsection (b) (ii): Piping.

Subsection (b) (iii): Ductwork.

Subsection (b) (iv): Insulation.

Subsection (b) (v): Electrical.

Subsection (b) (vi): Pneumatic.

Section (a)—Manufacture and fabrication (Shopwork)

Manufacture and fabrication involves the use of metal 4 mm and thinner and may include integral light metal sections of material not exceeding 7 mm thickness.

RATE A

The Rate A operations of Schedule G of this Agreement shall apply. (No person other than a journeyman or apprentice may be employed on work classified as Rate A without the prior permission of the Council.)

RATE AA

1. Marking out with tape and/or rule or centres and working lines of articles and/or material preparatory to machining and/or processing.
2. Setting out of stock on the floor or the bench to sketch and/or drawings and/or dimensions.
3. Assembly of pre-manufactured components from stock (including adjustment).

RATE C

1. Operating power-driven guillotine (n.e.s.).
2. Operating press-brake (n.e.s.).
3. Operating roller-bending and-or forming equipment (n.e.s.).
4. Setting (n.e.s.) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.

(h) In Bylae F—

- (i) in Groep Z, vervang die syfer "5,81" deur die syfer "6,53";
- (ii) in Groep Y, vervang die syfer "4,25" deur die syfer "4,85";
- (iii) in Groep IX, vervang die syfer "3,89" deur die syfer "4,46";
- (iv) in Groep VIII, vervang die syfer "3,70" deur die syfer "4,25";
- (v) in Groep VII, vervang die syfer "3,51" deur die syfer "4,04";
- (vi) in Groep VI, vervang die syfer "3,33" deur die syfer "3,83";
- (vii) in Groep V, vervang die syfer "3,14" deur die syfer "3,62";
- (viii) in Groep IV, vervang die syfer "2,95" deur die syfer "3,41";
- (ix) in Groep III, vervang die syfer "2,77" deur die syfer "3,21";
- (x) in Groep II, vervang die syfer "2,60" deur die syfer "3,02";
- (xi) in Groep I, vervang die syfer "2,43" deur die syfer "2,84".

13. BYLAE E

Voeg die volgende in as Bylae E/3:

"BYLAE E/3

**INDUSTRIËLE VERKOELING- EN LUGVERSORGING
NYWERHEIDSAFDELING**

Vir doeleindes van hierdie bylae beteken Industriële Verkoeling- en Lugversorgingnywerheid die vervaardiging, fabrisering, montering en installering (terrein oprigting) van sisteme bestaande uit ventilasie, uitlaat, filtering, verkoeling, verhitting, humidifikasie, de-humidifikasie, vloeistof-retikulasie (insluitend beheer), instrumentasie en verwante elektriese werk, welke totale kombinasie of gedeeltelik van toepassing op 'n gebou, struktuur, skip of enige ruimte waar 'n kunsmatige omgewing benodig word.

Vir geriefdoeleindes is die werksaamhede hierin vervat in die volgende onderafdelings ingedeel:

Onderafdeling (a): Vervaardiging- en fabriseringseksie.

Onderafdeling (b): Installeringseksie.

Onderafdeling (b) (i): Algemeen.

Onderafdeling (b) (ii): Pypwerk.

Onderafdeling (b) (iii): Leiding.

Onderafdeling (b) (iv): Insulasie.

Onderafdeling (b) (v): Elektries.

Onderafdeling (b) (vi): Pneumatics.

Seksie (a)—Vervaardiging en Fabrisering (Winkelwerk)

Vervaardiging en fabrisering behels die gebruikmaking van metaal 4 mm of dunner en sluit integrale ligte metaalseksies met 'n dikte van hoogstens 7 mm in.

LOON A

Loon A-werksaamhede van Bylae G is van toepassing. (Niemand behalwe 'n vakman of 'n vakleerling mag in diens wees op werk ingedeel onder Loon A in hierdie Ooreenkoms.)

LOON AA

1. Afmerk met maatband en/of liniaal van die middelpunte en werklyn van artikels en/of materiaal voor masjienering en/of verwerking.
2. Uitleë van werk op die vloer of op die bank volgens skets en/of tekening en/of afmetings.
3. Montering van voorafvervaardigde komponente uit voorraad (met inbegrip van verstelling).

LOON C

1. Bediening van kragguillotine (n.e.v.).
2. Bediening van persrem (n.e.v.).
3. Bediening van Walsbui- en/of fatsoenbuijg toerusting (n.e.v.).
4. Stel (n.e.v.) van stempels en/of setklemme en/of stuiters en/of setmate en/of leiers en/of meganismes aan produksiemasjiene.

RATE D

1. Assembling of pre-manufactured components from stock where no fitting is required (n.e.s.).
2. Automatic welding where the welding head is automatically fed and speed of weld mechanically controlled.
3. Marking off material to given lengths for cutting-off purposes, using only rule and/or tape measure and marking material.
4. Operating power-driven folding machine (n.e.s.) including setting up.
5. Press operating (n.e.s.) excluding setting up.
6. Welding and/or brazing, including hard and/or soldering, of parts located in jigs and/or parts so located as to obviate the need for a jig (n.e.s.).
7. Operating a reciprocating and/or circular power saw including marking off with a rule and/or tape (including setting of stops) (n.e.s.).
8. Cropping and/or shearing and/or punching to stops and/or templates and/or length gauges and/or marks (including the changing of composite dies).
9. Operating single-head gas profile machine and/or single and/or multi-head straight line cutting machine, including setting up.
10. Operating repetitive and/or continuous automatic welding machines, including adjustment due to voltage variation.
11. Operating continuous semi-automatic gas shielded and/or flux cored wire arc welding machine, excluding setting up.
12. Manufacture of brackets where used in piping and/or duct erection using angle iron up to $75 \times 75 \times 6$ mm.
13. Manufacture of flanges where used in ducting systems and/or equipment.
14. Operating press-brake (n.e.s.) to stops and/or jigs and/or length gauges where the stroke is controlled by the operator, excluding setting up.

RATE DD

1. Welding and/or brazing to fixtures or parts so located as to obviate the need for a fixture (weld length not to exceed 55 mm and material thickness not to exceed 2,5 mm).
2. Repetitive soft soldering and/or sweating.

RATE E

1. Operating automatic duct making machines excluding setting up. (Setting up to be carried out or supervised by a Rate A employee.)

RATE F

1. Operating reciprocating and/or circular power saw to stops and/or jigs and/or marks, excluding setting up.
2. Operating power-driven folding machine to stops and/or jigs, and/or fixtures and/or marks, excluding setting up.
3. Operating power-driven guillotine to stops, and/or marks, excluding setting up.
4. Repetition production screwing of bar and/or tube on screwing machines to stops where the work is held by devices not necessitating centralising or truing (excluding setting up). (This operation is limited to a machine not exceeding a 52 mm nominal bore diameter.)
5. Operating manually operated rollers—the setting and forming in the manufacture of round ducting, bends, spigots, including the adjustment of the rollers.
6. Insulating of ducting in general—using pinspotter, spray-gun, tape measure or any other tools used in the insulation of ducting.
7. Drilling by hand of holes in flanges to be fitted to ducts by rivets, pop rivets or tinman's rivets or other means of fastening, setting out holes by means of fixed gauges.
8. Assembling of pre-manufactured components from stock requiring no fitting and/or adjusting but including drilling of holes with hand drill up to 6 mm and/or the use of hammer in knocking over the flange, i.e. Pittsburgh lock or spigot.
9. Spraypainting.

LOON D

1. Montering van voorafvervaardigde komponente uit voorraad waar geen pasmaak vereis word.
2. Outomatiese sweiswerk waar die sweiskop outomaties gevoer en die swisspoed meganies beheer word.
3. Materiaal afmerk volgens bepaalde lengtes slegs vir afsny doeleindes, met gebruikmaking van slegs liniaal en/of meetband en afmerkmateriaal.
4. Bediening van kragaangedrewe voumasjien (n.e.v.) met inbegrip van opstel daarvan.
5. Bediening van 'n pers (n.e.v.) uitgesonderd die opstel daarvan.
6. Sweis en/of sweissoldeer, met inbegrip van hard en/of silwersoldeer, aan dele in setmate en/of dele so geplaas dat die gebruik van 'n setmaat nie nodig is nie (n.e.v.).
7. Bediening van wederkerige- en/of sirkelsaag met inbegrip van afmerk met liniaal en/of meetband en met inbegrip van die stel van stuiters (n.e.v.).
8. Afknip en/of afskuif en/of pons volgens stuiters en/of patrone en/of lengtemeters en/of merke (insluitend die vervanging van samegestelde stempels).
9. Bediening van enkelkoppige gasprofielermasjien en/of enkel en/of meerkoppige reguistmasjien insluitend opstel daarvan.
10. Bediening van herhalings en/of aaneenwerkende outomatiese sweismasjiene, met inbegrip van regstelling vanweë spanningsverandering.
11. Bediening van aaneenwerkende semi-outomatiese gasbeskermende- en/of vloekierndraad sweismasjiene (uitsluitend die opstel daarvan).
12. Hangervervaardiging met gebruikmaking van hoekyster van hoogstens $15 \times 75 \times 6$ mm waar benodig vir pyp en/of leidingsoprigting.
13. Flensvervaardiging waar benodig vir leiding sisteme en/of toerusting.
14. Bediening en persrem (n.e.v.) volgens stuiters en/of setmate en/of lengtemeters waar die slag deur die operateur beheer word, uitsluitend die opstel daarvan.

LOON DD

1. Sweis en/of sweissoldeer in setklemme en/of van onderdele wat so geplaas is dat gebruikmaking van setklemme onnodig is (sweislengte van hoogstens 55 mm en materiaal dikte van hoogstens 2,5 mm).
2. Herhalingsagsoldeer en/of aansweting.

LOONE

1. Bediening van outomatiese leiding masjiene uitsluitend opstel daarvan.

LOON F

1. Bediening van wederkerige- en/of sirkelkrag saag volgens stuiters en/of setmate en/of merke uitgesonderd die opstel daarvan.
2. Bediening van kragaangedrewe voumasjien volgens stuiters en/of merke (uitgesonderd die opstel daarvan).
3. Bediening van kragaangedrewe guillotine volgens stuiters en/of merke uitgesonderd die opstel daarvan.
4. Herhalingskroefdraadmasjienering van stawe en/of skroefdraadmasjiene volgens stuiters waar die werk vasgehou word deur toestelle wat dit nie nodig maak om die werk te sentreer of in lyn te stel nie (uitgesonderd die opstel daarvan). (Hierdie werksaamheid is beperk tot masjiene waarvan die nominale boordiameter hoogstens 52 mm is.)
5. Bediening van handbeheerde rollers, die stel en vorming in die vervaardiging van rondevleiding, boeë, tappe, met inbegrip van rolverstelling.
6. Algemene leidingsinsulasie met gebruikmaking van speldsoeker, sproeispuut, maatband of enige ander gereedskap wat vir leidingsinsulasie gebruik word.
7. Handboor van flensgate vir vasbehegting van leidings met klinknaels, plofklinaels of blikklinaels of ander vashegtingsmetodes, uitlê van gate met gebruikmaking van vastemeters.
8. Montering uit voorraad van voorafvervaardigde komponente wat geen pasmaak of regstelling vereis nie maar met inbegrip van gate boor met handboor op tot 6 mm en/of gebruik van hamer vir omflensing, d.w.s. Pittsburgh slot of tap.
9. Spuitverfwerk.

RATE G

1. Beading and/or seaming and/or grooving and/or trimming and/or curling and/or wiring and/or dishing and/or flanging and/or locking double side top and bottom.
2. Leak-testing of finished products, other than by pressure testing.
3. Loading of rolled sheet coils onto uncoiler and setting of uncoiler release under supervision of a Rate A to D employee.
4. Operating manually operated folding machine and/or brake and/or hand folder and/or finger bending brake to stops and/or jigs and/or features and/or marks, excluding setting up.
5. Operating press-brake and/or guillotine to stops and/or jigs and/or length gauges where the stroke is not controlled by the operator.
6. Riveting (10 mm diameter or less).
7. Using lock forming machine and/or seaming machine in any of the operations used in the manufacture of rectangular or round duct, including "S" and drive cleats.
8. Random drilling with a hand-held drill where the location of the holes is not critical.
9. Repetition application of insulating materials, including cutting and/or marking to templates under supervision of a Rate A to D employee.
10. Repetition bending and/or forming by machine to jigs and/or dies and/or stops and/or length gauges and/or marks (excluding press-brake and excluding setting up).
11. Repetition butt and/or spot and/or flash and/or projection and/or resistance and/or percussion welding by machine.
12. Repetition cutting and/or cropping and/or shearing to stops and/or templates and/or jigs and/or length gauges and/or fixtures and/or marks (excluding power-driven guillotines and excluding setting up).
13. Repetition drilling to jigs and/or prelocated parts and/or templates and/or pops and/or fixtures and/or marks (excluding radial drilling machines).
14. Repetition machine punching and/or slotting and/or notching to jigs and/or guides and/or stops and/or marks. (Material not to exceed 7 mm in thickness.)
15. Repetition marking to templates and/or jigs.
16. Repetition operating nibbling machines and/or shears to jigs and/or stops and/or templates and/or marks in sheets of 4 mm and thinner including repetition marking to templates and/or jigs.
17. Repetition pop marking to jigs and/or templates.
18. Repetition reaming with non-adjustable reamers.
19. Repetition roller bending and/or roller forming and/or re-rolling.
20. Repetitive counter-sinking to stops.
21. Repetitive threading and/or tapping.
22. Rough straightening of components and/or materials using tinman's hammer and/or mallet and/or pliers only.
23. Screwing on and/or riveting and/or clipping of assembled louver stiles into metal frames.

RATE H

1. Application of adhesive and/or anti-corrosive and/or protective coatings.
2. Cutting timber by hand and/or machine for crating purposes and/or crate making.
3. Dressing and/or deburring by hand and/or grinding by portable power tools.
4. Re-threading and/or re-tapping.
5. Sand and/or shot blasting.
6. Scrap cutting and/or baling.

RATE I

1. Preparing work for painting and/or soldering and/or brazing.
2. General labouring.

SECTION (B)—INSTALLATION SECTION

Subsection (b) (i)—General

RATE AA

1. Installation and/or erecting of refrigeration and air conditioning plant including piping, ductwork and insulation equipment, in field or on site (erector). (n.e.s.).
2. Affixing of fan coil units, washers, coils and associated articles.

LOON G

1. Kraallyswerk en/of maatvorming en/of groefwerk en/of afmerking en/of krul en/of bedrading en/of komming en/of omflensing en/of dubbele kante bo en onder sluit.
2. Voltooide produkte toets vir lekplekke, uitgesonderd druktoetsing.
3. Gewalste plaatkronkels op 'n afwikkelaar plaas en die afwikkelerskluit onder die toesig van 'n Loon A- tot D-werknemer stel.
4. Bediening van handvoumasjien en/of handrem en/of handvouer en/of vingerbuigrem volgens stuiters en/of setmate en/of setklemme, uitgesonderd die stel daarvan.
5. Bediening van persrem en/of guillotine volgens stuiters en/of setmate en/of lengtemeters waar die slag nie deur die operateur beheer word nie.
6. Vasklinking (10-mm-deursnee of minder).
7. Bediening van slotvorming en/of maatvormingmasjiene in enige operasie gebruik in die vervaardiging van reghoekige of rondesteking, insluitend "S" en aandryfklemme.
8. Willekeurige boor van gate met handboor waar gatplasing nie kritiek is.
9. Herhalingsaanwending van isoleermateriaal insluitend sny en/of afmerk volgens patrone onder toesig van Loon A- tot D-werknemer.
10. Herhalingsbuig en/of fatsoeneer met 'n masjien volgens setmate en/of stempels en/of stuiters en/of lengtemeters (uitgesonderd persrem en uitgesonderd opstel).
11. Stuit en/of flits- en/of projeksie- en/of weerstand en/of puntsweis-masjien bedien.
12. Herhalingsafsaag en/of afskuif volgens stuiters en/of patrone en/of setmate en/of lengtemeters en/of setklemme en/of merke (uitgesonderd kragguillotines en uitgesonderd die stel daarvan).
13. Herhalingsboor volgens setmate en/of voorafgeplaaste onderdele en/of patrone en/of kornaelmerke en/of setklemme en/of merke (uitgesonderd radiaalboormasjien).
14. Herhalingspons en/of gleufwerk en/of inkeping volgens setmate en/of leiers en/of stuiters (materiaal tot en met 7-mm-dikte).
15. Herhalingsmerk volgens patrone en/of setmate.
16. Herhalingsbediening van plaatsnemasjien en/of plaatsnyskêr volgens setmate en/of stuiters en/of patrone en/of merke waar die plaat 4 mm en dunner is insluitend afmerk volgens patrone en/of setmate.
17. Herhalingskornaelwerk volgens setmate en/of patrone.
18. Herhalingsruimwerk met nie-verstelbare ruimers.
19. Herhalingsrollerbuig en/of roller vorming en/of herrol.
20. Herhalingsversinking volgens stuiters.
21. Herhalingskroefdraad en/of moerdraadsny.
22. Ru- reguitmaak van komponente en/of materiaal met gebruikmaking van slegs blik slaerhamer en/of klophamer en/of buigtang.
23. Vasskroef en/of klink en/of vasklem van gemonteerde hortjestyle in metaalrame.

LOON H

1. Aanwending van kleef- en/of roeswerende en/of beskermende lae.
2. Timmerhout met die hand en/of masjien saag vir kratwerk en/of om krate te maak.
3. Met die hand en/of deur te slyp en/of met draagbare kraggereedskap afwerk en/of afbaard.
4. Skroefdraad en/of moerdraadsny.
5. Sand en/of haelstraling.
5. Afvalopsny en/of baal.

LOON I

1. Werk berei vir verf en/of soldeer en/of baal.
2. Algemene arbeid.

KLOUSULE B—INSTALLERINGS-AFDELING

Subklousule (b) (i)—Algemeen

LOON AA

1. Installering en/of oprigting van verkoeling en lugreelinginstallasies insluitend pypwerk en insulasietoetsing in die veld of op terrein (oprigters) (n.e.v.).
2. Aanhegting van waaierspoeleenhede, wassers en verwante artikels.

3. Setting out of equipment in position and the aligning of such equipment including marking out by tape and/or rule.
4. Use of explosive tool for fixing or fastening.
5. Final knocking out of dents and/or final straightening by use of hammer spoon, dolly or wrench bar.
6. Repairing and/or altering and/or adjusting and/or erecting on site or building of doors and/or door frames, window surrounds and curtain walling.
7. Moving of all components used in refrigeration and air conditioning plants without the use of rigging equipment.

RATE F

1. Supervising employees employed on classes of work scheduled below Rate F.
2. Spraypainting.

RATE G

1. Assembling of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing bath.
3. Metal cleaning and/or degreasing and/or pickling.
4. Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templates.
5. Repetition marking off to jigs and/or length gauges under supervision of Rate A to D employee.
6. Rough straightening and/or rough flattening of material excluding use of rules and straight edges.
7. Straightening and/or flattening of gussets and/or cleats.
8. Cutting openings in walls.
9. Repetition hand drilling and/or tapping and/or thread clearing.

RATE H/I

1. Dressing and/or deburring and/or grinding by hand and/or portable power tools.
2. Application of anti-corrosive and/or protective coatings using brush or roller.
3. Affix name plates.
4. Buffing and/or finishing and/or polishing by hand and power tools.
5. Preparing work for painting.
6. Hand loading and/or unloading of materials.
7. General Labouring.
8. Oiling and/or greasing.
9. Removal of rust and/or coatings.

Subsection (b) (ii)—Piping

Piping used not to exceed 200 mm diameter and 7 mm wall thickness.

RATE AA

1. Setting out of stock on floor or on bench to sketch and/or drawings and/or dimensions.
2. Assembling and installation of pre-manufactured components from stock, including adjustment.
3. Bending of tubes and/or pipes (n.e.s.).
4. Arc and/or gas welding of air conditioning pipes including light frames and brackets only.
5. Drilling machine work (n.e.s.).

RATE D

1. Screwing and/or cutting of pipes including resetting and/or size changing of dies.
2. Bending, swaging, flaring of tubes and/or sections in manually operated machine.
3. Dismantling of structure and/or pipe installations, including use of gas and/or electric torch.
4. Arc and/or gas cutting (n.e.s.).
5. Operating power saw (n.e.s.), including marking off with rule and/or tape only and including setting of stops.
6. Preliminary tack welding of jobs prior to riveting or bolting up (runs of not more than 25 mm in length).

3. Toerusting in posisie uitlê en riglyning van sodanige toerusting insluitend met maatband en/of liniaal afmerk.
4. Gebruikmaking van plofgereedschap vir vas- of aanhegting.
5. Finale duikklopwerk en/of finale reguitmaking met gebruikmaking van hamerlepel, kloples of sleutelstaaf.
6. Herstelling en/of regstelling en/of verstelling en/of oprigting op terrein of gebou van deure en/of deurrame, venstersieromranding en gordynmure.
7. Verskuiwing van komponente gebruik vir verkoeling en lugreeling aanlegte uitsluitend die gebruik van takeltoerusting.

LOON F

1. Toesig hou oor werknemers in diens op klasse werk wat laer as Loon F gelys is.
2. Spuiterwerk.

LOON G

1. Montering van voor-af vervaardigde komponente uit voorraad wat geen pasmaat of regstel vereis nie maar met inbegrip van afbaard.
2. Skoonmaak en/of ontvetting en/of suier en/of afspoel en/of smeltbad versorg.
3. Metaalskoonmaak en/of onvet en/of skoonbyt.
4. Draagbare hand en/of voetstukslypmasjiene bedien waar die bediener nie volgens merke en/of meters en/of groottes en/of patrone moet slyp nie.
5. Herhalingsafmerk volgens setmate en/of lengtemeters onder toesig van Loon A tot D werknemer.
6. Ru-reguitmaak en/of platmaak van materiaal uitgesonderd die gebruik van liniale en ruië.
7. Knoopplate en/of klampe reguit en/of platmaak.
8. Openings in mure sny.
9. Herhalingshandboorwerk en/of moederdraadsny en/of skroefdraadskoonmaak.

LOON I

1. Met die hand en/of draagbare kraggereedschap afwerk en/of afbaard en/of slyp.
2. Aansit van roeswerende en/of beskermende lae met gebruikmaking van verfkwas of roller.
3. Aanbring van naamplate.
4. Met die hand en/of kraggereedschap poets en/of afwerk en/of poleer.
5. Werk voorberei vir verf.
6. Op en aflaai van materiaal met die hand.
7. Algemene arbeid.
8. Olie en/of smeer.
9. Verwydering van roes en/of lae.

Subklousule (b) (ii)—Pype

Gebruikmaking van pype van hoogstens 200 mm deursnee en 7 mm wanddikte.

LOON AA

1. Voorraad uitlê op die vloer of op die werkbank volgens sketse en/of tekeninge en/of afmerkings.
2. Montering en installering van voorafvervaardigde komponente uit voorraad waar pasmaat vereis word.
3. Buig van buise en/of pype (n.e.v.).
4. Boog en/of gassweis van lugreelaerspype. Met inbegrip van ligte rame en hake.
5. Boormasjienwerk (n.e.v.).

LOON D

1. Buitendraadinsnyding en afsny van pype met inbegrip van regstelling en/of grotewisselig van stempels.
2. Buise en/of seksies buig, saalsmee, oopsper op handbediening masjiene.
3. Strukture en/of pypinstallasies aftakel insluitend die gebruik van gas en/of elektriese vlamsnyer.
4. Boog en/of gassnywerk (n.e.v.).
5. Kragsaag bedien (n.e.v.) met inbegrip van afmerk slegs met liniaal en/of meetband en met inbegrip van die opstel van stuiters.
6. Voorlopige hegswais van werk soos klinkwerk en vasbouting (Lengtes van hoogstens 25 mm).

7. Assembling by means of jigs and/or templates (n.e.s.).
8. Operating single and/or double-headed oxy-acetylene profiling machine and/or single and/or multi-head straight line cutting machine, including setting up.
9. Punching and/or shearing and/or cropping to jigs and/or stops, including marking off with rule and/or tape.
10. Welding and/or brazing, including hard and/or silver soldering of parts locating in jigs and/or parts so located as to obviate the need for a jig (n.e.s.).
11. Soldering (n.e.s.).
12. Soft soldering and/or sweating by hand.
13. Hand welding with mechanically-fed electrodes (excluding pressure vessels) (including flanges as in piping).
14. Operating automatic arc and/or gas welding machine (excluding setting up).
15. Manufacture of brackets where used in piping and/or duct erection using angle iron up to $75 \times 75 \times 6$ mm.
16. Manufacture of flanges where used in piping and/or equipment.

RATE G

1. Repetition bevelling of pipe ends.
2. Repetition random drilling by hand.
3. Repetition screwing and/or cutting of pipes and/or tubes with die heads and/or taps and/or cutters by machine, including mounting of pre-set screwing and/or cutter heads.
4. Repetition swagging and flaring of pipes.
5. Operating pipe cutting machine (excluding setting up).
6. Repetition threading and/or tapping by machine (n.e.s.).
7. Operating power saw for repetitive cutting off to stops and/or length gauges, excluding setting of stops.
8. Screwing machine operating, excluding setting up.
9. Repetition installation of straight pipework.
10. Application of pre-formed insulation material to pipework.

RATE H

1. Gasket cutting, using templates.
2. Sand and/or shot blasting.

Subsection (b) (iii)—Ductwork

RATE AA

1. Marking out with tape and/or rule of centres and working lines of articles and/or material preparatory to cutting out.
2. Setting out of stock on floor or on bench to sketch and/or drawings and/or dimensions.
3. Erection of manufactured and/or fabricated ductwork and/or associated articles from drawings using a tape measure (n.e.s.).
4. Modifying and cutting back of straight pre-manufactured ducts excluding final connecting.

RATE D

1. Marking off of duct sections to given lengths for cutting off purposes, using only length gauges and/or tape measure and/or templates and marking material.
2. Marking and affixing of hangers from pre-determined duct run positions (excluding use of explosive tools).
3. Erection of ducting and associated articles to predetermined positions under supervision of a Rate AA employee.
4. Cutting in and fixing of branches and spigots to predetermined positions.
5. Erection and affixing of fire dampers, volume dampers, attenuators, canvas connections, in line coils and in line fans to pre-marked positions under supervision of Rate AA employees.
6. Fixing of dampers, grilles, diffusers, constant volume boxes, fan air terminals and other air terminals to pre-marked positions (excluding setting out).

7. Monterings met gebruikmaking van setmate en/of patrone. (n.e.v.).
8. Bediening van enkel en/of dubbelkoppige oksiasetileen profielmasjiën en/of enkel en/of meerkoppige masjiën wat reguit lyne sny, met inbegrip van die stel daarvan.
9. Volgens setmate en/of stuiters pons en/of afskuif en/of afknip met ingebrip van afmerk met liniaal en/of meetband.
10. Sweis en/of sweissoldeer, met inbegrip van hard en/of silwersoldeer aan dele in setmate en/of dele so geplaas dat die gebruik van 'n setmaat nie nodig is nie. (n.e.v.).
11. Soldering (n.e.v.).
12. Met die hand sagsoldeer en/of aansweet.
13. Met die hand sweis met meganiese gevoerde elektrodes (uitsluitend drukhouers) (insluitend pyplense).
14. Automatiese boog en/of gassweismasjiën bedien (uitgesonderd die opstel daarvan).
15. Hangervervaardiging vir gebruik op pype en/of leidingoprigting met gebruikmaking van hoogstens $75 \times 75 \times 6$ mm hoekyster.
16. Flensvervaardiging vir gebruik op pype en/of toebehore.

LOON G

1. Herhalingsafskuinsing van pypente.
2. Willekeurige herhalingsboor met die hand.
3. Met 'n masjiën herhalingsmoerdradsny en/of afsaag van pype en/of buise met draadsnykoppe en/of snytappe en/of snyers met inbegrip van die montering van moerdradsny en/of snyerkoppe.
4. Herhalingssaalsmeding en oopspering van pype.
5. Pypsnymasjiën bedien (uitsluitend die opstel daarvan).
6. Herhalingsmoer en/of skroefdradsny met masjiën (n.e.v.).
7. Bediening van kragssaag vir herhalingsafsaag volgens stuiters en/of lengtemeters (uitsluitend stuiterverstelling).
8. Bediening van draadsnymasjiën uitgesonderd die opstel daarvan.
9. Herhalingsinstallering van reguitpypwerk.
10. Aansit van voorafgevormde insulasie materiaal aan pypwerk.

LOON H

1. Pakstukke sny met gebruikmaking van patrone.
2. Sand en/of haelstraling.

Subklousule (b) (iii)—Leidingswerk

LOON AA

1. Afmerk met meetband en/of liniaal van middelpunte en werklýne van artikels en/of materiaal voor uitsnyding.
2. Uitle van voorraad op die vloer of op die werkbank volgens sketse en/of tekeninge en/of afmerkings.
3. Oprigting van vervaardigde en/of gefabriseerde leiding en/of verwante artikels volgens sketse met gebruikmaking van 'n meetband (n.e.v.).
4. Wysiging en terugsný van reguit voorafvervaardigde leiding insluitend finale koppeling.

LOON D

1. Afmerk van leidingseksies volgens gegewe lengtes vir afsny doeleindes deur gebruikmaking van slegs lengtemeters en/of meetband en/of patrone en afmerk materiaal.
2. Merk en vashegting van hangers vanaf voorafbepaalde leidingstrek posisies (uitsluitend die gebruik van plofgereedskap).
3. Oprigting van leiding en verwante artikels volgens voorafbepaalde posisies onder toesig van 'n Loon AA werknemer.
4. Insny en vashegting van vertakkings en tappe volgens voorafbepaalde posisies.
5. Oprigting en vashegting van vuurdampers, volumedampers, verswakkers, seilbandkoppings, gerigte spoel en gerigte waaiers volgens vooraf gemerkte posisies onder toesig van 'n loon AA werknemer.
6. Vashegting van dampers, tralies, diffusors, konstante volumehouers, lugterminale en ander lugterminale volgens voorafgemerkte posisies (insluitend opstel).

RATE G

1. Assisting of Rate D employees of fixing of dampers, grilles, diffusers; constant volume boxes, fan air terminals and other air terminals.
2. Repetition hand riveting (10 mm diameter or less).
3. Erection of flexible connections between spigots and air terminals.

Subsection (b) (iv)—Insulation

RATE D

1. Application of insulating materials to pipe fittings, ductings and equipment using tape and/or rule.
2. Cladding duct, pipe or equipment insulation with sheetmetal, aluminium or other rigid covering using tape and/or rule and under supervision of Rate AA employee.
3. Plastering to insulation applied to ducts, piping and equipment.
4. Application of insulation materials to walls, floors, and ceilings as used in plenums and/or plant rooms, using tape and/or rule and under supervision of Rate AA employee, including the fixing of bracing, metal sections and rigid covering or expanded metal cladding.

RATE G

1. Assist in the application of insulating materials, including trimming, to manufactured duct work or installed straight pipework using a spraygun or pinspotter or strapping under supervision of Rate D employee.
2. Laying of fibreglass or other insulating materials on ceilings.
3. Applying sealant and/or adhesive.
4. Repetition hand riveting (10 mm diameter or less).
5. Touching up with paint and/or prime coating.
6. Repetition marking and/or tracing to templates.
7. Trimming by hand and/or by power tools.
8. Application of polyurethane foam into enclosed spaces.
9. Application of vapour seal to pipe and/or duct insulation, including the application of canvas or other facings.
10. Buffing and/or finishing and/or polishing by hand and/or power tools.
11. Repetition hand drilling and/or tapping and/or thread clearing.

RATE H

1. Cementing of insulation.
2. Cleaning by hand.
3. Coating by brush and/or dipping.

Subsection (b) (v)—Electrical

RATE AA

1. Marking out by tape or rule of the centres and working lines of articles and material for erection of cable racks.
2. Modifications to pre-manufactured cable racks.
3. Fixing of cables and/or conduit to cable racks, excluding preparation of leads for fitting of glands.
4. Running of cables, excluding preparation of leads for fitting of glands.
5. Repetition making up of cable harnesses where course of wire is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.

RATE D

1. Erection of pre-manufactured and/or fabricated cable racks and associated articles using tape and/or rule and under supervision of Rate AA employee.
2. Bending of conduits by hand.
3. Repetition crimping of terminals and/or stripping ends of wires.
4. Repetition pulling through only of cables and/or wire pre-cut to pre-determined lengths.
5. Installation of control components to pre-determined positions.

LOON G

1. Loon D-werknemer assisteer met vashegting van dampers, tralies, diffusors, konstante volumehouers, waaiers lugterminale en ander lugterminale.
2. Herhalings handklinkwerk (hoogstens 10 mm).
3. Oprigting van buigbare koppelings tussen tap en lugterminale.

Subklousule (b) (iv)—Insulasie

LOON D

1. Toediening van insulasiemateriaal aan pyptoebehore, leidings en toebehore met meetband en/of liniaal.
2. Leidingbekleedsel, pype of toebehore, insulering met plaatmetaal, aluminium of ander rigiede dekking met meetband en/of liniaal onder toesig van 'n Loon AA-werknemer.
3. Pleistering van insulasie aangewend aan leiding, pype en toebehore.
4. Aanwending van insulasie materiaal aan mure, vloere en plafonne soos gebruik in oordruk en/of aanlegkamers met meetband en/of liniaal en onder toesig van 'n Loon AA-werknemer, insluitend die vashegting van latwerk, metaalseksies en rigiede dekking of plaatgasbekleding.

LOON G

1. Assisteer in die aanwending van insulasie materiaal insluitend afwerking aan vervaardigde leiding of geïnstalleerde reguit pypwerk met 'n sproeispuut of penspotter of stopping onder toesig van Loon D-werknemer.
2. Plasing van veselglas of ander insulasie materiaal op plafonne.
3. Aanwending van seellaars en/of kleefmiddels.
4. Herhalings handklinkwerk (hoogstens 10 mm).
5. Opknapping met verf en/of onderlaag.
6. Herhalingsafmerk en/of natrek volgens patrone.
7. Met die hand en/of kraggereedskap afmerk.
8. Aanwending van poli-uretaan skuim in omhulde spasies.
9. Aanwending van dampseel aan pype en/of leidingsinsulasie insluitend die aanwending van seildoek of ander belegsels.
10. Met die hand en/of kraggereedskap fynskuur en/of afmerk en/of poleer.
11. Herhalingshandboor en/of draadsny en/of draadskoonsny.

LOON H

1. Sementering van insulasie.
2. Met die hand skoonmaak.
3. Bedekking met borsel en/of deur indompeling.

Subklousule (b) (v)—Elektries

LOON AA

1. Afmerk met meetband en/of liniaal van middelpunte en/of werklýne van artikels en materiaal vir die oprigting van kabelrakke.
2. Regstelling aan voorafvervaardigde kabelrakke.
3. Vashegting van kables en/of leipyp aan kabelrakke insluitend voorbereiding van leiding vir drukstukpaswerk.
4. Beloop van kables uitsluitend die voorbereiding vir drukstukpaswerk.
5. Herhalingsvoorbereiding van kabelharnasse waar draadrigting gemerk word met klampe en/of saals en/of toebehore waar geen bedradingdiagram gebruik word.

LOON D:

1. Oprigting van voorafvervaardigde en/of gefabriseerde kabelrakke en verwante artikels met meetband en/of liniaal onder toesig van Loon AA werknemers.
2. Met die hand lei-pype buig.
3. Herhalingskartel van aansluiters en/of draadente skoonmaak.
4. Herhalingsdeurtrekking van kables en/of draad vooraf gesny volgens voorafbepaalde lengtes.
5. Installering van beheerkomponente volgens voorafbepaalde posisies.

Subsection (b) (vi)—Pneumatic

RATE AA

1. Marking out by tape and/or rule of centres and working lines of articles and material for erection of pneumatic lines.
2. Modification to racks.
3. Testing for leaks by air, including preparatory work.
4. Supervising Rate D employees on site.

RATED

1. Erection of manufactured and/or fabricated racks and/or associated articles.
2. Fixing of pneumatic tubes to racks.
3. Installation of pneumatic controls.
4. Setting of pre-calibrated pneumatic controls under instruction of Rate A employee.
5. Testing for leaks by air under supervision of Rate AA employee."

14. SECTION 2.—TABLE OF WAGE RATES

Substitute the following for the existing table:

"Wage rates applicable throughout this Agreement (n.e.s.):

	Rate per hour R
Rates A and A1	6,53
Rate AA—start	5,26
After six months continuous employment with the same employer, inclusive of continuous employment on the date of coming into operation of this agreement	5,55
Rate AB	5,00
Rate B	4,85
Rate C	4,68
Rate D	4,52
Rate DD	3,76
Rate DDD	3,33
Rate E	3,14
Rate F	2,88
Rate G	2,70
Rate H	2,61
Rate I	2,61
<i>Apprentices</i>	
First year	2,61
Second year	2,94
Third year	3,59
Fourth year	5,88"

Signed at Johannesburg, for and on behalf of the parties, this 18th day of June 1987.

B. NICHOLSON,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

No. R. 1569

17 July 1987

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF LIFT ENGINEERING 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 first Monday after the date of publication of this notice and for the

Subklousule (b) (vi)—Pneumaties

LOON AA:

1. Uitmerk met meetband en/of liniaal van middellyne en werklýne van artikels en materiaal vir die oprigting van pneumatiese lyne.
2. Regstellings aan rakke.
3. Lektoetsing met lug insluitend voorbereidingswerk.
4. Toesighouding oor Loon D-werknemers op terrein.

LOON D:

1. Oprigting van vervaardigde en/of gefabriseerde rakke en verwante artikels.
2. Vashegting van pneumatiese buise aan rakke.
3. Installasie van pneumatiese kontrole.
4. Stelling van vooraf gekalibreerde pneumatiese kontrole onder instruksies van Loon A-werknemer.
5. Lektoetsing met lug onder toesig van Loon AA-werknemer."

14. KLOUSULE 2.—LOONTABEL

Vervang die bestaande tabel deur die volgende:

"Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

	Loon per uur R
Loon A en A1	6,53
Loon AA—begin	5,26
Na ses maande ononderbroke diens by dieselfde werkgewer, met inbegrip van ononderbroke diens op die datum van inwerkingtreëding van hierdie Ooreenkoms	5,55
Loon AB	5,00
Loon B	4,85
Loon C	4,68
Loon D	4,52
Loon DD	3,76
Loon DDD	3,33
Loon E	3,14
Loon F	2,88
Loon G	2,70
Loon H	2,61
Loon I	2,61

Vakleerlinge

Eerste jaar	2,61
Tweede jaar	2,94
Derde jaar	3,59
Vierde jaar	5,88"

Onderteken namens die partye op hede die 18de dag van Junie 1987, te Johannesburg.

B. NICHOLSON,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1569

17 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN HYSBAK-INGENIEURSOOREENKOMS**

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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op

period ending 30 June 1988, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (2), shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 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 Amending Agreement.

P. T. C. DU PLESSIS,

Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES

AGREEMENT

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

Lift Engineering Association of South Africa

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

Electrical and Allied Workers' Trade Union of South Africa

and the

S.A. Electrical Workers' Association

(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,

to amend the Agreement published under Government Notice R. 2235 of 24 October 1986.

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;
- (2) by all employers and employees who are members of the employers' organisation and the trade unions which are parties to this Agreement;
- (3) in the Iron, Steel, Engineering and Metallurgical Industry in respect of the installation and/or maintenance and/or repair of lifts and/or escalators.

2. SECTION 4.—SPECIAL CONDITIONS OF EMPLOYMENT

(1) In subsection (3) (a), substitute "R50,20 per day" for "R4,50 per day".

(2) In subsection (3) (b), substitute "R8,50 per day" for "R7,30 per day".

(3) In subsection (6)bis, substitute the following for the existing table:

	"First leave cycle"	Second leave cycle	Third leave cycle	Fourth leave cycle
	R	R	R	R
Wage Group 1 employees	1 022	1 115	1 207	1 300
Wage Group 2 employees	751	819	887	955
Wage Group 3 employees	461	503	545	587
Wage Group 4 employees	366	399	433	466"

30 Junie/1988 eindig, bindend is vir die werkgewers-organisatie en die vakverenigings wat die Wysigings-ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (2), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1988 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 Beroop in die gebiede in klousule 1 van die Wysigings-ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,

Minister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

OOREENKOMS

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

Lift Engineering Association of South Africa

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

Electrical and Allied Workers' Trade Union of South Africa

en die

S.A. Electrical Workers' Association

(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,

om die ooreenkoms, gepubliseer by Goewermentskennisgewing R. 2235 van 24 Oktober 1986, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word—

- (1) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;
- (2) deur die werkgewers en werknemers wat lede is van die werkgewersorganisasie en die vakverenigings wat partye is by hierdie Ooreenkoms;
- (3) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid ten opsigte van die installering en/of onderhoud en/of herstel van hysers en/of roltrappe.

2. KLOUSULE 4.—SPESIALE DIENSVOORWAARDES

(1) In subklousule (3) (a), vervang "R4,50 per dag" deur "R5,20 per dag".

(2) In subklousule (3) (b), vervang "R7,30 per dag" deur "R8,50 per dag".

(3) In subklousule (6)bis, vervang die bestaande tabel deur die volgende:

	"Eerste verlof-siklus"	Tweede verlof-siklus	Derde verlof-siklus	Vierde verlof-siklus
	R	R	R	R
Werknemers, Loongroep 1	1 022	1 115	1 207	1 300
Werknemers, Loongroep 2	751	819	887	955
Werknemers, Loongroep 3	461	503	545	587
Werknemers, Loongroep 4	366	399	433	466"

(4) In subsection (7) (a) (ii), substitute "R30 per day" for "R27,50 per day" and "R18,00 per day" for "R16,50 per day".

(5) In subsection (7) (a) (vi), substitute "38 cents per kilometre" for "35 cents per kilometre".

(6) In subsection (7) (b), substitute "R1,50 per day" for "R1,00 per day".

(7) In subsection (8), substitute "236 shifts" for "237 shifts" and "231 shifts" for "232 shifts".

3. SECTION 6.—WAGES

(1) In subsection (1), substitute the following for the existing wage table:

"In Wage Group 1: R8,93 per hour.

In Wage Group 2: R6,56 per hour.

In Wage Group 3: R4,03 per hour.

In Wage Group 4: R3,20 per hour."

(2) In subsection (2), substitute the following for the existing wage table:

"Class of work	Amount per hour c
Wage Group 1 employees.....	106
Wage Group 2 employees.....	83
Wage Group 3 employees.....	51
Wage Group 4 employees.....	43".

Signed at Johannesburg, for and on behalf of the parties, this 9th day of June 1987.

B. NICHOLSON,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

(4) In subklousule (7) (a) (ii), vervang "R27,50 per dag" deur "R30,00 per dag" en "R16,50 per dag" deur "R18,00 per dag".

(5) In subklousule (7) (a) (vi), vervang "35 sent per kilometer" deur "38 sent per kilometer".

(6) In subklousule (7) (b), vervang "R1,00 per dag" deur "R1,50 per dag".

(7) In subklousule (8) vervang, "237 skofte" deur "236 skofte" en "232 skofte" deur "231 skofte".

3. KLOUSULE 6.—LONE

(1) In subklousule (1), vervang die bestaande tabel deur die volgende:

"In Loongroep 1: R8,93 per uur.

In Loongroep 2: R6,56 per uur.

In Loongroep 3: R4,03 per uur.

In Loongroep 4: R3,20 per uur."

(2) In subklousule (2), vervang die bestaande tabel deur die volgende:

"Klas werk	Bedrag per uur c
Werknemers, Loongroep 1	106
Werknemers, Loongroep 2	83
Werknemers, Loongroep 3	51
Werknemers, Loongroep 4	43".

Namens die partye op hede die 9de dag van Junie 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

SOUTH AFRICAN POLICE

No. R. 1517

17 July 1987

AMENDMENT OF THE REGULATIONS FOR THE RESERVE POLICE FORCE

The Minister of Law and Order has, in terms of section 33 (1) (v) of the Police Act, 1958 (Act 7 of 1958), issued the regulations contained in the Schedule hereto.

SCHEDULE

1. In these regulations, unless the context otherwise indicates, the expression "the Regulations" means the regulations promulgated by Government Notice R. 1016 of 29 June 1962, as amended by Government Notices R. 1285 of 10 August 1962, R. 823 of 29 May 1964, R. 1880 of 24 November 1967, R. 2353 of 20 December 1986, R. 1507 of 27 August 1971, R. 2571 of 25 November 1983 and R. 1183 of 20 June 1986.

2. Regulation 8 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

"8 (1) The ranks as set out in paragraph (b) of regulation 8 (1) of the Regulations for the South African Police, promulgated by Government Notice R. 203 of 14 February 1964, shall apply *mutatis mutandis* as regards the Reserve Police Force: Provided that the Minister may, with due regard to section 34 (4) of the Act, award to a reservist any rank mentioned in paragraph (a) of the said regulation 8 (1) which is not above that of colonel, as an honorary rank, and if such honorary rank has been awarded, the provisions in respect of the rank insignia as set out in Schedule C III of the aforementioned Government Notice shall apply *mutatis mutandis*."

SUID-AFRIKAANSE POLISIE

No. R. 1517

17 Julie 1987

WYSIGING VAN DIE REGULASIES VIR DIE RESERWEPOLISIEMAG

Die Minister van Wet en Orde het kragtens artikel 33 (1) (v) van die Polisiewet, 1958 (Wet 7 van 1958), die regulasies in die Bylae hiervan uitgevaardig.

BYLAE

1. In hierdie regulasies, tensy uit die samehang anders blyk, beteken die uitdrukking "die Regulasies" die regulasies afgekondig by Goewermmentskennisgewing R. 1016 van 29 Junie 1962, soos gewysig by Goewermmentskennisgewings R. 1285 van 10 Augustus 1962, R. 823 van 29 Mei 1964, R. 1880 van 24 November 1967, R. 2353 van 20 Desember 1968, R. 1507 van 27 Augustus 1971, R. 2571 van 25 November 1983 en R. 1183 van 20 Junie 1986.

2. Regulasie 8 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

"8 (1) Die range soos uiteengesit in paragraaf (b) van regulasie 8 (1) van die Regulasies vir die Suid-Afrikaanse Polisie, afgekondig by Goewermmentskennisgewing R. 203 van 14 Februarie 1964, geld *mutatis mutandis* ten opsigte van die Reserwepolisie-mag: Met dien verstande dat die Minister, met inagneming van artikel 34 (4) van die Wet, aan 'n reservis as ererang kan toeken enige rang vermeld in paragraaf (a) van genoemde regulasie 8 (1), wat nie hoër as die rang van kolonel is nie, en indien sodanige ererang toegeken is, geld die voorskrifte ten opsigte van rangtekens soos uiteengesit in Bylae C III van die voormelde Goewermmentskennisgewing *mutatis mutandis*."

SOUTH AFRICAN TRANSPORT SERVICES**No. R. 1559****17 July 1987****PERSONNEL REGULATIONS****SCHEDULE OF AMENDMENT**

Under the powers vested in me by section 32 of the Conditions of Employment (South African Transport Services) Act, 1983 (Act 16 of 1983), I, Eli van der Merwe Louw, Minister of Transport Affairs of the Republic of South Africa, do hereby approve of the Personnel Regulations published in Government Notice R. 677 of 11 April 1986, as amended, being further amended as follows with effect from 16 March 1987:

REGULATION 106

Substitute the following for the heading and paragraphs (1) and (3) of this regulation:

ALL EMPLOYEES INCLUDING MEMBERS OF THE REGULAR RELIEF PERSONNEL BUT EXCLUDING TRAINMEN, DINING-CAR PERSONNEL, ROAD TRANSPORT DRIVERS AND OTHER EMPLOYEES WHO ARE PAID BOOKING-OFF EXPENSES IN TERMS OF THESE REGULATIONS

106. An employee specified above and who is required to undertake duty away from his headquarters shall, subject to such conditions as may be laid down, be paid expenses as follows:

(1) If the employee is able with reasonable convenience to proceed to his headquarters or home each day for a proper period of rest—

- (a) if the period of absence does not extend beyond mid-night the actual essential expenses subject to a maximum amount of R2,75 in respect of each 10 hours or a portion of 10 hours thereafter if such portion includes a recognised meal break. Receipts are not required but the place and the circumstances under which the expenditure was incurred should be indicated on the expense voucher;

SUID-AFRIKAANSE VERVOERDIENSTE**No. R. 1559****17 Julie 1987****PERSONEELREGULASIES****WYSIGINGSLYS**

Ingevolge die bevoegdheid aan my verleen by artikel 32 van die Wet op Diensvoorwaardes (Suid-Afrikaanse Vervoerdienste), 1983 (Wet 16 van 1983), verleen ek, Eli van der Merwe Louw, Minister van Vervoerwese van die Republiek van Suid-Afrika, goedkeuring daaraan dat die Personeelregulasies, gepubliseer in Goewermentskennisgewing R. 677 van 11 April 1986, soos gewysig, verder soos volg gewysig word vanaf 16 Maart 1987:

REGULASIE 106

Vervang die opskrif en paragrawe (1) en (3) van hierdie regulasie deur die volgende:

ALLE WERKNEMERS MET INBEGRIIP VAN LEDE VAN DIE GEREELDE AFLOSPERSONEEL MAAR UITGESONDER TREINPERSONEEL, EETWAPERSONEEL, PADVERVOERDRYWERS EN ANDER WERKNEMERS AAN WIE AFBOEKKOSTE INGEVOLGE HIERDIE REGULASIES BETAAL WORD

106. Aan 'n bogenoemde werknemer wat diens weg van sy hoofkwartier moet doen, word koste onderworpe aan sodanige voorwaardes as wat bepaal mag word, soos volg betaal:

(1) Indien die werknemer elke dag met redelike gerief vir 'n behoorlike rustyd na sy hoofkwartier of tuiste kan gaan—

- (a) as die tydperk van afwesigheid nie oor middernag strek nie die werklike noodsaaklike uitgawes onderworpe aan 'n maksimum bedrag van R2,75 ten opsigte van elke 10 uur of 'n gedeelte van 10 uur daarna as sodanige gedeelte 'n erkende etenstyd insluit. Kwitansies word nie vereis nie, maar die plek en in watter omstandighede die uitgawe aangegaan is moet op die kostebewys aangedui word.

(3) EXPENSES TARIFFS

Salary	Hourly rate for absences of more than 10 hours which extends beyond midnight	Accommodation Expenses
Less than the minimum in salary group 1P3	33c	R8,80 per night, or actual expenditure if it amounts to more in a hotel or other registered abode, including a personnel residence, supported by the requisite proof of payment subject to a maximum of R28 per night.
The minimum in salary group 1P3 or more, but less than the maximum in salary group 1LK	55c	R8,80 per night, or actual expenditure if it amounts to more in a hotel or other registered abode, including a personnel residence, supported by the requisite proof of payment subject to a maximum of R32 per night.
The maximum in salary group 1LK or more, but less than the maximum in salary group 9	60c	R8,80 per night, or actual expenditure if it amounts to more in a hotel or other registered abode, including a personnel residence, supported by the requisite proof of payment subject to a maximum of R36 per night.
The maximum in salary group 9 or more	60c	R8,80 per night, or actual expenditure if it amounts to more in a hotel or other registered abode, including a personnel residence, supported by the requisite proof of payment subject to a maximum of R40 per night.

Delete regulations 107 and 118 and the headings thereto.

(3) KOSTESKALE

Salaris	Uurlikse skaal vir afwesighede van langer as 10 uur en wat oor middernag strek	Akkommodasiekoste
Minder as die minimum in salarisgroep 1P3	33c	R8,80 per nag, of werklike uitgawe as dit meer beloop het in 'n hotel of ander geregistreerde woonplek, insluitende 'n personeelwoning, en deur die nodige bewys van betaling gestaaf is onderworpe aan 'n maksimum van R28 per nag.
Die minimum in salarisgroep 1P3 of hoër maar minder as die maksimum in salarisgroep 1LK	55c	R8,80 per nag, of werklike uitgawe as dit meer beloop het in 'n hotel of ander geregistreerde woonplek, insluitende personeelwoning, en deur die nodige bewys van betaling gestaaf is onderworpe aan 'n maksimum van R32 per nag.
Die maksimum in salarisgroep 1LK of hoër maar minder as die maksimum in salarisgroep 9	60c	R8,80 per nag, of werklike uitgawe as dit meer beloop het in 'n hotel of ander geregistreerde woonplek, insluitende 'n personeelwoning, en deur die nodige bewys van betaling gestaaf is onderworpe aan 'n maksimum van R36 per nag.
Die maksimum in salarisgroep 9 of hoër	60c	R8,80 per nag, of werklike uitgawe as dit meer beloop het in 'n hotel of ander geregistreerde woonplek, insluitende 'n personeelwoning, en deur die nodige bewys van betaling gestaaf is onderworpe aan 'n maksimum van R40 per nag.

Skrap regulasies 107 en 118 en die opskrifte daarvan.

No. R. 1560

17 July 1987

TRANSMED REGULATIONS SCHEDULE OF AMENDMENT

Under the powers vested in me by section 32 of the Conditions of Employment (South African Transport Services) Act, 1983 (Act 16 of 1983), I, Eli van der Merwe Louw, Minister of Transport Affairs of the Republic of South Africa do hereby approve of the Transmed Regulations published in Government Notice R. 34 of 7 January 1983, as amended, being further amended as follows from 1 April 1987:

REGULATION 23

Substitute the following for paragraph (2) (c):

- (2) (c) If a beneficiary receives treatment as an outpatient or in the casualty section of a hospital, Transmed shall pay as follows:

Serving member: 50 per cent of the cost.

Pensioner member who retired or retires on or after 1 April 1984 and his widow: 75 per cent of the cost.

Pensioner member who retired before 1 April 1984, his widow, a widow member who was entitled to benefits before 1 April 1984, an orphan, and pensioner member and widow member not in receipt of an annuity from the South African Transport Services: 100 per cent of the cost.

In paragraph (6) (a), substitute "R340" for "R300".

In paragraph (7) (a), substitute "R210" for "R180".

In paragraph (10) (a), (15) (b) and (16) (b), substitute "R160" for "R130".

In paragraph (17) (d), substitute "R420" for "R360".

Substitute the following for paragraph (18):

- (18) Where oxygen is prescribed by a medical practitioner, Transmed shall pay the full cost of the oxygen, including the apparatus. Twenty-five per cent of the cost shall be recovered from a serving member's salary and 20 per cent thereof from a pensioner member and widow member in receipt of an annuity from the South African Transport Services. Transmed shall pay the deposit on the apparatus.

No. R. 1560

17 Julie 1987

TRANSMED-REGULASIES WYSIGINGSILYS

Ingevolge die bevoegdheid aan my verleen by artikel 32 van die Wet op Diensvoorwaardes (Suid-Afrikaanse Vervoerdienste), 1983 (Wet 16 van 1983), verleen ek, Eli van der Merwe Louw, Minister van Vervoerwese van die Republiek van Suid-Afrika, goedkeuring daaraan dat die Transmed-regulasies gepubliseer in Goewermmentskennisgewing R. 34 van 7 Januarie 1983, soos gewysig, verder soos volg gewysig word vanaf 1 April 1987:

REGULASIE 23

Vervang paragraaf (2) (c) deur die volgende:

- (2) (c) As 'n voordeeltrekker behandeling as 'n buitepatiënt of in die ongevalleafdeling van 'n hospitaal ontvang, betaal Transmed soos volg:

Dienende lid: 50 persent van die koste.

Gepensioeneerde lid wat op of na 1 April 1984 afgetree het of aftree en sy weduwee: 75 persent van die koste.

Gepensioeneerde lid wat voor 1 April 1984 afgetree het, sy weduwee, 'n weduweelid wat voor 1 April 1984 op voordele geregtig was, 'n weeskind, en gepensioeneerde lid en weduweelid wat nie 'n jaargeld van die Suid-Afrikaanse Vervoerdienste ontvang nie: 100 persent van die koste.

In paragraaf (6) (a), vervang "R300" deur "R340".

In paragraaf (7) (a), vervang "R180" deur "R210".

In paragrafe (10) (a), (15) (b) en (16) (b) vervang "R130" deur "R160".

In paragraaf (17) (d), vervang "R360" deur "R420".

Vervang paragraaf (18) deur die volgende:

- (18) As suurstof deur 'n mediese praktisyn voorgeskryf word, betaal Transmed die volle koste van die suurstof, met inbegrip van die apparaat. Vyf en twintig persent van die koste word verhaal op 'n dienende lid se salaris en 20 persent daarvan op 'n gepensioeneerde lid en weduweelid, wat 'n jaargeld van die Suid-Afrikaanse Vervoerdienste ontvang. Transmed betaal die deposito vir die apparaat.

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 1557

17 July 1987

AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1979

I, George Shepstone Bartlett, Deputy Minister of Economic Affairs and Technology, acting on behalf of and on the instructions of the Minister of Economic Affairs and Technology, hereby publish in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act 9 of 1978), the amendments set out in the Schedule hereto, which have, under and in accordance with the provisions of section 4 (1) (b) of the said Act been effected by me to the provisions of the Sugar Industry Agreement, 1979.

G. S. BARTLETT,

Deputy Minister of Economic Affairs and Technology.

SCHEDULE

Definitions

1. In this Schedule "the Agreement" means the Sugar Industry Agreement, 1979, published by Government Notice R. 858 of 27 April 1979, as amended by Government Notices R. 1941 of 31 August 1979, R. 2435 of 2 November 1979, R. 310 of 22 February 1980, R. 864 of 25 April 1980, R. 905 of 2 May 1980, R. 1623 of 8 August 1980, R. 1933 of 19 September 1980, R. 2041 of 3 October 1980, R. 2514 of 5 December 1980, R. 255 of 13 February 1981, R. 1185 of 5 June 1981, R. 2277 of 23 October 1981, R. 2468 of 13 November 1981, R. 252 of 12 February 1982, R. 1906 of 3 September 1982, R. 9 of 7 January 1983, R. 852 of 29 April 1983, R. 1489 of 8 July 1983, R. 1740 of 5 August 1983, R. 146 of 3 February 1984, R. 261 of 17 February 1984, R. 599 of 30 March 1984, R. 2827 of 28 December 1984, R. 1071 of 17 May 1985, R. 202 of 7 February 1986, R. 463 of 14 March 1986, R. 792 of 25 April 1986, R. 793 of 25 April 1986, R. 1260 of 27 June 1986, R. 1628 of 1 August 1986, R. 2075 of 26 September 1986 and R. 636 of 27 March 1987.

Amendment of Schedule F to the Agreement

2. Schedule F to the Agreement is hereby amended—

(a) by the insertion after subparagraph (6) of paragraph 14 of the following subparagraph:

“(6A) (i) When restrictive control of production is in force and a grower without good cause delivers less than 90 % of the difference between his final total sucrose delivery allocation and his deliveries made prior to the date of such final total sucrose delivery allocation, the Central Board may, after consultation with the Mill Group Board concerned, impose a penalty on such grower, the amount of which penalty shall not exceed an amount arrived at by multiplying 20 % of the A Pool sucrose price in the year in question by a figure which represents the difference between 90 % of the sucrose which remained to be delivered in terms of such grower's final total sucrose delivery allocation, and the sucrose deliveries made by such grower after the date of such final total sucrose delivery allocation.

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 1557

17 Julie 1987

WYSIGING VAN DIE SUIKERNYWERHEID- OOREENKOMS, 1979

Ek, George Shepstone Bartlett, Adjunk-minister van Ekonomiese Sake en Tegnologie, handelende namens en in opdrag van die Minister van Ekonomiese Sake en Tegnologie, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikerwet, 1978 (Wet 9 van 1978), die wysigings in die Bylae hiervan uiteengesit wat kragtens en ooreenkomstig die bepalings van artikel 4 (1) (b) van genoemde Wet deur my aan die bepalings van die Suikernywerheidsooreenkoms, 1979, aangebring is.

G. S. BARTLETT,

Adjunk-minister van Ekonomiese Sake en Tegnologie.

BYLAE

Definisies

1. In hierdie Bylae beteken “die Ooreenkoms” die Suikernywerheidsooreenkoms, 1979, gepubliseer by Goewermentskennisgewing R. 858 van 27 April 1979, soos gewysig by Goewermentskennisgewings R. 1941 van 31 Augustus 1979, R. 2435 van 2 November 1979, R. 310 van 22 Februarie 1980, R. 864 van 25 April 1980, R. 905 van 2 Mei 1980, R. 1623 van 8 Augustus 1980, R. 1933 van 19 September 1980, R. 2041 van 3 Oktober 1980, R. 2514 van 5 Desember 1980, R. 255 van 13 Februarie 1981, R. 1185 van 5 Junie 1981, R. 2277 van 23 Oktober 1981, R. 2468 van 13 November 1981, R. 252 van 12 Februarie 1982, R. 1906 van 3 September 1982, R. 9 van 7 Januarie 1983, R. 852 van 29 April 1983, R. 1489 van 8 Julie 1983, R. 1740 van 5 Augustus 1983, R. 146 van 3 Februarie 1984, R. 261 van 17 Februarie 1984, R. 599 van 30 Maart 1984, R. 2827 van 28 Desember 1984, R. 1071 van 17 Mei 1985, R. 202 van 7 Februarie 1986, R. 463 van 14 Maart 1986, R. 792 van 25 April 1986, R. 793 van 25 April 1986, R. 1260 van 27 Junie 1986, R. 1628 van 1 Augustus 1986, R. 2075 van 26 September 1986 en R. 636 van 27 Maart 1987.

Wysiging van Bylae F van die Ooreenkoms

2. Bylae F van die Ooreenkoms word hierby gewysig—

(a) deur die volgende subparagraaf na subparagraaf (6) van paragraaf 14 in te voeg:

“(6A) (i) Wanneer beperkende beheer oor produksie van krag is en 'n kweker sonder geldige rede in gebreke bly om minstens 90 % van die verskil tussen sy finale totale sukroseleweringstoekenning en sy lewerings voor die datum van sodanige finale totale sukroseleweringstoekenning te lewer, kan die Sentrale Raad, na oorlegpleging met die betrokke Meulgroepraad, die betrokke kweker 'n boete oplê, waarvan die bedrag nie 'n bedrag wat verkry word deur 20 % van die A-poel-sukroseprys in die betrokke jaar te vermenigvuldig met 'n syfer wat die verskil verteenwoordig tussen 90 % van die sukrose wat nog volgens sodanige kweker se finale totale sukroseleweringstoekenning gelewer moet word, en sodanige kweker se sukroselewering na die datum van sodanige finale totale sukroseleweringstoekenning te bowe gaan nie;

- (ii) The expression "good cause" in sub-item (i) shall be construed as including agronomic and such other factors and circumstances as may be considered appropriate by the Central Board, but excluding factors based on the economics of B Pool sucrose pricing.
- (iii) The Central Board shall, before exercising the power granted to it in sub-item (i), give such grower an opportunity of being heard before it."
- (b) by the substitution for subparagraphs (2), (3), (4), (5) (a) and (b) and (6) of paragraph 17, of the following subparagraphs, respectively:
- "(2) Mill Group Boards shall, after consultation with the growers and mill concerned and subject to the provisions of this Schedule, determine rules for the taking out of cane estimates and the better carrying out of their functions and duties.
- (3) (a) A grower shall, whenever so requested by his Mill Group Board, submit estimates of the cane which he proposes to deliver during the crushing season in each year.
- (b) Such estimates shall be made in good faith and the grower shall, with due regard to a mill's obligations to accept supplies of cane in terms of paragraph 23 (1) use his best endeavours to compile his cane estimates with reasonable accuracy.
- (4) Reductions or increases in cane estimates by a grower shall be permitted only in accordance with the rules determined by his Mill Group Board in terms of subparagraph (2).
- (5) (a) (i) By not later than 30 September in each year or, unless the Sugar Association decides otherwise, such other date as is agreed upon by the Mill Group Board and the mill concerned, each grower shall be requested, as contemplated in subparagraph (3) (a), to submit a cane estimate which shall simultaneously constitute an undertaking by the grower to deliver the mass of cane indicated in such estimate. After such date a grower may only increase or reduce his undertaking on good cause shown, to the extent permitted by the Mill Group Board and the mill concerned.
- (ii) The expression "good cause" in sub-item (i) shall be construed as including agronomic and such other factors and circumstances as may be considered appropriate, but excluding factors based on the economics of B Pool sucrose pricing.
- (iii) In the event of the Mill Group Board and the mill concerned not being able to agree on a date other than 30 September, either party may refer the matter to the Central Board for adjudication and the decision of the Central Board shall be final.
- (ii) Die uitdrukking "geldige rede" in sub-item (i) omvat akkerboukundige en sodanige ander faktore en omstandighede wat deur die Sentrale Raad ter sake geag word maar uitgesonderd faktore wat op die ekonomie van B-poel-sukrose-prysvasstelling gebaseer is.
- (iii) Die Sentrale Raad moet voor die uitoefening van die bevoegdheid wat in sub-item (i) aan hom verleen is aan sodanige kweker die geleentheid bied om voor hom te verskyn."
- (b) deur subparagrafe (2), (3), (4), (5) (a) en (b) en (6) van paragraaf 17, onderskeidelik, deur die volgende subparagrafe te vervang:
- "(2) Meulgroepraad moet, na oorlegpleging met die kwekers en die betrokke meul en onderworpe aan die bepalings van hierdie Bylae, reëls bepaal vir die maak van rietskattings en die beter uitvoering van hul funksies en pligte.
- (3) (a) 'n Kweker moet, wanneer aldus deur sy Meulgroepraad versoek, skattings voorlê van die riet wat hy voornemens is om gedurende die persseisoen in elke jaar te lewer.
- (b) Sodanige skattings moet ter goeder trou gemaak word en die kweker moet, met behoorlike inagneming van die meul se verpligtings om rietvoorrade ingevolge paragraaf 23 (1) te ontvang, na sy beste vermoë trag om sy rietskattings met redelike noukeurigheid te doen.
- (4) Verminderings of vermeerderings in rietskattings deur 'n kweker word slegs ooreenkomstig die reëls deur sy Meulgroepraad ingevolge subparagraaf (2) bepaal, toegelaat.
- (5) (a) (i) Teen nie later nie as 30 September in elke jaar of, tensy die Suikervereniging anders besluit, dié ander datum waarop deur die Meulgroepraad en die betrokke meul ooreengekom word, word elke kweker versoek, soos in subparagraaf (3) (a) beoog om 'n rietskatting voor te lê wat tegelykertyd 'n onderneming deur die kweker behels om die rietmassa in so 'n skatting aangedui, te lewer. Na sodanige datum mag 'n kweker slegs by bewys van geldige redes sy onderneming vermeerder of verminder, tot die mate deur die betrokke Meulgroepraad en die meul toegelaat.
- (ii) Die uitdrukking "geldige redes" in sub-item (i) word uitgelê as insluitende akkerboukundige en sodanige ander faktore en omstandighede wat paslik geag word, maar uitgesonderd faktore wat op die ekonomie van B-poel-sukrose-prysvasstelling gebaseer is.
- (iii) Ingeval die Meulgroepraad en die betrokke meul nie oor 'n ander datum as 30 September ooreen kan kom nie, kan enige van die partye die aangeleentheid na die Sentrale Raad vir beoordeling verwys, en die Sentrale Raad se beslissing is finaal.

- (b) (i) If after the date referred to in item (a) a grower without good cause delivers less than 90 % of the mass of cane he is required to deliver after such date in terms of his undertaking, the Central Board may, after consultation with the Mill Group Board concerned, impose a penalty on such grower, the amount of which penalty shall not exceed an amount arrived at by multiplying 20 % of the A Pool sucrose price in the year in question by a figure which represents the difference between 90 % of the cane which remained to be delivered after such date in terms of the grower's undertaking and the actual deliveries made by the grower after such date, such difference being converted to tons sucrose at the final relative sucrose percent cane of the grower in that year.
- (ii) If a grower has been permitted to increase or reduce his undertaking in terms of item (a) (i) and the grower without good cause delivers less than 90 % of the mass of cane he is required to deliver in terms of such revised undertaking after the date on which his undertaking is increased or reduced, the Central Board may, after consultation with the Mill Group Board concerned, impose a penalty on such grower, the amount of which penalty shall not exceed an amount arrived at by multiplying 20 % of the A Pool sucrose price in the year in question by a figure which represents the difference between 90 % of the cane which remained to be delivered after the relevant date in terms of such grower's revised undertaking and the actual deliveries made by such grower after such date, such difference being converted to tons sucrose at the final relative sucrose percent cane of the grower in that year.
- (iii) The expression "good cause" in sub-items (i) and (ii) shall be construed as including agronomic and such other factors and circumstances as may be considered appropriate by the Central Board, but excluding factors based on the economics of B Pool sucrose pricing.
- (iv) The Central Board shall, before exercising the power granted to it in sub-items (i) and (ii), give such grower an opportunity of being heard before it.
- (6) It shall be the duty of any Mill Group Board to take out, at regular intervals, and in accordance with rules contemplated in subparagraph (2), estimates of cane which growers propose to deliver during the crushing season and to advise the Central Board, the growers and the mill concerned of such estimates.";
- (b) (i) Indien 'n kweker na die datum in item (a) bedoel, sonder geldige rede minder as 90 % van die rietmassa lewer wat hy ingevolge sy onderneming vereis word om te lewer, kan die Sentrale Raad, na oorlegpleging met die betrokke Meulgroepraad, die betrokke kweker 'n boete opleë waarvan die bedrag nie 'n bedrag wat verkry word deur 20 % van die A-poel-sukroseprys in die betrokke jaar te vermenigvuldig met 'n syfer wat die verskil verteenwoordig tussen 90 % van die riet wat nog na sodanige datum ingevolge sy onderneming gelewer moet word en die kweker se werklike lewerings na sodanige datum, te bowe gaan nie, welke verskil in tonnemaat sukrose teen die finale relatiewe sukrose-persent-riet van die kweker in daardie jaar omskep word.
- (ii) Indien 'n kweker toegelaat is om sy onderneming ingevolge item (a) (i) te vermeerder of te verminder en die kweker sonder geldige rede minder lewer as 90 % van die rietmassa wat van hom ingevolge sodanige hersiene onderneming vereis word om te lewer na die datum waarop sy onderneming vermeerder of verminder is, kan die Sentrale Raad, na oorlegpleging met die betrokke Meulgroepraad, sodanige kweker 'n boete opleë, waarvan die bedrag nie 'n bedrag wat verkry word deur 20 % van die A-poel-sukroseprys in die betrokke jaar te vermenigvuldig met 'n syfer wat die verskil verteenwoordig tussen 90 % van die riet wat nog na die betrokke datum ingevolge sodanige kweker se hersiene onderneming gelewer moet word en sodanige kweker se werklike lewerings na sodanige datum gedoen, te bowe gaan nie, welke verskil in tonnemaat sukrose teen die finale relatiewe sukrose-persent-riet van die kweker in daardie jaar omskep word.
- (iii) Die uitdrukking "geldige rede" in sub-items (i) en (ii) omvat akkerboukundige en sodanige ander faktore en omstandighede wat deur die Sentrale Raad ter sake geag word maar uitgesonderd faktore wat op die ekonomie van B-poel-prysvasstelling gebaseer is.
- (iv) Die Sentrale Raad moet voor die uitoefening van die bevoegdheid wat in sub-items (i) en (ii) aan hom verleen is aan sodanige kweker die geleentheid gee om voor hom te verskyn.
- (6) Dit is die plig van 'n Meulgroepraad om met gereelde tussenposes en ooreenkomstig reëls soos beoog in subparagraaf (2), skattings te maak van die riet wat kwekers beoog om gedurende die persseisoen te lewer en om die Sentrale Raad, die kwekers en die betrokke meul van sodanige skattings te verwittig.";

(c) by the substitution for item (a) of paragraph 18 (4) of the following item:

“(a) fails to submit estimates the accuracy of which is acceptable to the Mill Group Board, or the Central Board, of the cane he proposes to deliver in terms of paragraph 17.”;

(d) by the substitution in paragraph 23—

(i) for subparagraph (3), of the following subparagraph:

“(3) (a) As soon as reasonably possible after the receipt of the first production estimates in each year compiled in accordance with paragraph 17 (6), each mill shall furnish its Mill Group Board and the Central Board with a provisional advice of the total quantity of B Pool sucrose which the mill will be prepared to accept from its growers during such crushing season.

(b) As soon as reasonably possible after the receipt of the production estimates as at the end of the June mill month in each year, each mill shall advise its Mill Group Board and the Central Board of the total quantity of B Pool sucrose which the mill will be prepared to accept from its growers during the crushing season in such year, and the furnishing of such advice shall simultaneously constitute an obligation upon the mill to accept, pursuant to the Agreement, the mass of sucrose so advised.

(c) A mill may from time to time in each crushing season by notice to its Mill Group Board, and to the Central Board, increase the mass of B Pool sucrose such mill is prepared to accept from its growers, and any such increase shall be deemed to be incorporated under the obligation referred to in item (b).

(d) Any obligation imposed upon a mill to accept B Pool sucrose in terms of this paragraph shall be no greater than the aggregate of estimates of growers, constituting undertakings by them by virtue of the provisions of paragraph 17 (5).”;

(ii) for item (a) of subparagraph (4) of the following item:

“(a) (i) If in any year a mill fails to carry out the obligations imposed upon it in terms of subparagraph (1) (a) to (f), inclusive, without good cause for such failure being shown, the Central Board may impose a penalty on such mill, the amount of which penalty shall not exceed an amount arrived at by multiplying 20 % of the A Pool sucrose price in the year in question by a figure which represents 90 % of the sucrose that would have been tendered for delivery had the mill fulfilled the obligations referred to in subparagraph (1).

(c) deur item (a) van paragraaf 18 (4) deur die volgende item te vervang:

“(a) in gebreke bly om skattings waarvan die noukeurigheid vir die Meulgroepraad, of die Sentrale Raad, aanvaarbaar is, van die riet wat hy beoog om ingevolge paragraaf 17 te lewer, voor te lê.”;

(d) deur die vervanging in paragraaf 23—

(i) van subparagraph (3), deur die volgende subparagraph:

“(3) (a) So spoedig as wat redelikerwys moontlik is na ontvangs van die produksieskattings wat in elke jaar ooreenkomstig paragraaf 17 (6) saamgestel word, voorsien elke meul sy Meulgroepraad en die Sentrale Raad van ’n voorlopige advies van die totale hoeveelheid B-poel-sukrose wat die meul bereid sal wees om van sy kwekers gedurende die persseisoen te ontvang.

(b) So spoedig as wat redelikerwys moontlik is na ontvangs van die produksieskattings soos teen die einde van die Junie-meulmaand in elke jaar, verwittig elke meul sy Meulgroepraad en die Sentrale Raad van die totale hoeveelheid B-poel-sukrose wat die meul bereid sal wees om van sy kwekers gedurende die persseisoen in sodanige jaar te ontvang, en die verskaffing van sodanige advies sal tegelykertyd ’n verpligting op die meul behels om, uit hoofde van die Ooreenkoms, die sukrose-massa aldus verstrek, te aanvaar.

(c) ’n Meul kan van tyd tot tyd in elke persseisoen by wyse van kennisgewing aan sy Meulgroepraad, en aan die Sentrale Raad, die hoeveelheid B-poel-sukrose wat hy bereid is om van sy kwekers te aanvaar, vermeerder, en enige sodanige vermeerdering word geag onder die verpligting in item (b) bedoel ingesluit te wees.

(d) Enige verpligting wat ’n meul opgelê is om B-poel-sukrose ingevolge hierdie paragraaf te ontvang, mag nie groter wees as die totaal van skattings deur kwekers, wat ondernemings deur hulle behels uit hoofde van die bepalings van paragraaf 17 (5) nie.”;

(ii) van item (a) van subparagraph (4) deur die volgende item:

“(a) (i) Indien ’n meul in enige jaar in gebreke bly om die verpligtings hom ingevolge subparagraph (1) (a) tot en met (f) opgelê, uit te voer sonder die bewys van geldige redes vir so ’n versuim, kan die Sentrale Raad sodanige meul ’n boete oplê, waarvan die bedrag nie ’n bedrag wat verkry word deur 20 % van die A-poel-sukroseprijs in die betrokke jaar te vermenigvuldig met ’n syfer wat 90 % van die sukrose wat vir lewering aanvaar sou gewees het indien die meul sy verpligtings in subparagraph (1) bedoel, nagekom het te bowe gaan nie.

- (ii) The expression "good cause" in sub-item (i) shall include the inability of a mill to operate below a minimum practical level of cane throughput.
- (iii) Any penalty imposed in terms of sub-item (i) shall be a debt, due and payable, by the mill in question to the Sugar Association,"; and
- (iii) for the words "in accordance with subparagraphs (3) and (4)" in subparagraph (4) (b) of the words "in accordance with subparagraph (3)"; and

(e) by the insertion of the following subparagraph after subparagraph (10):

- "(10A) (i) When the circumstances contemplated by subparagraph (7) are in operation and a grower without good cause delivers less than 90 % of the difference between his final total sucrose delivery allocation and his deliveries made prior to the date of such final total sucrose delivery allocation, the Central Board may, after consultation with the Mill Group Board, concerned, impose a penalty on such grower, the amount of which penalty shall not exceed an amount arrived at by multiplying 20 % of the A Pool sucrose price in the year in question by a figure representing the difference between 90 % of the sucrose which remained to be delivered in terms of such grower's final total sucrose delivery allocation and the sucrose deliveries made by such grower after the date of such final total sucrose delivery allocation.
- (ii) The expression "good cause" in sub-item (i) shall be construed as including agronomic and such other factors and circumstances as may be considered appropriate by the Central Board, but excluding factors based on the economics of B Pool sucrose pricing.
- (iii) The Central Board shall, before exercising the power granted to it in sub-item (i), give such grower an opportunity of being heard before it."

(ii) Die uitdrukking "geldige rede" in sub-item (i) sluit 'n meul se onvermoë om onder 'n minimum praktiese vlak van rietdeurset te funksioneer, in.

(iii) Enige boete ingevolge sub-item (i) opgelê, is 'n skuld, verskuldig en betaalbaar deur die betrokke meul aan die Suikervereniging."; en

(iii) van die woorde "ooreenkomstig subparagrafe (3) en (4)" in subparagraaf (4) (b) deur die woorde "ooreenkomstig subparagraaf (3)"; en

(e) deur die volgende subparagraaf na subparagraaf (10) in te voeg:

- "(10A) (i) Wanneer die omstandighede in subparagraaf (7) bedoel, in werking is, en 'n kweker sonder geldige rede minder as 90 % lower van die verskil tussen sy totale suikroselewerings-toekenning en sy lewerings gemaak voor die datum van sodanige finale suikroselewerings-toekenning, kan die Sentrale Raad, na oorlegpleging met die betrokke Meulgroep, sodanige kweker 'n boete oplê, waarvan die bedrag nie 'n bedrag wat verkry word deur 20 % van die A-poel-suikroseprys in die betrokke jaar te vermenigvuldig met 'n syfer wat die verskil verteenwoordig tussen 90 % van die suikrose wat nog ingevolge sodanige kweker se finale totale suikroselewerings-toekenning gelewer moet word en die suikroselewerings deur sodanige kweker na die datum van sodanige finale totale suikroselewerings-toekenning gemaak, te bowe gaan nie.
- (ii) Die uitdrukking "geldige rede" in sub-item (i) omvat akkerboukundige en sodanige ander faktore en omstandighede wat deur die Sentrale Raad ter sake geag word maar uitgesonderd faktore wat op die ekonomie van B-poel-prysvaststelling gebaseer is.
- (iii) Die Sentrale Raad moet voor die uitoefening van die bevoegdheid wat in sub-item (i) aan hom verleen is aan sodanige kweker die geleentheid gee om voor hom te verskyn."

DEPARTMENT OF FINANCE

No. R. 1575

17 Julie 1987

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 2 (No. 2/121)

Under section 56 of the Customs and Excise Act, 1964, Part 1 of Schedule 2 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,
Deputy Minister of Finance.

DEPARTEMENT VAN FINANSIES

No. 1575

17 Julie 1987

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 2 (No. 2/121)

Kragtens artikel 56 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 2 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,
Adjunk-minister van Finansies.

SCHEDULE

I Item	II			III Rebate Items	IV Imported from or originat- ing in	V Rate of anti- dumping- duty
	Tariff Heading/ Sub- heading	Code	Description			
“208.00			By the insertion before item 211.00 of the following: Articles of leather; saddlery and harness; travel goods, handbags and similar containers; articles of animal gut (excluding silk worm gut)			
208.02			Articles of leather; saddlery and harness; travel goods, handbags and similar containers; articles of animal gut (excluding silk worm gut)			
	42.02	01.00 48	Travel goods and similar containers (excluding those of leather or composition leather)		Zimbabwe	115%”

Note.—Provision is made for anti-dumping duty of 115 % on travel goods and similar containers (excluding those of leather or composition leather) imported from or originating in Zimbabwe.

BYLAE

I Item	II			III Korting- items	IV Ingevoer vanaf of afkomstig van	V Skaal van anti- dumping- reg
	Tarief- pos/ Subpos	Kode	Beskrywing			
“208.00			Deur voor item 211.00 die volgende in te voeg: Artikels van leer; saal- en tuie-makersware; reisartikels, hand-sakke en dergelike houers; artikels van dierederms (uitgesonderd sy-wurmsnaar)			
208.02			Artikels van leer; saal- en tuie-makersware; reisartikels, hand-sakke en dergelike houers; artikels van dierederms (uitgesonderd sy-wurmsnaar)			
	42.02	01.00 48	Reisartikels en dergelike houers (uitge-sonderd dié van leer of saamgestelde leer)		Zimbabwe	115%”

Opmerking.—Voorsiening word gemaak vir 'n anti-dumpingreg van 115 % op reisartikels en dergelike houers (uitge-sonderd dié van leer of saamgestelde leer) ingevoer vanaf of afkomstig van Zimbabwe.

Use it.

Don't abuse



it.

water is for everybody

Werk mooi daarmee.

Ons leef



daarvan.

water is kosbaar

NOW AVAILABLE

REPORTS OF THE APPEAL COURTS FOR COMMISSIONERS' COURTS

(In book form)

1972-1974 (484 pages)

1975-1977 (338 pages)

Selling price (GST excluded)

1972-1974: Local, R9,20; other countries, R10,90; post free

1975-1977: Local, R7,40; other countries, R8,70; post free

—oOo—

NOU BESKIKBAAR

VERSLAE VAN DIE APPÈLHOWE VIR KOMMISSARISHOWE

(In boekvorm)

1972-1974 (484 bladsye)

1975-1977 (338 bladsye)

Verkoopprijs (AVB uitgesluit)

1972-1974: Plaaslik, R9,20; buitelands, R10,90; posvry

1975-1977: Plaaslik, R7,40; buitelands, R8,70; posvry

Please keep our country, South
Africa, clean!



Help om ons land, Suid-Afrika,
skoon te hou!

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1986 to 30 September 1987, English is to be placed FIRST.
3. This arrangement is 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.*

—oOo—

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1986 tot 30 September 1987 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming 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.*

CONTENTS

INHOUD

No.	Page No.	Gazette No.
GOVERNMENT NOTICES		
Agricultural Economics and Marketing, Department of		
<i>Government Notice</i>		
R. 1536 Livestock Improvement Act (25/1977): Livestock improvement regulations: Amendment: Correction notice	1	10827
Development Aid, Department of		
<i>Government Notice</i>		
R. 1533 Regulations of Functions of Officers in the Public Service Act (19/1980): Rearrangement of the functions of officers in the Department of Development Aid	1	10827
Finance, Department of		
<i>Government Notices</i>		
R. 1518 Customs and Excise Act (91/1964): Amendment of Schedule 1 (No. 1/1/1303)	3	10827
R. 1519 do.: Amendment of Schedule 3 (No. 3/910)	3	10827
R. 1520 do.: Amendment of Schedule 3 (No. 3/911)	4	10827
R. 1521 do.: Amendment of Schedule 4 (No. 4/419)	4	10827
R. 1522 do.: Amendment of Schedule 4 (No. 4/418): Correction notice	5	10827
R. 1523 Sales Tax Act (103/1978): Regulations under section 48	5	10827
R. 1575 Customs and Excise Act (91/1964): Amendment of Schedule 2 (No. 2/121)	51	10827
Manpower, Department of		
<i>Government Notices</i>		
R. 1532 Labour Relations Act (28/1956): Liquor and Catering Trade, Pietermaritzburg: Amendment of Main Agreement	6	10827
R. 1553 Labour Relations Act (28/1956): Building Industry, Port Natal: Amendment of Main Agreement	8	10827
R. 1561 Labour Relations Act (28/1956): Iron, Steel, Engineering and Metallurgical Industry: Renewal of ISPA Subgroup Agreement	11	10827
R. 1562 do.: Sweetmaking Industry, Johannesburg: Amendment of Main Agreement	11	10827
R. 1563 do.: Sweet Manufacturing Industry, East London: Renewal of Agreement	13	10827
R. 1564 do.: Sweetmaking Industry, East London: Amending Agreement	14	10827
R. 1565 do.: Bedding Manufacturing Industry, Transvaal: Amendment of Benefit Funds Agreement	16	10827
R. 1566 do.: Furniture Manufacturing Industry, Transvaal: Amendment of Benefit Funds Agreement	20	10827
R. 1568 Labour Relations Act (28/1956): Iron, Steel, Engineering and Metallurgical Industry: Amendment of Main Agreement	35	10827
R. 1569 do.: do.: Amendment of Lift Engineering Agreement	42	10827
South African Police		
<i>Government Notice</i>		
R. 1517 Police Act (7/1958): Amendment of the regulations for the Reserve Police Force	44	10827
South African Transport Services		
<i>Government Notices</i>		
R. 1559 Conditions of Employment (South African Transport Services) Act (16/1983): Personnel regulations: Schedule of amendment	45	10827
R. 1560 do.: Transmed regulations: Schedule of amendment	46	10827
Trade and Industry, Department of		
<i>Government Notice</i>		
R. 1557 Sugar Act (9/1978): Amendment of the Sugar Industry Agreement, 1979	47	10827

No.	Bladsy No.	Staatskoerant No.
GOEWERMENSKENNISGEWINGS		
Finansies, Departement van		
<i>Goewermentskennisgewings</i>		
R. 1518 Doeane- en Aksynswet (91/1964): Wysiging van Bylae 1 (No. 1/1/1303)	3	10827
R. 1519 do.: Wysiging van Bylae 3 (No. 3/910)	3	10827
R. 1520 do.: Wysiging van Bylae 3 (No. 3/911)	4	10827
R. 1521 do.: Wysiging van Bylae 4 (No. 4/419)	4	10827
R. 1522 do.: Wysiging van Bylae 4 (No. 4/418): Verbeteringskennisgewing	5	10827
R. 1523 Verkoopbelastingwet (103/1978): Regulasies kragtens artikel 48	5	10827
R. 1575 Doeane- en Aksynswet (91/1964): Wysiging van Bylae 2 (No. 2/121)	51	10827
Handel en Nywerheid, Departement van		
<i>Goewermentskennisgewing</i>		
R. 1557 Suikerwet (9/1978): Wysiging van die Suikernywerheidsooreenkoms, 1979	47	10827
Landbou-ekonomie en -bemarking, Departement van		
<i>Goewermentskennisgewing</i>		
R. 1536 Veeverbeteringswet (25/1977): Veeverbeteringsregulasies: Wysiging: Verbeteringskennisgewing	1	10827
Mannekrag, Departement van		
<i>Goewermentskennisgewings</i>		
R. 1532 Wet op Arbeidsverhoudinge (28/1956): Drank- en Spyseniersbedryf, Pietermaritzburg: Wysiging van Hoof-ooreenkoms	6	10827
R. 1553 Wet op Arbeidsverhoudinge (28/1956): Bounywerheid, Port Natal: Wysiging van Hoof-ooreenkoms	8	10827
R. 1561 Wet op Arbeidsverhoudinge (28/1956): Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Hernuwing van ISPA-subgroep-ooreenkoms	11	10827
R. 1562 do.: Lekkergoednywerheid, Johannesburg: Wysiging van Hoof-ooreenkoms	11	10827
R. 1563 do.: Lekkergoednywerheid, Oos-Londen: Hernuwing van Ooreenkoms	13	10827
R. 1564 do.: Wysiging van Ooreenkoms	14	10827
R. 1565 do.: Beddegoednywerheid, Transvaal: Wysiging van Bystandsfondse-ooreenkoms	16	10827
R. 1566 do.: Meubelnywerheid, Transvaal: Wysiging van Bystandsfondse-ooreenkoms	20	10827
R. 1568 Wet op Arbeidsverhoudinge (28/1956): Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Wysiging van Hoof-ooreenkoms	25	10827
R. 1569 do.: do.: Wysiging van Hysbakingenieurs-ooreenkoms	42	10827
Ontwikkelingshulp, Departement van		
<i>Goewermentskennisgewing</i>		
R. 1533 Wet op die Reëling van Werksaamhede van Beampes in die Staatsdiens (19/1980): Herreëling van die werksaamhede van beampes in die Departement van Ontwikkelingshulp	1	10827
Suid-Afrikaanse Polisie		
<i>Goewermentskennisgewing</i>		
R. 1517 Polisie wet (7/1958): Wysiging van die regulasies vir die Reserwepolisie mag	44	10827
Suid-Afrikaanse Vervoerdienste		
<i>Goewermentskennisgewings</i>		
R. 1559 Wet op Diensvoorwaardes (Suid-Afrikaanse Vervoerdienste) (16/1983): Personeelregulasies: Wysigingslys	45	10827
R. 1560 do.: Transmed-regulasies: Wysigingslys	46	10827