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GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 1780

21 August 1987

AGRICULTURAL PESTS ACT, 1983 (ACT 36 OF 1983)

CONTROL MEASURES RELATING TO COTTON.—
AMENDMENT

I, André Isak van Niekerk, Deputy Minister of Agriculture, acting on behalf of the Minister of Agriculture under section 6 of the Agricultural Pests Act, 1983 (Act 36 of 1983), hereby amend the control measures relating to cotton published by Government Notice R. 1902 of 12 September 1986, as set out in the Schedule.

A. I. VAN NIEKERK,
Deputy Minister of Agriculture.

SCHEDULE

Definitions

1. In this Schedule "the Control Measures" means the control measures relating to cotton published by Government Notice R. 1902 of 12 September 1986.

Substitution of Table 1 of the Control Measures

2. The following Table is hereby substituted for Table 1 of the Control Measures:

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 1780

21 Augustus 1987

WET OP LANDBOUPLAЕ, 1983 (WET 36 VAN 1983)

BEHEERMAATREËLS BETREFFENDE KATOEN.—
WYSIGING

Ek, André Isak van Niekerk, Adjunk-minister van Landbou, handelende namens die Minister van Landbou kragtens artikel 6 van die Wet op Landbouplae, 1983 (Wet 36 van 1983), wysig hierby die beheermaatreëls betreffende katoen gepubliseer by Goewermentskennisgewing R. 1902 van 12 September 1986, soos in die Bylae uiteengesit.

A. I. VAN NIEKERK,
Adjunk-minister van Landbou.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken "die Beheermaatreëls" die beheermaatreëls betreffende katoen gepubliseer by Goewermentskennisgewing R. 1902 van 12 September 1986.

Vervanging van Tabel 1 van die Beheermaatreëls

2. Tabel 1 van die Beheermaatreëls word hierby deur die volgende Tabel vervang:

"TABLE/TABEL 1

AREAS IN WHICH AND PERIODS DURING WHICH THE DESTRUCTION OF TOP GROWTH AND THE PREVENTION OF REGROWTH ARE COMPULSARY/GEBIEDE WAARIN EN TYDPERKE WAARTYDENS DIE VERNIETIGING VAN BOGROEI EN DIE VOORKOMING VAN HERGROEI VERPLIGTEND IS

Description of area/Beskrywing van gebied	Date on which top growth has to be destroyed/Datum waarop bogroei vernietig moet wees	Period during which cotton plants and stubbles have to be kept free of regrowth/Tydpêrk waartydens katoenplante en stoppels vry van hergroei gehou moet word
1	2	3
1. Orange Free State/Oranje-Vrystaat	15 Aug.	15 Aug.-15 Sept.
2. Cape Province/Kaapprovinsie	15 Aug.	15 Aug.-15 Sept.
3. Transvaal excluding the following magisterial districts/Transvaal behalwe die volgende landdrostrikte: Barberton, Carolina, Ermelo, Letaba, Nelspruit, Pilgrim's Rest/Pelgrimsrus, Piet Retief, White River/Witrivier	1 Sept.	1 Sept.-30 Sept.
4. Natal excluding the following magisterial districts/Natal behalwe die volgende landdrostrikte: Ngotshe, Paulpietersburg, Ubombo	1 Sept.	1 Sept.-30 Sept."

Substitution of Table 2 of the Control Measures

3. The following Table is hereby substituted for Table 2 of the Control Measures:

Vervanging van Tabel 2 van die Beheermaatreëls

3. Tabel 2 van die Beheermaatreëls word hierby deur die volgende Tabel vervang:

"TABLE/TABEL 2

AREAS WITHIN WHICH THE DESTRUCTION OF COTTON PLANTS AND HOST PLANTS ARE COMPULSARY AND THE KEEPING, PLANTING AND CULTIVATION THEREOF IS PROHIBITED/GEBIEDE WAARIN DIE VERNIETIGING VAN KATOENPLANTE EN GASHEERPLANTE VERPLIGTEND IS EN DIE HOU, PLANT EN KWEK DAARVAN VERBODE IS

Description of area/Beskrywing van gebied	Date on which cotton plants and host plants have to be destroyed/Datum waarop katoen- en gasheerplante vernietig moet wees	Period during which the keeping, planting and cultivation of cotton plants and host plants are prohibited/Tydpêrk waartydens die hou, plant of kweek van katoenplante en gasheerplante verbode is
1	2	3
The following Magisterial Districts/Die volgende landdrostrikte: Barberton, Carolina, Ermelo, Letaba, Nelspruit, Ngotshe, Paulpietersburg, Pilgrim's Rest/Pelgrimsrus, Piet Retief, Ubombo, White River/Witrivier	1 Aug.	1 Aug.-30 Sept."

DEPARTMENT OF FINANCE

No. R. 1787

21 August 1987

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/1314)

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. 1787

21 Augustus 1987

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/1314)

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	IV Rate of Duty	
		General	M.F.N.
29.16 By the substitution for subheadings Nos. 29.16.65 and 29.16.70 of the following:			
"29.16.65 2-Methyl-4-chlorophenoxyacetic acid and its derivatives	kg	15% or 298c per kg less 85%"	
"29.16.70 2,4-Dichlorophenoxyacetic acid and its derivatives	kg	15% or 221c per kg less 85%"	
29.31 By the substitution for subheading No. 29.31.89.20 of the following:			
".20 Sodium N-methyl dithiocarbamate	kg	free"	

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV
		General		
29.35 By the substitution for subheading No. 29.35.75 of the following: "29.35.75 Atrazine	kg	15% or 370c per kg less 85%"		
38.11 By the substitution for subheading No. 38.11.60.10 of the following: ".10 With atrazine as active ingredient	kg	15% or 370c per kg less 85%"		
By the substitution for subheadings Nos. 38.11.60.45 and 38.11.60.50 of the following: ".45 With 2-methyl-4-chlorophenoxyacetic acid or its derivatives as active ingredient	kg	15% or 254c per kg less 85%"		
".50 With 2,4-dichlorophenoxyacetic acid or its derivatives as active ingredient	kg	15% or 213c per kg less 85%"		

Note.—The rates of duty on 2-methyl-4-chlorophenoxyacetic acid and its derivatives, 2,4-dichlorophenoxyacetic acid and its derivatives, sodium N-methyl dithiocarbamate and atrazine, and herbicides, plant growth regulators and antisprouting products with these chemicals as active ingredient, are amended.

BYLAE

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV
		Algemeen		
29.16 Deur subposte Nos. 29.16.65 en 29.16.70 deur die volgende te vervang: "29.16.65 2-Metiel-4-chloorfenoksisasynsuur en derivate daarvan	kg	15% of 298c per kg min 85%"		
"29.16.70 2,4-Dichloorfenoksisasynsuur en derivate daarvan	kg	15% of 221c per kg min 85%"		
29.31 Deur subpos No. 29.31.89.20 deur die volgende te vervang: ".20 Natrium-N-metielditiokarbamaat	kg	vry"		
29.35 Deur subpos No. 29.35.75 deur die volgende te vervang: "29.35.75 Atrasien	kg	15% of 370c per kg min 85%"		
38.11 Deur subposte No. 38.11.60.10, 38.11.60.45 en 38.11.60.50 deur die volgende te vervang: ".10 Met atrisien as aktiewe bestanddeel	kg	15% of 370c per kg min 85%"		
".45 Met 2-metiel-4-chloorfenoksisasynsuur of derivate daarvan as aktiewe bestanddeel	kg	15% of 254c per kg min 85%"		
".50 Met 2,4-dichloorfenoksisasynsuur of derivate daarvan as aktiewe bestanddeel	kg	15% of 213c per kg min 85%"		

Opmerking.—Die skale van reg op en 2-metiel-4-chloorfenoksisasynsuur en derivate daarvan, 2,4-dichloorfenoksisasynsuur en derivate daarvan, natrium-N-metielditiokarbamaat en atrisien, en plantdoders, plantgroeireguleerders en anti-ontkiemingsmiddels wat dié chemikalieë as aktiewe bestanddeel bevat, word gewysig.

No. R. 1788

21 August 1987

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/1313)

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.

No. R. 1788

21 Augustus 1987

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/1313)

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
		General		
39.02 By the substitution for the subheading No. 39.02.40.30 of the following: ".30 Other, in blocks, lumps, powders, granules, flakes and similar bulk forms	kg	15% or 350c per kg less 85%"		

Notes.—1. The rate of duty on styrene polymers and copolymers (excluding ion exchangers), in blocks, lumps, powders, granules, flakes and similar bulk forms is amended from 15% or 160c per kg less 85% to 15% or 350c per kg less 85%.

2. Goods which comply with the conditions of item 460.22 may be admitted under rebate of duty under that item and for this purpose the Board of Trade and Industry has certified that the increase in the rate of duty is as a result of an application for tariff protection not previously published in the *Government Gazette* for general information.

BYLAE

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV
		Algemeen		
39.02 Deur subpos No. 39.02.40.30 deur die volgende te vervang: ".30 Ander, in blokke, stukke, poeiers, korrels, vlokke en dergelike massavorms	kg	15% of 350c per kg min 85%"		

Opmerkings.—1. Die skaal van reg op stireenpolimere en -kopolimere (uitgesonderd ioonuitruilers), in blokke, stukke, poeiers, korrels, vlokke en dergelike massavorms word gewysig van 15% of 160c per kg min 85% tot 15% of 350c per kg min 85%.

2. Goedere wat aan die vereistes van item 460.22 voldoen, kan by dié item met korting op reg toegelaat word en die Raad van Handel en Nywerheid het vir dié doel gesertifiseer dat die verhoging van die skaal van reg as gevolg van 'n aansoek om tariefbeskerming is wat nie vooraf vir algemene inligting in die *Staatskoerant* gepubliseer was nie.

No. R. 1789

21 August 1987

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/916)

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. 1789

21 Augustus 1987

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/916)

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	
316.01		"03.00 49	By the insertion after rebate code 02.00 to tariff heading No. 73.15 of the following: Hollow mining drill steel, with a cross-section in the form of a circle, with an outside cross-sectional dimension of 22 mm or more but not exceeding 45 mm, containing by mass— 0,17 per cent or more but not exceeding 0,22 per cent carbon; 0,45 per cent or more but not exceeding 0,65 per cent manganese; 1,65 per cent or more but not exceeding 2,00 per cent nickel; 0,40 per cent or more but not exceeding 0,60 per cent chromium; and 0,20 per cent or more but not exceeding 0,30 per cent molybdenum, for the manufacture of hollow mining drill extensions	Full duty

I		II		III
Rebate Item	Tariff Heading	Rebate Code	Description	Extent of Rebate
		04.00 43	Hollow mining drill steel, with a cross-section in the form of a hexagon, with an outside cross-sectional dimension of 35 mm or more but not exceeding 45 mm, containing by mass— 0,17 per cent or more but not exceeding 0,22 per cent carbon; 0,45 per cent or more but not exceeding 0,65 per cent manganese; 1,65 per cent or more but not exceeding 2,00 per cent nickel; 0,40 per cent or more but not exceeding 0,60 per cent chromium; and 0,20 per cent or more but not exceeding 0,30 per cent molybdenum, for the manufacture of hollow mining drill extensions By the insertion after rebate code 05.00 to tariff heading No. 73.18 of the following:	Full duty"
		06.00 41	Tubes and pipes, of steel, with a cross-section in the form of a circle, with an outside cross-sectional dimension of 22 mm or more but not exceeding 45 mm, containing by mass— 0,17 per cent or more but not exceeding 0,22 per cent carbon; 0,45 per cent or more but not exceeding 0,65 per cent manganese; 1,65 per cent or more but not exceeding 2,00 per cent nickel; 0,40 per cent or more but not exceeding 0,60 per cent chromium; and 0,20 per cent or more but not exceeding 0,30 per cent molybdenum, for the manufacture of hollow mining drill extensions	Full duty
		07.00 46	Tubes and pipes, of steel, with a cross-section in the form of a hexagon, with an outside cross-sectional dimension of 35 mm or more but not exceeding 45 mm, containing by mass— 0,17 per cent or more but not exceeding 0,22 per cent carbon; 0,45 per cent or more but not exceeding 0,65 per cent manganese; 1,65 per cent or more but not exceeding 2,00 per cent nickel; 0,40 per cent or more but not exceeding 0,60 per cent chromium; and 0,20 per cent or more but not exceeding 0,30 per cent molybdenum, for the manufacture of hollow mining drill extensions	Full duty"

Note.—Provision is made for a rebate of the full duty on certain hollow mining drill steel and certain tubes and pipes of steel, for the manufacture of hollow mining drill extensions.

BYLAE

I		II		III
Korting- item	Tarief pos	Korting- kode	Beskrywing	Mate van Korting
316.01		03.00 49	Deur na kortingkode 02.00 by tariefpos no. 73.15 die volgende in te voeg: Hol mynboorstaal, met 'n dwarsdeursnee-aansig in die vorm van 'n sirkel, met 'n buitewarsdeursnee-afmeting van minstens 22 mm maar hoogstens 45 mm, wat volgens massa— minstens 0,17 persent maar hoogstens 0,22 persent koolstof; minstens 0,45 persent maar hoogstens 0,65 persent mangaan; minstens 1,65 persent maar hoogstens 2,00 persent nikkel; minstens 0,40 persent maar hoogstens 0,60 persent chroom; en minstens 0,20 persent maar hoogstens 0,30 persent molibdeen	Volle reg
		04.00 43	bevat, vir die vervaardiging van hol mynboorverlengstukke Hol mynboorstaal, met 'n dwarsdeursnee-aansig in die vorm van 'n seshoek, met 'n buitewarsdeursnee-afmeting van minstens 35 mm maar hoogstens 45 mm, wat volgens massa— minstens 0,17 persent maar hoogstens 0,22 persent koolstof; minstens 0,45 persent maar hoogstens 0,65 persent mangaan; minstens 1,65 persent maar hoogstens 2,00 persent nikkel; minstens 0,40 persent maar hoogstens 0,60 persent chroom; en minstens 0,20 persent maar hoogstens 0,30 persent molibdeen bevat, vir die vervaardiging van hol mynboorverlengstukke Deur na kortingkode 05.00 by tariefpos no. 73.18 die volgende in te voeg:	Volle reg"

I Korting- item	II			III Mate van Korting
	Tarief pos	Korting- kode	Beskrywing	
		06.00 41	Buise en pype, van staal, met 'n dwarsdeursnee-aansig in die vorm van 'n sirkel, met 'n buitewarsdeursnee-afmeting van minstens 22 mm maar hoogstens 45 mm, wat volgens massa— minstens 0,17 persent maar hoogstens 0,22 persent koolstof; minstens 0,45 persent maar hoogstens 0,65 persent mangaan; minstens 1,65 persent maar hoogstens 2,00 persent nikkel; minstens 0,40 persent maar hoogstens 0,60 persent chroom; en minstens 0,20 persent maar hoogstens 0,30 persent molibdeen, bevat, vir die vervaardiging van hol mynboorverlengstukke	Volle reg
		07.00 46	Buise en pype, van staal, met 'n dwarsdeursnee-aansig in die vorm van 'n seshoek, met 'n buitewarsdeursnee-afmeting van minstens 35 mm maar hoogstens 45 mm, wat volgens massa— minstens 0,17 persent maar hoogstens 0,22 persent koolstof; minstens 0,45 persent maar hoogstens 0,65 persent mangaan; minstens 1,65 persent maar hoogstens 2,00 persent nikkel; minstens 0,40 persent maar hoogstens 0,60 persent chroom; en minstens 0,20 persent maar hoogstens 0,30 persent molibdeen bevat, vir die vervaardiging van hol mynboorverlengstukke	Volle reg

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op sekere hol mynboorstaal en sekere buise en pype van staal, vir die vervaardiging van hol mynboorverlengstukke.

DEPARTMENT OF MANPOWER

No. R. 1765

21 August 1987

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE (WITWATERSRAND).— RENEWAL OF MAIN AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Manpower, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1708 of 21 Augustus 1981, R. 320 of 18 February 1983, R. 2641 of 2 December 1983, and R. 2253 of 19 October 1984, to be effective from 1 October 1987 and for the period ending 30 November 1987.

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

No. R. 1766

21 August 1987

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 413.— BUSINESS EQUIPMENT INDUSTRY, CERTAIN AREAS

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 413, Business Equipment Industry, Certain Areas, published under Government Notice R. 1468 of 17 July 1981, as amended by Government Notices R. 1977 of 16 September 1983 and R. 1702 of 2 August 1985, in accordance with the Schedule hereto and fix the third Monday after the date of publication of this notice as the date from which the said amendment shall be binding.

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

DEPARTEMENT VAN MANNEKRAG

No. R. 1765

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF (WITWATERSRAND).— HERNUWING VAN HOOFOOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van Goewermenskennisgewings R. 1708 van 21 August 1981, R. 320 van 18 Februarie 1983, R. 2641 van 2 Desember 1983, en R. 2253 van 19 Oktober 1984, van krag is vanaf 1 Oktober 1987 en vir die tydperk wat op 30 November 1987 eindig.

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

No. R. 1766

21 Augustus 1987

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 413.— BEDRYFSUITRUSTINGNYWERHEID, SEKERE GE- BIEDE

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 413, Bedryfsuitrustingnywerheid, Sekere Gebiede, gepubliseer by Goewermenskennisgewing R. 1468 van 17 Julie 1981, soos Gewysig by Goewermenskennisgewings R. 1977 van 16 September 1983 en R. 1702 van 2 Augustus 1985, ooreenkomstig die Bylae hiervan en bepaal die derde Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

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

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to every employer, other than a small employer as defined in subclause (3), after he has been engaged for 12 months in the aggregate in the Business Equipment Industry as defined in subclause (2), and to all his employees, in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, Kimberley, Kuils River, Port Elizabeth, Simon's Town and Wynberg and the municipal areas of George, Graaff-Reinet, Grahamstown, King William's Town, Oudtshoorn, Paarl, Queenstown, Somerset West, Stellenbosch, Strand, Uitenhage, Upington, Vredendal, Wellington and Worcester;

Natal.—The Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg and Pinetown and the municipal areas of Dundee, Empangeni, Eshowe, Ladysmith, Newcastle, Port Shepstone and Vryheid;

Orange Free State.—The municipal areas of Bethlehem, Bloemfontein, Kroonstad, Parys, Sasolburg and Welkom;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Westonaria and Wonderboom and the municipal areas of Bethal, Ermelo, Lichtenburg, Louis Trichardt, Middelburg, Nelspruit, Phalaborwa, Pietersburg, Potchefstroom, Rustenburg, Standerton, Tzaneen, Vanderbijlpark, Vereeniging, Witbank and Zeerust.

(2) "Business Equipment Industry" or "Industry" means the industry in which employers and employees are associated for the carrying on of any one or more of the following activities:

- (a) Assessing the needs of business, industrial, State or other undertakings and organisations in regard to the use of business equipment and recommending equipment or systems to meet specific needs;
- (b) selling business equipment or the product of business equipment or leasing, letting, hiring or renting out business equipment, including the sale by the supplier of business equipment of parts or accessories or materials used in conjunction with the equipment supplied;
- (c) providing services to users of business equipment which are essential or incidental to the operation thereof, such as training the user's employees in operating the equipment, the design or implementation of accounting, business, data processing or office systems and the hiring of the services of specialist staff;
- (d) assembling, installing, maintaining, servicing or repairing business equipment;

but excludes the sale of business equipment or parts or accessories or materials therefor or the selling of the product of business equipment where such sale is not carried on in conjunction with any one or more of the activities referred to in (a), (c) or (d) above. In the application of this subclause "business equipment" means appliances, equipment, machines, devices and apparatus that are operated according to manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, which are primarily intended for use in any one or more of the following activities: Accounting, calculating, data processing, data transmission, duplicating, word processing, document reproduction, document transmission, record keeping, record retrieval, banking, business or office procedures and systems.

(3) "Small employee" means—

- (a) an employer who on the date of publication of this notice was conducting not more than one business, in the Industry only, which was located in any of the areas in which the Determination is binding and who was employing less than five employees in or in connection with such business, for so long as he continues thus to employ less than five employees at all times; or
- (b) an employer who enters the Industry after the date of publication of this notice, who conducts not more than one business, in the Industry only, which is located in any of the areas in which the Determination is binding and who at all times employs less than five employees in or in connection with such business.

BYLAE

1. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie vasstelling is van toepassing op elke werkgewer (uitgesonderd 'n klein werkgewer soos in subklousule (3) omskryf), nadat hy altesaam 12 maande lank by die Bedryfsuitrustingsnywerheid, soos in subklousule (2) omskryf, betrokke was, en op al sy werknemers in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Oos-Londen, Goodwood, Kimberley, Kuilsrivier, Port Elizabeth, Simonstad en Wynberg en die munisipale gebiede George, Graaff-Reinet, Grahamstad, King William's Town, Oudtshoorn, Paarl, Queenstown, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Upington, Vredendal, Wellington en Worcester;

Natal.—Die landdrostdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg en Pinetown en die munisipale gebiede Dundee, Empangeni, Eshowe, Ladysmith, Newcastle, Port Shepstone en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede Bethlehem, Bloemfontein, Kroonstad, Parys, Sasolburg en Welkom;

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Westonaria en Wonderboom en die munisipale gebiede Bethal, Ermelo, Lichtenburg, Louis Trichardt, Middelburg, Nelspruit, Phalaborwa, Pietersburg, Potchefstroom, Rustenburg, Standerton, Tzaneen, Vanderbijlpark, Vereeniging, Witbank en Zeerust.

(2) "Bedryfsuitrustingsnywerheid" of "Nywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om een of meer van die volgende werksaamhede te verrig:

- (a) 'n Raming maak van die behoeftes van besigheids-, nywerheids-, staats- of ander ondernemings en organisasies betreffende die gebruik van bedryfsuitrusting en uitrusting of stelsels aanbeveel wat in bepaalde behoeftes sal voorsien;
- (b) bedryfsuitrusting of die produk van bedryfsuitrusting verkoop of bedryfsuitrusting verpag, verhuur, huur, of uithuur, insluitende die verkoop deur die verskaffer van bedryfsuitrusting van onderdele of toebehore of materiaal wat gebruik word saam met die uitrusting wat verskaf word;
- (c) aan gebruikers van bedryfsuitrusting dienste lewer wat noodsaaklik is vir of gepaard gaan met die bediening van die uitrusting, soos die opleiding van die gebruiker se werknemers in die bediening van die uitrusting, die ontwerp of implementering van boekhou-, besigheids-, dataverwerkings- of kantoorstelsels en die huur van die dienste van gespesialiseerde personeel;
- (d) bedryfsuitrusting monteer, installeer, onderhou, versien of herstel;

maar uitgesonderd die verkoop van bedryfsuitrusting of onderdele of toebehore of materiaal daarvoor, of die verkoop van die produk van bedryfsuitrusting waar sodanige verkoop nie saam met een of meer van die werksaamhede in (a), (c) of (d) hierbo bedoel, geskied nie. By die toepassing van hierdie subklousule beteken—

"bedryfsuitrusting" toestelle, uitrusting, masjiene, instrumente en aparatuur, wat met die hand bedien word of volgens fotografeë, meganiese, elektrotegniese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels werk en wat in die eerste instansie bedoel is vir gebruik in een of meer van die volgende werksaamhede: Boekhou-, reken-, dataverwerkings-, dataversending-, duplisering-, woordverwerkings-, dokumentereprodusering-, dokumentoorsending-, rekordhouding-, rekordherwinning-, bank-, besigheids-, of kantoorprosedures en -stelsels;

(3) "Klein werkgewer" beteken—

- (a) 'n werkgewer wat op die datum van publikasie van hierdie kennisgewing hoogstens een besigheid, slegs in die Nywerheid bedryf het, wat geleë was in enige van die gebiede waarin die Vasstelling van toepassing is, en wat minder as vyf werknemers in of in verband met sodanige besigheid in diens gehad het, vir solank as wat hy voortgaan om te alle tye minder as vyf werknemers aldus in diens te hê;
- (b) 'n werkgewer wat na die datum van publikasie van hierdie kennisgewing tot die Nywerheid toetree, wat hoogstens een besigheid, slegs in die Nywerheid bedryf, wat geleë is in enige van die gebiede waarin die Vasstelling van toepassing is en wat te alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het.

2. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act, and for the purpose of this determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged; and, unless inconsistent with the context—

- (1) "assembler" means an employee who is engaged in assembling mechanical, electrical or electronic devices or appliances or any component parts thereof in whole or in part from ready-made parts; (36)
- (2) "Business Equipment Industry"—vide clause 1 (2);
- (3) "business equipment serviceman" means an employee, other than a business equipment serviceman's assistant, who is engaged in the installation, maintenance, diagnosing of faults in and repairing of business; (4)
- (4) "business equipment serviceman's assistant" means an employee who is engaged in the repetitive assembling, stripping, cleaning, oiling, greasing or adjusting of business equipment and who may, under the general supervision of a supervisor or a business equipment serviceman or according to a prescribed schedule, carry out minor repairs; (5)
- (5) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (31)
- (6) "chauffeur" means an employee, other than a driver, who is engaged in driving a light motor vehicle which is intended to carry passengers and which is used for the conveyance of his employer or of employees, clients or visitors, and which may be used for the conveyance of documents or parcels; (10)
- (7) "clerical assistant" means an employee who, under the supervision of a clerk with not less than two years' experience, is engaged in any one or more of the following activities:
 - (a) Adding or subtracting with or without a machine;
 - (b) copying, other than by typewriter or addressing machine, names and addresses from prepared documents on to envelopes, labels or circulars;
 - (c) copying, other than by typewriter, particulars on to records;
 - (d) filing documents in accordance with a written instruction or list or in alphabetical, colour or numerical order;
 - (e) issuing time cards;
 - (f) writing out consignment or delivery notes or packing slips;
 - (g) writing up stock cards; (25)
- (8) "clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a despatch clerk, an office cashier, a storeman, a telephone switchboard operator and an operator of a machine used for accounting or calculating purposes, or a punch card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work; (24)
- (9) "commission work" means any system under which an employee's remuneration or part of his remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer; (26)
- (10) "computer operator" means an employee who operates or assists in operating electronic data processing machines, including a system consisting of a number of such machines; (49)
- (11) "day" means the period of 24 hours from midnight to midnight: Provided that, in the case of a shift worker, a security guard or a watchman, it means a period of 24 hours reckoned from the time at which such employee commences work; (11)
- (12) "demonstrator" means an employee who is wholly or mainly engaged in demonstrating business equipment with the object of inducing persons to buy such equipment; (13)
- (13) "despatch clerk" (clerk) means an employee who is responsible for the despatching or packing of goods for transport or delivery and who may supervise the assembling, checking, mass measuring, packing, marking, addressing or despatching of goods or packages; (60)
- (14) "dolly" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (14)

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie wet, en by die toepassing van hierdie vasstelling word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; en voorts, tensy onbestaanbaar met die sinsverband, beteken—

- (1) "algemene assistent" 'n werknemer wat een of meer van die volgende pligte uitvoer:
 - (a) Aanbring van posseëls op briewe, pakkies of ander artikels sodat dit gepos kan word;
 - (b) aanbring van gedrukte of klaargeadresseerde etikette op bale, bottels, kiste, pakkette of ander houers;
 - (c) aanneem van skriftelike bestellings;
 - (d) afhaal of aflewer van boodskappe, briewe of goedere, te voet of deur middel van 'n trapfiets, driewieler of handvoertuig of deur middel van 'n twee- of driewielmotorfiets, bromponie of outofiets met 'n enjinkapasiteit van hoogstens 100 cm³;
 - (e) bedien van—
 - (i) 'n adresseermasjien;
 - (ii) 'n afrolmasjien;
 - (iii) 'n handbediende frankeermasjien;
 - (iv) 'n hyser;
 - (v) 'n kantoorkrammasjien;
 - (f) dra, opstapel of verskuif, uitgesonderd met 'n kragtoestel, van goedere;
 - (g) hulp verleen op voertuie maar nie 'n voertuig dryf nie;
 - (h) inmeekaarsit of uitmeekaarhaal van riffel- of veselborddose of soortgelyke houers;
 - (i) inmeekaarsit met die hand van kaste, kisties of kratte uit planke;
 - (j) inpak van goedere;
 - (k) invorder van kontantgeld by kba-verkope;
 - (l) laai of aflaai van voertuie;
 - (m) maak of aan die gang hou van vure;
 - (n) maak van tee of soortgelyke drankie of dit bedien aan werknemers, sy werkgever of gaste;
 - (o) merk, brandmerk of sjabloneer met die hand van bale, blikke, kiste, pakkette of ander houers;
 - (p) olie of smeer van masjinerie of voertuie, uitgesonderd motorvoertuie of bedryfsuitrusting;
 - (q) omruil van wiele;
 - (r) opvou of in koevert plaas van pos;
 - (s) pak of opstapel van goedere op uitstralrakke, eilandrakke of rakke;
 - (t) regmaak van lekplekke in binne- of buitebande;
 - (u) skoonmaak van persele, masjinerie, meubels, implemente, gereedskap, werktuie of ander artikels;
 - (v) sny met die hand van papier, monsters of ander artikels of kommoditeite met betrekking tot goedere wat in die bedryfsinrigting verkoop word;
 - (w) sorteer van pakke, pakkette, houers of ander goedere;
 - (x) stempel met rubber of ander stempels waar daar geen onderskeidingsvermoë nodig is nie;
 - (y) toedraai van pakkette of goedere;
 - (z) toespyker of heelmaak van kaste, kisties of kratte;
 - (aa) uitpak van goedere;
 - (ab) vasbind van drade of bande om kiste of ander houers;
 - (ac) verwyder van as of vullis;
 - (ad) verpak van goedere vir versending of aflewering;
 - (ae) voer van of afneem vanaf outomatiese of semi-outomatiese masjiene, bewegende bande of platvorms;
 - (af) was of stryk van oorpakke, uniforms of beskermende klere; (22)
- (2) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n krag-aangedrewe mobiele hystoestel bedien wat by die laai, aflaai, verskuiving of stapeling van goedere gebruik word; (35)
- (3) "bedryfsuitrusting" kyk klousule 1 (2);

- (15) "driver" means an employee, other than a chauffeur, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent on work connected with the vehicle or the load and all periods during which such employee is obliged to remain at his post in readiness to drive; (15)
- (16) "emergency work" means—
- any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, sabotage, industrial unrest, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, must be done without delay;
 - any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;
 - any work in connection with the loading or unloading of—
 - ships;
 - trucks or vehicles of the South African Transport Services;
 - vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (40)
- (17) "experience" means, in relation to—
- a clerk, a clerical assistant, a programmer or a computer operator, the total period or periods of employment which an employee has had as a clerk, a clerical assistant, a programmer or a computer operator in any trade or in the service of a local authority or the State;
 - any other employee, the total period or periods of employment which an employee has had in his class in the Industry; (42)
- (18) "extra heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg; (18)
- (19) "extra heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg; (19)
- (20) "first-aid assistant" means an employee who holds a current certificate of competency in first aid issued by—
- the South African Red Cross Society;
 - the St John Ambulance Association; or
 - the Suid-Afrikaanse Noodhulp Liga,
- and who assists a first-aid attendant in the performance of his duties and who may act for him during his absence; (16)
- (21) "first-aid attendant" means an employee who holds a current certificate of competence in first aid issued by—
- the South African Red Cross Society;
 - the St John Ambulance Association; or
 - the Suid-Afrikaanse Noodhulp Liga,
- and who is in charge of a first aid room; (17)
- (22) "general assistant" means an employee who is engaged in any one or more of the following activities:
- Accepting written orders;
 - affixing postage stamps on letters, parcels or other articles for posting;
 - affixing printed or ready addressed labels to bales, bottles, boxes, parcels or other packages;
 - assisting on delivery vehicles, other than driving;
 - breaking up scrap metal;
 - carrying or moving goods, other than by power-driven device;
 - changing wheels or repairing punctures;
 - cleaning filter presses or machinery;
 - cleaning premises or vehicles, furniture, implements, tools, utensils or other articles on his employer's premises;
 - collecting cash in the case of COD sales;
 - cutting by hand, in relation to goods sold in the establishment, paper, samples or other articles or commodities;
- (4) "bedryfsuitrustingsdiensman" 'n werknemer, uitgesonderd 'n bedryfsuitrustingsdiensman se assistent, wat bedryfsuitrusting installeer en onderhou en foute daarin diagnoseer en bedryfsuitrusting herstel; (3)
- (5) "bedryfsuitrustingsdiensman se assistent" 'n werknemer wat bedryfsuitrusting herhaaldelik monteer, uitmekaarhaal, skoonmaak, olie, smeer of instel en wat, onder algemene toesig van 'n bedryfsuitrustingsdiensman of toesighouer of volgens 'n voorgeskrewe staat, kleinere herstelwerk kan verrig; (4)
- (6) "bestellingopmaker" 'n werknemer wat in 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waartoe klante normaalweg nie toegang het nie, die goedere vir 'n bestelling byeenbring volgens 'n skriftelike bestelling, instruksie of lys; (40)
- (7) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte daarvan en die werknemers wat daarin werk; (31)
- (8) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig (gelede) die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig, en vraag soos deur die vervaardiger daarvan gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (23)
- (9) "bruto voertuigmassa" met betrekking tot 'n motorvoertuig (nie-gelede) die maksimum massa van sodanige voertuig en sy vraag, soos deur die vervaardiger gespesifiseer of by gebreke aan sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (24)
- (10) "chauffeur" 'n werknemer, uitgesonderd 'n drywer, wat 'n ligte motorvoertuig dryf wat bedoel is om mense te vervoer en gebruik word vir die vervoer van sy werkgewer of van werknemers, klante of besoekers, en wat gebruik kan word vir die vervoer van dokumente of pakkies; (6)
- (11) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n skofwerker, sekuriteitswag of 'n wag, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk; (11)
- (12) "deeltydse werknemer" 'n werknemer wat persele skoonmaak, of 'n klerk wat as sodanig by die week of maand in diens is vir hoogstens 25 gewone werkdere in 'n week; (43)
- (13) "demonstrateur" 'n werknemer wat uitsluitlik of hoofsaaklik gemoeid is met die demonstrasie van bedryfsuitrusting met die doel om persone te bewoog om sodanige goedere te koop; (12)
- (14) "drastel" 'n sleepwa waarop 'n leunwa rus en wat dit in 'n sleepwa kan omskep; (13)
- (15) "drywer" 'n werknemer, uitgesonderd 'n chauffeur, wat 'n motorvoertuig dryf, en vir doeleindes van hierdie woordomskrywing omvat die uitdrukking " 'n motorvoertuig dryf" al die tyd wat hy dryf, al die tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (15)
- (16) "eerstehulpassistente" 'n werknemer wat 'n eerstehulpbediener behulpsaam is by die uitvoering van sy pligte, wat in laasgenoemde se afwesigheid namens hom kan waarneem en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—
- die Suid-Afrikaanse Rooikruisvereniging;
 - die St John Ambulance Association; of
 - die Suid-Afrikaanse Noodhulp Liga; (20)
- (17) "eerstehulpbediener" 'n werknemer wat in beheer is van 'n eerstehulpkamer en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—
- die Suid-Afrikaanse Rooikruisvereniging;
 - die St John Ambulance Association; of
 - die Suid-Afrikaanse Noodhulp Liga; (21)
- (18) "ekstra swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg is; (18)
- (19) "ekstra swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 16 000 kg is; (19)
- (20) "faktotum" 'n werknemer wat een of meer van die volgende pligte uitvoer;
- Kleinere herstelwerk of verstellings doen aan masjinerie, installasie of ander uitrusting, uitgesonderd bedryfsuitrusting, wat die eiendom van sy werkgewer is;

- (l) cutting up scrap metal by acetylene or electric torch;
- (m) feeding or taking off from automatic or semi-automatic machines, moving belts or platforms;
- (n) folding or enveloping mail;
- (o) guarding movable property during the business hours of an establishment;
- (p) loading or unloading vehicles;
- (q) making or maintaining fires or removing refuse or ash;
- (r) making tea or similar beverages for or serving tea or similar beverages to employees, his employer or guests;
- (s) marking, branding or stencilling bales, boxes, tins or other packages by hand;
- (t) melting scrap lead;
- (u) nailing or repairing boxes or crates;
- (v) oiling or greasing machinery or vehicles, other than motor vehicles or business equipment;
- (w) operating—
- (i) an addressing machine;
 - (ii) a duplicating machine;
 - (iii) a lift;
 - (iv) a manually operated franking machine;
- (x) placing or stacking goods on counters, gondolas or shelves;
- (y) sorting packages, parcels or stencils or wrapping parcels;
- (z) using rubber or other stamps where no discretion is involved;
- (aa) making up orders;
 - (ab) packing articles for despatch or delivery;
 - (ac) setting up or dismantling corrugated or fibreboard boxes or similar containers;
 - (ad) strapping or wiring boxes;
 - (ae) unpacking goods;
 - (af) washing overalls, uniforms or protective clothing; (1)
- (23) "gross combination mass", in relation to a motor vehicle (articulated), means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (8)
- (24) "gross vehicle mass", in relation to a motor vehicle (rigid), means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (9)
- (25) "handyman" means an employee who is engaged in any one or more of the following activities:
- (a) Making minor repairs or adjustments to machinery, plant or other equipment, other than business equipment, which is the property of his employer;
 - (b) effecting minor repairs or renovations to or maintenance work on buildings occupied by his employer,
- but who does not do work normally performed by a business equipment serviceman; (20)
- (26) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (55)
- (27) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (56)
- (28) "law" includes the common law; (64)
- (29) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (29)
- (30) "local authority" means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other Act of Parliament; (47)
- (b) kleinere herstelwerk of opknappingswerk of onderhoudswerk doen aan geboue wat deur sy werkgever geokkupeer word;
- maar wat nie werk verrig wat gewoonlik deur 'n bedryfsuitrustingsdiensman gedoen word nie; (25)
- (21) "gekwalifiseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (47)
- (22) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgever en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (41)
- (23) "kantoorassistent" 'n werknemer wat in 'n kantoor of 'n bedryfsinrigting geld ontvang vir goedere wat in die bedryfsinrigting verkoop word en wat van sodanige geld rekenskap gee, en wat kwitansies kan uitreik, geld in 'n bank kan deponeer, ander take kan verrig met betrekking tot die verantwoording vir geld, lone kan betaal en reël om geld uit 'n bank op te vra; (39)
- (24) "klerk" 'n werknemer wat skryf-, tik- of enige ander soort klerklike werk verrig en omvat dit ook 'n versendingsklerk, kantoorassistent, magasynman, telefoonskakelbordoperateur en 'n bediener van 'n masjien wat vir boekhou- of rekendoeleindes gebruik word of van 'n ponskaartmasjien, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (8)
- (25) "klerklike assistent" 'n werknemer wat onder toesig van 'n klerk met minstens twee jaar ondervinding een of meer van die volgende pligte uitvoer:
- (a) Optel of aftrek, met of sonder 'n masjien;
 - (b) name en adresse van opgestelde dokumente af op koeverte, etikette of omsendbriewe aanbring op 'n ander manier as met 'n tikmasjien of 'n adresseermasjien;
 - (c) besonderhede in registers aanbring op 'n ander manier as met 'n tikmasjien;
 - (d) dokumente lusseer volgens 'n skriftelike opdrag of lys, in alfabetiese of numerieke volgorde of volgens kleur;
 - (e) tydkaarte uitreik;
 - (f) vrag- of afleweringbriewe of verpakkingstrokies uitskryf;
 - (g) voorraadkaarte byhou; (7)
- (26) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging of 'n gedeelte daarvan bereken word volgens die waarde of getal van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (9)
- (27) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapse in die Nywerheid, 'n tekort aan grondstowwe, 'n onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (52)
- (28) "leunwa" 'n sleepwa wat geen vooras het nie en so ontwerp of ingerig is om op 'n voorspanmotor te rus en deur hom getrek word; (50)
- (29) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (29)
- (30) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; maar dit mag nie so uitgelê word dat die besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "dagloon" of "weekloon" het ooreenstemmende betekenis; (62)
- (31) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgever in diens is; (5)
- (32) "magasynman" (klerk) 'n werknemer wat beheer het oor voorrade en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te versamel, te verpak of uit te pak en om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan afdelings of vir versending te lewer; (53)

- (31) "manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein; (7)
- (32) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (33)
- (33) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (34)
- (34) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (35)
- (35) "mobile hoist operator" means an employee who is engaged in operating a power-driven mobile hoist for the loading, unloading; moving or stacking of goods; (2)
- (36) "motor vehicle" means a self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods, other than a travelling representative's samples, and includes a truck-tractor, a tractor, a motor cycle or an autocycle but does not include a mobile hoist; (37)
- (37) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (38)
- (38) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (39)
- (39) "office cashier" means an employee who, in an office or an establishment, receives money for goods sold in the establishment, and who accounts for such money, who may issue receipts, deposit money in a bank, perform other tasks relating to the accounting for money, pay wages and arrange for the withdrawal of money from a bank; (23)
- (40) "ordermaker" means an employee who, in an establishment to which customers do not normally have access or a portion of such an establishment, assembles orders by bringing together goods in accordance with a written order, instruction or list; (6)
- (41) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (22)
- (42) "overtime" means that portion of any period worked by an employee for his employer during any week or on any day, as the case may be, which is longer than the ordinary working hours prescribed for such employee in clause 5 (1), but does not include any period during which an employee works for his employer on a Sunday or public holiday; (43)
- (43) "part-time employee" means an employee who cleans premises or a clerk who is employed by the week or month for not more than 25 ordinary hours of work in any week; (12)
- (44) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (54)
- (45) "programmer" means an employee who is engaged in coding, testing or analysing programs for electronic data processing machines; (48)
- (46) "public holiday" means any day that is a public holiday in terms of section 1 of the Public Holidays Act, 1952 (Act 5 of 1952), or that is proclaimed a public holiday in terms of section 2 of that act; (44)
- (47) "qualified", in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (21)
- (48) "sales representative" means an employee who, for and on behalf of his employer, is engaged in soliciting or canvassing orders from persons or organisations for the supply, sale, lease, rental or hire of business equipment; (59)
- (49) "security guard" an employee who is engaged in any one or more of the following duties:
- (a) Searching goods, vehicles or persons;
 - (b) supervising or controlling watchmen;
 - (c) controlling or reporting on the movement of persons or vehicles through check-points or gates,
- and who may be required to perform any or all of the duties prescribed for a watchman; (50)
- (50) "semi-trailer" a trailer without a front axle that is designed or adapted to rest on and be drawn by a truck-tractor; (28)
- (33) "medium motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (32)
- (34) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (33)
- (35) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (34)
- (36) "monteur" 'n werknemer wat meganiese, elektriese of elektroniese toestelle of apparate of enige onderdele daarvan in die geheel of gedeeltelik uit klaarvervaardigde onderdele inmeekaarsit; (1)
- (37) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, uitgesonderd 'n verkoopsvertegenwoordiger se monsters, en dit omvat 'n voorspanmotor, trekker, 'n motorfiets of 'n outofiets, maar nie ook 'n mobiele hystoestel nie; (36)
- (38) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (37)
- (39) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (39)
- (40) "noodwerk"—
- (a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, diefstal, 'n epidemie, 'n gewelddaad, nywerheidsongeluk, 'n ongeluk, onklaarraking van installasie of masjinerie, sabotasie, 'n storm of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word;
 - (b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie;
 - (c) enige werk in verband met die laai of aflaai van—
 - (i) skepe;
 - (ii) spoorwaens of voertuie van die Suid-Afrikaanse Vervoerdienste;
 - (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (16)
- (41) "onderhoudstoelae" 'n toelae om die addisionele lewenskoste te dek wat deur 'n werknemer aangegaan is as gevolg van sy afwesigheid van sy woonplek; (54)
- (42) "ondervinding", met betrekking tot—
- (a) 'n klerk, klerklike assistent, programmeerder of rekenaarbediener, die totale tydperk of tydperke wat 'n werknemer as 'n klerk, klerklike assistent, programmeerder of rekenaarbediener in enige bedryf of in die diens van 'n plaaslike owerheid of die Staat werksaam was;
 - (b) enige ander werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Nywerheid werksaam was; (17)
- (43) "oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werk-gewer werk en wat langer is as die gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of 'n openbare vakansiedag, vir sy werk-gewer werk nie; (42)
- (44) "openbare vakansiedag" 'n dag wat ingevolge artikel 1 van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952), 'n openbare feesdae is of kragtens artikel 2 van daardie wet as 'n openbare feesdae verklaar is; (46)
- (45) "opleidingsbeampte" 'n werknemer wat belas is met die opleiding, onderrig of instruksie van ander werknemers van sy werk-gewer of die werknemers van gebruikers of van potensiele gebruikers van bedryfsuitrusting ten opsigte van die bediening of instandhouding van sodanige uitrusting; (60)
- (46) "patroonmaker" 'n werknemer wat patrone of oorlegsgesels vervaardig vir die maak van kopieë van dokumente, wat oorgedruk word met addisionele inligting; (57)
- (47) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing; (30)
- (48) "programmeerder" 'n werknemer wat programme vir elektroniese dataverwerkingsmasjiene kodeer, toets of analiseer; (45)

- (51) "shift worker" means an employee who is engaged on shift work in an establishment in which two or three consecutive shifts per day are worked; (51)
- (52) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (27)
- (53) "storeman" (clerk) means an employee who is in charge of stores and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store, warehouse or open goods yard and the delivery of goods from a store, warehouse or open goods yard to departments or for despatch; (32)
- (54) "subsistence allowance" means an allowance to defray the additional living expenses incurred by an employee by reason of absence from his place of residence; (41)
- (55) "supervisor" means an employee who is responsible to management and who is in supervisory control of a group of employees and who is responsible for the efficient performance by them of their duties; (57)
- (56) "systems analyst" means an employee who is engaged in analysing commercial or scientific problems and endeavouring to find solutions therefor by way of systems for use in business equipment, and who tests and installs such systems; (53)
- (57) "template maker" means an employee who is engaged in the manufacture of templates or overlays for the production of replicas of documents, which are over-printed with additional information; (46)
- (58) "tractor" means a motor vehicle designed or adapted mainly to pull other vehicles but not to carry any load; (58)
- (59) "trailer" means a vehicle which is not self-propelled and which is designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer; (52)
- (60) "training officer" means an employee who is engaged in educating, training or instructing other employees of his employer or the employees of users or potential users of business equipment in the operation or maintenance of such equipment; (45)
- (61) "truck-tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or ballast; (61)
- (62) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; but this shall not be construed so as to mean or include remuneration received by an employee who is engaged on any basis provided for in clause 9 over and above the amount that he would have received had he not been employed on such basis; and "ordinary wage" or "weekly wage" has a corresponding meaning; (30)
- (63) "watchman" means an employee, other than a security guard, who is engaged in any one or more of the following duties:
- (a) Guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;
 - (b) handling or controlling dogs in the performance of any or all of the duties referred to in (a); (62)
- (64) "week", in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (63)
- (49) "rekenaarbediener" 'n werknemer wat elektroniese dataverwerkingsmasjiene bedien of behulpsaam is by die bediening daarvan, en omvat dit ook 'n stelsel wat uit 'n aantal sodanige masjiene bestaan; (10)
- (50) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte uitvoer:
- (a) Goedere, voertuie of persone deursoek;
 - (b) oor wagte toesig hou of hulle beheer;
 - (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daarvoor verslag doen en van wie vereis kan word om enige van of al die pligte wat voorgeskryf is vir 'n wag, uit te voer; (49)
- (51) "skofwerker" 'n werknemer wat skofwerk verrig in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (51)
- (52) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word en dit sluit in 'n drastel; (59)
- (53) "stelselanaliseerder" 'n werknemer wat kommersiële of wetenskaplike probleme analiseer en oplossings daarvoor probeer vind deur middel van stelsels wat op bedryfsuitrusting gebruik kan word en wat sodanige stelsels toets en installeer; (56)
- (54) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (44)
- (55) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (26)
- (56) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is; (27)
- (57) "toesighouer" 'n werknemer aan die bestuur verantwoordelik, wat toesighoudende beheer oor 'n groep werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend vervul; (55)
- (58) "trekker" 'n motorvoertuig ontwerp of ingerig hoofsaaklik om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (58)
- (59) "verkoopverteenwoordiger" 'n werknemer wat, vir en namens sy werkgever, bestellings van persone of organisasies vra of werf vir die verskaffing, verkoop, verpag, uithuur of huur van bedryfsuitrusting; (48)
- (60) "versendingsklerk" (klerk) 'n werknemer wat verantwoordelik is vir die versending van verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameeting, verpakking, merk, adresseer of versending van goedere of pakkette; (13)
- (61) "voerspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en om nie 'n ander vrag as dié wat in die vorm van 'n leunwa of ballas daarop rus, te dra nie; (61)
- (62) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:
- (a) Persele, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;
 - (b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (63)
- (63) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (64)
- (64) "wet" ook die gemene reg. (28)

3. REMUNERATION

(1) *Minimum wages*.—The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that if an employer has been engaged in the Industry in an area covered by this determination for a period more than 12 months but less than 24 months in the aggregate, such wage may be reduced by not more than 10 per cent until he has been thus engaged for a period of 24 months in the aggregate, whereupon the minimum wage specified hereunder shall become payable and be paid:

3. BESOLDIGING

(1) *Minimum lone*.—Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal is dié hieronder uiteengesit: Met dien verstande dat indien 'n werkgever in 'n gebied waarop hierdie vasstelling van toepassing is, in die Nywerheid betrokke is vir 'n tydperk van langer as 12 maande maar minder as 24 maande altesaam, sodanige loon verminder mag word met hoogstens 10 persent totdat hy aldus vir 'n tydperk van 24 maande altesaam betrokke is, waarna die minimum loon wat hieronder bepaal word, betaalbaar word en betaal moet word:

(a) Employees, other than casual employees and part-time employees:

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Westonaria, Wonderboom and Wynberg and the municipal areas of Bloemfontein, Paarl, Sasolburg, Uitenhage, Vanderbijlpark, Vereeniging, Welkom and Witbank		The Magisterial District of East London and the municipal areas of Bethlehem, Ermelo, George, Grahamstown, Kroonstad, Ladysmith, Middelburg (Tvl), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potchefstroom, Rustenburg, Somerset West, Stellenbosch, Strand, Wellington and Worcester		The municipal areas of Bethal, Dundee, Empangeni, Eshowe, Graaff-Reinet, King William's Town, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Port Shepstone, Queenstown, Standerton, Tzaneen, Upington, Vredendal, Vryheid and Zeerust	
	During the first 12 months after this amendment becomes binding	Thereafter	During the first 12 months after this amendment becomes binding	Thereafter	During the first 12 months after this amendment becomes binding	Thereafter
	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R
Business equipment serviceman—						
during the first year of experience	107,50	114,50	92,00	98,00	75,50	80,50
during the second year of experience	139,50	146,50	119,50	125,50	98,00	103,00
during the third year of experience	172,00	179,00	147,50	153,50	120,50	125,50
thereafter	204,00	211,00	175,00	181,00	143,00	148,00
Business equipment serviceman's assistant and assembler—						
during the first year of experience	93,00	100,00	79,50	85,50	65,50	70,50
during the second year of experience	100,00	107,00	85,50	91,50	70,50	75,50
thereafter	107,50	114,50	92,00	98,00	75,50	80,50
Chaffeur	101,50	108,50	87,00	93,00	71,00	76,00
Computer operator—						
during the first year of experience	107,50	114,50	92,00	98,00	75,50	80,50
during the second year of experience	138,00	145,00	118,00	124,00	96,50	101,50
thereafter	168,00	175,00	144,00	150,00	118,00	123,00
Clerical assistant—						
during the first year of experience	102,00	109,00	87,50	93,50	71,50	76,50
during the second year of experience	124,00	131,00	106,50	112,50	87,00	92,00
thereafter	146,00	153,00	125,00	131,00	102,50	107,50
Clerk—						
during the first year of experience	168,00	175,00	144,00	150,00	118,00	123,00
during the second year of experience	93,00	100,00	79,50	85,50	65,50	70,50
during the third year of experience	97,50	104,50	83,50	89,50	68,50	73,50
thereafter	102,00	109,00	87,50	93,50	71,50	76,50
Demonstrator—						
during the first year of experience	107,50	114,50	92,00	98,00	75,50	80,50
during the second year of experience	138,00	145,00	118,00	124,00	96,50	101,50
thereafter	168,00	175,00	144,00	150,00	118,00	123,00

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Westonaria, Wonderboom en Wynberg en die munisipale gebiede van Bloemfontein, Paarl, Sasolburg, Uitenhage, Vanderbijlpark, Vereeniging, Welkom en Witbank		Die landdrosdistrik Oos-Londen en die munisipale gebiede van Bethlehem, Ermelo, George, Grahamstad, Kroonstad, Ladysmith, Middelburg (Tvl.), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potchefstroom, Rustenburg, Somerset-Wes, Stellenbosch, Strand, Wellington en Worcester		Die munisipale gebiede van Bethal, Dundee, Empangeni, Eshowe, Graaff-Reinet, King William's Town, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Tzaneen, Upington, Vredendal, Vryheid en Zeerust	
	Gedurende die eerste 12 maande nadat hierdie wysiging in werking tree	Daarna	Gedurende die eerste 12 maande nadat hierdie wysiging in werking tree	Daarna	Gedurende die eerste 12 maande nadat hierdie wysiging in werking tree	Daarna
	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R
Algemene assistent—						
gedurende die eerste ses maande diens by dieselfde werkgever.....	75,50	82,00	65,00	70,00	53,00	57,50
daarna.....	84,00	91,00	72,00	78,00	59,00	64,00
Bediener van 'n mobiele hystoestel en 'n bediener van 'n kragaangedrewe masjien nie uitdruklik in klousule 2 vermeld nie.....	96,00	103,00	82,50	88,50	67,50	72,50
Bedryfsuitrustingdiensman—						
gedurende die eerste jaar ondervinding.....	107,50	114,50	92,00	98,00	75,50	80,50
gedurende die tweede jaar ondervinding.....	139,50	146,50	119,50	125,50	98,00	103,00
gedurende die derde jaar ondervinding.....	172,00	179,00	147,50	153,50	120,50	125,50
daarna.....	204,00	211,00	175,00	181,00	143,00	148,00
Bedryfsuitrustingdiensman se assistent—						
gedurende die eerste jaar ondervinding.....	93,00	100,00	79,50	85,50	65,50	70,50
gedurende die tweede jaar ondervinding.....	100,00	107,00	85,50	91,50	70,50	75,50
daarna.....	107,50	114,50	92,00	98,00	75,50	80,50
Bestuurder.....	234,00	241,00	200,00	206,00	164,00	169,00
Chauffeur.....	101,50	108,50	87,00	93,00	71,00	76,00
Demonstrateur—						
gedurende die eerste jaar ondervinding.....	107,50	114,50	92,00	98,00	75,50	80,50
gedurende die tweede jaar ondervinding.....	138,00	145,00	118,00	124,00	96,50	101,50
daarna.....	168,00	175,00	144,00	150,00	118,00	123,00
Drywer van 'n—						
ligte motorvoertuig.....	101,50	108,50	87,00	93,00	71,00	76,00
medium motorvoertuig (nie-gelede).....	120,00	127,00	103,00	109,00	84,00	89,00
medium motorvoertuig (gelede).....	124,00	131,00	107,00	113,00	87,00	92,00
swaar motorvoertuig (nie-gelede).....	138,00	145,00	118,50	124,50	97,00	102,00
swaar motorvoertuig (gelede).....	143,00	150,00	123,50	129,50	101,00	106,00
ekstra swaar motorvoertuig (nie-gelede).....	151,00	158,00	129,50	135,50	106,00	111,00
ekstra swaar motorvoertuig (gelede).....	157,00	164,00	135,00	141,00	110,50	115,50

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Westonaria, Wonderboom and Wynberg and the municipal areas of Bloemfontein, Paarl, Sasolburg, Uitenhage, Vanderbijlpark, Vereeniging, Welkom and Witbank		The Magisterial District of East London and the municipal areas of Bethlehem, Ermelo, George, Grahamstown, Kroonstad, Ladysmith, Middelburg (Tvl), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potchefstroom, Rustenburg, Somerset West, Stellenbosch, Strand, Wellington and Worcester		The municipal areas of Bethal, Dundee, Empangeni, Eshowe, Graaff-Reinet, King William's Town, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Port Shepstone, Queenstown, Standerton, Tzaneen, Upington, Vredendal, Vryheid and Zeerust	
	During the first 12 months after this amendment becomes binding	Thereafter	During the first 12 months after this amendment becomes binding	Thereafter	During the first 12 months after this amendment becomes binding	Thereafter
	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R
Driver of—						
a light motor vehicle.....	101,50	108,50	87,00	93,00	71,00	76,00
a medium motor vehicle (rigid)	120,00	127,00	103,00	109,00	84,00	89,00
a medium motor vehicle (articulate)	124,00	131,00	107,00	113,00	87,00	92,00
a heavy motor vehicle (rigid)	138,00	145,00	118,50	124,50	97,00	102,00
a heavy motor vehicle (articulated)	143,00	150,00	123,50	129,50	101,00	106,00
an extra heavy motor vehicle (rigid)	151,00	158,00	129,50	135,50	106,00	111,00
an extra heavy motor vehicle (articulated)	157,00	164,00	135,00	141,00	110,50	115,50
First-aid assistant.....	114,00	121,00	97,50	103,50	80,00	85,00
First-aid attendant.....	96,00	103,00	82,50	88,50	67,50	72,50
General assistant—						
during the first six months of his employment with the same employer	75,50	82,00	65,00	70,00	53,00	57,50
thereafter	84,00	91,00	72,00	78,00	59,00	64,00
Handyman	114,00	121,00	97,50	103,50	80,00	85,00
Manager.....	234,00	241,00	200,00	206,00	164,00	169,00
Mobile hoist operator and operator of any power-driven machine not specifically mentioned in clause 2.....	96,00	103,00	82,50	88,50	67,50	72,50
Programmer—						
during the first year of experience	144,00	151,00	123,50	129,50	101,00	106,00
thereafter	172,00	179,00	147,00	153,00	120,50	125,50
Sales representative—						
during the first year of experience	140,00	147,00	120,00	126,00	98,00	103,00
during the second year of experience	172,00	179,00	147,50	153,50	120,50	125,50
thereafter	204,00	211,00	175,00	181,00	143,00	148,00
Security guard	102,00	109,00	87,50	93,50	71,50	76,50
Supervisor.....	222,00	229,00	190,50	196,50	155,50	160,50
Systems analyst	204,00	211,00	175,00	181,00	143,00	148,00
Template maker—						
during the first year of experience	107,50	114,50	92,00	98,00	75,50	80,50
during the second year of experience	138,00	145,00	118,00	124,00	96,50	101,50
thereafter	168,00	175,00	144,00	150,00	118,00	123,00
Training officer.....	222,00	229,00	190,50	196,50	155,50	160,50
Watchman.....	93,00	100,00	79,50	85,50	65,50	70,50
Employee not elsewhere specifically mentioned in this paragraph.....	93,00	100,00	79,50	85,50	65,50	70,50

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Westonaria, Wonderboom en Wynberg en die munisipale gebiede van Bloemfontein, Paarl, Sasolburg, Uitenhage, Vanderbijlpark, Vereeniging, Welkom en Witbank		Die landdrosdistrik Oos-Londen en die munisipale gebiede van Bethlehem, Ermelo, George, Grahamstad, Kroonstad, Ladysmith, Middelburg (Tvl.), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potchefstroom, Rustenburg, Somerset-Wes, Stellenbosch, Strand, Wellington en Worcester		Die munisipale gebiede van Bethal, Dundee, Empangeni, Eshowe, Graaff-Reinet, King William's Town, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Tzaneen, Upington, Vredendal, Vryheid en Zeerust	
	Gedurende die eerste 12 maande nadat hierdie wysiging in werking tree	Daarna	Gedurende die eerste 12 maande nadat hierdie wysiging in werking tree	Daarna	Gedurende die eerste 12 maande nadat hierdie wysiging in werking tree	Daarna
	Per week	Per week	Per week	Per week	Per week	Per week
Eerstehulpassistent.....	R 96,00	R 103,00	R 82,50	R 88,50	R 67,50	R 72,50
Eerstehulpbediener.....	114,00	121,00	97,50	103,50	80,00	85,00
Faktotum.....	114,00	121,00	97,50	103,50	80,00	85,00
Klerk—						
gedurende die eerste jaar ondervinding.....	102,00	109,00	87,50	93,50	71,50	76,50
gedurende die tweede jaar ondervinding.....	124,00	131,00	106,50	112,50	87,00	92,00
gedurende die derde jaar ondervinding.....	146,00	153,00	125,00	131,00	102,50	107,50
daarna.....	168,00	175,00	144,00	150,00	118,00	123,00
Klerklike assistent—						
gedurende die eerste jaar ondervinding.....	93,00	100,00	79,50	85,50	65,50	70,50
gedurende die tweede jaar ondervinding.....	97,50	104,50	83,50	89,50	68,50	73,50
daarna.....	102,00	109,00	87,50	93,50	71,50	76,50
Monteur.....						
Opleidingsbeampte.....	222,00	229,00	190,50	196,50	155,50	160,50
Patroonmaker—						
gedurende die eerste jaar ondervinding.....	107,50	114,50	92,00	98,00	75,50	80,50
gedurende die tweede jaar ondervinding.....	138,00	145,00	118,00	124,00	96,50	101,50
daarna.....	168,00	175,00	144,00	150,00	118,00	123,00
Programmeerder—						
gedurende die eerste jaar ondervinding.....	144,00	151,00	123,50	129,50	101,00	106,00
daarna.....	172,00	179,00	147,00	153,00	120,50	125,50
Rekenaarbediener—						
gedurende die eerste jaar ondervinding.....	107,50	114,50	92,00	98,00	75,50	80,50
gedurende die tweede jaar ondervinding.....	138,00	145,00	118,00	124,00	96,50	101,50
daarna.....	168,00	175,00	144,00	150,00	118,00	123,00
Sekuriteitswag.....	102,00	109,00	87,50	93,50	71,50	76,50
Stelselanaliseerder.....	204,00	211,00	175,00	181,00	143,00	148,00
Toesighouer.....	222,00	229,00	190,50	196,50	155,50	160,50
Verkoopsverteenvoorder—						
gedurende die eerste jaar ondervinding.....	140,00	147,00	120,00	126,00	98,00	103,00
gedurende die tweede jaar ondervinding.....	172,00	179,00	147,50	153,50	120,50	125,50
daarna.....	204,00	211,00	175,00	181,00	143,00	148,00
Wag.....	93,00	100,00	79,50	85,50	65,50	70,50
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	93,00	100,00	79,50	85,50	65,50	70,50

Soos vir 'n bedryfsuitrustingsdiensman se assistent

(b) *Casual employees.*—For each day or part of a day of employment, other than employment on a public holiday or a Sunday, not less than the daily wage prescribed for a full-time employee of the same class and area who performs the same class of work for the employer as the casual employee is required to do, plus 33 and one third per cent or not less than the actual daily wage prescribed for such full-time employee, whichever is the greater amount: Provided that—

(i) for the purpose of this paragraph the expression "such full-time employee" shall mean the employee of that class to whom the employer is paying the lowest wage;

(ii) where the employer requires a casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "daily wage" shall mean the daily wage for a qualified employee of that class, as calculated under subclause (4) (c);

(ab) to work for a period of not more than four consecutive hours on any day, his wage as referred to in this paragraph may be reduced by not more than 50 per cent in respect of that day.

(c) *Part-time employees.*—A part-time employee shall be paid not less than two thirds of the wage prescribed for a full-time employee of the same class and with the same experience and in the same area, having due regard to the definition of "experience".

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week the maximum number of ordinary hours of work applicable to him or less.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which—

(a) a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated at the higher rate; or

(b) a rising scale of wages terminating in a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same of a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by his ordinary hours of work.

(b) Subject to subclause (1) (b) (ii), the hourly wage of a casual employee shall be the wage payable to him for that day divided by the number of ordinary hours worked by him on such day.

(c) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of days on which he normally works in a week.

(d) The monthly wage of an employee shall be four and a third times his weekly wage.

(5) *Transport allowance and expenses.*—In addition to paying any other remuneration due to—

(a) an employee who uses his employer's motor transport or who is required to travel by train or by means of any conveyance other than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n openbare vakansiedag of op 'n Sondag, minstens die dagloon voorgeskryf vir 'n voltydse werknemer in dieselfde klas en gebied wat vir die werkgewer dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 33 $\frac{1}{3}$ persent of nie minder nie as die werklike dagloon wat aan sodanige voltydse werknemer betaal word, welke bedrag ook al die hoogste is: Met dien verstande dat—

(1) vir die toepassing van hierdie paragraaf die uitdrukking "sodanige voltydse werknemer" die werknemer van die betrokke klas aan wie die werkgewer die laagste loon betaal, beteken;

(ii) waar die werkgewer van die los werknemer vereis om—

(aa) die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "dagloon" die dagloon vir 'n gekwalifiseerde werknemer van daardie klas, soos bereken ingevolge subklousule (4) (c), beteken;

(ab) vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon waarna in hierdie paragraaf verwys word, met hoogstens 50 persent ten opsigte van sodanige dag verminder kan word.

(c) *Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens twee-derdes van die loon voorgeskryf vir 'n voltydse werknemer van dieselfde klas en met dieselfde ondervinding en in dieselfde gebied, betaal word, met die nodige inagneming van die woordskrywing van "ondervinding".

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskrywing van "loon" in klousule 2 en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas soos by klousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken teen die hoër tarief, betaal;

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het, betaal:

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding berus;

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling só uitgelê mag word nie dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur sy gewone werkure.

(b) Behoudens subklousule (1) (b) (ii) is die uurloon van 'n los werknemer sy loon vir daardie dag gedeel deur sy gewone werkure vir daardie dag.

(c) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal dae wat hy gewoonlik in 'n week werk.

(d) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(5) *Vervoeruitgawes en -toelaes.*—Benewens die betaling van enige ander besoldiging verskuldig aan—

(a) 'n werknemer wat van sy werkgewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy by die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

(b) an employee who is required to provide a motor vehicle for the performance of his duties, his employer shall pay him, for each kilometre travelled in the performance of his duties, a transport allowance of not less than—

- (i) 28 cents where the engine capacity of the vehicle concerned does not exceed 1 300 cm³;
- (ii) 34 cents where the engine capacity of such vehicle exceed 1 300 cm³ but not 2 500 cm³;
- (iii) 42 cents where the engine capacity of such vehicle exceeds 2 500 cm³.

(6) *Subsistence expenses and allowances.*—In addition to paying any other remuneration due to an employee who undertakes any journey in the performance of his duties, during which such employee is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, the employer shall—

- (a) where such absence does not extend over a night, reimburse him all reasonable expenses incurred by him for meals, tea, coffee or similar beverages for himself;
- (b) where such absence extends over one or more nights, reimburse him all actual expenses incurred for accommodation, meals, tea, coffee or similar beverages for himself or pay him a subsistence allowance of not less than R25,00 for each night absent, whichever is the greater amount:

Provided that for the purpose of this subclause the expression "night" means the period from 23h00 to 04h00.

(7) *Payment of transport and subsistence expenses and allowances.*—(a) An employer shall pay any allowances and expenses payable to an employee in terms of subclauses (5) and (6) within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of entitlement thereto but shall not submit more than one claim in any week.

(b) An employer may require his employee to frame any claim so that it shall reflect, in the case of any claim in terms of—

- (i) subclause (5) (a), the mode of transport and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) subclause (5) (b), the distance travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) subclause (6), the times of commencement and ending of each period of absence;

and to enable the employee to comply with such requirement the employer shall, before any such journey is undertaken by an employee, referred to in subclauses (5) and (6) provide the employee with a suitable book or forms in or on which to keep suitable records: Provided that if an employee is unable to write, his employer shall cause him to be assisted in the framing of his claim.

(8) Where an employer requires his employee to attend any training course, congress or seminar, such attendance shall, for the purposes of subclauses (5) and (6), be deemed to be attendance by the employee in the performance of his duties.

(9) *Bicycle allowance.*—An employer who requires or allows an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R2,50 per week or, if he is a casual employee, not less than 50 cents per day.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clauses 3 (7) and 6 (5), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash or, with the consent of the employee, by cheque, during his ordinary hours of work, on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his class;

(b) 'n werknemer van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom vir elke kilometer wat hy by die uitvoering van sy pligte afgelê het, 'n vervoertoeleae betaal van minstens—

- (i) waar die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm³ is: 28 sent;
- (ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is: 34 sent;
- (iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is: 42 sent.

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

- (a) hom vergoed vir alle redelike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes, tee, koffie of soortgelyke drankie vir homself aangegaan het;
- (b) hom vergoed vir alle werklike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat oor een of meer nagte strek, aan verblyf, etes, tee, koffie of soortgelyke drankie wat hy vir homself aangegaan het, of 'n onderhoudstoelaag betaal van minstens R25,00 vir elke nag van afwesigheid, watter bedrag ook al die grootste is:

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

(7) *Betaling van vervoer- en onderhoudsuitgawes en -toelaes.*—(a) 'n Werkgever moet alle toelaes en uitgawes wat ingevolge subklousule (5) en (6) aan 'n werknemer betaalbaar is, binne sewe dae nadat die werknemer dit skriftelik geëis het, aan hom betaal: Met dien verstande dat 'n werknemer elke sodanige eis binne een maand vanaf die tydstop waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.

(b) 'n Werkgever kan van sy werknemer vereis om elke eis so op te stel dat dit weergee, in die geval van 'n eis ingevolge—

- (i) subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;
- (ii) subklousule (5) (b), die afstand wat hy elke dag afgelê het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
- (iii) subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde aan so 'n vereiste te kan voldoen, moet die werkgever, voordat enige sodanige reis deur 'n werknemer genoem in subklousule (5) en (6) onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word: Met dien verstande dat indien die werknemer nie in staat is om te skryf nie, die werkgever sal toesien dat hy hulp kry om sy eis op te stel.

(8) Waar 'n werkgever van 'n werknemer vereis om 'n opleidingskursus, kongres of seminar by te woon, word sodanige bywoning, vir die doeleindes van subklousules (5) en (6), geag bywoning deur die werknemer in die uitvoering van sy pligte te wees.

(9) *Fietstoelaes.*—'n Werkgever wat van 'n werknemer vereis of hom toelaat om by die uitvoering van sy pligte sy eie fiets te gebruik moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelaes van minstens R2,50 per week of, as hy 'n los werknemer is, minstens 50 sent per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 3 (7) en 6 (5) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant betaal word en met die toestemming van die werknemer per tjek gedurende sy gewone werkure, op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;

- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee in that period;
- (e) the number of overtime hours worked by the employee in that period;
- (f) the number of hours worked by the employee on a Sunday or a public holiday;
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net amount paid to the employee;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that—

- (i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice posted up in a conspicuous place in the establishment, accessible to all employees effected thereby;
- (ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer, who shall hand to him the relevant receipt together with the aforementioned statement;
- (iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a).

(2) *Casual employees.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment, but at least once a week.

(3) *Premiums.*—Subject to the provisions of any other law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

(4) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Accommodation, meals and rations.*—Subject to any other law an employer shall not require his employee to accept accommodation, meals or rations from him or from any person or at any place nominated by him: Provided that this subclause shall not apply to temporary accommodation arranged by and paid for by the employer for training courses, congresses or seminars.

(6) *Deductions.*—An employer shall not levy any fines against his employee or make any deductions from him employee's remuneration, other than the following:

- (a) With the written consent of his employee, a deduction of a holiday, sick, medical, insurance, savings, provident or pension fund, or for subscriptions to a trade union;
- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence that is calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the following amounts:

	Per week	Per month
	R	R
(i) Accommodation.....	1,50	6,50
(ii) Meals and/or rations	3,00	13,00
(iii) Accommodation, meals and/or rations.....	4,50	19,50;

- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (i) besonderhede van enige bedrag wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

- (i) die besonderhede hierbo voorgeskryf, in kodevorm op die koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;
- (ii) met die toestemming van 'n werknemer, die bedrag aan hom verskuldig op sy skriftelike versoek, gestort kan word in sy bouvereniging- of bank-rekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;
- (iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrekkend hoeft te word nie aan 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkure bepalings uitgesluit is.

(2) *Los werknemers.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens een maal per week.

(3) *Premies.*—Behoudens die bepalings van enige ander wet mag geen bedrag regstreeks of onregstreeks deur 'n werkgever van of ten behoeve van 'n werknemer aangeneem word vir die indiensneming of opleiding van daardie werknemer nie.

(4) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om enige goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.

(5) *Huisvesting, etes of rantsoene.*—Behoudens enige ander wet, mag 'n werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of enigiemand anders of op enige plek deur hom aangewys, aan te neem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op tydelike akkommodasie wat deur die werkgever gereël en betaal word, vir opleidingskursusse, kongresse of siminare.

(6) *Aftekings.*—'n Werkgever mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

- (a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledegeld van 'n vakvereniging;
- (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgever volgens wet of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of kan aftrek;
- (d) wanneer daar volgens wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene, van sy werkgever aan te neem, 'n bedrag van hoogstens:

	Per week	Per maand
	R	R
(i) Huisvesting	1,50	6,50
(ii) Etes en/of rantsoene	3,00	13,00
(iii) Huisvesting, etes en/of rantsoene	4,50	19,50;

- (e) whenever the ordinary hours of work are reduced because of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee), hourly wage in respect of each hour or such reduction: Provided that—
- such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials or railway trucks unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;
 - no deduction shall be made in the case of short-time owing to the vagaries of the weather or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous work-day that no work will be available;
- (f) with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to—
- any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a loan granted to such employee to acquire a dwelling;
 - any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);
- (g) with the written consent of the employee, in one or more payments, a deduction of any amount loaned or advanced to him by the employer: Provided that any deduction for the repayment of any such loan or advance shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: Provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e).

5. ORDINARY HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

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

- a casual employee—
 - from Monday to Friday, inclusive, eight on any day;
 - on a Saturday and not later than 13h00, five;
- a shift worker—
 - 40 in any week from Monday to Saturday, inclusive; and
 - subject to subparagraph (1), eight in a shift and not more than six shifts in a week;
- a security guard or a watchman—
 - 60 in any week from Monday to Saturday, inclusive; and
 - subject to subparagraph (i), in the case of an employee who normally works on—
 - not more than five days per week, 12 on any day;
 - more than five days in a week, 10 on any day;
- any other employee—
 - 40 in any week from Monday to Saturday, inclusive; and
 - subject to paragraph (i), on a Saturday and not later than 13h00, five.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

- an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Manpower, for his area, in writing, of such agreement, the interval may be so reduced;

(e) wanneer die gewone werkure, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

- sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
 - geen aftrekking ten opsigte van korttyd wat deur 'n handelslapte of 'n tekort aan grondstowwe of spoorweg-trokke ontstaan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gee het van sy voorneme om die gewone werkure te verminder;
 - geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens gure weer of 'n onklaarraking van die instalasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer betaal het of onderneem het om te betaal aan—
- enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n lening aan sodanige werknemer toegestaan om 'n woning te bekom;
 - enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i);
- (g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking, in een of meer paaiemente, van enige bedrag wat die werkgewer aan hom geleen of voorgeskiet het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is: Met dien verstande voorts dat geen sodanige aftrekking gemaak mag word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is nie.

5. GEWONE WERKURE, OORTYD-, EN BETALING VIR OORTYDWERK

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

- 'n los werknemer—
 - vanaf Maandag tot en met Vrydag, agt op enige dag;
 - op 'n Saterdag en nie later as 13h00 nie, vyf;
- 'n skofwerker—
 - 40 per week vanaf Maandag tot en met Saterdag; en
 - behoudens subparagraaf (i), agt op 'n skof en nie meer as ses skofte per week nie;
- 'n sekuriteitswag of 'n wag—
 - 60 per week van Maandag tot en met Saterdag; en
 - behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
 - nie meer as vyf dae per week werk nie, 12 op enige dag;
 - meer as vyf dae per week werk, 10 op enige dag;
- enige ander werknemer—
 - 40 per week vanaf Maandag tot en met Saterdag; en
 - behoudens subparagraaf (i), op 'n Saterdag en nie later as 13h00 nie, vyf.

(2) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om onafgebroke vir meer as vyf uur sonder 'n etenspouse van minstens een uur te werk nie en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

- 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in so 'n geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

- (b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (e) applies, shall be deemed to be continuous;
 - (c) if such interval is longer than one hour, except when proviso (g) applies, any period in excess of one and one quarter hours shall be deemed to be time worked;
 - (d) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
 - (e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
 - (f) a driver who during such interval does no work other than being or remaining in charge of a vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;
 - (g) in the case of an employee who is wholly or mainly engaged in cleaning premises, if such interval is longer than three hours any period in excess of three hours shall be deemed to form part of the ordinary hours of work.
- (3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first and second work period of the day, and during such interval the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (2) and (3), all hours of work of an employee on any day shall be consecutive.

(5) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime other than in accordance with an agreement concluded with the employee: Provided that the hours of work prescribed in subclause (1) shall not be exceeded by, in the case of—

- (a) a casual employee, three hours on any day;
- (b) any other employee, 12 hours in any week and 60 hours in any year.

(6) *Payment for overtime.*—(a) An employer shall pay an employee, other than a casual employee, who works overtime, at a rate of not less than—

- (i) one and a third times his hourly wage in respect of the total period not exceeding 10 hours in any week;
- (ii) one and a half times his hourly wage in respect of the total period in excess of 10 hours in any week,

so worked by such employee.

(b) An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his hourly wage in respect of the total period so worked.

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

- (i) a sales representative;
- (ii) any other class employee who receives a regular wage at a rate of—

(aa) not less than R1 320 per month in the municipal areas of Bethal, Graaff-Reinet, Louis Trichardt, Parys, Phalaborwa, Standerton, Vredendal and Zeerust;

(ab) not less than R1 430 per month in the municipal areas of Bethlehem, Dundee, Empangeni, Ermelo, Eshowe, George, Grahamstown, King William's Town, Kroonstad, Ladysmith, Lichtenburg, Middelburg (Tvl), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Queenstown, Rustenburg, Tzaneen, Upington, Vryheid and Worcester;

(ac) not less than R1 550 per month in the areas mentioned in clause 1 (1) but not included in subparagraph (aa) or (ab) hereof.

(b) Subclause (3) shall not apply to a chauffeur, a driver or a general assistant who accompanies such a driver.

(c) Subclauses (2) and (3) shall not apply to a security guard or a watchman: Provided that if such an employee is allowed a meal interval, the time taken up by such interval shall, for the purposes of subclause (1), be regarded as time worked by him.

(d) Subclauses (2), (3) and (4) shall not apply to a business equipment serviceman or demonstrator.

(e) Subclauses (2), (3), (4) and (5) shall not apply to an employee while such employee is engaged on emergency work.

(b) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (a) of (e) van toepassing is, geag word aaneenlopend te wees;

(c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudsbepaling (g) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;

(d) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(e) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

(f) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(g) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van persele indien sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak.

(3) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en tweede werkydperk van die dag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (2) en (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Bepanking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe ingevolge 'n ooreenkoms met die werknemer aangegaan: Met dien verstande dat die werkure in subklousule (1) voorgeskryf nie oorskry mag word nie met, in die geval van—

- (a) 'n los werknemer, drie uur op 'n dag;
- (b) enige ander werknemer, 12 uur in 'n week en 60 uur in 'n jaar.

(6) *Betaling vir oortydwerk.*—(a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, minstens—

- (i) een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydperk aldus gewerk, wat nie 10 uur in 'n week oorskry nie;
- (ii) een en 'n half maal sy uurloon betaal ten opsigte van die totale tydperk aldus gewerk, wat 10 uur in 'n week oorskry;

(b) 'n Werkgewer moet 'n los werknemer wat oortyd werk minstens een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydperk aldus gewerk.

(7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op—

- (i) 'n verkoopsvertegenwoordiger;
- (ii) enige ander klas werknemer wat gereeld 'n loon ontvang van minstens—

(aa) R1 320 per maand in die munisipale gebiede Bethal, Graaff-Reinet, Louis Trichardt, Parys, Phalaborwa, Standerton, Vredendal en Zeerust;

(ab) R1 430 per maand in die munisipale gebiede van Bethlehem, Dundee, Empangeni, Ermelo, Eshowe, George, Grahamstad, King William's Town, Kroonstad, Ladysmith, Lichtenburg, Middelburg (Tvl), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Queenstown, Rustenburg, Tzaneen, Upington, Vryheid en Worcester;

(ac) R1 550 per maand in die gebiede in klousule 1 (1) genoem maar wat nie in subparagraaf (aa) of (ab) hiervan ingesluit is nie.

(b) Subklousule (3) is nie van toepassing op 'n chauffeur, 'n drywer of 'n algemene assistent wat sodanige drywer vergesel nie.

(c) Subklousule (2) en (3) is nie van toepassing op 'n sekuriteitswag of 'n wag nie: Met dien verstande dat indien so 'n werknemer 'n etenspouse toegestaan is, die tyd in beslag geneem deur sodanige pouse vir die toepassing van subklousule (1) beskou word as tyd wat hy gewerk het.

(d) Subklousules (2), (3) en (4) is nie van toepassing op 'n bedryfsuitrustingdiensman of demonstrateur nie.

(e) Subklousules (2), (3), (4) en (5) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

6. ANNUAL LEAVE

(1) Subject to subclause (3), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:

(a) To a *sales representative* who in the performance of his duties is absent from his place of residence and his employer's establishment on—

(i) *at least three nights per month, on average, and who normally works on—*

(aa) not more than five days in a week, 20 consecutive work-days;

(ab) more than five days in a week, 24 consecutive work-days;

(ii) *less than three nights per month, on average, and who normally works on—*

(aa) not more than five days in a week, 15 consecutive work-days;

(ab) more than five days per week, 18 consecutive work-days;

(b) to a *security guard or a watchman* whose ordinary hours of work—

(i) *exceed 48 in a week and who normally works on—*

(aa) not more than five days in a week, 20 consecutive work-days;

(ab) more than five days in a week, 24 consecutive work-days;

(ii) *do not exceed 48 in a week and who normally works on—*

(aa) not more than five days in a week, 15 consecutive work-days;

(ab) more than five days in a week, 18 consecutive work-days;

(c) to *any other employee* who normally works on—

(i) not more than five days in a week, 15 consecutive work-days;

(ii) more than five days in a week, 18 consecutive work-days.

(2) (a) The employer shall pay his employee in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—

(i) subclause (1) (a) (i) or (1) (b) (i), an amount of not less than four times;

(ii) subclause (1) (a) (ii), (1) (b) (ii) or (1) (c), an amount of not less than three times

the weekly wage the employee was receiving immediately prior to the date on which the leave commenced:

Provided that this requirement shall not apply in respect of a sales representative who is employed on commission basis in terms of clause 9 and whose wage plus commission amounts to at least R1 625 per month or R375 per week.

(b) An employee who before subclause (1) (b) (ii) became binding had become entitled to a longer period of annual leave than is therein prescribed shall retain entitlement to such longer period of leave while employed by the same employer.

(3) The leave prescribed in subclause (1) shall and be granted taken, as the case may be, at a time to be fixed by the employer: Provided that—

(a) if such leave has not been granted earlier it shall, save as provided in subclause (4), be granted and be taken so as to commence within three months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of three months, the employer shall grant such leave to the employee and the employee shall take such leave as from a date not later than three months after the expiration of the said period of three months;

(b) the period of leave shall not be concurrent with—

(i) any period of sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate in any period of 12 months to not more than 15 weeks, p/m the period of accumulated sick leave due in terms of clause 7 (3) up to a maximum of 16 weeks;

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by die werkgewer, verlof verleen, en moet die werknemer die verlof neem, soos volg:

(a) Aan 'n *verkoopsverteenwoordiger* wat by die uitvoering van sy pligte van sy woonplek en sy werkgewer se bedryfsinrigting afwesig was vir—

(i) gemiddeld *minstens* drie nagte per maand en wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 20 agtereenvolgende werkdae;

(ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdae;

(ii) gemiddeld *minder as* drie nagte per maand en wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdae;

(ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdae;

(b) aan 'n *sekuriteitswag of 'n wag* wie se gewone werkure—

(i) 48 in 'n week *oorskry* en wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 20 agtereenvolgende werkdae;

(ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdae;

(ii) *nie 48 in 'n week oorskry nie* en wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdae;

(ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdae;

(c) *enige ander werknemer* wat gewoonlik op—

(i) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdae;

(ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdae.

(2) (a) Die werkgewer moet die werknemer ten opsigte van die verlof in subklousule (1) voorgeskryf, in die geval van 'n werknemer bedoel in—

(i) subklousule (1) (a) (i) of (1) (b) (i), 'n bedrag van minstens vier maal;

(ii) subklousule (1) (a) (ii), (1) (b) (ii) of (1) (c), 'n bedrag van minstens drie maal

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat hierdie vereiste nie van toepassing is ten opsigte van 'n verkoopsverteenwoordiger wat op 'n kommissiebasis ingevolge klousule 9 in diens is en wie se loon tesame met kommissie minstens R1 625 per maand of R375 per week bedra nie.

(b) 'n Werknemer wat voordat subklousule (1) (b) (ii) in werking getree het, geregtig geword het op 'n langer tydperk van jaarlikse verlof as wat daarin voorgeskryf word, behou hy geregtigheid op sodanige langer verlof terwyl hy by dieselfde werkgewer in diens is.

(3) Die verlof by subklousule (1) voorgeskryf, moet toegestaan en geneem word, na gelang van die geval, op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (4), so toegestaan en geneem moet word dat dit binne drie maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van drie maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum uiterlik drie maande na die verstryking van genoemde tydperk van drie maande;

(b) die tydperk van verlof nie mag saamval nie met enige tydperk—

(i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop, plus die tydperk van opgelope siekteverlof wat ingevolge klousule 7 (3) verskuldig is tot 'n maksimum van 16 weke;

- (ii) any period during which the employee is under notice of termination of employment in terms of clause 12; or
- (iii) any period during which the employee is doing military service;
- (c) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of employment to which the annual leave relates;
- (d) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee and the employee shall take the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued: Provided further that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of his employment the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination of employment in terms of subclause (6) had the leave not been granted to him.
- (4) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—
 - (i) the request is made by such employee not later than three months after the expiration of the first period of 12 months of employment to which the leave relates; and
 - (ii) the date of receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request until at least after the expiration of the period of leave.
- (b) Subclause (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.
- (5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of an employee, not later than the first pay-day after the expiration of the leave.
- (6) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued and been taken shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than, in the case of an employee referred to in—
 - (a) subclause (1) (a) (i) or (ii), one third; and
 - (b) subclause (1) (a) (iii) or (iv), one fourth,
 of the weekly wage he was receiving immediately before the date of such termination: Provided that—
 - (i) if the contract of employment of an employee who has had not less than one month's employment during any such period of 12 months terminates during a month in which he has had more than two weeks but not a completed month of employment, such uncompleted month shall for the purposes of this subclause be deemed to be a completed month;
 - (ii) an employer may make a proportionate deduction in respect of any period of occasional leave granted on full pay to an employee at such employee's written request;
 - (iii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12 shall not be entitled to any payment by virtue of this subclause unless—
 - (aa) the employer has waived such notice or the employee has paid the employer in lieu of notice; or
 - (ab) in failing to give and serve such notice he was acting within his legal rights.
- (7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (4), and whose employment terminates before such leave has been granted and been taken, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to and taken by him as at the date of the termination.

- (ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is; of
- (iii) wat 'n werknemer vir militêre diens afwesig is;
- (c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van diens waarop die jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek;
- (d) wanneer 'n werkgever van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkgever aan sodanige werknemer die volle verloftydperk ooploopbaar vir 12 maande diens, moet toestaan, en die werknemer die volle verloftydperk moet neem, en, met behoorlike inagneming van die toeval van enige verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens dié waarop die werknemer geregtig sou gewees het op die datum waarop die verlof in gewone omstandighede sou toeval: Met dien verstande voorts dat, indien 'n werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgever die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan en die bedrag waarop hy geregtig sou gewees het by diensbeëindiging ingevolge subklousule (6) indien dié verlof nie aan hom toegestaan was nie, kan aftrek van die besoldiging wat aan die werknemer verskuldig is by diensbeëindiging.
- (4) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande dat—
 - (i) sodanige werknemer so 'n versoek rig binne drie maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
 - (ii) die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (3), is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.
- (5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na verstryking van die verlof, betaal word.
- (6) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het en geneem is, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van, 'n werknemer in—
 - (a) in subklousule (1) (a) (i) of (ii) bedoel, een derde; en
 - (b) subklousule (1) (a) (iii) of (iv) bedoel, een kwart,
 van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—
 - (i) as 'n werknemer wat minstens een maand diens gedurende enige sodanige tydperk van 12 maande gehad het, se dienskontrak eindig in die loop van 'n maand waartydens hy meer as twee weke maar nie 'n voltooide maand diens gehad het nie, so 'n onvoltooide maand by die toepassing van hierdie subklousule geag word 'n voltooide maand te wees;
 - (ii) 'n werkgever ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, 'n eweredige bedrag kan aftrek;
 - (iii) 'n werknemer op geen besoldiging uit hoofde van hierdie subklousule geregtig is nie indien hy sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy—
 - (aa) die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of
 - (ab) hy versuim het om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.
- (7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (4), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan en deur hom geneem is.

(8) For the purpose of this clause—

- (a) the weekly wage at any date of an employee who is engaged on piece-work or commission work in accordance with clause 9 shall be calculated by dividing the remuneration payable to him by virtue of his agreement under that clause in respect of the 12 months immediately preceding the date of the accrual of leave by 52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him for such period of employment by the number of completed weeks in such period;
- (b) the expressions "employment" and "period of employment" shall be deemed to include—
 - (i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 12;
 - (ii) any period during which an employee is absent—
 - (aa) on leave in terms of this clause;
 - (ab) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);
 - (ac) on the instructions or at the request of his employer;
 - (ad) with the consent or condonation of his employer;
 - (ae) for any reason that does not constitute a breach of the contract of employment,

that amounts in total, in any period of 12 months, to not more than 15 weeks in the aggregate or, where sickleave has accumulated in terms of clause 7 (3), a total in any period of 12 months of not more than 15 weeks in the aggregate, plus the period of accumulated sick leave due in terms of that clause, up to a maximum of 16 weeks; and

- (iii) any period during which an employee is absent from work while performing military service: Provided that an employee shall not be entitled to claim as employment, in any period of 12 months employment, more than four months of such absence as service;

and employment shall be deemed to commence, in the case of—

- (aa) an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which he last became entitled to leave under that law;
- (ab) an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not yet become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (ac) any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.

7. SICK LEAVE

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

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

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

- (i) an employee shall not be entitled to sick leave on full pay at the rate of more than, in the case of an employee who works on not more than five days in a week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(8) By die toepassing van hierdie klousule—

- (a) die weekloon op enige datum van 'n werknemer wat op stukwerk of kommissiewerk ooreenkomstig klousule 9, in diens is, bereken word deur die gemiddelde weeklikse besoldiging wat uit hoofde van sy ooreenkoms volgens daardie klousule aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die besoldiging wat aldus vir sodanige dien tydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;
- (b) die uitdrukkings "diens" en "dienstermyn" geag te omvat—
 - (i) enige tydperk ten opsigte waarvan 'n werkgewer of 'n werknemer ingevolge klousule 12 'n werknemer of werkgewer, betaal in plaas van kennis gee;
 - (ii) enige tydperk wat 'n werknemer afwesig is—
 - (aa) met verlof ingevolge hierdie klousule;
 - (ab) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);
 - (ac) op las of versoek van sy werkgewer;
 - (ad) met die toestemming of kondonering van sy werkgewer;
 - (ae) om enige rede wat nie 'n verbreking van die dienskontrak is nie,

en wel in totaal, in enige tydperk van 12 maande, van altesaam hoogstens 15 weke of waar siekteverlof ingevolge klousule 7 (3) opgeloopt het, 'n totaal in enige tydperk van 12 maande van altesaam hoogstens 15 weke, plus die tydperk van opgelope siekteverlof wat ingevolge daardie klousule verskuldig is, tot 'n maksimum van 16 weke; en

- (iii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

en word diens geag te begin, in die geval van—

- (aa) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie wet op verlof geregtig geword het;
- (ab) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (ac) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie vasstelling van krag geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

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

- (a) 'n werknemer wat normaalweg nie meer as vyf dae per week werk nie minstens 30 werkdae; en
- (b) enige ander werknemer, minstens 36 werkdae,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie meer as vyf dae per week werk nie, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

- (ii) where, in such first cycle of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued, but his employer shall, if he has not previously done so, at the expiration of the said cycle or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave accrued at such expiration or termination had not been taken, at the rate of the employee's wage at the commencement of the incapacity;
- (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

- (a) for more than two consecutive work-days; or
- (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer shall, during the period of eight weeks immediately succeeding the last such occasion, not be bound to pay the employee respect of any absence from work unless he submits such a certificate.

(3) An employer shall permit an employee in his second cycle of 36 consecutive month's employment with the employer to take, in that cycle, in addition to the period of sick leave prescribed in subclause (1), one third of any sick leave so prescribed but not taken in his first three-year employment cycle, and to carry forward into his third and every succeeding such cycle, one third of the total of all sick leave so prescribed, but not taken, during all preceding cycles: Provided that the total period of sick leave available to an employee during any such cycle shall not exceed 96 work-days in the case of an employee referred to in subclause (1) (b) and 80 work-days in the case of an employee referred to in subclause (1) (a): Provided further that sick leave shall in every such cycle be granted in the first place from the number of days due in terms of subclause (1) and only after all such days have been taken shall sick leave be granted from any available accumulated sick leave.

(4) For the purposes of this clause—

- (a) the expression "employment" shall be deemed to include—
- (i) any period during which an employee is absent—
- (aa) on leave in terms of clause 6;
- (ab) on the instructions or at the request of his employer;
- (ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (5);
- (ad) with the consent or condonation of his employer;
- (ae) for any reason that is not in breach of the contract of employment;

amounting in the aggregate, in any cycle of 36 months, to not more than 30 weeks plus the amount of accumulated sick leave owing in terms of subclause (3), amounting in the aggregate to a maximum of 16 weeks;

- (ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment, in any period of 12 months' employment, more than four months of such service;
- (iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding, and any sick leave on full pay granted to such employee during such period, shall be deemed to have been granted under this determination;

- (ii) wanneer 'n werknemer gedurende die sodanige eerste tydkring by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op besoldiging vir slegs dié siekteverlof wat hom dan toekom, maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetal teen die loon waarop die werknemer by die aanvang van die ongeskiktheid geregtig was, vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie;

- (iii) wanneer 'n werkgever ingevolge enige wet gelde vir mediese of hospitaalbehandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, dié bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

(2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

- (a) vir langer as twee agtereenvolgende werkdag; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare vakansiedag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregi-streerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid nie gebind hoef te wees om bedoelde bedrag ten opsigte van enige afwesigheid van werk aan die werknemer te betaal nie tensy hy so 'n sertifikaat voorlê.

(3) 'n Werkgever moet 'n werknemer in sy tweede tydkring van 36 agtereenvolgende maande diens by die werkgever toelaat om in daardie tydkring, benewens die siekteverloftydperk in subklousule (1) voorgeskryf, een derde van enige siekteverlof wat aldus voorgeskryf maar nie in sy eerste tydkring van drie jaar diens geneem is nie, te neem en om een derde van die totaal van alle siekteverlof aldus voorgeskryf maar wat nie geneem is nie gedurende alle voorgaande tydkringe, oor te dra na sy derde en elke daaropvolgende sodanige tydkring: Met dien verstande dat die totale tydperk siekteverlof beskikbaar aan 'n werknemer gedurende enige sodanige tydkring, hoogstens 96 werkdag is in die geval van 'n werknemer in subklousule (1) (b) bedoel en 80 werkdag in die geval van 'n werknemer in subklousule (1) (a) bedoel: Met dien verstande voorts dat siekteverlof in elke sodanige tydkring toegestaan word in die eerste plek uit die getal dae verskuldig ingevolge subklousule (1) en siekteverlof uit beskikbare opgelope siekteverlof toegestaan word slegs nadat al sodanige dae geneem is.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking "diens" geag te omvat—
- (i) enige tydperk wat 'n werknemer afwesig is—
- (aa) met verlof ingevolge klousule 6;
- (ab) op las of versoek van sy werkgever;
- (ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uit-eengesit in subklousule (5);
- (ad) met die toestemming of kondonering van sy werk-gever;
- (ae) met enige rede wat nie 'n verbreking van die dienskontrak is nie;

en wat in enige tydkring van 36 maande altesaam hoogstens 30 weke beloop plus die tydperk van opgelope siekteverlof wat ingevolge subklousule (3) verskuldig is, tot 'n maksimum van 16 weke;

- (ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;
- (iii) enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;

(b) "incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease as defined in section 2 of the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(5) *Savings*.—This clause shall not apply—

(a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount not less than the wage payable in terms of subclause (1);

(b) in respect of any period of incapacity of an employee in respect of which the employer is required by any law to pay to the employee his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

(ii) an amount calculated at a rate of not less than one third of his wage rate in respect of the whole time worked by him on that day and grant to him, within 14 days of such day, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.

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

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

(ii) an amount calculated at a rate of not less than one third of his wage rate in respect of the whole time worked by him on such day, and grant to him within 14 days of such day, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day.

(d) Whenever an employee, other than a casual employee, works on a public holiday which falls on a Sunday, he shall be remunerated for such work on the basis set out in subclause (2).

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

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

(b) beteken "ongeskiktheid", onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevalwet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie wet betaalbaar is nie.

(5) *Voorbehoudsbepalings*.—Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie in die geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);

(b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar by 'n ander wet van die werkgever vereis word om die werknemer sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAE

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

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

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

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne 14 dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

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

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

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne 14 dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

(d) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag werk en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die basis in subklousule (2) uiteengesit.

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

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

- (ii) if he so works for longer than four hours, an amount of not less than either an amount calculated at a rate of double his wage rate in respect of the whole time worked by him on such Sunday, or an amount equal to at least double the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a week-day, which ever amount is the greater; or
- (iii) an amount calculated at a rate of not less than one and a third times his wage rate in respect of the whole time worked by him on such Sunday and grant him, within 14 days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.
- (6) Whenever a shift worker works on a Sunday, his employer shall pay him at a rate of not less than one and a third times his wage in respect of the full period worked by him on such Sunday: Provided that overtime remuneration in addition to the remuneration prescribed in this subclause shall not be paid for work on a Sunday.

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

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

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

- (a) partly on a public holiday or on a Sunday and partly on any other day; or
- (b) partly on a public holiday and partly on a Sunday,

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

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

(6) *Savings.*—Subclauses (1) (b) to (d), (2) and (4) shall not apply to an employee referred to in clause 5 (7) (a).

9. PIECE-WORK AND COMMISSION WORK

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

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

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

(c) An employer who intends to cancel or amend any piece-work system in operation or the remuneration applicable thereunder shall give his employee not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

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

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

(iii) 'n bedrag betaal bereken teen 'n skaal van minstens een en een derde maal sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk en aan hom, binne 14 dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(b) Wanneer 'n skofwerker op 'n Sondag werk, moet sy werkgever hom teen ten minste een en 'n derde maal sy loon ten opsigte van die volle tydperk wat hy op daardie Sondag gewerk het, betaal: Met dien verstande dat daar vir werk op 'n Sondag nie oortydvergoeding betaal word benevens die betaling wat in hierdie subklousule voorgeskryf is nie.

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

- (a) op nie meer as vyf dae per week werk nie, geag word minstens nege en 'n kwart uur op daardie dag te gewerk het; en
- (b) op meer as vyf dae in 'n week werk, geag word minstens agt en 'n half uur op daardie dag te gewerk het.

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

- (a) gedeeltelik op 'n openbare vakansiedag of 'n Sondag en gedeeltelik op enige ander dag val; of
- (b) gedeeltelik op 'n openbare vakansiedag en gedeeltelik op 'n Sondag val,

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

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

(6) *Voorbehoudsbepaling.*—Subklousules (1) (b) tot (d), (2) en (4) is nie van toepassing nie op 'n werknemer in klousule 5 (7) (a) vermeld.

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgever kan wanneer hy 'n werknemer in diens neem of indien die werknemer reeds in sy diens is, nadat hy minstens een week vooraf aan sy werknemer kennis gegee het, enige stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal, in die geval van—

- (i) 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat die werkgever die werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;
- (ii) 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat die werkgever sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

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

(c) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgever nie vir 'n korter termyn as dié waarvoor daar ooreengekom is, kennis gee nie.

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

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

- (i) the wage payable to the employee, which shall be not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, as well as the rate of commission and the conditions of entitlement thereto;
- (ii) the day of the week or month on which commission earned is due and payable;
- (iii) the area in which the employee is required or permitted to work; and
- (iv) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

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

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

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

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

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots, and/or other protective clothing which he requires his employee to wear or which by any law he is required to provide for his employee, and any such article shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such article, in which event the employer shall pay such employee an allowance of not less than R1,00 for each week in respect of which the employee is required to wear such article.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

- (a) during the first four weeks of employment, not less than one work-day's notice;
- (b) in the case of a weekly employee, one week's notice after the first four weeks of employment;
- (c) in the case of a monthly employee, two weeks' notice after the first four weeks of employment,

of termination of the contract, which notice shall be in writing except in the case of an employee who cannot write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of one work-day's notice, the daily wage the employee is receiving at the time of such termination;
- (ii) in the case of one week's notice, the weekly wage the employee is receiving at the time of such termination; and
- (iii) in the case of two weeks' notice, double the weekly wage the employee is receiving at the time of such termination:

(2) *Kommissiewerk.*—(a) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgever die verkoop, huur, verpag, verhuur of uithuur van bedryfsuitrusting teen kommissie onderneem, moet, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat, wat moet insluit—

- (i) die loon aan die werknemer betaalbaar, wat nie laer mag wees nie as dié wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word, asook die kommissietarief en die voorwaardes waarop hy die reg daarop verkry;
- (ii) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
- (iii) die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk; en
- (iv) die dag waarop die kommissie wat deur die werknemer verdien is, voor die beëindiging van die dienskontrak betaal moet word: met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

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

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

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

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

10. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

- (1) iemand onder die ouderdom van 15 jaar in diens neem nie;
- (2) van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet enige uniform, oorpak, rubberstewels, pet of ander beskermende kleres wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en enige sodanige artikel bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige artikel te was of te was en stryk in die werknemer se eie tyd, in welke geval die werkgever sodanige werknemer 'n toelae moet betaal van minstens R1,00 per week vir elke week ten opsigte waarvan daar van die werknemer vereis word om sodanige artikel te dra.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) in die geval van 'n weeklikse werknemer, een week na die eerste vier weke diens;
- (c) in die geval van 'n maandelikse werknemer, twee weke na die eerste vier weke diens,

kennis van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal, in die geval van—

- (i) een werkdag kennisgewing, minstens die dagloon;
- (ii) een week kennisgewing, minstens die weekloon; en
- (iii) twee weke kennisgewing, minstens twee maal die weekloon,

Provided that this shall not affect—

- (aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and which is longer than that prescribed in this clause;
- (ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays a employee in lieu of notice, be deemed to mean "would have received at the time of such termination had no deduction been made in respect of short-time".

(2) Where an employee who is being paid in lieu of notice in terms of subclause (1) would have become entitled to an increment in terms of clause 3 h d he been given notice of termination of employment, his employer shall pay him, in addition to all other amounts due to him the amount which would have accrued to him in respect of such increment had he been given such notice, and any amount due to the employee in respect of leave in terms of clause 6 (5) shall be calculated at the wage he would have received on termination of employment had he been given such notice.

(3) Where there is an agreement in terms of proviso (ab) to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(4) The notice prescribed in subclause (1) shall be given in the case of—

- (a) only one work-day's notice required, on any workday;
- (b) a weekly employee, on a work-day on or before the usual pay-day of the establishment for such employee, and shall run from the day after such pay-day;
- (c) a monthly employee, on a work-day on or before the first or the 15th day of a calendar month and shall run from such first or 15th day or, in an establishment in which staggered pay-days are observed, on or before a designated pay-day, and the period of notice shall run from such designated pay-day or date:

Provided that where the first or 15th day of a month falls on a Sunday or a public holiday, notice may be given on the first work-day immediately succeeding such Sunday or public holiday.

(5) The notice prescribed in subclause (1) shall not run concurrently with nor shall notice be given during an employee's absence—

- (i) on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) where such absences amount in the aggregate to not more than 15 weeks or, if sick leave has accrued, to not more than 24 weeks in any period of 12 consecutive months' employment with the same employer; and
- (ii) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(6) Unless an employer has waived the notice prescribed in subclause (1) or an employee leaves his employment without having given and served such notice or without having paid his employer in lieu of notice and in so doing the employee was acting within his legal rights, the employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provision of this determination, an amount of not more than that which the employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice the employee shall be deemed to have paid the employer to that extent in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where an employee deserts or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and the employee, the class of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination.

wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat—

- (aa) die reg van 'n werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ab) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (ac) die werking van 'n verbeuring of boete wat volgens reg van toepassing is op 'n werknemer wat dros;

nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van sy werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgever hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(2) Wanneer 'n werknemer wat ingevolge subklousule (1) betaling in plaas van kennisgewing ontvang, op 'n loonsverhoging ingevolge klousule 3 geregtig sou geword het indien kennis van diensbeëindiging aan hom gegee was, moet sy werkgever hom, benewens alle ander bedrae aan hom verskuldig, die bedrag betaal wat hom sou toegekom het ten opsigte van sodanige verhoging indien hy sodanige kennis gegee was, en enige bedrag wat ingevolge klousule 6 (5) ten opsigte van verlof aan die werknemer verskuldig is, moet bereken word teen die loon wat hy by diensbeëindiging sou ontvang het indien hy sodanige kennis gegee was.

(3) Indien daar 'n ooreenkoms ingevolge voorbehoudsbepaling (ab) van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(4) Die kennisgewing by subklousule (1) voorgeskryf, moet geskied in die geval van—

- (a) slegs een werkdag se vereiste kennisgewing, op enige werkdag;
- (b) 'n weeklikse werknemer, op 'n werkdag voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, en dit geld vanaf die dag ná sodanige betaaldag;
- (c) 'n maandelikse werknemer, op 'n werkdag voor of op die eerste of die 15de dag van 'n kalendermaand en dit geld vanaf sodanige eerste of 15de dag of, in die geval van 'n bedryfsinrigting waarin verspreide betaaldae nagekom word, vóór of op 'n aangewese betaaldag en die kennisgewingstermyn geld vanaf sodanige aangewese betaaldag of datum:

Met dien verstande dat waar die eerste of 15de dag van 'n maand op 'n Sondag of 'n openbare vakansiedag val, kennisgewing op die eerste werkdag onmiddellik na sodanige Sondag of openbare vakansiedag mag geskied.

(5) Die kennisgewing by subklousule (1) voorgeskryf, nie mag saamval nie met, en behalwe in plaas van kennisgewing nie gemaak mag word nie gedurende 'n werknemer se afwesigheid—

- (i) met verlof ingevolge klousule 6 of siekteverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b), waar sodanige afwesighede altesaam hoogstens 15 weke of indien siekteverlof opgeloopt het, hoogstens 24 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgever behoort; en
- (ii) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(6) Tensy 'n werkgever van die kennisgewing wat in subklousule (1) voorgeskryf is, afgesien het of 'n werknemer verlaat sy diens sonder om kennis te gee en uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee en deur sodanige optrede hy binne sy wetlike regte gehandel het, mag 'n werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dié wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer die werkgever hom aldus 'n bedrag toeëien het in plaas van kennisgewing, geag word dat die werknemer die werkgever in dié mate betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgever en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word.

CERTIFICATE OF SERVICE

I,
 carrying on trade in the Business Equipment Industry at
 hereby certify that , Identity No.
 was employed by me from the day
 of 19..... to the day
 of 19..... as (*)
 At the termination of employment this employee's wage was R
 Signature of employer or authorised
 representative
 Date

* State class in which employee was wholly or mainly engaged, e.g. clerk, general assistant.

14. LOG-BOOK

(1) An employer shall provide his driver with a log-book as nearly as practicable in the following form:

DAILY LOG

Name of employer
 Name of driver
 Date Registration No. of vehicle
 Time of starting work
 Time of finishing work
 Number of hours worked
 Meal intervals from to
 Particulars of any accident or delay
 Name(s) of employee(s) accompanying driver
 Signature of driver
 Date

(2) Every driver shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours after the completion of the work to which such log relates deliver a copy thereof to his employer.

(3) Every employer shall retain the copy of the daily log which has been delivered to him in terms of subclause (2) for a period of not less than three years subsequent to such delivery.

(4) Subclauses (1), (2) and (3) shall not apply in respect of a motor vehicle which is fitted with a mechanical device which automatically records the starting and stopping times for the whole period during which the vehicle is being driven and the number of kilometres travelled: Provided that—

- the employer keeps a record showing, with full continuity, the names of the drivers of such vehicle and the times during which each driver was in charge of the vehicle;
- the said record shows the registration number of the vehicle;
- the said record is signed by each driver confirming the time when he takes charge of the vehicle and the time when he ceases to be in charge of the vehicle; and
- the employer shall retain the said register for a period of at least three years after the date of the last entry therein or thereon.

15. ATTENDANCE REGISTER

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

DIENSSERTIFIKAAT

Ek
 wat die Bedryfsuitrustingnywerheid beoefen te
 verklaar hierby dat identiteitsnommer
 in my diens was vanaf die dag van 19.....
 tot die dag van as (*)
 By diensbeëindiging was hierdie werknemer se loon R
 Handtekening van werkgewer of
 gemagtigde verteenwoordiger
 Datum

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, algemene assistent.

14. LOGBOEK

(1) 'n Werkgewer moet sy drywer voorsien van 'n logboek wat so na as moontlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Datum Registrasienommer van die voertuig
 Tyd waarop werk begin word
 Tyd waarop werk beëindig word
 Aantal ure gewerk
 Etenspouse van tot
 Besonderhede van 'n ongeluk of vertraging
 Naam (Name) van werknemer(s) wat drywer vergesel
 Handtekening van drywer
 Datum

(2) Elke drywer moet in die logboek bedoel in subklousule (1), 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgewer lewer.

(3) Die werkgewer moet die kopie van die daaglikse log wat kragtens subklousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

(4) Subklousule (1), (2) en (3) is nie van toepassing nie ten opsigte van 'n motorvoertuig wat toegerus is met 'n meganiese toestel wat outomaties die aanvangs- en die ophoutye vir die hele tydperk wat die voertuig gedryf word en die getal kilometers afgelê, aanteken: Met dien verstande dat—

- die werkgewer 'n register hou wat sonder onderbreking die name van die drywers van sodanige voertuig en die tyd waarop elke drywer vir die voertuig verantwoordelik was, meld;
- genoemde register die registrasienommer van die voertuig meld;
- genoemde register deur elke drywer onderteken word om die tyd te bevestig waarop hy verantwoordelikheid vir die voertuig oorneem en waarop hy ophou om vir die voertuig verantwoordelik te wees; en
- genoemde register deur die werkgewer vir 'n tydperk van minstens drie jaar ná die datum van die laaste inskrywing daarin op daarop bewaar word.

15. PRESENSIEREGISTER

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

ATTENDANCE REGISTER

(Name of employee)										(Class of employee)									
Year.....		Entries to be made by employee										Remarks (if any)							
Month.....		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours worked		Signature	By employee	By employer, if employee was absent; reasons for his absence (to be signed by employer)	By inspector		
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week						
1																			
2																			
3																			
4																			
5																			
6																			
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31																			

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

PRESENSIEREGISTER

(Naam van werknemer)										(Klas van werknemer)									
Jaar		Inskrywings moet deur werknemer gemaak word										Opmerking (as daar is)							
Maand		Tyd waarop werk be- gin word	Pouses van diens af						Tyd waarop werk be- eindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werk- nemer	Deur werkgever as werknemer afwesig is; rede daarvoor (moet deur werkgever onderteken word)	Deur inspek- teur		
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week						
1																			
2																			
3																			
4																			
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Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

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

No.	Name of and class employee				
Week ended	19.....				
Day	In	Out	In	Out	Total
Sunday.....	..h..	..h..	..h..	..h..	..h..
Monday.....	..h..	..h..	..h..	..h..	..h..
Tuesday	..h..	..h..	..h..	..h..	..h..
Wednesday.....	..h..	..h..	..h..	..h..	..h..
Thursday	..h..	..h..	..h..	..h..	..h..
Friday.....	..h..	..h..	..h..	..h..	..h..
Saturday	..h..	..h..	..h..	..h..	..h..

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

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

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

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

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

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

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a); and
- (b) a driver and an employee accompanying such driver.

No. R. 1767

21 August 1987

WAGE ACT, 1957

WAGE DETERMINATION 413.—BUSINESS EQUIPMENT INDUSTRY, CERTAIN AREAS—WITHDRAWAL OF EXEMPTION

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 19 (5) (a) of the Wage Act, 1957, withdraw the exemption published under Government Notice R. 2688 of 11 December 1981 with effect from the third Monday after the date of publication of this notice.

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

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

No.	Naam en klas van werknemer				
Week geëindig.....	19.....				
Dag	In	Uit	In	Uit	Totaal
Sondag.....	..h..	..h..	..h..	..h..	..h..
Maandag	..h..	..h..	..h..	..h..	..h..
Dinsdag.....	..h..	..h..	..h..	..h..	..h..
Woensdag	..h..	..h..	..h..	..h..	..h..
Donderdag	..h..	..h..	..h..	..h..	..h..
Vrydag.....	..h..	..h..	..h..	..h..	..h..
Saterdag	..h..	..h..	..h..	..h..	..h..

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

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

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

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

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

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

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

- (a) 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkurebepalings uitgesluit word; en
- (b) 'n drywer en 'n werknemer wat sodanige drywer vergesel.

No. R. 1767

21 Augustus 1987

LOONWET, 1957

LOONVASSTELLING 413.—BEDRYFSUITRUSTING-NYWERHEID, SEKERE GEBIEDE—TERUGTREK-KING VAN VRYSTELLING

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby kragtens artikel 19 (5) (a) van die Loonwet, 1957, die vrystelling gepubliseer by Goewermentskennisgewing R. 2688 van 11 Desember 1981, terug vanaf die derde Maandag na die datum van publikasie van hierdie kennisgewing.

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

No. R. 1777

21 August 1987

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON.—
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 31 October 1987, upon the employer's organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 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,
EAST LONDON

AGREEMENT

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

Master Builders' and Allied Trades Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of S.A.

Transport Workers' Union of S.A.

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

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

to amend the Agreement, published under Government Notice R. 2475 of 2 November 1979, as amended and renewed by Government Notices R. 2371 of 30 October 1981, R. 596 of 18 March 1983, R. 2706 and R. 2707 of 9 December 1983, R. 2458 of 9 November 1984, R. 2744 of 14 December 1984, R. 2317 of 11 October 1985, R. 252 of 14 February 1986, R. 49 of 2 January 1987 and R. 849 of 16 April 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers and employees who are members of the employers' organisation and the trade unions respectively;
- (b) in the Magisterial District of East London (excluding that portion which was, in terms of Government Notice 1877 of 4 September 1981, transferred from Ciskei).

(2) Notwithstanding the provisions of subclause (1)—

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

No. R. 1777

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-LONDEN.—WYSIGING VAN
HOOFDOORENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 Oktober 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 klousules 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 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, OOS-LONDEN
OOREENKOMS

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

Master Builders' and Allied Trades Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of S.A.

Transport Workers' Union of S.A.

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

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

om die Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 2475 van 2 November 1979, soos gewysig en hernieu by Goewermmentskennisgewings R. 2371 van 30 Oktober 1981, R. 596 van 18 Maart 1983, R. 2706 en R. 2707 van 9 Desember 1983, R. 2458 van 9 November 1984, R. 2744 van 14 Desember 1984, R. 2317 van 11 Oktober 1985, R. 252 van 14 Februarie 1986, R. 49 van 2 Januarie 1987 en R. 849 van 16 April 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is;
- (b) in die landdrosdistrik Oos-Londen (uitgesonderd daardie gedeelte wat ingevolge Goewermmentskennisgewing 1877 van 4 September 1981 oorgeplaas is vanaf Ciskei).

(2) Ondanks subklousule (1)—

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

- (b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—
- dwelling-houses at a cost of less than R14 000, and
 - all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. CLAUSE 4.—WAGES

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

<i>"Class of employee"</i>	<i>Cent per hour</i>
(a) and	
(b) General worker	163
(c) Driver of a mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg	195
over 1 814 kg and including 4 536 kg	223
over 4 536 kg	258
(d) Operator of power crane	258
(e) Operator, Grade I	258
Operator, Grade II	171
(f) Artisan	476."

3. CLAUSE 31.—GENERAL FUND

In subclause (1), substitute the figures "27c", "20c", "15c" and "23c" for the figures "14c", "10c", "8c" and "12c" respectively wherever they occur in the subclause.

Signed at East London on behalf of the parties this 11th day of June 1987.

D. B. CAPLES,
Chairman.

R. A. MATHIESON,
Vice-Chairman.

G. R. REED,
Secretary.

- (b) is hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:

- Woonhuise teen koste van minder as R14 000, en
- alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. KLOUSULE 4.—LONE

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

<i>"Klas werknemer"</i>	<i>Sent per uur</i>
(a) en	
(b) Algemene werker	163
(c) Drywer van 'n meganiese voertuig met 'n netto draver-moë van—	
tot en met 1 814 kg	195
meer as 1 814 kg tot en met 4 536 kg	223
meer as 4 536 kg	258
(d) Bediener van 'n kragkraan	258
(e) Werksman, graad I	258
Werksman, graad II	171
(f) Ambagsman	476."

3. KLOUSULE 31.—ALGEMENE FONDS

In subklousule (1), vervang die syfers "14c", "10c", "8c" en "12c" oral waar hulle in hierdie subklousule voorkom deur onderskeidelik die syfers "27c", "20", "15" en "23c".

Namens die partye op hede die 11de dag van Junie 1987 te Oos-Londen onderteken.

D. B. CAPLES,
Voorsitter.

R. A. MATHIESON,
Ondervoorsitter.

G. R. REED,
Sekretaris.

No. R. 1778

21 August 1987

LOCAL GOVERNMENT UNDERTAKING.—PROVIDENT FUND AGREEMENT—CORRECTION NOTICE

The following corrections to Government Notice R. 1615 appearing in *Government Gazette* 10843 of 31 July 1987, are hereby published for general information:

- In the English text of the Schedule in clause 4.3, insert the following paragraphs (e) and (f) after paragraph (d):

"(e) to provide for continuation option in the event of retirement or termination of service; and

(f) to provide for accident benefits in existing cases."

- In the Afrikaans text of the Schedule in clause 4.3, insert the following paragraphs (e) and (f) after paragraph (d):

"(e) om in geval van aftrede of uitdienstrede vir 'n omsettingsopsie voorsiening te maak; en

(f) om ongeluksvoordele te voorsien in alle gevalle waar dit reeds bestaan."

No. R. 1778

21 Augustus 1987

PLAASLIKE BESTUURSONDERNEMING.—VOORSORGFONDSOOREENKOMS—VERBETERINGSKENNISGEWING

Die onderstaande verbeterings aan Goewermenskennisgewing R. 1615 wat in *Staatskoerant* 10843 van 31 Julie 1987 verskyn, word hierby vir algemene inligting gepubliseer:

- In die Engelse teks van die Bylae in klousule 4.3, voeg die volgende paragrawe (e) en (f) in na paragraaf (d):

"(e) to provide for a conversion option in the event of retirement or termination of service; and

(f) to provide for accident benefits in existing cases."

- In die Afrikaanse teks van die Bylae in klousule 4.3, voeg die volgende paragrawe (e) en (f) in na paragraaf (d):

"(e) om in geval van aftrede of uitdienstrede vir 'n omsettingsopsie voorsiening te maak; en

(f) om ongeluksvoordele te voorsien in alle gevalle waar dit reeds bestaan."

No. R. 1779

21 August 1987

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—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 31 August 1987 and for the period ending 31 August 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 organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from 31 August 1987 and for the period ending 31 August 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

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MAIN AGREEMENT

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

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa

Motor Industry Staff Association

and the

Motor Industry Combined Workers' Union

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

being the parties to the National Industrial Council for the Motor Industry, to amend the Main Agreement published under Government Notice R. 1760 of 29 August 1986.

DIVISION A

1. CLAUSE 1.—SCOPE OF APPLICATION

(1) Subject to the provisions of subclause (3) of this clause and of clause 1 of Division B, the terms of this Agreement shall be observed in the Motor Industry—

- (a) throughout the Republic of South Africa (excluding the port and settlement of Walvis Bay and that area occupied by the Cape Explosives Works Ltd, Somerset West); and
- (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.

No. R. 1779

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID.—WYSIGING VAN HOOF-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 31 Augustus 1987 en vir die tydperk wat op 31 Augustus 1988 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van 31 Augustus 1987 en vir die tydperk wat op 31 Augustus 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

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

HOOF-OOREENKOMS

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

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa

Motor Industry Staff Association

en die

Motor Industry Combined Workers' Union

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

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

om die Hofooreenkoms, gepubliseer by Goewermentskennisgewing R. 1760 van 29 Augustus 1986, te wysig.

AFDELING A

1. KLOUSULE 1.—TOEPASSINGSBESTEK

(1) Behoudens subklousule (3) van hierdie klousule en klousule 1 van Afdeling B moet hierdie Ooreenkoms in die Motornywerheid nagekom word—

- (a) oral in die Republiek van Suid-Afrika (uitgesonderd die hawe en nedersetting van Walvisbaai en die gebied wat geokkupeer word deur die Cape Explosives Works Ltd, Somerset-Wes; en
- (b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

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

- (a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981; and
- (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.

2. CLAUSE 3.—DEFINITIONS

(1) Substitute the following for subclause (17):

“(17) Area A (TVL), means the Magisterial Districts of Oberholzer, Randfontein, Westonaria, Wonderboom and the municipal areas of Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Middelburg (Transvaal), Midrand, Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort-Maraisburg, Rustenburg, Sandton, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg and Witbank;”

(2) In subclause (46), substitute the expression “or in a Division C, Chapter II, Part II, establishment, on operative, Grade CV” for the expression “or an operative Grade CV”, wherever the expression occurs.

3. CLAUSE 11.—RETURNS TO THE COUNCIL

(1) In subclause (6) (a), substitute the figures “21c” and “30c” for the figures “14c” and “20c” respectively.

(2) In subclause (6) (b), substitute the figures “30c” and “45c” for the figures “20c” and “30c” respectively.

4. CLAUSE 35.—ADDITIONAL HOLIDAY PAY FOR APPRENTICES

In subclause (1), substitute the figures “R3,50”, “R5,00”, “R5,50”, “R7,00” and “R7,00” for the figures “R3,00”, “R4,50”, “R6,00”, and “R6,00” respectively.

5. Insert the following new clause 37:

“CLAUSE 37.—DISHONoured CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the council in its sole discretion, which penalty shall be equal to 1,5 per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.”

DIVISION C

6. CHAPTER I—CLAUSE 5.—OVERTIME

In subclause (4)—

- (1) delete paragraph (a);
- (2) delete the expression “(b) in the case of employees other than journeyman:” and renumber subparagraphs (b) (i) and (ii) to the read “(a)” and “(b)” respectively.

7. CHAPTER II—PART I—CLAUSE 2.—DEFINITIONS

In subclause (2) delete the expression “or (an) operative, Grade CV” wherever it occurs.

8. CHAPTER IV—CLAUSE 6.—OVERTIME

In subclause (4)—

- (1) delete paragraph (a);
- (2) delete the expression “(b) in the case of employees other than journeyman:”, and renumber subparagraphs (b) (i) and (ii) to read “(a)” and “(b)” respectively.

Signed at Johannesburg, on behalf of the parties, this 2nd day of June 1987.

J. S. STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

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

(2) Ondanks subklausule (1) is hierdie Ooreenoms van toepassing op—

- (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes wat daarkragtens gestel is nie; en
- (b) kwekelinge wat opleiding ingevolge die Wet op Mannekragopleiding, 1981, ondergaan, slegs vir sover dit nie onbestaanbaar is met daardie Wet op voorwaardes wat daarkragtens gestel is nie.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang subklausule (17), deur die volgende:

“(17) ‘Gebiede A (TVL)’ die landdrosdistrikte Oberholzer, Randfontein, Westonaria en Wonderboom, en die munisipale gebiede van Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Middelburg (Transvaal), Midrand, Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort, Maraisburg, Rustenburg, Sandton, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg en Witbank;”

(2) In subklausule (46), vervang die uitdrukking “of (‘n) werkmán graad CV”, oral waar dit voorkom, deur die uitdrukking “of, in ‘n bedryfsinrigting onder Afdeling C, Hoofstuk II, Deel II, ‘n werkmán graad VB;”.

3. KLOUSULE 11.—OPGAWES AAN DIE RAAD

(1) In subklausule (6) (a), vervang die syfers “14c” en “20c” deur onderskeidelik die syfers “21c” en “30c”.

(2) In subklausule (6) (b), vervang die syfers “20c” en “30c” deur onderskeidelik die syfers “30c” en “45c”.

4. KLOUSULE 35.—ADDISIONELE VAKANSIEBESOLDIGING VIR VAKLEERLINGE

In subklausule (1), vervang die syfers “R3,00”, “R4,50”, “R6,00” en “R6,00” deur onderskeidelik die syfers “R3,50”, “R5,00”, “R5,50”, “R7,00” en “R7,00”.

5. Voeg die volgende nuwe klausule 37 in:

“KLOUSULE 37.—GEDISHONOREERDE TJEKS

Wanneer ‘n werkgewer ‘n bedrag geld wat kragtens hierdie Ooreenoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goedgekenke van die Raad ‘n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klausule is op aanvraag betaalbaar.”

AFDELING C

6. HOOFSTUK I—KLOUSULE 5.—OORTYDWERK

In subklausule (4)—

- (1) skrap paragraaf (a);
- (2) skrap die uitdrukking “(b) in die geval van werknemers uitgesonderd vakmanne:” en hernommer subparagraphe (b) (i) en (ii) om te lui onderskeidelik “(a)” en “(b)”.

7. HOOFSTUK II—DEEL I—KLOUSULE 2.—WOORDOMSKRYWING

In subklausule (2), skrap die uitdrukking “op (‘n) werkmán Graad CV” oral waar dit in hierdie subklausule voorkom.

8. HOOFSTUK IV—KLOUSULE 6.—OORTYDWERK

In subklausule (4)—

- (1) skrap paragraaf (a);
- (2) skrap die uitdrukking “(b) in die geval van werknemers, uitgesonderd vakmanne:”, en hernommer subparagraphe (b) (i) en (ii) om te lui onderskeidelik “(a)” en “(b)”.

Namens die partye op hede die 2de dag van Junie 1987, te Johannesburg onderteken.

J. S. STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

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

No. R. 1792

21 August 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF GROUP PENSION FUND AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 1989, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

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

METAL INDUSTRIES GROUP PENSION FUND

AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association

No. R. 1792

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN GROEPPENSIOENFONDSOOREENKOMS

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 1989 eindig, bindend is vir die werkgeversorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 eindig, bindend is vir alle ander 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

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

GROEPPENSIOENFONDS VIR DIE METAALNYWERHEDE

OOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association

Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers' Union of South Africa

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry,

to amend the Agreement published under Government Notice R. 1000 of 23 May 1986 (hereinafter referred to as the "Re-enacting Agreement").

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply and be observed—

- (a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Metal Industries Group Life and Provident Fund Agreement in force for the time being.

(3) The terms of this Agreement shall, subject to the written authority of the Council, not apply to any employee who was on 7 February 1966, or thereafter becomes, a participant in and member of any pension/provident scheme registered in terms of the Pension Funds Act, 1956 (Act 24 of 1956), (hereinafter referred to as "domestic scheme"), which was in existence on the said date, or to the employer of that employee during such period only as such domestic scheme continues to operate and both employer and employee are participants therein:

Provided that—

- (i) the employer of the employee was on 7 February 1966 a participant in such scheme;

Precision Manufacturing Engineer's Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers' Union of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1000 van 23 Mei 1986 (hierna die "Herbekragtigingsooreenkoms" genoem), te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalinge in hierdie klousule, is hierdie Ooreenkoms van toepassing en moet dit nagekom word—

- (a) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en
- (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs-, en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n werkgever en sy werknemer wat beheer word deur of binne die toepassingsbestek val van die Groepslewe- en Voorsorgfondsooreenkoms vir die Metaalnywerhede, wat vir die huidige van krag is.

(3) Hierdie Ooreenkoms is, behoudens die skriftelike magtiging van die Raad, nie van toepassing nie op 'n werknemer wat op 7 Februarie 1966 of daarna 'n deelnemer was in of lid geword het van 'n pensioen-/voorsorgskema geregistreer kragtens die Wet op Pensioenfondse, 1956 (Wet 24 van 1956), (hierna die "huishoudelike skema" genoem), wat op genoemde datum bestaan het, of op die werkgever van daardie werknemer, net gedurende die tydperk wat sodanige huishoudelike skema in werking bly en beide die werkgever en die werknemer daarin deelneem:

Met dien verstande dat—

- (i) die werkgever van die werknemer op 7 Februarie 1966 'n deelnemer in sodanige skema was;

- (ii) on 7 February 1966 such domestic scheme provided for membership of employees of the class falling within the scope of this Agreement;
 - (iii) the benefits payable by such domestic scheme are regarded by the Council as being not less favourable than the benefits under the Metal Industries Group Pension Fund;
 - (iv) with effect from the date of coming into operation of this Agreement the contributions payable to such domestic scheme by the employee and by the employer shall in each case be not less than six per cent of the pensionable remuneration of such employee.
- (4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not comply with subsection (3) (iv) above, a period of six weeks shall be allowed to enable compliance with the said subsection, subject to any amendments being retro-active to the date of coming into operation of this Agreement.

2. 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 section 5 of the Re-enacting Agreement of 23 May 1986 and as further amended by section 4 hereunder) 4, 5 (as amended by section 6 of the Re-enacting Agreement of 23 May 1986 and as further amended by section 4 hereunder), 6, 8 and 9 of the Former Agreement and the provisions contained in section 7 of the Re-enacting Agreement and the Annexure thereto shall apply to employers and employees."

3. SECTION 3.—DEFINITIONS

(1) Substitute the following for the definition "Region B":

" 'Region B', [subject to the provisions of section 5 (6) of this Agreement], means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelburg, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Cladstone Street, East London, 5201;".

(2) Substitute the following for the definition "Region D":

" 'Region D', [subject to the provisions of section 5 (6) of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;".

(3) Substitute the following for the definition "Region E":

" 'Region E', [subject to the provisions of section 5 (6) of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;".

(4) Substitute the following for the definition "Region F":

" 'Region F', [subject to the provisions of section 5 (6) of this Agreement], means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial District of Barkly West, Britstown, De Aar, Gordonia Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suit 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460;".

- (ii) sodanige huishoudelike skema op 7 Februarie 1966 voorsiening gemaak het vir lidmaatskap van werknemers van die klas wat binne die bestek van hierdie Ooreenkoms val;
- (iii) die Raad die voordele wat deur sodanige huishoudelike skema betaalbaar is, nie beskou as minder gunstig as die voordele onder die Groepspensioenfonds vir die Metaalnywerheide nie;
- (iv) met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, die bydraes wat aan sodanige huishoudelike skema deur die werknemer en deur die werkgever betaalbaar is, in die geval van elkeen minstens ses persent van die pensioengewende besoldiging van sodanige werknemer moet wees.

(4) Waar werkgevers en werknemers deelneem in huishoudelike skemas wat voorsorg- en of pensioenvoordele verskaf soos in subklousule (3) hierbo bedoel en hulle op die datum van inwerkingtreding van hierdie Ooreenkoms nie aan die vereistes van subklousule (3) (iv) hierbo voldoen nie, moet 'n tydperk van ses weke ter nakoming van genoemde subklousule toegestaan word, onderworpe daaraan dat wysigings tot op die datum van inwerkingtreding van hierdie Ooreenkoms terugwerkend is.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS"

Klousules 3 (soos gewysig deur klousule 5 van die Herbekragtigingsooreenkoms van 23 Mei 1986 en soos verder gewysig deur klousule 4 hieronder), 4, 5 (soos gewysig deur klousule 6 van die Herbekragtigingsooreenkoms van 23 Mei 1986 en soos verder gewysig deur klousule 4 hieronder), 6, 8 en 9 van die Vorige Ooreenkoms en klousule 7 van die Herbekragtigingsooreenkoms en die Bylae daarvan is van toepassing op werkgevers en werknemers."

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "Streek B" deur die volgende:

" 'Streek B' [behoudens klousule 5 (6) van hierdie Ooreenkoms] die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelburg, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;".

(2) Vervang die omskrywing "Streek D" deur die volgende:

" 'Streek D' [behoudens klousule 5 (6) van hierdie Ooreenkoms] die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;".

(3) Vervang die omskrywing "Streek E" deur die volgende:

" 'Streek E' [behoudens klousule 5 (6) van hierdie Ooreenkoms] die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001;".

(4) Vervang die omskrywing "Streek F" deur die volgende:

" 'Streek F' [behoudens klousule 5 (6) van hierdie Ooreenkoms] die provinsie die Oranje-Vrystaat, met uitsondering van die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460;".

4. SECTION 5.—CONTRIBUTIONS

Substitute the following for subsection (6):

“(6) The amount payable in each month in terms of this section, together with a statement in such form as may be prescribed from time to time, shall be forwarded to the Council, by not later than the 15th day of the month immediately following and shall be addressed as follows:

- (a) Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;
- (b) every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, (Natal Regional Council), P.O. Box 5900, Durban, 4000, or 8th Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;
- (c) every employer in: Region B; and Region D; and Region E; and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, (Central Funds Administration) P.O. Box 6589, Johannesburg, 2000, or ‘Amaleng’, 8 De Villiers Street, Johannesburg, 2001.”

Signed at Johannesburg, for and on behalf of the parties, this 25th day of March 1987.

B. NICHOLSON,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

4. KLOUSLE 5.—BYDRAES

Vervang subklausule (6) deur die volgende:

“(6) Die bedrag wat elke maand ingevolge hierdie klausule betaalbaar is, tesame met 'n staat in 'n vorm soos van tyd tot tyd voorgeskryf, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Raad gestuur word en moet soos volg gerig word:

- (a) Elke werkgever in Streek A, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs-en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001;
- (b) elke werkgever in Streek C, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs-en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of 8ste Verdieping, Poyntonhuis, hoek van Gardiner en Pinestraat, Durban, 4001;
- (c) elke werkgever in Streek B; en Streek D; en Streek E; en Streek F, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondsadministrasie, Posbus 6589, Johannesburg, 2000, of ‘Amaleng’, De Villiersstraat 8, Johannesburg, 2001.”

Namens die partye op hede die 25ste dag van Maart 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1793

21 August 1987

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF GROUP LIFE AND PROVIDENT FUND AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 4 May 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 4 May 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

No. R. 1793

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER- STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN GROEPS-LEWE- EN VOORSORGFONDSOORENKOMS**

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 4 Mei 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klausule 1 (1) (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 4 Mei 1990 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klausule 1 van die Wysigingsooreenkoms gespesifiseer.

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

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY****GROUP LIFE AND PROVIDENT FUND AGREEMENT**

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part and the
Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Workers' Trade 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

BYLAE**NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS**

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem) aan die een kant, en die
Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Worker's Trade 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**

(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. 999 of 23 May 1986 (hereinafter referred to as the "Re-enacting Agreement").

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed—

- (a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

(2) The terms of this Agreement shall not apply to any employee who on 29 July 1957 was or thereafter became a participant in and members of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment on death of benefits shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

(3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that subsection.

2. 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 section 5 of the Re-enacting Agreement and section 3 hereunder), 4 (as amended by section 6 of the Re-enacting Agreement), 5 (as amended by section 7 of the Re-enacting Agreement and section 4 hereunder), 6, 8 and 9 of the Former Agreement and section 8 of the Re-enacting Agreement and the Annexure thereto, shall apply to employers and employees."

3. SECTION 3.—DEFINITIONS

(1) Substitute the following for the definition "Region B":

" 'Region B', [subject to the provisions of section 5 (4) of this Agreement], means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middel-drift, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;"

(2) Substitute the following for the definition "Region D":

" 'Region D', [subject to the provisions of section 5 (4) of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;"

S.A. Electrical Workers' Association**S.A. Engine Drivers', Firemen's and Operators' Association****S.A. Yster-, Staal- en Verwante Nywerhede-Unie**

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die ooreenkoms gepubliseer by Goewermmentskennisgewing R. 999 van 23 Mei 1986 (hierna die "Herbeksigtigingsooreenkoms" genoem), te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit nagekom word

- (a) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;
- (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n werknemer wat op 29 Julie 1957 'n deelnemer in of lid was of daarna geword het van 'n fonds wat voorsiening maak vir voorsorg- en/of pensioenbystand, wat op genoemde datum bestaan het en waarin die werkgever van daardie werknemer op genoemde datum deelgeneem het, of op die werkgever van daardie werknemer gedurende slegs dié tydperk wat sodanige fonds in werking bly en beide die werkgever en die werknemer daarin deelneem: Met dien verstande dat 'n fonds wat uitsluitlik vir die betaling van bystand by afsterwe voorsiening maak vir die toepassing van hierdie Ooreenkoms nie geag word 'n pensioen- of voorsorgfonds te wees nie.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms op werkgewers en werknemers van toepassing ten opsigte van 'n werknemer wat nie of nie meer deur 'n fonds soos dié in genoemde subklousule bedoel, gedek word nie.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbeksigtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 (soos gewysig deur klousule 5 van die Herbeksigtigingsooreenkoms en klousule 3 hieronder), 4 (soos gewysig deur klousule 6 van die Herbeksigtigingsooreenkoms), 5 (soos gewysig deur klousule 7 van die Herbeksigtigingsooreenkoms en klousule 4 hieronder), 6, 8 en 9 van die Vorige Ooreenkoms en klousule 8 van die Herbeksigtigingsooreenkoms en die Bylae daarvan, is van toepassing op werkgewers en werknemers."

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "Streek B" deur die volgende:

" 'Streek B', [behoudens klousule 5 (4) van hierdie Ooreenkoms] die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middel-drift, Molteno, Oos-Londen, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Cladstonestraat 7-9, Oos-Londen, 5201;"

(2) Vervang die omskrywing "Streek D" deur die volgende:

" 'Streek D', [behoudens klousule 5 (4) van hierdie Ooreenkoms] die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Somersers-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;"

(3) Substitute the following for the definition "Region E":

"'Region E', [subject to the provisions of section 5 (4) of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;".

(4) Substitute the following for the definition "Region F":

"'Region F', [subject to the provisions of Section 5 (4) of this Agreement], means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460;".

4. SECTION 5.—CONTRIBUTIONS

Substitute the following for subsection (4):

"(4) To the amounts deducted in terms of subsections (2) and (3), the employer shall add an equal amount and the total amount payable, together with a statement in such form as may be prescribed from time to time, shall be forwarded to the Council by not later than the 15th day of the month immediately following and shall be addressed as follows:

- (a) Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;
- (b) every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, (Natal Regional Council), P.O. Box 5900, Durban, 4000, or 8th Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;
- (c) every employer in: Region B, and Region D, and Region E, and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Central Funds Administration), P.O. Box 6589, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001."

Signed at Johannesburg, for and on behalf of the parties, this 25th day of March 1987.

B. NICHOLSON,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

No. R. 1794

21 August 1987

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—EXTENSION OF EDUCATION AND TRAINING FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 228 of 8 February 1985 and R. 2056 of 13 September 1985, by a further period ending 30 September 1988.

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

(3) Vervang die omskrywing "Streek E" deur die volgende:

"'Streek E', [behoudens klousule 5 (4) van hierdie Ooreenkoms] die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebied is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001;".

(4) Vervang die omskrywing "Streek F" deur die volgende:

"'Streek F', [behoudens klousule 5 (4) van hierdie Ooreenkoms] die provinsie die Oranje-Vrystaat, uitgesonderd die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460;".

4. KLOUSULE 5.—BYDRAES

Vervang subklousule (4) deur die volgende:

"(4) By die bedrae wat ingevolge subklousules (2) en (3) afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag betaalbaar, tesame met 'n staat in 'n vorm soos van tyd tot tyd voorgeskryf, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Raad gestuur word en moet soos volg gerig word:

- (a) Elke werkgever in Streek A aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance gebou, Heerengracht, Strandgebied, Kaapstad, 8001;
- (b) elke werkgever in Streek C aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntonhuis, hoek van Gardiner- en Pinestraat, Durban, 4001;
- (c) elke werkgever in Streek B, en Streek D, en Streek E, en Streek F aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondsadministrasie), Posbus 6589, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001."

Namens die partye op hede die 25ste dag van Maart 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1794

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—VERLENGING VAN OPVOEDKUNDIGE EN OPLEIDINGSFONDSOOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 228 van 8 Februarie 1985 en R. 2056 van 13 September 1985, met 'n verdere tydperk wat op 30 September 1988 eindig.

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

No. R. 1795

21 August 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF EDUCATION AND TRAINING FUND AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 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 organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (2), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 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 INDUSTRY

METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND

AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineer's and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association

No. R. 1795

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN OPVOEDKUNDIGE EN OPLEIDINGSFONDSOOREENKOMS

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 1988 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 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

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

OPVOEDKUNDIGE EN OPLEIDINGSFONDS VIR DIE METAAL- EN INGENIEURSNYWERHEDE

OOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association

Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Burglar Alarm Systems Association
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers' Union of South Africa

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry,

to amend the Agreement published under Government Notice R. 228 of 8 February 1985 (hereinafter referred to as the Re-enacting Agreement), as amended by Government Notice R. 2056 of 13 September 1985.

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed—

- (1) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and
- (2) by all employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations.

2. GENERAL PROVISIONS

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

Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Burglar Alarm Systems Association
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers' Union of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, en Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 228 van 8 Februarie 1985, (hierna die herbekragtigingsooreenkoms genoem), soos gewysig deur Goewermentskennisgewing R. 2056 van 13 September 1985, te wysig.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word—

- (1) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en
- (2) deur alle werkgewers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede van die werkgewersorganisasies is.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. GENERAL PROVISIONS"

The provisions contained in section 3 (as amended by section 4 hereunder), 4 (as amended by section 5 of the Re-enacting Agreement and as further amended by section 4 of the Agreement published under Government Notice R. 2056 of 13 September 1985 and as further amended by section 4 hereunder), 5 and 7 of Part I, and Part II and Part III of the Former Agreement shall apply to employers."

3. SECTION 3.—DEFINITIONS

(1) Substitute the following for the definition "Region B":

" 'Region B', [subject to the provisions of section 4 (b) of this Agreement], means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middel-drift, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;"

(2) Substitute the following for the definition "Region D":

" 'Region D', [subject to the provisions of section 4 (b) of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;"

(3) Substitute the following for the definition "Region E":

" 'Region E', [subject to the provisions of section 4 (b) of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemfontein, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;"

(4) Substitute the following for the definition "Region F":

" 'Region F', [subject to the provisions of section 4 (b) of this Agreement], means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460."

4. SECTION 4.—METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND

Substitute the following for subsection (b):

"(b) The amounts payable each month in terms of this Agreement, together with a statement in such form as may be prescribed from time to time, shall be forwarded to the Council by not later than the 15th day of the month immediately following and shall be addressed as follows:

- (i) Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;
- (ii) every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or 8th Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;

"4. ALGEMENE BEPALINGS"

Klousules 3 (soos gewysig deur klousule 4 hieronder), 4 (soos gewysig deur klousule 5 van die Herbekragtigingsooreenkomms en soos verder gewysig deur klousule 4 van die Ooreenkomms gepubliseer by Goewermentskennisgewing R. 2056 van 13 September 1985 en soos verder gewysig deur klousule 4 hieronder), 5 en 7 van Deel I en Deel II en Deel III van die Vorige Ooreenkomms is van toepassing op werkgewers."

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "Streek B" deur die volgende:

" 'Streek B' [behoudens klousule 4 (b) van hierdie Ooreenkomms], die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclears, Middel-drift, Molteno, Oos-Londen, Peddie, Queenstown, Sterkstroom, Stöckenstrom, Stutterheim, Tarka, Victoria-Oos en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, en Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;"

(2) Vervang die omskrywing "Streek D" deur die volgende:

" 'Streek D' [behoudens klousule 4 (b) van hierdie Ooreenkomms], die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;"

(3) Vervang die omskrywing "Streek E" deur die volgende:

" 'Streek E' [behoudens klousule 4 (b) van hierdie Ooreenkomms], die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrosdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001;"

(4) Vervang die omskrywing "Streek F" deur die volgende:

" 'Streek F' [behoudens klousule 4 (b) van hierdie ooreenkomms], die provinsie van die Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Parys en Sasolburg, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460."

4. KLOUSULE 4.—OPVOEDKUNDIGE EN OPLEIDINGS-FONDS VIR DIE METAAL- EN INGENIEURSNYWERHEDE

Vervang subklousule (b) deur die volgende:

"(b) Die bedrae wat maandeliks ingevolge hierdie Ooreenkomms betaalbaar is, tesame met 'n staat in 'n vorm soos van tyd tot tyd voorgeskryf, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Raad gestuur word en moet soos volg gerig word:

- (i) Elke werkgever in Streek A, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012 of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001;
- (ii) elke werkgever in Streek C, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natalse Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntonhuis, hoek van Gardiner en Pinestraat Durban, 4001;

- (iii) every employer in Region B, and Region D, and Region E, and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Central Funds Administration), P.O. Box 6589, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2000."

Signed at Johannesburg, for and on behalf of the parties, this 25th day of March 1987.

B. NICHOLSON,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

- (iii) elke werkgewer in Streek B, en Streek D, en Streek E, en Streek F, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondsadministrasie), Posbus 6589, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001."

Namens die partye op hede die 25ste dag van Maart 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1796

21 August 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF ENGINEERING AND ALLIED INDUSTRIES EMPLOYEES MEDICAL AID FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 16 February 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

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

SCHEDULE

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

ENGINEERING AND ALLIED INDUSTRIES EMPLOYEES' MEDICAL AID FUND

AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturer's Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association

No. R. 1796

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS VIR WERKNEMERS IN DIE INGENIEURS- EN AANVERWANTE NYWERHEDE

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 16 Februarie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

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

BYLAE

NASIONALE NYWERHIEDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID MEDIESE HULPFONDS VIR WERKNEMERS IN DIE INGENIEURS- EN AANVERWANTE NYWERHEDE

OOREENKOMS

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics 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
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association

Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry

to amend the Agreement published under Government Notice R. 1002 of 23 May 1986 (hereinafter referred to as the Re-enacting Agreement) as amended by Government Notice R. 2234 of 24 October 1986.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay, by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to—

- employees whilst they are participating in the Metal Industries Medical Aid Fund in force for the time being;
- an employer and his employees who were participants with the employer in any scheme providing medical benefits which was in existence prior to 7 February 1975 (and in which the employer of those employees was on the said date a participant) and to which the employer concerned contributed not less than 50c per week for each employee who was a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and his employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 50c for each such employee per week.

(3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund or scheme referred to in that subsection.

2. GENERAL PROVISIONS

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

"3. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by section 4 of the Re-enacting Agreement, as further amended by section 3 of the Agreement published under Government Notice R. 2234 of 24 October 1986 and as further amended by section 3 hereunder), 4 to 6 inclusive (as amended by section 4 of the Agreement published under Government Notice R. 2234 of 24 October 1986), 7 to 8 (as amended by section 4 hereunder), and 9 to 19 inclusive of the Agreement published under Government Notice R. 296 of 15 February 1980, as amended, extended and re-enacted by Government Notices R. 1344 of 27 June 1980, R. 887 of 1 May 1981, R. 1209 of 25 June 1982, R. 1381 of 1 July 1983, R. 470 of 9 March 1984, R. 1885 of 31 August 1984, R. 229 of 8 February 1985 and R. 2057 of 13 September 1985 (hereinafter referred to as the 'Former Agreement'), shall apply to employers and employees."

Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die Ooreenkoms gepubliseer by Goewermetskennisgewing R. 1002 van 23 Mei 1986 (hierna die Herbekragtigingsooreenkoms genoem) soos gewysig deur Goewermetskennisgewing R. 2234 van 24 Oktober 1986, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op—

- werknemers terwyl hulle deelnemers is in die Mediese Hulpfonds vir die Metaalnywerhede wat vir die oomblik van krag is;
- 'n werkgever en sy werknemers wat saam met die werkgever deelnemers was in 'n skema wat mediese voordele verskaf en wat bestaan het voor 7 Februarie 1975 (en waarin die werkgever van dié werknemers op genoemde datum 'n deelnemer was) en waartoe die betrokke werkgever weekliks minstens 50c bygedra het ten opsigte van elke werknemer wat lid was van die skema en andersins deur hierdie Ooreenkoms gedek word, terwyl sodanige skema in werking bly en genoemde werkgever en sy werknemers voortgaan om deelnemers in die skema te wees en die werkgever voortgaan om 'n bydrae van minstens 50c per week ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds of skema wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

2. ALGEMENE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. ALGEMENE BEPALINGS

Klousules 3 (soos gewysig deur klousule 4 van die Herbekragtigingsooreenkoms, soos verder gewysig deur klousule 3 van die Ooreenkoms gepubliseer by Goewermetskennisgewing R. 2234 van 24 Oktober 1986 en soos verder gewysig deur klousule 3 hieronder), 4 tot en met 6 (soos gewysig deur klousule 4 van die Ooreenkoms gepubliseer by Goewermetskennisgewing R. 2234 van 24 Oktober 1986), 7 tot 8 (soos gewysig deur klousule 4 hieronder), en 9 tot en met 19 van die Ooreenkoms gepubliseer by Goewermetskennisgewing R. 296 van 15 Februarie 1980, soos gewysig, verleng en herbekragtig deur Goewermetskennisgewings R. 1344 van 27 Junie 1980, R. 887 van 1 Mei 1981, R. 1209 van 25 Junie 1982, R. 1381 van 1 Julie 1983, R. 470 van 9 Maart 1984, R. 1885 van 31 Augustus 1984, R. 229 van 8 Februarie 1985 en R. 2057 van 13 September 1985 (hierna die 'Vorige Ooreenkoms' genoem), is van toepassing op werkgewers en werknemers."

3. SECTION 3—DEFINITIONS

(1) Substitute the following for the definition "Region B":

"'Region B', [subject to the provisions of section 8 (3) of this Agreement], means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbult, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;"

(2) Substitute the following for the definition "Region D":

"'Region D', [subject to the provisions of section 8 (3) of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;"

(3) Substitute the following for the definition "Region E":

"'Region E', [subject to the provisions of section 8 (3) of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;"

(4) Substitute the following for the definition "Region F":

"'Region F', [subject to the provisions of section 8 (3) of this Agreement], means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philippstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460."

4. SECTION 8.—CONTRIBUTIONS

Substitute the following for subsection (3):

"(3) To the amounts deducted in terms of subsections (1) and (2), the employer shall add an equal amount and the total sum for each month, together with a statement in such form as may be prescribed from time to time, shall be forwarded to the Council by not later than the 15th day of the month immediately following, and shall be addressed as follows:

- Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;
- every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or 8th Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;
- every employer in Region B; and Region D; and Region E; and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Central Funds Administration), P.O. Box 6589, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001."

Signed at Johannesburg, for and on behalf of the parties, this 25th day of March 1987.

B. NICHOLSON,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "Streek B" deur die volgende:

"'Streek B' [behoudens kousule 8 (3) van hierdie Ooreenkoms] die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbult, Molteno, Oos-Londen, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200 of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;"

(2) Vervang die omskrywing "Streek D" deur die volgende:

"'Streek D' [behoudens kousule 8 (3) van hierdie Ooreenkoms] die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelrandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;"

(3) Vervang die omskrywing "Streek E" deur die volgende: "Streek E" [behoudens kousule 8 (3) van hierdie Ooreenkoms] die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrosdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001;"

(4) Vervang die omskrywing "Streek F" deur die volgende: "Streek F" [behoudens kousule 8 (3) van hierdie Ooreenkoms] die provinsie die Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Parys en Sasolburg, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philippstown, Prieska, Vryburg en Warrenton, in die Kaaprovinsie en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460."

4. KLOUSULE 8.—BYDRAES

Vervang subkousule (3) deur die volgende:

"(3) By die bedrae wat ingevolge subkousules (1) en (2) afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die volle som vir elke maand, tesame met 'n staat in 'n vorm soos van tyd tot tyd voorgeskryf, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Raad gestuur word en moet soos volg gerig word:

- Elke werkgever in Streek A, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurancegebou, Heerengracht, Strandgebied, Kaapstad, 8001;
- elke werkgever in Streek C, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntonhuis, h/v Gardiner- en Pinestraat, Durban, 4001;
- elke werkgever in Streek B; en Streek D; en Streek E; en Streek F, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondsadministrasie), Posbus 6589, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001."

Namens die partye of hede die 25ste dag van Maart 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R 1797

21 August 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF TECHNOLOGICAL FUND AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 September 1987 and for the period ending 3 November 1988, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clause 1 (2), shall be binding, with effect from 1 September 1987 and for the period ending 3 November 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

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

TECHNOLOGICAL FUND AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

No. R 1797

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN TEGNOLOGIESE FONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroop in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 September 1987 en vir die tydperk wat op 3 November 1988 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (2) met ingang van 1 September 1987 en vir die tydperk wat op 3 November 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 genoemde Ooreenkoms gespesifiseer.

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

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

TEGNOLOGIESE FONDSOOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(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. 1001 of 23 May 1986 (hereinafter referred to as the Re-Enacting Agreement).

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed—

- (1) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and
- (2) by all employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations.

2. GENERAL PROVISIONS

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

"3. GENERAL PROVISIONS

The provisions contained in sections 3 (as amended by section 3 of the Re-enacting Agreement and as further amended by section 3 hereunder), 4 (as amended by section 4 hereunder) and 5 of the Agreement published under Government Notice R. 1334 of 27 June 1980, as re-enacted, amended and extended by Government Notices R. 1377 of 1 July 1983, R. 2418 of 4 November 1983, R. 227 of 8 February 1985 and R. 2055 of 13 September 1985 (hereinafter referred to as the "Former Agreement") shall apply to employers."

3. SECTION 3.—DEFINITIONS

- (1) Substitute the following for the definition "Region B":

" 'Region B', [subject to the provisions of section 4 (3) of this Agreement], means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's town, Komga, Lady Grey, Maclear, Middel-drift, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;"

- (2) In the definition "Region C", substitute the following for the existing address:

"P.O. Box 5900 Durban, or Eighth Floor, Poynton House, corner of Cardiner and Pine Streets, Durban 4001."

S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1001 van 23 Mei 1986 (hierna die Herbekragtigingsooreenkoms genoem), te wysig.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word—

- (1) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en
- (2) deur alle werkgewers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van die werkgewersorganisasies.

2. ALGEMENE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. ALGEMENE BEPALINGS

Klousule 3 (soos gewysig deur klousule 3 van die Herbekragtigingsooreenkoms en soos verder gewysig deur klousule 3 hieronder), 4 (soos gewysig deur klousule 4 hieronder) en 5 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1334 van 27 Junie 1980, soos herbekragtig, gewysig en verleng deur Goewermmentskennisgewings R. 1377 van 1 Julie 1983, R. 2418 van 4 November 1983, R. 227 van 8 Februarie 1985 en R. 2055 van 13 September 1985 (hierna die "Vorige Ooreenkoms" genoem) is van toepassing op werkgewers."

3. KLOUSULE 3.—WOORDOMSKRYWING

- (1) Vervang die omskrywing "Streek B" deur die volgende:

" 'Streek B' [behoudens klousule 4 (3) van hierdie Ooreenkoms] die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's town, Komga, Lady Grey, Maclear, Middel-drift, Molteno, Oos-Londen, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, East Londen, 5201;"

- (2) In die omskrywing "Streek C", vervang die bestaande adres deur die volgende:

"Posbus 5900, Durban of Agtste Verdieping, Poyntonhuis, hoek van Gardiner- en Pinestraat, Durban, 4001."

(3) Substitute the following for the definition of "Region D":

"Region D", [subject to the provisions of section 4 (3) of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaf-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001."

(4) Substitute the following for the definition "Region E":

"Region E", [subject to the provisions of section 4 (3) of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001."

(5) Substitute the following for the definition of "Region F":

"Region F", [subject to the provisions of section 4 (3) of this Agreement], means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom 9460."

4. SECTION 4.—SEIFSA TECHNOLOGICAL FUND

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

"(2) As from the date of coming into operation of this Agreement, every employer shall pay monthly to the Fund, in respect of all his employees as defined in clause 3 of the Former Agreement a contribution calculated according to the number of such employees employed by him, as set forth in the following table:

Hourly paid employees	Per month
	R
Up to 5 employees	0,96
From 6 to 35 employees	3,60
From 36 to 75 employees	7,20
From 76 to 150 employees	14,40
From 151 to 375 employees	28,80
Over 375 employees	43,20."

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

"(3) The amount payable each month in terms of subsection (2), together with a statement in such form as may be prescribed from time to time, shall be forwarded to the Council by not later than the 15th day of the month immediately following and shall be addressed as follows:

- Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;
- Every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or eight Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;
- Every employer in Region B, and Region D, and Region E, and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Central Funds Administration), P.O. Box 6589, Johannesburg, 2000, or 'Amaleng', 8 de Villiers Street, Johannesburg, 2001."

(3) Vervang die omskrywing "Streek D" deur die volgende:

"Streek D" [behoudens klousule 4 (3) van hierdie Ooreenkoms], die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaf-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.) Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001."

(4) Vervang die omskrywing "Streek E" deur die volgende:

"Streek E" [behoudens klousule 4 (3) van hierdie Ooreenkoms], die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrosdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng'. De Villiersstraat 8, Johannesburg, 2001."

(5) Vervang die omskrywing "Streek F" deur die volgende:

"Streek F" [behoudens klousule 4 (3) van hierdie Ooreenkoms], die provinsie die Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Parys en Sasolburg, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiagebou, Bokstraat 22, Welkom, 9460."

4. KLOUSULE 4.—SEIFSA-TEGNOLOGIEFONDS

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

"(2) Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms moet elke werkgever maandeliks ten opsigte van al sy werknemers, soos in klousule 3 van die Vorige Ooreenkoms omskryf, 'n bydrae, wat bereken is ooreenkomstig die getal sodanige werknemers wat by hom werksaam is, in die Fonds stort volgens onderstaande tabel:

Werknemers wat per uur betaal word	Per maand
	R
Tot en met 5 werknemers	0,96
Vanaf 6 tot 35 werknemers	3,60
Vanaf 36 tot 75 werknemers	7,20
Vanaf 76 tot 150 werknemers	14,40
Vanaf 151 tot 375 werknemers	28,80
Meer as 375 werknemers	43,20."

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

"(3) Die bedrag wat maandeliks ingevolge subklousule (2) betaalbaar is, tesame met 'n staat in 'n vorm soos van tyd tot tyd voorgeskryf, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Raad gestuur word en moet soos volg gerig word:

- Elke werkgever in Streek A, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die yster, Staal, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001;
- Elke werkgever in Streek C, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntonhuis, h/v. Gardiner- en Pinestraat, Durban, 4001;
- Elke werkgever in Streek B; en Streek D; en Streek E; en Streek F; aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondsadministrasie, Posbus 6589, Johannesburg, 2000, of 'Amaleng', De Villiersstraat 8, Johannesburg, 2001."

Signed at Johannesburg, for and on behalf of the parties, this 2nd day of July 1987.

B. NICHOLSON,
Chairman.

D. VAN COLLER,
Member.

A. O. DE JAGER,
General Secretary.

Namens die partye op hede die 2de dag van Julie 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

D. VAN COLLER,
Lid.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1798

21 August 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF METAL INDUSTRIES MEDICAL AID FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

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

SCHEDULE

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

METAL INDUSTRIES MEDICAL AID FUND

AGREEMENT

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

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Associations (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
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa.
Plastics Manufacturers' Association of South Africa

No. R. 1798

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN MEDIESE HULPFONDSOORENKOMS VIR DIE METAAL-NYWERHEDE

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

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

BYLAE

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

MEDIESE HULPFONDS VIR DIE METAALNYWERHEDE

OOREENKOMS

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

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa

Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
 Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Trades Union of South Africa
 Engineering Industrial 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

(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 Metal Industries Medical Aid Fund Agreement published under Government Notice R. 2829 of 27 December 1985, as amended by Government Notices R. 714 of 18 April 1986 and R. 2233 of 24 October 1986.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay, by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

(2) The terms of this Agreement shall not apply to employers and their employees who are participating with the employer in any scheme providing medical benefits in existence as at 18 July 1966, to which the employer concerned contributes part of the contributions for each employee who is a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay part of the contributions for each such employee.

(3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that subsection.

Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association.
 (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die
 Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Trades Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulder's Society of South Africa
 Mynwerkersunie
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die Mediese Hulpfondsooreenkoms vir die Metaalnywerhede, gepubliseer by Goewermenskennisgewing R. 2829 van 27 Desember 1985, soos gewysig deur Goewermenskennisgewings R. 714 van 18 April 1986 en R. 2233 van 24 Oktober 1986, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasie en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese bystand verskaf en wat bestaan het op 18 Julie 1966, en waartoe die betrokke werkgewer 'n gedeeltelike bydrae maak ten opsigte van elke werknemer wat lid is van die skema en andersins deur hierdie Ooreenkoms gedek word terwyl sodanige skema is werking bly en genoemde werkgewer en werknemers voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n gedeeltelike bydrae ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2) is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

2. SECTION 3—DEFINITIONS

(1) Substitute the following for the definition "Region B":

" 'Region B', [subject to the provisions of section 9 (6) of this Agreement], means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarka and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;".

(2) Substitute the following for the definition "Region D":

" 'Region D', [subject to the provisions of section 9 (6) of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;".

(3) Substitute the following for the definition "Region E":

" 'Region E', [subject to the provisions of section 9 (6) of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;".

(4) Substitute the following for the definition "Region F":

" 'Region F', [subject to the provisions of section 9 (6) of this Agreement], means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460;".

3. SECTION 9.—CONTRIBUTIONS

(1) In subsection (2), substitute the following for the existing table:

"Wage group"	Weekly wage	Member only	Member plus 1 or 2 dependants	Member plus 3 or more dependants
		M	M 1 or 2	M 3 +
1	Up to R179	8,95	12,30	13,80
2	Over R179 and up to R255	10,45	14,00	15,50
3	Over R255	11,50	15,30	16,80."

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

"(6) The amount payable each month in terms of this section, together with a statement in such form as may be prescribed from time to time, shall be forwarded to the Council by not later than the 15th day of the month immediately following and shall be addressed as follows:

(a) Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "Streek B" deur die volgende:

" 'Streek B' [behoudens kousule 9 (6) van hierdie Ooreenkoms] die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Oos-Londen, Queenstown, Sterkstroom, Stutterheim, Tarka en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;".

(2) Vervang die omskrywing "Streek D" deur die volgende:

" 'Streek D' [behoudens kousule 9 (6) van hierdie Ooreenkoms] die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;".

(3) Vervang die omskrywing "Streek E" deur die volgende:

" 'Streek E' [behoudens kousule 9 (6) van hierdie Ooreenkoms] die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', De Villiersstraat 8, Johannesburg, 2001;".

(4) Vervang die omskrywing "Streek F" deur die volgende:

" 'Streek F' [behoudens kousule 9 (6) van hierdie Ooreenkoms] die provinsie die Oranje-Vrystaat, uitgesonderd die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460."

3. KLOUSULE 9.—BYDRAES

(1) In subkousule (2), vervang die bestaande tabel deur die volgende:

"Loon-groep"	Weekloon	Slegs lid	Lid plus 1 of 2 afhanklikes	Lid plus 3 of meer afhanklikes
		L	L 1 of 2	L 3 +
		R	R	R
1	Tot en met R179	8,95	12,30	13,80
2	Oor R179 en tot en met R255	10,45	14,00	15,50
3	Oor R255	11,50	15,30	16,80."

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

"(6) Die bedrag wat maandeliks ingevolge hierdie kousule betaalbaar is, tesame met 'n staat in 'n vorm soos van tyd tot tyd voorgeskryf, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Raad gestuur word en moet soos volg gerig word:

(a) Elke werkgever in Streek A aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurancegebou, Heerengracht, Strandgebied, Kaapstad, 8001;

- (b) every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or 8th Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;
- (c) every employer in Region B, and Region D, and Region E, and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Central Funds Administration), P.O. Box 6589, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001."

Signed at Johannesburg, for and on behalf of the parties, this 25th day of March 1987.

B. NICHOLSON,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

- (b) elke werkgewer in Streek C aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of 8ste Verdieping, Poyntonhuis, h/v Gardiner en Pinestraat, Durban, 4001;
- (c) elke werkgewer in Streek B, en Streek D, en Streek E, en Streek F aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondasadministrasie), Posbus 6589, Johannesburg, 2000, of 'Amaleng', De Villiersstraat 8, Johannesburg, 2001."

Namens die partye op hede die 25ste dag van Maart 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoof Sekretaris.

No. R. 1799

21 August 1987

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 September 1987 and for the period ending 31 March 1989, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b) and 2, shall be binding, with effect from 1 September 1987 and for the period ending 31 March 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

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

REGISTRATION AND ADMINISTRATION EXPENSES

AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association

No. R. 1799

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN REGISTRASIE- EN ADMINISTRASIEFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 September 1987 en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b) en 2, met ingang van 1 September 1987 en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

BYLAE

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

REGISTRASIE- EN ADMINISTRASIEFONDS

OOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association

Constructional Engineering Association
 Covered Conductor Manufacturers' Association
 Domestic Appliance Manufacturers' Association
 Edge Hand and Small Tool Manufacturers' Association
 Electrical Engineering and Allied Industries Association
 Electronics and Telecommunications Industries Association
 Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Ferro Alloy Producers' Association
 Fire Protection Industries Association of South Africa
 Forging Association of Southern Africa
 Gate and Fence Manufacturers' Association of the Transvaal
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa

Iron Moulders' Society of South Africa
 Mine Workers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry,

to amend the Agreement published under Government Notice R. 1003 of 23 May 1986 (hereinafter referred to as the Re-enacting Agreement) as amended by Government Notice R. 1743 of 22 August 1986.

Constructional Engineering Association
 Covered Conductor Manufacturers' Association
 Domestic Appliance Manufacturers' Association
 Edge Hand and Small Tool Manufacturers' Association
 Electrical Engineering and Allied Industries Association
 Electronics and Telecommunications Industries Association
 Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Ferro Alloy Producers' Association
 Fire Protection Industries Association of South Africa
 Forging Association of Southern Africa
 Gate and Fence Manufacturers' Association of the Transvaal
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa

Iron Moulders' Society of South Africa
 Mine Workers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1003 van 23 Mei 1986 hierna die Herbekragtighingsooreenkoms genoem soos gewysig by Goewermentskennisgewing R. 1743 van 22 Augustus 1986, te wysig.

PART I GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) throughout the Republic of South Africa; and
 - (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—
 - (a) the manufacture, for sale, of standard high-speed cutting tools made from high speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
 - (d) the Venetian blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (f) the Locksmithing trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (i) (i) the manufacture by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;
 (ii) manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.

For the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packaging, for transport or sale, of products and capable of being closed by means of a lid or cap or any other type of closure;
 - (j) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kits, tools and documents, and other lines manufactured principally from such tinplate.
- (3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—
 - (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

DEEL I ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word—
 - (a) oral in die Republiek van Suid-Afrika; en
 - (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—
 - (a) die vervaardiging, vir verkoop, van standaard-snelsnygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrosdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
 - (b) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (c) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, werktuie en apparaat, hetsy dit van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik by rekeningkunde en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
 - (d) die Vervaardigingsnywerheid vir Hortgiesblindes en Verwante Produkte in die provinsie Transvaal;
 - (e) die instellering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (f) die Slotmakerybedryf in die landdrosdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
 - (g) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrosdistrikte Brits, Germiston, Kempton Park en Pretoria;
 - (h) die installering en/of herstel en/of versiening van radio's en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (i) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte van hoogstens 2,108 mm van—
 - (aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;
 - (ab) deksels vir bottels, flesse en ander houers;
 - (ac) gewone of gelitografeerde metaalspeelgoed;
 - (ad) gewone of gelitografeerde vertoonplaatte;
 (ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaalklomp. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.

Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppie of ander soort prop toegemaak kan word;
 - (j) 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 vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel nie; en
 - (b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie wet of met voorwaardes daarkragtens vasgestel nie.

2. SPECIAL PROVISIONS

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

"2. SPECIAL PROVISIONS"

The provisions contained in section 2 of Part IV of the Agreement published under Government Notice R. 1552 of 27 July 1984, as amended and re-enacted by Government Notices R. 230 of 8 February 1985 and R. 1578 of 9 July 1985 (hereinafter referred to as the former Agreement) R. 1003 of 23 May 1986 and R. 1743 of 22 August 1986, shall apply to employers and employees."

3. GENERAL PROVISIONS

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

"3. GENERAL PROVISIONS"

The provisions contained in sections 3 (as amended by section 5 of Government Notice R. 1003 of 23 May 1986 and as further amended by section 4 hereunder) and 4 of Part I, Part II (as amended by section 3 of Government Notice R. 1743 of 22 August 1986 and as further amended by section 5 hereunder), Part III (as amended by section 4 of Government Notice R. 1743 of 22 August 1986) and sections 1 and 3 of Part IV of the Former Agreement shall apply to employers and employees."

4. SECTION 3.—DEFINITIONS

(1) Substitute the following for the definition "Region B":

"Region 'B', [subject to the provisions of section 1 (4) of Part II of this Agreement], means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim Tarka and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;"

(2) Substitute the following for the definition "Region D":

"Region 'D', [subject to the provisions of section 1 (4) of Part II of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesburg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupport, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;"

(3) Substitute the following for the definition "Region E":

"Region 'E', [subject to the provisions of section 1 (4) of Part II of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;"

(4) Substitute the following for the definition "Region F":

"Region 'F', [subject to the provisions of section 1 (4) of Part II of this Agreement], means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460;"

2. SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"2. SPESIALE BEPALINGS"

Klousule 2 van Deel IV van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1552 van 27 Julie 1984, soos gewysig en herbekragtig deur Goewermenskennisgewings R. 230 van 8 Februarie 1985 en R. 1578 van 9 Julie 1985 (hierna die Vorige Ooreenkoms genoem), R. 1003 van 23 Mei 1986 en R. 1743 van 22 Augustus 1986, is van toepassing op werkgewers en werknemers."

3. ALGEMENE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. ALGEMENE BEPALINGS"

Klousule 3 (soos gewysig deur klousule 5 van Goewermenskennisgewing R. 1003 van 23 Mei 1986 en soos verder gewysig deur klousule 4 hieronder) en 4 van Deel I, Deel II (soos gewysig deur klousule 3 van Goewermenskennisgewing R. 1743 van 22 Augustus 1986) en klousules 1 en 3 van Deel IV van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers."

4. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "Streek B" deur die volgende:

"Streek B [behoudens klousule 1 (4) van Deel II van hierdie Ooreenkoms] die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Oos-Londen, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;"

(2) Vervang die omskrywing "Streek D" deur die volgende:

"Streek D [behoudens klousule 1 (4) van Deel II van hierdie Ooreenkoms] die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesburg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupport, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;"

(3) Vervang die omskrywing "Streek E" deur die volgende:

"Streek E [behoudens klousule 1 (4) van Deel II van hierdie Ooreenkoms] die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrosdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', De Villiersstraat 8, Johannesburg, 2001;"

(4) Vervang die omskrywing "Streek F" deur die volgende:

"Streek F [behoudens klousule 1 (4) van Deel II van hierdie Ooreenkoms] die provinsie die Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Parys en Sasolburg, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaaprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460 of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460;"

PART II**5. SECTION 1.—CONTRIBUTIONS**

- (1) In subsection (2) (a) (i), substitute the figure "7c" for the figure "6c".
- (2) In subsection (2) (a) (ii), substitute the figure "14c" for the figure "12c".
- (3) In subsection (3), substitute the figure "R14" for the figure "R12".
- (4) Substitute the following for subsection (4):

"(4) The amount payable each month in terms of subsection (2) hereof, subject to the minimum amount payable as specified in subsection (3), together with a statement in such form as may be prescribed from time to time, shall be forwarded to the Council by not later than the 15th day of the month immediately following and shall be addressed as follows:

- (a) Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;
- (b) every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Eighth Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;
- (c) every employer in Region B; and Region D; and Region E; and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Central Funds Administration) P.O. Box 6589, Johannesburg, 2000, or Amaleng, 8 De Villiers Street, Johannesburg, 2001."

Signed at Johannesburg, for and on behalf of the parties, this 2nd day of July 1987.

B. NICHOLSON,
Chairman.

D. VAN COLLER,
Member.

A. O. DE JAGER,
General Secretary.

DEEL II**5. KLOUSULE 1—BYDRAES**

- (1) In subklousule (2) (a) (i), vervang die syfer "6c" deur die syfer "7c".
- (2) In subklousule (2) (a) (ii), vervang die syfer "12c" deur die syfer "14c".
- (3) In subklousule (3), vervang die syfer "R12" deur die syfer "R14".
- (4) Vervang subklousule (4) deur die volgende:

"(4) Die bedrag wat maandeliks ingevolge subklousule (2) hiervan betaalbaar is, onderworpe aan die minimum bedrag betaalbaar soos in subklousule (3) gespesifiseer, tesame met 'n staat in 'n vorm soos van tyd tot tyd voorgeskryf, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Raad gestuur word en moet soos volg gerig word:

- (a) Elke werkgever in Streek A, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001;
- (b) elke werkgever in Streek C, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntonhuis, hoek van Gardiner- en Pinestraat, Durban, 4001;
- (c) elke werkgever in Streek B; en Streek D; en Streek E; en Streek F, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondsadministrasie, Posbus 6589, Johannesburg, 2000, of Amaleng, De Villiersstraat 8, Johannesburg, 2001."

Namens die partye op hede die 2de dag van Julie 1987 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

D. VAN COLLER,
Lid.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1800**21 August 1987****LABOUR RELATIONS ACT, 1956****MOTOR INDUSTRY.—AMENDMENT OF PENSION FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 31 August 1987 and for the period ending 1 February 1991, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

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

No. R. 1800**21 Augustus 1987****WET OP ARBEIDSVERHOUDINGE, 1956****MOTORNYWERHEID.—WYSIGING VAN PENSIOEN-FONDSOOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 31 Augustus 1987 en vir die tydperk wat op 1 Februarie 1991 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

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

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MOTOR INDUSTRY PENSION FUND****AGREEMENT**

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

South African Motor Industry Employers' Association
and the

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

Motor Industry Employees' Union of South Africa
and the

Motor Industry Combined Workers' Union
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the National Industrial Council for the Motor Industry, to amend the Motor Industry Pension Fund Agreement published under Government Notice R. 7 of 2 January 1981, as amended and renewed by Government Notices R. 1581 of 30 July 1982, R. 2319 of 26 October 1984, R. 358 of 28 February 1986 and R. 1724 of 15 August 1986.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed throughout the Republic of South Africa (excluding the area occupied by the Cape Explosives Works Ltd, Somerset West) by all employers in the Motor Industry who are members of the employers' organisations and by—

(a) all members of the Motor Industry Employees' Union of South Africa, including apprentices; and

(b) all journeymen members of the Motor Industry Combined Workers' Union who are validly in possession of a Grade CA or CAE membership card issued to the prior to 1 January 1984.

(2) Notwithstanding the provisions of subclause (1), in the case of journeymen who are members of the Motor Industry Combined Workers' Union and their employers (in respect of such journeymen), the terms of this Agreement shall be observed only in the Province of Natal, the Cape Province and the Magisterial Districts of Alberton, Barberton, Benoni, Bethal, Boksburg, Brakpan, Brits, Ermelo, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lichtenburg, Middelburg (Transvaal), Nelspruit, Pietersburg, Piet Retief, Potchefstroom, Pretoria [including those portions of the Magisterial Districts of Odi and Moretele which, prior to 1 June 1972 (Government Notice 872, read with Government Notices 893 and 894 of 26 May 1972), fell within the Magisterial District of Pretoria], Randburg, Randfontein, Roodepoort, Rustenburg, Springs, Standerton, Vanderbijlpark, Vereeniging, Witbank, Bloemfontein (including those portions of the Magisterial Districts of Jagersfontein and Petrusburg which, prior to the publication of Government Notice 1106 of 26 July 1963, formed part of the Magisterial District of Bloemfontein, but excluding that portion of the Magisterial District of Bloemfontein which, prior to the publication of Government Notice 2076 of 19 November 1971, fell within the Magisterial District of Thaba Nchu) and Kroonstad (including that portion of the Magisterial District of Hennenman which prior to the publication of Government Notice 790 of 30 May 1963, formed part of the Magisterial District of Kroonstad).

2. Insert the following new clause 10:

"CLAUSE 10.—DISHONoured CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1,5 per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand."

Signed at Johannesburg, on behalf of the parties, this 2nd day of June 1987.

J. S. STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

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

BYLAE**DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-NYWERHEID****PENSIOENFONDS VIR DIE MOTORNyWERHEID****OOREENKOMS**

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

South African Motor Industry Employers' Association
en die

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

Motor Industry Employees' Union of South Africa
en die

Motor Industry Combined Workers' Union
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

om die Ooreenkoms vir die Pensioenfonds vir die Motornywerheid, gepubliseer by Goewermentskennisgewing R. 7 van 2 Januarie 1981, soos gewysig en hernieu by Goewermentskennisgewings R. 1581 van 30 Julie 1982, R. 2319 van 26 Oktober 1984, R. 358 van 28 Februarie 1986 en R. 1724 van 15 Augustus 1986, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet oral in die Republiek van Suid-Afrika (uitgesonderd die gebied geokkupeer deur die Cape Explosives Works Ltd, Somerset-Wes) nagekom word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is en deur—

(a) alle lede van die Motor Industry Employees' Union of South Africa, met inbegrip van vakleerlinge; en

(b) alle vakmanlede van die Motor Industry Combined Workers' Union wat in besit is van 'n geldige lidmaatskapkaart graad CA of graad CAE wat voor 1 Januarie 1984 aan hulle uitgereik is.

(2) Ondanks subklousule (1) moet hierdie Ooreenkoms, in die geval van vakmanne wat lede is van die Motor Industry Combined Workers' Union en hul werkgewers (ten opsigte van sodanige vakmanne), nagekom word net in die provinsie Natal, die Kaapprovinsie en die landdrostrikte Alberton, Barberton, Benoni, Bethal, Boksburg, Brakpan, Brits, Ermelo, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lichtenburg, Middelburg (Transvaal), Nelspruit, Pietersburg, Piet Retief, Potchefstroom, Pretoria [met inbegrip van daardie gedeeltes van die landdrostrikte Odi en Moretele wat voor 1 Junie 1972 (Goewermentskennisgewing 872, gelees saam met Goewermentskennisgewings 893 en 894 van 26 Mei 1972) binne die landdrostrik Pretoria geval het], Randburg, Randfontein, Roodepoort, Rustenburg, Springs, Standerton, Vanderbijlpark, Vereeniging, Witbank, Bloemfontein (met inbegrip van daardie gedeeltes van die landdrostrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermentskennisgewing 1106 van 26 Julie 1963 deel uitgemaak het van die landdrostrik Bloemfontein, maar uitgesonderd daardie gedeelte van die landdrostrik Bloemfontein wat voor die publikasie van Goewermentskennisgewing 2076 van 19 November 1971 binne die landdrostrik Thaba Nchu geval het) en Kroonstad (met inbegrip van daardie gedeelte van die landdrostrik Hennenman wat voor die publikasie van Goewermentskennisgewing 790 van 30 Mei 1963 deel uitgemaak het van die landdrostrik Kroonstad).

2. Voeg die volgende nuwe klousule in:

"KLOUSULE 10.—GEDISHONOREERDE TJEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goedgee van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule is op aanvraag betaalbaar."

Names die partye op hede die 2de dag van Junie 1987, te Johannesburg onderteken.

J. S. STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

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

No. R. 1801

21 August 1987

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—AMENDMENT OF MISA PENSION FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 31 August 1987 and for the period ending 31 July 1990, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union.

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

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MISA PENSION FUND AGREEMENT

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

South African Motor Industry Employers' Association
and the

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

Motor Industry Staff Association

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

being the parties to the National Industrial Council for the Motor Industry, to amend the MISA Pension Fund Agreement published under Government Notice R. 1530 of 25 July 1980, as amended and renewed by Government Notices R. 2634 of 24 December 1980, R. 1582 of 30 July 1982, R. 2320 of 26 October 1984, R. 1201 of 30 May 1985, and R. 1726 of 15 August 1986.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Subject to the exclusions referred to in subclause (2) of this clause and in clause 5, the terms of this Agreement shall be binding in the Regions defined herein upon all employers in the Motor Industry who are members of the employers' organisations other than those employers who—

- (a) are registered as vehicle body builders in terms of the provisions of Chapter II of the Main Agreement for the Motor Industry published under Government Notice R. 1495 of 25 July 1980; and/or
- (b) are registered as manufacturers in terms of the provisions of Chapter III of the said Main Agreement;

and upon all clerical employees under 65 years of age who are members of the trade union and who are not employed by the employers referred to in paragraphs (a) and (b) of this subclause.

(2) An employer who had in operation on 1 September 1965 and continues to operate and participate in a pension scheme which covers his clerical employees shall not, in respect of those of his employees who are participants in such pension scheme and, subject to the exceptions detailed in subclause (3) of this clause, be subject to the provisions of this Agreement.

(3) The exclusion contained in subclause (2) of this clause shall not apply—

- (a) if an employer's pension scheme is amended in a manner which, or is substituted by another pension scheme which results in less favourable pension benefits to his clerical employees than those provided by the scheme which was in existence on 1 September, 1965;

No. R. 1801

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID.—WYSIGING VAN MISA-PENSIOENFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 31 Augustus 1987 en vir die tydperk wat op 31 Julie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

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

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-NYWERHEID

MISA-PENSIOENFONDS

OOREENKOMS

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

South African Motor Industry Employers' Association
en die

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

Motor Industry Staff Association

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

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

om die MISA-pensioenfondsooreenkoms, gepubliseer by Goewermmentskennisgewing R. 1530 van 25 Julie 1980, soos gewysig en hernieu by Goewermmentskennisgewings R. 2643 van 24 Desember 1980, R. 1582 van 30 Julie 1982, R. 2320 van 26 Oktober 1984, R. 1201 van 30 Mei 1985 en R. 1726 van 15 Augustus 1986, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens die uitsonderings in subklousule (2) van hierdie klousule en in klousule 5 bedoel, is hierdie Ooreenkoms in die Streke hierin omskryf, bindend vir alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is, uitgesonderd daardie werkgewers wat—

- (a) ingevolge Hoofstuk II van die Hofooreenkoms vir die Motornywerheid, gepubliseer by Goewermmentskennisgewing R. 1495 van 25 Julie 1980, as voertuigbakbouers geregistreer is; en/of
- (b) ingevolge Hoofstuk III van genoemde Hofooreenkoms as vervaardigers geregistreer is;

en vir alle klerke onder die ouderdom van 65 jaar wat lede van die vakvereniging is en nie in diens is nie by die werkgewers wat in paragrawe (a) en (b) van die subklousule bedoel word.

(2) 'n Werkgewer wat op 1 September 1965 'n pensioenskema in werking gehad het wat sy klerke dek en wat voortgaan om die pensioenskema in werking te hou en daarin deel te neem, is nie, behoudens die uitsonderings in subklousule (3) van hierdie klousule vermeld, aan hierdie Ooreenkoms onderworpe wat betref sy werknemers wat in so 'n pensioenskema deelneem nie.

(3) Die uitsondering in subklousule (2) van hierdie klousule vervat, is nie van toepassing nie—

- (a) as 'n werkgewer se pensioenskema gewysig word op 'n wyse wat, of vervang word deur 'n ander pensioenskema wat minder gunstige pensioenvoordele vir sy klerke meebring as dié verskaf deur die skema wat op 1 September 1965 bestaan het;

- (b) in respect of employees who must complete a period of probation before they become eligible for membership of the employer's scheme—
- (i) in all cases, in respect of any period by which the probationary period exceeds 12 months; and
- (ii) in the case of employees who are members of the Misa Pension Fund established in terms of the Agreement published under Government Notice R. 1253 of 27 August 1965 at the time they join the employer's service, until the period of probation has been completed.

2. Insert the following new clause 12:

"CLAUSE 12.—DISHONOURD CHEQUES

Whenever any employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1,5 percent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand."

Signed at Johannesburg, on behalf of the parties, this 2nd day of June 1987.

J. S. STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

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

- (b) op werknemers wat 'n proeftydperk moet voltooi voordat hulle vir lidmaatskap van die werkgewer se skema in aanmerking kom—

- (i) in alle gevalle, ten opsigte van 'n tydperk wat die proeftydperk langer as 12 maande is; en
- (ii) in die geval van werknemers wat lede is van die MISA-pensioenfonds wat gestig is ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1253 van 27 Augustus 1965, vanaf die tyd wat hulle by die werkgewer in diens tree totdat die proeftydperk voltooi is.

2. Voeg die volgende nuwe klousule in:

"KLOUSULE 12.—GEDISHONOREERDE TJEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goeiddunke van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule is op aanvraag betaalbaar."

Namens die partye op hede die 2de dag van Junie 1987 te Johannesburg onderteken.

J. S. STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

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

No. R. 1802

21 August 1987

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—AMENDMENT OF MICWU MEDICAL FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 31 August 1987 and for the period ending 30 June 1992, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union.

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

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MICWU MEDICAL FUND

AGREEMENT

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

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Combined Workers' Union

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

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

No. R. 1802

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNRYWERHEID.—WYSIGING VAN MICWU-MEDIESE FONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 31 Augustus 1987 en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

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

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNRYWERHEID

MICWU- MEDIESE FONDS

OOREENKOMS

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

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Combined Workers' Union

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

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

to amend to MICWU Medical Fund Agreement published under Government Notice R. 1599 of 30 July 1982, as amended and extended by Government Notices R. 2796 of 31 December 1982, R. 1451 of 1 July 1983 and R. 974 of 20 April 1987, as follows:

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined in the Agreement published under Government Notice R. 1599 of 30 July 1982, by all employers in the Motor Industry who are members of the employers' organisations, and by all employees in the said Industry who are members of the Motor Industry Combined Workers' Union.

2. Insert the following new clause 21:

"CLAUSE 21.—DISHONoured CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1,5 per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand."

Signed at Johannesburg, on behalf of the parties, this 2nd day of June 1987.

J. S. STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

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

om die Ooreenkoms vir die MICWU- Mediese Fonds, gepubliseer by Goewermenskennisgewing R. 1599 van 30 Julie 1982, soos gewysig en verleng by Goewermenskennisgewings R. 2796 van 31 Desember 1982, R. 1451 van 1 Julie 1983 en R. 974 van 20 April 1987, te wysig:

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Streke wat omskryf word in die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1599 van 30 Julie 1982, nagekom word deur alle werkgewers in die Motornywerheid wat lede is van die werkgewersorganisasies, en deur alle werknemers in genoemde Nywerheid wat lede is van die Motor Industry Combined Workers' Union.

2. Voeg die volgende nuwe klousule in:

"KLOUSULE 21.—GEDISHONOREERDE TJEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goeëdunke van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule, is op aanvraag betaalbaar."

Namens die partye op hede die 2de dag van Junie 1987 te Johannesburg onderteken.

J. S. STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

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

No. R. 1803

21 August 1987

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—AMENDMENT OF AUTO WORKERS' PENSION FUND AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 31 August 1987 and for the period ending 31 July 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from 31 August 1987 and for the period ending 31 July 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

No. R. 1803

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNRYWERHEID.—WYSIGING VAN PENSIOENFONDSOOREENKOMS VIR MOTORWERKERS

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 31 Augustus 1987 en vir die tydperk wat op 31 Julie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van 31 Augustus 1987 en vir die tydperk wat op 31 Julie 1990 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****AUTO WORKERS' PENSION FUND****AGREEMENT**

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

South African Motor Industry Employers' Association
and the

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

Motor Industry Combined Workers' Union

Motor Industry Employees' Union of South Africa
and the

Motor Industry Staff 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 Motor Industry, to amend the Auto Workers' Pension Fund Agreement published under Government Notice R. 1510 of 25 July 1980, as amended and extended by Government Notices R. 2022 of 3 October 1980, R. 2635 of 24 December 1980, R. 1017 of 15 May 1981, R. 1280 of 26 June 1981, R. 2318 of 26 October 1984, R. 1203 of 30 May 1985 and R. 1725 of 15 August 1986.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Subject to the provisions of subclause (2) of this clause, the terms of this Agreement shall be observed—

- (a) in the Motor Industry in the Republic of South Africa;
- (b) by all employers who are members of the employers' organisations and by all employees in that Industry who are members of the trade unions.

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

- (a) employees who are eligible for membership of the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association;
- (b) members of the Motor Industry Combined Workers' Union who are members of the Motor Industry Pension Fund;
- (c) journeymen who are not members of the Motor Industry Combined Workers' Union or apprentices who are not members of the Motor Industry Combined Workers' Union, other than those referred to in the definition of "journeymen" and "apprentice" respectively;
- (d) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
- (e) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund which was in operation on the date of commencement of operation of this Agreement and which in the opinion of the Council provides benefits not less favourable than those provided by the Auto Workers' Pension Fund;
- (f) any employee for six months from the date on which he begins employment in the Motor Industry: Provided that any employer may in his discretion waive this exclusion.

2. Insert the following new clause 9:

"CLAUSE 9.—DISHONOURED CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1,5 per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand."

Signed at Johannesburg, on behalf of the parties, this 2nd day of June 1987.

J. S. STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

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

BYLAE**DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID****PENSIOENFONDS VIR MOTORWERKERS****OOREENKOMS**

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

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Combined Workers' Union

Motor Industry Employees' Union of South Africa

en die

Motor Industry Staff Association

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

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

om die Pensioenfondsooreenkoms vir Motorwerkers, gepubliseer by Goewermenskennisgewing R. 1510 van 25 Julie 1980, soos gewysig en verleng by Goewermenskennisgewings R. 2022 van 3 Oktober 1980, R. 2635 van 24 Desember 1980, R. 1017 van 15 Mei 1981, R. 1280 van 26 Junie 1981, R. 2318 van 26 Oktober 1984, R. 1203 van 30 Mei 1985 en R. 1725 van 15 Augustus 1986, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens subklousule (2) van hierdie klousule moet hierdie Ooreenkoms nagekom word—

- (a) in die Motornywerheid in die Republiek van Suid-Afrika;
- (b) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers in dié Nywerheid wat lede is van die vakverenigings.

(2) Ondanks subklousule (1) van hierdie klousule is hierdie Ooreenkoms nie van toepassing nie op—

- (a) werknemers wat in aanmerking kom vir lidmaatskap van die Motor Industry Employees' Union of South Africa en die Motor Industry Staff Association;
- (b) lede van die Motor Industry Combined Workers' Union wat lede is van die Pensioenfonds vir die Motornywerheid;
- (c) vakmanne wat nie lede van die Motor Industry Combined Workers' Union is nie of vakleerlinge wat nie lede van die Motor Industry Combined Workers' Union is nie, uitgesonderd dié van wie daar in onderskeidelik die omskrywing van "vakman" en "vakleerling" melding gemaak word;
- (d) 'n werknemer aan wie aftreebystand toegestaan is deur 'n fonds wat vir sodanige bystand voorsiening maak;
- (e) werknemers ten opsigte van wie hul werkgewer bydra, en solank as wat hul werkgewer aldus bydra, tot 'n pensioenfonds wat in werking was op die datum waarop hierdie Ooreenkoms in werking getree het en wat na die mening van die Raad bystand verskaf wat nie minder gunstig is nie as dié wat deur die Pensioenfonds vir Motorwerkers verskaf word;
- (f) 'n werknemer vir ses maande vanaf die datum waarop hy by die Motornywerheid in diens tree. Met dien verstande dat 'n werkgewer na goedgekeurde van hierdie uitsluiting kan afsien.

2. Voeg die volgende nuwe klousule in:

"KLOUSULE 9.—GEDISHONOREERDE TJEEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goedgekeurde van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule, is op aanvraag betaalbaar."

Namens die partye op hede die 2de dag van Junie 1987 te Johannesburg onderteken.

J. S. STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

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

No. R. 1804

21 August 1987

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—AMENDMENT OF MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 31 August 1987 and for the period ending 30 June 1992, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

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

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT

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

South African Motor Industry Employers' Association
and the

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

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

Motor Industry Combined Workers' Union
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the National Industrial Council for the Motor Industry, to amend the Motor Industry Medical Aid Fund Agreement published under Government Notice R. 1598 of 30 July 1982, as amended and extended by Government Notices R. 2300 of 21 October 1983, R. 772 of 19 April 1984, R. 1319 of 21 June 1985, R. 2843 of 27 December 1985, R. 1330 of 27 June 1986, R. 362 of 20 February 1987, R. 972 of 30 April 1987 and R. 1108 of 22 May 1987, as follows:

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Regions defined in the Agreement published under Government Notice R. 1598 of 30 July 1982, by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association and apprentice members of the Motor Industry Combined Workers' Union.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply in respect of apprentices and their employers but only in so far as such application is not inconsistent with the provisions of the Manpower Training Act, 1981, or any regulation thereunder or any contract entered into in terms thereof.

2. Insert the following new clause 21:

"CLAUSE 21.—DISHONOURERED CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1,5 per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand."

Signed at Johannesburg, on behalf of the parties, this 2nd day of June 1987.

J. S. STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

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

No. R. 1804

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID.—WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS VIR DIE MOTORNYWERHEID

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling 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 31 Augustus 1987 en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

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

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID

MEDIESE HULPFONDS VIR DIE MOTORNYWERHEID OOREENKOMS

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

South African Motor Industry Employers' Association
en die

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

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

Motor Industry Combined Workers' Union
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

om die Ooreenkoms vir die Mediese Hulpfonds van die Motornywerheid, gepubliseer by Goewermenskennisgewing R. 1598 van 30 Julie 1982, soos gewysig en verleng by Goewermenskennisgewings R. 2300 van 21 Oktober 1983, R. 772 van 19 April 1984, R. 1319 van 21 Junie 1985, R. 2843 van 27 Desember 1985, R. 1330 van 27 Junie 1986, R. 362 van 20 Februarie 1987, R. 972 van 30 April 1987 en R. 1108 van 22 Mei 1987, te wysig:

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Streke omskryf in die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1598 van 30 Julie 1982, nagekom word deur alle werkgewers in die Motornywerheid wat lede is van die werkgewersorganisasies en deur alle werknemers in genoemde Nywerheid wat lede is van die Motor Industry Employees' Union of South Africa en die Motor Industry Staff Association en vakleerlinge van die Motor Industry Combined Workers' Union.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms op vakleerlinge en op hul werkgewers van toepassing maar slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of 'n regulasie wat daarkragtens uitgevaardig is of 'n kontrak wat daarkragtens aangegaan is nie.

2. Voeg die volgende nuwe klousule in:

"KLOUSULE 21.—GEDISHONOREERDE TJEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goeddunke van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule is op aanvraag betaalbaar."

Namens die partye op hede die 2de dag van Junie 1987 te Johannesburg onderteken.

J. S. STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vice-president van die Raad.

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

No. R. 1805

21 August 1987

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—AMENDMENT OF MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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 31 August 1987 and for the period ending 30 June 1992, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

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

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCILS FOR THE MOTOR-INDUSTRY

MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND AGREEMENT

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

South African Motor Industry Employers' Association
and the

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

Motor Industry Employee's Union of South Africa
Motor Industry Staff Association
and the

Motor Industry Combined Workers' Union

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

being the parties to the National Industrial Council for the Motor Industry, to amend the Motor Industry Sick and Accident Pay Fund Agreement published under Government Notice R. 1600 of 30 July 1982, as amended and extended by Government Notices R. 2792 of 31 December 1982, R. 1727 of 15 August 1986 and R. 973 of 30 April 1987, as follows:

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the trade unions.

2. Insert the following new clause 19:

"CLAUSE 19.—DISHONoured CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1,5 per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand."

Signed at Johannesburg, on behalf of the parties, this 2nd day of June 1987.

J. S. STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

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

No. R. 1805

21 Augustus 1987

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNRYWERHEID.—WYSIGING VAN SIEKTE- EN ONGEVALLEBYSTANDFONDSOOREENKOMS VIR DIE MOTORNRYWERHEID

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 31 Augustus 1987 en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

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

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNRYWERHEID

SIEKTE- EN ONGEVALLEBYSTANDFONDS VIR DIE MOTORNRYWERHEID

OOREENKOMS

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

South African Motor Industry Employers' Association
en die

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

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

Motor Industry Combined Workers' Union
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

om die Siekte- en Ongevallebystandsfondsooreenkoms vir die Motornrywerheid, gepubliseer by Goewermentskennisgewing R. 1600 van 30 Julie 1982, soos gewysig en verleng by Goewermentskennisgewings R. 2792 van 31 Desember 1982, R. 1727 van 15 Augustus 1986 en R. 973 van 30 April 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Streke wat hierin omskryf word, nagekom word deur alle werkgewers in die Motornrywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers in genoemde Nywerheid wat lede van die vakverenigings is.

2. Voeg die volgende nuwe klousule in:

"KLOUSULE 19.—GEDISHONOREERDE TJEKS

Wanner 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goedgevoel van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule is op aanvraag betaalbaar."

Namens die partye op hede die 2de dag van Junie 1987 te Johannesburg onderteken.

J. S. STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

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

DEPARTMENT OF POSTS AND TELECOMMUNICATIONS

No. R. 1760

21 August 1987

AMENDMENT OF THE TELECOMMUNICATION REGULATIONS

The Minister of Home Affairs and of Communications has under section 119A (1) (g) of the Post Office Act, 1958 (Act 44 of 1958), made the regulations set out in the Schedule hereto.

SCHEDULE

1.0 In this Schedule, unless the context indicates otherwise, "the Regulations" means the Telecommunication Regulations published by Government Notice R. 1191 of 1 July 1977 as amended by Government Notices R. 2000 of 30 September 1977, R. 2119 of 21 October 1977, R. 13 of 5 January 1979, R. 2329 of 19 October 1979, R. 903 of 24 April 1981, R. 2841 of 31 December 1981, R. 365 of 26 February 1982, R. 2417 of 12 November 1982, R. 367 of 18 February 1983, R. 740 of 15 April 1983, R. 2790 of 23 December 1983, R. 740 of 13 April 1984, R. 983 of 18 May 1984, R. 333 of 28 February 1986, R. 506 of 21 March 1986, R. 1410 of 4 July 1986, R. 2263 of 31 October 1986 and R. 1193 of 29 May 1987.

2.0 Regulation C.6 of the Regulations is hereby amended as follows:

- 2.1 *Substitute* (2) Service indications shall be written between double dashes directly before the address on the telegram form, e.g. =TLXx= for the existing subregulation (2).
- 2.2 *Delete* the following service indication in subregulation (4):
=LX= De luxe telegram on an ornamental form and delivered in an ornamental envelope.

No. R. 1761

21 August 1987

AMENDMENT OF THE TARIFF FOR TELECOMMUNICATION SERVICES

It is hereby made known, in terms of section 2B (3A) of the Post Office Act, 1958 (Act 44 of 1958), that the Postmaster General, acting under section 2B (1) (e) of the said Act and with the approval of the Minister of Home Affairs and of Communications, has determined that the fees set out in the undermentioned Schedule are to be demanded or received in respect of the services concerned.

SCHEDULE

1.0 In this Schedule the expression "the Tariff" means the Tariff for Telecommunication Services promulgated under Government Notice 1192 of 1 July 1977, as amended.

2.0 The Tariff is hereby further amended as follows:

- 2.1 *Delete* the existing item 19.5.
- 2.2 *Insert* the following new item:
19.5 RESERVED

DEPARTEMENT VAN POS- EN TELEKOMMUNIKASIEWESE

No. R. 1760

21 Augustus 1987

WYSIGING VAN DIE TELEKOMMUNIKASIE- REGULASIES

Die Minister van Binnelandse Sake en van Kommunikasie het kragtens artikel 119A (1) (g) van die Poswet, 1958 (Wet 44 van 1958), die regulasies vervat in die Bylae hiervan uitgevaardig.

BYLAE

1.0 In hierdie Bylae, tensy uit die samehang anders blyk, beteken "die Regulasies" die Telekommunikasieregulasies afgekondig by Goewermentskennisgewing R. 1191 van 1 Julie 1977, soos gewysig deur Goewermentskennisgewings R. 2000 van 30 September 1977, R. 2119 van 21 Oktober 1977, R. 13 van 5 Januarie 1979, R. 2329 van 19 Oktober 1979, R. 903 van 24 April 1981, R. 2841 van 31 Desember 1981, R. 365 van 26 Februarie 1982, R. 2417 van 12 November 1982, R. 367 van 18 Februarie 1983, R. 740 van 15 April 1983, R. 2790 van 23 Desember 1983, R. 740 van 13 April 1984, R. 983 van 18 Mei 1984, R. 333 van 28 Februarie 1986, R. 506 van 21 Maart 1986, R. 1410 van 4 Julie 1986, R. 2263 van 31 Oktober 1986 en R. 1193 van 29 Mei 1987.

2.0 Regulasie C.6 van die Regulasies word hierby soos volg gewysig:

- 2.1 *Vervang* die bestaande subregulasie (2) *deur* (2) Diensaanwysings word tussen dubbele aandagstrepe direk voor die adres op die telegramvorm geskryf, bv. =TLXx=.
- 2.2 *Skrap* die volgende diensaanwysing in subregulasie (4):
=LX= Luukse telegram wat op 'n siervorm en in 'n sierkoevert afgelewer word.

No. R. 1761

21 Augustus 1987

WYSIGING VAN DIE TARIEFLYS VIR TELEKOMMUNIKASIEDIENSTE

Hiermee word ingevolge artikel 2B (3A) van die Poswet, 1958 (Wet 44 van 1958), bekendgemaak dat die Posmeester-generaal, handelende kragtens artikel 2B (1) (e) van genoemde Wet en met die goedkeuring van die Minister van Binnelandse Sake en van Kommunikasie, bepaal het dat die gelde uiteengesit in onderstaande Bylae ten opsigte van die betrokke dienste geëis of ontvang moet word.

BYLAE

1.0 In hierdie Bylae beteken die uitdrukking "die Tarieflys" die Tarieflys vir Telekommunikasiedienste afgekondig by Goewermentskennisgewing 1192 van 1 Julie 1977, soos gewysig.

2.0 Die Tarieflys word hiermee soos volg verder gewysig:

- 2.1 *Skrap* die bestaande item 19.5.
- 2.2 *Voeg* die volgende nuwe item in:
19.5 UITGEHOU

No. R. 1762**21 August 1987****AMENDMENT OF THE TELECOMMUNICATION REGULATIONS**

The Minister of Home Affairs and of Communications has, under section 119A (1) (g) of the Post Office Act, 1958 (Act 44 of 1958), made the Regulations in the Schedule.

SCHEDULE

1. In this Schedule, unless the context indicates otherwise, the expression "the Regulations" means the Telecommunication Regulations published under Government Notice R. 1191 of 1 July 1977, as amended by Government Notices R. 2000 of 30 September 1977, R. 2119 of 21 October 1977, R. 13 of 5 January 1979, R. 2329 of 19 October 1979, R. 903 of 24 April 1981, R. 2841 of 31 December 1981, R. 365 of 26 February 1982, R. 2417 of 12 November 1982, R. 367 of 18 February 1983, R. 740 of 15 April 1983, R. 2790 of 23 December 1983, R. 740 of 13 April 1984, R. 983 of 18 May 1984, R. 333 of 28 February 1986, R. 506 of 21 March 1986, R. 1410 of 4 July 1986, R. 2263 of 31 October 1986 and R. 1193 of 29 May 1987.

2. The Index to the Regulations is hereby amended by the addition of the following item:

H.32 Operational conditions for a private data communication network or private line/tie line for speech purposes.

3. Chapter 9 of the Regulations is hereby amended by the addition of the following regulation:

H.32 Operational conditions for a private data communication network or private line/tie line for speech purposes.

Except where the Postmaster General in any particular case determines otherwise, the use of a private data communication network or private line/tie line for speech purposes shall be subject to the following conditions:

- (a) Traffic may only originate and terminate in a private data communication network and such a network or private line/tie line shall not be utilized for the switching of traffic, provided that the switching of traffic originating from or destined for the extensions of not more than two PABX's connected by the aforementioned means shall be permitted subject to the provisions of subregulation (b);
- (b) traffic originating from or destined for transmission via the public switched telephone network shall not be permitted to traverse such a private data communication network or private line/tie line; and
- (c) to ensure compliance with the requirements of subregulations (a) and (b) the client of the private data communication network or private line/tie line shall arrange proper barring.

No. R. 1763**21 August 1987****AMENDMENT OF THE TARIFF FOR TELECOMMUNICATION SERVICES**

It is hereby made known, in terms of section 2B (3A) of the Post Office Act, 1958 (Act 44 of 1958), that the Postmaster General, acting under section 2B (1) (e) of the said Act and with the approval of the Minister of Home Affairs and of Communications, has determined that the fees set out in the undermentioned Schedule are to be demanded or received in respect of the services concerned.

SCHEDULE

1. In this Schedule the expression "the Tariff" means the Tariff for Telecommunication Services published under Government Notice 1192 of 1 July 1977, as amended.

2. The Tariff is hereby further amended as follows:

2.1 Insert the following new item:

No. R. 1762**21 Augustus 1987****WYSIGING VAN DIE TELEKOMMUNIKASIE-REGULASIES**

Die Minister van Binnelandse Sake en van Kommunikasie het kragtens artikel 119A (1) (g) van die Poswet, 1958 (Wet 44 van 1958), die Regulasies in die Bylae gemaak.

BYLAE

1. Tensy die samehang anders aantoon, beteken die uitdrukking "die Regulasies" in hierdie Bylae die Telekomunikasieregulasies afgekondig by Goewermentskennisgewing R. 1191 van 1 Julie 1977, soos gewysig deur Goewermentskennisgewings R. 2000 van 30 September 1977, R. 2119 van 21 Oktober 1977, R. 13 van 5 Januarie 1979, R. 2329 van 19 Oktober 1979, R. 903 van 24 April 1981, R. 2841 van 31 Desember 1981, R. 365 van 26 Februarie 1982, R. 2417 van 12 November 1982, R. 367 van 18 Februarie 1983, R. 740 van 15 April 1983, R. 2790 van 23 Desember 1983, R. 740 van 13 April 1984, R. 983 van 18 Mei 1984, R. 333 van 28 Februarie 1986, R. 506 van 21 Maart 1986, R. 1410 van 4 Julie 1986, R. 2263 van 31 Oktober 1986 en R. 1193 van 29 Mei 1987.

2. Die Inhoudsopgawe van die Regulasies word hiermee gewysig deur die volgende item by te voeg:

H.32 Bedryfsvoorwaardes vir 'n privaat datakommunikasienet of private lyn/koppellyn vir spraakdoeleindes.

3. Hoofstuk 9 van die Regulasies word hiermee gewysig deur die volgende regulasie by te voeg:

H.32 Bedryfsvoorwaardes vir 'n privaat datakommunikasienet of private lyn/koppellyn vir spraakdoeleindes.

Behalwe waar die Posmeester-generaal in 'n bepaalde geval anders bepaal, is die gebruik van 'n privaat datakommunikasienet of private lyn/koppellyn vir spraakdoeleindes aan die volgende voorwaardes onderworpe:

- (a) Verkeer mag slegs in 'n privaat datakommunikasienet ontstaan en eindig en so 'n net of private lyn/koppellyn word nie vir die skakeling van verkeer aangewend nie, met dien verstande dat die skakeling van verkeer wat ontstaan uit of bestem is vir die bylyne van nie meer nie as twee POTS'e wat op die voornoemde wyses verbind is, toelaatbaar is onderworpe aan die bepalinge van subregulasie (b);
- (b) verkeer wat ontstaan uit of bestem is vir transmissie via die publieke skakeltelefoonnet mag nie toegelaat word om deurgang oor sodanige privaat datakommunikasienet of private lyn/koppellyn te hê nie; en
- (c) ten einde nakoming van die bepalinge van subregulasies (a) en (b) te verseker, moet die kliënt van die privaat datakommunikasienet of private lyn/koppellyn behoorlike sperrings reël.

No. R. 1763**21 Augustus 1987****WYSIGING VAN DIE TARIEFLYS VIR TELEKOMMUNIKASIEDIENSTE**

Hiermee word ingevolge artikel 2B (3A) van die Poswet, 1958 (Wet 44 van 1958), bekendgemaak dat die Posmeester-generaal, handelende kragtens artikel 2B (1) (e) van genoemde Wet en met die goedkeuring van die Minister van Binnelandse Sake en van Kommunikasie, bepaal het dat die gelde wat uiteengesit word in onderstaande Bylae ten opsigte van die betrokke dienste geëis of ontvang moet word.

BYLAE

1. In hierdie Bylae beteken die uitdrukking "die Tarieflys" die Tarieflys vir Telekomunikasiendienste afgekondig by Goewermentskennisgewing 1192 van 1 Julie 1977, soos gewysig.

2. Die Tarieflys word hiermee soos volg verder gewysig:

2.1 Voeg die volgende nuwe item in:

No.	Service	Installation and other charges	Monthly rental unless otherwise stated
45.3.3.1.1	Where the lines in 45.3.3.1 are utilized for either speech or speech plus data a surcharge of R1,15 per month per kilometre or portion thereof is payable	—	—

No.	Diens	Installeer- en ander koste	Maandelikse huur tensy anders vermeld
45.3.3.1.1	Indien die lyne in 45.3.3.1 vir òf spraak òf spraak plus data gebruik word, is 'n toeslag van R1,15 per maand per kilometer of gedeelte daarvan betaalbaar	—	—

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 1757

21 August 1987

IMPORT CONTROL

I, Theodorus Gerhardus Alant, in my capacity as Deputy Minister of Economic Affairs and Technology, and acting under the powers vested in me by section 2 of the Import and Export Control Act, 1963 (Act 45 of 1963), hereby amend—

- (a) Schedule 1 of Government Notice No. R. 1163 of 30 May 1985 by inserting in column 1 of the following expression and corresponding tariff heading in column 2:

Aluminium foil (whether or not embossed, cut to shape, perforated, coated, printed or backed with paper or other reinforcing material), of a thickness (excluding any backing) not exceeding 0,2 mm., 76.04

- (b) hereby determine that this notice shall come into operation on 22 August 1987.

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 1757

21 Augustus 1987

INVOERBEHEER

Ek, Theodorus Gerhardus Alant, in my hoedanigheid as Adjunk-minister van Ekonomiese Sake en Tegnologie, en handelende kragtens die bevoegdheid my verleen by artikel 2 van die Wet op In- en Uitvoerbeheer, 1963 (Wet 45 van 1963), wysig hierby—

- (a) Bylae 1 van Goewermentskennisgewing R. 1163 van 30 Mei 1985 deur in kolom (2) die volgende tariefpos en die uitdrukking daarteenoor in kolom 3 in te voeg:

Aluminiumfoelie (hetsy gebosseleer, na vorm gesny, geperforeer, bestryk, bedruk of met rugkant van papier of ander versterkte stof al dan nie), met 'n dikte (uitgesonderd enige rugkant) van hoogstens 0,20 mm.

- (b) bepaal hierby dat hierdie kennisgewing op 22 Augustus 1987 in werking tree.

PHYTOPHYLACTICA

This publication deals with plant pathology, mycology, microbiology, entomology, nematology, and other zoological plant pests. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R5 plus GST per copy or R20 per annum, post free (Other countries R6,25 per copy or R25 per annum).

PHYTOPHYLACTICA

Hierdie publikasie bevat artikels oor plantpatologie, mikologie, mikrobiologie, entomologie, nematologie en ander dierekundige plantplae. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R5 plus AVB per eksemplaar of R20 per jaar, posvry (Buitelands R6,25 per eksemplaar of R25 per jaar).

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