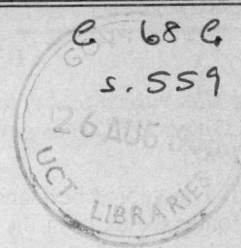


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PRETORIA, 19 AUGUSTUS 1988
AUGUST

No. 11466

PROKLAMASIES

van die

Staatspresident van die Republiek van Suid-Afrika

No. R. 130, 1988

VERKLARING VAN DIE OORSTROMINGS IN DIE
LANDDROSDISTRIKTE BLOEMHOF EN SOUTPANS-
BERG IN TRANSVAAL TOT 'N RAMP

Kragtens die bevoegdheid my verleen by artikel 26 van
die Wet op Fondsinsameling, 1978 (Wet 107 van 1978),
verklaar ek hierby die oorstromings wat die landdros-
distrikte Bloemhof en Soutpansberg onlangs getref het vir
die doeleindes van genoemde Wet tot 'n ramp.

Gegee onder my Hand en die Seël van die Republiek van
Suid-Afrika te Kaapstad, op hede die Tweede dag van Mei
Eenduisend Negehoenderd Agt-en-tagtig.

P. W. BOTHA,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

W. A. VAN NIEKERK,
Minister van die Kabinet.

No. R. 131, 1988

WYSIGING VAN PROKLAMASIE R. 225 VAN 1971
TEN EINDE DIE GEBIED WAARVOOR DIE WET-
GEWENDE VERGADERING VAN QWAQWA INGE-
STEL IS, TE WYSIG

Kragtens die bevoegdheid my verleen by artikel 1 (2) van
die Grondwet van die Nasionale State, 1971 (Wet 21 van
1971), wysig ek hierby met ingang van die datum van publi-
kasie hiervan, die gebied vermeld in die Bylae van Prokla-
masie R. 225 van 1971 deur na paragraaf (c) van gemelde
Bylae, paragraaf (d) soos omskryf in die Bylae hiervan in te
voeg.

Gegee onder my Hand en die Seël van die Republiek van
Suid-Afrika te Pretoria, op hede die Vierde dag van Augustus
Eenduisend Negehoenderd Agt-en-tagtig.

P. W. BOTHA,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

J. C. HEUNIS,
Minister van die Kabinet.

PROCLAMATIONS

by the

State President of the Republic of South Africa

No. R. 130, 1988

DECLARATION OF THE FLOODS IN THE MAGISTE-
RIAL DISTRICTS OF BLOEMFONTEIN AND SOUT-
PANSBERG IN TRANSVAAL TO BE A DISASTER

Under the powers vested in me by section 26 of the Fund-
raising Act, 1978 (Act 107 of 1978), I hereby declare the
floods which recently hit the magisterial districts of Bloem-
hof and Soutpansberg to be a disaster for the purposes of the
said Act.

Given under my Hand and the Seal of the Republic of
South Africa at Cape Town this Second day of May, One
thousand Nine hundred and Eighty-eight.

P. W. BOTHA,
State President.

By Order of the State President-in-Cabinet:

W. A. VAN NIEKERK,
Minister of the Cabinet.

No. R. 131, 1988

AMENDMENT OF PROCLAMATION R. 225 OF 1971
IN ORDER TO AMEND THE AREA IN RESPECT OF
WHICH THE QWAQWA LEGISLATIVE ASSEMBLY
HAS BEEN ESTABLISHED

Under the powers vested in me by section 1 (2) of the
National States Constitution Act, 1971 (Act 21 of 1971), I
hereby, with effect from the date of publication hereof,
amend the area mentioned in the Schedule to Proclamation
R. 225 of 1971, by the insertion of paragraph (d) as defined
in the Schedule hereto after paragraph (c) of the said Sched-
ule.

Given under my Hand and the Seal of the Republic of
South Africa at Pretoria on this Fourth day of August, One
thousand Nine hundred and Eighty-eight.

P. W. BOTHA,
State President.

By Order of the State President-in-Cabinet:

J. C. HEUNIS,
Minister of the Cabinet.

BYLAE

Voeg die volgende by tot die Bylae van Proklamasie R. 225 van 1971, soos gewysig deur Proklamasie R. 169 van 1987:

“(d) Die gebied bestaande uit die volgende eiendomme geleë onderskeidelik in die distrikte Harrismith en Bethlehem:

(i) *Distrik Harrismith—*

Restant van Ardtully 481; Restant van Allandale 66; Onderverdelings 1 en 2 en die Restant van Brakfontein 953; Gedeelte Arbeid Adelt 715 van Bestersvalley 192; Caledonia ‘A’ 977; Christina 842; Christiaansdeel 1307; Restant en Resterende Gedeelte Sylvia 1690 van Danielsrust 295; David 1173; Restant en Gedeelte (Ou Dam) 1583 van Diyatalawa 861; Restant en Onderverdeling 1 van Driefontein 125; Restant van De Klerk’s Spruit 196; Doncaster 1052; Restant van Onderverdeling 1 van Eskol 692; Extension 1111; Restant en Onderverdelings 1, 2, 3 en 4 van Fraai Uitzicht 758; Gift 1059; Restant van Onderverdeling 1 van Goede Hoop 43; Highlands 617; Gedeelte (Heuweltop) 1603 van Honingkloof 1026; Restant en Onderverdeling 1 van Helpmekaar 514; Jacobszvilla 952; Restant en Onderverdelings 1, 2 en 6 en Restant van Onderverdelings 3 en 5 van Java 860; Restant van Nieuwerust 371; Restant van Qwaqwa 1025; Rebel 1107; Riversdale 134; Schuinskop 428; Restant en Gedeeltes ‘Humility’ 1422, ‘Platrand’ 1423, ‘Blydskap’ 1248 en ‘Enon’ 129 van Solferino 289; Restant van Twee Kopjes 442; Toss Line 665; Restant en Onderverdelings 1 en 2 van Uithoek 845; Restant en Gedeelte (Tinnie) 586 van Uitkomst 1271; Restant en Gedeeltes 2 (Werda), 3 (Rooisloot) en 4 (Varkvlei) van Vaalkop 1712; Restant van Voorburg 858; Vredenhof 1057; Restant en Onderverdelings 1 en 2 van Wellington 853; Welgenoeg 429; Restant van Onderverdeling 1 van Toekomst 1041; Restant van Geduld 489; Onderverdeling 3 van Many Waters 417; Woest Arabie 40; Lands End 59; Fair View 1292; Josephine 1310; Gedeelte (Twyfelhoek) 50 van Klerksvley 387; Restant en Onderverdeling 1 (Rietlaagte) van Korfskop 1788; Restant van Kleinvlei 857; Kaity Nilgiris 851; Klipfontein 1056; Restant van Klipspruit 374; Korfshoek 193; Restant en Onderverdelings 1 en 3 van Maanhaar 854; Restant en Gedeelte Voorspoed 1308 van Montague 411; Gedeelte (Rust en Vrede 1555) van Mount Paul 247; Mount Ararat 1058; Caledonia 34; Restant van Minerva 1224; Alsatia 983 en die Resterende Gedeelte ‘Eskol A’ 1694 van Sterkfontein 380.

(ii) *Distrik Bethlehem—*

Restant en Onderverdeling 1 van Avondrust 223; Begin 1306; Bessie 558; Danielsrust 1071; Danielsrust ‘A’ 1073; Danielsrust ‘B’ 1074; De Brug 1243; Restant en Onderverdeling 1 van Eerste Geluk 131; Onderverdeling 1 van Gegund 739; Resterende Gedeeltes (Goedgewaagd) 1358 en Suikerboschrand 773 en Gedeeltes Plaatje 1480 en Esperanzo 997 van Groendraai 117; Onderverdeling 1 van Groenhoek 1190; Gedeelte (Lands End ‘A’) 1270 van Groenvallei 741; Grootkloof 627; Restant en Onderverdeling 1 van Helena 1072; Restant van Kleinpan 183; Klein Begin 44; Kobatsi 963; Restant en Onderverdelings 1 en 2 van Klipdrift 147; La Rochelle 1373; Gedeelte (Lands End 1268) van Majooriskraal 757; Montaubon 1295; Restant van Morgenrood 1516; Pyp 357; Roodekop 163; Gedeelte ‘The Meadows’ 631 van Sebastopol 108; Smaldeel 1244; Tweede Geluk 1245; Restant van Uitkyk 673; Voorspoed 227; Vrije Gift 1160; Withoek 740; Withoek 499; Welverdiend 1719; Restant van Weltevrede 742 en die Resterende Gedeelte Vriendskap 1737 en Gedeelte Sichem 1736 van Waterval 290.”.

SCHEDULE

Add the following to the Schedule to Proclamation R. 225 of 1971, as amended by Proclamation R. 169 of 1987:

“(d) The area consisting of the following properties situated in the districts Harrismith and Bethlehem respectively:

(i) *District Harrismith—*

Remainder of Ardtully 481; Remainder of Allandale 66; Subdivisions 1 and 2 and the Remainder of Brakfontein 953; Portion Arbeid Adelt 715 of Bestersvalley 192; Caledonia ‘A’ 977; Christina 842; Christiaansdeel 1307; Remainder and Remaining Extent Sylvia 1690 of Danielsrust 295; David 1173; Remainder and Portion (Ou Dam) 1583 of Diyatalawa 861; Remainder and Subdivision 1 of Driefontein 125; Remainder of De Klerk’s Spruit 196; Doncaster 1052; Remainder of Subdivision 1 of Eskol 692; Extension 1111; Remainder and Subdivisions 1, 2, 3 and 4 of Fraai Uitzicht 758; Gift 1059; Remainder of Subdivision 1 of Goede Hoop 43; Highlands 617; Portion (Heuweltop) 1603 of Honingkloof 1026; Remainder and Subdivision 1 of Helpmekaar 514; Jacobszvilla 952; Remainder and Subdivisions 1, 2 and 6 and Remainder of Subdivisions 3 and 5 of Java 860; Remainder of Nieuwerust 371; Remainder of QwaQwa 1025; Rebel 1107; Riversdale 134; Schuinskop 428; Remainder and Portions ‘Humility’ 1422, ‘Platrand’ 1423, ‘Blydskap’ 1248 and ‘Enon’ 129 of Solferino 289; Remainder of Twee Kopjes 442; Toss Line 665; Remainder and Subdivisions 1 and 2 of Uithoek 845; Remainder and Portion (Tinnie) 586 of Uitkomst 1271; Remainder and Portions 2 (Werda), 3 (Rooisloot) and 4 (Varkvlei) of Vaalkop 1712; Remainder of Voorburg 858; Vredenhof 1057; Remainder and Subdivisions 1 and 2 of Wellington 853; Welgenoeg 429; Remainder of Subdivision 1 of Toekomst 1041; Remainder of Geduld 489; Subdivision 3 of Many Waters 417; Woest Arabie 40; Lands End 59; Fair View 1292; Josephine 1310; Portion (Twyfelhoek) 50 of Klerksvley 387; Remainder and Subdivision 1 (Rietlaagte) of Korfskop 1788; Remainder of Kleinvlei 857; Keity Nilgiris 851; Klipfontein 1056; Remainder of Klipspruit 374; Korfshoek 193; Remainder and Subdivisions 1 and 3 of Maanhaar 854; Remainder and Portion Voorspoed 1308 of Montague 411; Portion (Rust en Vrede 1555) of Mount Paul 247; Mount Ararat 1058; Caledonia 34; Remainder of Minerva 1224; Alsatia 983 and the Remaining Extent ‘Eskol A’ 1694 of Sterkfontein 380.

(ii) *District Bethlehem—*

Remainder and Subdivision 1 of Avondrust 223; Begin 1306; Bessie 558; Danielsrust 1071; Danielsrust ‘A’ 1073; Danielsrust ‘B’ 1074; De Brug 1243; Remainder and Subdivision 1 of Eerste Geluk 131; Subdivision 1 of Gegund 739; Remaining Extents (Goedgewaagd) 1358 and Suikerboschrand 773 and Portions Plaatje 1480 and Esperanzo 997 of Groendraai 117; Subdivision 1 of Groenhoek 1190; Portion (Lands End ‘A’) 1270 of Groenvallei 741; Grootkloof 627; Remainder and Subdivision 1 of Helena 1072; Remainder of Kleinpan 183; Klein Begin 44; Kobatsi 963; Remainder and Subdivisions 1 and 2 of Klipdrift 147; La Rochelle 1373; Portion (Lands End 1268) of Majooriskraal 757; Montaubon 1295; Remainder of Morgenrood 1516; Pyp 357; Roodekop 163; Portion ‘The Meadows’ 631 of Sebastopol 108; Smaldeel 1244; Tweede Geluk 1245; Remainder of Uitkyk 673; Voorspoed 227; Vrije Gift 1160; Withoek 740; Withoek 499; Welverdiend 1719; Remainder of Weltevrede 742 and the Remaining Extent Vriendskap 1737 and Portion Sichem 1736 of Waterval 290.”.

GOEWERMENTSKENNISGEWINGS**ADMINISTRASIE: VOLKSRAAD****No. R. 1695****19 Augustus 1988****DWARS-NKUNZI-BESPROEIINGSDISTRIK, DISTRIK KLIPRIVIER, NATAL.—INSTELLING**

Kragtens die bevoegdheid my verleen by artikel 72 (3) (a) van die Waterwet, 1956 (Wet 54 van 1956), verklaar ek, Jacob Albertus van Wyk, in my hoedanigheid van Adjunk-minister van Watervoorsiening, dat die gebied beskryf in die Aanhangel hiervan, 'n besproeiingsdistrik met 'n besproeiingsraad uitmaak wat as die Dwars-Nkunzi-besproeiingsdistrik en die Dwars-Nkunzi-besproeiingsraad bekend staan.

J. A. VAN WYK,

Adjunk-minister van Watervoorsiening.

AANHANGSEL**BESKRYWING VAN DIE EIENDOMME WAT DIE DWARS-NKUNZI-BESPROEIINGSDISTRIK, DISTRIK KLIPRIVIER, NATAL, UITMAAK**

Die volgende plase:

Darwinton 3926.
Dwarsrivier 1170.
Gartmore 2435.
Gelegenfontein 1204.
Gelegenfontein 11671.
Mielie Tuin Hoek 1141.
Mealies Tuin Spruit B5340.
Slang Spruit 4121.
Quaggas Kirk 1168.
Up George 5339.
Waterkloof 4244.

DEPARTEMENT VAN JUSTISIE**No. R. 1653****19 Augustus 1988****AANWYSING VAN CISKEI INGEVOLGE DIE WET OP PROKUREURS, 1979 (WET 53 VAN 1979)**

Kragtens die bevoegdheid my verleen by artikel 2 (1) (aA) van die Wet op Prokureurs, 1979 (Wet 53 van 1979), en na oorleg met die presidente van die onderskeie prokureursordes, wys ek, Hendrik Jacobus Coetsee, Minister van Justisie, die Republiek Ciskei aan as 'n land vir die doeleindes van genoemde artikel.

H. J. COETSEE,

Minister van Justisie.

No. R. 1654**19 Augustus 1988****AANWYSING VAN CISKEI INGEVOLGE DIE WET OP TOELATING VAN ADVOKATE, 1964 (WET 74 VAN 1964)**

Kragtens die bevoegdheid my verleen by artikel 3 (2) (a) (iii) van die Wet op die Toelating van Advokate, 1964 (Wet 74 van 1964), en na oorleg met die Algemene Balieraad van Suid-Afrika, wys ek, Hendrik Jacobus Coetsee, Minister van Justisie, die Republiek Ciskei aan as 'n land vir die doeleindes van genoemde artikel.

H. J. COETSEE,

Minister van Justisie.

GOVERNMENT NOTICES**ADMINISTRATION: HOUSE OF ASSEMBLY****No. R. 1695****19 August 1988****DWARS-NKUNZI IRRIGATION DISTRICT, DISTRICT OF KLIP RIVER, NATAL.—ESTABLISHMENT**

By virtue of the powers vested in me by section 72 (3) (a) of the Water Act, 1956 (Act 54 of 1956), I, Jacob Albertus van Wyk, in my capacity as Deputy Minister of Water Supply, hereby declare the area described in the Annexure hereto to be an irrigation district with an irrigation board which shall be known as the Dwars-Nkunzi Irrigation District and the Dwars-Nkunzi Irrigation Board.

J. A. VAN WYK,

Deputy Minister of Water Supply.

ANNEXURE**DESCRIPTION OF THE PROPERTIES CONSTITUTING THE DWARS-NKUNZI IRRIGATION DISTRICT, DISTRICT OF KLIP RIVER, NATAL**

The following farms:

Darwinton 3926.
Dwarsrivier 1170.
Gartmore 2435.
Gelegenfontein 1204.
Gelegenfontein 1167.
Mielie Tuin Hoek 1141.
Mealies Tuin Spruit B5340.
Slang Spruit 4121.
Quaggas Kirk 1168.
Up George 5339.
Waterkloof 4244.

DEPARTMENT OF JUSTICE**No. R. 1653****19 August 1988****DESIGNATION OF CISKEI IN TERMS OF THE ATTORNEYS ACT, 1979 (ACT 53 OF 1979)**

By virtue of the powers vested in me by section 2 (1) (aA) of the Attorneys Act, 1979 (Act 53 of 1979), and after consultation with the presidents of the various law societies, I, Hendrik Jacobus Coetsee, Minister of Justice, designate the Republic of Ciskei as a country for the purposes of the said section.

H. J. COETSEE,

Minister of Justice.

No. R. 1654**19 August 1988****DESIGNATION OF CISKEI IN TERMS OF THE ADMISSION OF ADVOCATES ACT, 1964 (ACT 74 OF 1964)**

By virtue of the powers vested in me by section 3 (2) (a) (iii) of the Admission of Advocates Act, 1964 (Act 74 of 1964), and after consultation with the General Council of the Bar of South Africa, I, Hendrik Jacobus Coetsee, Minister of Justice, designate the Republic of Ciskei as a country for the purposes of the said section.

H. J. COETSEE,

Minister of Justice.

**KANTOOR VAN DIE KOMMISSIE VIR
ADMINISTRASIE**

No. R. 1683

19 Augustus 1988

BYLAE

Hierby word vir algemene inligting bekendgemaak dat die Staatspresident kragtens artikel 35 van die Staatsdienswet, 1984 (Wet 111 van 1984), die ondergenoemde regulasies uitgevaardig het:

Die Staatsdiensregulasies gepubliseer by Gowermentskennisgewing 2047 van 11 Desember 1959, soos gewysig, word hierby verder gewysig deur—

(a) subregulasie (b) in regulasie E9.4 deur die volgende subregulasie te vervang:

“(b) ’n onafhanklike staat wat voor sy onafhanklikwording deel van die Republiek was, in die geval van ’n beamppte of werknemer wat ’n burger van sodanige staat is;”

(b) subregulasie (b) in regulasie F5.1 deur die volgende subregulasie te vervang:

“(b) ’n onafhanklike staat wat voor sy onafhanklikwording deel van die Republiek was, in die geval van ’n beamppte of werknemer wat ’n burger van sodanige staat is;”

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING

No. R. 1671

19 Augustus 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SAGTEVRUGTERAAD.—MAGTING OM TE WEIER OM SEKERE KLASSE OF GRADE SAGTEVRUGTE VIR VERKOOP IN ONTVANGS TE NEEM

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, handelende kragtens artikel 64 (4) van die Bemarkingswet, 1968 (Wet 59 van 1968), magtig hierby die Sagtevrugteraad bedoel in artikel 6 van die Sagtevrugteskema gepubliseer by Proklamasie R. 220 van 1979, soos gewysig, om te eniger tyd gedurende die tydperk van 12 maande vanaf die datum van publikasie hiervan te weier om sagtevrugte van ’n klas of graad wat genoemde Raad na goeddunke van tyd tot tyd bepaal, vir verkoop in ontvangs te neem.

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

No. R. 1673

19 Augustus 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

EIERSKEMA.—WYSIGING

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

(a) publiseer hierby die wysiging in die Bylae uiteengesit, van die Eierskema gepubliseer by Proklamasie R. 64 van 1963, soos gewysig; en

(b) verklaar hierby dat genoemde wysiging op die datum van die publikasie hiervan in werking tree.

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

**OFFICE OF THE COMMISSION FOR
ADMINISTRATION**

No. R. 1683

19 August 1988

ANNEXURE

For general information it is hereby notified that the State President has, under the powers vested in him by section 35 of the Public Service Act, 1984 (Act 111 of 1984), made the following regulations:

The Public Service Regulations, published under Government Notice 2047 of 11 December 1959, as amended are hereby further amended by—

(a) the substitution of subregulation (b) in regulation E9.4 by the following subregulation:

“(b) an independent state which was part of the Republic prior to its independence, in the case of an officer or employee who is a citizen of such state;”

(b) the substitution of subregulation (b) in regulation F5.1 by the following subregulation:

“(b) an independent state which was part of the Republic prior to its independence, in the case of an officer or employee who is a citizen of such state;”

**DEPARTMENT OF AGRICULTURAL ECO-
NOMICS AND MARKETING**

No. R. 1671

19 August 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

DECIDUOUS FRUIT BOARD.—AUTHORITY TO REFUSE TO TAKE DELIVERY OF CERTAIN CLASSES OR GRADES OF DECIDUOUS FRUIT FOR SALE

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, acting under section 64 (4) of the Marketing Act, 1968 (Act 59 of 1968), hereby authorise the Deciduous Fruit Board referred to in section 6 of the Deciduous Fruit Scheme published by Proclamation R. 220 of 1979, as amended, to refuse at any time during the period of 12 months from the date of publication hereof to take delivery for sale of a class or grade of deciduous fruit that the said Board may from time to time determine as it deems fit.

J. J. G. WENTZEL,
Minister of Agriculture.

No. R. 1673

19 August 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

EGG SCHEME.—AMENDMENT

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

(a) publish the amendment set out in the Schedule, of the Egg Scheme published by Proclamation R. 64 of 1963, as amended; and

(b) declare that the said amendment shall come into operation on the date of publication hereof.

J. J. G. WENTZEL,
Minister of Agriculture.

BYLAE

Artikel 1 van die Eierskema gepubliseer by Proklamasie R. 64 van 1963, soos gewysig, word hierby verder gewysig—

(a) deur die omskrywing van “Oranje-Vrystaatgebied” deur die volgende omskrywing te vervang:

“ ‘Oranje-Vrystaatgebied’ die gebied bestaande uit die landdrosdistrikte Bethlehem, Bloemfontein, Brandfort, Ficksburg, Fouriesburg, Frankfort, Harrismith, Heilbron, Hennenman, Kroonstad, Lindley, Odendaalsrus, Parys, Sasolburg, Virginia en Welkom;” en

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

“ ‘Transvaalgebied’ die gebied bestaande uit die landdrosdistrikte Alberton, Amersfoort, Balfour, Belfast, Benoni, Bethal, Boksburg, Brakpan, Brits, Bronkhorstspuit, Coligny, Cullinan, Delmas, Ermelo, Germiston, Groblersdal, Heidelberg, Hoëveld Rif, Johannesburg, Kempton Park, Klerksdorp, Koster, Krugersdorp, Lichtenburg, Marico, Middelburg, Nelspruit, Nigel, Oberholzer, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Roodepoort, Rustenburg, Soutpansberg, Springs, Standerton, Swartruggens, Vanderbijlpark, Ventersdorp, Vereeniging, Warmbad, Waterberg, Westonaria, Witbank, Witrivier en Wonderboom;”.

DEPARTEMENT VAN MANNEKRAG

No. R. 1651

19 Augustus 1988

VERBETERINGSKENNISGEWING

LOONWET, 1957

LOONVASSTELLING 453.—DIE BEDRYF VIR DIE VERHUUR VAN WOONSTELLE OF WOONKAMERS, SEKERE GEBIEDE

Die volgende verbetering aan Goewermenskennisgewing R. 1402 in *Staatskoerant* 11419 van 15 Julie 1988 word vir algemene inligting gepubliseer:

In die Afrikaanse teks vir die Bylae, in klousule 8 (2) (b), in subparagraaf (ii), voeg die woord “dubbel” voor die woorde “sy dagloon” in en skrap die woord “dubbel” waar dit in subparagraaf (iii) voorkom.

No. R. 1657

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWINGS.—ELEKTROTEGNIJSE NYWERHEID (NATAL)

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings R. 1291 en R. 1292 van 12 Junie 1987, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

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

SCHEDULE

Section 1 of the Egg Scheme published by Proclamation R. 64 of 1963, as amended, is hereby further amended—

(a) by the substitution for the definition of “Orange Free State Area” of the following definition:

“ ‘Orange Free State Area’ means the area consisting of the Magisterial Districts of Bethlehem, Bloemfontein, Brandfort, Ficksburg, Fouriesburg, Frankfort, Harrismith, Heilbron, Hennenman, Kroonstad, Lindley, Odendaalsrus, Parys, Sasolburg, Virginia and Welkom;” and

(b) by the substitution for the definition of “Transvaal Area” of the following definition:

“ ‘Transvaal Area’ means the area consisting of the Magisterial Districts of Alberton, Amersfoort, Balfour, Belfast, Benoni, Bethal, Boksburg, Brakpan, Brits, Bronkhorstspuit, Coligny, Cullinan, Delmas, Ermelo, Germiston, Groblersdal, Heidelberg, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Koster, Krugersdorp, Lichtenburg, Marico, Middelburg, Nelspruit, Nigel, Oberholzer, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Roodepoort, Rustenburg, Soutpansberg, Springs, Standerton, Swartruggens, Vanderbijlpark, Ventersdorp, Vereeniging, Warmbaths, Waterberg, Westonaria, Witbank, Witrivier and Wonderboom;”.

DEPARTMENT OF MANPOWER

No. R. 1651

19 August 1988

CORRECTION NOTICE

WAGE ACT, 1957

WAGE DETERMINATION 453.—THE TRADE OF LETTING FLATS OR ROOMS, CERTAIN AREAS

The following correction to Government Notice R. 1402 in *Gazette* 11419 of 15 July 1988 is published for general information:

In the Afrikaans version of the Schedule, in clause 8 (2) (b), insert the word “dubbel” before the words “sy dagloon” in subparagraph (ii) and delete the word “dubbel” in subparagraph (iii).

No. R. 1657

19 August 1988

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES.—ELECTRICAL INDUSTRY (NATAL)

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 1291 and R. 1292 of 12 June 1987, with effect from the second Monday after the date of publication of this notice.

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

No. R. 1658

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID (NATAL).—
HERBEKRAAGTING VAN SIEKTEBYSTANDS-
FONDSOORENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1989 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewer en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3, 5 en 6, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIJSE
NYWERHEID (NATAL)

SIEKTEBYSTANDSFONDS

OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Electrical and Allied Workers' Trade Union of South Africa

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

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

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en

(b) wat betrokke is by of in diens is in die Nywerheid in die Provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied van KwaZulu val.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—

(a) werknemers in diens van die werkgewers in subklousule (1) bedoel wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is lede van so 'n vakvereniging kan word, nie lede van so 'n vakvereniging is nie;

(b) werknemers uitgesonderd dié in diens van werkgewers in subklousule (1) bedoel.

No. R. 1658

19 August 1988

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—RE-ENACT-
MENT OF SICK PAY FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1989, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employer and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3, 5 and 6, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 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

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY
(NATAL)

SICK PAY FUND

AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Electrical and Allied Workers' Trade Union of South Africa

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

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

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) who are members of the employers' organisation and the trade union, respectively; and

(b) who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

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

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

(b) employees other than those employed by employers referred to in subclause (1).

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk at op 30 Junie 1989 eindig, of vir dié tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Klousule 9 van Deel I en Deel II (soos gewysig by klousules 5 en 6 hieronder) van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 2827 van 30 Desember 1983, soos gewysig en herbekragtig by Goewermmentskennisgewings R. 2481 van 16 November 1984, R. 992 van 23 Mei 1986 en R. 2069 van 26 September 1986 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousule 3 tot 8 en 10 tot 16 van Deel I en Deel III (soos gewysig by klousules 7 en 8 hieronder) van die Vorige Ooreenkoms, is van toepassing op werkgewers en werknemers.

DEEL II**SKEMA A****5. KLOUSULE 1.—LIDMAATSKAP**

Vervang klousule 1 deur die volgende:

"1. LIDMAATSKAP

(1) Lidmaatskap van Skema A is verpligtend vir—

Meesterelektrisiëns;
Elektrisiëns en Ambagsmanne;
Installasie-operateurs;
Eerste jaar vakleerlinge;
Tweede jaar vakleerlinge;
Derde jaar vakleerlinge;
Vierde jaar vakleerlinge.

(2) 'n Werkgewer kan, ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Nywerheidsooreenkomste vasgestel word nie, dog wat andersins aan die bepalings van die Ooreenkoms voldoen by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigen van hulle) ooreenkomstig klousule 2 van hierdie Deel aan te neem, mits daar onderling in dier voege ooreengekom is. By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van sodanige werkgewer te ontvang en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgewer en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van Deel I op hulle van toepassing gemaak is."

6. KLOUSULE 2.—BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer moet iedere week van die loon van elkeen van sy werknemers op wie hierdie Deel van die Ooreenkoms van toepassing is die bedrag aftrek wat in onderstaande tabel vir 'n werknemer aangedui word:

Kategorie	Bedrag per week
	c
Meesterelektrisiëns	40
Elektrisiëns en Ambagsmanne	40
Installasie-operateurs	36
Eerste jaar vakleerlinge	27
Tweede jaar vakleerlinge	30
Derde jaar vakleerlinge	34
Vierde jaar vakleerlinge	40"

DEEL III**SKEMA B****7. KLOUSULE 1.—LIDMAATSKAP**

Vervang klousule 1 deur die volgende:

"1. LIDMAATSKAP

(1) Lidmaatskap van Skema B is verpligtend vir—

Kwekeling-installasie-operateurs;
Herstellers vir huishoudelike toestelle;
Drywers van voertuie waarvan die onbelaste massa—
(a) hoogstens 3 500 kg is;
(b) van 3 501 kg tot 9 000 kg is;
(c) 9 001 kg en meer is;

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 30 June 1989 or such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions of clause 9 of Part I and Part II (as amended by clauses 5 and 6 hereunder) of the Agreement published under Government Notice R. 2827 of 30 December 1983, as amended and re-enacted by Government Notices R. 2481 of 16 November 1984, R. 992 of 23 May 1986 and R. 2069 of 26 September 1986 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8, 10 to 16 of Part I and Part III (as amended by clauses 7 and 8 hereunder) of the Former Agreement, shall apply to employers and employees.

PART II**SCHEME A****5. CLAUSE 1.—MEMBERSHIP**

Substitute the following for the existing clause:

"1. MEMBERSHIP

(1) Membership of Scheme A shall be compulsory for—

Master Electricians;
Electricians and Artisans;
Installation Operators;
First Year Apprentices;
Second Year Apprentices;
Third Year Apprentices;
Fourth Year Apprentices.

(2) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Industrial Agreements but who otherwise comply with the provisions of the Agreement, by mutual agreement, make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of clause 2 of this Part. Upon receipt of such application, the Management Committee may agree to receive contributions from that employer, and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by clause 1 of Part I."

6. CLAUSE 2.—CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) Every employer shall each week deduct from the wages of each of his employees who fall within the provisions of this Part of the Agreement the amount indicated for an employee in the following table:

Category	Amount per week
	c
Master electricians	40
Electricians and Artisans	40
Installation Operators	36
First year apprentices	27
Second year apprentices	30
Third year apprentices	34
Fourth year apprentices	40"

PART III**SCHEME B****7. CLAUSE 1.—MEMBERSHIP**

Substitute the following for the existing clause:

"1. MEMBERSHIP

(1) Membership of Scheme B shall be compulsory for—

Installation Operator Trainees;
Domestic Appliance Repairers;
Drivers of a vehicle, the unladen mass of which is—
(a) up to 3 500 kg;
(b) from 3 501 kg to 9 000 kg;
(c) 9 001 kg and over;

Arbeiders Graad I;
Arbeiders Graad II.

(2) 'n Werkgewer kan, ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Nyweheidsooreenkomste vasgestel word nie en wat nie lede van Skema A is nie, dog wat andersins aan die bepalings van die Ooreenkoms voldoen, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigen van hulle) ooreenkomstig klousule 2 van hierdie Deel aan te neem, mits daar onderling in dier voege ooreengekom is. By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van sodanige werkgewer te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgewer en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van Deel I op hulle van toepassing gemaak is."

8. KLOUSULE 2.—BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer moet iedere week van die loon van elkeen van sy werknemers op wie hierdie Deel van die Ooreenkoms van toepassing is die bedrag aftrek wat in onderstaande tabel vir 'n werknemer aangedui word:

Kategorie	Bedrag per week
	c
Kwekeling-installasie-operateur	35
Hersteller vir huishoudelike toestelle	35
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is	32
(b) van 3 501 kg tot 9 000 kg is	35
(c) 9 001 kg en meer is	40
Arbeider Graad I	25
Arbeider Graad II	23"

Namens en soos gemagtig deur die partye op hede 1ste dag van Maart 1988 te Durban onderteken.

B. CARR,

Ondervoorsitter van die Raad.

T. EVANS,

Lid van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

Labourers Grade I;
Labourers Grade II.

(2) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Industrial Agreements but who otherwise comply with the provisions of the Agreement and who are not members of Scheme A, by mutual agreement, make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of clause 2 of this Part. Upon receipt of such application, the Management Committee may agree to receive contributions from that employer, and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by clause 1 of Part I."

8. CLAUSE 2.—CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) Every employer shall each week deduct from the wages of each of his employees who fall within the provisions of this Part of the Agreement the amount indicated for an employee in the following table:

Category	Amount per week
	c
Installation Operator Trainee	35
Domestic Appliance Repairer	35
Driver of a vehicle, the unladen mass of which is—	
(a) up to 3 500 kg	32
(b) from 3 501 kg to 9 000 kg	35
(c) 9 001 kg and over	40
Labourer Grade I	25
Labourer Grade II	23"

Signed at Durban as authorised, for and on behalf of the parties this 1st day of March 1988.

B. CARR,

Vice-Chairman of the Council.

T. EVANS,

Member of the Council.

L. A. DICKASON,

Secretary of the Council.

No. 1659

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1989 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

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

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

MEDIESE HULPFONDSOOREENKOMS

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

No. 1659

19 August 1988

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—RE-ENACTMENT OF MEDICAL AID FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1989, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

MEDICAL AID FUND AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association
en die**Electrical and Allied Workers' Trade Union of South Africa**

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Ondanks andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit nagekom word in die Elektrotegniese Nywerheid deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is wat betrokke is by of in diens is in die Nywerheid in die Provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied van KwaZulu val.

(2) Die bepalings van hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese voordele verskaf wat bestaan het op 3 Januarie 1966 en waartoe die betrokke werkgewer weekliks minstens 45 sent bydra ten opsigte van elke werknemer wat lid van die skema is en andersins deur hierdie Ooreenkoms gedek word, terwyl die skema in werking bly en genoemde werkgewer en werknemers voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n bydrae van minstens 45 sent per week ten opsigte van elke sodanige werknemer te betaal.

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk wat op 30 Junie 1989 eindig, of vir dié tydperk wat die Minister bepaal.

3. ALGEMENE BEPALINGS

Klousule 3 tot 19 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 2604 van 2 Desember 1983, soos gewysig en herbekragtig by Goewermmentskennisgewings R. 1429 van 13 Julie 1984, R. 994 van 23 Mei 1986 en R. 2068 van 26 September 1986 (soos gewysig by klousules 4 tot 7 hieronder) is van toepassing op werkgewers en werknemers.

4. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing "werknemer" deur die volgende:

"'werknemer' iemand in diens as 'n Meester-Elektrisiën, Elektrisiën, Ambagsman, Installasie-Operateur en alle Vakleerlinge";

5. KLOUSULE 8.—AFHANKLIKES

(1) In subklousule (1) (a) (ii), vervang die syfer "R40" deur die syfer "R200".

(2) In subklousule (1) (b) vervang die woorde "klousule 6 (3) (b)" deur die woorde "klousule 6 (3) (ii)".

(3) In subklousule (3), vervang die woorde "klousule 6 (3) (c)" deur die woorde "klousule 6 (3) (iii)".

6. KLOUSULE 9.—BYDRAES

In subklousule (1), vervang die syfer "R8,75" deur die syfer "R10,00".

7. KLOUSULE 10.—BYSTAND

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

"(1) 'n Lid is daarop geregtig om, behoudens die reëls van die Fonds, bystand van die Fonds soos volg te eis ten opsigte van mediese, tandheelkundige en gesigkundige dienste en voorskrifte:

(a) Betaling van koste, uitgesonderd koste vir tandheelkundige dienste, gesigkundige dienste en voorskrifte, van hoogstens altesaam R5 000 (met inbegrip van koste vir bevallings) in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;

(b) betaling van koste vir tandheelkundige dienste van altesaam hoogstens R600 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;

(c) betaling van koste vir gesigkundige dienste van hoogstens altesaam R200 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;

(d) betaling van koste vir voorskrifte van hoogstens altesaam R1 000 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes. Die Fonds sal nie verantwoordelik wees vir die eerste R5 met betrekking tot elke voorskrif van 'n mediese praktisyn of spesialis vir medisyne, verdowingsmiddels, verbande, salwe of velmiddels.

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association
and the**Electrical and Allied Workers' Trade Union of South Africa**

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed in the Electrical Industry (Natal) by all employers and employees who are members of the employers' organisations and the trade union respectively, who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

(2) The terms of this Agreement shall not apply to employers and their employees who are participants with the employer in any scheme providing medical benefits, in existence on 3 January 1966, to which the employer concerned contributes not less than 45 cents per week for each employee who is a member of the scheme and otherwise covered by this Agreement whilst such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 45 cents for each such employee per week.

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 30 June 1989 or for such period as the Minister may determine.

3. GENERAL PROVISIONS

The provisions contained in clauses 3 to 19 of the Agreement published under Government Notice R. 2604 of 2 December 1983, as amended and re-enacted by Government Notices R. 1429 of 13 July 1984, R. 994 of 23 May 1986 and R. 2068 of 26 September 1986 (as amended by clauses 4 to 7 hereunder) shall apply to employers and employees.

4. CLAUSE 3.—DEFINITIONS

Substitute the following for the definition "employee":

"'employee' means a Master Electrician, Electrician, Artisan, Installation Operator and all Apprentices";

5. CLAUSE 8.—DEPENDANTS

(1) In subclause (1) (a) (ii), substitute the figure "R200" for the figure "R40".

(2) In subclause (1) (b), substitute the words "clause 6 (3) (ii)" for the words "clause 6 (3) (b)".

(3) In subclause (3), substitute the words "clause 6 (3) (iii)" for the words "clause 6 (3) (c)".

6. CLAUSE 9.—CONTRIBUTIONS

In subclause (1), substitute the figure "R10,00" for the figure "R8,75".

7. CLAUSE 10.—BENEFITS

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

"(1) Subject to the provisions of the rules of the Fund, a member shall be entitled to claim the following benefits from the Fund in respect of medical, dental and optical services and prescriptions:

(a) Payment of expenses, other than expenses for dental services, optical services and prescriptions, not exceeding the amount of R5 000 (including payment of expenses for confinements) in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;

(b) payment of expenses for dental services not exceeding the amount of R600 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;

(c) payment of expenses for optical services not exceeding an amount of R200 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;

(d) payment of expenses for prescriptions not exceeding an amount of R1 000 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants. The Fund shall not be liable for the first R5 in respect of each prescription of a medical practitioner or specialist for medicines, drugs, dressings, ointments or lotions.

(e) betaling van bystand vir dienste kragtens hierdie klousule van hoogstens die bepaal in die bystandskale wat van tyd tot tyd in die *Staatskoerant* verskyn ingevolge die Wet op Mediese Skemas, 1967, en waar geen sodanige bystandskale bepaal word nie mag die bystand nie die bedrae oorskry soos van tyd tot tyd deur die Bestuursraad ooreenkomstig die Reëls bepaal word nie."

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

"(3) Ondanks hierdie klousule en behoudens subklousule (4) is geen lid op bystand geregtig nie tensy hy 'n lidmaatskapboek besit en minstens 13 agtereenvolgende weke tot die Fonds bygedra het: Met dien verstande dat waar 'n lid nie meer in diens van die Nywerheid is nie, behalwe in die geval van werkloosheid ooreenkomstig klousule 7 (4) (a), hy met die oog op bystand weer as lid van die Fonds geag moet word nadat hy minstens 13 agtereenvolgende weke vanaf die datum van sy herindiensneming in die Nywerheid bygedra het: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n lid wat bevredigende bewys lewer dat hy/sy 'n lid was van 'n ander mediese hulpfonds/bystandskema vir 'n tydperk van twee jaar en binne drie maande na die einde van sy lidmaatskap van sodanige mediese hulpfonds/bystandskema aansoek doen om 'n lid van die Fonds te word."

Namens en soos gemagtig deur die partye op hede die 1ste dag van Maart 1988 te Durban onderteken.

B. CARR,

Ondervoorsitter van die Raad.

T. EVANS,

Lid van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 1660

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).— WYSIGING VAN OOREENKOMS VIR DIE ELEKTRO- TEGNIËSE AANNEMINGSEKSIE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 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) en 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.

BYLAË

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

ELEKTROTEGNIËSE AANNEMINGSEKSIE

OOREENKOMS

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

(e) payment of benefits for services under this clause not exceeding those determined in the scale of benefits as published from time to time in the *Government Gazette* in terms of the Medical Schemes Act, 1967, and where no such scale of benefits has been determined, the benefits shall not exceed amounts as decided from time to time by the Board of Management in terms of the Rules."

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

"(3) Notwithstanding the provisions of this clause, and subject to subclause (4), no member shall be entitled to benefits unless he is in possession of a membership book and has made contributions to the Fund for at least 13 consecutive weeks: Provided that where a member ceases to be employed in the industry other than in the case of unemployment in terms of clause 7 (4) (a), his membership of the Fund for purposes of benefits shall be deemed to recommence after he has made contributions for at least 13 consecutive weeks from his date of re-employment in the Industry: Provided further that this subclause shall not apply to a member who produces satisfactory evidence that he/she was a member of another medical aid/benefit scheme for a continuous period of two years, and applies within 3 months of cessation of membership of such medical aid/benefit scheme to become a member of the Fund."

Signed at Durban as authorised, for and on behalf of the parties this 1st day of March 1988.

B. CARR,

Vice-Chairman of the Council.

T. EVANS,

Member of the Council.

L. A. DICKASON,

Secretary of the Council.

No. R. 1660

19 August 1988

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CON- TRACTING SECTION

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (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' 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) and 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

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

ELECTRICAL CONTRACTING SECTION

AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Electrical and Allied Workers' Trades Union of South Africa

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2748 van 11 Desember 1987 (hierna die "Herbektigtigingsooreenkoms") genoem te wysig.

DEEL I**ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS****1. TOEPASSINGSBESTEK**

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

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en

(b) wat betrokke is by of in diens is in die Nywerheid in die Provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied van KwaZulu val.

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

(3) Vir die toepassing van hierdie Ooreenkoms word die "weeklikse loonskaal" van vakleerlinge, voorgeskryf kragtens die Wet op Mannekragopleiding, 1981, as die weekloon van sodanige werknemers geag en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

2. SPESIALE BEPALINGS

Vervang klousule 3 van die Herbektigtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Klousules 8 (2) (a) (vii), 15 (1), 18, 34, 35, 36 en 37 (3) van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 967 van 13 Mei 1983, soos gewysig en herbektigtig by Goewermentskennisgewings R. 25 van 6 Januarie 1984, R. 1287 van 29 Junie 1984, R. 1367 van 21 Junie 1985, R. 995 van 23 Mei 1986, en R. 1342 van 27 Junie 1986 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers."

3. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbektigtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot 8 (2) (a) (vi), 8 (2) (b) tot 14, 15 (2) en (3), 16, 17, 19 tot 33, 37 (1) en (2) en 38 en 39 van Deel I (soos gewysig by klousules 4 en 7 hieronder) en klousules 1 tot 7 van Deel II (soos gewysig by klousules 5 en 6 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers."

4. Voeg die volgende nuwe klousule 41 in:

"41. PROSEDURES VIR BEDINGING VAN OOREENKOMSTE EN BESLEGTING VAN DISPUTE

(1) Hierdie Nywerheidsraad moet in sy regsgebied daarna streef om deur die bedinging van ooreenkomste of andersins die ontstaan van dispute te voorkom en om dispute wat ontstaan het of kan ontstaan tussen werkgewers of werkgewersorganisasies en werknemers of vakverenigings te besleg en moet sodanige stappe doen as wat hy raadsaam ag om die reëling of beslegting van sake van onderlinge belang vir werkgewersorganisasies en werknemers of vakverenigings te weeg te bring.

(2) Ten einde bogenoemde bepalinge van die Wet op Arbeidsverhoudinge, 1956, na te kom, moet die Raad die prosedures soos uiteengesit in die Bylae hieronder volg."

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Electrical and Allied Workers' Trades Union of South Africa

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

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

to amend the Agreement published under Government Notice R. 2748 of 11 December 1987 (hereinafter referred to as the "Re-enacting Agreement").

PART I**GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT****1. SCOPE OF APPLICATION**

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

(a) who are members of the employers' organisation and trade unions, respectively; and

(b) who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof.

(3) For the purposes of this Agreement, the "weekly wage rate" of apprentices prescribed under the Manpower Training Act, 1981, shall be taken to be the weekly wage of such employees and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

2. SPECIAL PROVISIONS

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

"3. SPECIAL PROVISIONS

The provisions contained in clauses 8 (2) (a) (vii), 15 (1), 18, 34, 35, 36 and 37 (3) of Part I of the Agreement published under Government Notice R. 967 of 13 May 1983, as amended and re-enacted by Government Notices R. 25 of 6 January 1984, R. 1287 of 29 June 1984, R. 1367 of 21 June 1985, R. 995 of 23 May 1986 and R. 1342 of 27 June 1986 (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees."

3. GENERAL PROVISIONS

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

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a) (vi), 8 (2) (b) to 14, 15 (2) and (3), 16, 17, 19 to 33, 37 (1) and (2) and 38 and 39 of Part I, clauses 4 and 7 hereunder and clauses 1 to 7 of Part II (as amended by clauses 5 and 6 hereunder) of the Former Agreement shall apply to employers and employees."

4. Insert the following new clause 41:

"41. PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

(1) This Industrial Council shall, within its area of jurisdiction endeavour, by the negotiation of agreements or otherwise, to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers or employers' organisations and employees or trade unions and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or trade unions.

(2) For the purpose of complying with the above-mentioned provisions of the Labour Relations Act, 1956, the Council shall follow the procedures set out in the Annexure to this Agreement."

DEEL II

5. KLOUSULE 2.—UITGAWES VAN DIE RAAD

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

"A	B	C
Loongroep of werknemersklas	Werknemers- bydrae	Werkgewers- bydrae
	Sent per week	Sent per week
Meester-elektrisiën	50	50
Werktuigkundige vir huishoudelike toestelle	40	40
Elektrisiën en ambagsman	40	40
Installasie-operateur	30	30
Kweling-installasie-operateur ...	20	20
Hersteller vir huishoudelike toe- stelle	20	20
Drywer	20	20
Vakleerling	20	20
Arbeider Graad I	6	6
Arbeider Graad II	4	4

6. KLOUSULE 4 bis—GEWAARBORGDE MINIMUM
VERHOOGINGS EN VERGOEDING

In subklausule (1), vervang die woorde "1 Julie 1987" deur die woorde "die datum waarop hierdie Ooreenkoms in werking tree."

7. Voeg die volgende in as 'n Bylaag tot die Ooreenkoms:

"BYLAE

1. PROSEDURES VIR ONDERHANDELINGS TUSSEN PARTYE
BY DIE RAAD EN DIE BESLEGTING VAN DISPUTE WAT
VOORTSPRUIT UIT SODANIGE ONDERHANDELINGS(1) *Onderhandelingsprosedure*

(a) Waar 'n party by die Raad onderhandelings wil aanknoop vir die wysiging van 'n bestaande ooreenkoms of die voorstelling van 'n nuwe ooreenkoms, moet sodanige party skriftelike voorstelle by die Sekretaris van die Raad indien.

(b) Die Raad moet dadelik reël dat die voorstel aan alle belanghebbende partye gestuur word en stappe doen om die eerste onderhandelingsvergadering te belê binne 45 dae na indiening van die voorstel: Met dien verstande dat waar die voorstel betrekking het op 'n nywerheidsaangeleentheid, die datum van die eerste onderhandelingsvergadering op die volgende vergadering van die Raad bepaal moet word en sodanige vergadering belê moet word binne 30 dae na die vergadering van die Raad.

(c) Waar 'n party 'n teenaanbod of voorstel maak in antwoord op die oorspronklike voorstel, moet sodanige teenaanbod of voorstel skriftelik aan al die partye voorgelê word ten tye van die eerste onderhandelingsvergadering.

(d) Na afloop van elke onderhandelingsvergadering moet die partye die datum van die volgende onderhandelingsvergadering bepaal en ooreenkom oor watter verdere dokumentasie nodig is.

(e) Waar dispute ontstaan moet die prosedures in 1 (2) gevolg word.

Opmerking.—Vir die doeleindes hiervan beteken 'dispuut'—enige situasie waar twee of meer partye by die Raad nie onderling ooreenkoms kan bereik oor 'n geskilpunt nie en een of meer van die partye die Raad skriftelik in kennis stel dat hulle in dispuut verkeer met een of meer van die ander partye by die Raad oor sodanige geskilpunt.

(2) *Dispuutbeslegtingsprosedure*

(a) Die Sekretaris, in oorleg met die Voorsitter van die Raad, moet besluit of die dispuut 'n nywerheidsaangeleentheid is, in welke geval, hulle moet reël dat die Raad binne 14 dae na die kennisgewing van die dispuut vergader. Indien hulle besluit dat die dispuut nie 'n nywerheidsaangeleentheid is nie, moet die Sekretaris reël dat die partye in dispuut binne 14 dae na die kennisgewing van die dispuut vergader.

(b) Op die vergadering in paragraaf (a) hierbo bepaal, moet die partye in dispuut of die Raad na gelang van die geval, tussen die volgende opsies besluit:

(i) Om onderhandelinge te hervat: Met dien verstande dat die partye of die dispuut moet besleg of besluit tussen opsies (ii), (iii), (iv) of (v) van hierdie paragraaf binne 30 dae nadat die Raad die kennisgewing van die dispuut ontvang het;

PART II

5. CLAUSE 2.—EXPENSES OF THE COUNCIL

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

"A	B	C
Wage group or class of employee	Employee's contributions	Employer's contributions
	Cents per week	Cents per week
Master electrician	50	50
Domestic appliance mechanic	40	40
Electrician and artisan	40	40
Installation operator	30	30
Installation operator trainee	20	20
Domestic appliance repairer	20	20
Driver	20	20
Apprentice	20	20
Labourer Grade I	6	6
Labourer Grade II	4	4

6. CLAUSE 4 bis—GUARANTEED MINIMUM
INCREASES AND OFFSET

In subclause (1), substitute the words "the date on which this Agreement comes into operation" for the words "1 July 1987".

7. Add the following as an Annexure to the Agreement:

"ANNEXURE

1. PROCEDURE FOR NEGOTIATIONS BETWEEN PARTIES TO
THE COUNCIL AND THE RESOLUTION OF DISPUTES ARISING
OUT OF SUCH NEGOTIATIONS(1) *Negotiating procedure*

(a) Where any party to the Council wishes to initiate negotiations for the amendment of any existing agreement of the introduction of a new agreement, that party shall submit its proposals in writing to the Secretary of the Council.

(b) The Council shall immediately arrange for the proposal to be circulated to all interested parties and shall take steps to arrange for the first negotiating meeting to take place within 45 days of receipt of the proposal: Provided that where the proposal relates to the negotiation of an industry matter, the date of the first negotiating meeting shall be decided at the next meeting of the Council and such meeting shall be held within 30 days of the meeting of the Council.

(c) Where a party makes a counter-offer or proposal in response to an initial proposal, such counter-offer or proposal shall be made available to all parties in writing at the first negotiating meeting.

(d) At the conclusion of each negotiating meeting the parties shall decide on the date on which the next negotiating meeting is to be held and agree on such further documentation as may be required.

(e) Where disputes arise, the procedures in 1 (2) shall be followed.

Note.—For the purposes hereof, 'dispute' means any situation where two or more parties to the Council are unable to reach agreement on an area of difference between them and one or more of the parties advise the Council in writing that they are in dispute with one or more other parties to the Council in respect of that area of difference.

(2) *Dispute settlement procedure*

(a) The Secretary, in consultation with the Chairman of the Council, shall decide whether the dispute is an industry matter, in which case they shall arrange for the Council to meet within 14 days of the notification of such dispute. Should they decide that the dispute is not an industry matter, the Secretary shall make arrangements for the parties to the dispute to meet within 14 days from the notification of such dispute.

(b) At the meeting provided for in paragraph (a) the parties to the dispute or the Council, as the case may be, shall decide between the following options:

(i) To recommence negotiations: Provided that the parties either resolve the dispute or decide between options (ii), (iii), (iv) or (v) of this paragraph within 30 days from the date of receipt by the Council of the notification of the dispute;

(ii) om 'n komitee te benoem wat as 'n komitee van die Raad geag moet word en wat binne drie dae na benoeming moet vergader en binne 'n verdere drie dae daarna tot 'n besluit moet kom oor aanbevelings aan die partye vir die beslegting van die dispuut of 'n keuse tussen opsies (i), (iii), (iv) of (v) van hierdie paragraaf;

(iii) vrywillige bemiddeling, in welke geval die partye binne sewe dae ooreen moet kom oor 'n bemiddelaar, in gebreke waarvan die bepalings van artikel 44 van die Wet op Arbeidsverhoudinge van toepassing is;

(iv) vrywillige arbitrasie, in welke geval die bepalings van artikel 45 van die Wet op Arbeidsverhoudinge van toepassing is. Indien daar op hierdie opsie besluit word val die tydfaktor in paragraaf (e) bedoel weg en is die bepalings van die arbitrasietoekenning bindend vir die partye in dispuut;

(v) die Minister in kennis te stel dat 'n dooie punt bereik is.

(c) Indien, na die verstykting van 30 dae, bereken vanaf die datum waarop die Raad kennisgewing van die dispuut ontvang het, geen skikking bereik is nie en die partye in dispuut bly, is die partye in dispuut geregtig om behoudens artikel 66 van die Wet die stappe te doen met betrekking tot stakings/uitsluitings soos in artikel 65 van die Wet bepaal.

2. PROSEDURE-OOREENKOMSTE OP ONDERNEMINGSVLAK

(1) Individuele werkgewers en 'n vakvereniging met lidmaatskap in sodanige werkgewer se onderneming kan 'n prosedure-ooreenkoms aangaan vir die regulering van verhoudinge tussen die bestuur en die werknemers oor ondernemings: vlakaangeleenthede en kan sodanige ooreenkoms by die Raad indien vir administratiewe doeleindes. Waar daar meer as een vakvereniging is met lede in so 'n onderneming moet daar gepoog word om die instemming van al sodanige vakverenigings tot die prosedure-ooreenkoms te verkry.

(2) Sodanige prosedure-ooreenkoms kan voorsiening maak vir die volgende en alle ander sake wat as van gemeenskaplike belang geag kan word:

(a) Prosedure om die omvangs van vakvereniginglidmaatskap te bepaal;

(b) toegang vir vakverenigingsamptenare tot—

(i) bestuur;

(ii) werkwinkelverteenvoordigers en vakvereniginglede op geleë tye en plekke op die terrein van die onderneming;

(c) na uitklaring met bestuur, die plasing van vakverenigingskennisgewings op die kennisgewingsborde van die onderneming;

(d) akkreditering van werkwinkelverteenvoordigers, naamlik—

(i) aantal werkwinkelverteenvoordigers wat verkies moet word en hul gebiedsverantwoordelikhede;

(ii) verkiesing van werkwinkelverteenvoordigers by wyse van geheime stemming, onderworpe aan die bepalings van die vakvereniging/s se konstitusie/s;

(iii) dienstermyn van werkwinkelverteenvoordigers;

(iv) toegang vir werkwinkelverteenvoordigers tot vakvereniginglede op aanvaarbare tye en plekke;

(v) opleiding van werkwinkelverteenvoordigers;

(vi) formaat en frekwensie van vergaderings tussen werkwinkelverteenvoordigers en bestuur;

(vii) bepaalde tye en reëlins vir die uitvoering van werkwinkelverteenvoordigers se pligte;

(viii) aftrekking van vakverenigingledegedelde behoudens die Wet op Arbeidsverhoudinge, die Hoof-ooreenkoms en enige prosedures soos deur die Raad uitgereik van tyd tot tyd;

(e) griewe en dissiplinêre prosedures:

Sodanige prosedures behoort duidelik te onderskei tussen bestuursfunksies van toesighouers en die werknemerverteenvoordigingsfunksies van die werkwinkelverteenvoordigers.

Dit behoort voorsiening te maak vir—

(i) pogings om fabrieksvlakprobleme wat tussen toesighouers en werknemer/s ontstaan, op te los alvorens werkwinkelverteenvoordigers betrek word;

(ii) die betrokkenheid van 'n werkwinkelverteenvoordiger op versoek van 'n werknemer by enige daaropvolgende bespreking van 'n probleem soos in subparagraaf (i) van hierdie paragraaf (e) (i) bedoel;

(ii) to appoint a committee, deemed to be a committee of the Council, to meet within three days of appointment and to arrive at a decision within a further three days on recommendations to the parties for the settlement of the dispute or on a choice between options (i), (iii), (iv) or (v) of this paragraph;

(iii) voluntary mediation, in which case the parties shall agree on a mediator within seven days, failing which, the provisions of section 44 of the Labour Relations Act shall apply;

(iv) voluntary arbitration, in which case the provisions of section 45 of the Labour Relations Act shall apply. In the event of this option being exercised, the time limit referred to in paragraph (c) shall fall away and the provisions of the arbitration award shall be binding on the parties to the dispute;

(v) to advise the Minister that deadlock has been reached.

(c) If, after a period of 30 days has elapsed after the date of receipt by the Council of notification of a dispute, no settlement has been reached and the parties remain in dispute, the parties to the dispute shall be entitled to pursue the steps provided for in section 65 of the Act relating to strikes/lock-outs subject to the provisions of section 66 of the Act.

2. PROCEDURAL AGREEMENTS AT THE LEVEL OF THE ESTABLISHMENT

(1) Individual employers and any trade union having membership in that employer's establishment may enter into a procedural agreement to regulate the relationship between management and employees on establishment level matters and may lodge such an agreement with the Council for administration purposes. Where there is more than one trade union with membership in the establishment, every effort shall be made to obtain the agreement of all such trade unions to the procedural agreement.

(2) Such procedural agreements may provide for the following and any other matters deemed to be of mutual interest:

(a) Procedure for determining the extent of membership of the trade unions;

(b) access for the trade union officials to—

(i) management;

(ii) shop stewards and union members on the premises of the establishment at acceptable times and venues;

(c) placing trade union notices on the notice boards of establishments after clearance with management;

(d) accreditation of shop stewards—

(i) number of shop stewards to be elected and their areas of responsibility;

(ii) election of shop stewards by secret ballot subject to the provisions of the trade union/s constitution/s;

(iii) terms of office of the shop stewards;

(iv) access of shop stewards to union members at acceptable times and venues;

(v) training of shop stewards;

(vi) format and frequency of meetings between shop stewards and management;

(vii) specified times and arrangements for shop stewards to carry out their duties;

(viii) deduction of trade union dues subject to the provisions of the Labour Relations Act, the Main Agreement and any procedures issued by the Council from time to time;

(e) grievance and disciplinary procedure:

Such procedures should clearly distinguish between the management function of supervisors and the employee representation function of shop stewards.

They should provide for—

(i) supervisors and the employee/s to attempt to resolve any problems that may arise between them at shop floor level before involving the shop stewards;

(ii) the involvement of the shop steward at the employee's request at any subsequent discussion of the problem referred to in paragraph (e) (i);

(iii) duidelike prosedures aangaande mondelinge en/of skriftelike waarskuwings wat tot ontslag kan lei;

(iv) die reëling van ondersoek onder die voorsitterskap van 'n senior bestuurder met verteenwoordiging van alle belanghebbende partye in gevalle van ernstige probleme, in besonder waar die afdanking van 'n werknemer in gedrang is;

(v) keurdatums tussen die stadiums van prosedure sodat onnodige vertraging die oplossing van die probleem nie kan beïnvloed nie;

(vi) die aanmelding by die Raad van die onvermoë om die probleem op te klaar deur middel van die onderneming se griewe- of dissiplinêre prosedure om die Raad sodanig in staat te stel om sy dispuutbeslegtingsprosedure te implementeer.

(f) Gesamentlike konsultasies met werkekomitees:

Die prosedure-ooreenkoms kan voorsiening maak vir die daarstelling van 'n werkekomitee op 'n basis van gemeenskaplike aanvaarbaarheid om sodoende 'n forum te verskaf vir gesamentlike onderhandelinge tussen bestuur en werknemers. Werkekomitees kan voorsiening maak vir verteenwoordiging deur werknemers of hul lede is van 'n vakvereniging al dan nie.

Voorsiening behoort gemaak te word vir 'n werkekomiteekonstitusie en dit behoort ingesluit te word as deel van die prosedure-ooreenkoms.

(g) Reguleringsprosedures aangaande die oortolligheid en/of diensopskorting van werknemers.

3. RAADSPROSEDURE VIR BYSTAND MET OPLOSSING VAN PROBLEME OP DIE VLAK VAN DIE ONDERNEMING

(1) 'n Party wat op die vlak van die onderneming betrokke is by 'n probleem wat nie besleg kan word met gebruikmaking van die ondernemingsvlak-nywerheidsverhoudingeprosedure, soos in klousule 2 hiervan verskaf (waar sodanige prosedures bestaan) nie, en in besonder waar sodanige party glo dat die probleem tot nywerheidsonrus aanleiding kan gee, kan versoek dat die Raad hulp verleen met die beslegting van die probleem.

(2) By ontvangs van sodanige versoek, moet die Raad reël dat 'n spesiale subkomitee bestaande uit twee goedgekeurde lede van die Raad, plus 'n agent, aandag skenk aan die probleem deur binne 48 uur na ontvangs van die versoek, met die betrokke partye in verbinding te tree. Die subkomitee moet bepaal of die probleem verband hou met—

(a) 'n 'klagte' wat beteken 'n beweerde oortreding van enige ooreenkoms van die Raad, in welke geval Prosedure A hieronder gevolg moet word; of

(b) 'n 'grief', in welke geval Prosedure B hieronder gevolg moet word.

Prosedure A

(1) Indien die oortreding van 'n ooreenkoms bevestig word, moet die subkomitee die oortredende party gelas om die oortreding reg te stel.

(2) Indien die oortreding nie dadelik deur die oortredende party reggestel word nie, moet die spesiale subkomitee die saak na die Sekretaris verwys vir vervolging.

(3) 'n Werkgewer of 'n werknemer wat gegrief voel oor die toepassing op hom van die beslissing van die subkomitee, kan appelleer na die Raad teen die beslissing wat van toepassing is op hom en die Raad kan na oorweging van die redes wat deur die subkomitee vir hul beslissing aangevoer is dié beslissing bevestig of sodanige ander beslissing gee as wat volgens hul mening in sodanige geval gegee moet gewees het. Appèlle ingevolge hierdie klousule moet gerig word aan die Raad.

Prosedure B

Die subkomitee moet aanbied om te bemiddel tussen die partye wat by die saak betrokke is. Indien sodanige aanbod verwerp word, moet die subkomitee die partye betrokke by die grief inlig oor die bepalinge van die Dispuutprosedure van die Raad (soos voorgeskryf in klousule 4 hiervan) waarna enige party 'n dispuut kan verklaar behoudens die genoemde prosedure.

4. PROSEDURE VIR DIE BESLEGTING VAN ANDER DISPUTE AS DISPUTE SOOS IN KLOUSULE 1 BEDOEL

Vir die toepassing van hierdie klousule beteken 'dispuut'—

(a) enige situasie waar die partye betrokke by 'n aangeleentheid wat werkgever/werknemer-verhouding beïnvloed nie oor die geskilpunt tot 'n vergelyk kan kom nie, en een of ander of beide partye die Raad in kennis stel en die dispuut skriftelik bevestig waarin aangedui word wie die partye in dispuut is en waaroor die dispuut gaan, of

(iii) clear procedures regarding verbal and/or written warnings which may lead to dismissal;

(iv) the holding of an enquiry under the chairmanship of a senior manager and with all interested parties present in the event of a serious problem, particularly where dismissal of an employee is involved;

(v) time deadlines between each stage of the procedures so that unnecessary delays cannot obstruct the resolution of the problem;

(vi) the reporting to the Council where it has not been possible to resolve the problem utilising the establishment's grievance or disciplinary procedure to enable the Council to invoke its dispute settlement procedures.

(f) Joint consultation through works councils:

The procedural agreement may provide for the establishment of works councils on a mutually acceptable basis to provide a forum for joint consultation between management and all employees. Works councils may provide for the representation of both unionised and non-unionised employees.

Provision should be made for a constitution for the works council and this should be included as part of the procedural agreement.

(g) Procedures to regulate matters concerning the redundancy and/or laying-off of employees.

3. COUNCIL PROCEDURE FOR ASSISTING WITH RESOLUTION OF PROBLEMS AT THE LEVEL OF THE ESTABLISHMENT

(1) A party involved in a problem at the level of the establishment who has been unable to achieve a resolution of the problem utilising the establishment level industrial relations procedures as provided for in section 2 hereof (where such procedures exist) and particularly where such party believes the problem may lead to industrial unrest, may request assistance from the Council in resolving the problem.

(2) On receipt of such a request, the Council shall arrange for a subcommittee comprising two approved members of the Council plus an Agent, to attend to the problem by establishing contact with the parties concerned within 48 hours of receipt of a request. The subcommittee shall determine whether the problem relates to—

(a) a 'complaint' which means an alleged breach of any agreement of the Council, in which case Procedure A shall be followed; or

(b) a 'grievance' in which case Procedure B below shall be followed.

Procedure A

(1) If a breach of an agreement is confirmed, the subcommittee shall instruct the offending party to remedy the breach.

(2) If the breach of the agreement is not remedied by the offending party immediately, the subcommittee shall be required to refer the matter for prosecution to the Secretary.

(3) Any employer or employee who is aggrieved by the application of a decision of the subcommittee to him may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision of the subcommittee, confirm that decision or give such other decision as in its opinion ought to have been given in such case. Appeals in terms of this subsection shall be made to the Council.

Procedure B

The subcommittee shall offer to mediate between the parties concerned in the matter. Should such an offer be rejected, the subcommittee shall advise the parties involved in the grievance of details of the Council Dispute Procedure (as provided for in section 4 hereof) whereupon either party may declare a dispute in terms of the said procedure.

4. PROCEDURE FOR SETTLEMENT OF DISPUTES OTHER THAN DISPUTES REFERRED TO IN SECTION 1

For the purposes of this section 'dispute' means—

(a) any situation where the parties concerned in a matter affecting the employer/employee relationship are unable to reach agreement on an area of difference between them and one or other or both advise the Council and confirm in writing of the dispute indicating who the parties to the dispute are and what the dispute is about; or

(b) enige aangeleentheid soos in artikel 43 van die Wet bedoel aangaande—

(i) die skorsing of beëindiging van diens van 'n werknemer of werknemers of die besluit of voorstel van 'n werkgever om die diens van 'n werknemer of werknemers te skors of te beëindig; of

(ii) 'n verandering of voorgestelde verandering in die bepalinge van voorwaardes van diens van 'n werknemer of werknemers behalwe om uitvoering te gee aan 'n toepaslike wet of loonreëlende maatregel; of

(iii) 'n beweerde onbillike arbeidspraktyk.

(1) *Dispuutprosedure—Deel A*

(a) Die Raad moet, by ontvangs van kennisgewing van sodanige dispuut, handel ooreenkomstig die bepalinge van klousule 1 (2) (a) hiervan om te bepaal of die dispuut 'n nywerheidsaangeleentheid is in welke geval die Raad die dispuut sal hanteer.

Waar die dispuut nie betrekking het op 'n nywerheidsaangeleentheid nie, moet die betrokke Raad reëlings tref om die partye by die dispuut binne 48 uur bymekaar te bring op 'n plek soos ooreengekom onder die Voorsitterskap van die Sekretaris of sy benoemde om—

(i) vasstelling van prosedure te bespreek ten einde uitvoering te verleen aan die prosedures soos in hierdie Deel bepaal;

(ii) twee bemiddelaars aan te wys uit die naamlys van geselekteerde bemiddelaars van die Raad: Met dien verstande dat indien die partye in dispuut toestem, hulle 'n besprekingskans gegun moet word in 'n poging om die dispuut op te klaar alvorens subklousule (1) (b) (i) hiervan geïmplementeer word.

(b) (i) Die aangewese bemiddelaars moet reëlings tref vir 'n reeks afsonderlike en gesamentlike vergaderings van die partye in dispuut in 'n poging om 'n skikking te bewerkstellig.

(ii) Gesamentlike vergaderings op 'n plek soos ooreengekom moet bygewoon word deur die Voorsitter soos benoem in gevolge subklousule (1) (a) en beide bemiddelaars.

(iii) Die bemiddelaars aangewys ingevolge subklousule (1) (a) (ii), tesame met die Voorsitter, aangewys ingevolge subklousule (1) (a), moet 'n komitee van die Raad uitmaak waar die partye in dispuut 'n ooreenkoms bereik het, gemagtig wees om 'n skikking van die dispuut te bewerkstellig sonder om die Raad verder te raadpleeg.

(c) Die prosedures wat ingevolge hierdie Deel gevolg moet word, moet uitgevoer word binne 'n tydperk van 14 dae na ontvangs deur die Raad van die kennisgewing van die dispuut en voor die verstryking van hierdie tydperk moet 'n vergadering van die partye in dispuut belê word om te besluit tussen—

(i) voortsetting van die prosedure van bemiddeling/onderhandeling; of

(ii) vrywillige arbitrasie, vir welke doel die Raad 'n paneel van geselekteerde arbiters of persone wat nie lede van die Raad is nie, moet handhaaf. Indien hierdie opsie verkies word, moet die koste van die arbitrasie deur die Raad gedra word: Met dien verstande dat die Raad die reg voorbehou om sodanige koste te verhaal waar geregverdig; of

(iii) verwysing van die dispuut na die Nywerheidshof; of

(iv) die Minister in kennis te stel dat 'n dooie punt bereik is.

(2) Waar die dispuut betrekking het op 'n saak soos in artikel 43 van die Wet bedoel moet die Komitee in subklousule (1) (b) (iii) bedoel, die volmag en bevoegdheid hê om namens die Raad versoë te rig soos in artikel 43 (3) (b) van die Wet bepaal.

(3) *Dispuutprosedure—Deel B*

(a) In 'n geval waar die besluit soos in Deel A (c) bepaal vrywillige arbitrasie noodsaak, moet die Raad 'n vergadering met die arbiter belê ten einde prosedure te reël en die tydperk te bepaal wat nodig is vir sy vasstelling. Die tydskedule van 30 dae, soos in Deel C bedoel en die arbitrasietoekennings is bindend vir die partye in dispuut.

(b) Indien daar ingevolge Deel A (c) (iii) besluit word om die saak na die Nywerheidshof te verwys, moet die partye in dispuut hul voorleggings voorberei en by die Nywerheidshof indien soos deur die Wet vereis.

(c) Die Voorsitter van die Komitee, aangewys ingevolge Deel A (a), moet 'n verslag oor die dispuut by die volgende vergadering van die Raad indien. Die Raad moet besluit of enige verdere stappe gedoen moet word om die dispuut te besleg. Indien geen geskeduleerde vergadering van die Raad binne 30 dae na ontvangs deur die Raad van die kennisgewing van die dispuut plaasvind nie, moet die Komitee aangewys ingevolge Deel A (b) (iii), gemagtig word om 'n spesiale vergadering van die Raad te belê indien dit, na die komitee se mening, sal bydra tot die beslegting van die dispuut.

(b) any matter such as referred to in section 43 of the Act concerning—

(i) the suspension or termination of the employment of an employee or employees or the decision or proposal of an employer to suspend or terminate the employment of an employee or employees; or

(ii) a change or proposed change in the terms or conditions of employment of an employee or employees, except to give effect to any relevant law or wage regulating measure; or

(iii) an alleged unfair labour practice.

(1) *Dispute Procedure—Part A*

(a) The Council shall, on receipt of notification of such dispute, act in accordance with the provisions of clause 1 (2) (a) hereof to decide whether the dispute is an industry matter, in which case the Council will handle the dispute.

Where the dispute does not relate to an industry matter, the Council concerned shall make arrangements for the parties to the dispute to meet within 48 hours at an agreed venue under the Chairmanship of the Secretary or his nominee to—

(i) discuss and determine procedural arrangements to carry out the procedures provided for in this Part.

(ii) appoint two mediators from the panel of approved Council mediators: Provided that if both parties to the dispute agree, they may be given an opportunity to discuss in an attempt to resolve the dispute prior to implementing subclause (1) (b) (i) hereof.

(b) (i) The appointed mediators shall arrange a process of separate and joint meetings between the parties to the dispute in an attempt to achieve conciliation between the parties.

(ii) Joint meetings at an agreed venue shall be attended by the Chairman appointed in terms of subclause (1) (a) and both mediators.

(iii) The mediators appointed in terms of subclause (1) (a) (ii), together with the Chairman appointed in terms of subclause (1) (a), shall constitute a committee of the Council and, where the parties to the dispute have reached agreement, shall be empowered to effect a settlement of the dispute without further reference to the Council.

(c) The procedures to be carried out in terms of this Part shall be carried out within a period of 14 days from the date of receipt by the Council of the notification of the dispute and prior to the expiry of this period a meeting of the parties to the dispute shall be held to choose between—

(i) continuing with the process of mediation/negotiation; or

(ii) voluntary arbitration, for which purpose the Council shall maintain a panel of approved arbitrators or persons who are not members of the Council. Should this option be chosen, the Council shall meet the cost of the arbitration: Provided that the Council shall reserve the right to recover such costs if recovery of such costs is warranted; or

(iii) referring the dispute to the Industrial Court; or

(iv) advising the Minister that deadlock has been reached.

(2) Where the dispute relates to a matter such as is referred to in section 43 of the Act, the Committee referred to in subsection (1) (b) (iii) shall be empowered and authorised to make representations on behalf of the Council as provided for in section 43 (3) (b) of the Act.

(3) *Dispute Procedure—Part B*

(a) In the event of the decision provided for in Part A (c) entailing voluntary arbitration, the Council shall arrange a meeting with the arbitrator to arrange procedures and determine the time required to give his determination in the matter. The time limit of 30 days referred to in Part C shall cease to apply and the arbitration award shall be binding on the parties to the dispute.

(b) Should the decision provided for in Part A (c) (iii) be to refer the dispute to the Industrial Court the parties to the dispute shall prepare their submissions and deliver same to the Industrial Court as required by the Act.

(c) The Chairman of the committee appointed in terms of Part A (a) shall submit a report on the dispute to the next meeting of the Council. The Council shall decide whether any further actions needs to be taken to settle the dispute. If not meeting of the Council in scheduled to take place within 30 days after receipt by the Council of notification of the dispute the committee appointed in terms of Part A (b) (iii) shall be empowered to requisition a special meeting of the Council if, in the opinion of the committee, this will assist in the resolution of the dispute.

(4) Disputeprosedure—Deel C

Indien daar na die verstrekking van 'n tydperk van 30 dae na ontvangs deur die Raad van die kennisgewing van die dispuut geen skikking bereik is nie en die partye in dispuut bly, is die partye in dispuut geregtig om die stappe te doen soos in artikel 65 van die Wet bepaal aangaande staking/uitsluitings, behoudens artikel 66 van die Wet."

Soos gemagtig, vir en namens die partye by die Raad, op hede 2de dag van Februarie 1988 te Durban onderteken.

B. CARR,

Ondervoorsitter van die Raad.

T. EVANS,

Lid van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 1675

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

JUWELIERSWARE - EN-EDELMETAALNYWERHEID (KAAP).—HERNUWING VAN HOOFOOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van Goewermentskennisgewing R. 1133 van 8 Junie 1984, R. 107 van 16 Januarie 1987 en R. 2635 van 27 November 1987, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1988 eindig.

M. W. J. LE ROUX,

Direkteur: Mannekrag.

No. R. 1676

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE.—WYSIGING VAN SIEKTEBYSTANDSVERENIGINGOOREENKOMS

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 31 Augustus 1990 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

P. T. C. DU PLESSIS,

Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

SIEKTEBYSTANDSVERENIGINGSOOREENKOMS

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

Midland Furniture Manufacturers' Association

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

(4) Dispute Procedure—Part C

If, after a period of 30 days has elapsed after the date of receipt by the Council of notification of a dispute, no settlement has been reached and the parties remain in dispute, the parties to the dispute shall be entitled to pursue the steps provided for in section 65 of the Act relating to strikes/lock-outs, subject to the provisions of section 66 of the Act."

Signed at Durban as authorised, for and on behalf of the parties, this 2nd day of February 1988.

B. CARR,

Vice-Chairman of the Council.

T. EVANS,

Member of the Council.

L. A. DICKASON,

Secretary of the Council.

No. R. 1675

19 August 1988

LABOUR RELATIONS ACT, 1956

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).—RENEWAL OF MAIN AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Manpower, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1133 of 8 June 1984, R. 107 of 16 January 1987 and R. 2635 of 27 November 1987 to be effective from the date of publication of this notice and for the period ending 31 October 1988.

M. W. J. LE ROUX,

Director: Manpower.

No. R. 1676

19 August 1988

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE.—AMENDMENT OF SICK BENEFIT SOCIETY 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 August 1990, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

P. T. C. DU PLESSIS,

Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE EASTERN CAPE PROVINCE

SICK BENEFIT SOCIETY AGREEMENT

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

Midland Furniture Manufacturer's Association

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

National Union of Furniture and Allied Workers of South Africa

en die

National Association of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1828 van 5 September 1980, soos gewysig en hernieu deur Goewermentskennisgewings R. 1875 van 4 September 1981, R. 1656 van 6 Augustus 1982, R. 1035 van 25 Mei 1984, R. 2094 van 21 September 1984 en R. 2022 van 18 September 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van die Oostelike Kaapprovinsie nagekom word—

(a) deur die werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van enige van die vakverenigings is en wat onderskeidelik by die Meubelnywerheid van die Oostelike Kaapprovinsie betrokke of daarin werksaam is;

(b) in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoort, Pearston, Richmond (K.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore.

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

(a) van toepassing slegs op werknemers vir wie daar lone in die Hofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of 'n ooreenkoms daarkragtens aangegaan of 'n voorwaarde daarkragtens vasgestel nie.

2. KLOUSULE 12.—BYSTAND

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

“(d) mediese wonddekkings en dié medisyne en/of verdoovingsmiddels soos die Komitee besluit: Met dien verstande dat die lid die eerste R3,00 van die koste van elke voorskrif moet betaal.”

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

“(e) optiese dienste: Met dien verstande dat die lid 25 persent van die totale koste van sodanige dienste moet betaal en dat die totale bedrag van die bystand hoogstens R200,00 in 'n bepaalde jaar van lidmaatskap mag beloop.”

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

“(j) tandheelkundige dienste: Met dien verstande dat die lid 25 persent van die totale koste van sodanige dienste moet betaal en dat die totale bedrag van die bystand hoogstens R300,00 in 'n bepaalde jaar van lidmaatskap mag beloop.”

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

“(2) Die totale bedrag wat in die vorm van bystand in 'n bepaalde jaar van lidmaatskap aan 'n lid en sy afhanklikes betaalbaar is, uitgesonderd siektebesoldiging, mag hoogstens R1 750,00 wees.”

3. KLOUSULE 13.—SIEKTEBESOLDIGING

Vervang subklousule (1) deur die volgende:

“(1) 'n Lid wat weens siekte verplig is om minstens twee agtereenvolgende werkdade van die werk af weg te bly, is, behoudens klousule 12, geregtig op siektebesoldiging teen 'n skaal van 50 persent van die gewone weeklikse loon vir 'n maksimum van 30 dae gedurende enige 12 kalendermaande.

Vir die toepassing van hierdie klousule, moet 12 kalendermaande bereken word vanaf die datum ten opsigte waarvan 'n lid in 'n bepaalde jaar vir die eerste keer siektebesoldiging ontvang tot dieselfde datum in die daaropvolgende jaar.”

National Union of Furniture and Allied Workers of South Africa

and the

National Association of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province, to amend the Agreement published under Government Notice R. 1828 of 5 September 1980 as amended and renewed by Government Notices R. 1875 of 4 September 1981, R. 1656 of 6 August 1982, R. 1035 of 25 May 1984, R. 2094 of 21 September 1984 and R. 2022 of 18 September 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Eastern Cape Province—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions and who are engaged or employed respectively in the said Industry;

(b) in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoort, Pearston, Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.

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

(a) only apply to employees for whom wages are prescribed in the Main Agreement and to the employers of such employees;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. CLAUSE 12.—BENEFITS

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

“(d) medical dressings and such medicines and/or drugs as may be decided upon by the Committee: Provided that the member shall pay the first R3,00 of the cost of every prescription;”

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

(e) optical services: Provided that the member shall pay 25 per cent of the total cost of such services and that the total amount of the benefits shall not exceed R200,00 in any one year of membership;”

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

“(j) dental services: Provided that the member shall pay 25 per cent of the total cost of such services and that the total amount of the benefits shall not exceed R300,00 in any one year of membership.”

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

“(2) The total amount of benefits, excluding sick pay, payable to a member of his dependants in any one year of membership, shall not exceed R1 750,00.”

3. CLAUSE 13.—SICK PAY

Substitute the following for subclause (1):

“(1) A member who through sickness is compelled to absent himself from work for a period of not less than two consecutive working days, shall, subject to the provisions of clause 12, be entitled to sick pay at a rate of 50 per cent of his ordinary weekly wage for a maximum of 30 days during any 12 calendar months.

For the purposes of this clause, 12 calendar months shall be calculated from the date in respect of which a member first draws sick pay in any year to the same date in the next succeeding year.”

4. KLOUSULE 16.—BYDRAES

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

“(1) Mits geen bedrag afgetrek word van die loon van 'n lid wat gedurende die week waarin die aftrekkings verskuldig geword het minder as 16 uur gewerk het nie, moet elke werkgewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag, bydraes teen die volgende skale aftrek van die loon van elke lid in sy diens:

	Per week R
(a) Werknemers wat 'n loon van R149,99 per week of minder ontvang.....	7,00
(b) Werknemers wat 'n loon van R149,99 en meer per week tot en met R199,99 per week ontvang.....	7,50
(c) Werknemers wat 'n loon van R199,99 en meer per week tot en met R249,99 per week ontvang.....	8,00
(d) Werknemers wat 'n loon van R249,99 en meer per week tot en met R299,99 per week ontvang.....	8,00
(e) Werknemers wat 'n loon van R299,99 en meer per week tot en met R349,99 per week ontvang.....	9,00
(f) Werknemers wat 'n loon van R349,99 en meer per week tot en met R399,99 per week ontvang.....	9,50
(g) Werknemers wat 'n loon van R399,99 en meer per week ontvang.....	10,00”.

(2) Vervang subklousule (7) deur die volgende:

“(7) Indien 'n bedrag wat ingevolge hierdie klousule verskuldig is nie deur die Raad ontvang word teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of sodanige kleiner bedrag wat nie betaal is nie, rente betaal teen 'n koers wat deur die Raad van tyd tot tyd, behoudens die bepalinge van die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, bepaal word en bereken vanaf sodanige 10de dag van die maand waarop betaling verskuldig geword het tot die dag waarop betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na goedgeundke betaling van sodanige rente of gedeelte daarvan kan kwyt-skeld.”.

Hierdie Ooreenkoms is namens die partye op hede die 15de dag van Junie 1988 te Port Elizabeth onderteken.

A. J. SAAYMAN,
Voorsitter.

J. B. CONNACHER,
Ondervoorsitter.

M. E. HOPPE,
Sekretaris.

No. R. 1677

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRaad VIR DIE PLAASLIKE BESTUURSONDERNEMING.—HOOF-OOREENKOMS

VERBETERINGSKENNISGEWING

Die volgende verbeterings aan Goewermentskennisgewing R. 2067 wat in *Staatskoerant* 10465 van 26 September 1986 verskyn, word vir algemene inligting gepubliseer:

1. In die Engelse teks van die Bylae—

(1) in klousule 1 (2), vervang die woord “hereunder” deur die woord “thereunder”;

(2) in klousule 2 (2), vervang die woord “district” deur die woord “distinct”.

(3) in klousule 4—

(a) in subklousule (2) (b), vervang die uitdrukking “can be” deur die uitdrukking “shall be”;

4. CLAUSE 16.—CONTRIBUTIONS

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

“(1) Provided that no deduction shall be made from the wages of a member who has worked less than 16 hours in the week in which the deductions fall due, every employer shall, on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day, deduct from the wage of each and every member in his employment contributions at the following rates:

	Per week R
(a) Employees in receipt of a wage of R149,99 per week or less.....	7,00
(b) Employees in receipt of a wage of more than R149,99 per week and up to and including R199,99 per week ..	7,50
(c) Employees in receipt of a wage of more than R199,99 per week and up to and including R249,99 per week ..	8,00
(d) Employees in receipt of a wage of more than R249,99 per week and up to and including R299,99 per week ..	8,50
(e) Employees in receipt of a wage of more than R299,99 per week and up to and including R349,99 per week ..	9,00
(f) Employees in receipt of a wage of more than R349,99 per week and up to and including R399,99 per week ..	9,50
(g) Employees in receipt of a wage of more than R399,99 per week.....	10,00”.

(2) Substitute the following for subclause (7)

“(7) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, at a rate of interest determined by the Council from time to time subject to the provisions of the Limitation and Disclosure of Finance Charges Act, 1968, and calculated from such 10th day of the month in which payment became due until the day upon which payment is actually received by the Council: Provided that the council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.”.

This Agreement signed at Port Elizabeth, on behalf of the parties, this 15th day of June 1988.

A. J. SAAYMAN,
Chairman.

J. B. CONNACHER,
Vice-Chairman.

M. E. HOPPE,
Secretary.

No. R. 1677

19 August 1988

LABOUR RELATIONS ACT, 1956

INDUSTRIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING.—MAIN AGREEMENT

CORRECTION NOTICE

The following corrections to Government Notice R. 2067 appearing in *Government Gazette* 10465 of 26 September 1986, are published for general information:

1. In the English text of the Schedule—

(1) in clause 1 (2), substitute the word “thereunder” for the word “hereunder”;

(2) in clause 2 (2), substitute the word “distinct” for the word “district”.

(3) in clause 4—

(a) in subclause (2) (b), substitute the expression “shall be” for the expression “can be”;

(b) vervang subklousule (2) (c) deur die volgende:

“(c) The charge shall set out the alleged misconduct and shall contain a notification informing the accused employee to send or to deliver within seven days a written acknowledgement or denial of the alleged misconduct and, if he so wishes, to send or to deliver a written statement or explanation of the alleged misconduct to the person who signed the charge.”;

(c) in subklousule (2) (d), vervang die woord “send” waar dit vir die tweede maal voorkom deur die woord “sent”;

(d) vervang subklousule (2) (e) deur die volgende:

“(e) An employee charged with misconduct in terms of paragraph (a) may demand to appear in person before the head of the department to give an oral statement or explanation of the charge instead of furnishing the written statement or explanation provided for in paragraph (c), provided that he does so within the time stipulated in the notification to reply to the charge.”;

(e) in subklousule (3) (b) (ii), vervang die woord “to” deur die woord “the”;

(f) in subklousule (6), vervang die uitdrukking “appeal against the proceedings of” deur die uitdrukking “appeals against the action taken in terms of”;

(g) in subklousule (8), voeg die woord “a” in voor die woord “result” en vervang die woord “disciplinary” deur die woord “disciplinary” in die vierde reël;

(h) in subklousule (12), voeg ’n komma in na die woord “present” en vervang die woord “ether” deur die woord “either”;

(i) in subklousule (16), vervang die woord “acquit” deur die woord “acquittal” en vervang die woord “acquited” deur die woord “acquitted”;

(j) in subklousule (17):

(i) in die indeling vervang die woord “disciplinary” deur die woord “disciplinary” en die uitdrukking “. . . may the committee . . .” deur die uitdrukking “. . . the committee may . . .”;

(ii) in paragraaf (a), voeg die uitdrukking “impose a” in tussen die woorde “or” en “fine” in die eerste reël;

(iii) in paragraaf (b) (i), vervang die woord “charge” deur die woord “charged”;

(k) in subklousule (19), vervang die woord “will” deur die woord “shall”;

(l) in subklousule (20) (a), vervang die uitdrukking “towns clerk” deur die uitdrukking “town clerk” en skrap die uitdrukking “at such stage”;

(m) in subklousule (21) (b), vervang die woord “payment” deur die woord “pay”;

(n) in subklousule (22), vervang die woord “payment” deur die woord “pay”.

2. In die Afrikaanse teks van die Bylae:

(1) In klousule 4—

(a) in subklousule (3) (b) (i), vervang die woord “beripse” deur die woord “berispe”;

(b) in subklousule (8), vervang die woord “tydkomitee” deur die woord “tugkomitee” en vervang die woord “deur” deur die uitdrukking “as gevolg van” waar dit as voorlaaste woord in die derde reël verskyn;

(c) in subklousule (16), vervang die woord “ingstel” deur die woord “ingestel”;

(d) in subklousule (17) (b) (ii), vervang die woord “van” deur die woord “vir”.

(b) substitute the following for subclause (2) (c):

“(c) The charge shall set out the alleged misconduct and shall contain a notification informing the accused employee to send or to deliver within seven days a written acknowledgement or denial of the alleged misconduct and, if he so wishes, to send or to deliver a written statement or explanation of the alleged misconduct to the person who signed the charge.”;

(c) in subclause (2) (d), substitute the word “sent” for the word “send” where it appears for the second time;

(d) substitute the following for subclause (2) (e):

“(e) An employee charged with misconduct in terms of paragraph (a) may demand to appear in person before the head of the department to give an oral statement or explanation of the charge instead of furnishing the written statement or explanation provided for in paragraph (c), provided that he does so within the time stipulated in the notification to reply to the charge.”;

(e) in subclause (3) (b) (ii), substitute the word “the” for the word “to”;

(f) in subclause (6), substitute the expression “appeals against the” for “appeal” and substitute the expression “action taken in terms of” for the expression “appeal against the proceedings of”;

(g) in subclause (8), add the word “a” before the word “result” and substitute the word “disciplinary” in the fourth line for the word “disciplinary”;

(h) in subclause (12), add a comma after the word “present” and substitute the word “either” for the word “ether”;

(i) in subclause (16), substitute the word “acquittal” for the word “aquital” and substitute the word “acquitted” for the word “aquited”;

(j) in subclause (17):

(i) in the introduction, substitute the word “disciplinary” for the word “diciplinary” and the expression “. . . the committee may . . .” for the expression “. . . may the committee . . .”;

(ii) in paragraph (a), add the expression “impose a” between the words “or” and “fine” where it appears in the first line;

(iii) in paragraph (b) (i), substitute the word “charged” for the word “charge”;

(k) in subclause (19), substitute the word “shall” for the word “will”;

(l) in subclause (20) (a), substitute the expression “town clerk” for the expression “towns clerk” and delete the expression “at such stage”;

(m) in subclause (21) (b), substitute the word “pay” for the word “payment”;

(n) in subclause (22), substitute the word “pay” for the word “payment”.

2. In the Afrikaans text of the schedule:

(1) In clause 4—

(a) in subclause (3) (b) (i), substitute the word “berispe” for the word “beripse”;

(b) in subclause (8), substitute the word “tugkomitee” for the word “tydkomitee” and substitute the expression “as gevolg van” for the word “deur” where it appears as penultimate word in the third line;

(c) in subclause (16), substitute the word “ingestel” for the word “ingstel”;

(d) in subclause (17) (b) (ii), substitute the word “vir” for the word “van”.

No. R. 1684

19 Augustus 1988

WET OP ARBEIDSVARHOUDINGE, 1956

KLERASIENYWERHEID, NATAL.—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 Desember 1988 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1988 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(NATAL)

OOREENKOMS

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Natal), om die Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 46 van 11 Januarie 1980, soos gewysig, verleng en hernieu deur Goewermmentskennisgewings R. 2774 en R. 2775 van 24 Desember 1982, R. 2606 van 30 November 1984, R. 918 en R. 919 van 26 April 1985, R. 2175 van 17 Oktober 1986, R. 2721 van 24 Desember 1986, R. 393 van 27 Februarie 1987, R. 2890 van 31 Desember 1987, en R. 1462 van 22 Julie 1988, te wysig.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Klerasienywerheid (Natal) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasienywerheid (Natal) betrokke is en deur alle werknemers wat lede van die vakvereniging is en wat in genoemde Nywerheid werk-saam is;

(b) in die landdrosdistrikte Chatsworth, Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermmentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Inanda, Pinetown, Pietermaritzburg en Lower Tugela.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing ten opsigte van die werknemers vir wie lone voorgeskryf word in die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 46 van 11 Januarie 1980, soos gewysig.

No. R. 1684

19 August 1988

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY NATAL.—AMENDMENT OF MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1988, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(NATAL)

AGREEMENT

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

being the parties to the Industrial Council for the Clothing Industry (Natal), to amend the Agreement, published under Government Notice R. 46 of 11 January 1980, as amended, extended and renewed by Government Notices R. 2774 and R. 2775 of 24 December 1982, R. 2606 of 30 November 1984, R. 918 and R. 919 of 26 April 1985, R. 2175 of 17 October 1986, R. 2721 of 24 December 1986, R. 393 of 27 February 1987, R. 2890 of 31 December 1987 and R. 1462 of 22 July 1988.

1. SCOPE OF APPLICATION

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

(a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry (Natal) and by all employees who are members of the trade union and who are employed in the said Industry;

(b) in the Magisterial Districts of Chatsworth, Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Inanda, Pinetown, Pietermaritzburg and Lower Tugela.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in the Agreement published under Government Notice R. 46 of 11 January 1980, as amended.

(3) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers wat nie lede van die werkgewersorganisasie is nie en wat vyf of minder werknemers in diens het: Met dien verstande dat sodanige werkgewers die keuse kan uitoefen om vrywilliglik aan die Ooreenkoms te voldoen.

2. KLOUSULE 4.—LONE

Vervang suklousule (1) deur die volgende:

(1) Geen loon wat laer is as die minimum weeklone hieronder voorgeskryf, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

(3) The terms of this Agreement shall not apply to employers who are not members of the employers' organisation and who employ five or fewer employees: Provided that such employers may elect to voluntarily comply with the provisions of this Agreement.

2. CLAUSE 4.—WAGES

Substitute the following for subclause (1):

(1) No employer shall pay and no employee shall accept wages lower than the minimum weekly wages prescribed hereunder:

Tydperk	Beroep	Getal maande ondervinding in die nywerheid (tot en met)								
		0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Meer as 48
		R	R	R	R	R	R	R	R	R
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Hoofsnyer	205,00	—	—	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Assistant-Hoofsnyer	161,00	—	—	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Snyer en voeringmerker-snyer	62,50	73,00	83,00	93,00	105,00	115,00	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Bandmessnyer	68,00	81,00	92,50	104,00	117,00	128,00	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Werktuigkundige.....	83,50	100,50	117,50	135,00	152,00	170,50	187,50	205,00	222,00
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Werknemer graad I	64,00	72,00	80,00	87,00	101,00	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Werknemer graad II	64,00	72,00	84,50	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Drywer: Motorvoertuig waarvan die onbelaste massa— 1. hoogstens 454 kg is	91,50	—	—	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	2. meer as 454 kg maar hoogstens 2 722 kg is	108,00	—	—	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	3. meer as 2 722 kg maar hoogstens 4 540 kg is	131,00	—	—	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	4. meer as 4 540 kg is	163,50	—	—	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Klerklike werknemer	76,00	88,50	102,00	113,50	126,00	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Voorpersoon	109,50	155,00	—	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Werknemer graad A	69,00	77,00	89,50	—	—	—	—	—	—
Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Wag	84,50	—	—	—	—	—	—	—	—

Period	Occupation	Number of months' experience in industry (inclusive)								
		0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Over 48
		R	R	R	R	R	R	R	R	R
From the date of coming into operation of this agreement	Head Cutter	205,00	—	—	—	—	—	—	—	—
From the date of coming into operation of this agreement	Assistant head cutter	161,00	—	—	—	—	—	—	—	—
From the date of coming into operation of this agreement	Cutter and trimmer	62,50	73,00	83,00	93,00	105,00	115,00	—	—	—
From the date of coming into operation of this agreement	Bandknife cutter	68,00	81,00	92,50	104,00	117,00	128,00	—	—	—
From the date of coming into operation of this agreement	Machanic	83,50	100,50	117,50	135,00	152,00	170,50	187,50	205,00	222,00
From the date of coming into operation of this agreement	Grade I employee	64,00	72,00	80,00	87,00	101,00	—	—	—	—
From the date of coming into operation of this agreement	Grade II employee	64,00	72,00	84,50	—	—	—	—	—	—
From the date of coming into operation of this agreement	Driver: Motor vehicle, the unladen mass of which—									
	1. does not exceed 454 kg	91,50	—	—	—	—	—	—	—	—
	2. exceeds 454 kg but does not exceed 2 722 kg	108,00	—	—	—	—	—	—	—	—
	3. exceeds 2 722 kg but does not exceed 4 540 kg	131,00	—	—	—	—	—	—	—	—
From the date of coming into operation of this agreement	4. exceeds 4 540 kg	163,50	—	—	—	—	—	—	—	—
From the date of coming into operation of this agreement	Clerical employee	76,00	88,50	102,00	113,50	126,00	—	—	—	—
From the date of coming into operation of this agreement	Foreperson	109,50	155,00	—	—	—	—	—	—	—
From the date of coming into operation of this agreement	Grade A employee	69,00	77,00	89,50	—	—	—	—	—	—
From the date of coming into operation of this agreement	Watchman	84,50	—	—	—	—	—	—	—	—

L.W.—Waar lone op grondslag van ondervinding verhoog moet word, is die laaste bedrag teenoor elke beroep aangetoon die loonskaal vir 'n gekwalifiseerde werknemer.

Wanneer 'n gekwalifiseerde werknemer graad II oorgeplaas word na 'n ander beroep wat as die werk van 'n werknemer graad I geklassifiseer word, moet hy minstens sy bestaande besoldiging vir 'n tydperk van ses maande ontvang en daarna, by voltooiing van daardie tydperk, sy volgende salarisverhoging en daarna, die voorgeskrewe salarisverhogings van sy nuwe beroep. 'n Ongekwalfiseerde werknemer graad II wat oorgeplaas word na 'n ander beroep was as die werk van 'n werknemer graad I geklassifiseer word, moet minstens die besoldiging betaal word wat hy voor sy oorpasing ontvang het, maar moet die voorgeskrewe verhogings in sy nuwe beroep betaal word.

Namens die partye op hede die 9de dag van Junie 1988 te Durban onderteken.

A. B. ROLANDO,

Voorsitter van die Raad.

I. MUCKDOOM,

Ondervoorsitter van die Raad.

R. E. REDFERN,

Sekretaris van die Raad.

N.B.—Where wages are to be increased on the basis of experience, the last amount shown opposite each occupation is the rate of pay for a qualified employee.

Whenever a qualified Grade II employee is transferred to another occupation classified as the work of a Grade I employee, he shall receive not less than his existing rate of pay for a period of six months and thereafter, on completion of that period, he shall receive his next increment and thereafter the prescribed increments in his new occupation. An unqualified Grade II employee who is transferred to another occupation classified as the work of a Grade I employee shall be paid not less than the wage he was receiving prior to his transfer, but shall be paid the prescribed increments in his new occupation.

Signed at Durban, on behalf of the parties, this Ninth day of June 1988.

A. B. ROLANDO,

Chairman of Council.

I. MUCKDOOM,

Vice Chairman of Council.

R. E. REDFERN,

Secretary of Council.

No. R. 1685

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNRYWERHEID.—VERLENGING VAN HOOF-OOREENKOMS

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. 1760 van 29 Augustus 1986, soos gewysig by Goewermentskennisgewings R. 1779 van 21 Augustus 1987 en R. 2452 van 30 Oktober 1987, met 'n verdere tydperk wat op 31 Augustus 1993 eindig.

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

No. R. 1686

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNRYWERHEID.—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 29 Augustus 1988 en vir die tydperk wat op 31 Augustus 1993 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b) en 10, met ingang van 29 Augustus 1988 en vir die tydperk wat op 31 Augustus 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

No. R. 1685

19 August 1988

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—EXTENSION OF MAIN 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. 1760 of 29 August 1986, as amended by Government Notices R. 1179 of 21 August 1987 and R. 2452 of 30 October 1987, by a further period ending 31 August 1993.

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

No. R. 1686

19 August 1988

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 (4) (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 29 August 1988 and for the period ending 31 August 1993, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b) and 10, shall be binding, with effect from 29 August 1988 and for the period ending 31 August 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

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

BYLAE**DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-
NYWERHEID****HOOFOOREENKOMS**

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

National Union of Metalworkers of South Africa

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

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

om die Hofooreenkomst gepubliseer by Goewermmentskennisgewing R. 1760 van 29 Augustus 1986, soos gewysig deur Goewermmentskennisgewings R. 1779 van 21 Augustus 1987 en R. 2452 van 30 Oktober 1987, te wysig:

AFDELING A**1. KLOUSULE 1.—TOEPASSINGSBESTEK**

(1) Behoudens subklousule (3) van hierdie klousule en klousule 1 van Afdeling B moet hierdie Ooreenkomst 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 West); en

(b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

(2) Ondanks subklousule (1) is hierdie Ooreenkomst 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) kwekeling wat opleiding ingevolge die Wet op Mannekragopleiding, 1981, ondergaan, slegs vir sover dit nie onbestaanbaar is met daardie Wet of voorwaardes wat daarkragtens gestel is nie.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) In subklousule (5), skrap al die landdrostdistrikte, behalwe Aliwal-Noord, King William's Town en Queenstown.

(2) Voeg die volgende nuwe subklousule (5) A in:

"(5) A 'Gebied C (BR)' die landdrostdistrikte Albert, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, Komga, Lady Grey, Maclear, Molteno, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse;"

(3) In subklousule (6), skrap die munisipale gebied van Grahamstad.

(4) Vervang subklousule (7) deur die volgende:

"(7) 'Gebied B (OP)' die minisipale gebied van Grahamstad en die landdrostdistrikte Cradock, Colesberg, George, Graaff-Reinet, Humansdorp, Knysna, Middelburg (K.P.), Mosselbaai, Oudtshoorn, Port Elizabeth (uitgesonderd die munisipale gebied van Port Elizabeth), Somerset-Oos en Uitenhage (uitgesonderd die munisipale gebied van Uitenhage);"

(5) (a) Voeg die volgende nuwe subklousule (7) A in:

"(7) A 'Gebied C (OP)' die landdrostdistrikte Aberdeen, Adelaide, Albany (uitgesonderd die munisipale gebied van Grahamstad), Alexandria, Bathurst, Bedford, Calitzdorp, Hankey, Hofmeyr, Jansenville, Joubertina, Kirkwood, Murraysburg, Noupoot, Pearston, Steynsburg, Steytlerville, Uniondale, Venterstad en Willowmore;"

(5) (b) In subklousule (17), skrap die woord "Wonderboom", onder die landdrostdistrikte en voeg die woord "Akasia" in by die genoemde munisipale gebiede.

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR
INDUSTRY**

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

National Union of Metalworkers 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 Motor Industry,

to amend the Main Agreement published under Government Notice R. 1760 of 29 August 1986, as amended by Government Notices R. 1779 of 21 August 1987 and R. 2452 of 30 October 1987.

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 the 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.

(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) In subclause (5), delete all the Magisterial Districts except Aliwal North, King William's Town and Queenstown.

(2) Insert the following new subclause (5) A:

"(5) A 'Area C (BR)' means the Magisterial Districts of Albert, Barkly East, Cathcart, Elliot, Fort Beaufort, Indwe, Komga, Lady Grey, Maclear, Molteno, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse;"

(3) In subclause (6), delete the municipal area of Grahamstown.

(4) Substitute the following for subclause (7):

"(7) 'Area B (EP)' means the municipal area of Grahamstown and the Magisterial Districts of Cradock, Colesberg, George, Graaff-Reinet, Humansdorp, Knysna, Middelburg (C.P.) Mossel Bay, Oudtshoorn, Port Elizabeth (excluding the municipal area of Port Elizabeth), Somerset East and Uitenhage (excluding the municipal area of Uitenhage);"

(5) (a) Insert the following new subclause (7) A:

"(7) A 'Area C (EP)' means the Magisterial Districts of Aberdeen, Adelaide, Albany (excluding the municipal area of Grahamstown), Alexandria, Bathurst, Bedford, Calitzdorp, Hankey, Hofmeyr, Jansenville, Joubertina, Kirkwood, Murraysburg, Noupoot, Pearston, Steynsburg, Steytlerville, Uniondale, Venterstad and Willowmore;"

(5) (b) In subclause (17), delete the word "Wonderboom" from the Magisterial Districts mentioned and insert the word "Akasia" in the municipal areas mentioned.

(6) Vervang subklousule (19) deur die volgende:

“(19) ‘Gebied A (WP)’ die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Simonstad en Wynberg, en die munisipale gebiede van Paarl, Somerset-Wes (uitgesonderd die gebied wat deur Cape Explosives Works Ltd, Somerset-Wes, geokkupeer word), Stellenbosch en Strand;”

(7) Vervang subklousule (20) deur die volgende:

“(20) ‘Gebied B (WP)’ die landdrosdistrikte Malmesbury, Paarl, Somerset-Wes, Stellenbosch, Strand en Worcester, maar uitgesonderd die munisipale gebiede waarna in ‘Gebied A (WP)’ verwys word, en die munisipale gebiede van Beaufort-Wes, Bredasdorp, Caledon, Ceres, Montagu, Moorreesburg, Piketberg, Riversdal, Robertson, Swellendam en Wellington;”

(8) Vervang subklousule (21) deur die volgende:

“(21) ‘Gebied C (WP)’ die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (K.P.) Hermanus, Hopefield, Ladismith, Laingsburg, Namakwaland, Montagu, Moorreesburg, Piketberg, Prins Alfred, Riversdal, Robertson, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington en Williston, maar uitgesonderd die munisipale gebiede waarna in ‘Gebied B (WP)’ verwys word;”

(9) (a) In subklousule (29) (a) voeg die uitdrukking “Bakkentekens, bagasiebakdeksels en agterklappe” in tussen die uitdrukkings “bakke” en “baklyswerk”.

(b) Vervang subklousule (29) (c) deur die volgende:

“(c) die volgende verwyder maar nie vervang nie:

Lugdrade;
volledige voorassamestelle;
samestellende dele van instrumentepaneel;
deure;
buitepanele, waar dit aangesweis word;
voorwielvering;
glas;
voorvere—kronkel- of miktipe;
stuursamestelle;
sondakke;
trekstange en inprop-bedradingseenhede;”

(c) Voeg die volgende nuwe subklousule (29) (m) in:

“(m) passing van voor- en agterruit;”

(10) Vervang subklousule (33) deur die volgende:

“(33) ‘skoonmaakster’ ’n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

Persele, toiletkamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;
voertuie afstof;
posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;
tee of soortgelyke drankte berei en/of bedien;
voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;
motorvoertuie was;”

(11) Voeg die volgende nuwe subklousule (47) A in:

“(47) A ‘algemene werker graad I’, ’n werknemer wat in Gebied ‘A’ die pligte uitvoer soos uiteengesit in subklousule (47) (a) van hierdie klousule;”

(12) Voeg die volgende nuwe subklousule (59) A in:

“(59) A ‘werkmanlugversorgermonteur’ ’n werknemer wat net in werkwinkels werk wat hoofsaaklik of uitsluitlik met die installeer, versiening en onderhoud van lugversorgers gemoeid is en wat lugversorgers installeer, versien en onderhou;”

(13) (a) In subklousule (97) (b), voeg die uitdrukking “behalwe waar hulle van die knipskakelaar- of inpropskakelaar-tipes is”, in tussen die woorde “verbinding” en “aan”.

(b) Vervang subklousule (97) (j) deur die volgende:

“(j) wiele balanseer met enige masjien wat bedoel is om wiele mee te balanseer;”

(6) Substitute the following for subclause (19):

“(19) ‘Area A (WP)’ means the Magisterial Districts of Bellville, Goodwood, Kuils River, Simon’s Town, The Cape and Wynberg; and the municipal areas of Paarl, Somerset West (excluding the area occupied by Cape Explosives Works Limited, Somerset West), Stellenbosch and Strand;”

(7) Substitute the following for subclause (20):

“(20) ‘Area B (WP)’ means the Magisterial Districts of Malmesbury, Paarl, Somerset West, Stellenbosch, Strand and Worcester, but excluding those municipal areas referred to in ‘Area A (WP)’, and the municipal areas of Beaufort West, Bredasdorp, Caledon, Ceres, Montagu, Moorreesburg, Piketberg, Riversdal, Robertson, Swellendam and Wellington;”

(8) Substitute the following for subclause (21):

“(21) ‘Area C (WP)’ means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (C.P.), Hermanus, Hopefield, Ladismith, Laingsburg, Namaqualand, Montagu, Moorreesburg, Piketberg, Prince Alfred, Riversdal, Robertson, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington and Williston, but excluding those municipal areas referred to in ‘Area B (WP)’;”

(9) (a) In subclause (29) (a), insert the expression “body badges, boot lids and tail gates” between the expressions “bodies” and “body mouldings”.

(b) Substitute the following for subclause (29) (c):

“(c) removes but does not replace—
aerials;
complete front axle assemblies;
dashboard component parts;
doors;
exterior panels where welded on;
front wheel suspensions;
glass;
springs, front—coil or wishbone type;
steering assemblies;
sunroofs;
towbars and plug-in wiring units;”

(c) Insert the following new subclause (29) (m):

“(m) fitting of front and rear windshields;”

(10) Substitute the following for subclause (33):

“(33) ‘char’ means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
dusting of vehicles;
franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;
making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public;
washing of motor vehicles;”

(11) Insert the following new subclause (47) A:

“(47) A ‘general worker, Grade I’, means an employee who in ‘A’ Areas performs the duties enumerated in subclause (47) (a) of this clause;”

(12) Insert the following new subclause (59) A:

“(59) A ‘operative air-conditioner fitter’ means an employee who is employed only in workshops engaged mainly or exclusively in the installation, servicing and maintenance of air-conditioners who installs, services and maintains air-conditioners;”

(13) (a) In subclause (97) (b), insert the phrase “except where these are of the clip-on or plug-in type” immediately after the word “connections”.

(b) Substitute the following for subclause (97) (j):

“(j) balances wheels with any machine made to balance wheels;”

(c) Voeg die volgende nuwe subklousule (97) (n) in:

“(n) komponente uitmekaar haal of stroop, maar moet die volgende uitsluit:

Ewenare, ratkaste, volledige enjins, kragstuurmeganismes, komponente wat deur rekenaars beheer word, kontroletoestelle op voorwiel-aandrywings (transasse);”

3. KLOUSULE 14.—DIENSBEÏNDIGING

In subklousule (1), vervang die woord “skof” deur die woord “week”.

4. KLOUSULE 21.—SPESIALE BEPALINGS BETREFFENDE WAGTE

In subklousule (3), vervang die syfer “R74,25” deur die syfer “R100,24”.

5. KLOUSULE 25.—ONTWIKKELINGSFONDS VIR DIE MOTORNYWERHEID

(1) In subklousule (1) (a), skrap die uitdrukking “BR”.

(2) In subklousule (1) (b), skrap die uitdrukking “TVL”.

(3) Voeg die volgende nuwe subklousule (1) (c) in:

“(1) (c) Elke werkgever in Streek BR moet voor of op die 10de dag van elke maand aan die sekretaris van die betrokke Streekraad 'n heffing van 15c per week stuur vir die Ontwikkelingsfonds vir die Motornywerheid vir elke werknemer ten opsigte van wie die werkgever die Raadsheffing ingevolge klousule 11 van hierdie Afdeling betaal.”

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

“(1) (d) Elke werkgever in Streek TVL, moet voor of op die 10de dag van elke maand aan die sekretaris van die betrokke Streekraad 'n heffing van 30c per week stuur vir die Ontwikkelingsfonds vir die Motornywerheid vir elke werknemer ten opsigte van wie die werkgever die Raadsheffing ingevolge klousule 11 van hierdie Afdeling betaal.”

6. KLOUSULE 31.—SIEKTEVERLOF

(1) In subklousule (1), skrap die uitdrukking “maar behoudens subklousule (2) hiervan”.

(2) Skrap subklousule (2).

7. KLOUSULE 34.—GEBEURLIKHEIDSRESERWE

In subklousule (2), voeg die volgende nuwe paragraaf (iii) in:

“(iii) behoudens paragraaf (ii) moet enige geld wat aan die Raad verbeur word in die geval van 'n beoordeelde wat 'n lid was van of die Motor Industry Employees' Union of South Africa of die National Union of Metalworkers of South Africa in afsonderlike rekenings van die Raad gekrediteer word en as onderskeidelik Gebeurlikheidsreserwerekening 'A' en Gebeurlikheidsreserwerekening 'C' bekend staan.”

8. KLOUSULE 35.—ADDISIONELE VAKANSIEBESOLDIGING VIR VAKLEERLINGE

(1) Voeg die uitdrukking “en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekragopleiding, 1981,” in na die woord “vakleerling” oral waar dit in hierdie klousule voorkom.

(2) In subklousule (1), vervang die syfers “R3,50”, “R5,00”, “R5,50” en “R7,00”, deur onderskeidelik die syfers “R4,50”, “R6,00”, “R6,50” en “R8,50”.

9. Voeg die volgende nuwe klousules 39 en 40 in:

“KLOUSULE 39.—BETALING TEN OPSIGTE VAN PERSONEEL-VERMINDERING

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, moet 'n werkgever wanneer 'n werknemer se diens beëindig word as gevolg van personeelvermindering, aan so 'n werknemer, benewens enige ander betaling wat hom mag toekom in plaas van kennis van diensbeëindiging, 'n bedrag betaal wat gelyk is aan een week se loon vir elke voltooide jaar diens by dieselfde werkgever.

10. KLOUSULE 40.—HERSIENING VAN LONE

Die lone in hierdie Ooreenkoms voorgeskryf is bedingbaar deur die werkgewersorganisasies en die vakbonde op 'n jaarlikse grondslag gereken vanaf 29 Augustus 1988.

(c) Insert the following new subclause (97) (n):

“(n) dismantles or strips down components but shall exclude—

differentials, gearboxes, complete engines, power steering, components controlled by computerisation, control devices on front-wheel drives (trans-axes);”

3. CLAUSE 14.—TERMINATION OF SERVICE

In subclause (1), substitute the word “week's” for the word “shift's”.

4. CLAUSE 21.—SPECIAL PROVISIONS RELATING TO WATCHMEN

In subclause (3), substitute the figure “R100,24” for the figure “R74,25”.

5. CLAUSE 25.—MOTOR INDUSTRY DEVELOPMENT FUND

(1) In subclause (1) (a), delete the expression “BR”.

(2) In subclause (1) (b) delete the expression “TVL”.

(3) Insert the following new subclause (1) (c):

“(1) (c) Every employer in Region BR shall not later than the 10th day of each month forward to the secretary of the Regional Council concerned a Motor Industry Development Fund levy of 15c per week for every employee in respect of whom the employer pays the Council levy in terms of clause 11 of this Division.”

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

“(1) (d) Every employer in Region TVL shall not later than the 10th day of each month forward to the secretary of the Regional Council concerned a Motor Industry Development Fund levy of 30c per week for every employee in respect of whom the employer pays the Council levy in terms of clause 11 of this Division.”

6. CLAUSE 31.—SICK LEAVE

(1) In subclause (1), delete the expression “but subject to the provisions of subclause (2) hereof.”

(2) Delete subclause (2).

7. CLAUSE 34.—CONTINGENCY RESERVE

(1) In subclause (2), insert the following new paragraph (iii):

“(iii) subject to paragraph (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of either the Motor Industry Employees' Union of South Africa or the National Union of Metalworkers of South Africa, be credited separately in the books of account of the Council in accounts to be styled respectively the A Contingency Account and the C Contingency Account.”

8. CLAUSE 35.—ADDITIONAL HOLIDAY PAY FOR APPRENTICES

(1) Insert the expression “and trainees undergoing training under the Manpower Training Act, 1981” immediately after the word “apprentice” wherever it appears in this clause.

(2) In subclause (1), substitute the figures “R4,50”, “R6,00”, “R6,50” and “R8,50”, respectively for the figures “R3,50”, “R5,00”, “R5,50”, and “R7,00”.

(9) Insert the following new clauses 39 and 40:

“CLAUSE 39.—RETRENCHMENT PAY

Notwithstanding anything to the contrary contained in this Agreement, an employer shall whenever an employee's services are terminated for the reason that he is retrenched, pay to such an employee, in addition to any payment that may be due in lieu of notice of termination of services, a sum equal to one week's wages for each completed year of service with that employer.

10. CLAUSE 40.—REVISION OF WAGES

The wages prescribed in terms of this Agreement shall be negotiable by the employers' organisations and the trade unions on a yearly basis reckoned from 29 August 1988.

AFDELING B**11. KLOUSULE 1.—TOEPASSINGSBESTEK**

(1) In subklousule (2), vervang die syfers "R26 000" en "R20 800", deur onderskeidelik die syfers "R30 000" en "R24 000".

(2) In subklousule (4) (a), vervang die syfers "R1 000" en "R230,76" deur onderskeidelik die syfers "R1 400" en "R323,08".

(3) In subklousule (4) (b), vervang die syfers "R825" en "R190,38" deur onderskeidelik die syfers "R1 155" en "R266,54".

12. KLOUSULE 3.—LONE

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

"LOONBYLAE*Minimum loon*

Klas werknemer	Gebied A		Ander Gebiede	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
(a) Winkelassistent /verkoops persoon en/of klerk—				
gedurende eerste jaar ondervinding.....	113,85	493,35	103,05	446,55
gedurende tweede jaar ondervinding ..	134,55	583,05	117,90	510,90
gedurende derde jaar ondervinding.....	153,90	666,90	140,40	608,40
daarna.....	212,85	922,35	198,45	859,95
(b) Motorvoertuigverkoops persoon—				
gedurende eerste jaar ondervinding.....	105,30	456,30	93,15	403,65
daarna.....	190,35	824,85	178,65	774,15
			<i>Alle gebiede</i>	
			Per week	Per maand
			R	R
(c) Handelsreisiger—				
gedurende eerste jaar ondervinding.....			161,10	698,10
daarna.....			212,85	922,35
(d) Ponskaartbediener—				
gedurende eerste ses maande ondervinding			115,65	501,15
daarna.....			166,05	719,55
(e) Leweransier-verkoops persoon—				
gedurende eerste jaar ondervinding.....			160,20	694,20
gedurende tweede jaar ondervinding			193,50	838,50
gedurende derde jaar ondervinding			215,10	932,10
daarna.....			236,70	1 025,70
(f) Deeltydse werknemers			*	*

* Een elfde van die minimum weekloon wat in (a) hiervan vir klerke voorgeskryf word, vir gewone tyd gewerk op elke dag in 'n bepaalde week of een ses-en-veertigste van sodanige voorgeskrewe minimum weekloon vir elke uur of gedeelte van 'n uur gewone tyd gewerk in 'n bepaalde week, nl. die grootste bedrag."

13. KLOUSULE 10.—VERSKAFFING VAN OORPAKKE

Vervang subklousule (5) deur die volgende:

"(5) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig."

AFDELING C—HOOFSTUK I**14. KLOUSULE 2.—WOORDOMSKRYWING**

(1) In subklousule (4)—

(a) in paragraaf (a), voeg die uitdrukking "bakkentekens, bagasiebakdeksels en agterklappe" in tussen die uitdrukkinge "bakke" en "baklyswerk";

DIVISION B**11. CLAUSE 1.—SCOPE OF APPLICATION**

(1) In subclause (2), substitute the figures "R30 000" and "R24 000" respectively for the figures "R26 000" and "R20 800".

(2) In subclause (4) (a), substitute the figures "R1 400" and "R323,08" respectively for the figures "R1 000" and "R203,76".

(3) In subclause (4) (b), substitute the figures "R1 155" and "R266,54" respectively for the figures "R825" and "R190,38".

12. CLAUSE 3.—WAGES

In subclause (1), substitute the following for the Wage Schedule:

"WAGE SCHEDULE

Class of employee	Minimum wages			
	Areas A		Other areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
(a) Shop assistant/sales person and/or clerical employee—				
during first year of experience.....	113,85	493,35	103,05	446,55
during second year of experience.....	134,55	583,05	117,90	510,90
during third year of experience.....	153,90	666,90	140,40	608,40
thereafter	212,85	922,35	198,45	859,95
(b) Motor vehicle sales person—				
during first year of experience.....	105,30	456,30	93,15	403,65
thereafter	190,35	824,85	178,65	774,15
			<i>All areas</i>	
			per week	per month
			R	R
(c) Traveller—				
during first year of experience.....			161,10	698,10
thereafter			212,85	922,35
(d) Punch card operator—				
during first six months of experience.....			115,65	501,15
thereafter			166,05	719,55
(e) Supply sales person—				
during first year of experience.....			160,20	694,20
during second year of experience			193,50	838,50
during third year of experience			215,10	932,10
thereafter			236,70	1 025,70
(f) Part-time employees			*	*

* One eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-sixth of such prescribed minimum weekly wages for each hour or part of an hour of ordinary time worked in any one week, whichever amount is the greater."

13. CLAUSE 10.—SUPPLY OF OVERALLS

Substitute the following for subclause (5):

"(5) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983, as amended."

DIVISION C—CHAPTER I**14. CLAUSE 2.—DEFINITIONS**

(1) In subclause (4)—

(a) in paragraph (a), insert the expression "body badges, boot lids and tail gates" between the expressions "bodies" and "body mouldings";

(b) vervang paragraaf (c) deur die volgende:

“(c) die volgende verwyder maar nie vervang nie:

Lugdrade;
volledige voorassamestelle;
samestellende dele van instrumentpaneel;
deure;
buitepanele, waar dit aangesweis word;
voorwielvering;
glas;
voorvere—kronkel- of miktipe;
stuursamestelle;
sondakke;
trekstange en inprop-bedradingseenhede;”.

(c) voeg die volgende nuwe paragraaf (m) in:

“(m) passing van voor- en agterruit;”.

(2) Vervang subklousule (5) deur die volgende:

“(5) ‘skoonmaakster’ ’n werknemer wat hoofsaaklik of uitsluitlik een of meer van die ondergenoemde pligte uitvoer:

Persele, toiletkamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;
voertuie afstof;
posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;
tee of soortgelyke drank berei en/of bedien;
voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;
motorvoertuie was;”.

(3) Voeg die volgende nuwe subklousule (6) A in:

“(6) A ‘algemene werker graad I’ ’n werknemer wat in gebiede “A” die pligte uitvoer soos uiteengesit in subklousule (6) (a) van hierdie klousule;”.

(4) Voeg die volgende nuwe subklousule (9) A in:

“(9) A ‘Werkmanlugversorgermonteur’ ’n werknemer wat net in werkwinkels werk wat hoofsaaklik of uitsluitlik met die installering, versiening en onderhoud van lugversorgers gemoeid is en wat lugversorgers installeer, versien en onderhou;”.

(5) (a) In subklousule (16) (b), voeg die uitdrukking “behalwe waar hulle van die knipskakelaar- of inpropskakelaar-tipes is,” in tussen die woorde “verbinding” en “aan”.

(b) Vervang subklousule (16) (j) deur die volgende:

“(16) (j) wile balanseer met enige masjien wat bedoel is om wile mee te balanseer;”.

(c) Voeg die volgende nuwe subklousule (16) (n) in:

“(n) komponente uitmekaarhaal of stroop maar moet die volgende uitsluit:

Ewenare, retkaste volledige enjins, kragstuurmeganismes, komponente wat deur rekenaars beheer word, kontroleertoestelle op voorwielandrywings (transasse);”.

15. KLOUSULE 3.—LONE

In subklousule (1) van hierdie klousule, vervang die bestaande Loonbylae deur die volgende:

“LOONBYLAE

Klas werknemer	Minimum lone Alle gebiede	
	Per week	Per uur
	R	R
B/A-vakman	299,70	6,66
Dieselpompkamerassistent—		
gedurende eerste ses maande ondervinding	151,20	3,36
daarna	160,20	3,56
Vakman	315,00	7,00
Motorfietswerktuigkundige se assistent—		
gedurende eerste ses maande ondervinding	146,25	3,25
daarna	151,20	3,36
Monteur van nuwe motorvoertuie, motorfiets en motordriewiele	162,90	3,62

(b) substitute the following for paragraph (c):

“(c) removes but does not replace—

aerials;
complete front axle assemblies;
dashboard component parts;
doors;
exterior panels where welded on;
front-wheel suspensions;
glass;
springs, front—coils or wishbone type;
steering assemblies;
sunroofs;
towbars and plug-in wiring units;”.

(c) insert the following new paragraph (m):

“(m) fitting of front and rear windshields;”.

(2) Substitute the following for subclause (5):

“(5) ‘char’ means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
dusting of vehicles;
franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;
making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public;
washing of motor vehicles;”.

(3) Insert the following new subclause (6) A:

“(6) A ‘general worker, Grade I,’ means an employee who in “A” Areas performs the duties enumerated in subclause (6) (a) of this clause;”.

(4) Insert the following new subclause (9) A:

“(9) A ‘operative air-conditioner fitter’ means an employee who is employed only in workshops engaged mainly or exclusively in the installation, servicing and maintenance of air-conditioners and who installs, services and maintains air-conditioners;”.

(5) (a) In subclause (16) (b) insert the expression “except where these are the clip-on or plug-in type” immediately after the word “connections”.

(b) Substitute the following for subclause (16) (j):

“(j) balances wheels with any machine made to balance wheels;”.

(c) Insert the following new subclause (16) (n):

“(n) dismantles or strips down components, but shall exclude—

differentials, gearboxes, complete engines, power steering, components controlled by computerisation, control devices on front-wheel drives (trans-axes);”.

15. CLAUSE 3.—WAGES

In subclause (1) of this clause, substitute the following for the Wage Schedule:

“WAGE SCHEDULE

Class of employee	Minimum wages All areas	
	Per week	Per hour
	R	R
B/A journeyman	299,70	6,66
Diesel pump room assistant—		
during first six months of experience	151,20	3,36
thereafter	160,20	3,56
Journeyman	315,00	7,00
Motor cycle mechanic’s assistant—		
during first six months of experience	146,25	3,25
thereafter	151,20	3,36
New motor vehicle, motor cycle and tricycle assembler	162,90	3,62

Klas werknemer	Minimum lone Alle gebiede		Class of employee		Minimum wages All areas	
	Per week R	Per uur R			Per week R	Per hour R
Werkman-lugversorgermonteur—			Operative air-conditioner fitter—			
gedurende eerste ses maande	119,25	2,65	during first six months	119,25	2,65	
gedurende tweede ses maande	153,90	3,42	during second six months	153,90	3,42	
gedurende derde ses maande	206,10	4,58	during third six months	206,10	4,58	
daarna	315,00	7,00	thereafter	315,00	7,00	
Werkman-uitlaatmonteur—			Operative exhaust fitter—			
gedurende eerste ses maande ondervinding	299,70	6,66	during first six months of experience	299,70	6,66	
daarna	315,00	7,00	thereafter	315,00	7,00	
Werkman-sondakmonteur	245,25	5,45	Operative sunroof fitter	245,25	5,45	
Werkman-stoffeerder	245,25	5,45	Operative upholsterer	245,25	5,45	
Werkman-wielbalanseerder	245,25	5,45	Operative wheel balancer	245,25	5,45	
Verkoelerhersteller—			Radiator repairer—			
gedurende eerste drie maande ondervinding	105,30	2,34	during first three months of experience	105,30	2,34	
daarna	108,90	2,42	thereafter	108,90	2,42	
Bromponiewerker	105,30	2,34	Scooter worker	105,30	2,34	
Diensverkoper	315,00	7,00	Service supply salesman	315,00	7,00	
Speekwielsteller—			Spoke wheel truer—			
gedurende eerste drie maande ondervinding	105,30	2,34	during first three months of experience	105,30	2,34	
daarna	108,90	2,42	thereafter	108,90	2,42	
Toesighouer	161,55	3,59	Supervisor	161,55	3,59	
Vulkaniseerder se werkman, sonder wielbalanse- ring—			Vulcaniser's operative, without wheel balancing—			
gedurende eerste 12 maande ondervinding	105,30	2,34	during first 12 months of experience	105,30	2,34	
daarna	108,90	2,42	thereafter	108,90	2,42	
Vulkaniseerder se werkman, met wielbalansering—			Vulcaniser's operative, with wheel balancing—			
gedurende eerste 12 maande ondervinding	118,35	2,63	during first 12 months of experience	118,35	2,63	
daarna	121,50	2,70	thereafter	121,50	2,70	
Wielsporingswerker	315,00	7,00	Wheel alignment worker	315,00	7,00	
	Gebiede A		Ander Gebiede		A Areas	
	Per week	Per uur	Per week	Per uur	Per week	Per hour
	R	R	R	R	R	R
Motorelektrisiën se assistent—						
gedurende eerste ses						
maande ondervinding....	130,50	2,90	116,55	2,59	130,50	2,90
gedurende tweede ses						
maande ondervinding....	146,25	3,25	132,30	2,94	146,25	3,25
daarna	151,20	3,36	137,25	3,05	151,20	3,36
Skoonmaakster	64,35	1,43	55,80	1,24	64,35	1,43
Drywers van bromponies, motorfiets of ander motor- voertuie met 'n bruto voer- tuigmassa van minder as 3 500 kg	109,35	2,43	97,65	2,17	109,35	2,43
Drywers van motorvoertuie met 'n bruto voertuigmassa van 3 500 kg of meer	113,40	2,52	107,55	2,39	113,40	2,52
Werkman-ratkasdemonteer- der—						
gedurende eerste ses						
maande ondervinding....	130,50	2,90	116,55	2,59	130,50	2,90
gedurende tweede ses						
maande ondervinding....	146,25	3,25	132,30	2,94	146,25	3,25
daarna	151,20	3,36	137,25	3,05	151,20	3,36
Herstelwinkelassistent—						
gedurende eerste ses						
maande ondervinding....	130,50	2,90	116,55	2,59	130,50	2,90
gedurende tweede ses						
maande ondervinding....	146,25	3,25	132,30	2,94	146,25	3,25
daarna	151,20	3,36	137,25	3,05	151,20	3,36
Bakwinkelassistent—						
gedurende eerste ses						
maande ondervinding....	130,50	2,90	116,55	2,59	130,50	2,90
gedurende tweede ses						
maande ondervinding....	146,25	3,25	132,30	2,94	146,25	3,25
daarna	151,20	3,36	137,25	3,05	151,20	3,36
Batteryhersteller—						
gedurende eerste 12						
maande ondervinding....	121,95	2,71	113,40	2,52	121,95	2,71
daarna	139,95	3,11	130,50	2,90	139,95	3,11
	Gebiede A		Gebiede B		Gebiede C	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
	R	R	R	R	R	R
Algemene werker 108,00	2,40	71,55	1,59	65,25	1,45	
	Gebied A		A Areas		B Areas	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
	R	R	R	R	R	R
Algemene werker graad I	85,50	1,90''				
	A Areas		B Areas		C Areas	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
	R	R	R	R	R	R
General worker ...	108,00	2,40	71,55	1,59	65,25	1,45
	A Areas		B Areas		C Areas	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
	R	R	R	R	R	R
General worker, Grade I	85,50	1,90''				

16. KLOUSULE 10.—JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

In subklousules (11) (a), (b), (c), (d), (d) (i), (d) (ii), (d) (iii), (d) (iv), (d) (v) en (14), voeg die uitdrukking "werkman-lugversorgermonteur" in tussen die uitdrukking "B/A vakman" en "werkman-uitlaatmonteur" waar hierdie uitdrukking oral voorkom.

17. KLOUSULE 11.—ADDISIONELE VAKANSIEBESOLDIGING

(1) In subklousule (1), vervang die syfer "R9" deur die syfer "R11".

(2) In subklousules (1), (1) (i), (ii), (3) (a), (3) (b) en (4), voeg die uitdrukking "werkman-lugversorgermonteur" in tussen die uitdrukking "B/A vakman" en "werkman-uitlaatmonteur" waar hierdie uitdrukking oral voorkom.

(3) Voeg die volgende nuwe subklousule (8) in:

"(8) (a) Werknemers vir wie addisionele vakansiebesoldiging nie ingevolge hierdie Ooreenkoms voorgeskryf word nie en wat vir betaalde jaarlikse verlof kwalifiseer, moet deur hul werkgevers 'n vakansiebonus betaal word.

(b) Die bedrag van die vakansiebonus in paragraaf (a) bedoel, moet gelykstaande wees met een week se loon.

(c) Die vakansiebonus is verskuldig en betaalbaar op dieselfde datum as die waarop die jaarlikse verlof verskuldig word."

18. KLOUSULE 12.—VERSKAFFING VAN OORPAKKE

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

"(1) Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, drywers en algemene werkers, drie eerstegraadse oorpakke aan die begin van elke jaarlikse dienssiklus gratis verskaf; met dien verstande dat twee oorpakke aan die begin van die siklus verskaf word en die derde oorpak na ses maande diens."

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

"(6) *Beskermende klere*.—Werkgevers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig."

19. KLOUSULE 13.—VERSKAFFING VAN GEREEDSKAP

(1) In subklousules (6) en (7) vervang die syfer "R2 000" deur die syfer "R2 500".

AFDELING C—HOOFSTUK II, DEEL I**20. KLOUSULE 2.—WOORDOMSKRYWING**

Vervang subklousule (1) deur die volgende:

"(1) 'skoonmaakster' 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die ondergenoemde pligte uitvoer:

Persele, toiletkamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

motorvoertuie was;"

21. KLOUSULE 4.—LONE

Vervang die lone in hierdie klousule deur die volgende:

<i>"Klas werknemer"</i>	<i>Loon per week (Alle gebiede)</i>
	R
Skoonmaakster	69,30 (R1,54 per uur)
Vakman	315,00 (R7,00 per uur)
Algemene werknemer	121,50 (R2,70 per uur)"

22. KLOUSULE 7.—ADDISIONELE VAKANSIEBESOLDIGING

(1) In subklousule (1), vervang die syfer "R9" deur die syfer "R11".

(2) Voeg die volgende nuwe subklousule (11) in:

"(11) (a) Werknemers vir wie addisionele vakansiebesoldiging nie ingevolge hierdie Ooreenkoms voorgeskryf word nie, en wat vir betaalde jaarlikse verlof kwalifiseer, moet deur hul werkgevers 'n vakansiebonus betaal word.

(b) Die bedrag van die vakansiebonus in paragraaf (a) bedoel moet gelykstaande wees aan een week se loon.

(c) Die vakansiebonus is verskuldig en betaalbaar op dieselfde datum as die waarop die jaarlikse verlof verskuldig word."

16. CLAUSE 10.—ANNUAL LEAVE AND ACCRUED LEAVE PAY

In subclauses (11) (a), (b), (c), (d), (d) (i), (d) (ii), (d) (iii), (d) (iv), (d) (v) and (14), insert the expression "operative air-conditioner fitter" between the expression "B/A journeyman" and the expression "operative exhaust fitter" wherever the latter expressions occur.

17. CLAUSE 11.—ADDITIONAL HOLIDAY PAY

(1) In subclause (1), substitute the figure "R11,00" for the figure "R9".

(2) In subclauses (1), (1) (i), (1) (ii), (3) (a), (3) (b) and (4) insert the expression "operative air-conditioner fitter" between the expression "B/A journeyman" and the expression "operative exhaust fitter" wherever the latter expressions occur.

(3) Insert the following new subclause (8):

"(8) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in paragraph (a) shall be one week's wages.

(c) The holiday bonus shall become due and payable on the same date on which the annual leave falls due."

18. CLAUSE 12.—SUPPLY OF OVERALLS

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

"(1) Every employer shall supply, free of charge, to each of his employees, other than chars, watchmen, general workers and drivers, three first grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment."

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

"(6) *Protective clothing*.—Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983, as amended."

19. CLAUSE 13.—SUPPLY OF TOOLS

In subclauses (6) and 7, substitute the figure "R2 500" for the figure "R2 000".

DIVISION C—CHAPTER II, PART I**20. CLAUSE 2.—DEFINITIONS**

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

"(1) 'char' means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;"

21. CLAUSE 4.—WAGES

Substitute the following for the wages in this clause:

<i>"Class of employee"</i>	<i>Wages per week (all areas)</i>
	R
Char	69,30 (R1,54 per hour)
Journeyman	315,00 (R7,00 per hour)
General operative	121,50 (R2,70 per hour)"

22. CLAUSE 7.—ADDITIONAL HOLIDAY PAY

(1) In subclause (1), substitute the figure "R11" for the figure "R9".

(2) Insert the following new subclause (11):

"(11) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in paragraph (a) shall be one week's wages.

(c) The holiday bonus shall become due and payable on the same date on which the annual leave falls due."

23. KLOUSULE 13.—VERSKAFFING VAN OORPAKKE

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

“(1) Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, drywers en algemene werkers, drie eerste- en tweede-klas oorpakke aan die begin van elke jaarlikse dienssiklus gratis verskaf: Met dien verstande dat twee oorpakke aan die begin van die siklus verskaf word, en die derde oorpak na ses maande diens.”

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

“(2) Werkgevers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig.”

24. KLOUSULE 14.—VERSKAFFING VAN GEREEDSKAP

In subklousules (5) en (6) vervang die syfer “R2 000” deur die syfer “R2 500”.

AFDELING C—HOOFSTUK II, DEEL II**25. KLOUSULE 3.—WOORDOMSKRYWING**

Vervang subklousule (1) deur die volgende:

“(1) ‘skoonmaakster’ ’n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

- Persele, toilet kamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;
- voertuie afstof;
- posstukke franker, briewe in koevert plaas, posstukke en ander dokumentasie afhaal en aflewer;
- tee of soortgelyke drankte berei en/of bedien;
- voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;
- motorvoertuie was;”

26. KLOUSULE 5.—LONE

Vervang die Loonbylae in hierdie klousule deur die volgende:

“BYLAE**DEEL A.—DIVERSE**

<i>Klas werknemer</i>	<i>Loon per week (Alle gebiede)</i>
	R
Skoonmaakster	69,30 (R1,54 per uur)
Vakman	315,00 (R7,00 per uur)
Algemene werkmans	121,50 (R2,70 per uur)
Werkman graad BV—	
gedurende eerste ses maande ondervinding	137,25 (R3,05 per uur)
daarna	164,70 (R3,66 per uur)
Masjiensteller—	
gedurende eerste jaar ondervinding	140,85 (R3,13 per uur)
gedurende tweede jaar ondervinding	156,60 (R3,48 per uur)
daarna	196,20 (R4,36 per uur)

DEEL B.—WERKMANNE

<i>Klas werknemer</i>	<i>Loon per week (Alle gebiede)</i>
	R
Werkman graad CV—	
gedurende eerste ses maande ondervinding	137,25 (R3,05 per uur)
daarna	156,60 (R3,48 per uur)
Werkman graad DV—	
gedurende eerste ses maande ondervinding	140,85 (R3,13 per uur)
daarna	156,60 (R3,48 per uur)”

AFDELING C—HOOFSTUK III**27. KLOUSULE 2.—WOORDOMSKRYWING**

Vervang subklousule (1) deur die volgende:

“(1) ‘skoonmaakster’ ’n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

- Persele, toilet kamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;

23. CLAUSE 13.—SUPPLY OF OVERALLS

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

“(1) Every employer shall supply, free of charge, to each of his employees, other than char, watchmen, drivers and general workers, three first-grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment.”

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

“(2) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983, as amended.”

24. CLAUSE 14.—SUPPLY OF TOOLS

In subclause (5) and (6), substitute the figure “R2 500” for the figure “R2 000”.

DIVISION C—CHAPTER II, PART II**25. CLAUSE 3.—DEFINITIONS**

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

“(1) ‘char’ means an employee mainly or exclusively employed in any one or more of the following duties:

- Cleaning and/or washing premises, toilets, furniture utensils or similar articles;
- dusting of vehicles;
- franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;
- making and/or serving tea or similar beverages;
- preparing and/or serving food not for sale to the public;
- washing of motor vehicles;”

26. CLAUSE 5.—WAGES

Substitute the following for the Wage Schedule in this clause:

“SCHEDULE**PART A.—MISCELLANEOUS**

<i>Class of employee</i>	<i>Wages per week (All areas)</i>
	R
Char	69,30 (R1,54 per hour)
Journeyman	315,00 (R7,00 per hour)
General operative	121,50 (R2,70 per hour)
Operative, Grade BV—	
during first six months of experience	137,25 (R3,05 per hour)
thereafter	164,70 (R3,66 per hour)
Machine setter—	
during first year of experience	140,85 (R3,13 per hour)
during second year of experience	156,60 (R3,48 per hour)
thereafter	196,20 (R4,36 per hour)

PART B.—OPERATIVES

<i>Class of employee</i>	<i>Wages per week (All areas)</i>
	R
Operative, Grade CV—	
during first six months of experience	137,25 (R3,05 per hour)
thereafter	156,60 (R3,48 per hour)
Operative, Grade DV—	
during first six months of experience	140,85 (R3,13 per hour)
thereafter	156,60 (R3,48 per hour)”

DIVISION C—CHAPTER III**27. CLAUSE 2.—DEFINITIONS**

Substitute the following for subclause (1):

“(1) ‘char’ means an employee mainly or exclusively employed in any one or more of the following duties:

- Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

voertuie afstof;
posstukke frankeer, briewe in koeverte plaas;
Posstukke en ander dokumentasie afhaal en aflewer;
tee of soortgelyke drank berei en/of bedien;
voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;
motorvoertuie was;"

28. KLOUSULE 4.—LONE

Vervang die Loonbylae in hierdie klousule deur die volgende:

"BYLAE**DEEL A.—DIVERSE**

Klas werknemer	Loon per week (Alle gebiede)
	R
Skoonmaakster	69,30 (R1,54 per uur)
Vakman	315,00 (R7,00 per uur)
Algemene werker	121,50 (R2,70 per uur)

DEEL B.—WERKMANNE WAT VIR 'N STELBONUS IN AANMERKING KAN KOM

Klas werknemer	Loon per week (Alle gebiede)
	R
Werkman graad 1—	
gedurende eerste jaar ondervinding.....	121,50 (R2,70 per uur)
daarna.....	126,00 (R2,80 per uur)
Werkman graad 2—	
gedurende eerste jaar ondervinding.....	133,20 (R2,96 per uur)
daarna.....	135,45 (R3,01 per uur)
Werkman graad 3—	
gedurende eerste jaar ondervinding.....	135,45 (R3,01 per uur)
daarna.....	137,25 (R3,05 per uur)
Werkman graad 4—	
gedurende eerste jaar ondervinding.....	137,25 (R3,05 per uur)
daarna.....	164,70 (R3,66 per uur)
Werkman graad 5—	
gedurende eerste ses maande ondervinding.....	164,70 (R3,66 per uur)
daarna.....	171,90 (R3,82 per uur)
Uitsnyer—	
gedurende eerste drie maande ondervinding.....	135,45 (R3,01 per uur)
gedurende volgende nege maande ondervinding.....	139,50 (R3,10 per uur)
daarna.....	143,55 (R3,19 per uur)
Snyer—	
gedurende eerste 18 maande ondervinding.....	121,50 (R2,70 per uur)
gedurende tweede 18 maande ondervinding.....	133,20 (R2,96 per uur)
daarna.....	184,05 (R4,09 per uur)
Masjiensteller—	
gedurende eerste jaar ondervinding.....	140,85 (R3,13 per uur)
gedurende tweede jaar ondervinding.....	156,60 (R3,48 per uur)
daarna.....	196,20 (R4,36 per uur)
Patroonsnyermaker—	
gedurende eerste jaar ondervinding.....	129,60 (R2,88 per uur)
daarna.....	135,45 (R3,01 per uur)
Masjienstikker—	
gedurende eerste drie maande ondervinding.....	121,50 (R2,70 per uur)
gedurende tweede drie maande ondervinding.....	123,75 (R2,75 per uur)
gedurende derde drie maande ondervinding.....	125,55 (R2,79 per uur)
daarna.....	130,05 (R2,89 per uur)
Herhalingskontroleur.....	133,20 (R2,96 per uur)
Werkman-toesighouer.....	156,60 (R3,48 per uur)"

dusting of vehicles;
franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;
making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public;
washing of motor vehicles;"

28. CLAUSE 4.—WAGES

Substitute the following for the Wage Schedule in this clause:

"SCHEDULE**PART A.—MISCELLANEOUS**

Class of employee	Wages per week (All areas)
	R
Char.....	69,30 (R1,54 per hour)
Journeyman.....	315,00 (R7,00 per hour)
General worker.....	121,50 (R2,70 per hour)

PART B.—OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Class of employee	Wages per week (All areas)
	R
Operative, Grade 1—	
during first year of experience.....	121,50 (R2,70 per hour)
thereafter.....	126,00 (R2,80 per hour)
Operative, Grade 2—	
during first year of experience.....	133,20 (R2,96 per hour)
thereafter.....	135,45 (R3,01 per hour)
Operative, Grade 3—	
during first year of experience.....	135,45 (R3,01 per hour)
thereafter.....	137,25 (R3,05 per hour)
Operative, Grade 4—	
during first year of experience.....	137,25 (R3,05 per hour)
thereafter.....	164,70 (R3,66 per hour)
Operative, Grade 5—	
during first six months of experience....	164,70 (R3,66 per hour)
thereafter.....	171,90 (R3,82 per hour)
Chopper out—	
During first three months of experience	135,45 (R3,01 per hour)
during next nine months of experience	139,50 (R3,10 per hour)
thereafter.....	143,55 (R3,19 per hour)
Cutter—	
during first 18 months of experience	121,50 (R2,70 per hour)
during second 18 months of experience	133,20 (R2,96 per hour)
thereafter.....	184,05 (R4,09 per hour)
Machine setter—	
during first year of experience.....	140,85 (R3,13 per hour)
during second year of experience	156,60 (R3,48 per hour)
thereafter.....	196,20 (R4,36 per hour)
Pattern cutter maker—	
during first year of experience.....	129,60 (R2,88 per hour)
thereafter.....	135,45 (R3,01 per hour)
Seaming machinist—	
during first three months of experience	121,50 (R2,70 per hour)
during second three months of experience.....	123,75 (R2,75 per hour)
during third three months of experience	125,55 (R2,79 per hour)
thereafter.....	130,05 (R2,89 per hour)
Repetitive checker.....	133,20 (R2,96 per hour)
Operative supervisor.....	156,60 (R3,48 per hour)"

29. KLOUSULE 12.—ADDISIONELE VAKANSIEBESOLDIGING

- (1) In subklousule (1), vervang die syfer "R9" deur die syfer "R11".
- (2) Voeg die volgende nuwe subklousule (11) in:

"(11) (a) Werknemers vir wie addisionele vakansiebesoldiging ingevolge hierdie Ooreenkoms nie voorgeskryf word nie, en wat vir betaalde jaarlikse verlof kwalifiseer, moet deur hul werkgevers 'n vakansiebonus betaal word.

(b) Die bedrag van die vakansiebonus in subklousule (a), bedoel moet gelyk wees aan een week se loon.

(c) Die vakansiebonus is verskuldig en betaalbaar op dieselfde datum as dié waarop die jaarlikse verlof verskuldig word."

30. KLOUSULE 13.—OORPAKKE

Vervang subklousule (2) deur die volgende:

"(2) Werkgevers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of kleres verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig."

AFDELING C.—HOOFSTUK IV**31. KLOUSULE 2.—WOORDOMSKRYWING**

Vervang subklousule (1) deur die volgende:

"(1) 'skoonmaakster' 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

Persele, toiletkamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;
voertuie afstof;
posstukke franker, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;
tee of soortgelyke drankte berei en/of bedien;
voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;
motorvoertuie was;"

32. KLOUSULE 4.—LONE

Vervang die Loonbylae in hierdie klousule deur die volgende:

"LOONBYLAE

Klas werknemer	Loon per week (Alle gebiede)			
	R			
Dieselpompkamerassistent—				
gedurende eerste ses maande ondervinding	151,20	(R3,36 per uur)		
daarna	160,20	(R3,56 per uur)		
Enjinstroper	119,25	(R2,65 per uur)		
Vakman	315,00	(R7,00 per uur)		
Werkman-enjinmonteur	299,70	(R6,66 per uur)		
Werkman-masjinis:				
Gekwalifiseer	234,90	(R5,22 per uur)		
Ongekwalifiseer	175,50	(R3,90 per uur)		
Wag	100,24	(geen uurlikse loon)		
	Gebiede A Ander Gebiede			
	Per week	Per uur	Per week	Per uur
	R	R	R	R
Skoonmaakster	64,35	1,43	55,80	1,24
Drywers van bromponies, motorfietse of ander motorvoertuie met 'n bruto voertuigmassa van minder as 3 500 kg	102,15	2,27	97,65	2,17
Drywers van motorvoertuie met 'n bruto voertuigmassa van 3 500 kg of meer	113,40	2,52	107,55	2,39
	Gebiede A Gebiede B Gebiede C			
	Per week	Per uur	Per week	Per uur
	R	R	R	R
Algemene werker	108,00	2,40	71,55	1,59
			65,25	1,45"

29. CLAUSE 12.—ADDITIONAL HOLIDAY PAY

- (1) In subclause (1), substitute the figure "R11" for the figure "R9".
- (2) Insert the following new subclause (11):

"(11) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in subclause (a) shall be one week's wages.

(c) The holiday bonus shall become due and payable on the same date on which the annual leave falls due."

30. CLAUSE 13.—OVERALLS

Substitute the following for subclause (2):

"(2) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983, as amended."

DIVISION C—CHAPTER IV**31. CLAUSE 2—DEFINITIONS**

Substitute the following for subclause (1):

"(1) 'char' means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles; dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;"

32. CLAUSE 4.—WAGES

Substitute the following for the Wage Schedule in this clause:

"WAGE SCHEDULE

Class of employee	Wages per week (All areas)			
	R			
Diesel pump room assistant—				
during first six months of experience	151,20	(R3,36 per hour)		
thereafter	160,20	(R3,56 per hour)		
Engine stripper	119,25	(R2,65 per hour)		
Journeyman	315,00	(R7,00 per hour)		
Operative engine assembler	299,70	(R6,66 per hour)		
Operative machinist:				
Qualified	234,90	(R5,22 per hour)		
Unqualified	175,50	(R3,90 per hour)		
Watchman	100,24	(no hourly rate)		
	A Areas Other Areas			
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Char	64,35	1,43	55,80	1,24
Drivers of scooters, motor cycles or other motor vehicles with a gross vehicle mass of less than 3 500 kg	102,15	2,27	97,65	2,17
Drivers of motor vehicles with a gross vehicle mass of 3 500 kg or more	113,40	2,52	107,55	2,39
	A Areas B Areas C Areas			
	Per week	Per hour	Per week	Per hour
	R	R	R	R
General worker	108,00	2,40	71,55	1,59
			65,25	1,45"

33. KLOUSULE 12.—ADDISIONELE VAKANSIEBESOLDIGING

(1) In subklousule (2), vervang die syfer "R9" deur die syfer "R11".

(2) Voeg die volgende nuwe subklousule (14) in:

"(14) (a) Werknemers vir wie addisionele vakansiebesoldiging kragtens hierdie Ooreenkoms nie voorgeskryf word nie, en wat vir betaalde jaarlikse verlof kwalifiseer, moet deur hul werkgevers 'n vakansiebonus betaal word.

(b) Die bedrag van die vakansiebonus in subklousule (a) bedoel, moet gelyk wees aan een week se loon.

(c) Die vakansiebonus is verskuldig en betaalbaar op dieselfde datum as dié waarop die jaarlikse verlof verskuldig word."

34. KLOUSULE 13.—VERSKAFFING VAN OORPAKKE

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

"(1) Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, drywers en algemene werkers, drie eerstegraadse oorpakke aan die begin van elke jaarlikse dienssiklus gratis verskaf: Met dien verstande dat twee oorpakke aan die begin van die siklus verskaf word en die derde oorpak na ses maande diens."

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

"(6) *Beskermende klere*.—Werkgevers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig."

35. KLOUSULE 14.—VERSKAFFING VAN GEREEDSKAP

In subklousule (3) (d) en (3) (d) (iii), vervang die syfer "R2 000" deur die syfer "R2 500".

AFDELING C—HOOFSTUK V**36. KLOUSULE 2.—WOORDOMSKRYWING**

Vervang subklousule (3) deur die volgende:

"(3) 'skoonmaakster' 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

Persele, toiletkamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

motorvoertuie was;"

37. KLOUSULE 4.—LONE

Vervang die Loonbylae in hierdie klousule deur die volgende:

"LOONBYLAE**DEEL A.—DIVERSE**

Klas werknemer	Loon per week (Alle gebiede)
R	
Remtrommelskiller—	
gedurende eerste jaar ondervinding	140,85 (R3,13 per uur)
gedurende tweede jaar ondervinding	156,60 (R3,48 per uur)
daarna	207,90 (R4,62 per uur)
Skoonmaakster	64,35 (R1,43 per uur)
Koppelaardeksele-monteerster—	
gedurende eerste ses maande ondervinding	154,35 (R3,43 per uur)
daarna	173,70 (R3,86 per uur)
Vakman	315,00 (R7,00 per uur)
Algemene werker	121,50 (R2,70 per uur)
Ankerwikkelaar—	
gedurende eerste drie maande ondervinding	137,25 (R3,05 per uur)
daarna	164,70 (R3,66 per uur)
Masjiensetter—	
gedurende eerste jaar ondervinding	125,10 (R2,78 per uur)
gedurende tweede jaar ondervinding	140,85 (R3,13 per uur)
daarna	196,20 (R4,36 per uur)
Werkman-toesighouer	156,60 (R3,48 per uur)

33. CLAUSE 12.—ADDITIONAL HOLIDAY PAY

(1) In subclause (2), substitute the figure "R11" for the figure "R9".

(2) Insert the following new subclause (14):

"(14) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in subclause (a) shall be one week's wages.

(c) The holiday bonus shall become due and payable on the same date on which the annual leave falls due."

34. CLAUSE 13.—SUPPLY OF OVERALLS

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

"(1) Every employer shall supply, free of charge, to each of his employees, other than char, watchmen, drivers and general workers, three first-grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six month's employment."

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

"(6) *Protective clothing*.—Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983, as amended."

35. CLAUSE 14.—SUPPLY OF TOOLS

In subclause (3) (d) and (3) (d) (iii), substitute the figure "R2 500" for the figure "R2 000".

DIVISION C—CHAPTER V**36. CLAUSE 2.—DEFINITIONS**

Substitute the following for subclause (3):

"(3) 'char' means employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;"

37. CLAUSE 4.—WAGES

Substitute the following for the Wage Schedule in this clause:

"WAGE SCHEDULE**PART A.—MISCELLANEOUS**

Class of employee	Wages per week (All areas)
R	
Brake drum skimmer—	
during first year of experience	140,85 (R3,13 per hour)
during second year of experience	156,60 (R3,48 per hour)
thereafter	207,90 (R4,62 per hour)
Char	64,35 (R1,43 per hour)
Clutch cover assembly setter—	
during first six months of experience	154,35 (R3,43 per hour)
thereafter	173,70 (R3,86 per hour)
Journeyman	315,00 (R7,00 per hour)
General worker	121,50 (R2,70 per hour)
Armature winder—	
during first three months of experience	137,25 (R3,05 per hour)
thereafter	164,70 (R3,66 per hour)
Machine setter—	
during first year of experience	125,10 (R2,78 per hour)
during second year of experience	140,85 (R3,13 per hour)
thereafter	196,20 (R4,36 per hour)
Operative supervisor	156,60 (R3,48 per hour)

DEEL B.—WERKMANNE

<i>Klas werknemer</i>	<i>Loon per week (Alle gebiede)</i>
	R
Werkman graad AR—	
gedurende eerste drie maande ondervinding	121,50 (R2,70 per uur)
daarna	124,65 (R2,77 per uur)
Werkman graad BR—	
gedurende eerste ses maande ondervinding	128,70 (R2,86 per uur)
daarna	129,60 (R2,88 per uur)
Werkman graad CR—	
gedurende eerste ses maande ondervinding	132,75 (R2,95 per uur)
daarna	140,85 (R3,13 per uur)

38. KLOUSULE 12.—ADDISIONELE VAKANSIEBESOLDIGING

(1) In subklousule (1), vervang die syfer "R9" deur die syfer "R11".

(2) Voeg die volgende nuwe subklousule (11) in:

"(11) (a) Werknemers vir wie addisionele vakansiebesoldiging ingevolge hierdie Ooreenkoms nie voorgeskryf word nie en wat vir betaalde jaarlikse verlof kwalifiseer, moet deur hul werkgevers 'n vakansiebonus betaal word.

(b) Die bedrag van die vakansiebonus in subklousule (a) bedoel, moet gelyk wees aan een week se loon.

(c) Die vakansiebonus is verskuldig en betaalbaar op dieselfde datum as dié waarop die jaarlikse verlof verskuldig word."

39. KLOUSULE 13.—OORPAKKE

Vervang subklousule (2) deur die volgende:

"(2) Werkgevers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of klere verskaf ooreenkomstig enige toepasslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig."

Namens die Partye op hede die 24ste dag van Junie 1988 te Durban onderteken.

J. SCHUURMANS-STEKHOVEN,

President van die Raad.

W. DE KLERK,

Vise-president van die Raad.

H. C. L. LOOCK,

Sekretaris van die Raad.

No. R. 1687

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID.—WYSIGING VAN 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 29 Augustus 1988 en vir die tydperk wat op 1 Februarie 1991 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.

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

PART B.—OPERATIVES

<i>Class employees</i>	<i>Wages per week (All areas)</i>
	R
Operative, Grade AR—	
during first three months of experience	121,50 (R2,70 per hour)
thereafter	124,65 (R2,77 per hour)
Operative, Grade BR—	
during first six months of experience	128,70 (R2,86 per hour)
thereafter	129,60 (R2,88 per hour)
Operative, Grade CR—	
during first six months of experience	132,75 (R2,95 per hour)
thereafter	140,85 (R3,13 per hour)

38. CLAUSE 12.—ADDITIONAL HOLIDAY PAY

(1) In subclause (1), substitute the figure "R11" for the figure "R9".

(2) Insert the following new subclause (11):

"(11) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of holiday bonus referred to in subclause (a) shall be one week's wages.

(c) The holiday bonus shall become due and payable on the same date on which the annual leave falls due."

39. CLAUSE 13.—OVERALLS

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

"(2) Employers shall provide their employees free of charge with articles of personal protective equipment and clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983, as amended."

Signed at Durban, on behalf of the parties, this 24th day of June 1988.

J. SCHUURMANS-STEKHOVEN,

President of the Council.

W. DE KLERK,

Vice-President of the Council.

H. C. L. EOOCK,

Secretary of the Council.

No. 1687

19 August 1988

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 29 August 1988 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.

BYLAE**DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID****PENSIOENFONDS VIR DIE MOTORNWYWERHEID 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

National Union of Metalworkers of South Africa

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

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

om die Ooreenkoms vir die Pensioenfonds vir die Motornwywerheid, gepubliseer by Goewermenskennisgewing R. 7 van 2 Januarie 1981, soos gewysig en hernieu deur Goewermenskennisgewings R. 1581 van 30 Julie 1982, R. 2319 van 26 Oktober 1984, R. 358 van 28 Februarie 1986, R. 1724 van 15 Augustus 1986 en R. 1800 van 21 Augustus 1987, te wysig.

1. KLOUSULE 2.—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 Motornwywerheid 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 National Union of Metalworkers of South Africa 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 National Union of Metalworkers of South Africa 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 (Goewermenskennisgewing 872, gelees saam met Goewermenskennisgewings 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 Goewermenskennisgewing 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 Goewermenskennisgewing 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 Goewermenskennisgewing 790 van 30 Mei 1963 deel uitgemaak het van die landdrostrik Kroonstad).

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "gewone weeklikse besoldiging" deur die volgende:

"'pensioengewende besoldiging' die bedrag wat 'n werkgewer gewoonlik en/of gereeld aan 'n werknemer betaal, of weekliks of maandeliks, ten opsigte van die gewone ure wat nodig is, om of 'n volle normale week of maand, na gelang van die geval, te voltooi, en omvat dit nie die besoldiging wat 'n werknemer wat in diens is op 'n stukwerk- of kommissie-grondslag ontvang bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op so 'n grondslag in diens was nie;".

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

"'Streek BR' die Streek soos van tyd tot tyd in die Hofooreenkoms vir die Motornwywerheid omskryf;".

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

National Union of Metalworkers 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 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, R. 1724 of 15 August 1986 and R. 1800 of 21 August 1987.

1. CLAUSE 2.—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 National Union of Metalworkers of South Africa who are validly in possession of a Grade CA or CAE membership card issued to them prior to 1 January 1984.

(2) Notwithstanding the provisions of subclause (1), in the case of journeymen who are members of the National Union of Metalworkers of South Africa 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. CLAUSE 3.—DEFINITIONS

(1) Substitute the following definition for the definition "normal weekly remuneration":

"'pensionable remuneration' means the amount which an employer would normally and/or regularly pay an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include any remuneration which an employee who is employed on a piece-work or commission basis receives over and above the amount which he would have received if he had not been employed on such basis;".

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

"'Region-BR' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

- (3) Vervang die omskrywing "Streek OP" deur die volgende:
" 'Streek OP' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;"
- (4) Vervang die omskrywing "Streek NK" deur die volgende:
" 'Streek NK' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;"
- (5) Vervang die omskrywing "Streek NL" deur die volgende:
" 'Streek NL' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;"
- (6) Vervang die omskrywing "Streek OVS" deur die volgende:
" 'Streek OVS' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;"
- (7) Vervang die omskrywing "Streek TVL" deur die volgende:
" 'Streek TVL' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;"
- (8) Vervang die omskrywing "Streek WP" deur die volgende:
" 'Streek WP' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;"

3. KLOUSULE 5.—BYDRAES

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

"(1) (a) Elke vakman vir wie lidmaatskap van die Fonds ingevolge klousule 4 (1) verpligtend is moet 6 persent van sy pensioengewende besoldiging tot die Fonds bydrae ten opsigte van elke week wat hy in die Motornywerheid in diens is: Met dien verstande dat die bydrae bereken en afgerond word ooreenkomstig die verdienstegroep waaronder hy ressorteer in die Bydraetabel gepubliseer as Aanhangsel B van hierdie Ooreenkoms;"

- (2) In subklousule (1) (b) (i) en (ii) vervang die syfer "R5,45" deur die syfer "R7,00".

4. Voeg die volgende nuwe Aanhangsel B in:

"AANHANGSEL B VAN DIE PENSIOENFONDSOOREENKOMS VIR DIE MOTORNYWERHEID

BYDRAETABEL

Weeklikse besoldiging	Maandelikse besoldiging	Verdiens- te groep	Bydrae per week
Vanaf—tot R	Vanaf—tot R		R
0— 261,00	0—1 131,00	A	15,00
261,01— 330,00	1 131,01—1 430,00	B	18,00
330,01— 400,00	1 430,01—1 733,33	C	22,00
400,01— 470,00	1 733,34—2 036,66	D	26,00
470,01— 540,00	2 036,67—2 340,00	E	30,00
540,01— 610,00	2 340,01—2 643,33	F	35,00
610,01— 680,00	2 643,34—2 946,66	G	39,00
680,01— 750,00	2 946,67—3 250,00	H	43,00
750,01— 820,00	3 250,01—3 553,33	I	47,00
820,01— 890,00	3 553,34—3 856,66	J	51,00
890,01— 960,00	3 856,67—4 160,00	K	56,00
960,01—1 030,00	4 160,01—4 463,33	L	60,00
1 030,01—1 100,00	4 463,34—4 766,66	M	64,00
1 100,01—1 170,00	4 766,67—5 070,00	N	68,00
1 170,01—1 240,00	5 070,01—5 373,33	O	72,00
1 240,01—1 310,00	5 373,34—5 676,66	P	77,00
1 310,01—1 380,00	5 676,67—5 980,00	Q	81,00
1 380,01—1 450,00	5 980,01—6 283,33	R	85,00
1 450,01—1 520,00	6 283,34—6 586,66	S	89,00
1 520,01—1 590,00	6 586,67—6 890,00	T	93,00
1 590,01—1 660,00	6 890,01—7 193,33	U	98,00
1 660,01—1 730,00	7 193,34—7 496,66	V	102,00
1 730,01—1 800,00	7 496,67—7 800,00	W	106,00
1 800,01—1 870,00	7 800,01—8 103,33	X	110,00
1 870,01—1 940,00	8 103,34—8 406,66	Y	114,00
1 940,01—2 010,00	8 406,67—8 710,00	Z	119,00".

Namens die partye op hede die 24ste dag van Junie 1988 te Johannesburg onderteken.

W. DE KLERK,
President van die Raad.

F. J. HACKNEY,
Lid van die Raad.

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

- (3) Substitute the following for the definition "Region EP":
" 'Region EP' means that Region as defined from time to time in the Main Agreement for the Motor Industry;"
- (4) Substitute the following for the definition "Region NC":
" 'Region NC' means that Region as defined from time to time in the Main Agreement for the Motor Industry;"
- (5) Substitute the following for the definition "Region NL":
" 'Region NL' means that Region as defined from time to time in the Main Agreement for the Motor Industry;"
- (6) Substitute the following for the definition "Region OFS":
" 'Region OFS' means that Region as defined from time to time in the Main Agreement for the Motor Industry;"
- (7) Substitute the following for the definition "Region TVL":
" 'Region TVL' means that Region as defined from time to time in the Main Agreement for the Motor Industry;"
- (8) Substitute the following for the definition "Region WP":
" 'Region WP' means that Region as defined from time to time in the Main Agreement for the Motor Industry;"

3. CLAUSE 5.—CONTRIBUTIONS

- (1) Substitute the following for subclause (1) (a) of this clause:

"(1) (a) Every journeyman for whom membership of the Fund is compulsory in terms of clause 4 (1) shall contribute 6 per cent of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry: Provided that the contribution shall be calculated and rounded off in accordance with the earnings group within which he falls in the Contribution Table published as Annexure B to this Agreement."

- (2) In subclause (1) (b) (i) and (ii), substitute the figure "R7,00" for the figure "R5,45".

4. Insert the following as Annexure B to this Agreement:

"ANNEXURE B TO THE MOTOR INDUSTRY PENSION FUND AGREEMENT

CONTRIBUTION TABLE

Weekly remuneration	Monthly remuneration	Earnings group	Contribution rate per week
From—To R	From—To R		R
0— 261,00	0—1 131,00	A	15,00
261,01— 330,00	1 131,01—1 430,00	B	18,00
330,01— 400,00	1 430,01—1 733,33	C	22,00
400,01— 470,00	1 733,34—2 036,66	D	26,00
470,01— 540,00	2 036,67—2 340,00	E	30,00
540,01— 610,00	2 340,01—2 643,33	F	35,00
610,01— 680,00	2 643,34—2 946,66	G	39,00
680,01— 750,00	2 946,67—3 250,00	H	43,00
750,01— 820,00	3 250,01—3 553,33	I	47,00
820,01— 890,00	3 553,34—3 856,66	J	51,00
890,01— 960,00	3 856,67—4 160,00	K	56,00
960,01—1 030,00	4 160,01—4 463,33	L	60,00
1 030,01—1 100,00	4 463,34—4 766,66	M	64,00
1 100,01—1 170,00	4 766,67—5 070,00	N	68,00
1 170,01—1 240,00	5 070,01—5 373,33	O	72,00
1 240,01—1 310,00	5 373,34—5 676,66	P	77,00
1 310,01—1 380,00	5 676,67—5 980,00	Q	81,00
1 380,01—1 450,00	5 980,01—6 283,33	R	85,00
1 450,01—1 520,00	6 283,34—6 586,66	S	89,00
1 520,01—1 590,00	6 586,67—6 890,00	T	93,00
1 590,01—1 660,00	6 890,01—7 193,33	U	98,00
1 660,01—1 730,00	7 193,34—7 496,66	V	102,00
1 730,01—1 800,00	7 496,67—7 800,00	W	106,00
1 800,01—1 870,00	7 800,01—8 103,33	X	110,00
1 870,01—1 940,00	8 103,34—8 406,66	Y	114,00
1 940,01—2 010,00	8 406,67—8 710,00	Z	119,00".

Signed at Johannesburg, on behalf of the parties, this 24th day of June 1988.

W. DE KLERK,
President of the Council.

F. J. HACKNEY,
Member of the Council.

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

No. R. 1688

19 Augustus 1988

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 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 29 Augustus 1988 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 verenigings 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 deur Goewermmentskennisgewings R. 2634 van 24 Desember 1980, R. 1582 van 30 Julie 1982, R. 2320 van 26 Oktober 1984, R. 1201 van 30 Mei 1985, R. 1726 van 15 Augustus 1986 en R. 1801 van 21 Augustus 1987, te wysig.

1. KLOUSULE 2.—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 manlike klerke onder die ouderdom van 65 jaar en vroulike klerke onder die ouderdom van 60 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;

No. R. 1688

19 August 1988

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 29 August 1988 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 unions.

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

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MISA PENSION FUND AGREEMENT

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 "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, R. 1726 of 15 August 1986 and R. 1801 of 21 August 1987.

1. CLAUSE 2.—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 male clerical employees under 65 years of age and female clerical employees under 60 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;

(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. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in:

“ ‘pensioengewende besoldiging’ die bedrag wat 'n werkgewer gewoonlik en/of gereeld aan 'n werknemer betaal, of weekliks of maandeliks, ten opsigte van die gewone ure wat nodig is om of 'n volle normale week of maand, na gelang die geval, te voltooi, en omvat dit nie die besoldiging wat 'n werknemer wat op 'n stukwerkgrondslag in diens is, ontvang bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op so 'n grondslag in diens was nie, maar omvat dit kommissie ontvang op die verkoop van goedere: Met dien verstande egter dat alle besoldiging ontvang bo R6 000,00 per maand uitgesluit is;”.

(2) Vervang die omskrywing “Streek BR” deur die volgende:

“ ‘Streek BR’ die Streek soos van tyd tot tyd in die Hoof-ooreenkoms vir die Motornywerheid omskryf;”.

(3) Vervang die omskrywing “Streek OP” deur die volgende:

“ ‘Streek OP’ die Streek soos van tyd tot tyd in die Hoof-ooreenkoms vir die Motornywerheid omskryf;”.

(4) Vervang die omskrywing “Streek NK” deur die volgende:

“ ‘Streek NK’ die Streek soos van tyd tot tyd in die Hoof-ooreenkoms vir die Motornywerheid omskryf;”.

(5) Vervang die omskrywing “Streek NL” deur die volgende:

“ ‘Streek NL’ die Streek soos van tyd tot tyd in die Hoof-ooreenkoms vir die Motornywerheid omskryf;”.

(6) Vervang die omskrywing “Streek OVS” deur die volgende:

“ ‘Streek OVS’ die Streek soos van tyd tot tyd in die Hoof-ooreenkoms vir die Motornywerheid omskryf;”.

(7) Vervang die omskrywing “Streek TVL” deur die volgende:

“ ‘Streek TVL’ die Streek soos van tyd tot tyd in die Hoof-ooreenkoms vir die Motornywerheid omskryf;”.

(8) Vervang die omskrywing “Streek WP” deur die volgende:

“ ‘Streek WP’ die Streek soos van tyd tot tyd in die Hoof-ooreenkoms vir die Motornywerheid omskryf;”.

3. KLOUSULE 6.—BYDRAES

(1) Vervang subklausule (1) van hierdie klausule deur die volgende:

“(1) Elke klerk vir wie lidmaatskap van die Fonds ingevolge klausule 5 (1) verpligtend is, moet 6 persent van sy pensioengewende besoldiging bydra tot die Fonds ten opsigte van elke week wat hy in die Motornywerheid in diens is: Met dien verstande dat die bydrae bereken en afgerond word ooreekomstig die verdienstegroep waaronder hy resorteer in die Bydraetabel gepubliseer as Aanhangsel C van hierdie Ooreenkoms; Voorts met dien verstande dat as 'n klerk 'n loon vir minder as 23 uur in 'n enkele week ontvang of geregtig is om dit te ontvang, geen bydraes vir daardie week deur hom betaalbaar is nie.”.

(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. CLAUSE 3.—DEFINITIONS

(1) Insert the following definition:

“ ‘pensionable remuneration’ means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include any remuneration which an employee who is employed on a piece-work basis receives over and above the amount which he would have received if he had not been employed on such basis, but will include commission received on the sale of goods: Provided, however, that all remuneration received in excess of R6 000,00 per month is excluded;”.

(2) Substitute the following for the definition of “Region BR”:

“ ‘Region BR’ means that Region as defined from time to time in the Main Agreement for the Motor Industry;”.

(3) Substitute the following for the definition of “Region EP”:

“ ‘Region EP’ means that Region as defined from time to time in the Main Agreement for the Motor Industry;”.

(4) Substitute the following for the definition of “Region NC”:

“ ‘Region NC’ means that Region as defined from time to time in the Main Agreement for the Motor Industry;”.

(5) Substitute the following for the definition of “Region NL”:

“ ‘Region NL’ means that Region as defined from time to time in the Main Agreement for the Motor Industry;”.

(6) Substitute the following for the definition of “Region OFS”:

“ ‘Region OFS’ means that Region as defined from time to time in the Main Agreement for the Motor Industry;”.

(7) Substitute the following for the definition of “Region TVL”:

“ ‘Region TVL’ means that Region as defined from time to time in the Main Agreement for the Motor Industry;”.

(8) Substitute the following for the definition of “Region WP”:

“ ‘Region WP’ means that Region as defined from time to time in the Main Agreement for the Motor Industry;”.

3. CLAUSE 6.—CONTRIBUTIONS

1. Substitute the following for subclause (1) of this clause:

“(1) Every clerical employee for whom membership of the Fund is compulsory in terms of clause 5 (1) shall contribute 6 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry: Provided that the contribution shall be calculated and rounded off in accordance with the earnings group within which he falls in the Contribution Table published as Annexure C to this Agreement: Provided further that where a clerical employee receives or is entitled to receive wages for less than 23 hours in any week, no contribution shall be payable by him in respect of such week.”.

4. Voeg die volgende nuwe Aanhangsel C in:

**"AANHANGSEL C VAN DIE MISA-PENSIOENFONDS
OOREENKOMS**

BYDRAETABEL

Weeklikse besoldiging	Maandelikse besoldiging	Verdienste Groep	Bydrae per Week
Vanaf—Tot R	Vanaf—Tot R		R
0-261,00	0-1 131,00	A	15,00
261,01-330,00	1 131,01-1 430,00	B	18,00
330,01-400,00	1 430,01-1 733,33	C	22,00
400,01-470,00	1 733,34-2 036,66	D	26,00
470,01-540,00	2 036,67-2 340,00	E	30,00
540,01-610,00	2 340,01-2 643,33	F	35,00
610,01-680,00	2 643,34-2 946,66	G	39,00
680,01-750,00	2 946,67-3 250,00	H	43,00
750,01-820,00	3 250,01-3 553,33	I	47,00
820,01-890,00	3 553,34-3 856,66	J	51,00
890,01-960,00	3 856,67-4 160,00	K	56,00
960,01-1 030,00	4 160,01-4 463,33	L	60,00
1 030,01-1 100,00	4 463,34-4 766,66	M	64,00
1 100,01-1 170,00	4 766,67-5 070,00	N	68,00
1 170,01-1 240,00	5 070,01-5 373,33	O	72,00
1 240,01-1 310,00	5 373,34-5 676,66	P	77,00
1 310,01-1 380,00	5 676,67-5 980,00	Q	81,00
1 380,01-1 450,00	5 980,01-6 283,33	R	85,00
1 450,01-1 520,00	6 283,34-6 586,66	S	89,00
1 520,01-1 590,00	6 586,67-6 890,00	T	93,00
1 590,01-1 660,00	6 890,01-7 193,33	U	98,00
1 660,01-1 730,00	7 193,34-7 496,66	V	102,00
1 730,01-1 800,00	7 496,67-7 800,00	W	106,00
1 800,01-1 870,00	7 800,01-8 103,33	X	110,00
1 870,01-1 940,00	8 103,34-8 406,66	Y	114,00
1 940,01-2 010,00	8 406,67-8 710,00	Z	119,00"

Namens die partye op hede die 24ste dag van Junie 1988 te Johannesburg onderteken.

W. DE KLERK,
President van die Raad.

F. J. HACKNEY,
Lid van die Raad.

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

No. R. 1689

19 Augustus 1988

WET OP ARBEIDSVERHOUDINGE, 1956

**MOTORYWERHEID.—WYSIGING VAN PENSIOEN-
FONDSoOREENKOMS 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 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 29 Augustus 1988 en vir die tydperk wat op 31 Julie 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; en

4. Insert the following as Annexure C to this Agreement:

"ANNEXURE C TO MISA PENSION FUND AGREEMENT

CONTRIBUTION TABLE

Weekly remuneration	Monthly remuneration	Earnings group	Contribution rate per week
From—To R	From—To R		R
0-261,00	0-1 131,00	A	15,00
261,01-330,00	1 131,01-1 430,00	B	18,00
330,01-400,00	1 430,01-1 733,33	C	22,00
400,01-470,00	1 733,34-2 036,66	D	26,00
470,01-540,00	2 036,67-2 340,00	E	30,00
540,01-610,00	2 340,01-2 643,33	F	35,00
610,01-680,00	2 643,34-2 946,66	G	39,00
680,01-750,00	2 946,67-3 250,00	H	43,00
750,01-820,00	3 250,01-3 553,33	I	47,00
820,01-890,00	3 553,34-3 856,66	J	51,00
890,01-960,00	3 856,67-4 160,00	K	56,00
960,01-1 030,00	4 160,01-4 463,33	L	60,00
1 030,01-1 100,00	4 463,34-4 766,66	M	64,00
1 100,01-1 170,00	4 766,67-5 070,00	N	68,00
1 170,01-1 240,00	5 070,01-5 373,33	O	72,00
1 240,01-1 310,00	5 373,34-5 676,66	P	77,00
1 310,01-1 380,00	5 676,67-5 980,00	Q	81,00
1 380,01-1 450,00	5 980,01-6 283,33	R	85,00
1 450,01-1 520,00	6 283,34-6 586,66	S	89,00
1 520,01-1 590,00	6 586,67-6 890,00	T	93,00
1 590,01-1 660,00	6 890,01-7 193,33	U	98,00
1 660,01-1 730,00	7 193,34-7 496,66	V	102,00
1 730,01-1 800,00	7 496,67-7 800,00	W	106,00
1 800,01-1 870,00	7 800,01-8 103,33	X	110,00
1 870,01-1 940,00	8 103,34-8 406,66	Y	114,00
1 940,01-2 010,00	8 406,67-8 710,00	Z	119,00"

Signed at Johannesburg, on behalf of the parties, this 24th day of June 1988.

W. DE KLERK,
President of the Council.

F. J. HACKNEY,
Member of the Council.

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

No. R. 1689

19 August 1988

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 29 August 1988 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) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 3 en 4, met ingang van 29 Augustus 1988 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.

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR- NYWERHEID

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

National Union of Metalworkers of South Africa

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 Goewermentskennisgewing R. 1510 van 25 Julie 1980, soos gewysig en verleng deur Goewermentskennisgewings 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, R. 1725 van 15 Augustus 1986 en R. 1803 van 21 Augustus 1987, te wysig.

1. KLOUSULE 2.—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 National Union of Metalworkers of South Africa wat lede is van die Pensioenfonds vir die Motornywerheid;

(c) vakmanne wat nie lede van die National Union of Metalworkers of South Africa is nie of vakleerlinge wat nie lede van die National Union of Metalworkers of South Africa 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 goedgehande van hierdie uitsluiting kan afsien.

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b), 3 and 4, shall be binding, with effect from 29 August 1988 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.

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

National Union of Metalworkers of South Africa

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 renewed 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, R. 1725 of 15 August 1986 and R. 1803 of 21 August 1987.

1. CLAUSE 2.—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 National Union of Metalworkers of South Africa who are members of the Motor Industry Pension Fund;

(c) journeymen who are not members of the National Union of Metalworkers of South Africa or apprentices who are not members of the National Union of Metalworkers of South Africa, 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. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "gewone weeklikse besoldiging" deur die volgende:

" 'pensioengewende besoldiging' die bedrag wat 'n werkgewer gewoonlik en/of gereeld aan 'n werknemer betaal, of weekliks of maandeliks, ten opsigte van die gewone ure wat nodig is om of 'n volle normale week of maand te voltooi na gelang van die geval en omvat dit nie die besoldiging wat 'n werknemer wat in diens is op 'n stukwerk- of kommissie grondslag ontvang bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op so 'n grondslag in diens was nie;".

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

" 'Streek BR' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;".

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

" 'Streek OP' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;".

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

" 'Streek NK' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;".

(5) Vervang die omskrywing "Streek NL" deur die volgende:

" 'Streek NL' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;".

(6) Vervang die omskrywing "Streek OVS" deur die volgende:

" 'Streek OVS' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;".

(7) Vervang die omskrywing "Streek TVL" deur die volgende:

" 'Streek TVL' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;".

(8) Vervang die omskrywing "Streek WP" deur die volgende:

" 'Streek WP' die Streek soos van tyd tot tyd in die Hoofdooreenkoms vir die Motornywerheid omskryf;".

3. KLOUSULE 5.—BYDRAES

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

"(1) (d) as hy 'n vakman is, vir elke week wat hy in die Motornywerheid werksaam is, 6 persent van sy pensioengewende besoldiging tot die Fonds bydra: Met dien verstande dat die bydrae bereken en afgerond word ooreenkomstig die verdienstegroep waaronder hy ressorteer in die Bydraetabel gepubliseer as Aanhangsel B van hierdie Ooreenkoms;".

(2) In subklousule (1) (e), vervang die syfer "R5,45" deur die syfer "R7,00".

4. Voeg die volgende nuwe Aanhangsel B in:

"AANHANGSEL B VAN DIE PENSIOENFONDSOOREENKOMS VIR MOTORWERKERS**BYDRAETABEL**

Weeklikse besoldiging	Maandelikse besoldiging	Verdiens- te groep	Bydrae per week
Vanaf—tot	Vanaf—tot		R
R	R		
0-261,00	0-1 131,00	A	15,00
261,01-330,00	1 131,01-1 430,00	B	18,00
330,01-400,00	1 430,01-1 733,33	C	22,00
400,01-470,00	1 733,34-2 036,66	D	26,00
470,01-540,00	2 036,67-2 340,00	E	30,00
540,01-610,00	2 340,01-2 643,33	F	35,00
610,01-680,00	2 643,34-2 946,66	G	39,00
680,01-750,00	2 946,67-3 250,00	H	43,00
750,01-820,00	3 250,01-3 553,33	I	47,00
820,01-890,00	3 553,34-3 856,66	J	51,00
890,01-960,00	3 856,67-4 160,00	K	56,00
960,01-1 030,00	4 160,01-4 463,33	L	60,00
1 030,01-1 100,00	4 463,34-4 766,66	M	64,00
1 100,01-1 170,00	4 766,67-5 070,00	N	68,00
1 170,01-1 240,00	5 070,01-5 373,33	O	72,00
1 240,01-1 310,00	5 373,34-5 676,66	P	77,00
1 310,01-1 380,00	5 676,67-5 980,00	Q	81,00
1 380,01-1 450,00	5 980,01-6 283,33	R	85,00
1 450,01-1 520,00	6 283,34-6 586,66	S	89,00
1 520,01-1 590,00	6 586,67-6 890,00	T	93,00
1 590,01-1 660,00	6 890,01-7 193,33	U	98,00
1 660,01-1 730,00	7 193,34-7 496,66	V	102,00

2. CLAUSE 3.—DEFINITIONS

(1) Substitute the following definition for the definition "normal weekly remuneration":

" 'pensionable remuneration' means the amount which an employer would normally and/or regularly pay an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include any remuneration which an employee who is employed on a piece-work or commission basis receives over and above the amount which he would have received if he had not been employed on such basis;".

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

" 'Region BR' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

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

" 'Region EP' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

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

" 'Region NC' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

(5) Substitute the following for the definition "Region NL":

" 'Region NL' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

(6) Substitute the following for the definition "Region OFS":

" 'Region OFS' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

(7) Substitute the following for the definition "Region TVL":

" 'Region TVL' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

(8) Substitute the following for the definition "Region WP":

" 'Region WP' means that Region as defined from time to time in the Main Agreement for the Motor Industry;".

3. CLAUSE 5.—CONTRIBUTIONS

(1) Substitute the following for subclause (1) (d) of this clause:

"(1) (d) if he is a journeyman, contribute 6 per cent of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry: Provided that the contribution shall be calculated and rounded off in accordance with the earnings group within which he falls in the Contribution Table published as Annexure B to this Agreement;".

(2) In subclause (1) (e), substitute the figure "R7,00" for the figure "R5,45".

4. Insert the following as Annexure B to this Agreement.

"ANNEXURE B TO THE AUTO WORKERS' PENSION FUND AGREEMENT**CONTRIBUTION TABLE**

Weekly remuneration	Monthly remuneration	Earnings group	Contribution rate per week
From—To	From—To		
R	R		
0-261,00	0-1 131,00	A	15,00
261,01-330,00	1 131,01-1 430,00	B	18,00
330,01-400,00	1 430,01-1 733,33	C	22,00
400,01-470,00	1 733,34-2 036,66	D	26,00
470,01-540,00	2 036,67-2 340,00	E	30,00
540,01-610,00	2 340,01-2 643,33	F	35,00
610,01-680,00	2 643,34-2 946,66	G	39,00
680,01-750,00	2 946,67-3 250,00	H	43,00
750,01-820,00	3 250,01-3 553,33	I	47,00
820,01-890,00	3 553,34-3 856,66	J	51,00
890,01-960,00	3 856,67-4 160,00	K	56,00
960,01-1 030,00	4 160,01-4 463,33	L	60,00
1 030,01-1 100,00	4 463,34-4 766,66	M	64,00
1 100,01-1 170,00	4 766,67-5 070,00	N	68,00
1 170,01-1 240,00	5 070,01-5 373,33	O	72,00
1 240,01-1 310,00	5 373,34-5 676,66	P	77,00
1 310,01-1 380,00	5 676,67-5 980,00	Q	81,00
1 380,01-1 450,00	5 980,01-6 283,33	R	85,00
1 450,01-1 520,00	6 283,34-6 586,66	S	89,00
1 520,01-1 590,00	6 586,67-6 890,00	T	93,00
1 590,01-1 660,00	6 890,01-7 193,33	U	98,00
1 660,01-1 730,00	7 193,34-7 496,66	V	102,00

Weeklikse besoldiging	Maandelikse besoldiging	Verdien- ste groep	Bydrae per week	Weekly remuneration	Monthly remuneration	Earnings group	Contribution rate per week
Vanaf—tot R	Vanaf—tot R		R	From—To R	From—To R		
1 730,01–1 800,00	7 496,67–7 800,00	W	106,00	1 730,01–1 800,00	7 496,67–7 800,00	W	106,00
1 800,01–1 870,00	7 800,01–8 103,33	X	110,00	1 800,01–1 870,00	7 800,01–8 103,33	X	110,00
1 870,01–1 940,00	8 103,34–8 406,66	Y	114,00	1 870,01–1 940,00	8 103,34–8 406,66	Y	114,00
1 940,01–2 010,00	8 406,67–8 710,00	Z	119,00''	1 940,01–2 010,00	8 406,67–8 710,00	Z	119,00''

Namens die partye op hede die 22ste dag van Julie 1988 te Johannesburg onderteken.

W. DE KLERK,
President van die Raad.
F. J. HACKNEY,
Lid van die Raad.
H. C. L. LOOCK,
Sekretaris van die Raad.

Signed at Johannesburg, on behalf of the parties, this 22nd day of July 1988.

W. DE KLERK,
President of the Council.
F. J. HACKNEY,
Member of the Council.
H. C. L. LOOCK,
Secretary of the Council.

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