

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Selling price • Verkoopprys
(GST excluded/AVB uitgesluit)

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

**Regulation Gazette
Regulasiekoerant
No. 4321**

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

Vol. 285

PRETORIA, 3 MARCH
MAART 1989

No. 11719

PROCLAMATION

by the acting

State President of the Republic of South Africa

No. R. 10, 1989

AMENDMENT OF SCHEDULE 1 OF THE KWAZULU CONSTITUTION PROCLAMATION, 1972 (PROCLA- MATION R. 70 OF 1972)

Under and by virtue of the powers vested in me by section 1 (2) of the National States Constitution Act, 1971 (Act 21 of 1971), I hereby amend Schedule 1 of the KwaZulu Constitution Proclamation, 1972 (Proclamation R. 70 of 1972), as amended by Proclamation R. 222 of 1976, R. 52 of 1977, R. 59 of 1977, R. 275 of 1977, R. 236 of 1978, R. 19 of 1981, R. 116 of 1981, R. 46 of 1982, R. 116 of 1982, R. 118 of 1983, R. 226 of 1986, R. 239 of 1986, R. 48 of 1988, R. 59 of 1988 and R. 134 of 1988 by adding to subparagraph (e) of paragraph (ix) the following subparagraph:

“(f) the following farms in the district of Babanango”.

Bosch Hoek 140	The farm.
Brakwal 268	Excluding the remainder.
Broadacre 333	The farm.
Doornhoek 112	The farm.
Driefontein 402	The farm.
Eensgevonden 2	The farm.
Excelsior 364	The farm.
Fort Louis 145	The farm.
Geluk 601	The farm.
Gedenk-aan-Mij 497	The farm.
Jackals Dance 26	The farm.
Klipgat 149	Those sections of Subdivisions 1, 2, 3, and 4 situated south of the White Umfolozi River.

Kranskop 519	The farm.
Langgewacht 170	The farm.
New Adelaide 68	The farm.

244—A

PROKLAMASIE

van die waarnemende

Staatspresident van die Republiek van Suid-Afrika

No. R. 10, 1989

WYSIGING VAN BYLAE 1 BY DIE PROKLAMASIE OP DIE KWAZULU-KONSTITUSIE, 1972 (PROKLA- MASIE R. 70 VAN 1972)

Kragtens die bevoegdheid my verleen by artikel 1 (2) van die Grondwet van die Nasionale State, 1971 (Wet 21 van 1971) wysig ek hierby Bylae 1 by die Proklamasie op die KwaZulu-konstitusie, 1972 (Proklamasie R. 70 van 1972), soos gewysig deur Proklamasie R. 222 van 1976, R. 52 van 1977, R. 59 van 1977, R. 275 van 1977, R. 236 van 1978, R. 19 van 1981, R. 116 van 1981, R. 46 van 1982, R. 116 van 1982, R. 118 van 1983, R. 226 van 1986, R. 239 van 1986, R. 48 van 1988, R. 59 van 1988 en R. 134 van 1988 deur na subparagraaf (e) van paragraaf (ix) die volgende subparagraaf by te voeg:

“(f) die volgende plase in die distrik Babanango”.

Bosch Hoek 140	Die plaas.
Brakwal 268	Uitgesonder die Restant.
Broadacre 333	Die plaas.
Doornhoek 112	Die plaas.
Driefontein 402	Die plaas.
Eensgevonden 2	Die plaas.
Excelsior 364	Die plaas.
Fort Louis 145	Die plaas.
Geluk 601	Die plaas.
Gedenk-aan-Mij 497	Die plaas.
Jackals Dance 26	Die plaas.
Klipgat 149	Daardie gedeeltes van Onderverdelings 1, 2, 3 en 4 geleë ten suide van die Wit Umfolozi Rivier.
Kranskop 519	Die plaas.
Langgewacht 170	Die plaas.
New Adelaide 68	Die plaas.

11719—1

Nondwengo 407	The farm.
Nooitgedacht 85	The farm.
Ntine 11755	The farm.
Onvergenoege 318	The farm.
Piet Retief 568	The farm. Excluding Subdivision 1.
Rondspring 87	The farm.
Klipstapel 71	Remainder, Remainder of Subdivision 1 and Subdivision 2 of Subdivision 1.

Only the section of the said subdivisions south of the White Umfolozi River.

Straalfontein 304	The farm.
Uitkijk 49	The farm.
Waschbank 465	The farm.
Welgemoed 520	The farm.
Welgevonden 566	The farm.
Welverdiend 354	The farm.
Welverdiend 417	The farm.
Witklip 445	The farm.
Witkop 308	The farm.
Witpoort 59	The farm.
Witteklip 178	The farm.
Wydgelegen 529	The farm.
Swartkop 93	The farm.
Kromellenboog 45	Those portion of the remainder of the farm situated west of the White Umfolozi River.

Frischgewaagd 208 The farm.

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

J. C. HEUNIS,
acting State President.

By Order of the State President-in-Cabinet:

J. C. G. BOTHA,
Minister of the Cabinet.

GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF EDUCATION AND CULTURE
No. R. 339 3 March 1989

AMENDMENT OF THE REGULATIONS IN RESPECT OF THE TEACHERS' FEDERAL COUNCIL

The Minister of Education and Culture has on 16 January 1989 in terms of section 8B (4) and (5) of the National Education Policy Act, 1967 (Act 39 of 1967), amended the regulations promulgated by Government Notice R. 2290 dated 31 October 1986, as amended by Government Notice R. 1701 dated 7 August 1987, in accordance with the Schedule hereto.

SCHEDULE

Regulation 3 is amended by—

- (a) the substitution for the expression "R36" in sub-regulation (1) (a), of the expression "R42"; and
- (b) the substitution for the expression "R36" in sub-regulation (2) (a) (i), of the expression "R42".

Nondwengo 407	Die plaas.
Nooitgedacht 85	Die plaas.
Ntine 11755	Die plaas.
Onvergenoege 318	Die plaas.
Piet Retief 568	Die plaas uitgesluit Onderverdeling 1.
Rondspring 87	Die plaas.
Klipstapel 71	Restant, Restant van Onderverdeling 1, Onderverdeling 2 van Onderverdeling 1.

Slegs die gedeeltes van die genoemde onderverdelings suid van die Wit Umfolozi River.

Straalfontein 304	Die plaas.
Uitkijk 49	Die plaas.
Waschbank 465	Die plaas.
Welgemoed 520	Die plaas.
Welgevonden 566	Die plaas.
Welverdiend 354	Die plaas.
Welverdiend 417	Die plaas.
Witklip 445	Die plaas.
Witkop 308	Die plaas.
Witpoort 59	Die plaas.
Witteklip 178	Die plaas.
Wydgelegen 529	Die plaas.
Swartkop 93	Die plaas.
Kromellenboog 45	Daardie gedeelte van die restant van die plaas geleë ten weste van die Wit Umfolozi Rivier.

Frischgewaagd 208 Die plaas.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Eerste dag van Februarie Eenduisend Negehoenderd Nege-en-tagtig.

J. C. HEUNIS,
waarnemende Staatspresident.

Op las van die Staatspresident-in-Kabinet:

J. C. G. BOTHA,
Minister van die Kabinet.

GOEWERMENTSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN ONDERWYS EN KULTUUR
No. R. 339 3 Maart 1989

WYSIGING VAN DIE REGULASIES MET BETREK-KING TOT DIE FEDERALE ONDERWYSERSRAAD

Die Minister van Onderwys en Kultuur het op 16 Januarie 1989 kragtens artikel 8B (4) en (5) van die Wet op die Nasionale Onderwysbeleid, 1967 (Wet 39 van 1967), die regulasies uitgevaardig by Goewermentskennisgewing R. 2290, gedateer 31 Oktober 1986, soos gewysig by Goewermentskennisgewing R. 1701, gedateer 7 Augustus 1987, ooreenkomstig die bygaande Bylae gewysig.

BYLAE

Regulasie 3 word gewysig deur—

- (a) in subregulasie (1) (a) die uitdrukking "R36" te vervang deur die uitdrukking "R42"; en
- (b) in subregulasie (2) (a) (i) die uitdrukking "R36" te vervang deur die uitdrukking "R42".

DEPARTMENT OF EDUCATION AND TRAINING

No. R. 331

3 March 1989

EDUCATION AND TRAINING ACT, 1979 (ACT 90 OF 1979)

AMENDMENT OF THE REGULATIONS REGARDING COUNCILS AND COMMITTEES FOR PUBLIC SCHOOLS, 1982

The Minister of Education and Development Aid has, under section 44 of the Education and Training Act, 1979 (Act 90 of 1979), made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule, "the Regulations" means the regulations published under Government Notice R. 828 of 30 April 1982 as amended by Government Notices R. 672 of 31 March 1983, R. 2365 of 25 November 1988 and R. 2366 of 25 November 1988.

2. Regulation 2 of the Regulations is hereby amended by the substitution for subregulation (3) of the following subregulation:

"(3) A governing council for a public centre for adult education shall consist of not more than eight members and shall be constituted as follows:

(a) A chairman elected by the members of the governing council from the persons referred to in paragraph (f), in a manner determined by the regional director concerned;

(b) the inspector of adult education from the region where the centre is situated;

(c) the circuit inspector in whose circuit the centre is situated, who shall be *ex officio* vice-chairman and who, for all purposes, shall act as chairman when the chairman for whatever reason cannot perform his official duties;

(d) the principal in whose school the centre functions;

(e) two members elected by the enrolled students from their number in a manner determined by the regional director, which members may not be younger than 30 years of age;

(f) not more than three additional members who shall be appointed by the regional director after consultation with the committee of chairmen in question."

3. Regulation 3 of the Regulations is hereby amended—

(a) by the substitution for subregulation (1) of the following subregulation:

"(1) The principal, or, when the post is vacant, the acting principle, or, in the case of a centre referred to in regulation 2 (3), the supervising teacher, of a teacher training school or college or centre for which a governing council is constituted, is *ex officio* the secretary of the governing council."; and

(b) by the substitution for subregulation (2) of the following subregulation:

"(2) If the principal or the acting principal, or, in the case of a centre referred to in regulation 2 (3), the supervising teacher, as the case may be, cannot be present at a meeting of the governing council, he shall designate a member of his teaching staff to act as secretary of the governing council at the meeting concerned."

DEPARTEMENT VAN ONDERWYS EN OPLEIDING

No. R. 331

3 Maart 1989

WET OP ONDERWYS EN OPLEIDING, 1979 (WET 90 VAN 1979)

WYSIGING VAN DIE REGULASIES BETREFFENDE RADE EN KOMITEES VIR OPENBARE SKOLE, 1982

Die Minister van Onderwys en Ontwikkelingshulp het kragtens artikel 44 van die Wet op Onderwys en Opleiding, 1979 (Wet 90 van 1979), die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermmentskennisgewing R. 828 van 30 April 1982, soos gewysig by Goewermmentskennisgewings R. 672 van 31 Maart 1983, R. 2365 van 25 November 1988 en R. 2366 van 25 November 1988.

2. Regulasie 2 van die Regulasies word hierby gewysig deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) 'n Beheerraad vir 'n openbare sentrum vir die onderwys van volwassenes bestaan uit hoogstens agt lede en word soos volg saamgestel:

(a) 'n Voorsitter wat deur die lede van die beheerraad uit die persone in paragraaf (f) bedoel, verkies word op die wyse deur die betrokke streekdirekteur bepaal;

(b) die inspekteur vir die onderwys van volwassenes van die streek waarin die sentrum geleë is;

(c) die kringinspekteur in wie se kring die sentrum geleë is, wat *ex officio* vise-voorsitter is en vir alle doeleindes as voorsitter optree indien die voorsitter om enige rede nie sy ampspligte kan nakom nie;

(d) die prinsipaal in wie se skool die sentrum funksioneer;

(e) twee lede wat deur die ingeskrewe studente uit hul geledere verkies word op die wyse deur die streekdirekteur bepaal, welke lede nie jonger as 30 jaar mag wees nie;

(f) hoogstens drie addisionale lede wat deur die streekdirekteur na oorlegpleging met die betrokke komitee van voorsitters aangestel word."

3. Regulasie 3 van die Regulasies word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Die prinsipaal, of, wanneer die pos vakant is, die waarnemende prinsipaal, of, in die geval van 'n sentrum in regulasie 2 (3) bedoel, die toesighoudende onderwyser, van 'n onderwysopleidingskool of kollege of sentrum ten opsigte waarvan 'n beheerraad saamgestel is, is *ex officio* die sekretaris van die beheerraad."; en

(b) deur subregulasie (2) deur die volgende subregulasie te vervang:

"(2) Indien die prinsipaal of die waarnemende prinsipaal, of, in die geval van 'n sentrum in regulasie 2 (3) bedoel, die toesighoudende onderwyser, na gelang van die geval, nie op 'n vergadering van die beheerraad teenwoordig kan wees nie, wys hy 'n lid van sy onderwyspersoneel aan om by die betrokke vergadering as sekretaris van die beheerraad op te tree."

DEPARTMENT OF MANPOWER**No. R. 329****3 March 1989****WAGE ACT, 1957****WAGE DETERMINATION 457.—HOTEL TRADE, CERTAIN AREAS**

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Hotel Trade, Certain Areas and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE**1. AREA AND SCOPE OF DETERMINATION**

(1) This determination shall apply in the areas specified in subclause (2) to every employer in the Hotel Trade as defined in subclause (3) and to all his employees in that trade: Provided that the Determination shall not apply to or in respect of—

- (a) an employer while he is a new employer as defined in subclause (4);
- (b) a small employer as defined in subclause (5); or
- (c) a manager as defined in subclause (6).

(2) Areas:

Cape Province.—(a) The Magisterial Districts of Gordonia, George, Hermanus, Knysna, Kuils River, Paarl and Stellenbosch;

(b) the areas within a radius of 20 kilometres from the Grahamstown and Mossel Bay General Post Offices; and

(c) the municipal areas of Beaufort West, Beacon Bay, Ceres, Cradock, De Aar, Despatch, East London, Gonubie, Graaff-Reinet, Kimberley, King William's Town, Malmesbury, Oudtshoorn, Port Elizabeth, Queenstown, Uitenhage, Vredenburg-Saldanha, Vryburg, Wellington and Worcester.

Natal.—(a) The Magisterial Districts of Klip River and Inanda, but excluding that portion within a radius of 17,7 kilometres from the Durban General Post Office; and

(b) the municipal areas of Dundee, Empangeni, Estcourt, Newcastle, Richards Bay, Stanger and Vryheid.

Orange Free State.—(a) The area within a radius of 30 kilometres from the Harrismith General Post Office; and

(b) the municipal areas of Bethlehem, Bloemfontein, Hennenman, Kroonstad, Odendaalsrus, Parys, Sasolburg, Virginia and Welkom.

Transvaal.—(a) The Magisterial Districts of Brits, Highveld Ridge and White River;

(b) the areas within a radius of 20 kilometres from the Middelburg, Nelspruit and Pietersburg General Post Offices and within a radius of 30 kilometres from the Rustenburg General Post Office; and

(c) the municipal areas of Bethal, Bronkhorstspuit, Carletonville, Delmas, Ermelo, Fochville, Heidelberg, Klerksdorp, Lichtenburg, Orkney, Phalaborwa, Potchefstroom, Potgietersrus, Standerton, Stilfontein, Tzaneen, Warmbaths and Witbank.

(3) "Hotel Trade" or "Trade" means the trade in which employers and employees are associated for the purpose of providing accommodation and one or more meals per day for reward on premises where the sale of liquor is carried on and in connection with which one or more of the following licences or authorities are required to be held in terms of the Liquor Act, 1977:

Hotel Liquor Licence;

Temporary Liquor Licence;

Special authorities in terms of section 23 (1) for on-consumption, or any superseding licences or authorities:

Provided that for the purposes of this definition the expression "accommodation" shall mean bedroom accommodation and the services ordinarily associated therewith.

(4) "New employer" means a business newly established in the Trade during the first 12 months of its existence in the Trade.

DEPARTEMENT VAN MANNEKRAG**No. R. 329****3 Maart 1989****LOONWET, 1957****LOONVASSTELLING 457.—HOTELBEDRYF, SEKERE GEBIEDE**

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Hotelbedryf, Sekere Gebiede gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

BYLAE**1. GEBIED EN OMVANG VAN VASSTELLING**

(1) Hierdie vasstelling is van toepassing in die gebiede soos in subklousule (2) vermeld op elke werkgewer in die Hotelbedryf soos in subklousule (3) omskryf, en op al sy werknemers in daardie bedryf: Met dien verstande dat die Vasstelling nie van toepassing is nie op—

- (a) 'n werkgewer vir so lank as wat hy 'n nuwe werkgewer is soos in subklousule (4) omskryf;
- (b) 'n klein werkgewer soos in subklousule (5) omskryf; of
- (c) 'n bestuurder soos in subklousule (6) omskryf.

(2) Gebiede:

Kaaprovinsie.—(a) Die landdrostrikte Gordonia, George, Hermanus, Knysna, Kuilsrivier, Paarl en Stellenbosch;

(b) die gebiede binne 'n radius van 20 kilometer vanaf die Hoofposkantore Grahamstad en Mosselbaai; en

(c) die munisipale gebiede van Beaufort-Wes, Beacon Bay, Ceres, Cradock, De Aar, Despatch, Gonubie, Graaff-Reinet, Kimberley, King William's Town, Malmesbury, Oos-Londen, Oudtshoorn, Port Elizabeth, Queenstown, Uitenhage, Vredenburg-Saldanha, Vryburg, Wellington en Worcester.

Natal.—(a) Die landdrostrikte Kliprivier en Inanda, maar uitgesonderd die deel binne 'n radius van 17,7 kilometer vanaf die Hoofposkantoor Durban, en

(b) die munisipale gebiede van Dundee, Empangeni, Estcourt, Newcastle, Richardsbaai, Stanger en Vryheid.

Oranje-Vrystaat.—(a) Die gebied binne 'n radius van 30 kilometer vanaf die Hoofposkantoor Harrismith, en

(b) die munisipale gebiede van Bethlehem, Bloemfontein, Hennenman, Kroonstad, Odendaalsrus, Parys, Sasolburg, Virginia en Welkom.

Transvaal.—(a) Die landdrostrikte Brits, Hoëveldrif en Witrivier;

(b) die gebiede binne 'n radius van 20 kilometer vanaf die Hoofposkantore Middelburg, Nelspruit en Pietersburg en binne 'n radius van 30 kilometer vanaf die Hoofposkantoor Rustenburg; en

(c) die munisipale gebiede van Bethal, Bronkhorstspuit, Carletonville, Delmas, Ermelo, Fochville, Heidelberg, Klerksdorp, Lichtenburg, Orkney, Phalaborwa, Potchefstroom, Potgietersrus, Standerton, Stilfontein, Tzaneen, Warmbad en Witbank.

(3) "Hotelbedryf" of "Bedryf" beteken die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om huisvesting en een of meer etes per dag teen vergoeding te verskaf of persele waar drank verkoop word en in verband waarmee een of meer van die volgende lisensies of magtigings ingevolge die Drankwet, 1977, gehou moet word:

Hoteldranklisensie;

Tydlike dranklisensie;

Spesiale magtigings ingevolge artikel 23 (1) vir gebruik op die persele, of enige lisensies of magtigings wat ter vervanging daarvan dien:

Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking "huisvesting" slaapkamer-akkommodasie en die dienste wat gewoonlik daarmee geassosieer word, beteken.

(4) "Nuwe werkgewer" beteken 'n nuutgevestigde bedryfsinrigting in die Bedryf gedurende die eerste 12 maande na sy totstandkoming in die Bedryf.

(5) "Small employer" means an employer who is engaged as such in the Trade only and who at no time has more than 20 beds in the aggregate available for use: Provided that for the purposes of this definition a double bed shall be regarded as two beds.

(6) "Manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include an employee in the same establishment who relieves, or acts for, a manager during the absence of the latter.

2. DEFINITIONS

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

(1) "assistant manager" means an employee who under the general supervision of a manager performs one or more of the duties of a manager; (2)

(2) "barman/bartender" means an employee who is engaged in selling liquor over a counter in a bar or supplying liquor to wine stewards to serve to customers; (19)

(3) "bedroom attendant" means an employee who is engaged in one or more of the following activities:

(a) Serving coffee, tea, milk, fruit juice or similar beverages to guests in the mornings;

(b) supervising general assistants making beds;

(c) supervising general assistants cleaning, tidying or washing livingrooms, bedrooms, bathrooms or corridors or cleaning, polishing or washing doors, floors, windows, walls or furniture in such rooms or corridors;

and who may be required to perform any or all of the activities of a general assistant who is supervised as specified in (b) and (c); (31)

(4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (21)

(5) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a reception clerk and a cashier, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (17)

(6) "cook" means an employee, other than a general assistant, night porter or waiter, who is engaged in preparing or cooking food for guests; (18)

(7) "daily wage" means, except in the case of a casual employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week; (5)

(8) "day" means the period of 24 hours from midnight: Provided that in the case of a night porter, a security guard or a watchman it shall mean a period of 24 hours reckoned from the time such employee commences work; (4)

(9) "driver" means an employee, other than a porter, who drives a motor vehicle, and for the purposes of this definition the expression "drives a motor vehicle" includes all periods that he drives, all time that he spends on work in connection with the vehicle or the load and all periods that he is obliged to remain at his post, ready to drive; (7)

(10) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, sabotage, industrial unrest, theft or a breakdown of plant or machinery or a threatened breakdown of buildings, must be done without delay;

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary hours of work; (25)

(11) "experience" means in relation to—

(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of a local authority or the State;

(b) a housekeeper, cook, porter or bedroom attendant, the total period or periods of employment which an employee has had in the Hotel Trade as a housekeeper, cook, porter or bedroom attendant, respectively;

(5) "Klein werkgewer" beteken 'n persoon wat slegs in die Bedryf betrokke is en te alle tye hoogstens 20 beddens altesaam vir gebruik beskikbaar het: Met dien verstande dat vir die doeleindes van hierdie omskrywing 'n dubbelbed as twee beddens gereken moet word.

(6) "Bestuurder" beteken 'n werknemer wat deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte daarvan en die werknemers wat daarin werk, maar sluit nie 'n werknemer in dieselfde bedryfsinrigting in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie.

2. WOORDOMSKRYWING

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

(1) "algemene assistent" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Aan die kant maak van woonkamers, slaapkamers, badkamers of gange;

(b) aflewer van drank of goedere te voet, per fiets, met handkar of met 'n motorvoertuig met 'n enjinkapasiteit van nie meer as 50 cm³ nie;

(c) bedien van tee of derglike drankte of verversings aan werknemers;

(d) bottel van wyn onder toesig;

(e) dra, optel, stapel, uitsoek of verpak van goedere insluitende drank en voorrade;

(f) etiketteer of toekurk van bottels;

(g) gaarmaak van eiers;

(h) gaarmaak van rantsoene vir werknemers;

(i) laai of aflaa;

(j) let op groente in die gaarmaak proses;

(k) maak of aan die gang hou van vure;

(l) maak van roosterbrood;

(m) maak van tee, koffie of derglike drankte;

(n) opmaak van beddens;

(o) opsny van rou voedsel;

(p) skoonmaak, was, afwas, afspoel of politoer van bottels, gerei, glase, groente, meubels, persele, pluimvee, skoeisel, skottelgoed, uitrusting, vensters, vloere, voertuie of ander goedere;

(q) stoot of trek van 'n handkar;

(r) tuinwerk doen;

(s) verwyder van afval, as of vuilgoed;

(t) was of stryk van beddegoed, gordyne, klere, linnegoed, of uniforms, voorskote, pette, oorpakke, baadjies of ander spesiale klere vir werknemers; (12)

(2) "assistent-bestuurder" 'n werknemer wat onder die algemene toesig van 'n bestuurder een of meer van die pligte van 'n bestuurder vervul; (1)

(3) "betaalde vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (27)

(4) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n nagportier, 'n sekuriteitswag of 'n wag beteken dit 'n tydperk van 24 uur bereken vanaf die tydstop waarop so 'n werknemer begin werk; (8)

(5) "dagloon", behalwe in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal dae waarop die werknemer gewoonlik in 'n week werk; (7)

(6) "deeltydse werknemer" 'n werknemer wat by die week of maand vir hoogstens vier gewone werkure per dag in diens is; (29)

(7) "drywer" 'n werknemer, uitgesonderd 'n portier, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (9)

(8) "faktotum" 'n werknemer wat kleinere herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue doen; (14)

(c) a barman, waiter or waitress or wine steward, the total period or periods of employment which an employee has had as a barman, waiter or waitress or wine steward, respectively, in the Hotel Trade or in any club or restaurant which at the time of such employment held a club or restaurant liquor licence issued in terms of the Liquor Act, 1977, or in the employ of the State:

Provided that for the purposes of this definition only one half of the total period or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be experience in that class: (26)

(12) "general assistant" means an employee who is engaged in one or more of the following activities:

- (a) Attending to vegetables in the process of cooking;
- (b) bottling wine under supervision;
- (c) carrying, lifting, stacking, sorting or packing goods, including liquor and supplies;
- (d) cleaning, washing, washing off, rinsing or polishing bottles, utensils, glasses, vegetables, furniture, premises, poultry, footwear, dishes, equipment, windows, floors, vehicles or other goods;
- (e) cooking eggs;
- (f) cooking rations for employees;
- (g) cutting up raw foodstuffs;
- (h) delivering liquor or goods on foot, by bicycle, with a handcart or with a motor vehicle with an engine capacity of not more than 50 cm³;
- (i) gardening;
- (j) labelling or corking bottles;
- (k) loading or unloading;
- (l) making beds;
- (m) making or maintaining fires;
- (n) making tea, coffee or similar beverages;
- (o) making toast;
- (p) pushing or pulling a handcart;
- (q) serving tea or similar beverages or refreshments to employees;
- (r) removing refuse, ash or garbage;
- (s) tidying living-rooms, bedrooms, bathrooms or corridors;
- (t) washing or ironing bedding, curtains, clothes, linen or uniforms, aprons, caps, overalls, jackets or other special clothes for employees: (1)

(13) "guest" means any person who resides either permanently or temporarily in an establishment and includes a table boarder or a visitor, but does not include the employer or his family, or an employee or the family of such employee; (9)

(14) "handyman" means an employee who is engaged in making minor repairs to furniture plant or other equipment or minor repairs or renovations to buildings; (8)

(15) "head barman" means a barman who is in charge of and supervises one or more qualified barmen; (13)

(16) "head cook" means a cook who is in charge of the kitchen of an establishment in which one or more qualified cooks are employed and who supervises them; (12)

(17) "head waiter" means an employee who is engaged in showing guests to their seats, who is in charge of and supervises one or more qualified waiters and who may receive payment from guests for meals: (14)

(18) "hourly wage" means, except in the case of a casual employee, an employee's weekly wage divided by his weekly ordinary hours of work, and in the case of a casual employee it means, subject to clause 3 (1) (c) (ii), the wage payable to him for the day on which he works divided by his ordinary hours of work for that day; (33)

(19) "housekeeper" means an employee who is in charge of and supervises the work of bedroom attendants, who is responsible for the stocks of linen, who checks batches of linen before dispatch to and on return from a laundry and who may supervise the washing and ironing of articles of linen done on the premises; (16)

(20) "law" includes the common law; (38)

(21) "local authority" means any borough council, city council, municipal council, village management board, divisional council or similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other parliamentary legislation; (29)

(9) "gas" iemand wat, hetsy vas of tydelik, by 'n bedryfsinrigting inwoon en omvat dit ook 'n tafelloseerder of 'n besoeker maar nie die werkgewer of sy gesin of 'n werknemer of dié se gesin nie: (13)

(10) "gekwalfiseerd", met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is: omgekeerd beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige loontarief geregtig maak nie: (31)

(11) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde korter ure werk, daardie korter ure: (24)

(12) "hoofkok" 'n kok wat in beheer is van die kombuis van 'n bedryfsinrigting waarin een of meer gekwalfiseerde kokke in diens is en wat oor hulle toesig hou: (16)

(13) "hoofkroegman" 'n kroegman wat in beheer is van en toesig hou oor een of meer gekwalfiseerde kroegmanne: (15)

(14) "hoofafelbediende" 'n werknemer wat vir gaste sitplek aanwys, wat in beheer is van en toesig hou oor een of meer gekwalfiseerde tafelbediendes en wat van gaste geld vir etes mag ontvang: (17)

(15) "hoteljoggie" 'n werknemer wat boodskappe doen, klokkes of telefoonoprope beantwoord of boodskappe ontvang of aflewer, en wat in 'n bedryfsinrigting vir gaste se bagasie mag sorg of 'n hyser bedien: (26)

(16) "huishoudster" 'n werknemer wat beheer uitoefen en toesig hou oor die werk van slaapkamerbediendes, verantwoordelik is vir die voorraad linnegoed, bondels linnegoed voor afsending na en by terugontvangs van 'n wassery nagaan, en oor die was en stryk van linnegoed op die perseel toesig mag hou: (19)

(17) "klerk" 'n werknemer wat skryf-, tik-, liaseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n ontvangsklerk en 'n kassier, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk: (5)

(18) "kok" 'n werknemer, uitgesonderd 'n algemene assistent, nagportier of tafelbediende, wat kos vir gaste voorberei of gaarmaak: (6)

(19) "kroegman" 'n werknemer wat oor 'n toonbank in 'n kroeg drank verkoop of wat wynkelners van drank voorsien vir bediening aan klante: (2)

(20) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, en "maandloon" het 'n ooreenstemmende betekenis: (34)

(21) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is: (4)

(22) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957): (22)

(23) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³ en dit sluit 'n motorfiets of motordriewiel in: (23)

(24) "nagportier" 'n werknemer wat tussen 18h00 en 08h00 toesig hou oor 'n bedryfsinrigting en wat gedurende sodanige tydperk mag omsien na gaste wat laat aankom of vroeg vertrek en vir sodanige gaste etes mag voorberei of gaarmaak of buite die gewone etenstye etes vir gaste mag voorberei of gaarmaak of buite die gewone etenstye gaste met etes mag bedien: (24)

(25) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, diefstal, 'n epidemie, 'n gewelddaad, nywerheidsnorus, 'n ongeluk, onklaarmaking van installasie of masjinerie, sabotasie, 'n storm of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word;

(b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie: (10)

(26) "ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van 'n plaaslike owerheid of die Staat werksaam was;

(b) 'n huishoudster, kok, portier of slaapkamerbediende, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n huishoudster, kok, portier of slaapkamerbediende in die Hotelbedryf, gehad het;

"military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957): (22)

(22) "motor vehicle" means a self-propelled vehicle with an engine capacity of more than 50 cm³ and includes a motor cycle or motor tricycle: (23)

(24) "night porter" means an employee who during the period between 18h00 and 08h00 supervises an establishment and who may during such period attend to guests arriving late or departing early and prepare or cook meals for such guests or serve meals to them outside the normal guest meal times: (24)

(25) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or, if by agreement between an employer and his employee the latter works a lesser number of hours, such shorter hours: (11)

(26) "overtime" means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or on a paid holiday: (27)

(27) "page" means an employee who is engaged in running errands, answering bells or telephone calls or receiving or delivering messages, and who may in an establishment attend to the luggage of guests or operate a lift: (15)

(28) "paid holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, the Day of the Vow and Christmas Day: (3)

(29) "part-time employee" means an employee employed by the week or month for not more than four ordinary hours of work per day (6):

(30) "porter" means an employee who is engaged in arranging for the conveyance of guests or their baggage from or to an establishment or who attends the arrival of trains, ships or aircraft to meet or canvass guests and who may drive a motor vehicle and operate a telephone switchboard: (28)

(31) "qualified", in relation to an employee, means that the experience of an employee in his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate: (10)

(32) "security guard" means an employee who is engaged in one or more of the following duties:

- (a) Searching goods or vehicles;
- (b) searching persons and if necessary, restraining them;
- (c) controlling, recording or reporting on the movement of persons or vehicle through check-points or gates;
- (d) supervising or controlling watchmen.

and who may be required to perform any or all of the duties of a watchman: (30)

(33) "spreadover" means the period in any day from the time an employee commences work until he ceases work for that day, and for the purposes of this definition "day" means a period of 24 consecutive hours reckoned from the time of the said commencement of work: (37)

(34) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; and "monthly wage" has a corresponding meaning: (20)

(35) "waiter" means an employee who is engaged in serving meals or refreshments to guests, who sets or clears tables and who may make sandwiches, toast or salad: (32)

(36) "watchman" means an employee, other than a security guard, who is engaged in one or more of the following duties:

- (a) Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property;
- (b) handling or controlling dogs in the performance of one or more of the duties referred to in (a): (34)

(37) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls: (35)

(38) "weekly wage" means the employee's monthly wage divided by four and one-third: (36)

(39) "wine steward" means an employee, other than a head barman and a barman, who is engaged in serving liquor to guests and who may receive payment for the liquor he serves: (39)

(c) 'n kroegman, tafelbediende of wynkelner, die totale tydperk of tydperke diens wat 'n werknemer gehad het onderskeidelik as 'n kroegman, tafelbediende of wynkelner in die Hotelbedryf of in enige klub of restaurant wat tydens sodanige diens 'n klub- of restaurant-dranklisensie, uitgereik ingevolge die bepalings van die Drankwet, 1977, gehou het, of in die diens van die Staat:

Met dien verstande dat by die toepassing van hierdie woordomskriving slegs die helfte van die totale dienstydsperk of tydperke wat 'n werknemer as deeltydse werknemer in enige klas gehad het, geag word ondervinding in daardie klas te wees: (11)

(27) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk, wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of 'n betaalde vakansiedag vir sy werkgever werk nie: (26)

(28) "portier" 'n werknemer wat vir die vervoer van gaste of hul bagasie van of na 'n bedryfsinrigting reël of wat die aankoms van treine, skepe of vliegtuie in wag om gaste te ontmoet of te werf en wat 'n motorvoertuig mag bestuur en 'n telefoonskakelbord mag bedien: (30)

(29) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad of 'n soortgelyke instelling of 'n liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing: (21)

(30) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte uitvoer:

- (a) Goedere of voertuie deursoek;
- (b) persone deursoek en indien nodig, terughou;
- (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aanteken of daarvoor verslag doen;
- (d) oor wagte toesig hou of hulle beheer;

en van wie ook vereis kan word om enige van of al die pligte wat voorgeskryf is vir 'n wag uit te voer: (32)

(31) "slaapkamerbediende" 'n werknemer wat een of meer van die volgende pligte uitvoer:

- (a) Bedien van koffie, tee, melk, vrugtesap of soortgelyke drankie aan gaste in die oggend;
- (b) toesig hou oor algemene assistente wat beddens opmaak;
- (c) toesig hou oor algemene assistente wat woonkamers, slaapkamers, badkamers, of gange skoonmaak of aan die kant maak of wat vloere, vensters, mure of meubels in sodanige kamers of gange skoonmaak, politoer of was.

en van wie vereis kan word om enige van of al die werksaamhede van 'n algemene assistent waarvoor toesig gehou word in (b) en (c) vermeld, self te verrig: (3)

(32) "tafelbediende" 'n werknemer wat gaste met etes of verversings bedien, wat tafels dek of afdek en wat toebroodjies, roosterbrood of slaai mag maak: (35)

(33) "uurloon" uitgesonderd in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur sy gewone weeklikse werkure, en in die geval van 'n los werknemer, behoudens klousule 3 (1) (c) (ii), die loon wat aan hom vir daardie dag betaalbaar is, gedeel deur die getal gewone werkure deur hom op daardie dag gewerk: (18)

(34) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:

- (a) Geboue, persele, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;
- (b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel: (36)

(35) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val: (37)

(36) "weekloon" die werknemer se maandloon gedeel deur vier en 'n derde: (38)

(37) "werkspreiding" die tydperk op enige dag bereken vanaf die tydstop waarop die werknemer begin werk totdat hy sy werk vir daardie dag staak en by die toepassing van hierdie omskrywing beteken "dag" 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tydstop waarop daar met die werk begin word: (33)

(38) "wet" ook die gemene reg: (20)

(39) "wynkelner" 'n werknemer, uitgesonderd 'n hoofkroegman en 'n kroegman, wat gaste met drank bedien en wat geld mag ontvang vir die drank wat hy bedien: (39)

3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d): Provided that if the employer has been engaged in this trade in an area covered by this determination for less than 24 months in the aggregate such wages may be reduced by not more than 10 per cent during that period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of his employees, other than casual employees and part-time employees, the minimum wages specified hereunder:

3. BESOLDIGING

(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgever aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) bepaal: Met dien verstande dat indien die werkgever vir minder as 24 maande altesaam in hierdie bedryf betrokke is in 'n gebied waarin hierdie vasstelling van toepassing is, sodanige lone met hoogstens 10 persent gedurende sodanige tydperk verminder mag word waarna die minimum lone soos in paragrawe (b), (c) en (d) bepaal word, betaalbaar word en betaal moet word.

(b) Behoudens die voorbehoud in paragraaf (a), moet 'n werkgever aan elke lid van ondergenoemde klasse werknemers, uitgesonderd los werknemers en deeltydse werknemers, die minimum lone hieronder uiteengesit, betaal:

	The Magisterial District of Kuils River and the municipal areas of Paarl, Port Elizabeth, Sasolburg and Umhlanga (excluding that portion which falls within a radius of 17,7 km from the Durban General Post Office)		The Magisterial Districts of Paarl (excluding the municipal area of Paarl) and Stellenbosch and the municipal areas of Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington and Witbank		The municipal areas of Beacon Bay, East London and Kroonstad		The Magisterial Districts of Brits, George, Gordonia, Hermanus, Highveld Ridge, Knysna and Klip River, the areas within a radius of 20 km from the Middelburg (Tvl), Mossel Bay, Nelspruit and Pietersburg General Post Offices, respectively, and 30 km from the Rustenburg General Post Office, and the municipal areas of Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn and Worcester		The Magisterial District of White River, the areas within a radius of 20 km and 30 km, respectively, from the Grahamstown and Harrismith General Post Offices, the municipal areas of Beaufort West, Bethal, Bronkhorst-spruit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Gonubie, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richards Bay, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg, Saldanha and Warmbaths and that portion of the Magisterial District of Inanda which falls outside a radius of 17,7 km from the General Post Office, Durban but excluding the municipal area of Umhlanga	
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)
Assistant manager	710,00	736,00	663,00	687,00	585,00	606,00	541,00	561,00	477,00	494,00
Barman/Bartender—										
during the first year of experience	330,00	356,00	308,00	332,00	272,00	293,00	251,00	271,00	222,00	239,00
during the second year of experience	460,00	486,00	430,00	454,00	380,00	401,00	351,00	371,00	310,00	327,00
thereafter	591,00	617,00	552,00	576,00	488,00	509,00	451,00	471,00	398,00	415,00
Bedroom attendant	277,00	303,00	259,00	283,00	228,00	249,00	211,00	231,00	186,00	203,00
Clerk—										
during the first year of experience	326,00	352,00	304,00	328,00	268,00	289,00	248,00	268,00	219,00	236,00
during the second year of experience	401,00	427,00	374,00	398,00	330,00	351,00	305,00	325,00	270,00	287,00
during the third year of experience	476,00	502,00	445,00	469,00	393,00	414,00	363,00	383,00	320,00	337,00
thereafter	551,00	577,00	515,00	539,00	455,00	476,00	420,00	440,00	371,00	388,00
Cook—										
during the first year of experience	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00
during the second year of experience	345,00	371,00	322,00	346,00	284,00	305,00	262,00	282,00	231,00	248,00
thereafter	402,00	428,00	375,00	399,00	331,00	352,00	306,00	326,00	270,00	287,00
Driver	309,00	335,00	288,00	312,00	255,00	276,00	235,00	255,00	208,00	225,00

	The Magisterial District of Kuils River and the municipal areas of Paarl, Port Elizabeth, Sasolburg and Umhlanga (excluding that portion which falls within a radius of 17,7 km from the Durban General Post Office)		The Magisterial Districts of Paarl (excluding the municipal area of Paarl) and Stellenbosch and the municipal areas of Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington and Witbank		The municipal areas of Beacon Bay, East London and Kroonstad		The Magisterial Districts of Brits, George, Gordonias, Hermanus, Highveld Ridge, Knysna and Klip River, the areas within a radius of 20 km from the Middelburg (Tvl), Mossel Bay, Nelspruit and Pietersburg General Post Offices, respectively, and 30 km from the Rustenburg General Post Office, and the municipal areas of Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn and Worcester		The Magisterial District of White River, the areas within a radius of 20 km and 30 km, respectively, from the Grahamstown and Harrismith General Post Offices, the municipal areas of Beaufort West, Bethal, Bronkhorst-spruit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Gonubie, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richards Bay, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg, Saldanha and Warmbaths and that portion of the Magisterial District of Inanda which falls outside a radius of 17,7 km from the General Post Office, Durban but but excluding the municipal area of Umhlanga	
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)
General assistant—										
during the first six months of employment with the same employer	230,00	254,00	215,00	237,00	190,00	209,00	175,00	194,00	155,00	170,00
thereafter	256,00	282,00	239,00	263,00	211,00	232,00	195,00	215,00	172,00	189,00
Handyman	362,00	388,00	338,00	362,00	298,00	319,00	276,00	296,00	243,00	260,00
Head barman	651,00	677,00	608,00	632,00	536,00	557,00	496,00	516,00	439,00	456,00
Head cook	440,00	466,00	410,00	434,00	362,00	383,00	335,00	355,00	296,00	313,00
Head waiter	362,00	388,00	338,00	362,00	298,00	319,00	276,00	296,00	243,00	260,00
Housekeeper—										
during the first year of experience	336,00	362,00	314,00	338,00	277,00	298,00	256,00	276,00	226,00	243,00
thereafter	402,00	428,00	375,00	399,00	331,00	352,00	306,00	326,00	270,00	287,00
Night porter	362,00	388,00	338,00	362,00	298,00	319,00	276,00	296,00	243,00	260,00
Page	As for a general assistant									

	The Magisterial District of Kuils River and the municipal areas of Paarl, Port Elizabeth, Sasolburg and Umhlanga (excluding that portion which falls within a radius of 17,7 km from the Durban General Post Office)		The Magisterial Districts of Paarl (excluding the municipal area of Paarl) and Stellenbosch and the municipal areas of Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington and Witbank		The municipal areas of Beacon Bay, East London and Kroonstad		The Magisterial Districts of Brits, George, Gordonia, Hermanus, Highveld Ridge, Knysna and Klip River, the areas within a radius of 20 km from the Middelburg (Tvl), Mossel Bay, Nelspruit and Pietersburg General Post Offices, respectively, and 30 km from the Rustenburg General Post Office, and the municipal areas of Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn and Worcester		The Magisterial District of White River, the areas within a radius of 20 km and 30 km, respectively, from the Grahamstown and Harrismith General Post Offices, the municipal areas of Beaufort West, Bethal, Bronkhorstspuit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Gonubie, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richards Bay, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg, Saldanha and Warmbaths and that portion of the Magisterial District of Inanda which falls outside a radius of 17,7 km from the General Post Office, Durban but but excluding the municipal area of Umhlanga	
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)
Porter—										
during the first year of experience.....	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00
during the second year of experience	315,00	341,00	294,00	318,00	259,00	280,00	240,00	260,00	211,00	228,00
thereafter	343,00	369,00	320,00	344,00	282,00	303,00	261,00	281,00	230,00	247,00
Security guard.....	326,00	352,00	304,00	328,00	268,00	289,00	248,00	268,00	219,00	236,00
Waiter.....	As for a porter									
Watchman	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00
Wine steward.....	As for a porter									
Employee not specifically mentioned elsewhere in this sub-clause	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00

- (a) During the first 12 months after this determination becomes binding.
 (b) Thereafter.

	Die landdrosdistrik Kuilsrivier en die munisipale gebiede van Paarl, Port Elizabeth, Sasolburg en Umhlanga (uitgesonderd die gebied binne 'n radius van 17,7 km vanaf die Hoofposkantoor Durban)		Die landdrosdistrikte Paarl (uitgesonderd die munisipale gebied van Paarl) en Stellenbosch en die munisipale gebiede van Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaarsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington en Witbank		Die munisipale gebiede van Beacon Bay, Kroonstad en Oos-Londen		Die landdrosdistrikte Brits, George, Gordonia, Hermanus, Hoëveldrif, Knysna en Kliprivier, die gebiede binne 'n radius van 20 km, onderskeidelik, vanaf die Hoofposkantore Middelburg (Tvl), Mosselbaai, Nelspruit en Pietersburg en 30 km vanaf die Hoofposkantoor Rustenburg, en die munisipale gebiede van Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn en Worcester		Die landdrosdistrik Witrivier, die gebiede binne 'n radius van 20 km en 30 km, onderskeidelik, vanaf die Hoofposkantore Grahamstad en Harrismith, die munisipale gebiede van Beaufort-Wes, Bethal, Bronkhorstspuit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Gonubie, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richardsbaai, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg-Saldanha en Warmbad en daardie gedeelte van die landdrosdistrik Inanda buite 'n radius van 17,7 km vanaf die Hoofposkantoor Durban maar uitgesonderd die munisipale gebied van Umhlanga	
	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand
	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)
Algemene assistent—										
gedurende die eerste ses maande diens by dieselfde werkgever	230,00	254,00	215,00	237,00	190,00	209,00	175,00	194,00	155,00	170,00
daarna	256,00	282,00	239,00	263,00	211,00	232,00	195,00	215,00	172,00	189,00
Assistent-bestuurder	710,00	736,00	663,00	687,00	585,00	606,00	541,00	561,00	477,00	494,00
Drywer	309,00	335,00	288,00	312,00	255,00	276,00	235,00	255,00	208,00	225,00
Faktotum	362,00	388,00	338,00	362,00	298,00	319,00	276,00	296,00	243,00	260,00
Hoofkok	440,00	466,00	410,00	434,00	362,00	383,00	335,00	355,00	296,00	313,00
Hoofkroegman	651,00	677,00	608,00	632,00	536,00	557,00	496,00	516,00	439,00	456,00
Hoof Tafelbediende	362,00	388,00	338,00	362,00	298,00	319,00	276,00	296,00	243,00	260,00
Hoteljoggie	Soos vir 'n algemene assistent									
Huishoudster—										
gedurende die eerste jaar ondervinding	336,00	362,00	314,00	338,00	277,00	298,00	256,00	276,00	226,00	243,00
daarna	402,00	428,00	375,00	399,00	331,00	352,00	306,00	326,00	270,00	287,00

	Die landdrosdistrik Kuilsrivier en die munisipale gebiede van Paarl, Port Elizabeth, Sasolburg en Umhlanga (uitgesonderd die gebied binne 'n radius van 17,7 km vanaf die Hoofposkantoor Durban)		Die landdrosdistrikte Paarl (uitgesonderd die munisipale gebied van Paarl) en Stellenbosch en die munisipale gebiede van Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaarsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington en Witbank		Die munisipale gebiede van Beacon Bay, Kroonstad en Oos-Londen		Die landdrosdistrikte Brits, George, Gordonias, Hermanus, Hoëveldrif, Knysna en Kliprivier, die gebiede binne 'n radius van 20 km, onderskeidelik, vanaf die Hoofposkantore Middelburg (Tvl), Mosselbaai, Nelspruit en Pietersburg en 30 km vanaf die Hoofposkantoor Rustenburg, en die munisipale gebiede van Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn en Worcester		Die landdrosdistrik Witrivier, die gebiede binne 'n radius van 20 km en 30 km, onderskeidelik, vanaf die Hoofposkantore Grahamstad en Harrismit, die munisipale gebiede van Beaufort-Wes, Bethal, Bronkhorstspuit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Gonubie, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richardsbaai, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg-Saldanha en Warmbad en daardie gedeelte van die landdrosdistrik Inanda buite 'n radius van 17,7 km vanaf die Hoofposkantoor Durban maar uitgesonderd die munisipale gebied van Umhlanga	
	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand
	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)
Klerk—										
gedurende die eerste jaar ondervinding	326,00	352,00	304,00	328,00	268,00	289,00	248,00	268,00	219,00	236,00
gedurende die tweede jaar ondervinding	401,00	427,00	374,00	398,00	330,00	351,00	305,00	325,00	270,00	287,00
gedurende die derde jaar ondervinding	476,00	502,00	445,00	469,00	393,00	414,00	363,00	383,00	320,00	337,00
daarna	551,00	577,00	515,00	539,00	455,00	476,00	420,00	440,00	371,00	388,00
Kok—										
gedurende die eerste jaar ondervinding	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00
gedurende die tweede jaar ondervinding	345,00	371,00	322,00	346,00	284,00	305,00	262,00	282,00	231,00	248,00
daarna	402,00	428,00	375,00	399,00	331,00	352,00	306,00	326,00	270,00	287,00
Kroegman—										
gedurende die eerste jaar ondervinding	330,00	356,00	308,00	332,00	272,00	293,00	251,00	271,00	222,00	239,00
gedurende die tweede jaar ondervinding	460,00	486,00	430,00	454,00	380,00	401,00	351,00	371,00	310,00	327,00
daarna	591,00	617,00	552,00	576,00	488,00	509,00	451,00	471,00	398,00	415,00
Nagportier	362,00	388,00	338,00	362,00	298,00	319,00	276,00	296,00	243,00	260,00

	Die landdrosdistrik Kuilsrivier en die munisipale gebiede van Paarl, Port Elizabeth, Sasolburg en Umhlanga (uitgesonderd die gebied binne 'n radius van 17,7 km vanaf die Hoofposkantoor Durban)		Die landdrosdistrikte Paarl (uitgesonderd die munisipale gebied van Paarl) en Stellenbosch en die munisipale gebiede van Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaarsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington en Witbank		Die munisipale gebiede van Beacon Bay, Kroonstad en Oos-Londen		Die landdrosdistrikte Brits, George, Gordonia, Hermanus, Hoëveldrif, Knysna en Kliprivier, die gebiede binne 'n radius van 20 km, onderskeidelik, vanaf die Hoofposkantore Middelburg (Tvl), Mosselbaai, Nelspruit en Pietersburg en 30 km vanaf die Hoofposkantoor Rustenburg, en die munisipale gebiede van Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn en Worcester		Die landdrosdistrik Witrivier, die gebiede binne 'n radius van 20 km en 30 km, onderskeidelik, vanaf die Hoofposkantore Grahamstad en Harrismith, die munisipale gebiede van Beaufort-Wes, Bethal, Bronkhorstspuit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Gonubie, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richardsbaai, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg-Saldanha en Warmbad en daardie gedeelte van die landdrosdistrik Inanda buite 'n radius van 17,7 km vanaf die Hoofposkantoor Durban maar uitgesonderd die munisipale gebied van Umhlanga	
	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand
	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)	(a)	(b)
Portier—										
gedurende die eerste jaar ondervinding	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00
gedurende die tweede jaar ondervinding	315,00	341,00	294,00	318,00	259,00	280,00	240,00	260,00	211,00	228,00
daarna	343,00	369,00	320,00	344,00	282,00	303,00	261,00	281,00	230,00	247,00
Sekuriteitswag	326,00	352,00	304,00	328,00	268,00	289,00	248,00	268,00	219,00	236,00
Slaapkamerbediende	277,00	303,00	259,00	283,00	228,00	249,00	211,00	231,00	186,00	203,00
Tafelbediende	Soos vir 'n portier									
Wag	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00
Wynkelner	Soos vir 'n portier									
Werknemers nie elders in hierdie subklousule uitdruklik vermeld nie	288,00	314,00	269,00	293,00	237,00	258,00	219,00	239,00	193,00	210,00

(a) Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het

(b) Daarna

(c) *Casual employees.*—Subject to the proviso to paragraph (a), a casual employee shall be paid in respect of the total period worked by him on any day, other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b), read with clause 2 (18), for an employee in the same area who performs the same class of work as the casual employee is required to do, or not less than the hourly wage or the hourly equivalent of the wage actually being paid to such other employee, whichever is the greater amount, plus 15 per cent: Provided that—

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

(ii) where the employer requires a casual employee—

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

(ab) to work for a period of less than four hours on any day, such employee shall be deemed to have worked for four hours.

(d) *Part-time employees.*—Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than 60 per cent of the wage prescribed for an employee in the same area of the same class and with the same experience, having due regard to the definition "experience".

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

(3) *Differential wage.*—Subject to the proviso to subclause (1) (a), an employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which—

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

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

Provided that—

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

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

(iii) this subclause shall not apply to a cook, barman, or waiter who performs the work of a head cook, head barman or head waiter, respectively, during the absence of the latter on a Sunday.

(4) *Calculation of wages.*—The hourly wage, daily wage and weekly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 6 (5) and (6), any amount due to an employee, other than a casual employee, shall be paid monthly in cash or with the consent of the employee by cheque, during his ordinary hours of work, or within 15 minutes thereafter on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

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

(c) the period in respect of which payment is made;

(c) *Los werknemers.*—Behoudens die voorbehoud in paragraaf (a), moet 'n los werknemer vir die totale tydskuur wat hy op enige dag, uitgesonderd 'n betaalde vakansiedag of Sondag, werk, betaal word teen 'n tarief wat nie minder is nie as die uurloon in paragraaf (b), saamgelees met subklousule (4), bepaal, vir 'n werknemer in dieselfde gebied en wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, of teen 'n tarief wat nie minder is nie as die uurloon of die uurlikse ekwivalent van die loon wat werklik aan sodanige ander werknemer betaal word, welke bedrag ook al die hoogste is, plus 15 persent: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "sodanige ander werknemer" die werknemer van die betrokke klas beteken aan wie die werkgever die laagste loon betaal;

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

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

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

(d) *Deeltydse werknemers.*—Behoudens die voorbehoud in paragraaf (a), moet 'n deeltydse werknemer minstens 60 persent van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, vir dieselfde klas werk en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordomskriving van "ondervinding".

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

(3) *Differensiële loon.*—Behoudens die voorbehoud in subklousule (1) (a), moet 'n werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

Met dien verstande dat—

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

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

(iii) hierdie subklousule nie van toepassing is nie op 'n kok, kroegman of tafelbediende wat die werk verrig van onderskeidelik 'n hoofkok, hoofkroegman of hooftafelbediende gedurende laasgenoemde se afwesigheid op 'n Sondag.

(4) *Loonberekening.*—Die uurloon, dagloon en weekloon van 'n werknemer moet ooreenkomstig die woordomskrivings van die uitdrukkings in klousule 2 bereken word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (5) en (6) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks in kontant betaal word, of met die toestemming van die werknemer per tjek, gedurende sy gewone werkure, of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houër wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgever se naam;

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

(c) die tydperk waarvoor die betaling geskied;

(d) the number of ordinary hours of work worked by the employee in that period;

(e) the number of overtime hours worked by the employee in that period;

(f) the number of hours worked by the employee on a Sunday or on a paid holiday;

(g) the employee's wage;

(h) details of any other remuneration arising out of the employee's employment;

(i) details of any deductions made; and

(j) the net amount paid to the employee;

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

(i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment accessible to all employees affected thereby;

(ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer, who shall, however, hand to him the aforementioned statement;

(iii) the information relating to (d), (e) and (f) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (6) (c).

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

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

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

(5) *Accommodation and board.*—Subject to any other law, an employer shall not require his employee to accept accommodation from or board with him or from or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor may he make any deductions from his employee's remuneration other than the following:

(a) With the written consent of the employee, a deduction for a holiday, sick, medical, insurance, savings, provident or pension fund or subscriptions to a trade union;

(b) except where otherwise provided in this determination, whenever an employee is absent from work, other than at the instance of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one-third of the total remuneration due to the employee on the pay-day concerned;

(e) with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to—

(i) any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i) above;

(f) whenever an employee is required by law or agrees to accept accommodation from and board with his employer, a deduction not exceeding the following amounts:

(d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;

(e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;

(f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag, gewerk het;

(g) die werknemer se loon;

(h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(i) besonderhede van enige bedrag wat afgetrek is; en

(j) die netto bedrag wat aan die werknemer betaal word;

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

(i) die besonderhede hierbo voorgeskryf, in kodevorm op die koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;

(ii) met die skriftelike toestemming van 'n werknemer, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur die werkgever wat die voornoemde staat egter aan hom moet oorhandig;

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (6) (c) van die werkeurebepalings uitgesluit is, verstrek hoef te word nie.

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

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

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

(5) *Huisvesting en kos.*—Behoudens die bepalinge van enige ander wet, mag 'n werkgever nie van sy werknemer vereis om huisvesting of kos van hom of enigiemand anders of op enige plek deur hom aangewys, aan te neem nie.

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

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledegeld van 'n vakvereniging;

(b) behoudens andersluidende bepalinge in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as die toedoen van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgever volgens wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;

(d) met die skriftelike toestemming van 'n werknemer, 'n aftrekking, teen afbetaling, van enige bedrag wat die werkgever aan hom geleen of voorgesket het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is;

(e) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan—

(i) enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n lening aan sodanige werknemer toegestaan om 'n woning te bekom;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgesket vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;

(f) wanneer daar volgens wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting of kos van sy werkgever aan te neem, 'n bedrag van hoogstens:

	In the case of a general assistant, a page, a bedroom attendant, a watchman or an employee referred to in clause 3 as an "employee not specifically mentioned elsewhere in this subclause"		In the case of all other employees	
	Per week	Per month	Per week	Per month
	R	R	R	R
Board	4,20	18,20	6,30	27,30
Accommodation	1,50	6,50	2,00	8,70
Board and accommodation	5,70	24,70	8,30	36,00

	In die geval van 'n algemene assistent, hoteljoggie, slaapkamerbediende, 'n wag of 'n werknemer na wie in klousule 3 verwys word as 'n "werknemer nie elders in hierdie subklousule uitdruklik vermeld nie"		In die geval van alle ander werknemers	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Kos	4,20	18,20	6,30	27,30
Huisvesting	1,50	6,50	2,00	8,70
Kos en huisvesting	5,70	24,70	8,30	36,00

For the purposes of this paragraph the expression "board" shall mean the regular provision by an employer of three meals a day and nothing in this determination shall be so construed as to prevent an employer from engaging an employee on condition that the employer provides him with board, and the employer's right to deduct the amount prescribed for board shall not be affected in the employee refuses to avail himself of the board that the employer so provides;

(g) whenever an employee is not regularly supplied with three meals a day, a deduction not exceeding 20 cents for each meal supplied to a general assistant, a page, a bedroom attendant, a watchman, or an employee referred to in clause 3 as an "employee not specifically mentioned elsewhere in this subclause", or 30 cents for each meal supplied to any other class of employee: Provided that nothing in this determination shall be so construed as to prevent an employer from engaging an employee on condition that the employer provides him with a meal or meals, and the employer's right to deduct the amount prescribed for a meal or meals shall not be affected if the employee refuses to avail himself of the meal or meals that the employer so provides.

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

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

(a) a *casual employee*, eight in a day: Provided that if such an employee is required to perform the duties of a security eight in a day: Provided that if such an employee, a watchman or a night porter, he may work not more than 12 ordinary hours in any day;

(b) a *part-time employee*, four in a day: Provided that, subject to subclause (3), the ordinary hours of work of a part-time employee on any day shall be consecutive;

(c) a *security guard, a watchman or a night porter*, 60 in a week from Monday to Saturday, inclusive;

(d) any other employee, 48 in a week from Monday to Saturday, inclusive.

(2) *Spreadover.*—The ordinary hours of work and all overtime of any employee, other than a part-time employee, must be completed and all meal intervals must be included in a spreadover of not more than 14 hours in any day: Provided that on not more than one day in any week the said spreadover of 14 hours may be extended by not more than two hours.

(3) *Meal intervals.*—An employer shall grant to each of his employees a meal interval of not less than 30 minutes within one hour before to one hour after each normal mealtime for guests in the establishment, and during such interval an employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that an employer shall not require or permit an employee to work for more than five hours continuously without a meal interval.

By die toepassing van hierdie paragraaf beteken die uitdrukking "kos" die gereelde verskaffing deur 'n werkgever van drie etes per dag en niks in hierdie vasstelling word so uitgelê dat dit 'n werkgever belet om 'n werknemer op die voorwaarde dat die werkgever hom van kos sal voorsien, in diens te neem nie; en die werkgever se reg om die bedrag af te trek wat vir kos voorgeskryf word, word nie geraak deur die werknemer se weiering om gebruik te maak van die kos wat die werkgever aldus verskaf nie;

(g) wanneer 'n werknemer nie gereeld van drie etes per dag voorsien word nie, hoogstens 20c per ete verskaf aan 'n algemene assistent, hoteljoggie, slaapkamerbediende, 'n wag of 'n werknemer na wie in klousule 3 verwys word as 'n "werknemer nie elders in hierdie subklousule uitdruklik vermeld nie" of 30c per ete verskaf aan enige ander klas werknemer: Met dien verstande dat niks in hierdie vasstelling so uitgelê word dat 'n werkgever belet word om 'n werknemer op die voorwaarde dat die werkgever hom van 'n ete of etes sal voorsien, in diens te neem nie; en die werkgever se reg om die bedrag af te trek wat vir 'n ete of etes voorgeskryf word nie geraak word nie deur die werknemer se weiering om gebruik te maak van die ete of etes wat die werkgever aldus verskaf.

5. GEWONE WERKURE, OORTYD EN BETALING VIR OORTYDWERK

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

(a) 'n *los werknemer*, agt op 'n dag: Met dien verstande dat indien sodanige werknemer die pligte van 'n nagportier, 'n sekuriteitswag of 'n wag verrig, hy hoogstens 12 gewone werkure op enige dag mag werk;

(b) 'n *deeltydse werknemer*, vier op 'n dag: Met dien verstande dat behoudens subklousule (3), die gewone werkure aan sodanige werknemer op enige dag agtereenvolgend moet wees;

(c) 'n *sekuriteitswag, 'n wag of 'n nagportier*, 60 in 'n week vanaf Maandag tot en met Saterdag;

(d) *enige ander werknemer*, 48 in 'n week, vanaf Maandag tot en met Saterdag.

(2) *Werkspreading.*—Die gewone werkure en alle oortyd van 'n werknemer, uitgesonderd 'n deeltydse werknemer, moet voltooi word en alle etenspouse moet ingegrepe wees in 'n werkspreading van hoogstens 14 uur op 'n dag: Met dien verstande dat die gemelde werkspreading van 14 uur op hoogstens een dag in 'n week met hoogstens twee uur verleng mag word.

(3) *Etenspouses.*—'n Werkgever moet aan elkeen van sy werknemers 'n etenspouse van minstens 30 minute toestaan binne een uur vóór tot een uur ná elke gereelde etenstyd vir gaste in die bedryfsinrigting en daar mag nie vereis of toegelaat word dat 'n werknemer gedurende sodanige pouse enige werk verrig nie, en sodanige pouse vorm nie deel van die gewone werkure of oortyd nie: Met dien verstande dat 'n werkgever nie mag vereis of toelaat dat sy werknemer meer as vyf uur aaneen werk sonder 'n etenspouse nie.

(4) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime other than in accordance with an agreement concluded with the employee, and such overtime shall not exceed, in the case of—

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

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

(i) one and one-third times his hourly wage in respect of the total period, not exceeding 10 hours in any week, so worked by such employee;

(ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week, so worked by such employee.

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

(6) *Savings.*—(a) Subclauses (2), (3) and (4) shall not apply to an employee while he is engaged in emergency work.

(b) Subclause (3) shall not apply to a night porter, a security guard or a watchman: Provided that, if such an employee is allowed a meal interval, the time taken up by such interval shall be deemed to be time worked.

(c) This clause shall not apply to an assistant manager or any other class of employee who receives a regular wage of not less than—

(i) R2 000 per month in the Magisterial Districts of Inanda (excluding that portion which falls within a radius of 17,7 km from the Durban General Post Office), Kuils River, Paarl and Stellenbosch and the municipal areas of Beacon Bay, Bloemfontein, Carletonville, Despatch, East London, Fochville, Gonubie, Heidelberg (Tvl), Kimberley, Klerksdorp, Odendaalsrus, Orkney, Port Elizabeth, Potchefstroom, Sasolburg, Stilfontein, Uitenhage, Umhlanga (excluding that portion which falls within a radius of 17,7 km of the Durban General Post Office), Verulam, Virginia, Welkom, Wellington and Witbank;

(ii) R1 850 per month in the Magisterial Districts of Brits, George, Highveld Ridge, Klip River, Knysna and White River, that portion of the Magisterial District of Mossel Bay which falls within a radius of 20 km from the Mossel Bay General Post Office, and the municipal areas of Bethlehem, Delmas, Dundee, Empangeni, Ermelo, Estcourt, Grahamstown, Harrismith, King William's Town, Kroonstad, Lichtenburg, Malmesbury, Middelburg (Tvl), Nelspruit, Newcastle, Oudtshoorn, Potgietersrus, Pietersburg, Queenstown, Richards Bay, Rustenburg, Tzaneen, Upington, Vredenburg-Saldanha, Vryburg and Worcester;

(iii) R1 700 per month in any area referred to in clause 1 (2) and not included in subparagraphs (i) and (ii) above.

6. ANNUAL LEAVE

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

(a) *night porter*, a security guard or a watchman whose ordinary hours of work—

(i) *exceed 48* in a week, 28 consecutive days;

(ii) *do not exceed 48* in a week, 21 consecutive days;

(b) *any other employee*, 21 consecutive days.

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

(a) subclause (1) (a) (i), an amount of not less than four times, and

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

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

(4) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe in ooreenstemming met 'n ooreenkoms wat met die werknemer aangegaan is en sodanige oortyd mag nie, in die geval van—

(a) 'n loswerknemer, drie uur op 'n dag;

(b) 'n nagportier, 'n sekuriteitswag of 'n wag, 12 uur in 'n week;

(c) enige ander klas werknemer, 10 uur in 'n week,

oorskry nie.

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

(i) een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydskuur aldus deur sodanige werknemer gewerk en wat nie 10 uur in enige week oorskry nie;

(ii) een en 'n half maal sy uurloon betaal ten opsigte van die ure deur sodanige werknemer gewerk en wat 10 uur per week oorskry;

(b) 'n Werkgewer moet 'n *los werknemer* wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydskuur aldus op enige dag gewerk.

(6) *Voorbehoudsbepalings.*—(a) Subklousules (2), (3) en (4) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

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

(c) Hierdie klousule is nie van toepassing nie op 'n assistent-bestuurder of enige ander klas werknemer wat gereeld 'n loon ontvang van minstens—

(i) R2 000 per maand in die landdrostdistrikte Inanda (uitgesonderd die gedeelte wat binne 'n radius van 17,7 kilometer van die Hoofposkantoor, Durban val), Kuilsrivier, Paarl en Stellenbosch en die munisipale gebiede van Beacon Bay, Bloemfontein, Carletonville, Despatch, Fochville, Gonubie, Heidelberg (Tvl.), Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Orkney, Port Elizabeth, Potchefstroom, Sasolburg, Stilfontein, Uitenhage, Umhlanga (uitgesonderd die gedeelte wat binne 'n radius van 17,7 kilometer van die Hoofposkantoor, Durban val), Verulam, Virginia, Welkom, Wellington en Witbank;

(ii) R1 850 per maand in die landdrostdistrikte Brits, George, Hoëveldrif, Kliprivier, Knysna en Witrivier, die gedeelte van die landdrostdistrik Mosselbaai wat binne 'n radius van 20 kilometer van die Hoofposkantoor, Mosselbaai val, en die munisipale gebiede van Bethlehem, Delmas, Dundee, Empangeni, Ermelo, Estcourt, Grahamstad, Harrismith, King William's Town, Kroonstad, Lichtenburg, Malmesbury, Middelburg (Tvl), Nelspruit, Newcastle, Oudtshoorn, Potgietersrus, Pietersburg, Queenstown, Richardsbaai, Rustenburg, Tzaneen, Upington, Vredenburg-Saldanha, Vryburg en Worcester;

(iii) R1 700 per maand in enige gebied genoem in klousule 1 (2) en nie ingesluit in subparagrafe (i) en (ii) hierbo nie.

6. JAARLIKSE VERLOF

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

(a) 'n nagportier, 'n sekuriteitswag, 'n wag wie se gewone werkure—

(i) *48 in 'n week oorskry*—28 agtereenvolgende dae;

(ii) *nie 48 in 'n week oorskry nie*—21 agtereenvolgende dae;

(b) *enige ander werknemer*—21 agtereenvolgende dae.

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

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

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

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

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

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

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

(i) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 15 weeks;

(ii) any period during which the employee is under notice of termination of employment in terms of clause 12; or

(iii) any period during which the employee is doing military service;

(c) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of employment to which the annual leave relates;

(d) if a paid holiday falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave, and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

(4) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates, and

(ii) the date of receipt of the request is endorsed on the request over his signature by the employer who shall retain the request at least until after the expiration of the period of leave.

(b) Subclause (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(5) At the written request of his employee, an employer may, in lieu of granting the leave prescribed in subclause (1) for such employee, pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave had been granted: Provided that—

(a) payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer;

(b) the request is made by the employee not later than four months after the expiry of the 12 months of employment to which the leave relates;

(c) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the period of 12 months of employment to which the leave relates, whichever is the later.

(6) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than such employee's first pay-day after the expiration of the leave.

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

(a) in the case of an employee referred to in subclause (1) (a) (i), one third; and

(b) in the case of an employee referred to in subclause (1) (a) (ii) or (1) (b), one fourth,

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

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

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

(i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is; of

(iii) waarin 'n werknemer vir militêre diens afwesig is;

(c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, gedurende die tydperk van diens waarop die jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek;

(d) as 'n betaalde vakansiedag binne sodanige tydperk van verlof val, daar vir elke sodanige betaalde vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word.

(4) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande dat—

(i) sodanige werknemer so 'n versoek rig binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

(b) Subklousule (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(5) Op die skriftelike versoek van sy werknemer kan 'n werkgever, in plaas van die verlof toe te staan wat in subklousule (1) vir sodanige werknemer voorgeskryf word, hom minstens die bedrag betaal wat die werkgever hom ten opsigte van sodanige verlof sou moes betaal het as die verlof toegestaan was: Met dien verstande dat—

(a) betaling in plaas van verlof hoogstens een maal in elke twee agtereenvolgende tydperke van 12 maande diens by dieselfde werkgever toegelaat word;

(b) die werknemer die versoek doen binne uiters vier maande na afloop van die 12 maande diens waarop die verlof betrekking het;

(c) die werkgever die ontvangsdatum van die versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die afloopdatum van die tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die datums.

(6) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4) moet nie later nie as op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, nie later nie as op sodanige werknemer se eerste betaaldag na verstryking van die verlof, betaal word.

(7) 'n Werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloo het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) (i) bedoel, een derde; en

(b) in die geval van 'n werknemer in subklousule (1) (a) (ii) of (1) (b) bedoel, een vierde,

of the weekly wage he was receiving immediately before the date of such termination: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of proviso (c) to subclause (3);

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12 shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

(aa) the employer has waived such notice or the employee has paid the employer upon termination or prior to termination of service in lieu of notice; or

(ab) in failing to give and serve such notice he was acting within his legal rights.

(8) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclauses (3) (d) and (4), and whose employment terminates before such leave has been granted and taken shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him and taken at the date of such termination.

(9) For the purposes of this clause the expressions "employment" and "period of employment" shall be deemed to include—

(a) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 12;

(b) any period during which an employee is absent—

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(iii) at the instance of his employer;

(iv) with the consent or condonation of his employer;

(v) for any other reason not being in breach of the contract of employment, amounting in the aggregate, in any period of 12 months, to not more than 15 weeks;

it (c) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months' employment, more than four months of such service;

and employment shall be deemed to commence—

(aa) in the case of an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which he last became entitled to such leave under that law;

(ab) in the case of an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(ac) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.

7. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than 36 work-days' sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay the employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first cycle of 36 months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(b) if in the first 36 consecutive months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to at the time in terms of subparagraph (a), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so, the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgewer ten opsigte van enige tydperk van verlof wat aan 'n werknemer ingevolge voorbehoud (c) van subklousule (3) toegestaan is, 'n eweredige bedrag kan aftrek;

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en die kennisgewingstermyn wat by klousule 12 voorgeskryf word, uit te dien, slegs geregtig sal wees om betaling ingevolge hierdie subklousule te eis ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy in plaas van diensopsegging aan sy werkgewer moes betaal tensy—

(aa) die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ab) hy by versuim om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.

(8) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules 3 (d) en (4) en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan en deur hom geneem is.

(9) By die toepassing van hierdie klousule word die uitdrukkings "diens" en "dienstermyn" geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer betaal of 'n werknemer 'n werkgewer betaal in plaas van kennis te gee ingevolge klousule 12;

(b) enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);

(iii) met die toedoen van sy werkgewer;

(iv) met die toestemming van of kwytskelding deur sy werkgewer; en

(v) vir enige rede anders as 'n verbreking van sy dienskontrak, van altesaam hoogstens 15 weke in enige tydperk van 12 maande;

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

en word diens geag te begin—

(aa) in die geval van 'n werknemer wat, voordat hierdie vasstelling van krag geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie wet op verlof geregtig geword het;

(ab) in die geval van 'n werknemer wat, voordat hierdie vasstelling van krag geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(ac) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie vasstelling van krag geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van minstens 36 werkdade, gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(a) 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

(b) indien 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens weens ongeskiktheid afwesig is vir langer as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (a) geregtig is, is sy werkgewer nie op daardie tyd stip verplig om hom vir sodanige langer siekteverlof wat geneem is, te betaal nie. Die werkgewer moet egter by verstryking van die eerste kringloop van 36 maande, indien hy dit nie reeds gedoen het nie, aan die werknemer op daardie tyd stip 'n bedrag

difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity, up to a maximum of 36 work-days. Such compensation shall be effected at the rate of the employee's wage at the commencement of his incapacity: Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed month of employment, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

(c) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

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

(a) for more than two consecutive work-days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that if an employee has received payment in terms of this clause on two or more occasions during any period of eight weeks without producing such a certificate, his employer may in the next eight weeks require him to produce such a certificate in respect of any length of absence.

(3) For the purposes of this clause the expression—

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

(ab) at the instance of his employer;

(ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in paragraph (b);

(ad) with the consent or condonation of his employer;

(ae) for any reason not being in breach of the contract of employment;

amounting in the aggregate, in any period of 36 months, to not more than 30 weeks; and

(ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service;

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;

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

(4) Savings.— This clause shall not apply—

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

(b) in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay the employee not less than his full wage.

uitbetaal wat nie minder mag wees nie as 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling reeds gemaak en die werknemer se loon vir die volle tydperk van ongeskiktheid tot 'n maksimum van 36 dae. Sodanige uitbetaling moet geskied teen 'n koers van nie minder nie as die werknemer se loon ten tye van die aanvang van sy ongeskiktheid: Met dien verstande verder dat indien die werknemer se dienskontrak voor die verstryking van sodanige eerste kringloop beëindig word, hy daarop geregtig sal wees om betaling van sy werkgewer te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy alreeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooide maand van diens, en by die toepassing van hierdie voorbehoud beteken die uitdrukking "loon" die loon wat die werknemer ten tye van die aanvang van sy ongeskiktheid ontvang het;

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

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

(a) vir langer as twee agtereenvolgende werkdade, of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n betaalde vakansiedag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, indien 'n werknemer by twee of meer geleenthede besoldiging ingevolge hierdie klousule gedurende enige tydperk van agt weke ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer in die daaropvolgende agt weke van hom mag vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

(i) enige tydperk wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) met die toedoen van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uiteengesit in paragraaf (b);

(ad) met die toestemming van of kwytstelling deur sy werkgewer;

(ae) vir enige rede anders as 'n verbreking van sy dienskontrak, van altesaam hoogstens 30 weke in enige tydkring van 36 maande;

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

(iii) enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;

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

(4) Voorbehoudsbepalings.—Hierdie klousule is nie van toepassing nie—

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

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

8. PAID HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a paid holiday.*—(a) Whenever an employee, other than a casual employee, does not work on a paid holiday and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least his daily wage.

(b) Whenever an employee, other than a casual employee, works on a paid holiday, his employer shall pay him in respect of that day—

(i) an amount calculated at a rate of not less than double his wage in respect of the total period worked by him on such holiday or double his daily wage, whichever is the greater; or

(ii) an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on that day, and grant to him, within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than his daily wage; or

(iii) at the written request of his employee, an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on that day, and grant to him one extra day annual leave and pay him in respect of such leave an amount of not less than his daily wage.

(2) *Compensation for work on a Sunday.*—(a) Whenever an employee, other than a casual employee, works on a Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).

(b) Whenever an employee, other than a casual employee, works on a Sunday which is not also a paid holiday, his employer shall pay him—

(i) if he so works for not more than four hours, an amount equal to at least his daily wage; or

(ii) if he so works for longer than four hours, an amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him on such Sunday, or an amount of not less than double his daily wage, whichever is the greater; or

(iii) an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him, within seven days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than his daily wage; or

(iv) at the written request of his employee, an amount calculated at a rate of not less than one and one-third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him one extra day annual leave and pay him in respect of such leave an amount of not less than his daily wage.

(3) Whenever an employee works for a period which falls—

(a) partly on a paid holiday and partly on a Sunday, or

(b) partly on a paid holiday and partly on an ordinary work-day, or

(c) partly on a Sunday and partly on an ordinary work-day;

he shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(4) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of not less than double the hourly wage prescribed for, or double the lowest wage actually being paid to an employee in the same area who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

(a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage of a qualified employee of that class as calculated in terms of clause 3 (4);

(b) to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

(6) *Savings.*—Subclauses (1) (b) and (2) shall not apply to an employee referred to in clause 5 (6) (c).

8. BETAALDE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n betaalde vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n betaalde vakansiedag werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag werk, moet sy werkgever hom ten opsigte van daardie dag betaal—

(i) 'n bedrag bereken teen 'n koers van minstens dubbel sy loon ten opsigte van die volle tydskuur wat hy op sodanige vakansiedag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n koers minstens een en 'n derde maal van sy uurloon ten opsigte van die volle tydskuur wat hy op daardie dag werk en aan hom binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal; of

(iii) met die skriftelike instemming van die werknemer, 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op daardie dag werk en aan hom een bykomende dag jaarlikse verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(2) *Vergoeding vir werk op 'n Sondag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk en sodanige dag is ook 'n betaalde vakansiedag moet sy werkgever hom vergoed op die grondslag by subklousule (1) (b), neergelê.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk wat nie 'n betaalde vakansiedag is nie, moet sy werkgever hom—

(i) indien hy hoogstens vier uur werk, 'n bedrag minstens gelyk aan sy dagloon betaal; of

(ii) indien hy langer as vier uur werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter ook al die grootste is; of

(iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk en aan hom binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie, betaal; of

(iv) met die skriftelike instemming van die werknemer, 'n bedrag betaal, bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk en aan hom een bykomende dag jaarlikse verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(3) Wanneer 'n werknemer vir 'n tydperk werk wat—

(a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of

(b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of

(c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,

moet dit by die toepassing van hierdie klousule geag word dat die hele tydperk wat hy werk op dié dag val waarop die grootste gedeelte van die tyd wat hy werk, val.

(4) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag of 'n Sondag werk, moet sy werkgever hom ten opsigte van die volle tydskuur wat hy op sodanige dag werk, 'n bedrag betaal, bereken teen 'n koers van dubbel die voorgeskrewe uurloon vir, of dubbel die laagste werklike uurloon van, 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk as wat van die los werknemer vereis word, verrig, watter bedrag ook al die grootste is: Met dien verstande dat waar die werkgever van 'n los werknemer vereis—

(a) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon vir 'n gekwalifiseerde werknemer van daardie klas beteken, soos bereken ingevolge klousule 3 (4);

(b) om vir 'n tydskuur van minder as vier uur op 'n dag te werk dit geag word dat hy vier uur gewerk het.

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

(6) *Voorbehoudsbepalings.*—Subklousules (1) (b) en (2) is nie van toepassing nie op 'n werknemer in klousule 5 (6) (c) vermeld.

9. RATIO

(1) An employer shall not employ an unqualified cook unless he has in his employ a qualified cook, and for every qualified cook in his employ he shall employ not more than two unqualified cooks.

(2) An employer shall not employ an unqualified waiter or wine steward unless he has in his employ two qualified waiters or wine stewards, respectively, and for every two qualified waiters or wine stewards in his employ he shall employ not more than one unqualified waiter or wine steward, respectively.

(3) An employer shall not employ an unqualified barman, porter or clerk unless he has in his employ a qualified barman, porter or clerk, respectively, and for each such qualified employee in his employ he shall not employ more than one unqualified employee of that class.

(4) For the purpose of this clause—

(a) an employer or manager who is wholly or mainly engaged in performing the duties of a particular class of employee may be deemed to be a qualified employee in such class;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class and area may be deemed to be a qualified employee;

(c) part-time employees shall be deemed not to be employees.

(5) This clause shall apply separately to each establishment.

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

(1) employ any person under the age of 16 years;

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

11. UNIFORMS AND SPECIAL CLOTHING

An employee shall supply and maintain in serviceable and clean condition, free of charge, any uniform, apron, cap, overall or white or black jacket or any other special clothing, other than black trousers, which he requires his employee to wear or which by any law he is required to provide for his employee, and any such uniform, apron, cap, overall, jacket or special clothing shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Notwithstanding clause 3 (2), an employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, not less than one work-day's notice;

(b) in the case of a barman, a general assistant working in a bar or a wine steward, after the first four weeks of employment, two work-days' notice; and

(c) in the case of any other employee, after the first four weeks of employment, one week's notice;

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

(i) one work-day's notice, the daily wage the employee is receiving at the time of such termination;

(ii) two work-days' notice, double the daily wage the employee is receiving at the time of such termination;

(iii) one week's notice, the weekly wage the employee is receiving at the time of such termination;

Provided that this shall not affect—

(aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

9. GETALSVIRHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde kok in diens neem nie tensy hy 'n gekwalifiseerde kok in diens het, en vir elke gekwalifiseerde kok in sy diens mag hy hoogstens twee ongekwalifiseerde kokke in diens neem.

(2) 'n Werkgewer mag nie 'n ongekwalifiseerde tafelbediende of wynkelner in diens neem nie tensy hy onderskeidelik twee gekwalifiseerde tafelbediendes of wynkelners in diens het, en vir elke twee gekwalifiseerde tafelbediendes of wynkelners in sy diens mag hy onderskeidelik hoogstens een ongekwalifiseerde tafelbediende of wynkelner in diens neem.

(3) 'n Werkgewer mag nie 'n ongekwalifiseerde kroegman, portier of klerk in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde kroegman, portier of klerk in diens het, en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens een ongekwalifiseerde werknemer van daardie klas in diens neem.

(4) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in dié klas te wees;

(b) kan 'n ongekwalifiseerde Werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas en gebied voorgeskryf word, geag word 'n gekwalifiseerde werknemer te wees;

(c) word deeltydse werknemers nie as werknemers geag nie.

(5) Hierdie klousule is afsonderlik van toepassing op elke bedryfsinrigting.

10. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

(1) iemand onder die ouderdom van 16 jaar in diens neem nie;

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

11. UNIFORMS EN SPESIALE KLERE

'n Werkgewer moet alle uniforms, voorskote, pette, oorpakke, wit of swart baadjies of ander spesiale klere, uitgesonderd swart broeke, wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, voorskote, pette, oorpakke, baadjies of spesiale klere bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) Ondanks klousule 3 (2) moet 'n werkgewer, of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig—

(a) gedurende die eerste vier weke diens, minstens een werkdag kennis;

(b) in die geval van 'n kroegman, 'n algemene assistent wat in 'n kroeg werksaam is of 'n wynkelner, na die eerste vier weke diens, twee werkdag kennis;

(c) in die geval van enige ander werknemer, na die eerste vier weke diens, een week kennis

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

(i) een werkdag kennisgewing, die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;

(ii) twee werkdag kennisgewing, dubbel die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang; en

(iii) een week kennisgewing, die weekloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;

Met dien verstande dat—

(aa) die reg van die werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ab) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

(ac) die werking van 'n verbeuring of boete wat volgens wet van toepassing is op 'n werknemer wat dros,

Provided further that payment in lieu of notice shall not be permitted during the absence of an employee—

- (i) on leave in terms of clause 6;
- (ii) on sick leave in terms of clause 7;
- (iii) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any one year to not more than 15 weeks;
- (iv) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

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

(3) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

- (a) on leave granted in terms of clause 6;
- (b) on sick leave granted in terms of clause 7; or
- (c) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any one year to not more than 15 weeks;
- (d) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice or if in failing to give and serve the notice the employee was acting within his legal rights.

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I,
carrying on trade in the Hotel Trade at

hereby certify that
(identity number)

was employed by me from the day of 19.... to
the day of 19.... as (*)

At the termination of employment this employee's wage was R

Signature of employer or authorised
representative

Date

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

14. ATTENDANCE REGISTER

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

nie hierdeur geraak word nie: Met dien verstande verder dat betaling in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—

- (i) met verlof ingevolge klousule 6;
- (ii) met siekteverlof ingevolge klousule 7;
- (iii) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) vir altesaam hoogstens 15 weke in enige jaar;
- (iv) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met en kennis nie gegee mag word gedurende 'n werknemer se afwesigheid—

- (a) met verlof toegestaan ingevolge klousule 6;
- (b) met siekteverlof toegestaan ingevolge klousule 7;
- (c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) vir altesaam hoogstens 15 weke in enige jaar;
- (d) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie vasstelling, waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en die vereiste tydperk uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, mag sy werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dit wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie geld nie waar die werkgever van die vereiste kennisgewingstydperk afgesien het of die werknemer by versuim om kennis te gee en die kennisgewingstydperk uit te dien, binne sy wetlike regte gehandel het.

13. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek,
wat as werkgever die Hotelbedryf beoefen te
verklaar hierby dat identiteitsnommer
in my diens was vanaf die dag van 19....
tot die dag van 19.... as (*)
By diensbeëindiging was hierdie werknemer se loon R

Handtekening van werkgever of
gemagtigde verteenwoordiger

Datum

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

14. BYWONINGSREGISTER

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

ATTENDANCE REGISTER

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

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

BYWONINGSREGISTER

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

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

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

No. Name of employee His class
Week ended 19.....

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

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

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

- the day of the week;
- the time he commenced work;
- the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- the time of finishing work for the day;
- the time of commencement and termination of overtime worked for the day;
- the total number of hours worked for the day; and
- his signature;

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

- The time commenced work;
- the time of commencement and termination of all meal and other intervals which are not reckonable as ordinary hours of work; and
- the time of finishing work for the day.

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

(5) This clause shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5(6)(c).

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 420, published under Government Notice R. 657 of 16 April 1982, as amended by Government Notice R. 2011 of 16 September 1983 and R. 1437 of 11 July 1986.)

No. R. 351

3 March 1989

MANPOWER TRAINING ACT, 1981

TRAINING SCHEME FOR THE ELECTRICAL CONTRACTING INDUSTRY

I, Eli van der Merwe Louw, acting Minister of Manpower, hereby, in terms of section 39 (5) of the Manpower Training Act, 1981, declare that the provisions of the Scheme which appear in the Schedule hereto, shall be binding, with effect from the second Monday after the publication of this notice and for a period ending three years from the said date upon all employers and employees who are engaged or employed in the Electrical Contracting Industry in the Republic of South Africa.

E. VAN DER MERWE LOUW,
acting Minister of Manpower.

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

No. Naam en klas van werknemer
Week geëindig 19.....

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

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

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

- Die dag van die week;
- die tyd waarop hy begin werk het;
- die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- die tyd waartoe werk vir die dag beëindig is;
- die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- die totale aantal ure gewerk vir die dag; en
- sy handtekening;

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

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

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

(5) Hierdie klousule is nie van toepassing nie op 'n werknemer wat uit hoofde van klousule 5 (6) (c) van die werkurebepalings uitgesluit word.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvaststelling in die bostaande Bylae Loonvaststelling 420, gepubliseer by Goewermentskennisgewing R. 657 van 16 April 1982, soos gewysig by Goewermentskennisgewing R. 2011 van 16 September 1983, en R. 1437 van 11 Julie 1986.)

No. R. 351

3 Maart 1989

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSKEMA VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID

Ek, Eli van der Merwe Louw, waarnemende Minister van Mannekrag, verklaar hierby kragtens artikel 39 (5) van die Wet op Mannekragopleiding, 1981, dat die bepalings van die Skema wat in die Bylae hiervan verskyn, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat drie jaar vanaf genoemde datum eindig, bindend is vir alle werkgewers en werknemers wat betrokke is by of in diens is in die Elektrotegniese Aannemingsnywerheid in die Republiek van Suid-Afrika.

E. VAN DER MERWE LOUW,
waarnemende Minister van Mannekrag.

SCHEDULE

The Training Scheme for the Electrical Contracting Industry, hereinafter referred to as the Industry, has been created by the Electrical Contractors' Association (South Africa) for the training of employers and employees in the Industry, and provides for the establishment of a Fund for the purposes of the Scheme and the payment of contributions to the Fund by employers in the industry and the establishment of a Council to administer the Fund to be termed the "Electrical Development and Training Fund" of the Electrical Contracting Industry.

1. NAME OF THE SCHEME

The name of the Scheme shall be "The Training Scheme for the Electrical Contracting Industry".

2. SCOPE OF APPLICATION OF THE SCHEME

The provisions of the Scheme shall be observed by all employers and employees who are engaged or employed in the Electrical Contracting Industry in the Republic of South Africa.

3. DEFINITIONS

Any expressions used in this Scheme which are defined in the Manpower Training Act, 1981, shall have the same meaning as in the Act, any reference to the Act shall include any amendments to the Act and any regulations made in terms of the Act and, unless inconsistent with the context—

"Act" means the Manpower Training Act, 1981 (Act 56 of 1981);

"Association" means the Electrical Contractors' Association (South Africa);

"Council" means the Electrical Contracting Industry Training Council established by clause 6;

"Electrical Contracting Industry" means the industry in which employers and employees are associated for—

(a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building and/or structure is used, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the building or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, and/or structures, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere; and

BYLAE

Die Opleidingskema vir die Elektrotegniese Aannemingsnywerheid, hierna die Nywerheid genoem, is ingestel deur die Elektrotegniese Aannemersvereniging (Suid-Afrika) vir die opleiding van werkgewers en werknemers in die Nywerheid, en maak voorsiening vir die stigting van 'n fonds vir die doeleindes van die Skema en die betaling van bydraes aan die Fonds deur werkgewers in die Nywerheid en die daarstelling van 'n Opleidingsraad om die Fonds genoem die "Elektriese Ontwikkelings- en Opleidingsfonds" van die Elektrotegniese Aannemingsnywerheid, te bestuur.

1. NAAM VAN DIE SKEMA

Die naam van die Skema is "Die Opleidingskema vir die Elektrotegniese Aannemingsnywerheid".

2. TOEPASSINGSBESTEK VAN DIE SKEMA

Die bepalinge van die Skema moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of in diens is, in die Elektrotegniese Aannemingsnywerheid in die Republiek van Suid-Afrika.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Skema gebesig en in die Wet op Mannekragopleiding, 1981, omskryf word, het dieselfde betekenis as in die Wet en alle verwysings na die Wet omvat alle wysigings van die Wet en enige regulasies kragtens die Wet uitgevaardig en tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Mannekragopleiding, 1981 (Wet 56 van 1981);

"Vereniging" die Elektrotegniese Aannemingsvereniging (Suid-Afrika);

"Raad" die Elektrotegniese Aannemingsnywerheid se Opleidingsraad soos ingestel by klousule 6;

"Elektrotegniese Aannemingsnywerheid" die nywerheid waarin werkgewers en werknemers geassosieer is vir—

(a) die ontwerp, voorbereiding, oprigting, installasie, herstel en onderhoud van alle elektriese toerusting wat 'n integrale en permanente deel vorm van geboue en/of strukture, insluitend enige bedrading, die las en lê van kables, oorhoofse elektriese lynkonstruksie en alle ander werksaamhede daarmee gepaardgaande, hetsy die werk gedoen of die materiaal voorberei word op die terrein van die geboue of strukture, of elders;

(b) die ontwerp, voorbereiding, oprigting, installasie, herstel en onderhoud van alle elektriese toerusting daarmee gepaardgaande vir die doel waarvoor 'n gebou en/of struktuur gebruik word, insluitend enige bedrading, die las en lê van kables, elektriese oorhoofse-lynkonstruksie en alle werksaamhede daarmee gepaardgaande, hetsy die werk gedoen of die materiaal voorberei word op die terrein van die geboue of strukture, of elders;

(c) die ontwerp, voorbereiding, oprigting, installasie, herstel en onderhoud van alle elektriese toerusting gepaardgaande met die konstruksie, verandering, herstel en onderhoud van geboue en/of strukture, insluitend enige bedrading, die las en lê van kables, elektriese oorhoofse-lynkonstruksie en alle ander werksaamhede daarmee gepaardgaande, hetsy die werk gedoen of die materiaal voorberei word op die terrein van die geboue of strukture, of elders;

(d) the design, preparation, erection, installation, repair and maintenance of all electrical equipment not covered by (a), (b) and (c) above, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere;

and for the purpose of this definition "electrical equipment" includes—

(i) electrical cables and overhead lines;

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

and further for the purpose of this definition "design, preparation, erection, installation, repair and maintenance" does not include the following:

(i) The manufacture, installation, repair and/or maintenance of lifts and escalators;

(ii) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;

(iii) the wiring of/or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;

(iv) the manufacture, repair and servicing of motor vehicle batteries, the manufacture of lead-acid batteries and the repair, maintenance and installation of such batteries when performed by the manufacturers thereof; and

(v) the sale and/or repair and/or servicing of manually and/or electrically operated typewriters and/or electromechanical office machines and equipment;

Provided that the Electrical Contracting Industry as defined above shall not include the Electrotechnical Engineering Industry, the Business Equipment Industry and the Local Authority Undertaking.

For the purpose hereof—

(i) "Electrotechnical Engineering Industry" means the joint enterprise in which employers and employees are associated for the purpose of one or more of the following:

(a) The manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above, but does not include the Electrical Contracting Industry; and

(c) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and escalators;

(d) die ontwerp, voorbereiding, oprigting, installasie, herstel en onderhoud van alle elektriese toerusting nie gedek deur (a), (b) en (c) hierbo nie, insluitend enige bedrading, die las en die lê van kables, elektriese oorhoofse-lynkonstruksie en alle ander werksaamhede daarmee gepaardgaande, hetsy die werk gedoen of die materiaal voorberei word op die terrein van die geboue of strukture, of elders;

en vir die doel van hierdie woordskrywing omvat "elektriese toerusting"—

(i) elektriese kables en oorhoofse lyne;

(ii) ontwikkelaars, motors, omsitters, skakel- en beheertuie (insluitend relê, kontaktors, elektriese instrumente en toerusting daarmee geassosieer), elektriese beligting-, verhitting-, kook-, verkoelings- en afkoelingstoerusting, primêre en sekondêre selle en batterye, transformators, hoogoondtoerusting, radiostelle en verwante elektriese apparaat, seintoerusting en ander toerusting wat berus op die beginsels wat gebruik word in die werking van radio of elektroniese toerusting;

en verder vir die doel van hierdie woordskrywing, sluit "ontwerp, voorbereiding, oprigting, installasie, herstel en onderhoud" nie die volgende in nie:

(i) Die vervaardiging, installasie, herstel en/of onderhoud van hysbakke en roltrappe;

(ii) die vervaardiging deur herhalende metodes van voorgenoemde toerusting of onderdele daarvan;

(iii) die bedrading van of installasie van beligting, verhitting of ander toerusting of vaste toebehoorsels, hetsy permanent of andersins, in motorvoertuie;

(iv) die vervaardiging, herstel en diens van motorvoertuigbatterye, die vervaardiging van loodsuur batterye en die herstel, onderhoud en installasie van sodanige batterye wanneer deur die vervaardigers daarvan gedoen; en

(v) die verkoop en/of herstel en/of diens van hand- en/of elektries-werkende tikmasjiene en/of elektromeganiese kantoormasjiene en toerusting;

Met dien verstaande dat die Elektrotegniese Aannemingsnywerheid soos hierbo omskryf nie die Elektrotegniese Ingenieursbedryf, die Bedryfsuitrustingnywerheid en die Plaaslike Owerheidsonderneming insluit nie.

Vir hierdie doel sal—

(i) "Elektrotegniese Ingenieursnywerheid" die gesamentlike onderneming beteken waarin werkgewers en werknemers verbonde is vir een of meer van die volgende:

(a) Die vervaardiging en/of montering van komponente van elektriese toerusting, naamlik ontwikkelaars, motors, omsitters, skakel- en beheertuie (insluitend relê, kontaktors, elektriese instrumente en toerusting daarmee geassosieer), elektriese beligting-, verhitting-, kook-, verkoeling- en afkoelingstoerusting, transformators, hoogoondtoerusting, seintoerusting, radio of elektroniese toerusting en ander toerusting wat berus op die beginsels wat gebruik word in die werking van radio of elektroniese toerusting, gloeilampe en elektriese kables en huishoudelike elektriese toebehoere, en sluit die vervaardiging van komponente van voorgenoemde toerusting in;

(b) die installasie, onderhoud en herstel van die toerusting waarna verwys word in paragraaf (a) hierbo, maar sluit nie die Elektrotegniese Aannemingsnywerheid in nie; en

(c) die vervaardiging en/of montering en/of installasie en/of herstel en/of onderhoud van hysbakke en roltrappe;

(ii) "Business Equipment Industry" means—

(a) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (b) below when performed by the manufacturers thereof or by their duly appointed agents;

(b) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (a) above, but excluding the connection of such appliances, equipment, machines, devices and apparatus to the wiring of a building or structure other than by means of a socket or similar outlet provided for such purpose;

(iii) "Local Authority Undertaking" means the undertaking in which employers and their employees are associated for the introduction, continuation or completion of any action, scheme or activity undertaken by a Local Authority: Provided that for the purposes hereof the Electrical Contracting Industry as defined above shall not include work performed by a local authority exclusively for local authority purposes (housing excluded), but shall include all work performed on the property of a local authority by a registered electrical contractor or his employees or any other person who is not an employee of a local authority and provided further that the Local Authority Undertaking shall not include the activities of the Electrical Contracting Industry. For the purpose of the Scheme the Electrical Contracting Industry shall also include the Telephone Installation Industry which means the industry in which employers and employees are associated for the purpose of the erection, installation and maintenance of telephone routes, including incidental operations such as surveying, excavating, laying of cables, planting of poles, planting of stays, erection of cross-arms, fitting of insulators and wiring of the telephone routes, installation and maintenance of automatic dialling and multicore cable internal telephone systems, the installation of private automatic branch exchanges and the installation and maintenance of paging systems including loudspeaker systems;

"Employee" means any person who is in the full-time employment of an employer;

"Fund" means the Electrical Development and Training Fund referred to in Clause 5;

"Industry" means the Electrical Contracting Industry;

"National Executive Committee" means the National Executive committee of the Association;

"Salaries and wages" means the gross payments for work done in the Industry, including normal pay, bonuses, payments for overtime, sickness and holidays and payments in kind, but excluding cash allowances for travel and subsistence or director's fees;

"Scheme" means the Training Scheme for the Electrical Contracting Industry; and

"Training Incentive" means any grant, subsidy, bounty or other benefit, whether financial or otherwise, paid or obtained from the Fund or granted in terms of the Scheme, to an employer for providing training.

(ii) "Bedryfsuitrustingsnywerheid" beteken—

(a) die montering en/of diensing en/of installasie en/of onderhoud en/of herstel van enige een of meer van die toerusting, masjiene, toestelle of apparaat waarna verwys word in (b) hieronder, indien deur die vervaardigers of deur hul behoorlik aangestelde agente uitgevoer;

(b) die bemaking van toebehore, toerusting, masjiene, toestelle en apparaat hetsy dit hand-, fotografiese-, meganiese-, elektriese-, elektrostatische- of elektroniese beginsels of 'n kombinasie van sodanige beginsels benut, primêr beoog vir gebruik in rekeningkundige en/of besigheids- en/of berekenings- en/of kantoorprosedures, waar sodanige bemaking uitgevoer word in samewerking met een of meer van die aktiwiteite waarna in (a) hierbo, maar uitsluitend die verbinding van sodanige toerusting, masjiene, toestelle en apparaat met die bedrading van 'n gebou of struktuur anders as deur middel van 'n sok of soortgelyke opening vir so 'n doel;

(iii) "Plaaslike Owerheids-onderneming" beteken die onderneming waarin werkgewers en hul werknemers geassosieer is vir die instelling, voortsetting of voltooiing van enige aksie, skema of aktiwiteit wat deur 'n plaaslike owerheid onderneem word: Met dien verstande dat die Elektrotegniese Aannemingsnywerheid, soos hierbo omskryf, vir die doeleindes hiervan nie werk sal insluit nie, wat deur 'n plaaslike owerheid gedoen word uitsluitlik vir plaaslike owerheidsdoeleindes (behuising uitgesluit) maar alle werk sal insluit wat op die eiendom van die plaaslike owerheid gedoen word deur 'n geregistreerde elektrotegniese aannemer of sy werknemers of enige ander persoon wat nie 'n werknemer van 'n plaaslike owerheid is nie en verder mits die Plaaslike Owerheids-onderneming nie die aktiwiteite van die Elektrotegniese Aannemingsnywerheid sal insluit nie. Vir die doeleindes van die Skema sal die Elektrotegniese Aannemingsnywerheid die Telefooninstalleringsnywerheid insluit wat die nywerheid waarin werkgewers en werknemers geassosieer is met die doel van die oprigting, installasie en onderhoud van telefoonroetes, insluitend gepaardgaande werksaamhede soos opmeting, uitgraving, verlê van kables, plant van pale, plant van ankers, die oprigting van dwarsarms, die aansit van isolators en bedrading van die telefoonroetes, installasie en onderhoud van outomatiese skakel in multikernkabel interne telefoonstelsels, die installasie van privaat outomatiese taksakelborde en die installasie en onderhoud van roepstelsels wat luidsprekerstelsels insluit, beteken;

"Werknemer" enige persoon in die voltydse diens van 'n werkgewer;

"Fonds" die Elektriese Ontwikkelings- en Opleidingsfonds waarna in klousule 5 verwys word;

"Nywerheid" die Elektrotegniese Aannemingsnywerheid;

"Nasionale Uitvoerende Komitee" die Nasionale Uitvoerende Komitee van die Vereniging;

"Salarisse en Lone" die bruto betalings vir werk wat in die Nywerheid gedoen word, insluitend gewone betaling, bonusse, betaling vir oortyd, siekte en vakansies en betaling in goedere, maar uitsluitend kontanttoelaes vir reis en verblyf of direkteursfooie;

"Skema" die Opleidingskema vir die Elektrotegniese Aannemingsnywerheid; en

"Opleidingsaanspooring" beteken enige skenking, subsidie, prys of ander voordeel, hetsy finansiële of andersins, betaal of verkry van die Fonds of geskenk kragtens die Skema, aan 'n werkgewer vir die voorsiening van opleiding.

4. OBJECTS OF THE SCHEME

The objects of the Scheme are to—

- (1) provide the necessary funds to ensure an adequate supply of labour for the industry, by assisting with the training and development of such labour for the Industry at all levels, and to assist with the financing of employer commitments arising out of such training and development;
- (2) sponsor study tours in justifiable circumstances;
- (3) establish training centres and to borrow, invest, lend or otherwise subscribe or donate money at the discretion of the Council for such purpose or for any other lawful purpose to achieve these objects;
- (4) acquire by purchase, lease or otherwise, any movable or immovable property and also to sell, let, mortgage, or otherwise deal with or dispose of movable or immovable property or other assets belonging to the Fund or use such property for such other purposes as may be approved in terms of the Constitution;
- (5) encourage a practical interest in technical and scientific obstacles preventing maximum efficiency in the Industry and, to this end, to promote and finance industrial research and testing, whether undertaken by the Association or by means of grants-in-aid to recognised institutions, including educational establishments;
- (6) promote development within the Industry by providing facilities for academic, scientific and technical training by means of grants-in-aid to universities and other approved educational institutions;
- (7) introduce and promote independently or in collaboration with approved educational institutions, training courses for employers and senior personnel in the Industry;
- (8) keep the Industry informed of changing methods and techniques and to provide instructions and training to facilitate the adaptation of skills to such changing requirements;
- (9) recognise meritorious effort in the form of apprenticeship awards, bursaries for further education or by such other means as may be deemed to be suitable to promote maximum achievement in the interest of the Industry;
- (10) promote the interest of the Industry on a long-term basis by sponsoring detailed studies, enquiries or investigations in suitable directions in collaboration with interested bodies, institutions and organisations;
- (11) promote safety measures in the Industry and to collaborate with bodies already engaged in the promotion of accident prevention;
- (12) sponsor and advisory service for the Industry aimed at promoting management and administration efficiency, the improvement of human relations within the Industry and at minimising the effect of technical and scientific problems encountered in the Industry;
- (13) receive and consider suggestions from interested bodies, institutions and organisations which are aimed at furthering the interests of the Industry as a whole;
- (14) publicise vocational opportunities offered by the Industry in all fields;

4. DOELSTELLING VAN DIE SKEMA

Die doelstellings van die Skema is—

- (1) Om die nodige fondse te voorsien om 'n voldoende bron van arbeid vir die Nywerheid te verseker deur behulpsaam te wees met die opleiding en ontwikkeling van sodanige arbeid vir die Nywerheid op alle vlakke, en om behulpsaam te wees met die finansiering van werkgewersbetrokkenheid spruitend uit sodanige opleiding en ontwikkeling;
- (2) om studietoere onder regverdigbare omstandighede te borg;
- (3) om opleidingsentra daar te stel en om te leen, belê, uit te leen of andersins geld na die diskresie van die Raad by te dra of te skenk vir sodanige doeleinde of vir enige ander wettige doel om hierdie doelstellings te bereik;
- (4) om deur koop, huur of andersins, enige roerende of onroerende eiendom te verkry, en ook om roerende of onroerende eiendom of enige ander bates wat aan die Fonds behoort te verkoop, te verhuur, 'n verband op te neem of daarmee op enige ander wyse te handel vir sodanige doeleindes as wat kragtens die Grondwet goedgekeur mag word;
- (5) om 'n praktiese belangstelling in tegniese en wetenskaplike struikelblokke wat maksimum doeltreffendheid in die Nywerheid verhinder, te bevorder, en met die doel bedryfsnavorsing en toetsing te bevorder en te finansier, het sy deur die Vereniging onderneem of deur middel van hulpskenkings aan erkende inrigtings, wat opvoedkundige instellings insluit;
- (6) om ontwikkeling binne die bedryf te bevorder deur geriewe vir akademiese, wetenskaplike en tegniese opleiding te voorsien deur hulpskenkings aan universiteite en ander goedgekeurde opvoedkundige inrigtings;
- (7) om opleidingskursusse vir werkgewers en senior personeel in die Nywerheid onafhanklik of in samewerking met goedgekeurde opvoedkundige inrigtings in te stel en te bevorder;
- (8) om die Nywerheid op hoogte te hou van veranderde metodes en tegnieke, om instruksies en opleiding te voorsien vir die aanpassing en vaardighede by sodanige veranderende vereistes;
- (9) om verdienstelike pogings te erken in die vorm van vakleerlingtoekennings, beurse vir verdere opleiding of op ander wyses wat as geskik beskou word om maksimum doeltreffendheid in die belang van die Nywerheid te bevorder;
- (10) om die belange van die Nywerheid op 'n langtermyn grondslag te bevorder deur gedetailleerde studies, navrae of ondersoeke in gepaste rigtings in samewerking met belangstellende liggame, inrigtings en organisasies te borg;
- (11) om veiligheidsmaatreëls in die Nywerheid te bevorder en om met liggame wat reeds by die bevordering van ongeluksvoorkoming betrokke is, saam te werk;
- (12) om 'n adviesdiens vir die Nywerheid te borg, met as doelwit die bevordering van bestuurs- en administrasiedoeltreffendheid, die verbetering van mens-verhoudings binne die Nywerheid en die minimalisering van die uitwerking van tegniese en wetenskaplike probleme wat in die Nywerheid teëgekom word;
- (13) om voorstelle wat die bevordering van die belange van die Nywerheid as 'n geheel beoog, van belanghebbende liggame, inrigtings en organisasies te ontvang en te oorweeg;
- (14) om reklame te maak vir die beroepsgeleenthede wat die Nywerheid op alle terreine bied;

(15) sponsor participation by the Industry in the promotion of the interests of Southern Africa as a whole, at the level of international relationship in respect of technological developments in the Industry;

(16) secure the character and interests of the Industry as an economic entity and, to that end—

(i) to promote collaboration between various interests, industrial sections and/or groups constituting the Industry or associated with the Industry in any way; and

(ii) to secure representation for the Industry on other bodies, the functions and objectives of which fall either partially or fully within the scope of these objects;

(17) receive contributions, fees, donations and legacies for the purpose of furthering the objects detailed herein, and to spend such funds in accordance with these objects;

(18) safeguard the labour force against the possible adverse effects of increased mechanisation/technological developments by means of facilities to qualify for alternative employment in the Industry;

(19) promote and finance the training at all levels in the Electrical Contracting Industry;

(20) give effect to the principles as set out in the Manpower Training Act;

(21) provide employers in the Industry with training incentives; and

(22) do whatever may be necessary to achieve the objects set out above.

5. ELECTRICAL DEVELOPMENT AND TRAINING FUND

(1) There is hereby established a fund to be known as the Electrical Development and Training Fund.

(2) The Fund shall consist of—

(a) levies and contributions paid into the Fund in terms of clause 8;

(b) interest and/or capital appreciation derived from the investment of any moneys of the Fund; and

(c) any other sums to which the Fund may become entitled.

(3) The Fund shall be administered by the Council.

(4) The moneys of the Fund shall be applied to the attainment of the objects of the Scheme as set out in clause 4.

6. ESTABLISHMENT AND FUNCTIONING OF THE ELECTRICAL CONTRACTING INDUSTRY TRAINING COUNCIL

(1) The Scheme shall be administered by the Council, which shall consist of a Chairman and not less than four and not more than 10 members appointed as follows by the Association:

(a) The Chairman shall be appointed solely on the grounds of his knowledge and experience of the Industry.

(b) Members appointed to serve on the Council shall be properly representative of the Industry and shall be knowledgeable and experienced in the interests comprising the Industry.

(c) Further members may be appointed on account of their special knowledge or experience of matters pertaining to the objects of the Scheme.

(15) om deelname van die Nywerheid aan die bevordering van die belange van Suid-Afrika as geheel op die vlak van internasionale verhoudings ten opsigte van tegnologiese ontwikkeling in die Nywerheid te borg;

(16) om die aard en belange van die Nywerheid as 'n ekonomiese entiteit te vestig, en, ter wille daarvan—

(i) samewerking tussen verskillende belange, nywerheidssektore en/of die groepe wat die Nywerheid vorm of daarmee op enige wyse geassosieer is, te bevorder;

(ii) verteenwoordiging vir die Nywerheid in ander liggame te verseker, waarvan die funksies en doelstellings of deels of in die geheel binne die raamwerk van die doelstellings val;

(17) om bydraes, fooie, donasies en erflatings met die oog op die bevordering van die doelstellings hierin uiteengesit, te ontvang en sodanige fondse in ooreenstemming met die doelstellings te bestee;

(18) om die arbeidsmag teen die moontlik nadelige uitwerking van toenemende meganisering/tegnologiese ontwikkeling te beskerm deur geriewe vir alternatiewe werkseleenthede in die Nywerheid te skep;

(19) om die opleiding op alle vlakke in die Elektrotegniese Aannemingsnywerheid te bevorder en te finansier;

(20) om uitvoering te gee aan die beginsels soos in die Wet op Mannekragopleiding uiteengesit;

(21) om werkgewers in die Nywerheid van opleidingsaansporings te voorsien; en

(22) om te doen wat nodig is om die doelstellings hierbo uiteengesit, te bereik.

5. ELEKTRIESE ONTWIKKELINGS- EN OPLEIDINGSFONDS

(1) Hierby word 'n fonds gestig wat bekend staan as die Elektriese Ontwikkelings- en Opleidingsfonds.

Aannemingsnywerheid.

(2) Die Fonds bestaan uit—

(a) bydraes en heffings wat ingevolge die bepalings van klousule 8 in die Fonds gestort word; en

(b) rente en/of kapitaalappresiasie verkry uit die belegging van enige gelde van die Fonds; en

(c) enige ander bedrae waarop die Fonds geregtig mag word.

(3) Die Fonds word deur die Raad geadministreer.

(4) Die gelde van die Fonds word aangewend vir die bereiking van die doelwitte van die Skema soos vervat in klousule 4.

6. INSTELLING EN WERKING VAN DIE OPLEIDINGSRAAD VIR DIE ELEKTROTEGNIËSE AANNE- MINGSNYWERHEID

(1) Die Skema word deur die Opleidingsraad vir die Elektrotegniese Aannemingsnywerheid geadministreer wat bestaan uit 'n Voorsitter en nie minder nie as vier en nie meer nie as 10 lede wat soos volg deur die Vereniging aangewys word:

(a) Die Voorsitter word aangewys alleenlik op grond van sy kennis en ondervinding van die Nywerheid.

(b) Lede wat aangewys word om op die Raad te dien sal behoorlik verteenwoordigend van die Nywerheid wees en kennis dra en ondervinding hê van die belange van die Nywerheid.

(c) Verdere lede mag aangewys word op grond van hulle spesiale kennis of ondervinding van sake verbandhoudend met die doelstellings van die Skema.

(2) The Council shall have the right to co-opt, in an advisory capacity, such other persons as it may deem necessary.

(3) The Council shall have the power to deal with all matters falling within the scope of the objects of the Scheme as set out in clause 4.

(4) The quorum necessary for the transaction of the business of the Council shall be one half of the number of members of the Council.

(5) The Council shall ordinarily meet at least four times a year.

(6) The management of the affairs of the Council between ordinary meetings shall, subject to the general direction and control of the Council, be vested in an Executive Committee consisting of at least the Chairman, the Vice-Chairman and the Treasurer. The members of the Executive Committee shall hold office for a period of 12 months and thereafter until their successors assume duty.

7. COMMITTEES OF THE FUND

(1) Every committee appointed by the Council shall be constituted as directed by the Council.

(2) The chairman of committees may be appointed by the Council but shall be elected by the members of each committee from amongst its members at its first meeting in the event of the Council not exercising its right to make the requisite appointment.

(3) Persons invited to serve on committees shall be selected with due regard to the nature of the special tasks or functions to be performed.

(4) Members of committees need not necessarily be members of the Council and may include representatives of trade unions and other interested organisations or parties.

(5) Regional committees may be appointed where, in the opinion of the Council, all or any of the objects of the Scheme can best be served in this manner.

(6) The functions of committees shall be determined by the Council. Committees directed to conduct inquiries, investigations and studies shall report their findings and recommendations to the Council at the earliest possible opportunity. Committees shall likewise consider and report upon matters referred back to them by the Council for further investigation or clarification.

(7) Committees shall not involve the Fund in expenditure without specific authority from or to an extent beyond that authorised by the Council.

(8) Notwithstanding anything to the contrary this clause shall not apply to the executive Committee as contemplated in Clause 6 (7).

8. RETURNS AND CONTRIBUTIONS TO THE FUND

(1) From the date of the coming into operation of the Scheme, every employer in the Industry shall submit a return to the Fund at the Association's Head Office, P.O. Box 33367, Jeppestown, 2043, or any such address as may be notified from time to time, by the 15th day of the second month following the end of each quarter, a return showing the wages and salaries paid by him in the three calendar months preceding 31 March, 30 June, 30 September and 31 December each year. The employer shall have such returns certified annually by a public auditor.

(2) Die Raad het die reg om sodanige ander persone as wat hy nodig ag, in adviserende hoedanigheid te koöpteer.

(3) Die Raad het die mag om alle sake te hanteer wat binne die bestek val van die doelstellings soos uiteengesit in klousule 4.

(4) Die kworum wat nodig is vir die afhandeling van die Raad se sake sal bestaan uit die helfte van die lede van die Raad.

(5) Die Raad vergader normaalweg minstens vier keer per jaar.

(6) Die bestuur van die sake van die Raad tussen gewone vergaderings berus, onderhewig aan die algemene leiding en beheer oor die Raad, by die Uitvoerende Komitee bestaande uit die Voorsitter, die Vise-voorsitter en die Tesourier. Die lede van die Uitvoerende Komitee beklee hulle ampte vir 'n tydperk van 12 maande en daarna totdat hulle opvolgers amp aanvaar.

7. KOMITEES VAN DIE FONDS

(1) Elke komitee wat deur die Raad aangestel word, word saamgestel soos deur die Raad gelas.

(2) Die voorsitter van komitees kan deur die Raad benoem word, maar word deur die lede van elke komitee uit sy eie geledere verkies by die eerste vergadering, indien die Raad in gebreke bly om sy reg uit te oefen vir die maak van die nodige aanstelling.

(3) Persone genooi om in komitees te dien, word gekeur met inagneming van die aard van die spesiale take of funksies wat verrig moet word.

(4) Lede van komitees hoef nie noodwendig lede van die Raad te wees nie en kan ook verteenwoordigers van vakverenigings en ander belanghebbende organisasies en partye insluit.

(5) Streekkomitees kan aangestel word waar, na die mening van die Raad, een of almal van die doelstellings van die Skema, op hierdie wyse die beste daarby kan baat.

(6) Die funksies van komitees word deur die Raad bepaal. Komitees gelas om navrae en ondersoeke te doen en studies te onderneem moet hulle bevindings en aanbevelings by die eerste moontlike geleentheid aan die Raad voorlê. Komitees sal netso oorweging skenk aan en rapporteer oor sake wat deur die Raad na hulle terugverwys word vir verdere ondersoek of verduideliking.

(7) Komitees mag nie die Fonds onkoste laat aangaan sonder spesifieke magtiging deur die Raad nie of onkoste laat aangaan wat die bedrag gemagtig deur die Raad oorskry nie.

(8) Nieteenstaande enigiets wat die teendeel is, sal hierdie klousule nie van toepassing wees op die Uitvoerende Komitee soos beoog deur klousule 6, paragraaf 7 nie.

8. OPGAWES EN BYDRAES TOT DIE FONDS

(1) Vanaf die inwerkingtrede van die Skema moet elke werkgever in die Nywerheid teen die 15de dag van die tweede maand wat volg op die einde van 'n kwartaal, 'n opgawe van die lone en salarisse deur hom betaal in die drie kalendermaande wat 31 Maart, 30 Junie, 30 September en 31 Desember voorafgaan, aan die Fonds voorsien by die Vereniging se Hoofkantoor, Posbus 33367, Jeppestown, 2043, of by sodanige adres as waarvan hy van tyd tot tyd in kennis gestel mag word. Die werkgever moet sodanige opgawes jaarliks deur 'n openbare ouditeur laat sertifiseer.

(2) (a) From the date of the coming into operation of the Scheme, every employer in the Industry in areas falling outside the jurisdiction of an Industrial Council for the electrical Contracting Industry shall pay by cheque to the fund at the Association's head Office, P.O. Box 33367, Jeppestown, 2043, or such other address as may be advised in writing and posted by prepaid registered post to the Fund, by the 15th day of the second month following each quarter, a levy of 1,5 per cent of the total amount paid by him in respect of salaries and wages to employees employed by him in the Industry during the period covered by the return specified in subclause (1). Should any amount due or payable to the Fund in terms of this clause not be received within the period as stated, the employer shall pay interest on such amount or such lesser amount as remains unpaid, calculated at the rate of 1,5 per cent per month or part thereof, from such final date prescribed in this clause until the day upon which payment is actually received by the Association: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(b) From the date of the coming into operation of the Scheme, every employer in the Industry, operating within the area of jurisdiction of an Industrial Council for the Electrical Contracting Industry, shall pay to the Fund an amount of R1,75 per week per employee, to the respective Industrial Council but not later than the 15th day of each month following that in respect of which the payments are due.

(3) From the date of the coming into operation of the Scheme, every employer shall in respect of every employee keep a record which contains—

- (a) the name of the employee;
- (b) the residential and postal addresses of the employee;
- (c) the national registration number of the employee;
- (d) the date of appointment;
- (e) the designation of the position to which appointed;
- (f) the training received by the employee while employed by the employer; and
- (g) any educational courses completed by the employee while in the employ of the employer and any examinations passed together with the grade or standard of pass.

(4) From the date of the coming into operation of the Scheme, the employer shall furnish the Fund by the 15th day of the second month following the end of each quarter with a notice of any change in the name, address, position, training, educational qualification of each employee, together with any appointments, transfers, resignations or dismissals of such employees.

(5) From the date of the coming into operation of the Scheme, where such employees are employed partly in any other industry the proportion of the total salaries and wages of these employees to which a levy or contribution in terms of subclause (2) is to be applied shall be the same proportions as the ratio of work done in the Electrical Contracting Industry to the total work done by the employee.

(6) Costs invested in collecting late levies or contributions shall be charged to and be paid by the employer concerned.

(2) (a) Vanaf die inwerkingtreding van die Skema moet elke werkgever in die Nywerheid wat in gebiede buite die jurisdiksie van 'n Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid val, op die 15de dag van die tweede maand na elke kwartaal, 'n heffing van 1,5 persent van die totale salarisse en lone van die werknemers wat hy in die Elektrotegniese Aannemingsnywerheid in diens het in die tydperk wat deur die opgaawe in subklousule (1) gedek word, per tjek betaal aan die Fonds by die Vereniging se Hoofkantoor, Posbus 33367, Jeppestown, 2043, of enige sodanige adres as waarvan hy per brief in kennis gestel is en dit per voorafbetaalde geregistreerde pos aanstuur. Sou enige bedrag verskuldig of betaalbaar aan die Fonds kragtens hierdie klousule nie binne die tydperk soos genoem, ontvang word nie, moet die werkgever rente op sodanige bedrag of sodanige kleiner bedrag wat uitstaande bly, betaal, bereken teen die koers van 1,5 persent per maand of gedeelte daarvan vanaf sodanige finale datum voorgeskryf in hierdie klousule tot op die dag wat betaling in werklikheid deur die Vereniging ontvang word: Met dien verstande dat die Raad in sy absolute diskresie geregtig sal wees daarop om die betaling van sodanige rente of gedeelte daarvan ter syde te stel.

(b) Vanaf die inwerkingtreding van die Skema moet elke werkgever in die Nywerheid, werksaam in die gesagsgebied van 'n Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid, 'n bedrag van R1,75 per week per werknemer aan die Fonds betaal, aan die onderskeie Nywerheidsrade teen nie later nie as die 15de dag van elke maand volgende op die maand ten opsigte waarvan die betaling verskuldig is.

(3) Vanaf die inwerkingtreding van die Skema moet elke werkgever ten opsigte van elke werknemer 'n rekord hou wat die volgende bevat:

- (a) Die naam van die werknemer;
- (b) die woon- en posadres van die werknemer;
- (c) die nasionale registrasienommer van die werknemer;
- (d) die datum van aanstelling;
- (e) die benaming van die hoedanigheid waarin aangestel;
- (f) die opleiding wat die werknemer ontvang het terwyl hy in die werkgever se diens was; en
- (g) enige opvoedkundige kursusse deur die werknemer voltooi terwyl hy in diens van die werkgever is en enige eksamens geslaag tesame met die graad of standaard van die slaagpunt.

(4) Vanaf die inwerkingtreding van die Skema moet die werkgever die Fonds teen die 15de dag van die tweede maand volgende op die einde van elke kwartaal, voorsien van 'n kennisgewing van enige verandering in die naam, adres, hoedanigheid, opleiding, opvoedkundige kwalifikasies van elke werknemer, tesame met enige aanstellings, verplasinge, bedankings of ontslagte van sulke werknemers.

(5) Vanaf die inwerkingtreding van die Skema, waar sulke werknemers gedeeltelik in enige ander nywerheid in diens is, moet die verhouding van die totale salarisse en lone van hierdie werknemers waarop 'n heffing kragtens subklousule (2) toegepas sal word, dieselfde verhouding wees as die verhouding van werk gedoen in die Elektrotegniese Aannemingsnywerheid tot die totale werk wat deur die werknemer gedoen word.

(6) Die koste verbonde aan die insameling van laat bydraes of heffings word verhaal van en betaal deur die betrokke werkgever.

9. INFORMATION

(1) The Council shall furnish every employer in the Industry with details concerning the Training Scheme in such form as it may from time to time determine: Provided that such details shall include at least the constitution of the Council, the levies or contributions payable to the Fund, the training incentives to be provided by the Scheme and the procedure to be followed for the lodging of claims against the Scheme and any such other details as may be deemed necessary.

(2) The Council shall within six months after the close of each financial year submit to the Director-General: Manpower and to the Association a report on its activities during that financial year together with two copies of the audited statement of income and expenditure.

10. FINANCE

(1) All moneys paid into the Fund shall be deposited in a bank account to be opened in the name of the Fund. Payments from the Fund shall be by cheque signed by such persons as may from time to time be authorised by the Council.

(2) All moneys not required to meet current payments of the expenses of the Council for the Scheme, less a reasonable operating balance, shall be invested as directed by the Council. The purchase of property, whether movable or immovable, shall not be regarded as an investment for this purpose if it is purchased solely or mainly for use by the Scheme in pursuing its objectives.

(3) The Council shall appoint a public auditor who shall be paid out of the Fund. The accounts shall be audited annually for the period ending 30 June.

11. DISSOLUTION OF THE FUND

(1) In the event of the termination of the Scheme for any reason whatsoever, the Council members, shall forthwith appoint a trustee or trustees to continue to administer the Fund in accordance with the objects of the Scheme until all available moneys have been expended. In the administration of the Fund the trustee or trustees shall have all the powers of the Council.

(2) All administrative charges shall be charged against the Fund.

12. AGENTS

The Council may appoint agents to give effect to the objects of the Scheme on such terms and under such conditions as the Council may deem fit. The appointment of an agent may be revoked by the Council at any time and/or for any reason. The agent shall be entitled to enter any establishment and may question the employer or any employee for the purpose of ascertaining whether or not clause 8 in its entirety is being observed.

13. REFERENCE TO OTHER LEGISLATION

Any reference to a training scheme for the Electrical Contracting Industry in existing Industrial Council Agreements shall be deemed to be a reference to the training scheme registered in terms of this notice.

14. INDEMNITY

The members of the Council shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or by any act in their bona fide administration of the Fund, or by negligence or fraud by any person employed by the Council, or by reason of any act or omission by members or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of

9. INLIGTING

(1) Die Raad moet elke werkgewer in die Nywerheid voorsien van besonderhede betreffende die Skema in die vorm wat die Raad van tyd tot tyd bepaal: Met dien verstande dat sodanige besonderhede minstens die grondwet van die Raad, die bydraes wat tot die Fonds gemaak moet word, die opleidingsaanspoeringsmiddels wat deur die Skema verskaf moet word en die prosedure wat gevolg moet word wanneer eise teen die Skema ingestel word, moet insluit.

(2) Die Raad moet, binne ses maande na die sluiting van die finansiële jaar, aan die Direkteur-generaal: Mannekrag en die Vereniging 'n verslag van sy aktiwiteite gedurende daardie finansiële jaar voorlê asook 'n afskrif van die geouditeerde staat van die inkomste en uitgawes.

10. FINANSIES

(1) Alle gelde wat in die Fonds inbetaal word, word gestort in 'n bankrekening wat op die naam van die Fonds geopen moet word. Betalings uit die Fonds geskied per tjek of debietorder geteken deur sodanige persone wat van tyd tot tyd deur die Raad daartoe gemagtig word.

(2) Alle gelde wat nie nodig is vir lopende uitbetaling van uitgawes van die Raad vir die Skema nie, min 'n redelike bedryfsbalans, word belê soos deur die Raad bepaal. Die aankoop van eiendom, hetsy roerend of onroerend, sal vir hierdie doeleindes nie as 'n belegging beskou word nie as dit slegs of hoofsaaklik aangekoop word vir gebruik deur die Skema in die nastrewing van sy doeleindes.

(3) Die Raad moet 'n openbare ouditeur aanstel en uit die Fonds vergoed. Die rekeninge moet jaarliks geouditeer word vir die tydperk wat op 30 Junie eindig.

11. ONTBINDING VAN DIE FONDS

(1) In die geval van die beëindiging van die Skema om watter rede ook al, stel die lede van die Raad, of die Vereniging, in die afwesigheid van die lede van die Raad, onverwyld 'n trustee of trustees aan om voort te gaan om die Fonds te administreer in ooreenstemming met die doelstellings van die Skema, totdat alle beskikbare gelde uitgeput is. Tydens die administrasie van die Fonds beskik die trustee of trustees oor al die magte van die Raad.

(2) Alle administrasiekoste word teen die Fonds geëis.

12. AGENTE

Die Raad kan agente aanstel om uitvoering te gee aan die doelstellings van die Skema, op sodanige voorwaardes en met sodanige voorbehoude as wat die Raad goedgevind. Die aanstelling van 'n agent kan te eniger tyd en om enige rede deur die Raad teruggetrek word. Die agent is geregtig om enige instelling binne te gaan en kan die werkgewer of enige werknemer ondervra met die doel om vas te stel of die bepalinge van klousule 8 nagekom word al dan nie.

13. VERWYSING NA ANDER WETGEWING

Enige verwysing na 'n opleidingskema vir die Elektrotegniese Aannemingsnywerheid in bestaande Nywerheids-raadooreenkomste sal beskou word as 'n verwysing na die Opleidingskema geregistreer kragtens hierdie kennisgewing.

14. VRYWARING

Die lede van die Raad is nie aanspreeklik vir verliese uit die Fonds as gevolg van onbehoorlike belegging wat te goeder trou gedoen is, of as gevolg van 'n daad tydens hul bona fide-administrasie van die Fonds, of as gevolg van die nalatigheid of bedrog van 'n persoon in diens van die Raad, of as gevolg van 'n daad of versuim van lede, of as gevolg van 'n ander saak of ding nie, uitgesonderd individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word. Elke sodanige lid

such members who can be made liable. Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

15. EXEMPTIONS

(1) The Minister or any officer in the service of the Department of Manpower to whom any power to grant exemption from a training scheme in terms of section 39 (4) of the Act has been granted may grant exemption from any provision of clause 8 of the Scheme after consultation with the Council.

(2) Any application for exemption must be lodged with the Electrical Contracting Industry Training Council, P.O. Box 33367, Jeppestown, 2043, which shall forward such application, together with any recommendation by the Council to the Director-General: Manpower.

No. R. 352

3 March 1989

LABOUR RELATIONS ACT, 1956

TYRE AND RUBBER MANUFACTURING INDUSTRY, EASTERN PROVINCE.—RENEWAL OF AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 336 of 20 February 1981, R. 2339 of 29 October 1982, R. 310 of 15 February 1985, R. 2580 of 15 November 1985, R. 635 of 27 March 1987 and R. 1751 of 14 August 1987, to be effective from the date of publication of this notice and for the period ending 31 May 1989.

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

No. R. 353

3 March 1989

LABOUR RELATIONS ACT, 1956

TYRE AND RUBBER MANUFACTURING INDUSTRY, EASTERN PROVINCE.—AMENDMENT OF AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1989 upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

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

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

moet deur die Fonds vergoed word vir aanspreeklikheid wat hy opgeloop het en om hom te verweer in 'n geding, hetsy siviël of krimineel, wat voortspruit uit 'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns is of waarin hy onskuldig bevind word.

15. VRYSTELLING

(1) Die Minister of enige beampste in die diens van die Departement van Mannekrag aan wie die mag gedelegeer is om vrystelling van 'n opleidingskema ingevolge artikel 39 (4) van die Wet te verleen, kan na konsultasie met die Raad vrystelling verleen van enige bepaling van klousule 8 van die Skema.

(2) Enige aansoek om vrystelling moet by die Elektrotegniese Aannemingsnywerheid se Opleidingsraad, Posbus 33367, Jeppestown, 2043, ingedien word wat sodanige aansoek tesame met die Raad se aanbeveling moet deurstuur na die Direkteur-generaal: Mannekrag.

No. R. 352

3 Maart 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BUITEBAND- EN RUBBERNYWERHEID, OOSTELIKE PROVINSIE.—HERNUWING VAN OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 336 van 20 Februarie 1981, R. 2339 van 29 Oktober 1982, R. 310 van 15 Februarie 1985, R. 2580 van 15 November 1985, R. 635 van 27 Maart 1987 en R. 1751 van 14 Augustus 1987, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1989 eindig.

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

No. R. 353

3 Maart 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BUITEBAND- EN RUBBERNYWERHEID, OOSTELIKE PROVINSIE.—WYSIGING VAN OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1989 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; 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 Mei 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 van genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

SCHEDULE**INDUSTRIAL COUNCIL FOR THE TYRE AND RUBBER MANUFACTURING INDUSTRY, EASTERN PROVINCE****AGREEMENT**

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

The Port Elizabeth and Uitenhage Tyre and Rubber Manufacturers Employers' Association

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

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

and the

National Automobile and Allied Workers' Union

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

being the parties to the Industrial Council for the Tyre and Rubber Manufacturing Industry, Eastern Province,

to amend the Agreement published under Government Notice R. 336 of 20 February 1981, as amended and renewed by Government Notices R. 2339 and R. 2340 of 29 October 1982, R. 309 and R. 310 of 15 February 1985, R. 2580 of 15 November 1985, R. 634 and R. 635 of 27 March 1987 and R. 1751 of 14 August 1987.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Tyre and Rubber Manufacturing Industry—

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

(b) in the Magisterial Districts of Port Elizabeth, excluding that portion of the Magisterial District of Port Elizabeth which prior to the Publication of Government Notice 1974 of 26 September 1980, fell within the Magisterial Districts of Hankey and Uitenhage.

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

(a) apply to apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981;

(b) not apply to a chargehand, clerk, despatch clerk, factory clerk, first aid attendant, foreman or storeman who is either remunerated on a monthly basis or whose remuneration is calculated on an hourly basis or on a monthly basis and who enjoys all staff privileges.

(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, and the hourly rate shall be the weekly wage divided by 45.

2. CLAUSE 3.—DEFINITIONS

(1) Insert the following new definition after the definition "casual employee":

" 'casual labourer' means a casual employee who is employed in the category of 'labourer' "

(2) Insert the following new definitions after the definition "part-time driver of a motor vehicle":

" 'probation' means the period during which a newly hired employee or existing employee who is transferred to another job classification/operation is given the opportunity to learn to be trained in the new job skills to the required performance level of the employer;

'probationary period' means the period of three months' temporary employment from the date of hire in the case of any new hire or in the case of an existing employee, the period of three months calculated from the time of transfer from the existing job classification/operation to the new job classification/operation."

BYLAE**NYWERHEIDSRAAD VIR DIE BUITEBAND- EN RUBBER-NYWERHEID, OOSTELIKE PROVINSIE****OOREENKOMS**

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

The Port Elizabeth and Uitenhage Tyre and Rubber Manufacturers Employers' Association

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

S. A. Yster-, Staal- en Verwante Nywerhede-Unie

en die

National Automobile and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Buiteband- en Rubbernnywerheid, Oostelike Provinsie,

om die Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 336 van 20 Februarie 1981, soos gewysig en hernieu deur Goewermmentskennisgewings R. 2339 en R. 2340 van 29 Oktober 1982, R. 309 en R. 310 van 15 Februarie 1985, R. 2580 van 15 November 1985, R. 634 en R. 635 van 27 Maart 1987 en R. 1751 van 14 Augustus 1987, te wysig

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Buiteband- en Rubbernnywerheid nagekom word—

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

(b) in die landdrosdistrikte Port Elizabeth, uitgesluit daardie deel van die landdrosdistrik Port Elizabeth wat voor die publikasie van Goewermmentskennisgewing 1974 van 26 September 1980 binne die landdrosdistrik van Hankey geval het en Uitenhage.

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

(a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die bepalings van of voorwaardes gestel ingevolge die Wet op Mannekragopleiding, 1981, nie;

(b) nie van toepassing nie op 'n onderbaas, klerk, versendingsklerk, fabrieksklerk, eerstehulp-bediener, voorman of magasynman wat of op 'n maandelikse grondslag beloon word of wie se besoldiging op 'n uurlikse grondslag of op 'n maandelikse grondslag bereken word en wat alle personeelvoordele geniet.

(3) Vir die toepassing van hierdie Ooreenkoms word die weekloon van vakleerlinge wat ingevolge die Wet op Mannekragopleiding, 1981, voorgeskryf word, geag die weekloon te wees en is die uurloon die weekloon gedeel deur 45.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in na die omskrywing "los werknemer":

" 'los arbeider' 'n los werknemer wat in die kategorie 'arbeider' in diens is. "

(2) Voeg die volgende nuwe omskrywings in na die omskrywing "deeltydse motorvoertuigdrywer":

" 'proef' die tydperk waartydens 'n pasaangestelde werknemer of bestaande werknemer wat oorgeplaas word na 'n ander werkklasifikasie/be-roep die geleentheid gegun word om opgelei te word in die vaardighede van die nuwe werk tot op die vereiste werkverrigtingsvlak van die werkgewer;

'proeftyd' die tydperk van drie maande se tydelike werkverskaffing vanaf die datum van aanstelling, in die geval van nuwe 'n aanstelling, of in die geval van 'n bestaande werknemer, die tydperk van drie maande bereken vanaf die tyd van oorplasing van die bestaande werkklasifikasie/be-roep na die nuwe werkklasifikasie/be-roep."

3. CLAUSE 4.—REMUNERATION

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

“(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

	<i>Cents per hour</i>
(a) Rate A employee	800
(b) Rate B employee	525
(c) Rate C employee	475
(d) Rate D employee	450
(e) Rate E employee	450
(f) Rate F employee	450
(g) Rate G and H employees	450:

Provided that any newly hired employee or any employee transferred from one job classification or operation to another shall be required to serve a probationary period in the job classification or operation for which he has been hired or to which he has been transferred.

(h) *Apprentice*.—An apprentice shall be paid not less than the wage prescribed under the Manpower Training Act, 1981, for the trade in which he is indentured.

(i) *Casual labourer*: 350 cents per hour.

(j) *Casual employee*.—Except as provided for in subparagraph (i), a casual employee shall be paid in respect of every day of his employment not less than the hourly rate for the class of work on which he is engaged, multiplied by seven and a half in respect of an employee engaged on a three-shift system and nine in respect of an employee engaged on a two-shift or one-shift system: Provided that if a casual employee is required to work for a period of not more than four consecutive hours on any day his wage may be reduced to his hourly rate multiplied by four.”

(2) Delete subparagraph 4 (c).

4. CLAUSE 7.—ANNUAL LEAVE

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

“(1) (a) An employer shall grant to an employee paid annual leave of not less than three weeks, of which not less than two weeks shall be granted during a period commencing not later than 24 December.

(b) Notwithstanding the provisions of subclause (1) (a), the employers and employees can negotiate alternate leave arrangements: Provided that not less than two weeks shall be granted consecutively during a period commencing not later than 24 December.

(c) In addition to the leave referred to in paragraph (a) hereof, the employer shall grant to an employee who has continuous service with the same employer, paid service leave as follows:

(i) On completion of five years' continuous service, two calendar days' leave pay;

(ii) on completion of 10 years' continuous service, four calendar days' leave pay;

(iii) on completion of 15 years' continuous service, five calendar days' leave pay.

(d) In addition to the leave referred to in paragraphs (a) (b) and (c), and for the 1989 contract period ending 31 May 1989 only, an extra day's paid vacation leave to be taken on 1 May 1989 ('Workers' Day') shall be granted.”

5. CLAUSE 8.—ANNUAL BONUS

Substitute the following for subclause (1):

“(1) Every employer shall, subject to the provisions of subclause (2) and in December of each year, pay to each employee an annual bonus calculated as follows, and for the purposes of this clause, 'service' shall be deemed to commence on the date on which the employee last entered the employer's service:

<i>Years of continuous service with the same employer</i>	<i>Annual bonus</i>
Less than five years' service	Not less than 6 per cent of earnings.
Five years' service and more	Not less than 8½ per cent of earnings.”

3. KLOUSULE 4.—BESOLDIGING

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

“(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit:

	<i>Sent per uur</i>
(a) Loon A-werknemer	800
(b) Loon B-werknemer	525
(c) Loon C-werknemer	475
(d) Loon D-werknemer	450
(e) Loon E-werknemer	450
(f) Loon F-werknemer	450
(g) Loon G- en H-werknemers	450:

Met dien verstande dat 'n pasaangestelde werknemer of 'n werknemer wat oorgeplaas word van een werkklasifikasie of beroep na 'n ander, 'n proeftyd moet aflê in die werkklasifikasie of beroep waarvoor hy aangestel is of waarheen hy oorgeplaas is.

(h) *Vakleerling*.—'n Vakleerling moet minstens dié loon betaal word wat ingevolge die Wet op Mannekragopleiding, 1981, voorgeskryf word vir die ambag waarvoor hy ingeboek is.

(i) *Los arbeider*: 350 sent per uur.

(j) *Los werknemer*.—Behoudens subparagraaf (i) moet 'n los werknemer vir elke dag diens minstens die uurloon betaal word vir die klas werk wat hy verrig, vermenigvuldig met sewe en 'n half in die geval van 'n werknemer wat volgens 'n drieskofstelsel werk, en met nege in die geval van 'n werknemer wat volgens 'n twee- of eenskofstelsel werk: Met dien verstande dat as daar van 'n los werknemer vereis word om op 'n bepaalde dag hoogstens vier agtereenvolgende ure te werk, sy loon verminder kan word tot by sy uurloon, vermenigvuldig met vier.”

(2) Skrap subparagraaf 4 (c).

4. KLOUSULE 7.—JAARLIKSE VERLOF

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

“(1) (a) 'n Werkgewer moet verlof met besoldiging van minstens drie weke aan 'n werknemer toestaan, waarvan minstens twee weke toegestaan moet word gedurende 'n tydperk wat voor of op 24 Desember begin.

(b) Ondanks subklausule (1) (a), kan die werkgewers en die werknemers deur onderhandelinge alternatiewe verlofreëlings tref: Met dien verstande dat minstens twee weke aaneenlopend toegestaan moet word gedurende 'n tydperk wat voor of op 24 Desember begin.

(c) Benewens die verlof in paragraaf (a) hiervan bedoel, moet die werkgewer aan 'n werknemer met aaneenlopende diens by dieselfde werkgewer diensverlof met besoldiging soos volg toestaan:

(i) By voltooiing van vyf jaar se aaneenlopende diens, twee kalenderdae verlofbesoldiging;

(ii) by voltooiing van 10 jaar se aaneenlopende diens, vier kalenderdae verlofbesoldiging;

(iii) by voltooiing van 15 jaar se aaneenlopende diens, vyf kalenderdae verlofbesoldiging.

(d) Benewens die verlof in paragrafe (a), (b) en (c) bedoel, en slegs vir die 1989-kontraktydperk eindigende 31 Mei 1989, moet 'n ekstra dag verlof met besoldiging toegestaan word wat op 1 Mei 1989 ('Werkersdag') geneem moet word.”

5. KLOUSULE 8.—JAARLIKSE BONUS

Vervang subklausule (1) deur die volgende:

“(1) Behoudens subklausule (2), moet elke werkgewer in Desember elke jaar aan elke werknemer 'n jaarlikse bonus betaal wat soos hieronder bereken is, en vir die toepassing van hierdie klausule word 'diens' geag te begin op die datum waarop die werknemer laas by die werkgewer in diens getree het:

<i>Jare ononderbroke diens by dieselfde werkgewer</i>	<i>Jaarlikse bonus</i>
Minder as vyf jaar diens	Minstens 6 persent van verdienste.
Vyf jaar diens en langer	Minstens 8½ persent van verdienste.”

6. CLAUSE 12.—UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

Substitute the following for subclause (1):

“(1) An employer who requires an employee to wear overalls or who is required by any law or regulation to provide overalls to an employee shall, each year, provide such employee, free of charge, with two overalls. Such overalls shall remain the property of the employer who shall clean them free of charge.”

7. Insert the following new clause after clause 20:

“21. ESSENTIAL SERVICES

(1) Unless 24 hours' prior notice has been given by employees employed on essential services, such employees shall be required to attend their normal duties during any industrial action. Provided that this subclause shall not apply in respect of any industrial action sanctioned by section 65 of the Act.

(2) In this regard, security guards, watchmen, first-aid attendants and boiler/powerhouse attendants are defined as those employees on essential services.”

8. Insert the following new clause after clause 21:

“22. COMPASSIONATE LEAVE

(1) In the event of the death of a close relative, an employee shall be entitled to one day's paid leave of absence.

(2) In this regard, close relative shall mean mother, father, wife, husband and child of an employee.”

9. Insert the following new clause after clause 22:

“23. MATERNITY LEAVE

(1) Maternity leave may be granted only to female employees who have a minimum of one year's continuous service and shall commence four weeks before the anticipated date of confinement and shall end eight weeks after the date of confinement and in the case of a still-birth, four weeks after the event.

(2) (a) The employee is required to advise the employer at least two months prior to the date of the commencement of the maternity leave period of absence that she wishes to take this option.

(b) If no such option is exercised prior to this date, the employee's date of leaving shall be the date of termination of service.

(3) The employer cannot guarantee that such employee shall return to her original job, and, if her original job should become redundant during the period of leave, she shall be given notice of redundancy on return from maternity leave of absence.

(4) An employee shall receive her normal remuneration up to the date of commencement of the maternity leave of absence and remuneration shall re-commence at the end of the maternity leave of absence on the employee's return to work as scheduled.

(5) During the period of maternity leave of absence, the employee shall not qualify for or accrue any benefits. Any general wage adjustments effected during the period of her maternity leave of absence shall only be effected from the date of her return.

(6) During the period of maternity leave of absence, the employee shall be liable for her portion of benefit contributions.

(7) Election of the maternity leave of absence option and the payment of the prescribed employee deductions shall provide continuous service and continuity of membership of the pension, medical aid and annual bonus schemes only.

(8) Any replacement employed to cover for this approved period of absence shall be on a temporary basis and shall not qualify for any redundancy/retraining benefits on return to work of the former employee.”

This Agreement signed at Port Elizabeth, on behalf of the parties, this 26th day of August 1988.

J. A. VAN NIEKERK-VENTER,
Chairman.

R. A. MARSH,
Vice-Chairman.

B. J. WILSON,
Secretary.

6. KLOUSULE 12.—UNIFORMS, OORPAKKE EN BESKERMDE KLERE

Vervang subklausule (1) deur die volgende:

“(1) 'n Werkgewer wat van 'n werknemer vereis is om oorpakke te dra of wat ingevolge 'n wet of regulasie verplig is om oorpakke aan 'n werknemer te verskaf, moet sodanige werknemer elke jaar kosteloos van twee oorpakke voorsien. Sodanige oorpakke bly die eiendom van die werkgewer wat hulle kosteloos moet skoonmaak.”

7. Voeg die volgende nuwe klausule in na klausule 20:

“21. NOODSAAKLIKE DIENSTE

(1) Tensy werknemers wat in noodsaaklike dienste aangestel is 24 uur vooraf kennis gegee, word daar van sodanige werknemers vereis om gedurende enige nywerheidsopptrede hul normale pligte uit te voer. Met dien verstande dat die bepalings van hierdie subklausule nie van toepassing is nie insoverre nywerheidsaksie toegelaat word kragtens artikel 65 van die Wet nie.

(2) In hierdie opsig, word veiligheidswagte, wagte, eerstehulpbedieners, en ketel-/kragentralebedieners as werknemers in noodsaaklike dienste omskryf.”

8. Voeg die volgende nuwe klausule in na klausule 21:

“22. DEERNISVERLOF

(1) In die geval van die afsterwe van 'n bloedverwant is 'n werknemer geregtig op een dag se afwesigheidsverlof met besoldiging.

(2) In hierdie verband, beteken 'bloedverwant' moeder, vader, vrou, man en kind van 'n werknemer.”

9. Voeg die volgende nuwe klausule in na klausule 22:

“23. KRAAMVERLOF

(1) Kraamverlof word slegs aan vroulike werknemers toegestaan wat 'n minimum van een jaar onafgebroke diens voltooi het, en neem 'n aanvang vier weke voor die verwagte datum van die bevalling en eindig agt weke na die datum van die bevalling en in die geval van 'n doodgeboorte, vier weke daarna.

(2) (a) Die werknemer moet die werkgewer minstens twee maande voor die aanvangsdatum van die kraamverloftydperk in kennis stel dat sy van hierdie opsie gebruik wil maak.

(b) As geen sodanige opsie voor hierdie datum uitgeoefen word nie, is die datum waarop die werknemer haar werk verlaat die datum van diensbeëindiging.

(3) Die werkgewer kan nie waarborg dat sodanige werknemer na haar oorspronklike werk sal kan terugkeer nie, en indien haar oorspronklike werk gedurende haar afwesigheidsverlof oortollig word, sal sy kennis van oortolligheid gegee word by haar terugkeer van kraamverlof.

(4) 'n Werknemer ontvang haar gewone besoldiging tot die aanvangsdatum van die kraamverlof en besoldiging begin weer aan die einde van die kraamverlof by die werkgewer se terugkeer na die werk, soos bepaal.

(5) Gedurende die tydperk van kraamverlof, kwalifiseer die werknemer nie vir enige voordele en val sodanige voordele haar nie toe nie. Alle algemene loonaanpassings wat gedurende die tydperk van haar kraamverlof gemaak word, word slegs van krag vanaf die datum van haar terugkeer.

(6) Gedurende die tydperk van kraamverlof, is die werknemer aanspreeklik vir haar deel van voordelebydraes.

(7) Benutting van die kraamverlofopsie en die betaling van die voorgeskrewe werknemeraftrappings, verseker slegs onafgebroke diens en deurlopendheid van lidmaatskap van die pensioen-, mediese hulp- en jaarlikse bonusskemas.

(8) Enige plaasvervanger wat in diens geneem word om vir hierdie goedgekeurde tydperk van afwesigheid in te staan, word op 'n tydelike grondslag aangestel en kwalifiseer nie vir enige oortolligheids-/ personeelvermindervoordele wanneer die vorige werknemer na haar werk terugkeer nie.”

Namens die partye op hede die 26ste dag van Augustus 1988 te Port Elizabeth onderteken.

J. A. VAN NIEKERK-VENTER,
Voorsitter.

R. A. MARSH,
Ondervoorsitter.

B. J. WILSON,
Sekretaris.

No. R. 364

3 March 1989

LABOUR RELATIONS ACT, 1956

BUILDING SOCIETY UNDERTAKING.—EXTENSION OF 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) (i) of the Labour Relations Act, 1956, extend the period fixed in Government Notice R. 108 of 24 January 1986, by a further period ending 30 September 1989.

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

No. R. 375

3 March 1989

LABOUR RELATIONS ACT, 1956

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

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b), 2 and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1990 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VAN DER MERWE LOUW,
Acting Minister of Manpower.

SCHEDULE

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

SICK PAY FUND AGREEMENT

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

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries of South Africa
Forging Association of Southern Africa

No. R. 364

3 Maart 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUVERENIGINGONDERNEMING.—VERLENGING VAN OOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperk vasgestel in Goewermentskennisgewing R. 108 van 24 Januarie 1986, met 'n verdere tydperk wat op 30 September 1989 eindig.

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

No. R. 375

3 Maart 1989

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Eli van der Merwe Louw, waarnemende 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 November 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1990 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VAN DER MERWE LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

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

SIEKTEBYSTANDSFONDSOOREENKOMS

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

Automotive Parts Production Engineer's Association
Border Engineering Industries Association
Cape Engineer's and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineer's and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries of South Africa
Forging Association of Southern Africa

Gate and Fence Manufacturers' Association of the Transvaal
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

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

to amend the Agreement published under Government Notice R. 998 of 23 May 1986 (hereinafter referred to as the Re-enacting Agreement), as amended by Government Notices R. 2232 of 24 October 1986, R. 1847 of 28 August 1987 and R. 1231 of 24 June 1988.

PART I

1. SECTION 1.—SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Iron, Steel, Engineering and Metallurgical Industries—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers and employees who are members of the employers' organisations and trade unions, respectively.

(2) The terms of this Agreement shall not apply to the following persons:

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

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

2. SECTION 3.—SPECIAL PROVISIONS

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

Gate and Fence Manufacturer's Association of the Transvaal
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturer's Association of South Africa
 Plumbers and Engineers Brassware Manufacturer's Association
 Port Elizabeth Engineer's Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

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

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 998 van 23 Mei 1986 (hierna die Herbekragtigingsooreenkoms genoem), soos gewysig by Goewermmentskennisgewings R. 2232 van 24 Oktober 1986, R. 1847 van 28 Augustus 1987 en R. 1231 van 24 Junie 1988, te wysig.

DEEL I

1. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede—

(a) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

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

(2) Hierdie Ooreenkoms is nie op die volgende persone van toepassing nie:

(a) Werknemers in diens by die werkgewers in subklousule (1) bedoel wat, hoewel hulle ingevolge die registreerde bestek van 'n vakvereniging wat 'n party by die Ooreenkoms is in aanmerking kom vir lidmaatskap van so 'n vakvereniging, nie lede van so 'n vakvereniging is nie; en

(b) werknemers, uitgesonderd dié in diens by die werkgewer in subklousule (1) bedoel.

2. KLOUSULE 3.—SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. SPECIAL PROVISIONS"

The provisions contained in section 9 of Part I and Part II of the Agreement published under Government Notice R. 2032 of 9 October 1980, as amended, extended and re-enacted by Government Notices R. 881 of 1 May 1981, R. 1205 of 25 June 1982, R. 1378 of 1 July 1983, R. 1882 of 31 August 1984, R. 223 of 8 February 1985, R. 2051 of 13 September 1985, R. 2365 of 18 October 1985 (hereinafter referred to as the 'Former Agreement'), R. 998 of 23 May 1986, R. 2232 of 24 October 1986, R. 1847 of 28 August 1987 and R. 1231 of 24 June 1988, and as further amended by section 5 hereunder, shall apply to employers and employees."

3. SECTION 4.—GENERAL PROVISIONS

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

"4. GENERAL PROVISIONS"

The provisions contained in sections 3, 4 to 8 inclusive and 10 to 16 inclusive of Part I and Part III of the Former Agreement, as amended by Government Notice R. 1231 of 24 June 1988, and as further amended by section 5 hereunder, shall apply to employers and employees."

4. SECTION 15.—GENERAL PROVISIONS RELATING TO CONTRIBUTIONS AND BENEFITS

Substitute the following for subsection (3) (a) (ii):

"(ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a 'credit transaction' in terms of the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall *mutatis mutandis* apply."

5. PART II OF THE FORMER AGREEMENT**SCHEME A****(A) Section 2.—Contributions**

In subsection (1) substitute the following table for the existing table:

"Wage Group per week	Amount per week
	c
Over R354	63
Over R329 and up to R354.....	55
Over R270 and up to R329.....	50
Over R227 and up to R270.....	46
Over R197 and up to R227.....	39
R197 and under.....	30"

(B) Section 3.—Sick Pay Benefits

In subsection (1) substitute the following table for the existing table:

"Actual wage group per week	Sick pay benefits 1st to 30th week Per week
	R
Over R354	177
Over R329 and up to R354.....	165
Over R270 and up to R329.....	135
Over R227 and up to R270.....	114
Over R197 and up to R227.....	99
R197 and under.....	89"

(C) Section 4.—Funeral Benefit

Substitute the figure "R600" for the figure "R500".

6. PART III OF THE FORMER AGREEMENT**SCHEME B****(A) Section 2.—Contributions**

In subsection (1) substitute the following table for the existing table:

"Wage group per week	Amount per week
	c
Over R354	63
Over R329 and up to R354.....	55
Over R270 and up to R329.....	50
Over R227 and up to R270.....	46
Over R197 and up to R227.....	39
Over R177 and up to R197.....	30
Over R155 and up to R177.....	25
R155 and under.....	21"

"3. SPESIALE BEPALINGS"

Klousule 9 van Deel I en Deel II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2032 van 9 Oktober 1980, soos gewysig, verleng en herbekragtig by Goewermentskennisgewings R. 881 van 1 Mei 1981, R. 1205 van 25 Junie 1982, R. 1378 van 1 Julie 1983, R. 1882 van 31 Augustus 1984, R. 223 van 8 Februarie 1985, R. 2051 van 13 September 1985, R. 2365 van 18 Oktober 1985 (hierna die 'Vorige Ooreenkoms' genoem), R. 998 van 23 Mei 1986, R. 2232 van 24 Oktober 1986, R. 1847 van 28 Augustus 1987 en R. 1231 van 24 Junie 1988, en soos verder gewysig by klousule 5 hieronder, is van toepassing op werkgewers en werknemers."

3. KLOUSULE 4.—ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS"

Klousules 3, 4 tot en met 8 en 10 tot en met 16 van Deel I en Deel III van die vorige Ooreenkoms, soos gewysig by Goewermentskennisgewing R. 1231 van 24 Junie 1988, en soos verder gewysig by klousule 5 hieronder, is van toepassing op werkgewers en werknemers."

4. KLOUSULE 15.—ALGEMENE BEPALINGS BETREFFENDE BYDRAES EN BYSTAND

Vervang subklousule (3) (a) (ii) deur die volgende:

"(ii) Die rente loop op teen dieselfde effektiewe rentekoers as die toepaslike maksimum jaarlikse finansieringsrentekoers asof die uitstaande bedrag vir die toepassing van die Wet 'n 'krediettransaksie' was. Vir doeleindes van berekening van die rente is die bepaling van artikel 2 (2) van die Wet *mutatis mutandis* van toepassing."

5. DEEL II VAN DIE VORIGE OOREENKOMS**SKEMA A****(A) Klousule 2.—Bydraes**

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

"Loongroep per week	Bedrag per week
	c
Oor R354	63
Oor R329 tot en met R354.....	55
Oor R270 tot en met R329.....	50
Oor R227 tot en met R270.....	46
Oor R197 tot en met R227.....	39
R197 en minder.....	30"

(B) Klousule 3.—Betaling van Siektebystand

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

"Werklike loongroep per week	Siektebystand 1ste tot 30ste week Per week
	R
Oor R354	177
Oor R329 tot en met R354.....	165
Oor R270 tot en met R329.....	135
Oor R227 tot en met R270.....	114
Oor R197 tot en met R227.....	99
R197 en minder.....	89"

(C) Klousule 4.—Begrafnishystand

Vervang die syfer "R500" deur die syfer "R600".

6. DEEL III VAN DIE VORIGE OOREENKOMS**SKEMA B****(A) Klousule 2.—Bydraes**

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

"Loongroep per week	Bedrag per week
	c
Oor R354	63
Oor R329 tot en met R354.....	55
Oor R270 tot en met R329.....	50
Oor R227 tot en met R270.....	46
Oor R197 tot en met R227.....	39
Oor R177 tot en met R197.....	30
Oor R155 tot en met R177.....	25
R155 en minder.....	21"

(B) Section 3.—Sick Pay Benefits

In subsection (1) substitute the following table for the existing table:

<i>"Actual wage group per week"</i>	<i>Sick pay benefits 1st to 30th week Per week</i>
	R
Over R354	177
Over R329 and up to R354	165
Over R270 and up to R329	135
Over R227 and up to R270	114
Over R197 and up to R227	99
Over R177 and up to R197	89
Over R155 and up to R177	78
R155 and under	68"

(C) Section 4.—Funeral Benefit

Substitute the figure "R600" for the figure "R500".

Signed at Johannesburg for and on behalf of the parties this 14th day of November 1988.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

(B) Klousule 3.—Betaling van Siektebystand

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

<i>"Werklike loongroep per week"</i>	<i>Siektebystand 1ste tot 30ste week Per week</i>
	R
Oor R354	177
Oor R329 tot en met R354	165
Oor R270 tot en met R329	135
Oor R227 tot en met R270	114
Oor R197 tot en met R227	99
Oor R177 tot en met R197	89
Oor R155 tot en met R177	78
R155 en minder	68"

(C) Klousule 4.—Begrafnisbystand

Vervang die syfer "R500" deur die syfer "R600".

Namens die partye op hede die 14de dag van November 1988 te Johannesburg onderteken:

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 376

3 March 1989

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF METAL INDUSTRIES MEDICAL AID FUND AGREEMENT**

I, Eli van der Merwe Louw, acting 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 31 December 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

E. VAN DER MERWE LOUW,
Acting Minister of Manpower.

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY****METAL INDUSTRIES MEDICAL AID FUND****AGREEMENT**

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

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

No. R. 376

3 Maart 1989

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS VIR DIE METAALNYWERHEDE**

Ek, Eli van der Merwe Louw, waarnemende 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 31 Desember 1990 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

E. VAN DER MERWE LOUW,
Waarnemende Minister van Mannekrag.

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****MEDIESE HULPFONDS VIR DIE METAALNYWERHEDE****OOREENKOMS**

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

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Fire Protection Industries Association of South Africa
 Forging Association of Southern Africa
 Gate and Fence Manufacturers' Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
 Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mineworkers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

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

to amend the Metal Industries Medical Aid Fund Agreement published under Government Notice R. 2829 of 27 December 1985, as amended by Government Notices R. 714 of 18 April 1986, R. 2233 of 24 October 1986, R. 1798 of 21 August 1987 and R. 786 of 22 April 1988.

1. SECTION 1.—SCOPE OF APPLICATION OF AGREEMENT

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

(2) The terms of this Agreement shall not apply to employers and their employees who are participating with the employer in any scheme providing medical benefits in existence as at 18 July 1966, to which the employer concerned contributes part of the contributions for each employee who is a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay part of the contributions for each such employee.

Fire Protection Industries Association of South Africa
 Forging Association of Southern Africa
 Gate and Fence Manufacturers' Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die
 Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mineworkers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 (hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

om die Mediese Hulpfondsooreenkoms vir die Metaalnywerhede, gepubliseer by Goewermentskennisgewing R. 2829 van 27 Desember 1985, soos gewysig by Goewermentskennisgewings R. 714 van 18 April 1986, R. 2233 van 24 Oktober 1986, R. 1798 van 21 Augustus 1987 en R. 786 van 22 April 1988, te wysig.

1. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

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

(2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese bystand verskaf en wat bestaan het op 18 Julie 1966, en waartoe die betrokke werkgewer 'n gedeeltelike bydrae maak ten opsigte van elke werknemer wat lid is van die skema en andersins deur hierdie Ooreenkoms gedek word terwyl sodanige skema in werking bly en genoemde werkgewer en werknemers voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n gedeeltelike bydrae ten opsigte van elke sodanige werknemer te betaal.

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

2. SECTION 9.—CONTRIBUTIONS

(1) In subsection (2) substitute the following table for the existing table:

"Wage group"	Weekly wage	Member only	Member plus 1 or 2 dependants	Member plus 3 or more dependants
		M	M1 or 2	M3+
		R	R	R
1	Up to R223	11,00	15,50	17,00
2	Over R223 and up to R320	13,00	17,50	19,50
3	Over R320	14,50	19,00	21,00"

"Loongroep"	Weekloon	Slegs lid	Lid plus 1 of 2 afhanklikes	Lid plus 3 of meer afhanklikes
		M	M1 of 2	M3+
		R	R	R
1	Tot en met R223	11,00	15,50	17,00
2	Oor R223 en tot en met R320	13,00	17,50	19,50
3	Oor R320	14,50	19,00	21,00"

(2) Substitute the following for subsection (7) (a) (ii):

"(ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a 'credit transaction' in terms of the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall *mutatis mutandis* apply."

Signed for and on behalf of the parties at Johannesburg this 14th day of November 1988.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

No. R. 377

3 March 1989

LABOUR RELATIONS ACT, 1956

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

I, Eli van der Merwe Louw, acting Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 16 February 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

E. VAN DER MERWE LOUW,
Acting Minister of Manpower.

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

2. KLOUSULE 9.—BYDRAES

(1) In subklousule (2), vervang die bestaande tabel deur die volgende:

"Wage group"	Weekly wage	Member only	Member plus 1 or 2 dependants	Member plus 3 or more dependants
		M	M1 or 2	M3+
		R	R	R
1	Up to R223	11,00	15,50	17,00
2	Over R223 and up to R320	13,00	17,50	19,50
3	Over R320	14,50	19,00	21,00"

"Loongroep"	Weekloon	Slegs lid	Lid plus 1 of 2 afhanklikes	Lid plus 3 of meer afhanklikes
		M	M1 of 2	M3+
		R	R	R
1	Tot en met R223	11,00	15,50	17,00
2	Oor R223 en tot en met R320	13,00	17,50	19,50
3	Oor R320	14,50	19,00	21,00"

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

"(ii) Die rente sal oploop teen dieselfde effektiewe rentekoers as die toepaslike maksimum jaarlikse finansieringsrentekoers asof die uitstaande bedrag vir die toepassing van die Wet 'n 'krediettransaksie' was. Vir doeleindes van berekening van die rente is die bepalinge van artikel 2 (2) van die wet *mutatis mutandis* van toepassing."

Namens die partye op hede die 14de dag van November 1988 te Johannesburg onderteken.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 377

3 Maart 1989

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Eli van der Merwe Louw, waarnemende Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 16 Februarie 1990 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigings-ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

E. VAN DER MERWE LOUW,
Waarnemende Minister van Mannekrag.

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL,
ENGINEERING AND METALLURGICAL INDUSTRY****ENGINEERING AND ALLIED INDUSTRIES EMPLOYEES'
MEDICAL AID FUND****AGREEMENT**

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Hand Tool Manufacturers' Association
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

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

to amend the Agreement published under Government Notice R. 1002 of 23 May 1986 (hereinafter referred to as the Re-enacting Agreement), as amended by Government Notices R. 2234 of 24 October 1986, R. 1796 of 21 August 1987 and R. 785 of 22 April 1988.

1. SCOPE OF APPLICATION OF AGREEMENT

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

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-,
INGENIEURS- EN METALLURGIESE NYWERHEID****MEDIESE HULPFONDS VIR WERKNEMERS IN DIE
INGENIEURS- EN AANVERWANTE NYWERHEDE****OOREENKOMS**

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Hand Tool Manufacturers' Association
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association

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

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

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

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

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 1002 van 23 Mei 1986 (hierna die Herbekragtigingsooreenkoms genoem), soos gewysig deur Goewermentskennisgewings R. 2234 van 24 Oktober 1986, R. 1796 van 21 Augustus 1987 en R. 785 van 22 April 1988, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(a) employees whilst they are participating in the Metal Industries Medical Aid Fund in force for the time being;

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

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

2. SECTION 2.—GENERAL PROVISIONS

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

“The provisions contained in sections 3 to 18 of the Agreement published under Government Notice R. 296 of 15 February 1980, as amended and re-enacted by Government Notices R. 1344 of 27 June 1980, R. 887 of 1 May 1981, R. 1209 of 25 June 1982, R. 1381 of 1 July 1983, R. 470 of 9 March 1984, R. 1885 of 31 August 1984, R. 229 of 8 February 1985 and R. 2057 of 13 September 1985 (as amended by section 3 of the Re-enacting Agreement, section 3 and 4 of the Agreement published under Government Notice R. 2234 of 24 October 1986, section 3 and 4 of the Agreement published under Government Notice R. 1796 of 21 August 1987, sections 3 to 7 of the Agreement published under Government Notice R. 785 of 22 April 1988 and sections 3 to 5 hereunder) shall apply to employers and employees.”

3. SECTION 3.—DEFINITIONS

Substitute the following for the definition of “employee”.

“‘employee’ means an employee employed—

(a) on any of the classes of work scheduled in the Main Agreement at an hourly wage of less than the rate specified from time to time for Rate DDD class of work; or

(b) on work scheduled in any agreement operative in the Industries at an hourly wage of less than the rate specified from time to time in the Main Agreement for Rate DDD class of work.”

4. SECTION 6.—MEMBERSHIP

In subsection (1), substitute the following for the definition of “unscheduled employee”;

“‘unscheduled employee’ means, subject to the proviso to of section 8 (2), any other employee in the employ of an employer for whom the employer pays contributions to the Fund and who is a contributor to the Fund.”

5. SECTION 8.—CONTRIBUTIONS

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

“(2) Contributions in accordance with subsection (1) may be deducted from the wages of unscheduled employees in the employ of employers who are members of the employers’ organisations which are parties to this Agreement, at their written request: Provided that such employees are receiving a wage equivalent to less than the hourly rate specified from time to time in the Main Agreement for Rate DDD class of work.”

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

“(4) (a) If any amount which falls due in terms of this section is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from that 15th day until the full amount is received by the Council;

(ii) the interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a ‘credit transaction’ in terms of the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall *mutatis mutandis* apply;

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

(a) werknemers terwyl hulle deelnemers is in die Mediese Hulpfonds vir die Metaalnywerhede wat vir die oomblik van krag is;

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

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

2. KLOUSULE 2.—ALGEMENE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

“Klousules 3 tot 18 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 296 van 15 Februarie 1980, soos gewysig en herbekragtig deur Goewermentskennisgewings R. 1344 van 27 Junie 1980, R. 887 van 1 Mei 1981, R. 1209 van 25 Junie 1982, R. 1381 van 1 Julie 1983, R. 470 van 9 Maart 1984, R. 1885 van 31 Augustus 1984, R. 229 van 8 Februarie 1985 en R. 2057 van 13 September 1985 (soos gewysig deur klousule 3 van die Herbekragtigingsooreenkoms, klousule 3 en 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2234 van 24 Oktober 1986, klousules 3 en 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1796 van 21 Augustus 1987, klousules 3 tot 7 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 785 van 22 April 1988 en klousules 3 tot 5 hieronder), is van toepassing op werkgewers en werknemers.”

3. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing van “werknemer” deur die volgende:

“‘werknemer’ ’n werknemer—

(a) wat enigeen van die klasse werk verrig wat ingedeel is in die Hoorooreenkoms teen ’n uurloon van minder as die uurloon wat van tyd tot tyd vir Loon DDD klas werk voorgeskryf word, of

(b) wat werk verrig wat in enige ooreenkoms van krag in die Nywerhede ingedeel is teen ’n uurloon van minder as die uurloon wat van tyd tot tyd in die Hoorooreenkoms vir Loon DDD klas werk voorgeskryf word.”

4. KLOUSULE 6.—LIDMAATSKAP

In subklousule (1) vervang die omskrywing van “ongelyste werknemer” deur die volgende:

“‘ongelyste werknemer’, behoudens die voorbehoudsbepaling van subklousule 8 (2), enige ander werknemer in diens van ’n werkgewer vir wie die werkgewer bydraes tot die Fonds betaal en wat ’n bydraer tot die Fonds is.”

5. KLOUSULE 8.—BYDRAES

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

“(2) Bydraes ooreenkomstig subklousule (1) kan van die lone van ongelyste werknemers in diens van werkgewers wat lede is van die werkgewers-organisasies wat partye by hierdie Ooreenkoms is, afgetrek word indien hulle skriftelik daarom aansoek doen: Met dien verstande dat sodanige werknemers ’n loon ontvang van minder as die uurloon wat van tyd tot tyd in die Hoorooreenkoms vir Loon DDD klas werk voorgeskryf word.”

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

“(4) (a) Indien ’n bedrag wat ingevolge hierdie klousule betaalbaar word nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is ten volle deur die Raad ontvang word nie, moet die werkgewer rente ooreenkomstig die volgende bepalinge betaal:

(i) Die rente betaalbaar loop op op die balans van die bedrag wat van tyd tot tyd uitstaande bly vanaf die 15de dag totdat die totale bedrag deur die Raad ontvang word;

(ii) die renteloop op teen dieselfde effektiewe rentekoers as die toepasslike maksimum jaarlikse finansieringsrentekoers asof die uitstaande bedrag vir die toepassing van die Wet as ’n ‘krediettransaksie’ beskou word. Vir doeleindes van berekening van die rente, is artikel 2 (2) van die Wet *mutatis mutandis* van toepassing;

(iii) the Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this subsection;

(iv) in addition to the provisions of section 2 (2) of the Act all the other provisions of the Act which are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall apply *mutatis mutandis* for these purposes.

(b) For purposes of this subsection 'the Act' means the Usury Act, Act 73 of 1968, as amended."

Signed for and on behalf of the parties at Johannesburg on the 14th day of November 1988.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 374

3 March 1989

AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1979

I, George Shepstone Bartlett, Deputy Minister of Economic Affairs and Technology, acting on behalf of and on assignment by the Minister of Economic Affairs and Technology, hereby, in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act 9 of 1978), publish the amendments set out in the Schedule hereto, which have, under and in accordance with the provisions of section 4 (1) (b) of the said Act, been effected by me to the provisions of the Sugar Industry Agreement, 1979.

G. S. BARTLETT,
Deputy Minister of Economic Affairs and Technology.

SCHEDULE

Definitions

1. In this Schedule "the Agreement" means the Sugar Industry Agreement, 1979, published by Government Notice R. 858 of 27 April 1979 as amended by Government Notices R. 1941 of 31 August 1979, R. 2435 of 2 November 1979, R. 310 of 22 February 1980, R. 864 of 25 April 1980, R. 905 of 2 May 1980, R. 1623 of 8 August 1980, R. 1933 of 19 September 1980, R. 2041 of 3 October 1980, R. 2514 of 5 December 1980, R. 255 of 13 February 1981, R. 1185 of 5 June 1981, R. 2277 of 23 October 1981, R. 2468 of 13 November 1981, R. 252 of 12 February 1982, R. 1906 of 3 September 1982, R. 9 of 7 January 1983, R. 852 of 29 April 1983, R. 1489 of 8 July 1983, R. 1740 of 5 August 1983, R. 146 of 3 February 1984, R. 261 of 17 February 1984, R. 599 of 30 March 1984, R. 2827 of 28 December 1984, R. 1071 of 17 May 1985, R. 202 of 7 February 1986, R. 463 of 14 March 1986, R. 792 of 25 April 1986, R. 793 of 25 April 1986, R. 1260 of 27 June 1986, R. 1628 of 1 August 1986, R. 2075 of 26 September 1986, R. 636 of 27 March 1987, R. 1557 of 17 July 1987, R. 1971 of 11 September 1987, R. 2720 of 11 December 1987, R. 558 of 25 March 1988, R. 637 of 8 April 1988, R. 722 of 15 April 1988, R. 1026 of 27 May 1988, R. 1103 of 10 June 1988, R. 1617 of 12 August 1988 and R. 1947 of 28 September 1988.

(iii) die Raad kan na goeddunke betaling deur die werkgewer van rente wat ingevolge hierdie subklousule oploop, kwytsteld;

(iv) benewens artikel 2(2) van die Wet is alle ander relevante bepalinge van die Wet *mutatis mutandis* van toepassing vir die doel om die rente te bereken wat deur die werkgewer ingevolge hierdie subklousule betaalbaar is.

(b) Vir die toepassing van hierdie subklousule beteken 'die Wet' die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, soos gewysig."

Namens die partye op hede die 14de dag van November 1988 te Johannesburg.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 374

3 Maart 1989

WYSIGING VAN DIE SUIKERNYWERHEID- OOREENKOMS, 1979

Ek, George Shepstone Bartlett, Adjunk-minister van Ekonomiese Sake en Tegnologie, handelende namens en in opdrag van die Minister van Ekonomiese Sake en Tegnologie, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikervet, 1978 (Wet 9 van 1978), die wysigings in die Bylae hiervan uiteengesit wat kragtens en ooreenkomstig die bepalinge van artikel 4 (1) (b) van genoemde Wet deur my aan die bepalinge van die Suikernywerheidsooreenkomst, 1979, aangebring is.

G. S. BARTLETT,
Adjunk-minister van Ekonomiese Sake en Tegnologie.

BYLAE

Definisies

1. In hierdie Bylae beteken "die Ooreenkomst" die Suikernywerheidsooreenkomst, 1979, gepubliseer by Goewermentskennisgewing R. 858 van 27 April 1979, soos gewysig by Goewermentskennisgewings R. 1941 van 31 Augustus 1979, R. 2435 van 2 November 1979, R. 310 van 22 Februarie 1980, R. 864 van 25 April 1980, R. 905 van 2 Mei 1980, R. 1623 van 8 Augustus 1980, R. 1933 van 19 September 1980, R. 2041 van 3 Oktober 1980, R. 2514 van 5 Desember 1980, R. 255 van 13 Februarie 1981, R. 1185 van 5 Junie 1981, R. 2277 van 23 Oktober 1981, R. 2468 van 13 November 1981, R. 252 van 12 Februarie 1982, R. 1906 van 3 September 1982, R. 9 van 7 Januarie 1983, R. 852 van 29 April 1983, R. 1489 van 8 Julie 1983, R. 1740 van 5 Augustus 1983, R. 146 van 3 Februarie 1984, R. 261 van 17 Februarie 1984, R. 599 van 30 Maart 1984, R. 2827 van 28 Desember 1984, R. 1071 van 17 Mei 1985, R. 202 van 7 Februarie 1986, R. 463 van 14 Maart 1986, R. 792 van 25 April 1986, R. 793 van 25 April 1986, R. 1260 van 27 Junie 1986, R. 1628 van 1 Augustus 1986, R. 2075 van 26 September 1986, R. 636 van 27 Maart 1987, R. 1557 van 17 Julie 1987, R. 1971 van 11 September 1987, R. 2720 van 11 Desember 1987, R. 558 van 25 Maart 1988, R. 637 van 8 April 1988, R. 722 van 15 April 1988, R. 1026 van 27 Mei 1988, R. 1103 van 10 Junie 1988, R. 1617 van 12 Augustus 1988 en R. 1947 van 28 September 1988.

Amendment of Schedule F to the Agreement

2. Schedule F to the Agreement is hereby amended by the substitution for subparagraph (3) of paragraph 32 of the following subparagraph:

“(3) (a) If the effect of any transfer of an A Pool quota in terms of paragraph 31 is that the transferee will be a Small Grower, the Central Board shall, notwithstanding the provisions of paragraph 4 (4), concurrently with such transfer convert such quota to a Small Grower Entitlement, provided that—

(i) The transferee has suitable land capable of registration in accordance with the provisions of this Schedule to enable him to produce cane in fulfilment of the Small Grower Entitlement to be allocated to him; and

(ii) the transferor and the transferee satisfy the Central Board that such transfer does not constitute speculation or trafficking in quotas, or a scheme or device adopted for the purpose of obtaining an undue advantage under the Pool System:

Provided further that no conversion which will have the effect of materially increasing or decreasing the A Pool sucrose production of such quota shall be permitted.

(b) If the transferor remains an A Pool quota holder, his registered land shall be reduced by an area commensurate with the quota converted in terms of subparagraph (3) (a).

(c) In a conversion contemplated in subparagraph (3) (a) the area of land to be allocated to the transferee upon conversion of an A Pool quota to a Small Grower Entitlement shall be calculated in accordance with the following formula:

$$A = \frac{Q}{X\% \times Y}$$

In which formula—

(i) “A” represents the area of land to be allocated to the transferee upon conversion of an A Pool quota to a Small Grower Entitlement;

(ii) “Q” represents the A Pool quota to be transferred;

(iii) “X%” represents the arithmetic average of the percentage of total A Pool deliveries to total deliveries in the preceding three years by A Pool growers at the mill to which the quota is attached; and

(iv) “Y” represents the yield expressed in tons of sucrose per hectare determined by the Central Board as being commensurate with the productive capacity of the registered land of the transferee.

(d) (i) Where the transferee is an existing Small Grower and the approval of the transfer will, in the opinion of the Central Board, result in the aggregate of the transferee's deliveries of sucrose exceeding on average an amount equivalent to 150 tons of sucrose per year, the Central Board shall concurrently with such transfer convert the transferee's existing Small Grower Entitlement to basic quota in accordance with the provisions of paragraphs 4 (5) and 4 (6), and the quota being transferred shall be recorded in the name of the transferee, *mutatis mutandis* in accordance with and subject to the provisions of paragraph 31.

Wysiging van Bylae F van die Ooreenkoms

2. Bylae F van die Ooreenkoms word hierby gewysig deur subparagraaf (3) van paragraaf 32 deur die volgende subparagraaf te vervang:

“(3) (a) Indien die oordrag van 'n A-poel-kwota ingevolge paragraaf 31 tot gevolg het dat die oordragnemer 'n Klein Kweker sal wees, omskep die Sentrale Raad sodanige kwota, ongeag die bepalings van paragraaf 4 (4), gelyktydig met sodanige oordrag in 'n Klein Kwekerregtigheid, met dien verstande dat—

(i) die oordragnemer oor geskikte registreerbare grond ooreenkomstig die bepalings van hierdie Bylae beskik om hom in staat te stel om riet te produseer ter vervulling van die Klein Kwekerregtigheid wat aan hom toegeken staan te word; en

(ii) die oordragnemer en die oordragnemer die Sentrale Raad tevrede stel dat sodanige oordrag nie spekulasie in of smousery met kwotas uitmaak nie, of 'n skema of plan is wat aanvaar word met die doel om 'n onbehoorlike voordeel onder die Poelstelsel te bekom nie:

Met dien verstande voorts dat geen omskepping wat tot gevolg het dat die A-poel-sukroseproduksie van sodanige kwota wesenlik vermeerder of verminder word, toegelaat word nie.

(b) Indien die oordragnemer 'n A-poel-kwotahouer bly, word sy geregistreerde grond met 'n oppervlakte eweredig aan die kwota wat ingevolge subparagraaf (3) (a) omskep is, verminder.

(c) By 'n omskepping in subparagraaf (3) (a) beoog, word die oppervlakte grond wat by die omskepping van 'n A-poel-kwota in 'n Klein Kwekerregtigheid aan die oordragnemer toegeken staan te word ooreenkomstig die volgende formule bereken:

$$A = \frac{Q}{X\% \times Y}$$

In welke formule—

(i) “A” die oppervlakte grond verteenwoordig wat by die omskepping van 'n A-poel-kwota in 'n Klein Kwekerregtigheid aan die oordragnemer toegeken staan te word;

(ii) “Q” die A-poel-kwota verteenwoordig wat oorgedra staan te word;

(iii) “X%” die rekenkundige gemiddelde verteenwoordig van die persentasie totale A-poellewerings tot totale lewerings in die voorafgaande drie jaar deur A-poel-kwekers aan die meul waaraan die kwota verbonde is; en

(iv) “Y” die opbrengs verteenwoordig, uitgedruk in tonnemaat sukrose per hektaar deur die Sentrale Raad bepaal as synde eweredig aan die produksiekapasiteit van die geregistreerde grond van die oordragnemer.

(d) (i) Waar die oordragnemer 'n bestaande Klein Kweker is en die goedkeuring van die oordrag na die Sentrale Raad se oordeel tot gevolg sal hê dat die totaal van die oordragnemer se sukroselewerings gemiddeld 'n hoeveelheid gelykstaande met 150 ton sukrose per jaar sal oorskry, moet die Sentrale Raad tegelyktyd met sodanige oordrag die oordragnemer se bestaande Klein Kwekerregtigheid in basiese kwota ooreenkomstig die bepalings van paragraaf 4 (5) en 4 (6) omskep en die kwota wat oorgedra word, word in die naam van die oordragnemer *mutatis mutandis* ooreenkomstig en onderworpe aan die bepalings van paragraaf 31 geregistreer.

(ii) Where the transferee is an existing Small Grower and the approval of the transfer will not, in the opinion of the Central Board, result in the aggregate of the transferee's deliveries of sucrose exceeding on average an amount equivalent to 150 tons of sucrose per year, the quota being transferred shall be converted to a Small Grower Entitlement in accordance with and subject to the provisions of subparagraph (3) (a)."

(ii) Waar die oordragnemer 'n bestaande Klein Kweker is en die goedkeuring van die oordrag na die Sentrale Raad se oordeel nie tot gevolg sal hê dat die oordragnemer se totale suikroseleweringe gemiddeld 'n hoeveelheid gelykstaande met 150 ton suikrose per jaar sal oorskry nie, word die kwota wat oorgedra word in 'n Klein Kwekergeregtigdheid ooreenkomstig en onderworpe aan die bepalings van subparagraaf (3) (a) omskep."

DEPARTMENT OF TRANSPORT

No. R. 327

3 March 1989

CORRECTION NOTICE

In Government Notice R. 99 of 27 January 1989 substitute the time of "08h00" in the Afrikaans text of the Schedule 3 (1) (a) with "09h00".

DEPARTEMENT VAN VERVOER

No. R. 327

3 Maart 1989

REGSTELLINGSKENNISGEWING

In Goewermentskennisgewing R. 99 van 27 Januarie 1989, vervang in die Afrikaanse teks van die Bylae 3 (1) (a) die tyd "08h00" deur "09h00".

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part	1 Out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 9 Part	1 1966 R3,00 2 1967 R3,00 3 & 4 1969 R6,00
Vol. 4 Part	1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 10 Part	1 1969 R3,00 2 1971 R3,00 3 1971 R3,00 4 1972 R3,00
Vol. 5	1950 R3,00	Vol. 11 No.	1 & 2 1973 R6,00 3 1974 R3,00 4 1975 R3,00
Vol. 6 Part	1 1951 R1,50 2 1954 R2,50 3 1956 R2,00 4 1957 R2,00	Vol. 12 No.	1 1976 R5,00 2 1977 R5,00 3 1978 R7,50 4 1979 R7,50
Vol. 7 Part	1 1958 R2,00 2 1960 R3,00 3 1961 R3,00 4 1962 R3,00	Vol. 13 No.	1 & 2 1980 R15,00 3 & 4 1981 R15,00
Vol. 8 Part	1 1962 R3,00 2 1964 R3,00 3 1965 R3,00 4 1965 R3,00	Vol. 14 No.	1 1982 R7,50 2 1983 R7,50 3 & 4 1983 R30,00
Supplement		Vol. 15 No.	1 & 2 1984 R15,00

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany all inland orders.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel	1 Uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 9 Deel	1 1966 R3,00 2 1967 R3,00 3 & 4 1969 R6,00
Vol. 4 Deel	1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 10 Deel	1 1969 R3,00 2 1971 R3,00 3 1971 R3,00 4 1972 R3,00
Vol. 5	1950 R3,00	Vol. 11 No.	1 & 2 1973 R6,00 3 1974 R3,00 4 1975 R3,00
Vol. 6 Deel	1 1951 R1,50 2 1954 R2,50 3 1956 R2,00 4 1957 R2,00	Vol. 12 No.	1 1976 R5,00 2 1977 R5,00 3 1978 R7,50 4 1979 R7,50
Vol. 7 Deel	1 1958 R2,00 2 1960 R3,00 3 1961 R3,00 4 1962 R3,00	Vol. 13 No.	1 & 2 1980 R15,00 3 & 4 1981 R15,00
Vol. 8 Deel	1 1962 R3,00 2 1964 R3,00 3 1965 R3,00 4 1965 R3,00	Vpl. 14 No.	1 1982 R7,50 2 1983 R7,50 3 & 4 1983 R30,00
Byvoegsel		Vol. 15 No.	1 & 2 1984 R15,00

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

GOVERNMENT GAZETTE INDEX: REPUBLIC OF SOUTH AFRICA

The **Government Gazette Index: Republic of South Africa** provides quick and easy access to notices in the *Government Gazettes*. By means of direct subject indexing the retrieval of information on any subject is facilitated. Subjects are arranged alphabetically and subdivisions within each subject range from the general to the specific. Thus the user may either be directed to an individual notice or obtain an overview of existing legislation on a particular subject.

The Index is an especially valuable aid to the legal profession, local authorities, libraries, and commercial and industrial institutions.

It is published in three quarterly paperback issues and a hard cover annual cumulation. The subscription price is R96 p.a. (plus GST, postage and handling charges). Microfiche editions are available at the same price. A hard cover, two-volume **Cumulated Government Gazette Index (1979-1985)** is also obtainable at R150 (plus GST, postage and handling charges). Orders should be placed with:

Publications Division
The State Library
P.O. Box 397
Pretoria, 0001

Contact person:
Mrs C. M. Henning
Tel. (012) 386-1661

The State Library also produces Government Gazette Indexes for the TBVC countries. These are published annually and are available from the above address at the following prices:

Transkei:	R67,00	} (plus GST, postage and handling charges)
Bophuthatswana:	R82,00	
Venda:	R71,00	
Ciskei:	R36,00	

GOVERNMENT GAZETTE INDEX: REPUBLIC OF SOUTH AFRICA

Die **Government Gazette Index: Republic of South Africa** sorg vir die vinnige en maklike opsporing van kennisgewings in die *Staatskoerante*. Die ontsluiting van inligting oor enige onderwerp word vergemaklik deur middel van direkte onderwerpindeksering. Onderwerpe is alfabeties gerangskik en onderverdelings van elke onderwerp wissel van algemeen tot spesifiek. Die gebruiker word dus óf na 'n individuele kennisgewing verwys óf hy kan 'n oorsig van bestaande wetgewing oor 'n spesifieke onderwerp bekom.

Die Indeks is 'n besonder waardevolle hulpmiddel vir die regsberoep, plaaslike besture, biblioteke en kommersiële en industriële instellings.

Dit word uitgegee in drie sagteband kwartaalbande en 'n jaarlikse kumulasie in hardeband. Die subskripsieprys is R96 per jaar (plus AVB, posgeld en hanteringskoste). Microfiche-uitgawes is teen dieselfde prys beskikbaar. 'n **Cumulated Government Gazette Index (1979-1985)** bestaande uit twee volumes in hardeband, is ook beskikbaar teen R150 (plus AVB, posgeld en hanteringskoste). Bestellings moet geplaas word by:

Publikasie-afdeling
Die Staatsbiblioteek
Posbus 397
Pretoria, 0001

Kontakpersoon:
Mev. C. M. Henning
Tel. (012) 386-1661

Die Staatsbiblioteek stel ook Staatskoerantindekse saam vir die TBVC-lande. Dit word jaarliks uitgegee en is by bogenoemde adres teen die volgende pryse beskikbaar:

Transkei:	R67,00	} (plus AVB, posgeld en hanteringskoste)
Bophuthatswana:	R82,00	
Venda:	R71,00	
Ciskei:	R36,00	

Om addisionele publikasiekoste te voorkom word al die Indekse slegs in Engels gepubliseer.

CONTENTS

No.		Page No.	Gazette No.
PROCLAMATION			
R. 10	National States Constitution Act (21/1971): Amendment of Schedule 1 of the KwaZulu Constitution Proclamation, 1972 (Proclama- tion R. 70 of 1972).....	1	11719
GOVERNMENT NOTICES			
Administration: House of Assembly			
<i>Government Notice</i>			
R. 339	National Education Policy Act (39/1967): Amendment of the regulations in respect of the Teachers' Federal Council.....	2	11719
Education and Training, Department of			
<i>Government Notice</i>			
R. 331	Education and Training Act (90/1979): Amendment of the Regulations regarding Councils and Committees for Public Schools, 1982	3	11719
Manpower, Department of			
<i>Government Notices</i>			
R. 329	Wage Act (5/1957): Wage Determination 457: Hotel Trade, Certain Areas	4	11719
R. 351	Manpower Training Act (56/1981): Training Scheme for the Electrical Contracting Indus- try	27	11719
R. 352	Labour Relations Act (28/1956): Tyre and Rubber Manufacturing Industry, Eastern Province: Renewal of Agreement.....	36	11719
R. 353	do.: do.: Amendment of Agreement.....	36	11719
R. 364	Labour Relations Act (28/1956): Building Society Undertaking: Extension of Agreement	40	11719
R. 375	Labour Relations Act (28/1956): Iron, Steel, Engineering and Metallurgical Industry: Amendment of Sick Pay Fund Agreement....	40	11719
R. 376	do.: do.: Amendment of Metal Industries Medical Aid Fund Agreement.....	43	11719
R. 377	do.: do.: Amendment of Engineering and Allied Industries Employees Medical Aid Fund Agreement	45	11719
Trade and Industry, Department of			
<i>Government Notice</i>			
R. 374	Sugar Act (9/1978): Amendment of the Sugar Industry Agreement, 1979	48	11719
Transport, Department of			
<i>Government Notice</i>			
R. 327	Correction notice.....	50	11719

INHOUD

No.		Bladsy No.	Staats- koerant No.
PROKLAMASIE			
R. 10	Grondwet van die Nasionale State (21/1971): Wysiging van Bylae 1 by die Proklamasie op die KwaZulu-konstitusie, 1972 (Proklamasie R. 70 van 1972)	1	11719
GOEWERMENSKENNISGEWINGS			
Administrasie: Volksraad			
<i>Goewermenskennisgewing</i>			
R. 339	Wet op die Nasionale Onderwysbeleid (39/1967): Wysiging van die regulasies met betrekking tot die Federale Onderwysraad ...	2	11719
Handel en Nywerheid, Departement van			
<i>Goewermenskennisgewing</i>			
R. 374	Suikerwet (9/1978): Wysiging van die Sui- kernywerheidsooreenkoms, 1979	48	11719
Mannekrag, Departement van			
<i>Goewermenskennisgewings</i>			
R. 329	Loonwet (5/1957): Loonvasstelling 457: Hotelbedryf, Sekere Gebiede.....	4	11719
R. 351	Wet op Mannekragopleiding (56/1981): Opleidingskema vir die Elektrotegniese Aan- nemingsnywerheid.....	27	11719
R. 352	Wet op Arbeidsverhoudinge (28/1956): Buiteband- en Rubbernnywerheid, Oostelike Provinsie: Hernuwing van Ooreenkoms	36	11719
R. 353	do.: do.: Wysiging van Ooreenkoms	36	11719
R. 364	Wet op Arbeidsverhoudinge (28/1956): Bou- verenigingonderneming: Verlenging van Ooreenkoms	40	11719
R. 375	Wet op Arbeidsverhoudinge (28/1956): Ys- ter-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Wysiging van Siektebystands- fondsooreenkoms	40	11719
R. 376	do.: do.: Wysiging van Mediese Hulpfonds- ooreenkoms vir die Metaalnywerhede	40	11719
R. 377	do.: do.: Wysiging van Mediese Hulpfonds- ooreenkoms vir werknemers in die Inge- nieurs- en Aanverwante Nywerhede.....	45	11719
Onderwys en Opleiding, Departement van			
<i>Goewermenskennisgewing</i>			
R. 331	Wet op Onderwys en Opleiding (90/1979): Wysiging van die Regulasies betreffende Rade en Komitees vir Openbare Skole, 1982	3	11719
Vervoer, Departement van			
<i>Goewermenskennisgewing</i>			
R. 327	Regstellingskennisgewing	50	11719