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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN FINANSIES

No. R. 2406

10 November 1989

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/4/73)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 10 Mei 1989, in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

GOVERNMENT NOTICES

DEPARTMENT OF FINANCE

No. R. 2406

10 November 1989

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/4/73)

Under section 48 of the Customs and Excise Act, 1964, Part 4 of Schedule 1 to the said Act is hereby amended, with retrospective effect to 10 May 1979, to the extent set out in the Schedule hereto.

G. MARAIS,

Deputy Minister of Finance.

BYLAE

I Bobelastingitem	II		III Skaal van Bobelasting	Annotasies
	Tariefpos	Bobelastingkode		
161.00		"02.00	15% "	
Deur bobelastingkode 02.00 by tariefpos No. 03.00 deur die volgende te vervang: Goedere van subposte Nos. 0301.9, 0302.19, 0302.2, 0302.3, 0302.50, 0302.6 (uitgesonderd subposte Nos. 0302.69.50 en 0302.69.70), 0303.29, 0303.3, 0303.4, 0303.60, 0303.7 (uitgesonderd subposte Nos. 0303.71, 0303.74, 0303.78 en 0303.79.40), 0304.10, 0304.20, 0304.90, 0305.10, 0305.20, 0305.30, 0305.49, 0305.5, 0305.62, 0305.63 en 0305.69				

Opmerking. — Die uitwerking van hierdie wysiging is dat bevrore sardyne en soortgelyke vis vrygestel word van betaling van bobelasting met terugwerkende krag tot 10 Mei 1989.

SCHEDULE

I Surcharge Item	II		III Rate of Surcharge	Annotations
	Tariff Heading	Surcharge Code		
161.00		"02.00	15% "	
By the substitution for surcharge code 02.00 to tariff heading No. 03.00 of the following: Goods of subheadings Nos. 0301.9, 0302.19, 0302.2, 0302.3, 0302.50, 0302.6 (excluding subheadings Nos. 0302.69.50 and 0302.69.70), 0303.29, 0303.3, 0303.4, 0303.60, 0303.7 (excluding subheadings Nos. 0303.71, 0303.74, 0303.78 and 0303.79.40), 0304.10, 0304.20, 0304.90, 0305.10, 0305.20, 0305.30, 0305.49, 0305.5, 0305.62, 0305.63 and 0305.69				

Note. — The effect of this amendment is that frozen pilchards and similar species of fish are exempted from payment of surcharge with retrospective effect to 10 May 1989.

No. R. 2407

10 November 1989

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/39)

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

G. MARAIS,

Adjunk-minister van Finansies.

No. R. 2407

10 November 1989

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/39)

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

G. MARAIS,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Anno- taties
	Tariefpos	Korting- kode	T. S.	Beskrywing		
460.16				Deur tariefpos No. 85.28 te skrap.		

Opmerking.—Die voorsiening vir 'n korting op reg op monitors word geskrap.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
460.16				By the deletion of tariff heading No. 85.28.		

Note.—The provision for a rebate of duty on monitors is withdrawn.

DEPARTEMENT VAN HANDEL
EN NYWERHEID

No. R. 2409

10 November 1989

WET OP HOTELLE, 1965 (WET No. 70 VAN 1965)

Die Minister van Handel en Nywerheid en Toerisme het Goewermentskennisgewing No. R. 1509 van 28 Julie 1989, uitgevaardig kragtens artikel 34 van die Wet op Hotelle, 1965 (Wet No. 70 van 1965), gewysig soos in die Bylae uiteengesit.

BYLAE

1. Subregulasie (1) van regulasie 22 word hierby gewysig deur dit met die volgende subregulasie te vervang:

“22. (1) Die persoon wat die besigheid van 'n hotel dryf waar sodanige hotel gegradeer is ingevolge artikel 16 van die Wet, moet die bedrae in die vorm van heffings teen ondergemelde skaal aan die Raad betaal, bereken op die getal hefbare kamers wat ingevolge subregulasie (3) ten opsigte van sodanige hotel vasgestel is:

Gradering van hotel

Heffing per hefbare
kamer per nag

Een-ster	9 sent
Twee-ster	16 sent
Drie-ster	25 sent
Vier-ster	32 sent
Vyf-ster	41 sent”.

2. Hierdie kennisgewing tree in werking op 1 Januarie 1990.

DEPARTMENT OF TRADE
AND INDUSTRY

No. R. 2409

10 November 1989

HOTELS ACT, 1965 (ACT No. 70 OF 1965)

The Minister of Trade and Industry and Tourism has amended Government Notice No. R. 1509 of 28 July 1989, promulgated in terms of section 34 of the Hotels Act, 1965 (Act No. 70 of 1965), as set out in the Schedule.

SCHEDULE

1. Subregulation (1) of regulation 22 is hereby amended by the substitution thereof of the following subregulation:

“22. (1) The person who conducts the business of a hotel where such hotel has been graded in terms of section 16 of the Act, shall pay to the Board amounts by way of levies at the undermentioned rates calculated on the number of leviable rooms that have been determined in terms of subregulation (3) for such hotel:

Grading of hotel

Levy per leviable
room per night

One-star	9 cents
Two-star	16 cents
Three-star	25 cents
Four-star	32 cents
Five-star	41 cents”.

2. This notice shall come into operation on 1 January 1990.

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 2412

10 November 1989

WET OP DIE AGENTS-KAPSVERKOPING VAN
LANDBOUPRODUKTE, 1975 (WET No. 12 VAN
1975)

REGULASIES. — WYSIGING

Die Minister van Landbou het kragtens artikel 63 van die Wet op die Agentskapsverkoop van Landbouprodukte, 1975 (Wet No. 12 van 1975), die regulasie in die Bylae uitgevaardig.

BYLAE

Die regulasies gepubliseer by Goewermenskennisgewing No. R. 426 van 19 Maart 1976, soos gewysig by Goewermenskennisgewings Nos. R. 20 van 14 Januarie 1977, R. 2140 van 21 Oktober 1977, R. 328 van 24 Februarie 1978, R. 756 van 14 April 1978, R. 2004 van 6 Oktober 1978, R. 2343 van 24 November 1978, R. 950 van 14 Mei 1982, R. 418 van 7 Maart 1986, R. 605 van 4 April 1986 en R. 535 van 23 Maart 1989, word hierby verder gewysig deur regulasie 27 daarvan deur die volgende regulasie te vervang:

“Slegs sekere betalings uit trustrekening toelaatbaar

27. Geen kommissie-agent mag enige betalings of onttrekkings uit sy trustrekening anders as dié waarvoor in die Wet voorsien word, maak nie.”

No. R. 2413

10 November 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

REGULASIES MET BETREKKING TOT DIE
GRADERING, VERPAKKING EN MERK VAN
DRUIWE BESTEM VIR VERKOOP IN SEKERE
GEBIEDE VAN DIE REPUBLIEK VAN SUID-
AFRIKA. — WYSIGING

Die Minister van Landbou het kragtens artikel 89 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), die regulasie in die Bylae uitgevaardig.

BYLAE

Die regulasies gepubliseer by Goewermenskennisgewing No. R. 2176 van 3 November 1978, soos gewysig by Goewermenskennisgewings Nos. R. 621 van 28 Maart 1980, R. 999 van 13 Mei 1983, R. 602 van 30 Maart 1984, R. 100 van 18 Januarie 1985, R. 40 van 10 Januarie 1986, R. 2507 van 13 November 1987 en R. 418 van 10 Maart 1989, word hierby verder gewysig deur in subregulasie (2) van regulasie 5 die syfers “400”, “400” en “550” waar dit in paragraaf (n) van die tabel teenoor die uitdrukkings “Pirobella”, “Pearl of Csaba” en “Sultana Seedless” voorkom, onderskeidelik deur die syfers “440”, “440” en “500” te vervang.

No. R. 2440

10 November 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SIGOREISKEMA. — HEFFING EN SPESIALE
HEFFING

Ek, Jacob de Villiers, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

(a) die Sigoreiraad bedoel in artikel 6 van die Sigoreiskema gepubliseer by Proklamasie No. R. 155 van 1978, soos gewysig, kragtens artikels 20 en 21 van genoemde Skema die heffing en spesiale heffing in die Bylae uiteengesit, opgelê het;

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2412

10 November 1989

AGRICULTURAL PRODUCE AGENCY SALES
ACT, 1975 (ACT No. 12 OF 1975)

REGULATIONS. — AMENDMENT

The Minister of Agriculture has under section 63 of the Agricultural Produce Agency Sales Act, 1975 (Act No. 12 of 1975), made the regulation in the Schedule.

SCHEDULE

The regulations published by Government Notice No. R. 426 of 19 March 1976, as amended by Government Notices Nos. R. 20 of 14 January 1977, R. 2140 of 21 October 1977, R. 328 of 24 February 1978, R. 756 of 14 April 1978, R. 2004 of 6 October 1978, R. 2343 of 24 November 1978, R. 950 of 14 May 1982, R. 418 of 7 March 1986, R. 605 of 4 April 1986 and R. 535 of 23 March 1989, is hereby further amended by the substitution for regulation 27 thereof of the following regulation:

“Only certain payments permitted from trust account

27. No commission agent shall make any payments or withdrawals from his trust account other than those provided for in the Act.”

No. R. 2413

10 November 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

REGULATIONS RELATING TO THE GRADING,
PACKING AND MARKING OF GRAPES IN-
TENDED FOR SALE IN CERTAIN AREAS OF
THE REPUBLIC OF SOUTH AFRICA. — AMEND-
MENT

The Minister of Agriculture has under section 89 of the Marketing Act, 1968 (Act No. 59 of 1968), made the regulation in the Schedule.

SCHEDULE

The regulations published by Government Notice No. R. 2176 of 3 November 1978, as amended by Government Notices Nos. R. 621 of 28 March 1980, R. 999 of 13 May 1983, R. 602 of 30 March 1984, R. 100 of 18 January 1985, R. 40 of 10 January 1986, R. 2507 of 13 November 1987, and R. 418 of 10 March 1989, is hereby further amended by the substitution in subregulation (2) of regulation 5 for the figures “400”, “400” and “550” where it occurs in paragraph (n) of the table opposite the expressions “Pirobella”, “Pearl of Csaba” and “Sultana Seedless”, of the figures “440”, “440” and “500” respectively.

No. R. 2440

10 November 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

CHICORY SCHEME. — LEVY AND SPECIAL
LEVY

I, Jacob de Villiers, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Chicory Board referred to in section 6 of the Chicory Scheme published by Proclamation No. R. 155 of 1978, as amended, has under sections 20 and 21 of the said Scheme imposed the levy and special levy set out in the Schedule;

(b) genoemde heffing en spesiale heffing deur my goedgekeur is en op die datum van publikasie hier- van in werking tree; en

(c) Goewermentskennisgewing No. R. 2178 van 28 Oktober 1988 met ingang van genoemde datum van inwerkingtreding herroep word.

J. DE VILLIERS,
Minister van Landbou.

BYLAE

Woordomskrywing

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Sigoreiskema gepubliseer by Proklamasie No. R. 155 van 1978, soos gewysig.

Oplegging van heffing en spesiale heffing

2. 'n Heffing en 'n spesiale heffing word hierby op- gelê op sigorei wat—

(a) ingevolge die regulasies kragtens artikel 89 van die Wet uitgevaardig, as Eerstegraad of Tweede- graad gegradeer is; en

(b) deur die Raad ten behoeve van produsente daarvan verkoop word.

Bedrag van heffing en spesiale heffing

3. Die bedrag van die heffing en die spesiale heffing in klousule 2 bedoel, is onderskeidelik R66 en R37 per 1 000 kg sigorei.

No. R. 2441

10 November 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SAGTEVRUGTESKEMA.—WYSIGING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, handelende kragtens artikel 14, soos toege- pas by artikel 15 (3), van die Bemarkingswet, 1968 (Wet No. 59 van 1968)—

(a) publiseer hierby die wysiging in die Bylae uit- eengesit, van die Sagtevrugteskema gepubliseer by Proklamasie No. R. 220 van 1979, soos gewysig; en

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

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

BYLAE

Die Sagtevrugteskema gepubliseer by Proklamasie No. R. 220 van 1979, soos gewysig by Proklamasies Nos. R. 292 van 1979, R. 81 van 1980, R. 217 van 1980, R. 251 van 1980, R. 50 van 1981, R. 63 van 1982, R. 10 van 1983, R. 92 van 1983, R. 23 van 1984 en R. 127 van 1984 en Goewermentskennisgewings Nos. R. 623 van 22 Maart 1985, R. 2753 van 13 Desember 1985, R. 1445 van 3 Julie 1978 (soos verbeter by Goewermentskennis- gewing No. R. 1662 van 31 Julie 1987), R. 1717 van 26 Augustus 1988 en R. 2510 van 9 Desember 1988, word hierby verder gewysig deur paragraaf (c) van artikel 46 deur die volgende paragraaf te vervang:

"(c) waar die Raad dit billik ag om dit te doen, van 'n produsent wat aan die Raad 'n hoeveelheid sagte- vrugte gelever het—

(i) wat verskil van die hoeveelheid waarvan die betrokke produsent aldus kennis gegee het; of

(ii) ten opsigte waarvan daardie produsent ver- suim het om aldus kennis te gee,

(b) the said levy and special levy have been approved by me and shall come into operation on the date of publication hereof; and

(c) Government Notice No. R. 2178 of 28 October 1988 is repealed with effect from the said date of commencement.

J. DE VILLIERS,
Minister of Agriculture.

SCHEDULE

Definitions

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and "the Scheme" means the Chicory Scheme published by Proclamation No. R. 155 of 1978, as amended.

Imposition of levy and special levy

2. A levy and a special levy are hereby imposed on chicory which—

(a) is graded as First Grade or Second Grade in terms of the regulations made under section 89 of the Act; and

(b) is sold by the Board on behalf of producers thereof.

Amount of levy and special levy

3. The amount of the levy and special levy referred to in clause 2 shall respectively be R66 and R37 per 1 000 kg of chicory.

No. R. 2441

10 November 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

DECIDUOUS FRUIT SCHEME.—AMENDMENT

I, Jacob Johannes Greyling Wentzel, Minister of Ag- riculture, acting under section 14, as applied by section 15 (3), of the Marketing Act, 1968 (Act No. 59 of 1968), hereby—

(a) publish the amendment set out in the Schedule, of the Deciduous Fruit Scheme published by Procla- mation No. R. 220 of 1979, as amended; and

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

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

SCHEDULE

The Deciduous Fruit Scheme published by Proclama- tion No. R. 220 of 1979, as amended by Proclamations Nos. R. 292 of 1979, R. 81 of 1980, R. 217 of 1980, R. 251 of 1980, R. 50 of 1981, R. 63 of 1982, R. 10 of 1983, R. 92 of 1983, R. 23 of 1984 and R. 127 of 1984 and Government Notices Nos. R. 623 of 22 March 1985, R. 2753 of 13 December 1985, R. 1445 of 3 July 1978 (as corrected by Government Notice No. R. 1662 of 31 July 1987), R. 1717 of 26 August 1988 and R. 2510 of 9 December 1988, is hereby further amended by the substitution for paragraph (c) of section 46 of the fol- lowing paragraph:

"(c) where the Board considers it equitable to do so, recover for the benefit of the pool concerned, from a producer who has delivered to the Board a quantity of deciduous fruit—

(i) which differs from the quantity of which such producer so gave notice; or

(ii) in respect of which such producer so failed to give notice,

'n bedrag ten bate van die betrokke poel verhaal wat, volgens skatting deur die Raad gemaak, ongeveer gelyk staan met die bedrag van die verlies wat die poel gelyk of, as dit nie vir die optrede van die Raad was nie, kon gelyk het, as gevolg van sodanige verskil in hoeveelheid of sodanige versuim om kennis te gee: Met dien verstande dat die bedrag wat per hoeveelheid sagtevrugte verhaal word nie R150 per kubieke meter mag oorskry nie."

No. R. 2442

10 November 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

DROËVRUGTESKEMA.—BEPERKINGE BETREFFENDE DIE VERKOOP VAN SEKERE DROËVRUGTE—WYSIGING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemakingswet, 1968 (Wet No. 59 van 1968), bekend dat—

(a) die Droëvrugteraad bedoel in artikel 6 van die Droëvrugteskema gepubliseer by Goewermentskennisgewing No. R. 1065 van 10 Junie 1988, soos gewysig, kragtens artikel 42 van genoemde Skema die Bylae by Goewermentskennisgewing No. R. 2346 van 18 November 1988 gewysig het in die mate in die Bylae hierby uiteengesit; en

(b) genoemde wysiging deur my goedgekeur is en op die datum van publikasie hiervan in werking tree.

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

BYLAE

Goewermentskennisgewing No. R. 2346 van 18 November 1988 word hierby gewysig deur die volgende subklousule by klousule 2 van die Bylae daarby by te voeg terwyl die bestaande klousule subklousule (1) word:

"(2) Geen produsent van droëvrugte mag enige droëvrugte vir verkoop uit die Republiek uitvoer nie behalwe deur bemiddeling van die Raad."

No. R. 2443

10 November 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

BEHEER OOR DIE INVOER EN UITVOER VAN DROËVRUGTE

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, handelende kragtens artikel 87 van die Bemakingswet, 1968 (Wet No. 59 van 1968)—

(a) vaardig hierby die verbod en bepalings in die Bylae uiteengesit, uit; en

(b) herroep hierby Goewermentskennisgewing No. R. 1476 van 11 Julie 1986.

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

BYLAE

Woordomskrywing

1. In hierdie bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Droëvrugteskema gepubliseer by Goewermentskennisgewing No. R. 1065 van 10 Junie 1988, soos gewysig.

an amount assessed by the Board, as being approximately equal to the amount of any loss which the pool suffered or, but for the action by the Board, could have suffered, in consequence of such difference in quantity or such failure to give notice: Provided that the amount recovered per quantity of deciduous fruit shall not exceed R150 per cubic metre."

No. R. 2442

10 November 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

DRIED FRUIT SCHEME.—RESTRICTION ON THE SALE OF CERTAIN DRIED FRUIT—AMENDMENT

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Dried Fruit Board referred to in section 6 of the Dried Fruit Scheme published by Government Notice No. R. 1065 of 10 June 1988, as amended, has under section 42 of the said Scheme amended the Schedule to Government Notice No. R. 2346 of 18 November 1988 to the extent set out in the Schedule hereto; and

(b) the said amendment has been approved by me and shall come into operation on the date of publication hereof.

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

SCHEDULE

Government Notice No. R. 2346 of 18 November 1988 is hereby amended by the addition of the following subclause to clause 2 of the Schedule thereto, the existing clause becoming subclause (1):

"(2) No producer of dried fruit shall export from the Republic for sale any dried fruit except through the Board."

No. R. 2443

10 November 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

CONTROL OF THE IMPORTATION AND EXPORTATION OF DRIED FRUIT

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, acting under section 87 of the Marketing Act, 1968 (Act No. 59 of 1968), hereby—

(a) issue the prohibition and provisions set out in the Schedule; and

(b) repeal Government Notice No. R. 1476 of 11 July 1986.

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

SCHEDULE

Definition

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and "the Scheme" means the Dried Fruit Scheme published by Proclamation No. R. 1065 of 10 June 1988, as amended.

Invoer van droëvrugte

2. Behoudens die bepalinge van klousule 4, mag niemand enige pruimedante, korente, pitlose rosyne of rosyne in die Republiek invoer nie, behalwe op gesag van 'n permit uitgereik deur die Direkteur-generaal: Landbou-ekonomie en -bemarking, op die voorwaardes wat genoemde Direkteur-generaal bepaal en in die permit uiteengesit.

Uitvoer van droëvrugte

3. Die Raad het die alleenreg om droëvrugte uit die Republiek uit te voer.

Vrystellings

4. Permitte in klousule 2 bedoel, word nie vereis nie vir, en die alleenreg in klousule 3 bedoel, is nie van toepassing nie op, 'n hoeveelheid droëvrugte—

(a) wat aan skepe in die hawens van die Republiek verskaf word vir gebruik op sodanige skepe as skeepsvoorrade: Met dien verstande dat 'n hoeveelheid wat vir dié doel in die Republiek ingevoer word, ten tye van die invoer daarvan by 'n klaringsplek wat kragtens artikel 6 (1) (a) van die Doeane- en Ak-synswet, 1964 (Wet No. 91 van 1964), voorgeskryf is, geklaar moet word vir opberging in 'n doeanepakhuys uitsluitlik vir die verskaffing daarvan aan skepe as skeepsvoorrade;

(b) waarvan die netto massa nie 2 kg oorskry nie;

(c) wat in die Republiek ingevoer word as deel van die huishoudelike of persoonlike besittings van iemand wat in die Republiek aankom of aangekom het vir tydelike of permanente verblyf daarin: Met dien verstande dat 'n hoeveelheid wat aldus ingevoer word, uitsluitlik deur so 'n persoon of sy huishouding gebruik moet word, en nie verkoop mag word nie; en

(d) wat uit die Republiek uitgevoer word as deel van die huishoudelike of persoonlike besittings van iemand wat die Republiek tydelik of permanent verlaat: Met dien verstande dat 'n hoeveelheid wat aldus uitgevoer word, uitsluitlik deur so 'n persoon of sy huishouding gebruik moet word, en nie verkoop mag word nie.

Aansoeke om permitte

5. (1) 'n Aansoek om 'n permit in klousule 2 bedoel, moet skriftelik gedoen word en aan die Direkteur-generaal: Landbou-ekonomie en -bemarking, Privaatsak X250, Pretoria, 0001, gestuur, of by die kantoor van genoemde Direkteur-generaal, Dirk Uysgebou, Hamiltonstraat, Pretoria, afgelewer word.

(2) So 'n aansoek moet die volgende besonderhede bevat:

(a) Die naam van die betrokke aansoeker.

(b) 'n Beskrywing van die soort en klas pruimedante, korente, pitlose rosyne of rosyne wat vir invoer beoog word, en 'n aanduiding van die massa daarvan.

(c) 'n Aanduiding van die land van herkoms daarvan.

(d) 'n Aanduiding van die plek van binnekoms daarvan.

Bepaling van invoer- en uitvoerhoeveelhede

6. (1) Die totale hoeveelheid droëvrugte wat gedurende 'n bepaalde tydperk uit hoofde van die bepalinge van klousules 2 en 3 in die Republiek ingevoer of daaruit uitgevoer mag word, mag nie die toepaslike hoeveelhede oorskry wat ten opsigte van so 'n tydperk deur die Minister na oorlegpleging met die Nasionale Bemarkingsraad en die Raad bepaal is nie.

Importation of dried fruit

2. Subject to the provisions of clause 4, no person shall import into the Republic any prunes, currants, seedless raisins or raisins except on the authority of a permit issued by the Director-General: Agricultural Economics and Marketing, on such conditions as the said Director-General may determine and set out in such permit.

Exportation of dried fruit

3. The Board shall have the sole right to export dried fruit from the Republic.

Exemptions

4. Permits referred to in clause 2 shall not be required for, and the sole right in clause 3 shall not apply to, a quantity of dried fruit—

(a) which is supplied to ships in the harbours of the Republic for use on such ship's stores: Provided that a quantity imported into the Republic for this purpose shall at the time of importation thereof at a place of entry prescribed under section 6 (1) (a) of the Customs and Excise Act, 1964 (Act No. 91 of 1964), be entered for warehousing in a bonded warehouse solely for the supply thereof to ships as ship's stores;

(b) of which the nett mass does not exceed 2 kg;

(c) which is imported into the Republic as part of the household or personal effects of a person who arrives or has arrived in the Republic for temporary or permanent residence therein: Provided that a quantity thus imported shall be used solely by such person or his household, and not be sold; and

(d) which is exported from the Republic as part of the household or personal effects of a person who temporarily or permanently leaves the Republic: Provided that a quantity thus exported shall be used solely by such person or his household, and not be sold.

Application for permits

5. (1) An application for a permit referred to in clause 2 shall be made in writing and be forwarded to the Director-general: Agricultural Economics and Marketing, Private Bag X250, Pretoria, 0001, or be delivered at the office of the said Director-General, Dirk Uys Building, Hamilton Street, Arcadia, Pretoria.

(2) Such application shall contain the following particulars:

(a) The name and address of the applicant concerned.

(b) A description of the kind and class of prunes, currants, seedless raisins or raisins intended for importation, and an indication of the mass thereof.

(c) An indication of the country of origin thereof.

(d) An indication of the port of entry thereof.

Determination of import and export quantities

6. (1) The total quantity of dried fruit which may be imported into or exported from the Republic during a particular period by virtue of the provisions of clauses 2 and 3 shall not exceed the applicable quantities determined in respect of such a period by the Minister after consultation with the National Marketing Council and the Board.

(2) Die Minister kan die grondslag van toekenning aan verskillende kragtens klousule 2 gemagtigde persone, van verskillende gedeeltes van die ingevolge subklousule (1) bepaalde hoeveelhede bepaal.

No. R. 2444

10 November 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

TABAKSKEMA. — WYSIGING

Ek, Jacob de Villiers, Minister van Landbou, handelende kragtens artikel 14 (1), soos toegepas by artikel 15 (3), van die Bemerkingswet, 1968 (Wet No. 59 van 1968)—

(a) publiseer hierby die wysiging in die Bylae uiteengesit, van die Tabakskema gepubliseer by Proklamasie No. R. 159 van 1971, soos gewysig; en

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

J. DE VILLIERS,

Minister van Landbou.

BYLAE

Die Tabakskema gepubliseer by Proklamasie No. R. 159 van 1971, soos gewysig by Proklamasies Nos. R. 146 van 1972, R. 138 van 1978, R. 216 van 1978 en R. 151 van 1980 en Goewermentskennisgewings Nos. R. 2689 van 6 Desember 1985, R. 357 van 20 Februarie 1987 en R. 1505 van 10 Julie 1987, word hierby verder gewysig deur artikel 32 daarvan deur die volgende artikel te vervang:

"Aanstelling van agente"

32. Die Raad kan, op die voorwaardes deur hom bepaal, die agent of agente aanstel wat hy nodig ag vir die behoorlike verrigting van dié van sy werksaamhede wat hy met die goedkeuring van die Minister bepaal."

No. R. 2445

10 November 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

AARTAPPELSKEMA. — AANTEKENINGE EN OPGAWES

Ek, Jacob de Villiers, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemerkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

(a) die Aartappelraad bedoel in artikel 6 van die Aartappelskema gepubliseer by Goewermentskennisgewing No. R. 2400 van 25 November 1988, soos gewysig, kragtens artikel 37 van genoemde Skema die lasgewings en voorskrifte in die Bylae uiteengesit, uitgereik het;

(b) genoemde lasgewings en voorskrifte deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en

(c) Goewermentskennisgewings Nos. R. 1374 van 13 Augustus 1971, R. 1489 van 25 Augustus 1972, R. 2248 van 30 November 1973, R. 1306 van 30 Julie 1976, R. 1098 van 25 Mei 1979 en R. 2040 van 24 September 1982 met ingang van genoemde datum van inwerkingtreding herroep word.

J. DE VILLIERS,

Minister van Landbou.

(2) The Minister may determine the basis of allocation of different portions of the quantities determined in terms of subclause (1), to different persons authorised under clause 2.

No. R. 2444

10 November 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

TOBACCO SCHEME. — AMENDMENT

I, Jacob de Villiers, Minister of Agriculture, acting under section 14 (1), as applied by section 15 (3), of the Marketing Act, 1968 (Act No. 59 of 1968), hereby—

(a) publish the amendment set out in the Schedule, of the Tobacco Scheme published by Proclamation No. R. 159 of 1971, as amended; and

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

J. DE VILLIERS,

Minister of Agriculture.

SCHEDULE

The Tobacco Scheme published by Proclamation No. R. 159 of 1971, as amended by Proclamations Nos. R. 146 of 1972, R. 138 of 1978, R. 216 of 1978 and R. 151 of 1980 and Government Notices Nos. R. 2689 of 6 December 1985, R. 357 of 20 February 1987 and R. 1505 of 10 July 1987, is hereby further amended by the substitution for section 32 thereof of the following section:

"Appointment of agents"

32. The Board may on the conditions determined by it, appoint such agent or agents as it may consider necessary for the proper performance of such of its functions as it may determine with the approval of the Minister."

No. R. 2445

10 November 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

POTATO SCHEME. — RECORDS AND RETURNS

I, Jacob de Villiers, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Potato Board referred to in section 6 of the Potato Scheme published by Government Notice No. R. 2400 of 25 November 1988, as amended, has under section 37 of the said Scheme issued the directions and requirements set out in the Schedule;

(b) the said directions and requirements have been approved by me and shall come into operation on the date of publication hereof; and

(c) Government Notices Nos. R. 1374 of 13 August 1971, R. 1489 of 25 August 1972, R. 2248 of 30 November 1973, R. 1306 of 30 July 1976, R. 1098 of 25 May 1979 and R. 2040 of 24 September 1982 are repealed with effect from the said date of commencement.

J. DE VILLIERS,

Minister of Agriculture.

BYLAE**Woordomskrywing**

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Aartappelskema gepubliseer by Goewermenskennisgewing No. R. 2400 van 25 November 1988, soos gewysig.

Aantekeninge en opgawes deur produsente van aartappels

2. (1) Elke produsent van aartappels moet aantekeninge hou ten opsigte van—

(a) die tafelaartappels wat—

(i) deur hom versend of gelewer is vir verkoop in die beheerde gebied deur bemiddeling van kommissie-agente of makelaars anders as op 'n munisipale varsproduktemark;

(ii) deur hom verkoop is aan persone wat in die beheerde gebied met tafelaartappels as 'n besigheid handel;

(iii) wat deur hom in die beheerde gebied verkoop is aan ander persone as dié in subparagraaf (ii) bedoel; en

(iv) deur of ten behoeve van hom in die beheerde gebied verwerk is; en

(b) die aartappelmoere wat—

(i) deur hom versend of gelewer is vir verkoop deur bemiddeling van landboukoöperasies, spesiale boerekoöperasies, kommissie-agente of makelaars; en

(ii) andersins deur hom verkoop is.

(2) Sodanige aantekeninge moet—

(a) op die wyse in klousule 5 uiteengesit, gehou word; en

(b) uit die volgende besonderhede ten opsigte van elke besending aartappels bestaan:

(i) Die datum waarop daardie besending versend, gelewer, verkoop of verwerk is.

(ii) Die naam en adres van die persoon aan wie daardie besending versend, gelewer of verkoop of deur wie dit verwerk is: Met dien verstande dat sodanige besonderhede nie vereis word nie in die geval van tafelaartappels wat verkoop is soos in subklousule (1) (a) (iii) beoog.

(iii) Die getal 15 kg eenhede waaruit daardie besending bestaan.

(3) 'n Produsent moet afsonderlike aantekeninge ten opsigte van tafelaartappels en aartappelmoere hou.

(4) Elke produsent van aartappels moet maandeliks 'n opgawe op die wyse in klousule 6 uiteengesit, aan die Raad verstrek betreffende—

(a) die tafelaartappels wat deur hom versend, gelewer, verkoop of verwerk of ten behoeve van hom verwerk is soos in subklousule (1) (a) beoog; en

(b) die aartappelmoere wat deur hom versend, gelewer of verkoop is soos in subklousule (1) (b) beoog.

Aantekeninge en opgawes deur agente en handelaars

3. (1) (a) Elke kommissie-agent en makelaar wat tafelaartappels ten behoeve van die produsente of eienaars daarvan in 'n beheerde gebied anders as op 'n munisipale varsproduktemark verkoop, moet aantekeninge hou van die tafelaartappels aldus verkoop en deur hom vir sodanige verkoping ontvang.

SCHEDULE**Definitions**

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and "the Scheme" means the Potato Scheme published by Government Notice No. R. 2400 of 25 November 1988, as amended.

Records and returns by producers of potatoes

2. (1) Each producer of potatoes shall keep records in respect of—

(a) the table potatoes which—

(i) were consigned or delivered by him for sale in the controlled area through commission agents or brokers otherwise than at a municipal fresh produce market;

(ii) were sold by him to persons dealing in the course of trade with table potatoes in the controlled area;

(iii) were sold by him in the controlled area to other persons than those referred to in subparagraph (ii); and

(iv) were processed in a controlled area by him or on his behalf; and

(b) the seed potatoes which—

(i) were consigned or delivered by him for sale through agricultural co-operatives, special farmers' co-operatives, commission agents or brokers; and

(ii) were otherwise sold by him.

(2) Such records shall—

(a) be kept in the manner set out in clause 5; and

(b) consist of the following particulars in respect of each consignment of potatoes:

(i) The date on which that consignment was consigned, delivered, sold or processed.

(ii) The name and address of the person to whom that consignment was consigned, delivered or sold or by whom it was processed: Provided that such particulars shall not be required in the case of table potatoes that are sold as contemplated in subclause (1) (a) (iii).

(iii) The number of 15 kg units comprising that consignment.

(3) A producer shall keep separate records in respect of table potatoes and seed potatoes.

(4) Each producer of potatoes shall monthly in the manner set out in clause 6, render to the Board a return relating to—

(a) the table potatoes consigned, delivered, sold or processed by him or processed on his behalf as contemplated in subclause (1) (a); and

(b) the seed potatoes consigned, delivered or sold by him as contemplated in subclause (1) (b).

Records and returns by agents and dealers

3. (1) (a) Each commission agent and broker who sells table potatoes on behalf of the producers or owners thereof in a controlled area otherwise than on a municipal fresh produce market shall keep records in respect of the table potatoes so sold and received by him for such sale.

(b) Elke persoon wat in 'n beheerde gebied met tafelaartappels as 'n besigheid handel, moet aantekeninge hou van die tafelaartappels wat—

- (i) deur hom in 'n beheerde gebied gekoop is; en
- (ii) deur hom vir verkoop of verwerking in 'n beheerde gebied ingebring is.

(c) Elke landboukoöperasie, spesiale boerekoöperasie, kommissie-agent en makelaar wat aartappelmoere ten behoeve van die produsente daarvan verkoop, moet aantekeninge hou van die aartappelmoere aldus verkoop en deur hom vir sodanige verkoping ontvang.

(2) Sodanige aantekeninge moet—

(a) op die wyse in klousule 5 uiteengesit, gehou word; en

(b) uit die volgende besonderhede ten opsigte van elke besending aartappels bestaan:

(i) Die datum waarop daardie besending verkoop, vir verkoop ontvang, gekoop of ingebring is.

(ii) Die naam en adres van die persoon ten behoeve van wie daardie besending verkoop is, van wie dit vir verkoop ontvang is, van wie dit gekoop is, of van wie dit voor die inbring daarvan verkry is: Met dien verstande dat sodanige besonderhede nie vereis word nie in die geval van tafelaartappels wat op 'n munisipale varsproduktemark in die beheerde gebied gekoop is deur iemand wat in die beheerde gebied met tafelaartappels as 'n besigheid handel.

(iii) Die getal 15 kg eenhede waaruit daardie besending bestaan.

(3) 'n Kommissie-agent en 'n makelaar moet afsonderlike aantekeninge ten opsigte van tafelaartappels en aartappelmoere hou.

(4) (a) Elke kommissie-agent en makelaar wat tafelaartappels in die beheerde gebied anders as op 'n munisipale varsproduktemark verkoop, moet maandeliks 'n opgawe op die wyse in klousule 6 uiteengesit, betreffende sy verkope van tafelaartappels ten behoeve van ander persone aan die Raad verstrek.

(b) Elke persoon wat in die beheerde gebied met tafelaartappels as 'n besigheid handel, moet maandeliks 'n opgawe op die wyse in klousule 6 uiteengesit, aan die Raad verstrek betreffende die tafelaartappels wat—

(i) deur hom in die beheerde gebied direk van 'n produsent gekoop is; en

(ii) deur hom vir verkoop of verwerking in die beheerde gebied ingebring is.

(c) Elke landboukoöperasie, spesiale boerekoöperasie, kommissie-agent en makelaar moet maandeliks 'n opgawe op die wyse in klousule 6 uiteengesit, betreffende sy verkope van aartappelmoere ten behoeve van die produsente daarvan aan die Raad verstrek.

Opgawes deur markmeesters

4. Elke markmeester van 'n munisipale varsproduktemark in die beheerde gebied moet maandeliks 'n opgawe op die wyse in klousule 6 uiteengesit, betreffende die verkope van tafelaartappels op daardie varsproduktemark aan die Raad verstrek.

(b) Each person dealing in the course of trade with table potatoes in a controlled area shall keep records in respect of the table potatoes which—

- (i) were purchased by him in a controlled area; and
- (ii) were introduced by him into a controlled area for sale or processing.

(c) Each agricultural co-operative, special farmers' co-operative, commission agent and broker who sells seed potatoes on behalf of the producers thereof shall keep records in respect of the seed potatoes so sold and received by him for such sale.

(2) Such records shall—

(a) be kept in the manner set out in clause 5; and

(b) consist of the following particulars in respect of each consignment of potatoes:

(i) The date on which that consignment was sold, received for sale, purchased or introduced.

(ii) The name and address of the person on whose behalf that consignment was sold, from whom it was received for sale, from whom it was purchased, or from whom it was acquired prior to the introduction thereof: Provided that such particulars shall not be required in the case of table potatoes purchased at a fresh produce market in the controlled area by a person dealing in the course of trade with table potatoes in the controlled area.

(iii) The number of 15 kg units comprising that consignment.

(3) A commission agent and a broker shall keep separate records in respect of table potatoes and seed potatoes.

(4) (a) Each commission agent and broker selling table potatoes in the controlled area otherwise than at a fresh produce market shall monthly in the manner set out in clause 6, render to the Board a return relating to his sales of table potatoes on behalf of other persons.

(b) Each person dealing in the course of trade with table potatoes in the controlled area shall monthly in the manner set out in clause 6, render to the Board a return relating to the table potatoes which—

(i) were purchased by him in the controlled area directly from a producer; and

(ii) were introduced by him in a controlled area for sale or processing.

(c) Each agricultural co-operative, special farmers' co-operative, commission agent and broker shall monthly in the manner set out in clause 6, render to the Board a return relating to his sales of seed potatoes on behalf of the producers thereof.

Returns by market masters

4. Each market master of a municipal fresh produce market in the controlled area shall monthly in the manner set out in clause 6, render to the Board a return relating to the sales of table potatoes on that fresh produce market.

Wyse waarop aantekeninge gehou moet word

5. (1) Die besonderhede wat ingevolge klousules 2 (2) en 3 (2) aangeteken moet word, moet —

(a) behoudens die bepalings van subklousule (2) van hierdie klousule, in boeke of registers aangeteken word wat vir dié doel geskik is;

(b) laatstens op die werksdag volgende op die dag waarop die betrokke handeling plaasgevind het, aldus aangeteken word;

(c) binne 10 dae na die einde van elke kalendermaand opgesom word deur die toepaslike totale van die besonderhede wat gedurende daardie maand aangeteken is, te bepaal en aan te teken; en

(d) in ink in die betrokke boek of register aangeteken word.

(2) Die Raad kan op aansoek skriftelike goedkeuring verleen dat 'n rekenaar-drukstuk wat vir 'n ander doel gehou word en ook die tersaaklike besonderhede bevat, geag word 'n boek of register in subklousule (1) (a) bedoel, te wees.

(3) Sodanige boeke en registers moet —

(a) by die gewone gesigheidsplek van die persoon wat die betrokke besonderhede moet aanteken, gehou word; en

(b) vir minstens twee jaar na die datum van die laaste inskrywing in elke sodanige boek of register by sodanige besigheidsplek bewaar word.

Wyse waarop opgawes verstrek moet word

6. (1) Elke opgawe wat ingevolge klousule 2, 3 of 4 verstrek moet word, moet —

(a) op die toepaslike vorm verstrek word wat vir dié doel van die Raad verkrygbaar is;

(b) in ink ingevul word;

(c) wanneer per pos gestuur, geadresseer wees aan die Aartappelraad, Privaatsak X135, Pretoria, 0001;

(d) wanneer per hand ingedien, afgelewer word by die kantoor van die Aartappelraad, Belvederestraat 529, Arcadia, Pretoria; en

(e) aldus gestuur of afgelewer word om die Raad voor of op die tiende dag van die maand volgende op die maand waarop daardie opgawe betrekking het, te bereik.

(2) Posgeld op en aflewingskoste van elke sodanige opgawe moet deur die afsender daarvan vooruitbetaal word.

(3) (a) Behoudens die bepalings van paragrafe (b) en (c) moet nul-opgawes ingevolge subklousule (1) verstrek word vir daardie maande waartydens geen rapporteerbare handeling met aartappels plaasgevind het nie.

(b) Produsente van aartappels is vrygestel van die verstrekking van sodanige opgawes vir daardie maande waartydens hulle geen rapporteerbare handeling met aartappels verrig het nie.

(c) 'n Persoon wat in 'n beheerde gebied met aartappels as 'n besigheid handel kan deur die Raad vrygestel word van die verstrekking van sodanige opgawes vir enige bepaalde maand.

Manner in which records are to be kept

5. (1) The particulars to be recorded in terms of clauses 2 (2) and 3 (2) shall —

(a) subject to the provisions of subclause (2) of this clause, be recorded in books or registers that are suitable for this purpose;

(b) be thus recorded not later than the working day following the day on which the action concerned has occurred;

(c) within 10 days after the end of each calendar month be summarized by determining and recording the applicable totals of the particulars recorded during that month; and

(d) be entered in ink in the book or register concerned.

(2) The Board may on application grant written permission that a computer print-out kept for another purpose and also containing the relevant particulars, be deemed to be a book or register referred to in subclause (1) (a).

(3) Such books and registers shall —

(a) be kept at the usual place of business of the person required to record the particulars concerned; and

(b) be retained at such place of business for at least two years after the date of the last entry in each such book or register.

Manner in which returns have to be rendered

6. (1) Each return to be rendered in terms of clause 2, 3 or 4 shall —

(a) be furnished on the applicable form obtainable from the Board for this purpose;

(b) be completed in ink;

(c) when forwarded by post, be addressed to the Potato Board, Private Bag X135, Pretoria, 0001;

(d) when submitted by hand, be delivered at the office of the Potato Board, 529 Belvedere Street, Arcadia, Pretoria, and

(e) be thus forwarded or delivered to reach the Board on or before the tenth day of the month following the month to which that return relates.

(2) Postage on and delivery costs of each such return shall be prepaid by the sender thereof.

(3) (a) Subject to the provisions of paragraphs (b) and (c) nil returns shall be rendered in terms of subclause (1) for those months during which no reportable actions with potatoes have occurred.

(b) Producers of potatoes are exempted from the rendering of such returns for those months during which they did not perform any reportable actions with potatoes.

(c) A person dealing in the coarse of trade with potatoes in a controlled area may be exempted by the Board from the rendering of such returns for any specified month.

DEPARTEMENT VAN MANNEKRAG

No. R. 2410

10 November 1989

WET OP MANNEKRAGOPLEIDING, 1981

ARTIKEL 39 (4).—OPLEIDINGSKEMA VIR DIE AKKOMMODASIE-, SPYSENIERINGS- EN DRANKKLEINHANDELBEDRYF — VERLENGING EN WYSIGING VAN DIE SKEMA

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verleng hierby kragtens artikel 39 (5) van die Wet op Mannekragopleiding, 1981, die tydperk vasgestel by Goewermentskennisgewing No. R. 2439 van 28 November 1986 met 'n tydperk van drie jaar wat op 31 Oktober 1992 eindig, en wysig hierby kragtens artikel 39 (3) van bogemelde Wet die Skema gepubliseer by bogemelde Goewermentskennisgewing—

- (a) met ingang van 1 November 1989, deur in klousule 3 in paragraaf (1) van die woordomskeywing van "die Akkommodasie-, Spysenierings- en Drankkleinhandelbedryf" die volgende subparagrafe na subparagraaf (vii) by te voeg:

"(viii) die Nasionale Parkeraad en provinsiale parkerades;

(ix) vakansieplase en -oorde;" en

- (b) met ingang van 1 Maart 1990—

(1) deur in klousule 8 (1) die uitdrukking "R1 (een rand)" deur die uitdrukking "R2 (twee rand)" te vervang; en

(2) deur Bylae A te vervang deur Bylae A wat in die Bylae hiervan verskyn.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE A**DIE OPLEIDINGSFONDS VIR DIE HOTEL- EN SPYSENIERINGSBEDRYF**

POSBUS 1329
RIVONIA
2128

KWARTAALLIKSE OPGAWE VAN BYDRAES

(Nie van toepassing op werkgewers in die Hotelsektor wat 'n heffing aan die SATR betaal nie)

L. W.: Bestudeer asseblief die volgende opmerkings voordat die opgawe voltooi word:

1. Elke werkgewer wat deelneem aan die Opleidingskema vir die Akkommodasie, Spysenierings- en Drankkleinhandelbedryf, moet, ten opsigte van elke werknemer, aan die Opleidingsfonds vir die Hotel- en Spysenieringsbedryf kwartaalliks bydra.
2. Die totale bedrag van die bydrae wat elke kwartaal betaalbaar is, word bereken op die basis van R2 (twee Rand) vermenigvuldig met die aantal werknemers wat op die laaste werksdag van elke maand van die kwartaal waarvoor die bydrae verskuldig is, in die werkgewer se diens is.
3. Die bedrag betaalbaar vir elke kwartaal moet gestuur word aan die Opleidingsfonds vir die Hotel- en Spysenieringsbedryf, Posbus 1329, Rivonia, 2128, om dit nie later te bereik nie as die 15de dag van die tweede maand wat volg op die kwartaal waarvoor die bydrae verskuldig is.

Opgawe vir die kwartaal eindigende 19

Werkgewer 19

Maand**Getal**

Getal werknemers in diens op die laaste dag van 19

Totale getal werknemers vir die kwartaal 19

Totale bedrae betaalbaar teen R2 per werknemer ($R2 \times$ totale getal werknemers vir die kwartaal) R

Tjek is aangeheg. 19

Datum 19

Geteken

Adres: 19

Hoedanigheid

ANNEXURE A

THE HOTEL AND CATERING INDUSTRY TRAINING FUND

P.O. BOX 1329

RIVONIA

2128

QUARTERLY RETURN OF CONTRIBUTIONS

(Not applicable to employers in the Hotel Trade that pay a levy to the SATB)

N.B.: Please study the following notes before completing this return:

1. Every employer participating in the Training Scheme for the Retail Industries of Accommodation, Catering and Liquor shall, in respect of each employee, pay to the Hotel and Catering Industry Training Fund a quarterly contribution.
2. The total amount of the contribution payable each quarter shall be calculated on the basis of R2 (two rand) multiplied by the number of employees employed by the employer on the last working day of each month of the quarter in respect of which the contribution is due.
3. The amount payable each quarter shall be forwarded to the Hotel and Catering Industry Training Fund, P.O. Box 1329, Rivonia, 2128, to reach it not later than the 15th day of the second month following each quarter for which the contribution is due.

Return for the quarter ending 19

Employer.....

Number of employees employed on the last day of Month Number

Total number of employees in the quarter Month Number

Total contribution payable at R2 per employee (R2 × total number of employees in the quarter) R Number

Cheque herewith

Date 19 Signed

Address:

Capacity

No. R. 2411

10 November 1989

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 435. — ONGESKOOLDE ARBEID (PLAASLIKE OWERHEDE), SEKERE GEBIEDE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die datum van publikasie van hierdie kennisgewing al die bepalings in van Loonvasstelling 435, Ongeskoolde Arbeid (Plaaslike Owerhede), Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1314 van 29 Junie 1984.

E. VAN DER M. LOUW,
Minister van Mannekrag.

No. R. 2437

10 November 1989

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 358.—DRANKVERVAARDIGINGSNYWERHEID, SEKERE GEBIEDE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die datum van publikasie van hierdie kennisgewing, al die bepalings in van Loonvasstelling 358, Drankvervaardigingsnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 354 van 8 Maart 1974, soos gewysig by Goewermentskennisgewings No. R. 370 van 3 Maart 1978 en R. 1133 van 29 Mei 1981.

E. VAN DER M. LOUW,
Minister van Mannekrag.

No. R. 2411

10 November 1989

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 435. — UNSKILLED LABOUR (LOCAL AUTHORITIES), CERTAIN AREAS

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the date of publication of this notice, all the provisions of Wage Determination 435, Unskilled Labour (Local Authorities), Certain Areas, published under Government Notice No. R. 1314 of 29 June 1984.

E. VAN DER M. LOUW,
Minister of Manpower.

No. R. 2437

10 November 1989

WAGE ACT, 1957

CANCELLATION OF WAGE DETERMINATION 358.—LIQUOR MANUFACTURING INDUSTRY, CERTAIN AREAS

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the date of publication of this notice, all the provisions of Wage Determination 358, Liquor Manufacturing Industry, Certain Areas, published under Government Notice No. R. 354 of 8 March 1974, as amended by Government Notices Nos. R. 370 of 3 March 1978 and R. 1133 of 29 May 1981.

E. VAN DER M. LOUW,
Minister of Manpower.

No. R. 2446

10 November 1989

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELING 419.—SIVIELE INGENIEURSNYWERHEID, SEKERE GEBIEDE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die datum van publikasie van hierdie kennisgewing, al die bepalings in van Loonvasstelling 419, Siviele Ingenieursnywerheid, Sekere Gebiede, gepubliseer by Goewermmentskennisgewing No. R. 2559 van 27 November 1981.

E. VANDER M. LOUW,
Minister van Mannekrag.

No. R. 2460

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

HERNUWING VAN—

(a) HOOFOOREENKOMS; (b) SIEKTEBYSTANDSFONDSOOREENKOMS; (c) WERKLOOSHEIDSBYSTANDSFONDSOOREENKOMS; EN (d) SIEKTEBESOLDIGINGSFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskennisgewings Nos. —

- (a) R. 1509 van 5 Augustus 1977;
- (b) R. 578 van 22 Maart 1985;
- (c) R. 1513 van 5 Augustus 1977 en R. 1722 van 10 Augustus 1979; en
- (d) R. 1511 van 5 Augustus 1977, R. 1720 van 10 Augustus 1979 en R. 687 van 27 Maart 1981;

van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1991 eindig.

E. VANDER M. LOUW,
Minister van Mannekrag.

No. R. 2461

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.—WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, 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 3 Januarie 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

No. R. 2446

10 November 1989

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 419.—CIVIL ENGINEERING INDUSTRY, CERTAIN AREAS

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the date of publication of this notice, all the provisions of Wage Determination 419, Civil Engineering Industry, Certain Areas, published under Government Notice No. R. 2559 of 27 November 1981.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2460

10 November 1989

LABOUR RELATIONS ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

RENEWAL OF—

(a) MAIN AGREEMENT; (b) SICK BENEFIT FUND AGREEMENT; (c) UNEMPLOYMENT BENEFIT FUND AGREEMENT; AND (d) SICK PAY FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. —

- (a) R. 1509 of 5 August 1977;
- (b) R. 578 of 22 March 1985;
- (c) R. 1513 of 5 August 1977 and R. 1722 of 10 August 1979; and
- (d) R. 1511 of 5 August 1977, R. 1720 of 10 August 1979 and R. 687 of 27 March 1981;

to be effective from the date of publication of this notice and for the period ending 3 January 1991.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2461

10 November 1989

LABOUR RELATIONS ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 3 January 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 1 (6), 7 [vir sover dit op klousule 8 (7) van die Hoof-ooreenkoms betrekking het], 17, 19 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1991 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. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE DIAMANTSPLY- NYWERHEID VAN SUID-AFRIKA

OOREENKOMS

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

Master Diamond Cutters' Association of South Africa

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

S.A. Diamond Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1509 van 5 Augustus 1977, soos gewysig by Goewermentskennisgewings Nos. R. 1719 van 10 Augustus 1979 en R. 429 van 5 Maart 1982 te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Diamantslypnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie nywerheid werksaam is.

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

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

(b) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of enige regulasie daarkragtens of enige kontrak wat daarkragtens aangegaan is.

(3) Ondanks subklousule (2) (a), is die bepalings van klousules 4, 6, 7, 9 en 33 van hierdie Ooreenkoms nie van toepassing nie op werkgewers betrokke in die Nywerheid in dekonsentrasie punte of nywerheidsontwikkelingspunte ten opsigte van sodanige werknemers. Vir die doel van hierdie Ooreenkoms is dekonsentrasiepunte of nywerheidsontwikkelingspunte enige areas wat as 'n dekonsentrasiepunt of 'n nywerheidsontwikkelingspunt deur die Departement van Handel en Nywerheid aangewys is.

(4) Ondanks subklousule (2) (a), is hierdie Ooreenkoms van toepassing op voormanne waar van toepassing ingevolge die bepalings daarvan.

(5) Hierdie ooreenkoms is nie van toepassing nie ten opsigte van kloofwerk.

(6) Ondanks subklousule (2) (a), indien 'n vakman werk in die Nywerheid verrig in 'n gebied waarvoor daar nie lone in hierdie Ooreenkoms voorgeskryf word nie, is klousules 2, 3, 5, 7, 8, 9, 10, 12, 15, 17, 21, 22, 24, 25, 27, 28, 29, 31, 32 en 33 van hierdie Ooreenkoms van toepassing ten opsigte van sodanige werknemer terwyl hy 'n lid van die vakvereniging bly en sy werkgewer 'n lid van die werkgewersorganisasie bly.

(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), 1 (6), 7 [in so far as it has reference to clause 8 (7) of the Main Agreement], 17, 19 and 22, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 January 1991, 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. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

Master Diamond Cutters' Association of South Africa

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

South African Diamond Workers' Union

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

being parties to the Industrial Council for the Diamond Cutting Industry of South Africa,

to amend the Agreement published under Government Notice No. R. 1509 of 5 August 1977, as amended by Government Notices Nos. R. 1719 of 10 August 1979 and R. 429 of 5 March 1982.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers who are members of the employers' organisation and who are engaged in the Diamond Cutting Industry and by all the employees who are members of the trade union and who are employed in that industry.

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

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

(b) apply in respect of apprentices only in so far as such application is not inconsistent with the provisions of the Manpower Training Act, 1981, or any regulation thereunder or any contract entered into in terms thereof.

(3) Notwithstanding the provisions of subclause (2) (a), the provisions of clauses 4, 6, 7, 9 and 33 of this Agreement shall not apply to employers engaged in the Industry in deconcentration points or industrial development points in respect of such employees. For the purposes of this Agreement deconcentration points or industrial development points shall be any area designated as a deconcentration point or an industrial development point by the Department of Trade and Industry.

(4) Notwithstanding the provisions of subclause (2) (a), the provisions of this Agreement shall apply to foremen where applicable in terms thereof.

(5) This Agreement shall not apply in respect of cleaving.

(6) Notwithstanding the provisions of subclause (2) (a), if a journeyman performs work in the Industry in an area for which no wage is prescribed in this Agreement, the provisions of clauses 2, 3, 5, 7, 8, 9, 10, 12, 15, 17, 21, 22, 24, 25, 27, 28, 29, 31, 32 and 33 of this Agreement shall continue to apply in respect of such employee whilst he remains a member of the trade union and his employer remains a member of the employers' organisation.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing "Wet" deur die volgende:

"Wet" die Wet op Arbeidsverhoudinge, Wet No. 28 van 1956;"

(2) Vervang die uitdrukking "Wet op Vakleerlinge, 1944" waar dit in die omskrywings "vakleerling", "aangewese bedryf", "graad IIA-werknemer" en "vakman" voorkom, deur die "Wet op Mannekragopleiding, 1981".

(3) Voeg die uitdrukking "of skoondogter" in na die uitdrukking "dogter" in paragraaf (c) van die omskrywing "vakleerling".

(4) In die omskrywings "diamantslyper" en "diamantsaer", vervang die uitdrukking "n graad I-werknemer" deur die uitdrukking "werknemer".

(5) Vervang die omskrywing "diamantpoleerder" deur die volgende:

"'diamantpoleerder' n werknemer wat diamante poleer;"

(6) Voeg die volgende omskrywing in na die omskrywing "diamantsaer":

"'verdienste' of 'totale verdienste' die totale bedrag verskuldig aan 'n werknemer wekklis, maandeliks of van tyd tot tyd, voort-spruitend uit sy diens en sluit dit lone, lewenskostoelae, bonusse, vaste bonusse, aansporingsbonusse en betaling ten opsigte van korttyd in, maar uitgesonderd gratifikasies, en vir die toepassing van hierdie Ooreenkoms, beteken die totale daaglikse besoldiging waarop 'n werknemer geregtig was, gebaseer op die gemiddelde ten opsigte van die dae gewerk gedurende die laaste maand of drie maande diens, watter ook al die meer gunstige is;"

(7) Voeg die volgende by die omskrywing "graad I-werknemer":

"wat enige werksaamheid verrig of betrokke is by 'n proses wat tot die verwerking van diamante in die Nywerheid bydra;"

(8) Skrap die omskrywing "graad I-werk".

(9) Vervang die omskrywing "graad IB-werknemer" deur die volgende:

"'graad IB-werknemer' n werknemer wat enige werksaamheid verrig of betrokke is by 'n proses wat tot die verwerking van diamante in die Nywerheid bydra en wat nie 'n vakman of 'n vakleerling is nie;"

(10) Skrap die omskrywing "graad IB-werk".

(11) Voeg die volgende by die omskrywing "aansporingsbesoldiging":

"maar uitgesonderd alle gratifikasies wat aan 'n werknemer gegee word;"

(12) Voeg die volgende by die omskrywing "aansporingsbonusskema":

"ingevoelge kousule 11 van hierdie Ooreenkoms;"

(13) In die omskrywing "vakman"—

(a) skrap die uitdrukking "wat graad I-werk verrig en";

(b) in paragraaf (d), vervang die uitdrukking "kragtens artikel artikel 6 of 'n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951;" deur die uitdrukking "Wet op Mannekragopleiding, 1981;"

(c) skrap paragraaf (e).

(14) Voeg die volgende omskrywings in na die omskrywing "gemiddelde dagloon":

"'kloofwerk' die verdeling van 'n diamant deur splitsing;

'klover' of 'diamantklover' n werknemer wat diamante kloof;"

(15) Voeg die volgende omskrywing in na die omskrywing "Raad":

'lewenskostoelae' n toelae wat deur die werkgewer aan sy werknemer betaal word as vergoeding vir die uitwerking van inflasie."

3. KLOUSULE 4.—LONE

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

	Per week	Per maand
Klerk	80,00	346,64
Graad I-werknemer	200,00	866,60

2. CLAUSE 3.—DEFINITIONS

(1) Substitute the following for the definition of "Act":

"Act" means the Labour Relations Act, No. 28 of 1956;"

(2) Substitute the expression "Manpower Training Act, 1981" for the expression "Apprenticeship Act, 1944," wherever it appears in the definitions of "apprentice", "designated trade", "Grade IIA employee" and "journeyman".

(3) Insert the expression "or daughter-in-law" after the expression "daughter" in paragraph (c) of the definition of "apprentice".

(4) Substitute the expression "an employee" for the expression "a Grade I employee" in the definitions of "diamond cutter" and "diamond sawyer".

(5) Substitute the following for the definition of "diamond polisher":

"'diamond polisher' means an employee who is engaged in the process of polishing diamonds;"

(6) Insert the following definition after the definition of "diamond sawyer":

"'earnings' or 'total earnings' means the total amount due to an employee weekly, monthly or from time to time arising out of his employment which shall include wages, cost of living allowances, bonuses, fixed bonuses, incentive bonuses and payment in respect of short-time, but excluding gratuities, and shall for the purpose of this Agreement, mean the rate of total remuneration per day to which an employee was entitled based on the average in respect of the days worked in the last month or three months of employment whichever is more favourable;"

(7) Add the following to the definition of "Grade I employee":

"or is engaged in any operation or process which contributes to the processing of diamonds in the Industry;"

(8) Delete the definition of "Grade I work".

(9) Substitute the following for the definition of "Grade IB employee":

"'Grade IB employee' means an employee engaged in any operation or process which contributes to the processing of diamonds in the Industry who is not a journeyman or apprentice;"

(10) Delete the definition of "Grade IB work".

(11) Add the following to the definition of "incentive pay":

"but shall exclude all gratuities given to an employee;"

(12) Add the following to the definition of "incentive bonus scheme":

"in terms of clause 11 of this Agreement;"

(13) In the definition of "journeyman"—

(a) delete the expression "who performs Grade I work and";

(b) in paragraph (d) substitute the expression "Manpower Training Act, 1981;" for the expression "section 6 or a trade certificate issued in terms of section 7 of the Training of Artisans Act, 1951;"

(c) delete paragraph (e).

(14) Insert the following definitions after the definitions of "average daily rate":

"'cleaving' means the dividing of a diamond by means of splitting;

'cleaver' or 'diamond cleaver' means an employee who is engaged in the cleaving of diamonds;"

(15) Insert the following definition after the definition of "Council":

"'cost of living allowance' means an allowance paid by the employer to his employee in compensation for the effects of inflation."

3. CLAUSE 4.—WAGES

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

	Per week	Per month
Clerical employee	80,00	346,64
Grade I employee	200,00	866,60

	<i>"Per week"</i>	<i>Per maand</i>
Graad IB-werknemer—		
gedurende eerste drie maande onder- vinding	50,00	216,65
gedurende tweede drie maande onder- vinding	75,00	324,96
Daarna	100,00	433,30
Graad IIA-werknemer	200,00	866,60
Graad IIB- en Graad IIC-werknemers ..	50,00	216,65
Wag	75,00	324,96"

(2) In subklousule (2), vervang die uitdrukking "sewe" deur die uitdrukking "veertien".

(3) In subklousule (3), vervang die uitdrukking "klousule 15 (1) (a) en klousule 10 hiervan en die Diensbeëindigingsooreenkoms wat kragtens artikel 48 van die Wet gepubliseer is," deur die uitdrukking "en klousule 15".

(4) In subklousule (5), skrap die uitdrukking "of geslag".

4. KLOUSULE 5.—BETALING VAN BESOLDIGING

(1) In subklousule (1) (a) (ii), vervang die uitdrukking "beroep" deur die uitdrukking "klas werk".

(2) In subklousule (3), vervang die uitdrukking "Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoearbeid, 1946" deur die uitdrukking "Behoudens enige wet".

(3) In subklousule (4) (d), vervang die uitdrukking "die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964," deur die uitdrukking "enige wet".

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

"(e) wanneer 'n werknemer nie werk nie weens korttyd ingevolge hierdie Ooreenkoms is by geregtig op betaling vir dié tydperke wat nie gewerk is nie soos bepaal in hierdie Ooreenkoms."

5. KLOUSULE 6.—WERKURE: GEWONE EN OORTYDURE EN BETALING VIR OORTYDWERK

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

"(1) *Gewone werkure.*—Die gewone werkure van—

(a) 'n werknemer, uitgesonderd 'n wag is hoogstens—

(i) 40 per week van Maandag tot en met Vrydag;

(ii) agt op 'n bepaalde dag; en

(b) 'n wag is hoogstens 60 in 'n bepaalde week."

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

"(5) Ondanks subklousule (1) moet daar ingevolge klousule 17 vrystelling verleen word aan 'n werkgewer wie se diensvoorwaardes in sy bedryfsinrigting ten opsigte van sekere werknemers voorsiening gemaak het vir gewone werkure van meer as 40 uur in 'n bepaalde week, ten opsigte van sodanige werknemer om voort te gaan om sodanige ure te werk, en dit as gewone werkure ten opsigte van sodanige werknemers te beskou: Met dien verstande dat sodanige voorwaardes van krag was voor 8 Augustus 1986."

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

"(7) *Oortydwerk.*—Behoudens subklousule (5), word alle ure wat gewerk word benewens die maksimum getal gewone werkure in subklousule (1) voorgeskryf, geag oortydwerk te wees."

(4) Vervang subklousule (9) deur die volgende:

"(9) *Betaling vir oortydwerk.*—'n Werknemer wat oortydwerk verrig moet ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, minstens een en 'n derde maal sy gewone weekloon ten opsigte van sy gewone werkure, gedeel deur die aantal toelaatbare gewone ure wat deur sodanige werknemer ingevolge subklousules (1) en (5) gewerk word, watter ook al van toepassing is: Met dien verstande dat as aansporingsgeld betaal word, 'n werknemer minstens een en 'n derde maal die toepaslike aansporingsuurloon betaal moet word.

Vir die toepassing van hierdie klousule is die aansporingsuurloon van 'n werknemer sy gemiddelde dagloon gedeel deur die toelaatbare aantal gewone ure waarvoor daar ingevolge subklousules (1) en (2) voorsiening gemaak word, watter ook al van toepassing is, of word dit vir 'n bepaalde datum vasgestel deur sy besoldiging gedurende die betrokke aansporingsbonustydperk met betrekking tot dié datum te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is."

(5) Skrap subklousule (12).

	<i>"Per week"</i>	<i>Per month</i>
Grade IB employee—		
during first three months of experience	50,00	216,65
during second three months of experience	75,00	324,96
thereafter	100,00	433,30
Grade IIA employee	200,00	866,60
Grade IIB and Grade IIC employees	50,00	216,65
Watchman	75,00	324,96"

(2) In subclause (2), substitute the expression "fourteen" for the expression "seven".

(3) In subclause (3), substitute the expression "clause 15" for the expression "clause 15 (1) (a) and clause 10 hereof and the Termination of Employment Agreement published in terms of section 48 of the Act".

(4) In subclause (5), delete the expression "or sex".

4. CLAUSE 5.—PAYMENT OF REMUNERATION

(1) In subclause (1) (a) (ii) substitute the expression "class of employment" for the expression "occupation".

(2) In subclause (3), substitute the expression "Subject to any law" for the expression "Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, or in the Bantu Labour Act, 1964,".

(3) In subclause (4) (d), substitute the expression "any law" for the expression "the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964,".

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

"Whenever an employee is not at work owing to short-time operation in terms of this Agreement, he shall be entitled to be remunerated for such non-working time as provided for in this Agreement."

5. CLAUSE 6.—HOURS OF WORK: ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

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

"(1) *Ordinary hours of work.*—The ordinary hours of work of—

(a) an employee, excluding a watchman, shall not exceed—

(i) 40 in any week from Monday to Friday inclusive;

(ii) eight on any day; and

(b) a watchman shall not exceed 60 in any week."

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

"(5) Notwithstanding the provisions of subclause (1) an employer whose conditions of employment pertaining in his establishment, in respect of certain employees allowed for ordinary hours of work in excess of 40 hours in any week, in respect of such certain employees shall be granted an exemption in terms of clause 17 of this Agreement in respect of such certain employees to continue to work such hours, and have them considered as ordinary hours of work in respect of such certain employees: Provided such conditions were effective on or before 8 August 1986."

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

"(7) *Overtime.*—Subject to the provisions of subclause (5), all hours worked in excess of the maximum number of ordinary hours of work prescribed in subclause (1) shall be deemed to be overtime."

(4) Substitute the following for subclause (9):

"(9) *Payment for overtime.*—An employee who works overtime, shall in respect of each hour or part of an hour so worked, be paid not less than one and one third times his weekly wage in respect of his ordinary hours of work, divided by the number of permissible ordinary hours worked by such employee in terms of subclauses (1) and (5), whichever is applicable: Provided that where an incentive tariff applies, an employee shall be paid not less than one and one third times the hourly incentive rate applicable.

For the purposes of this clause, the hourly incentive rate of an employee shall be his average daily rate divided by the number of permissible ordinary hours as provided in terms of subclauses (1) and (2), whichever is applicable, or shall be ascertained at any date by dividing his remuneration during the current incentive bonus period relating to that date by the number of hours worked during the period in respect of which such remuneration was paid."

(5) Delete subclause (12).

6. KLOUSULE 7. — JAARLIKSE VERLOF

(1) Skrap die uitdrukking "graad I—" waar dit in die inleidingsparagraaf en subklousules (2) tot (8) verskyn.

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

"(1) Daar is 'n jaarlikse vakansieverloftydperk in die Nywerheid wat in Desember elke jaar moet begin op 'n datum nie later nie as 'n datum waarop die Raad gedurende November van die jaar wat die jaar waarin die jaarlikse verlof geneem gaan word, voorafgaan (hierna die 'genoemde verloftydperk' of die 'genoemde tydperk' genoem), en die Nywerheid moet per omsendbrief van dié datums in kennis gestel word. Genoemde tydperk moet vier agtereenvolgende weke duur en moet Gelofte-dag, Kersdag en Nuwejaarsdag insluit. Met dien verstande dat, ondanks sodanige bepalings ingevolge hiervan, indien 'n werkgewer dit vereis, kan genoemde jaarlikse verloftydperk in twee tydperke van opeenvolgende dae verdeel word: Voorts met dien verstande dat een van genoemde tydperke nie later nie as die datum waarop die Raad besluit het moet begin en dit moet minstens 'n tydperk van 10 opeenvolgende werkdade wees, uitgesonderd Gelofte-dag, Kersdag en Nuwejaarsdag."

(3) In die inleidingsparagraaf by subklousule (9), voeg die uitdrukking "en graad IB" in na die uitdrukking "graad I".

(4) Voeg die volgende subklousule (10) (c) in:

"(c) Enige verlenging van verlof verskuldig aan 'n werknemer as gevolg van ongeskiktheid ingevolge paragrawe (a) of (b) hiervan, is onderhewig aan goedkeuring deur die Raad."

(5) In subklousule (17) (f), vervang die uitdrukking "8 (3)" deur die uitdrukking "8 (7)".

7. KLOUSULE 8. — SIEKTEVERLOF

Vervang klousule 8 deur die volgende:

"8. SIEKTEVERLOF

(1) 'n Werkgewer moet aan sy werknemer wat weens ongeskiktheid van sy werk afwesig is, siekteverlof verleen van altesaam minstens 36 werkdade siekteverlof met volle besoldiging gedurende elke siklus van 36 agtereenvolgende maande van diens by hom (hierna die siekteverlof-siklus genoem): Met dien verstande dat 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide vyf weke diens.

(2) Die bedrag betaalbaar aan 'n werknemer ten opsigte van 'n dag se siekteverlof met volle betaling ingevolge subklousule (1), moet minstens die bedrag wees wat ten opsigte van tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk, betaalbaar is.

(3) 'n Werkgewer is nie verplig om 'n bedrag ingevolge subklousule (1) aan 'n werknemer te betaal nie ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, tensy die werknemer 'n sertifikaat voorlê wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat indien 'n werknemer gedurende enige tydperk van tot agt weke by twee of meer geleenthede betaling ingevolge subklousule (1) ontvang het sonder om sodanige sertifikaat aan sy werkgewer voor te lê, is sy werkgewer nie gedurende die agt weke wat onmiddellik op die laaste sodanige geleentheid volg, verplig om genoemde bedrag aan die werknemer ten opsigte van enige afwesigheid van werk te betaal nie, tensy hy sodanige sertifikaat voorlê.

(4) Waar 'n werkgewer ingevolge 'n wet hospitaalgelde of mediese behandeling ten opsigte van 'n werknemer moet betaal en dit wel betaal ten opsigte van enige ongeskiktheid van 'n werknemer, mag die bedrag aldus betaal afgetrek word van die betaling wat hy ingevolge subklousule (1) moet maak ten opsigte van siekteverlof as gevolg van sodanige ongeskiktheid.

(5) Subklousule (1) is nie van toepassing nie ten opsigte van—

(a) 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes maak, ten minste gelyk is aan dié wat deur sy werkgewer gemaak word, aan enige fonds of organisasie, wat deur die werknemer aangewys is, en welke fonds of organisasie aan die werknemer waarborg dat in die geval van sy ongeskiktheid altesaam minstens die ekwivalent van sy loon vir 45 werkdade gedurende elke tydperk van 36 maande diens aan hom betaal sal word, indien hy vyf dae per week werk;

6. CLAUSE 7.—ANNUAL LEAVE

(1) Delete the expression "Grade I" wherever it appears in the introductory paragraph and subclauses (2) to (8).

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

"(1) There shall be an annual holiday leave period in the Industry which shall commence in December of each year not later than a date to be decided by the Council in the month of November preceding the year in which the annual leave is to be taken (hereinafter referred to as the 'said leave period' or the 'said period'), and shall circularise the Industry of such date. The said period shall be four consecutive weeks, which shall include the Day of the Vow, Christmas Day and New Year's Day: Provided that, notwithstanding such provisions in terms hereof, should an employer so require, the said period of annual leave may be divided into two periods of consecutive days: Provided further that one of the said periods shall commence not later than the date decided upon by the Council and which shall be a period of not less than 10 consecutive working days, excluding the Day of the Vow, Christmas Day and New Year's Day."

(3) In the introductory paragraph to subclause (9), insert the expression "and Grade IB" after the expression "Grade I".

(4) Insert the following subclause (10) (c):

"(c) Any extension of leave due to any employee due to incapacity in terms of paragraph (a) or (b), hereof shall be subjected to approval by the Council."

(5) In subclause (17) (f), substitute the expression "8 (7)" for the expression "8 (3)".

7. CLAUSE 8.—SICK LEAVE

Substitute the following for clause 8:

"8. SICK LEAVE

(1) An employer shall grant to his employee who is absent from work through incapacity, 36 work-days' sick leave in the aggregate on full pay during each period of 36 consecutive months for which the employee is employed by him (hereinafter referred to as a sick leave cycle): Provided that during the first 12 consecutive months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than one working day in respect of each completed period of five weeks employment.

(2) The amount to be paid in terms of subclause (1) to an employee in respect of a days' sick leave on full pay, shall not be less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on the day of the week.

(3) An employer shall not be bound in terms of subclause (1) to pay to an employee an amount in respect of any absence from work for a period covering more than two consecutive days, unless the employee produces a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that if an employee has during any period of up to eight weeks received payment in terms of subclause (1) on two or more occasions without having produced such a certificate to his employer, his employer shall during the period of eight weeks immediately succeeding the last such occasion not be bound to pay the said amount to the employee in respect of any absence from work, unless he produces such a certificate.

(4) Where an employer is by or under provision of any law required to pay fees for hospital or medical treatment in respect of an employee and he pays such fees in respect of any incapacity of an employee, the employer may set off the amount so paid against any payment which he has to pay in terms of subclause (1) to the employee in respect of sick leave because of such incapacity.

(5) The provisions of subclause (1) shall not apply in respect of—

(a) an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation designated by the employees, which fund or organisation guarantees to the employee in the event of his incapacity the payment to him of not less than the equivalent of his wage for 45 working days in each period of 36 months of employment, if he works not more than five days a week;

(b) enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan sy werkgever verplig word om die werknemer minstens 'n bedrag gelyk aan sy loon te betaal.

(c) enige tydelike werknemer.

(6) By die toepassing van hierdie klousule—

(a) word enige tydperk wat 'n werknemer—

(i) ingevolge klousule 7 met verlof is;

(ii) ingevolge subklousule (1) met siekteverlof is;

(iii) afwesig is van sy werk op las of versoek van sy werkgever; of

(iv) militêre opleiding ondergaan;

wat in enige siekteverlof-siklus altesaam hoogstens 30 weke beloop ten opsigte van die tydperke in paragrawe (a) (i), (ii) en (iii) bedoel en hoogstens 12 maande van enige tydperk van militêre diens in paragraaf (a) (iv) bedoel beloop, geag diens by sy werkgever te wees;

(b) moet enige aaneenlopende diens wat 'n werknemer by die inwerkingtreding van hierdie Ooreenkoms by dieselfde werkgever gehad het, in ag geneem word, en enige siekteverlof met volle betaling wat deur 'n werkgever aan 'n werknemer gedurende daardie tydperk van aaneenlopende diens verleen is, word geag ingevolge hierdie klousule verleen te wees;

(c) 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 ongeluk of vergoedingspligtige siekte soos in artikel 2 van die Ongevallewet, 1941 (Wet No. 30 van 1941), betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(7) Subklousules (1) en (2) is nie van toepassing nie op werkgewers wat lede van die Master Diamond Cutters' Association of South Africa is en op hul werknemers wat lede is van die vakvereniging en wat lede is van die Raad se Siektebesoldigingsfonds wat ingevolge artikel 48 van die Wet gepubliseer is."

8. KLOUSULE 9.—OPENBARE VAKANSIEDAE EN SONDAE

(1) Vervang die inleidende paragraaf by subklousule (1) deur die volgende:

"(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle besoldiging en moet sodanige verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Werkersdag, Republiekdag, Stigtingsdag, Krugerdag, Geloftedag en Kersdag: Met dien verstande dat—"

(2) In subklousule (1) (b), voeg die volgende voorbehoudsbepaling in na die uitdrukking "geslote dae:"

Met dien verstande dat wanneer die Joodse Dag van Versoening (Yom Kippur) op 'n werkdag val, mag die werkgever kies om sodanige werkdag te vervang deur 'n betaalde openbare vakansiedag wat op 'n Saterdag val."

(3) In subklousule (1) (c), skrap die uitdrukking "graad, I—".

9. KLOUSULE 10.—KORTTYD

(1) Vervang subklousules (2) tot (8) deur die volgende:

"(2) Wanneer 'n werknemer om enige rede hoegenaamd korttyd moet werk, moet hy 'n minimum van 65 % van sy daaglikse skaal of gemiddelde daaglikse skaal betaal word, welke ook al die hoogste is, bereken op 'n dagbasis vir elke dag of gedeelte van 'n dag wat hy korttyd werk: Met dien verstande dat daar niks van sy loon afgetrek mag word ten opsigte van tyd wat daar nie gewerk is nie tensy die werkgever sy werknemer skriftelik voor of op die dag voor die aanvang van genoemde korttyd daarvan in kennis gestel is: Voorts met dien verstande dat die aftrekking ingevolge hierdie klousule beperk word tot 'n tydperk van altesaam hoogstens 40 werkdag in 'n bepaalde kalenderjaar.

(3) Terwyl daar in 'n bedryfsinrigting korttyd gewerk word, mag die betrokke werkgever werk op kommissie uitbestee slegs indien die werk wat uitbestee word, nie deur enige van daardie werknemers of klasse werknemers wat korttyd werk, gedoen kon word nie.

(b) any period of incapacity of an employee in respect of which the employer is by or under a provision of any law required to pay to the employee an amount of not less than the equivalent of his wage;

(c) any casual employee.

(6) For the purposes of this clause—

(a) any period during which an employee—

(i) is on leave by virtue of clause 7;

(ii) is on sick leave by virtue of subclause (1);

(iii) is absent from work on the instruction or at the request of his employer; or

(iv) is undergoing military service;

amounting in aggregate in any sick leave cycle to not more than 30 weeks in respect of the periods referred to in paragraphs (a) (i), (ii) and (iii) plus up to 12 months of any period of military service referred to in paragraph (a) (iv) undergone in that sick leave cycle, shall be deemed to be employment with his employer;

(b) any continuous employment which an employee has had with the same employer at the commencement of this Agreement, shall be taken into account, and any sick leave on full pay granted by the employer to the employee during that period of continuous employment, shall be deemed to have been granted under this clause;

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

(7) The provisions of subclauses (1) and (2) shall not apply to employers who are members of the Master Diamond Cutters' Association of South Africa and to their employees who are members of the Trade Union and who are members of the Council's Sick Pay Fund published in terms of section 48 of the Act."

8. CLAUSE 9.—PUBLIC HOLIDAYS AND SUNDAYS

(1) Substitute the following for the introductory paragraph of subclause (1):

"(1) *Public holidays.*—An employee shall be entitled to be granted leave on full pay on New Year's Day, Good Friday, Family Day, Ascension Day, Worker's Day, Republic Day, Founder's Day, Kruger Day, Day of the Vow and Christmas Day: Provided that—

(2) In subclause (1) (b), substitute "Day of the Vow" for "Day of the Covenant" and insert the following proviso after the expression "closed days:"

"Provided that where the Jewish Day of Atonement (Yom Kippur) falls on a working day, an employer may elect to substitute for such working day a paid public holiday which falls on a Saturday."

(3) In subclause (1) (c), delete the expression "Grade I" and substitute "Day of the Vow" for "Day of the Covenant".

9. CLAUSE 10.—SHORT-TIME

(1) Substitute the following for subclauses (2) to (8):

"(2) Whenever an employee is placed on short-time for whatever reason he shall be paid a minimum of 65 % of his daily rate or average daily rate of pay, whichever is the highest, calculated on a daily basis per day for each day or part of a day he is on short-time: Provided that no deduction from wages in respect of non-working time shall be made unless the employer has given his employee written notice that short-time is to operate, not later than on the day preceding the commencement of the said short-time: Provided further that the deduction in terms of this clause shall be limited in respect of non-working time to a period not exceeding 40 working days in the aggregate in any one calendar year.

(3) During any period of short-time worked in any establishment, the employer concerned may only be permitted to give out work on commission if the work given out could not have been performed by those employees or class of employees on short-time.

(4) Werknemers moet minstens 24 uur kennis van korttyd ingevolge hierdie klousule gegee word en die werkgewer moet, wanneer hy dié kennis gee, ingevolge die toepaslike bepalings van die Wet op Mannekragopleiding aansoek doen om al sy vakleerlinge wat in dieselfde aangewese bedryf in dien is as die werknemers wat korttyd moet werk, korttyd te laat werk saam met die werknemers in sy bedryfsinrigting, en hy met die vakleerlinge korttyd laat werk onmiddellik nadat dié aansoek goedgekeur is. Indien die Registrateur van Mannekragopleiding of ander bevoegde owerheid ingestem het dat die vakleerling korttyd werk sonder dat dit nodig is om uitdruklik aansoek te doen soos hierbo uiteengesit, moet die vakleerlinge en vakmanne gelyktydig korttyd begin werk."

10. KLOUSULE 11.—AANSPORINGSBONUSSKEMAS

(1) In subklousule (1), vervang die uitdrukking "die Sekretaris" deur die uitdrukking " 'n onafhanklike instansie wat deur die Raad ingestel is".

(2) In subklousule (3), skrap die uitdrukking "die Raad en" en voeg die volgende by: "of op 'n kennisgewingbord in die bedryfsinrigting plaas".

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

"(5) Geen graad I-werknemer of graad IB-werknemer wat diamante slyp en/of poleer mag in diens geneem word om stukwerk te verrig nie."

11. KLOUSULE 12.—BESKERMENDE KLERE

(1) In subklousule (1), skrap die uitdrukking "graad I—".

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

"(2) Elke werkgewer moet aan elkeen van sy werknemers en vakleerlinge ten minste een stofjas per jaar voorsien."

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

"(3) 'n Werknemer of vakleerling wat op die eerste betaaldag van Februarie werkloos is, moet 'n bedrag van R1,50 per maand of gedeelte daarvan vir elke oorblywende maand van die jaarlikse siklus betaal word. Hierdie bedrag moet betaal word deur die eerste werkgewer by wie hy in diens is na die eerste betaaldag in Februarie en moet op die werknemer se eerste betaaldag betaal word."

12. KLOUSULE 14.—DIENSSERTIFIKAAT

(1) Vervang subklousule 14 deur die volgende:

"14. DIENSSERTIFIKAAT

(1) 'n Werknemer moet, by beëindiging van die dienskontrak van 'n werknemer, 'n dienssertifikaat aan hom uitreik waarop die volle name van die werkgewer en sy werknemer, die aard van die werk, die datums waarop die kontrak begin en beëindig is en die besoldiging op die datum van diensbeëindiging voorkom.

(2) Subklousule (1) is nie van toepassing nie ten opsigte van 'n dienskontrak wat op grond van 'n werknemer se drostery beëindig word."

13. KLOUSULE 15.—BEËINDIGING VAN DIENSKONTRAK

Vervang klousule 15 deur die volgende:

"15. BEËINDIGING VAN DIENSKONTRAK

(1) Wanneer 'n werkgewer of 'n werknemer van voornemens is om 'n dienskontrak te beëindig—

(a) moet hy gedurende die eerste vier weke diens, die ander party een werkdag kennis gee van beëindiging van sodanige kontrak;

(b) moet hy te enige tyd na die verstryking van die eerste vier weke diens, in die geval van 'n weeklikse werknemer, een week kennis gee van die beëindiging van sodanige kontrak: Met dien verstande dat enige skriftelike dienskontrak wat voorsiening maak vir 'n tydperk van kennis van gelyke duur vir albei partye wat langer is as een week, in die geval van 'n weeklikse werknemer, of twee weke in die geval van 'n maandelikse werknemer, kennis in ooreenstemming met sodanige kontrak oor sodanige langer termyn gegee moet word.

(4) Not less than 24 hours notice of short-time in terms of this subclause shall be given to employees and at the time of giving such notice, the employer shall simultaneously make application in terms of the relevant provisions of the Manpower Training Act to place all his apprentices, who are engaged in the same designation as that of the employees who are to work short-time on short-time with the employees in his establishment, and shall place the apprentices on short-time immediately such application has been granted. In the event of the Registrar of Manpower Training or other competent authority having given his consent to the apprentices being placed on short-time without the necessity of making specific application as set out above, the apprentices shall be placed on short-time simultaneously with journeymen."

10. CLAUSE 11.—INCENTIVE BONUS SCHEMES

(1) In subclause (1), substitute the expression "an independent party appointed by the Council" for the expression "the Secretary".

(2) In subclause (3), delete the expression "the Council and to" and add the following: "or be placed on a notice-board in the establishment."

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

"(5) No Grade I or Grade IB employee who cuts and/or polishes diamonds may be employed on piecework."

11. CLAUSE 12.—PROTECTIVE CLOTHING

(1) In subclause (1), delete the expression "Grade I".

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

"(2) Every employer shall provide each of his employees and apprentices with at least two dust coats per year."

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

"(3) Any employee or apprentice who is unemployed on the 1st pay day of February shall be paid an amount of R1,50 per month or part thereof for each remaining month of the annual cycle. This amount shall be paid by the first employer with whom he is employed after the first pay day in February and shall be paid on the employees' first pay day."

12. CLAUSE 14.—CERTIFICATE OF SERVICE

(1) Substitute the following for clause 14:

"14. CERTIFICATE OF SERVICE

(1) An employer shall, upon termination of the contract of employment of an employee, furnish him with a certificate of service showing the full names of the employer and his employee, the nature of employment, the dates of commencement and termination of the contract and the rates of remuneration at the date of such termination.

(2) The provisions of subclause (1) shall not apply in respect of a contract of employment which is terminated on the grounds of the employee's desertion."

13. CLAUSE 15.—TERMINATION OF CONTRACT OF EMPLOYMENT

Substitute the following for clause 15:

"15. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Whenever an employer or an employee intends terminating a contract of employment—

(a) during the first four weeks of employment, he shall give the other party one working-day's notice of termination of such contract;

(b) at any time after the expiration of the first four weeks of employment, he shall give the other party, in the case of a weekly employee, one week's notice, and in the case of a monthly employee, two week's notice of termination of such contract: Provided that if any written contract of employment provides for a period of notice of equal duration for both parties which is longer than one week, in the case of a weekly employee, or two weeks, in the case of a monthly employee, notice shall in accordance with such contract be given over such longer period.

(2) Kennis ingevolge subklousule (1) moet, uitgesonderd wanneer dit deur 'n ongeletterde werknemer gegee word, skriftelik gegee word en moet—

(a) in die geval van 'n weeklikse werknemer, op of voor die gewone betaaldag van die betrokke werknemer gegee word en loop vanaf die dag na sodanige betaaldag;

(b) in die geval van 'n maandelikse werknemer, op of voor die eerste of 15de dag van 'n maand gegee word en loop van sodanige eerste of 15de dag, na gelang van die geval: Met dien verstande dat—

(i) kennis ingevolge subklousule (1) (a) op enige werkdag gegee kan word;

(ii) 'n kennisgewingtermyn nie mag saamval met en kennis mag ook nie gegee word, gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 7 of enige tydperk van militêre diens of gedurende 'n tydperk van korttyd;

(iii) kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 8.

(3) Indien kennis van beëindiging van 'n dienskontrak ingevolge subklousule (1) gegee word, moet die werkgewer die werknemer, as besoldiging ten opsigte van die kennisgewingtermyn, 'n bedrag betaal wat bereken moet word teen sy daaglikse skaal of gemiddelde daaglikse skaal, watter ook al die hoogste is, en wat nie minder is nie as 'n bedrag gelyk aan—

(a) in die geval van 'n kennisgewingtermyn van een werkdag, die daaglikse besoldiging wat die werknemer onmiddellik voor sodanige kennisgewing ontvang het;

(b) in die geval van 'n kennisgewingtermyn van een of meer weke, die weeklikse besoldiging wat die werknemer onmiddellik voor sodanige kennisgewing ontvang het vermenigvuldig met die aantal weke in sodanige tydperk;

(c) in die geval van 'n kennisgewingtermyn van een of meer maande, die maandelikse besoldiging, wat die werknemer onmiddellik voor sodanige kennisgewing ontvang het vermenigvuldig met die aantal maande in sodanige tydperk.

(4) Ondanks subklousule (1)—

(a) kan 'n werkgewer 'n dienskontrak sonder kennisgewing aan sy werknemer beëindig: Met dien verstande dat hy die werknemer 'n bedrag betaal wat nie minder is nie as die toepaslike besoldiging wat hy hom andersins ingevolge subklousule (3) sou moes betaal indien hy die kontrak met die vereiste kennisgewing sou beëindig het;

(b) kan 'n werknemer 'n dienskontrak sonder kennisgewing aan sy werkgewer beëindig: Met dien verstande dat hy die werkgewer 'n bedrag betaal wat nie minder is nie as die toepaslike besoldiging wat die werkgewer hom andersins ingevolge subklousule (3) sou moes betaal indien hy die kontrak met die vereiste kennisgewing sou beëindig het.

(5) Hierdie klousule is nie van toepassing nie ten opsigte van 'n los werknemer en raak nie—

(a) die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie;

(b) die werking van 'n verbeuring of 'n boete wat volgens wet toegepas kan word ten opsigte van 'n werknemer wat dros.

(6) Vir die doel van hierdie klousule word 'n werknemer geag—

(a) 'n weeklikse werknemer te wees as hy weekliks betaal word;

(b) 'n maandelikse werknemer te wees indien hy andersins as weekliks betaal word.

(7) Tensy 'n werkgewer afstand gedoen het van die kennisgewing wat in hierdie Ooreenkoms voorgeskryf word of 'n werknemer sy diens verlaat sonder dat hy sodanige kennis gegee of gewerk het of sonder om sy werkgewer in plaas van kennis betaal het en die werknemer het nie in sodanige optrede binne sy wetlike regte opgetree nie, kan die werkgewer 'n bedrag van hoogstens dit wat die werknemer aan hom sou moes betaal in plaas van kennisgewing, aan homself toeëien, deur dit af te trek van enige bedrag wat hy ingevolge hierdie Ooreenkoms of enige ander Ooreenkoms van die Raad aan die werknemer verskuldig is: Met dien verstande dat wanneer 'n werkgewer 'n bedrag in plaas van kennisgewing aldus toeëien het, word die werknemer geag die werkgewer in plaas van kennis te betaal het: Voorts met dien verstande dat sodanige toeëiening die Raad se goedkeuring wegdra.

(8) In gevalle waar kennisgewing van die beëindiging van die dienskontrak gekanselleer word, of waar daar geen onderbreking in 'n werknemer se diens is nie, word die kontrak geag aaneenlopend te wees."

(2) Notice in terms of subclause (1) shall, except when given by an illiterate employee be given in writing, and shall—

(a) in the case of a weekly employee, be given on or before the usual pay day of the employee concerned and shall run from the day after such pay day;

(b) in the case of a monthly employee, be given on or before the 1st or the 15th day of a month and shall run from such 1st or 15th day, as the case may be: Provided that—

(i) notice in terms of subclause (1) (a) may be given on any working day;

(ii) a period of notice shall not run concurrently with, and notice shall not be given during, an employee's absence on leave granted in terms of clause 7 or any period of his military service or during a period of short-time;

(iii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(3) If notice of termination of a contract of employment is given in terms of subclause (1), the employer shall pay to the employee, as his remuneration in respect of the period of notice, an amount which shall be calculated at his daily rate or average daily rate whichever is the higher and which shall be not less than an amount equal—

(a) in the case of a period of notice of one working-day, to the daily remuneration which the employee was receiving immediately before such notice was given;

(b) in the case of a period of notice of one or more weeks, to the weekly remuneration which the employee was receiving immediately before such notice was given, multiplied by the number of weeks in such period;

(c) in the case of a period of notice of one or more months, to the monthly remuneration which the employee was receiving immediately before such notice was given, multiplied by the number of months in such period.

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

(a) an employer may terminate a contract of employment without giving notice to the employee: Provided he pays to the employee an amount which is not less than the appropriate remuneration which he would otherwise have been required to pay to the employee in terms of subclause (3) had he terminated the contract with the required notice;

(b) an employee may terminate a contract of employment without giving notice to the employer: Provided he pays to the employer an amount which is not less than the appropriate remuneration which the employer would otherwise have been required to pay to him in terms of subclause (3) had he terminated the contract with the required notice.

(5) The provisions of this clause shall not apply in respect of a casual employee and shall not affect—

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

(b) the operation of any forfeiture or penalty which by law may be applicable in respect of an employee who deserts.

(6) An employee shall for the purposes of this clause be deemed to be—

(a) a weekly employee if his wage is paid weekly;

(b) a monthly employee if his wage is paid otherwise than weekly.

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

(8) In cases where the notice of termination of contract of employment is cancelled or where there is no break in an employee's service the contract shall be regarded as continuous."

14. KLOUSULE 22.—FONDSE VAN DIE RAAD

(1) Voeg die volgende by die eerste voorbehoudsbepaling:

“van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word”.

(2) Vervang die bydrae-tabel deur die volgende:

<i>“Werknemers</i>	<i>Maandelikse aftrekkings</i>
Graad I-werknemers (uitgesonderd vakleerlinge)	R1,00
Klerke	50 sent
Vakleerlinge	50 sent
Graad IB-werknemers	50 sent
Andere	25 sent”.

(3) Vervang die uitdrukking “voor of op die 10de dag van die maand wat volg op dié waarop die aftrekking betrekking het, aan die Sekretaris van die Raad, Posbus 2389, Johannesburg, 2000, gestuur word” deur die uitdrukking “aan die Sekretaris van die Raad by die geregistreerde adres van die Raad gestuur word om voor of op die 7de dag van die maand wat volg op die maand waarop die aftrekkings betrekking het, ontvang te word”.

15. KLOUSULE 25.—REGISTRASIE VAN WERKGEWERS

(1) Voeg die uitdrukking “EN WERKNEMERS” in in die opskrif.

(2) In subklousule (1), skrap die uitdrukking “van watter massa en/of grootte ook al”.

(3) Skrap subklousule (2) (d).

(4) In subklousule (3), vervang die uitdrukking “, (c) en (d)” deur die uitdrukking “en (c)”.

(5) Voeg die volgende subklousules in:

“(4) Elke werknemer in die Nywerheid wat ruwe of gesaagde diamante saag en/of slyp en/of poleer moet, as hy nie alreeds in besit is nie van ’n nywerheidsnommer goedgekeur deur die Raad, binne ’n maand na die datum van inwerkingtreding van hierdie Ooreenkoms, en elke nuwe werknemer moet binne ’n maand nadat hy diens in die Nywerheid aanvaar het, by die Raad registreer.

(5) Elke werknemer in subklousule (3) hiervan bedoel, moet, ten tye van registrasie, die volgende besonderhede verstrek:

- (a) Sy volle naam (name).
- (b) Identiteitsnommer.
- (c) Huisadres.
- (d) Die volle naam van die werkgever.”.

16. KLOUSULE 26.—WERKENDE WERKGEWERS, VENNOTE EN DIREKTEURE

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

“(1) ’n Werkgever, vennoot of direkteur wat voltyds diamante saag, slyp of poleer, moet die Raad daarvan in kennis stel.”.

(2) In subklousule (3) (a), vervang die uitdrukking “graad I-werk in die Nywerheid verrig” deur die uitdrukking “diamante in die Nywerheid verwerk”.

(3) In subklousule (3) (b), vervang die uitdrukking “graad I-werknemers” deur die uitdrukking “werknemers wat diamante verwerk” en voeg die uitdrukking “en/of graad IB” in na die uitdrukking “graad I”.

17. KLOUSULE 27.—VAKVERENIGINGARBEID

(1) Vervang subklousules (1) en (2) deur die volgende:

“(1) Geen werkgever wat lid is van die werkgewersorganisasie mag ’n lid van die vakvereniging wat nie ’n erkende dienskaart wat die vakvereniging aan sy lede uitreik kan toon nie, in diens neem nie. Sodanige kaart moet deur die werknemer en die werkgever voltooi en geteken word en die werknemer moet dit binne 48 uur aan die vakvereniging terugbesorg.

(2) Die bedrag wat in genoemde kaart aangedui word moet die werknemer se totale weeklikse of maandelikse verdienste wees: Met dien verstande dat waar ’n werknemer op ’n aansporingskema werk, moet die aangeduide bedrag, behoudens klousule 4, minstens 65 % van die werknemer se verdienste wees.”.

14. CLAUSE 22.—COUNCIL FUNDS

(1) Add the following to the first proviso:

“from the wages of each of his employees for whom minimum rates of pay are prescribed in this Agreement”.

(2) Substitute the following for the contribution table:

<i>“Employee</i>	<i>Monthly deduction</i>
Grade I employees (excluding apprentices)	R1,00
Clerical employees	50 cents
Apprentices	50 cents
Grade IB	50 cents
Others	25 cents”.

(3) Substitute the expression “at the registered address of the Council, to be received by the Council not later than the 7th” for the expression “P.O. Box 2389, Johannesburg, 2000, not later than the 10th”.

15. CLAUSE 25.—REGISTRATION OF EMPLOYERS

(1) Add the expression “AND EMPLOYEES” to the heading.

(2) In subclause (1), delete the expression “of any mass and/or size whatsoever”.

(3) Delete subclause (2) (d).

(4) In subclause (3), substitute the expression “and (c)” for the expression “, (c) and (d)”.

(5) Add the following subclauses:

“(4) Every employee in the Industry who is engaged in the sawing and/or cutting and/or polishing of rough or sawn diamonds who is not already in possession of an industry number as approved by the Council, shall register with the Council within one month of the date of coming into operation of this Agreement and every new employee within one week of commencing employment in the Industry.

(5) Every employee referred to in subclause (3) hereof shall at the time of registration furnish the following particulars:

- (a) Full name(s).
- (b) Identity number.
- (c) Residential address.
- (d) Name of employer.”.

16. CLAUSE 26.—WORKING EMPLOYERS, PARTNERS AND DIRECTORS

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

“(1) Any employer, partner or director who performs Diamond Sawing, Diamond Cutting or Diamond Polishing on a full-time basis shall advise the Council to this effect.”.

(2) In subclause (3) (a), substitute the expression “in the processing of diamonds” for the expression “on Grade I work”.

(3) In subclause (3) (b), substitute the expression “the processing of diamonds” for the expression “Grade 1 work” and insert the expression “and/or Grade IB” after the expression “Grade I”.

17. CLAUSE 27.—TRADE UNION LABOUR

(1) Substitute the following for subclauses (1) and (2).

“(1) No employer who is a member of the employers’ organisation shall engage or employ a member of the trade union who cannot produce a recognised employment card issued by the trade union to its members. Such cards shall be completed and signed by the employee and the employer and such card shall be returned to the trade union by the employee within 48 hours.

(2) The amount reflected in the said card shall be the employee’s total earnings weekly or monthly provided that where an employee is engaged on an incentive scheme the amount reflected shall, subject to the provisions of Clause 4, be not less than 65 % of the employee’s earnings.”.

18. KLOUSULE 28.—AANGEWESSE VOORMAN

Vervang subklausule (2) deur die volgende:

“(2) ’n Werkgewer word tot een aangewese voorman beperk: Met dien verstande dat in ’n bedryfsinrigting waar meer as 20 produktiewe werknemers in diens is, sodanige bedryfsinrigting een aangewese voorman in diens mag hê vir elke 20 produktiewe werknemers of gedeelte daarvan. By die toepassing van hierdie klausule beteken “produktiewe werknemers” werknemers wat werksaamhede verrig of betrokke is by ’n proses wat tot die verwerking van diamante bydra.”.

19. KLOUSULE 29.—ALGEMENE JAARVERGADERING VAN VAKVERENIGING

Vervang die voorbehoudsbepalings deur die volgende:

“Met dien verstande dat sodanige vergadering gehou word op ’n dag van die week wat nie ’n naweek of openbare vakansiedag voorafgaan of daarop volg nie: Voorts met dien verstande dat slegs werknemers wat na die afsluiting van die vergadering na hul werk terugkeer, geregtig sal wees op besoldiging vir die tydperk wat hulle by die vergadering was.”.

20. KLOUSULE 31.—SEKURITEITSKLOUSULE

Vervang klausule 31 deur die volgende:

“31. SEKURITEITSKLOUSULE

Waar ’n werkgewer van ’n werknemer vereis om sekuriteitsprosedures en -fasiliteite na te kom en te gebruik ten opsigte van diamante terwyl hulle in die werknemer se besit is, en dié prosedure en fasiliteite deur die Raad goedgekeur is, word die werknemer, benewens die reg op vergoeding wat ’n werkgewer ingevolge ’n geregtelike proses kan uitoefen, geag sy plig te versuim het, wat voldoende rede is vir sy onmiddellike ontslag, as hy nagelaat het om genoemde prosedures en fasiliteite na te kom en te gebruik en diamante verdwyn het terwyl hulle in genoemde werknemer se besit was.

Besonderhede van sodanige prosedures en fasiliteite moet op die kennisgewingbord van die bedryfsinrigting vertoon word.”.

21. Voeg die volgende klausule in:

“KLOUSULE 32.—VOORBEHOUDSKLOUSULE

Ondanks enige andersluidende bepalinge in hierdie Ooreenkoms, mag geen werkgewer op wie die bepalinge van hierdie Ooreenkoms van toepassing is, minder betaal, en geen werknemer op wie die bepalinge van hierdie Ooreenkoms van toepassing is, mag minder aanvaar ten opsigte van lewenskostoelae, lone, bonusse, betalings, uitgestelde betalings, of enige besoldiging van enige aard hoegenaamd wat die werknemer ontvang het of waarop die werknemer geregtig was voordat daar op die bedinge, bepalinge en voorwaardes hiervan ooreengekom is.”.

22. Voeg die volgende klausule in:

“33. VAKANSIEBONUSFONDS VIR DIE DIAMANTSLYPNYWERHEID

(1) Die vakansiebonusfonds vir die Diamantslypnywerheid van Suid-Afrika, wat vroeër deur die partye by die Raad ingestel is, word ingevolge hierdie Ooreenkoms voortgesit en hierna die “Fonds” genoem. Die doel van die Fonds is die voorsiening van voordele aan lede soos hierin bepaal.

(2) *Lidmaatskap.*—(a) Lidmaatskap van die Fonds is verpligtend vir—

(i) ’n voorman, graad I en graad IB-werknemers in die Nywerheid en diegene van hierdie drie klasse werknemers wat opgehou het om diamante te saag en/of te slyp en/of te poleer, maar wat in diens bly van ’n lid van die werkgewersorganisasie;

(ii) vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met ’n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie terwyl hy by ’n lid van die werkgewersorganisasie in diens is; en

(iii) ’n werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms ’n lid is van die werkgewersorganisasie of daarna, gedurende die geldigheidsduur van hierdie Ooreenkoms ’n lid van die werkgewersorganisasie word en wie se lidmaatskap van die werkgewersorganisasie beëindig word gedurende die geldigheidsduur van hierdie Ooreenkoms.

18. CLAUSE 28.—DESIGNATED FOREMAN

Substitute the following for subclause (2):

“(2) The employer shall be limited to one designated foreman: Provided that in any establishment employing more than 20 productive employees, such establishment may employ one designated foreman for every 20 productive employees or part thereof employed. For the purpose of this clause “productive employees” shall mean employees engaged in any operation or process which contributes to the processing of diamonds.”.

19. CLAUSE 29.—TRADE UNION ANNUAL GENERAL MEETING

Substitute the following for the provisos:

“Provided that such meeting shall be held on a morning of any day of the week where such day does not precede or follow a weekend or public holiday: Provided further that only employees that return to work after the conclusion of the meeting will be entitled to remuneration for the period for which they were at the meeting.”.

20. CLAUSE 31.—SECURITY CLAUSE

Substitute the following for clause 31:

“31. SECURITY CLAUSE

Whenever an employer requires an employee to observe and utilise security procedures and facilities in respect of diamonds whilst they are in the employee's possession, and such procedures and facilities have been approved by the Council, the employee, in addition to the right to compensation which the employer can exercise in terms of or under the process of any law shall be deemed to have committed a neglect of duty which provides grounds for summary dismissal if he has failed to observe and utilise the said procedures and facilities, and diamonds whilst in the said employee's possession, have disappeared.

Details of such procedures and facilities shall be exhibited on the notice-board of the establishment.”.

21. Add the following clause:

“CLAUSE 32.—SAVINGS CLAUSE

Notwithstanding anything contained in this Agreement, no employer to whom the provisions of this Agreement are applicable, shall pay less, and no employee to whom the provisions of this Agreement are applicable, shall accept less in respect of cost of living allowance, wages, bonuses, payments, deferred payments, or remuneration of any nature whatsoever which the employee was receiving or to which the employee was entitled prior to agreement to the terms, provisions and conditions hereof.”.

22. Add the following clause:

33. HOLIDAY BONUS FUND FOR THE DIAMOND CUTTING INDUSTRY

(1) The Holiday Bonus Fund for the Diamond Cutting Industry of South Africa, previously established by the parties to the Council, is continued in terms of this Agreement and hereinafter referred to as “the Fund”. The purpose of the Fund shall be the provision of benefits to members as provided for herein.

(2) *Membership.*—(a) Membership of the Fund shall be compulsory for—

(i) a foreman, Grade 1 and Grade 1B employee employed in the Industry and those of these three classes of employees who have ceased performing diamond sawing and/or diamond cutting and/or diamond polishing but continue to be employed by a member of the employer's organisation;

(ii) an apprentice in so far as the provisions of this Agreement are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder, whilst employed by a member of the employer's organisation; and

(iii) an employer who is a member of the employers' organisation at the date of coming into operation of this Agreement or who subsequently becomes a member of the employer's organisation during the currency of this Agreement and who's membership of the employers' organisation ceases during the currency of this Agreement.

(b) Ondanks paragraaf (a), is hierdie klousule nie van toepassing nie ten opsigte van 'n werknemer gedurende sy aanvanklike tydperk van diens in die Diamantslypnywerheid: Met dien verstande dat sodanige tydperk nie drie maande oorskry nie.

(3) *Bydraes.*—(a) Elke werkgever moet ten opsigte van elke lid van die Fonds in sy diens—ten opsigte van elke maand—6 persent van die werknemer se weeklikse of maandelikse verdienste, insluitend verdienste betaalbaar ten opsigte van jaarlikse verlof, bydra.

(b) Bydraes ingevolge paragraaf (a) van hierdie subklousule, moet maandeliks aan die Fonds gestuur word om die Fonds voor of op die 7de dag van die maand waarop die bydraes betrekking het, te bereik.

(4) *Geregistreeerde kantoor.*—Die geregistreeerde kantoor van die Fonds is by die hoofkantoor van die werkgewersorganisasie en alle betalings aan die Fonds moet by die geregistreeerde kantoor van die Fonds in die betaalmiddel van die Republiek van Suid-Afrika gemaak word.

(5) *Administrasie.*—(a) Die Fonds moet deur die werkgewersorganisasie geadminestreer word en die werkgewersorganisasie moet 'n Trustrekening in stand hou en alle gelde wat ontvang word moet in die Trustrekening betaal word en daar moet 'n maandelikse kwitansie vir elke betaling uitgereik word wat die naam van die werkgever wat die betaling maak aandui asook die name van die werknemers ten opsigte van wie die betaling gemaak is. 'n Afskrif van die kwitansie moet maandeliks aan die sekretaris van die vakvereniging gestuur word. Sodanige gelde kan na goedgekeurde deur die werkgewersorganisasie belê word. Enige rente op die belegging van die gelde wat in die Fonds inbetaal word moet aan die werkgewersorganisasie toeval en gebruik word om die administrasiekoste van die Fonds te bestry en vir sodanige ander doelstelling as wat die organisasie verkies, insluitend, in oorleg met die Vakvereniging, die voorsiening van geldelike hulp aan persone wat in die Nywerheid in diens is of was en wat in finansiële verknorsing is: Met dien verstande dat sodanige geldelike hulp aan sodanige persone wat lede van die vakvereniging is op die grondslag is van R1 vir elke R1 wat deur die vakvereniging voorsien word.

(b) Ten opsigte van geldelike hulp wat gesamentlik deur die vakvereniging en die werkgewersorganisasie aan sekere persone gegee is, moet sodanige hulp voortgesit word en voorskotte wat gemaak word is terugbetaalbaar aan die vakvereniging en die organisasie.

(6) *Betaling van vakansiebonusse aan werknemers.*—Vakansiebonusse waarop werknemers geregtig is moet deur die werkgewersorganisasie betaal word.

Behoudens die voorwaardes en vereistes in hierdie Ooreenkoms—

(a) Moet elke werknemer op wie hierdie Ooreenkoms van toepassing is, gedurende die week wat die jaarlikse verloftydperk voorafgaan en vanaf 1988 sodanige gelde verskuldig en wat op 31 Oktober 1989 tot hul krediet in die Fonds gestaan het, sowel as sodanige gelde verskuldig en wat ingevolge die vorige Vakansiebonusfondsooreenkoms soos op 31 Oktober 1987 tot hul krediet gestaan het ontvang. Daarna moet hulle gedurende elke week wat die aanvang van die jaarlikse vakansie tydperk voorafgaan in elke daaropvolgende jaar tot en met die week wat die jaarlikse vakansie tydperk wat in 1990 'n aanvang neem, voorafgaan, die geld verskuldig en wat tot elke werknemer se krediet in elke jaar van hierdie Ooreenkoms na 31 Oktober 1990, sodanige gelde as wat verskuldig is en ingevolge hierdie Ooreenkoms tot hul krediet staan, ten opsigte van die balans van die tydperk van toepassing van hierdie Ooreenkoms, en watter geld aan elk van sodanige werknemers in paragraaf (b) hiervan bedoel, betaal word.

(b) Ingeval daar by verstryking van hierdie Ooreenkoms geen verdere Ooreenkoms met die vakvereniging aangegaan word nie, moet geld verskuldig en wat ingevolge hierdie Ooreenkoms verskuldig is en tot die krediet van werknemers staan, binne twee maande na die verstryking van hierdie Ooreenkoms aan elke werknemer wat aan klousule 7 onderhewig is, betaal word.

(7) *Verbeuring van voordele.*—Ondanks andersduidende bepalings in hierdie Ooreenkoms, word betaling aan 'n werknemer ingevolge subklousule (6) (a) hiervan verbeur en aan die werkgever of werkgewers wat sodanige betaling gemaak het terugbetaal indien, gedurende enige tydperk wat elke jaarlikse verloftydperk voorafgaan—

(a) sodanige werknemer gedurende die geldigheidsduur van hierdie Ooreenkoms, in diens tree van 'n werkgever wat nie 'n lid is nie van die werkgewersorganisasie;

(b) Notwithstanding the provisions of paragraph (a), the terms of this clause shall not apply in respect of an employee during his initial period of employment in the Diamond Cutting Industry: Provided such period in total shall not exceed three months.

(3) *Contributions.*—(a) Each employer shall in respect of each member of the Fund employed by him contribute to the Fund—in respect of each month, 6 per cent of the employees' weekly or monthly earnings, including earnings payable in respect of annual leave.

(b) The contributions made in terms of paragraph (a) of this subclause, shall be remitted to the Fund monthly so as to be received by the Fund not later than the 7th day of the month following the month to which the contributions relate.

(4) *Registered office.*—The registered office of the Fund shall be at the head office of the employers' organisation and all payments due to the Fund shall be made at the registered office of the Fund in the currency of the Republic of South Africa.

(5) *Administration.*—(a) The Fund shall be administered by the employers' organisation and the employers' organisation shall maintain a Trust Account and shall pay into the said Trust Account all moneys received and issue a monthly receipt for each remittance, showing the name of the employer making the payment and the names of the employees in respect of whom payment was made. A copy of the receipt shall be forwarded to the Secretary of the Trade Union monthly. Such moneys may be invested at the sole discretion and responsibility of the employers' organisation. Any interest derived from the investment of the moneys paid into the Fund shall accrue to the employers' organisation and shall be utilised to defray the costs of administering the Fund and for such other purposes as the organisation may elect, including, in consultation with the Trade Union, provision of financial assistance to persons who are or have been employed or engaged in the industry and are in impecunious straits, provided that such financial assistance to such persons who are or have been members of the Trade Union shall be on the basis of R1 provided by the Trade Union.

(b) In respect of financial assistance being given to certain persons jointly by the Trade Union and the employers' organisation as at the commencement to this Fund, such assistance shall continue to be given accordingly and disbursements made shall be refundable to the Trade Union and the organisation.

(6) *Payment of holiday bonuses to employees.*—The payment of holiday bonuses to employees entitled thereto shall be effected by the employers' organisation.

Subject to the conditions and qualifications stated in this Agreement—

(a) The employees to whom this Agreement is applicable shall each receive during the week preceding the annual leave period and commencing in 1988 as an annual holiday bonus such moneys as are due and standing to their credit in terms of this Agreement as at 31 October 1989 as well as such moneys as are due and standing to their credit in terms of the previous Holiday Bonus Fund Agreement as at 31 October 1987. Thereafter they shall receive during the week preceding the commencement of the annual leave period in each succeeding year up to and including the week preceding the annual leave period commencing in 1990 the moneys due and standing to each employees' credit in terms of this Agreement as at 31 October in each respective year, and in relation to the period of application of this Agreement after 31 October 1990, such moneys as are due and standing to their credit in terms of this Agreement in respect of the balance of the period of application of this Agreement, and which moneys shall be paid to each of such employees in terms of subparagraph (b) hereof;

(b) in the event of no further Agreement being entered into with the Trade Union upon the expiry of this Agreement moneys due and standing to the credit of employees in terms of this Agreement shall be paid within two months of the expiry of this Agreement to each employee subject to the provisions of clause 7 hereof.

(7) *Forfeiture of benefits.*—Notwithstanding anything to the contrary contained in this Agreement, respective payments to an employee in terms of subclause (6) (a) hereof shall be forfeited and refunded to the employer or employers who had effected such payments if during any period preceding each annual leave period—

(a) such employee takes up employment with an employer who is not a member of the employers' organisation at any stage during the currency of this Agreement;

(b) sodanige werknemer werkloos is omdat daar nie geskikte werk by 'n lid van die werkgewersorganisasie verkrygbaar is nie en gevolglik, met die toestemming van die Raad, in diens tree van 'n werkgewer wat nie lid is van die werkgewersorganisasie en nie, binne twee maande na sodanige indienstreding by 'n werkgewer wat nie 'n lid is van die werkgewersorganisasie nie terugkeer na 'n lid van die werkgewersorganisasie en sodanige terugkeer moet voor of op 31 Oktober geskied.

[By die toepassing van hierdie subklousule beteken "Geskikte werk" werk wat deur 'n lid aanvaar word of wat —

(i) van 'n soortgelyke aard is as die werk wat die lid onmiddellik voor sy werkloosheid verrig het; en

(ii) waarvan die besoldiging minstens die gemiddelde maandelikse besoldiging is wat die lid van sy vorige werkgewer ontvang het gedurende die tydperk wat sy werkloosheid onmiddellik voorafgaan of die laaste drie maande van sodanige tydperk indien dit meer as drie maande is];

(c) 'n werknemer wat die nywerheid verlaat en gedurende die geldigheidsduur van hierdie Ooreenkoms terugkeer, maar nie diens aanvaar by 'n werkgewer wat 'n lid is van die werkgewersorganisasie nie.

(8) *Staking van bydraes.* — Ondanks enige andersduidende bepalinge in hierdie Ooreenkoms —

(a) in die geval van 'n werkstopsetting of produksievertraging op aandrang van die lede van die vakvereniging of sommige van sy lede, maar uitgesonderd 'n werkstopsetting of produksievertraging deur slegs 'n enkele lid van die vakvereniging, moet die werkgewersorganisasie die vakvereniging die geleentheid gee om te probeer om sy lede te weerhou van die voortsetting van hul optrede deur middel van 'n skriftelike versoek per geregistreerde pos aan die vakvereniging by sy amptelike adres en indien die vakvereniging weier of nie daarin slaag om 'n staking van die werkstopsetting of produksievertraging te bewerkstellig binne vier werkdade na die voorlegging van sodanige versoek nie, het die werkgewersorganisasie die reg om die bepalinge van hierdie klousule nietig te verklaar en in geval sodanige verklaring skriftelik, per geregistreerde pos aan die vakvereniging by sy amptelike adres gegee is, word die bepalinge van hierdie klousule geag behoorlik beëindig te wees;

(b) moet die reg om die beëindiging van hierdie klousule ingevolge paragraaf (a) hiervan te implementeer, geag 'n uitdruklike kontrakbepaling en diensvoorwaarde wat tussen die lede van die werkgewersorganisasie aan die een kant en die lede van die vakvereniging aan die ander kant, heers, te wees.

(9) *Uitsluitings.* — Niks in hierdie ooreenkoms verhoed 'n individuele werknemer om privaat met sy werkgewer oor 'n aanpassing in sy verdienste te onderhandel nie.

(10) *Vrywaring.* — Lede van die Fonds is nie aanspreeklik nie vir enige verlies wat gelyk word as gevolg van enige onbehoorlike belegging wat deur die administrateurs van die Fonds gemaak word of nalatigheid of bedrog van enige agent of werknemer wat by die administrateurs van die Fonds in diens is. Die werkgewersorganisasie moet deur die Fonds vergoed word vir enige koste wat deur hom aangegaan is as verweerder in 'n geding, hetsy siviël of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

(11) *Voorskrifte.* — Bydraes wat ingevolge subklousule (3) van hierdie klousule deur werkgewers tot die Fonds gemaak is en wat nie binne twee jaar vanaf die datum waarop sodanige gelde betaalbaar is, opgeëis word nie, word verbeur en teruggegee aan die werkgewer of werkgewers wat sodanige betalings gemaak het.

Namens die partye op hierdie 18de dag van Mei 1989 te Johannesburg onderteken.

M. C. GOCH,

Namens die Master Diamond Cutters Association of South Africa daartoe gemagtig.

R. RICH,

Namens die South African Diamond Workers' Union daartoe gemagtig.

M. C. GOGH/R. RICH,

Sekretaris van die Raad.

(b) such employee being unemployed for the reason that no suitable employment is procurable, with a member of the employers' organisation and with approval of the Council consequently takes up employment with an employer who is not a member of the employers' organisation and fails to return to employment with a member of the employers' organisation within two months of commencing employment with an employer who is not a member of the employers' organisation and such return not being later than 31 October;

[For the purpose of this subclause "Suitable Employment" means work which is accepted by a member or is work which —

(i) is of a similar designation to the work which was performed by the member immediately preceding his unemployment; and

(ii) is at a rate of remuneration which is not less than the average monthly remuneration earned by the member from his previous employer during the period immediately preceding his unemployment or the last three months of such period if it is in excess of three months];

(c) an employee leaves the Industry and he returns to the Industry during the currency of this Agreement, but does not take up employment with an employer who is a member of the employers' organisation.

(8) *Cessation of contributions.* — Notwithstanding anything to the contrary contained in this Agreement —

(a) in the event of a stoppage of work or production retardation at the instance of the members of the Trade Union or some of its members but excluding a work stoppage or production retardation by a single Trade Union member only, the employers' organisation shall afford the Trade Union an opportunity to have its members refrain from pursuing their action by way of written request to the Trade Union per registered post to its official address to such effect, and in the event of the Trade Union declining or failing to bring about a cessation of the work stoppage or production retardation in issue within four working days of the date of the submission of the said request, the employers' organisation shall have the right to declare the provisions of this clause to be terminated and in the event of such declaration having been duly given to the Trade Union in writing per registered post to its official address, the provisions of this clause shall be deemed to be duly terminated;

(b) the right to implement the termination of the provision of this clause as provided for in (a) hereof shall be deemed to constitute an express term of contract and condition of employment obtaining between the members of the employers' organisation on the one hand and the members of the Trade Union on the other.

(9) *Savings.* — Nothing contained in this Agreement shall be deemed to prevent an individual employee from negotiating privately with his employer in regard to an adjustment of his earnings.

(10) *Indemnity.* — Members of the Council shall not be liable to the Fund for any loss arising by reason of any improper investment made by the administrators of the Fund or negligence or fraud of any agent or employee who may be employed by the administrators of the Fund. The employers' organisation shall be reimbursed by the Fund for any liability incurred by it in defending any proceedings whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in its favour or in which it is acquitted.

(11) *Prescription.* — Contributions made to the Fund by employers, in terms of subclause (3) of this clause which remain unclaimed for a period of two years after the date upon which such moneys become due shall be forfeited and shall be returned to the employer or employers who had effected such payments.

Signed at Johannesburg for and on behalf of the parties this 18th day of May 1989.

M. C. GOCH,

Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

R. RICH,

Authorised on behalf of the South African Diamond Workers' Union.

M. C. GOCH/R. RICH,

Secretary of the Council.

No. R. 2462

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.—WYSIGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

E. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

SIEKTEBYSTANDSFONDSOOREENKOMS

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

Master Diamond Cutters' Association of South Africa

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

South African Diamond Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 578 van 22 Maart 1985 te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Diamantslypnywerheid betrokke is en deur alle werknemers in genoemde Nywerheid wat lede is van die vakvereniging terwyl hulle by lede van die werkgewersorganisasie in diens is.

(2) Ondanks subklousule (1) moet hierdie Ooreenkoms, wanneer 'n werknemer ophou om diamante te verwerk, steeds nagekom word deur genoemde werknemer en sy werkgewer solank as die werknemer lid bly van die vakvereniging en sy werkgewer lid bly van die werkgewersorganisasie.

(3) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op vakleerlinge wat lede van die vakvereniging is terwyl hulle by lede van die werkgewersorganisasie in diens is sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang klousule (3) deur die volgende:

"3. WOORDOMSKRYWING

Die omskrywings in die Raad se Hofooreenkoms is *mutatis mutandis* van toepassing op hierdie Ooreenkoms en die omskrywings in die reëls van die Fonds is van toepassing vir sover hulle betrekking het op die bepaling van die Fonds.

'Komitee' die Bestuurskomitee wat aangestel word ooreenkomstig die reëls van die konstitusie van die Vereniging;

No. R. 2462

10 November 1989

LABOUR RELATIONS ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—AMENDMENT OF SICK BENEFIT FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 January 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

SICK BENEFIT FUND AGREEMENT

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

Master Diamond Cutters' Association of South Africa

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

South African Diamond Workers' Union

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

being parties to the Industrial Council for the Diamond Cutting Industry of South Africa,

to amend the Agreement published under Government Notice No. R. 578 of 22 March 1985.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers who are members of the employers' organisation and who are engaged in the Diamond Cutting Industry and by all employees in the said Industry who are members of the trade union, whilst employed by a member of the employers' organisation.

(2) Notwithstanding the provisions of subclause (1), whenever an employee ceases to process diamonds, this Agreement shall continue to be observed by the said employee and his employer whilst the employee remains a member of the trade union and his employer remains a member of the employers' organisation.

(3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices who are members of the trade union whilst employed by a member of the employers' organisation, in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into, or any condition fixed thereunder.

2. CLAUSE 3.—DEFINITIONS

(1) Substitute the following for clause 3:

"3. DEFINITIONS

The definitions contained in the Council's Main Agreement shall apply *mutatis mutandis* to the provisions of this Agreement, and the definitions contained in the rules of the Fund shall apply in respect of the Fund in so far as they relate to the provisions of the Fund.

'Committee' means the Committee of Management appointed in terms of the constitution of the Society;

'Fonds' die mediese bystandvereniging of mediese hulpvereniging of siektebystandvereniging, na gelang van die geval, wat ingevolge die Wet op Mediese Skemas, Wet No. 72 van 1967, geregistreer is en waarop die Raad van tyd tot tyd op besluit;

'Hoofdooreenkoms' die Ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer word;

'lid' 'n persoon wat lid is van die vakvereniging wat bydra tot die Vereniging ten einde bystand ooreenkomstig die Vereniging se reëls, of vir homself of vir sy afhanklikes te verkry;

'verwerking van diamante' die merk, kloof, verdeling, saag, slyp, faset, poleer, met inbegrip van die set van diamante vir en die invoeg van diamante in enige soort hand of outomatiese poleer, slyp, kloof, groef of lasermasjien of die toesig hou daaroor;

'geregistreerde kantoor' die hoofkantoor van die Fonds;

'reëls' die reëls van die Fonds, en omvat dit die verordeninge, aanhangsels en ander bepalinge met betrekking tot die bystand wat betaalbaar is kragtens 'n besluit wat deur die Komitee aanvaar word;

'korttyd' 'n tydelike opskorting van werk of die inkorting van werke van 'n werknemer of 'n vakleerling soos toelaatbaar ingevolge die Hoofdooreenkoms en gedurende die geldigheidsduur daarvan;

'werkloosheid' of 'werkloos' wanneer 'n lid ophou om te werk weens diensbeëindiging as gevolg waarvan die lid werkloos is in die Diamantslypnywerheid watter tydperk van werkloosheid hoogstens ses maande van die datum van diensbeëindiging is."

3. KLOUSULE 4.—BYDRAES TOT DIE FONDS

Vervang klausule 4 deur die volgende:

"4. BYDRAES TOT DIE FONDS

(1) Behoudens subklausules (3) en (4) hiervan, is 'n lid se maandelike bydraes tot die Fonds 50 % (vyftig persent) van die bedrag verskuldig ten opsigte van die kategorie wat op hom van toepassing is ingevolge die skaal van sy maandelikse verdienste en kategorie wat op hom van toepassing is en in die bydraetabelle van die Fonds, soos van tyd tot tyd deur die Komitee besluit en behoorlik deur die Raad goedgekeur, uiteengesit is.

(2) 'n Lid moet uit sy verdienste ten opsigte van—

- (i) jaarlikse verlof;
- (ii) korttyd;
- (iii) militêre opleiding;
- (iv) tydperke van werkloosheid,

bydra.

(3) Die werkgever moet die bydraes ingevolge subklausule (2) (i), (ii) en (iii) hiervan maandeliks van 'n lid se besoldiging aftrek, 'n gelyke bedrag daarby voeg en die totale bedrag, voor of op die 7de dag van die maand waarop die bydraes betrekking het, saam met 'n staat in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word, aan die geregistreerde kantoor van die Fonds stuur.

(4) As die aanspreeklikheid van die werkgever ingevolge hierdie ooreenkoms eindig, moet die lid sy eie bydrae in subklausules (1) en (2) voorgeskryf en die werkgever se bydrae in subklausule (3) hiervan voorgeskryf, betaal."

4. Voeg die volgende nuwe klausules in:

"4bis. VOORTSETTING VAN DIE SIEKTEBYSTANDSFONDS VAN DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

Die Raad kan 'n kontrak aangaan met enige mediese bystands-, mediese hulp- of siektebystandvereniging of -skema, wat kragtens die Wet op Mediese Skemas, Wet No. 72 van 1967 geregistreer is, om die Siektebystandsfonds van die Diamantslypnywerheid van Suid-Afrika, hierna die 'Fonds' genoem, waarvoor daar in Goewermentkennisgewing No. R. 578 van 22 Maart 1985 voorsiening gemaak is om mediese hulpvoordele aan lede van die Fonds te verskaf.

4ter. VOORDELE

Die voordele uit die Fonds moet in ooreenstemming met die reëls van die fonds, soos van tyd tot tyd voorgeskryf, wees."

'Fund' means the medical benefit society or medical aid society or sick benefit society as the case may be, registered in terms of the Medical Schemes Act, Act No. 72 of 1967, decided upon by the Council from time to time as the case may be;

'Main Agreement' means the Agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

'member' means any person who is a member of the trade union who contributes to the Society in order to obtain benefits in terms of the Society's rules, either for himself or for his dependants;

'military training' means verified compulsory military service under the Defence Act, 1957;

'processing of diamonds' means marking, cleaving, dividing, sawing, cutting, faceting, polishing including setting of diamonds for and insertion of diamonds into any type of hand held or automatic polishing, cutting, cleaving, grooving or laser machine or the supervision thereof;

'registered office' means the head office of the Fund;

'rules' means the rules of the Fund and shall include the by-laws, annexures and other provisions relating to the benefits which may become payable in terms of a resolution adopted by the Committee;

'short-time' means a temporary suspension of work or the curtailment of the working hours of an employee or an apprentice as is permissible in terms of the Main Agreement and during the currency thereof;

'unemployment' or 'unemployed' means the cessation of the employment of a member owing to—termination of employment resulting in the member's unemployment in the Diamond Cutting Industry which period of unemployment shall not exceed a maximum period of six months as from date of termination of employment."

3. CLAUSE 4.—CONTRIBUTIONS TO THE FUND

Substitute the following for clause 4:

"4. CONTRIBUTIONS TO THE FUND

(1) Subject to subclauses (3) and (4) hereof, a member's monthly contributions to the Fund shall be 50 % (fifty per cent) of the amount due in respect of the category applicable to him according to the scale of monthly remuneration and category applicable to him set forth in the contributions tables of the Fund decided by the Committee from time to time and duly approved by the Council.

(2) A member shall contribute on his remuneration in respect of—

- (i) annual leave;
- (ii) short-time;
- (iii) military training;
- (iv) periods of unemployment.

(3) The contributions due in terms of subclause (2) (i), (ii) and (iii) thereof shall be deducted monthly by the employer from the member's remuneration to which the employer shall add a like amount, the total of which shall be forwarded by the employer to the registered office of the Fund to reach the Fund by not later than the seventh day of the month to which the contributions relate, together with a statement in the form prescribed by the Council from time to time.

(4) If the liability of the employer in terms of this Agreement should cease, the member shall pay his contribution prescribed in subclauses (1) and (2) hereof and the employer's contribution prescribed in subclause (3) hereof."

4. Insert the following new clauses:

"4bis. CONTINUATION OF SICK BENEFIT FUND FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

The Council may contract with any medical benefit, medical aid or sick benefit society or scheme, registered in terms of the Medical Schemes Act, Act No. 72 of 1967, to continue the Sick Benefit Fund for the Diamond Cutting Industry of South Africa, hereinafter referred to as "the Fund", provided for in terms of Government Notice No. R. 578 of 22 March 1985 to provide medical aid benefits to members of the Fund.

4ter. BENEFITS

The benefits payable by the Fund shall be in accordance with the rules of the Fund as prescribed from time to time."

5. KLOUSULE 5.—SPESIALE BEPALINGS

Vervang klousule 5 deur die volgende:

“5. SPESIALE BEPALINGS

“’n Kopie van die reëls van die Fonds en wysigings daarvan moet aan die Direkteur-Generaal: Mannekrag en aan die Raad gestuur word.”

6. KLOUSULE 6.—VRYSTELLINGS

Voeg die volgende subklousule (3) in:

“(3) In geval die Raad nie ’n staat is om tot ’n besluit te geraak oor ’n aansoek om vrystelling soos bedoel in subklousule (1) van hierdie klousule nie, moet die Raad ’n geskikte arbiter, wie se beslissing finaal en bindend sal wees, aanstel.”

Namens die partye op hierdie 18de dag van Mei 1989 te Johannesburg onderteken.

M. C. GOCH,

Gemagtig namens die Master Diamond Cutters' Association of South Africa.

R. RICH,

Gemagtig namens die South African Diamond Workers' Union.

M. C. GOCH/R. RICH,

Sekretaris van die Raad.

No. R. 2463

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956**DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.—WYSIGING VAN WERKLOOSHEIDSBYSTANDSFONDSOOREENKOMS**

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

E. VANDER M. LOUW,

Minister van Mannekrag.

BYLAE**NYWERHEIDSRaad VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA****WERKLOOSHEIDSBYSTANDSFONDSOOREENKOMS**

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

Master Diamond Cutters' Association of South Africa

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

South African Diamond Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1513 van 5 Augustus 1977, soos gewysig by Goewermentskennisgewing No. R. 1722 van 10 Augustus 1979, te wysig.

5. CLAUSE 5.—SPECIAL PROVISIONS

Substitute the following for clause 5:

“5. SPECIAL PROVISIONS

A copy of the rules of the Fund and any amendment thereto shall be lodged with the Director-General: Manpower and the Council.”

6. CLAUSE 6.—EXEMPTIONS

Insert the following subclause (3):

“(3) In the event of the Council not being able to reach a decision on an application for exemption as referred to in subclause (1) of this clause the Council shall appoint a suitable arbitrator whose decision shall be final and binding.”

Signed at Johannesburg for and on behalf of the parties this 18th day of May 1989.

M. C. GOCH,

Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

R. RICH,

Authorised on behalf of the South African Diamond Workers' Union.

M. C. GOCH/R. RICH,

Secretary of the Council.

No. R. 2463

10 November 1989

LABOUR RELATIONS ACT, 1956**DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—AMENDMENT OF UNEMPLOYMENT BENEFIT FUND AGREEMENT**

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 January 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

E. VANDER M. LOUW,

Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA****UNEMPLOYMENT BENEFIT FUND AGREEMENT**

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

Master Diamond Cutters' Association of South Africa

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

South African Diamond Workers' Union

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

being parties to the Industrial Council for the Diamond Cutting Industry of South Africa,

to amend the Agreement published under Government Notice No. R. 1513 of 5 August 1977, as amended by Government Notice No. R. 1722 of 10 August 1979.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Diamantslypnywerheid betrokke is en deur alle werknemers in genoemde Nywerheid wat lede is van die vakvereniging terwyl hulle by lede van die werkgewersorganisasie in diens is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op vakleerlinge wat lede van die vakvereniging is terwyl hulle by lede van die werkgewersorganisasie in diens is sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die inleidende paragraaf deur die volgende:

“Die omskrywings in die Raad se Hoof-ooreenkoms is *mutatis mutandis* van toepassing op hierdie Ooreenkoms. Waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel.”

(2) Skrap die volgende omskrywings:

“vakleerling”;

“gemiddelde dagloon”;

“Diamantslypnywerheid” of “Nywerheid”;

“bedryfsinrigting”;

“graad I-werknemer”;

“graad I-werk”;

“vakman”;

“besoldiging”;

“korttyd”.

(3) Voeg die volgende omskrywings in na die omskrywing van “Raad”:

“ ‘werknemer’ ’n werknemer wat diamante verwerk; en

‘werkgewer’ ’n werkgewer in die Diamantslypnywerheid wat ’n lid is van die werkgewersorganisasie;”.

(4) In die omskrywing van “lid”, vervang die uitdrukking “graad I-werknemer” deur die woord “werknemer”.

(5) Voeg die volgende omskrywing in na die omskrywing van “lid”:

“ ‘militêre opleiding’ bekragtigde, verpligte militêre diens ingevolge die Verdedigingswet, 1957; en

‘verwerking van diamante’ die merk, kloof, verdeling, saag, slyp, faset, poleer, met inbegrip van die set van diamante vir en die invoeg van diamante in enige soort hand of outomatiese poleer, slyp, kloof, groef of lasermasjien of die toesig hou daaroor;”.

(6) Voeg die volgende voorbehoedsbepaling by paragraaf (b) van “geskikte werk”:

“Met dien verstande dat vir die doel daarvan om nie ingevolge klousule 15 (5) vir bystand in aanmerking te kom nie, beteken geskikte werk ’n skriftelike werkaanbod van ’n lid van die organisasie, teen minstens 80 % van die besoldiging hierin bepaal, en waarvan ’n afskrif aan die Sekretaris van die Fonds gestuur is.”.

(7) Voeg die volgende omskrywing in na die omskrywing van “geskikte werk”:

“ ‘totale verdienste’ of ‘verdiens’ die totale bedrag wat weekliks, maandeliks of van tyd tot tyd aan ’n werknemer verskuldig is voortspruitend uit sy diens en sluit dit lone, lewenskostoelae, bonusse, vaste bonusse en betaling ten opsigte van korttyd in, maar uitgesonderd gratifikasies, en vir die doel van hierdie ooreenkoms beteken dit ook die totale verdienste per dag waarop ’n werknemer geregtig is, gebaseer op—

(a) die gemiddelde verdienste ten opsigte van dae gewerk in die maand voor die siekte; of

(b) die gemiddelde ten opsigte van dae gewerk in die drie maande voor die siekte,

naamlik die hoogste bedrag.”.

(8) In die omskrywing van “werkloosheid” of “werkloos”, vervang paragrafe “(a)” en “(b)” deur die volgende:

“(a) diensbeëindiging;

(b) militêre opleiding.”.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers who are members of the employers’ organisation and who are engaged in the Diamond Cutting Industry and by all employees in the said Industry who are members of the trade union, whilst employed by a member of the employers’ organisation.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices who are members of the trade union whilst employed by a member of the employers’ organisation, in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into, or any condition fixed thereunder.

2. CLAUSE 3.—DEFINITIONS

(1) Substitute the following for the introductory paragraph:

“The definitions contained in the Council’s Main Agreement shall *mutatis mutandis* apply to the provisions of this Agreement. Any reference to any act shall include any amendments thereto.”.

(2) Delete the following definitions;

“apprentice”;

“average daily rate”;

“Diamond Cutting Industry” or “Industry”;

“establishment”;

“Grade I employee”;

“Grade I work”;

“journeyman”;

“remuneration”.

“short-time”.

(3) Insert the following definitions after the definition of “Council”

“ ‘employee’ means an employee who is engaged in the processing of diamonds; and

‘employer’ means an employer in the Diamond Cutting Industry of South Africa who is a member of the employers’ organisation.”.

(4) In the definition of “member”, substitute the expression “an” for the expression “a Grade I”:

(5) Insert the following definition after the definition of “member”:

“ ‘military training’ means verified compulsory military service under the Defence Act, 1957; and

‘processing of diamonds’ means marking, cleaving, dividing, sawing, cutting, faceting, polishing including setting of diamonds for the insertion of diamonds into any type of hand held or automatic polishing, cutting, cleaving, grooving or laser machine or the supervision thereof;”.

(6) Add the following proviso to (b) of the definition of “suitable employment”:

“Provided that, for the purpose of disqualification of benefits in terms of clause 15 (5) of this Agreement, suitable employment means a written offer of employment by a member of the organisation, at a rate of remuneration not less than 80 % of the rate of remuneration stipulated herein, and of which offer a copy has been lodged with the Secretary of the Fund.”.

(7) Insert the following definition after the definition of “suitable employment”:

“ ‘total earnings’ or ‘earnings’ means the total amount due to an employee weekly, monthly or from time to time arising out of his employment, which shall include wages, cost of living allowance, bonuses, fixed bonuses, incentive bonuses and payment in respect of short-time, but excluding gratuities, and shall for the purpose of this Agreement also mean the rate of total earnings per day to which an employee is entitled based on—

(a) the average earnings in respect of days worked in the month prior to the unemployment; or

(b) the average earnings in respect of days worked in the three months prior to the unemployment, whichever is the most.”.

(8) In the definition of “unemployment” or “unemployed”, substitute the following for “(a)” and “(b)”:

“(a) termination of employment;

(b) military training.”

3. KLOUSULE 7.—PLIGTE EN FUNKSIES VAN DIE KOMITEE

In subklousule (6), vervang die uitdrukking "Sekretaris van Arbeid" deur die uitdrukking "Direkteur-generaal: Mannekrag".

4. KLOUSULE 11.—FINANSIES

(1) In subklousule (6), vervang die uitdrukking "Sekretaris van Arbeid" deur die uitdrukking "Direkteur-generaal: Mannekrag".

(2) Voeg die volgende by subklousule (7):

"Die aanspreeklikheid van die partye by die Fonds word beperk tot die bydraes soos bepaal in klousule 13 van hierdie Ooreenkoms."

5. KLOUSULE 12.—LIDMAATSKAP

Vervang subklousule (1) deur die volgende:

"(1) (a) Lidmaatskap is verpligtend vir alle werknemers en vakleerlinge wat in diens is van 'n lid van die werkgewersorganisasie en wat lede van die vakvereniging en bydraers tot die Fonds is:

(b) alle ander werknemers en vakleerlinge wat lede van die vakvereniging is terwyl hulle indiens is van 'n lid van die werkgewersorganisasie."

6. KLOUSULE 13.—BYDRAES

Vervang subklousules (1) en (2) deur die volgende:

"(1) (a) 'n Werknemer wie se verdienste minder as R1 000 (een duisend rand) per maand is moet R2 (twee rand) per maand en sy werkgewer moet R4 (vier rand) per maand ten opsigte van hom bydra; en

(b) 'n werknemer wie se verdienste R1 000 (een duisend rand) per maand of meer is, moet R3 (drie rand) per maand bydra, en sy werkgewer moet R6 (ses rand) per maand ten opsigte van hom bydra.

(2) Die werkgewer moet die lede se bydraes tesame met sy eie bydraes voor of op die 7de dag van die maand wat volg op die maand waarop die bydraes betrekking het, aan die kantoor van die Fonds stuur, tesame met 'n staat in die vorm wat die Raad voorskryf."

7. KLOUSULE 14.—BETALING VAN WERKLOOSHEIDSBYSTAND

Vervang subklousule (7) deur die volgende:

"(7) Werkloosheidsbystand word op die volgende basis betaal: 65 % (vyf-en-sestig persent) van 'n lid se totale verdienste per dag: Met dien verstande dat voordele betaalbaar aan lede ingevolge hiervan beperk is tot 'n totaal van 40 dae gedurende enige tydperk van 52 weke, beginnende op die eerste dag van die werkloosheid ten opsigte waarvan genoemde voordeel betaal is en behoudens klousule 15. Enige lid wat voordele ontvang het vir die maksimum tydperk waarvoor daar in hierdie klousule voorsiening gemaak word is nie gedurende die daaropvolgende tydperk van 52 weke op verdere voordele geregtig nie, tensy hy gedurende sodanige daaropvolgende tydperk minstens ses bydraes ingevolge klousule 13 (1) gemaak het."

8. KLOUSULE 15.—BEPERKING VAN BYSTAND

(1) Voeg die volgende in aan die einde van subklousule (5):

"of weier om skriftelike aanbiedinge van geskikte werk van drie werkgewers te aanvaar."

(2) In subklousule (7), skrap die uitdrukking "graad I" en vervang die uitdrukking "20" deur die uitdrukking "40 (veertig)".

Vir en namens die partye op hede die 22ste dag van Maart 1989 te Johannesburg onderteken.

M. C. GOCH,

Namens die Master Diamond Cutters' Association of Africa daartoe gemagtig.

R. RICH,

Namens die South African Diamond Workers' Union daartoe gemagtig.

M. C. GOCH/R. RICH,

Sekretaris van die Raad.

3. CLAUSE 7.—DUTIES AND FUNCTIONS OF THE COMMITTEE

In subclause (6), substitute the expression "Director-General: Manpower" for the expression "Secretary of Labour."

4. CLAUSE 11.—FINANCE

(1) In subclause (6), substitute the expression "Director-General: Manpower" for the expression "Secretary of Labour".

(2) Add the following to subclause (7):

"The liability of the parties to this Fund shall be limited to contributions as provided for in clause 13 of this Agreement."

5. CLAUSE 12.—MEMBERSHIP

Substitute the following for subclause (1):

"(1) (a) Membership shall be compulsory for employees and apprentices who, are employed by a member of the employers' organisation, and are members of the trade union and are contributors to the Fund;

(b) all other employees and apprentices who are members of the trade union whilst employed by a member of the employers' organisation."

6. CLAUSE 13.—CONTRIBUTIONS

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

"(1) (a) An employee who's earnings are less than R1 000 (one thousand rand) per month shall contribute R2 (two rand) per month, and his employer shall contribute R4 (four rand) per month in respect of him; and

(b) an employee who's earnings are R1 000 (one thousand rand) per month or more shall contribute R3 (three rand) per month, and his employer shall contribute R6 (six rand) per month in respect of him.

(2) Member's contributions together with the contributions of their employer shall be forwarded to the office of the Fund by the employer together with a statement in the form prescribed by the Council so as to reach the office of the Fund not later than the seventh day of the month following the month to which the contributions relate."

7. CLAUSE 14.—PAYMENT OF UNEMPLOYMENT BENEFITS

Substitute the following for subclause (7):

"(7) Unemployment benefits shall be paid on the following basis: 65 % (sixty-five per cent) of a member's total earnings per day: Provided that benefits payable to members in terms hereof shall be limited to a total of 40 days during any period of 52 weeks, commencing from the first day of unemployment in respect of which the said benefit is payable and subject to the provisions of clause 15. Any member who has received benefits for the maximum period provided for in this clause shall not be entitled to further benefits during the next ensuing period of 52 weeks unless, during such ensuing period, he has made at least six contributions to the Fund in terms of clause 13 (1)."

8. CLAUSE 15.—LIMITATION OF BENEFITS

(1) Insert the following at the end of subclause (5):

"or refuses to accept written offers of suitable employment from three employers."

(2) In subclause (7) substitute the expression "an" for the expression "Grade I" and the expression "40 (forty)" for the expression "20".

Signed at Johannesburg for and on behalf of the parties this 22nd day of March 1989.

M. C. GOCH,

Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

R. RICH,

Authorised on behalf of the South African Diamond Workers' Union.

M. C. GOCH/R. RICH,

Secretary of the Council.

No. R. 2464

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.—WYSIGING VAN SIEKTEBESOLDIGINGSFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

E. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

SIEKTEBESOLDIGINGSOOREENKOMS

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

Master Diamond Cutters' Association of South Africa

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

South African Diamond Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 1511 van 5 Augustus 1977, soos gewysig by Goewermenskennisgewings, Nos. R. 1720 van 10 Augustus 1979 en R. 687 van 27 Maart 1981, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Diamantslypnywerheid betrokke is en deur alle werknemers in genoemde Nywerheid wat lede is van die vakvereniging terwyl hulle by lede van die werkgewersorganisasie in diens is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op vakleerlinge wat lede van die vakvereniging is terwyl hulle by lede van die werkgewersorganisasie in diens is sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die inleidende paragraaf deur die volgende:

"Die omskrywings in die Raad se Hoof-ooreenkoms is *mutatis mutandis* van toepassing op hierdie Ooreenkoms. Waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel."

(2) Vervang die omskrywing van "bydraer" deur die volgende:

"'bydraer' 'n werkgewer wat 'n lid is van die werkgewersorganisasie en wat ingevolge klousule 13 (1) en (3) tot die Fonds moet bydra ten opsigte van elke werknemer in sy diens wat lid van die vakvereniging is;"

No. R. 2464

10 November 1989

LABOUR RELATIONS ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—AMENDMENT OF SICK PAY FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 January 1991 upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

E. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

SICK PAY FUND AGREEMENT

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

Master Diamond Cutters' Association of South Africa

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

South African Diamond Workers' Union

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

being parties to the Industrial Council for the Diamond Cutting Industry of South Africa,

to amend the Agreement published under Government Notice No. R. 1511 of 5 August 1977, as amended by Government Notices Nos. R. 1720 of 10 August 1979 and R. 687 of 27 March 1981.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers who are members of the employers' organisation and who are engaged in the Diamond Cutting Industry and by all employees in the said Industry who are members of the trade union, whilst employed by a member of the employers' organisation.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices who are members of the trade union whilst employed by a member of the employers' organisation, in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into, or any condition fixed thereunder.

2. CLAUSE 3.—DEFINITIONS

(1) Substitute the following for the introductory paragraph:

"The definitions contained in the Council's Main Agreement shall *mutatis mutandis* apply to the provisions of this Agreement. Any reference to any Act shall include any amendments thereto."

(2) Substitute the following for the definition of "contributor":

"'contributor' means an employer who is a member of the employers' organisation and who shall contribute to the Fund in terms of clause 13 (1) and (3) in respect of each employee employed by him who is a member of the trade union;"

(3) Skrap die volgende omskrywings:

"Diamantslypnywerheid" of "Nywerheid";
 "graad I-werknemer";
 "graad I-werk";
 "vakman";
 "besoldiging".

(4) Voeg die volgende omskrywing in na die omskrywing van "vervaldatum":

"'werknemer' 'n werknemer wat diamante verwerk;"

(5) Vervang die omskrywing van "lid" deur die volgende:

"'lid' 'n werknemer wat 'n lid van die vakvereniging is en wat ingevolge klousule 12 van hierdie Ooreenkoms verplig is om 'n lid van die Fonds te wees;"

(6) Voeg die volgende omskrywings in na die omskrywing van "lid":

"'militêre opleiding' bekragtigde, verpligte militêre diens ingevolge die Verdedigingswet, 1957;

'verwerking van diamante' die merk, kloof, verdeling saag, slyp, faset, poleer, met inbegrip van die set van diamante vir en die invoeg van diamante in enige soort hand of outomatiese poleer, slyp, kloof, groef of lasermasjien of die toesig hou daaroor;"

(7) Vervang die omskrywing van "totale verdienste" deur die volgende:

"'totale verdienste' of 'verdiens' die totale bedrag wat weekliks, maandeliks of van tyd tot tyd aan 'n werknemer verskuldig is voortspruitend uit sy diens en sluit dit lone, lewenskostetoelae, bonusse, vaste bonusse en betaling ten opsigte van korttyd in, maar uitgesonderd gratifikasies, en vir die doel van hierdie Ooreenkoms beteken dit ook die totale verdienste per dag waarop 'n werknemer geregtig is, gebaseer op—

(a) die gemiddelde verdienste ten opsigte van dae gewerk in die maand voor die siekte; of

(b) die gemiddelde ten opsigte van dae gewerk in die drie maande voor die siekte, naamlik die hoogste bedrag."

3. KLOUSULE 12.—LIDMAATSKAP

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

"(1) Lidmaatskap is verpligtend vir alle lede van die vakvereniging wat werknemers is wat in diens is van 'n lid van die werkgewersorganisasie."

(2) Voeg die volgende aan die einde van subklousule (3) in:

"of indien sy lidmaatskap van die vakvereniging beëindig word."

4. KLOUSULE 13.—BYDRAES

(1) Vervang subklousules (1) en (2) deur die volgende:

"(1) Die skaal van bydraes wat deur 'n bydraer betaalbaar is, is—

(a) R15 (vyftien rand) per maand ten opsigte van elke lid in sy diens wie se verdienste minder as R1 000 (eenduisend rand) per maand is; en

(b) R20 (twintig rand) per maand ten opsigte van elke lid in sy diens wie se verdienste R1 000 (eenduisend rand) per maand en meer is.

(2) Bydraes moet deur die werkgewer aan die Fonds gestuur word om die kantoor van die Fonds voor of op die 7de dag van die maand wat volg op die maand waarop die bydraes betrekking het, te bereik."

(2) In subklousule (4), vervang die uitdrukking "10de" deur die uitdrukking "sewende".

5. KLOUSULE 14.—BETALING VAN SIEKTE-BESOLDIGINGSBYSTAND

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

"(6) Indien en wanneer 'n lid wat met jaarlikse verlof of op openbare vakansiedae in die Hofooreenkoms bedoel, siek word en as sodanig deur 'n mediese beaampte sertifiseer is, mag genoemde lid by die Raad aansoek doen om die verlof of vakansiedae waarop hy geregtig is te verleng vir 'n tydperk deur die Raad vermeld en gedurende sodanige tydperk is hy geregtig op siektebesoldigingsbystand soos hierin bepaal."

(3) Delete the following definitions:

"Diamond Cutting Industry" or "Industry";
 "Grade I employee";
 "Grade I work";
 "journeyman";
 "remuneration".

(4) Insert the following definition after the definition of "due date":

"'employee' means an employee who is engaged in the processing of diamonds;"

(5) Substitute the following for the definition of "member":

"'member' means an employee who is a member of the trade union and for whom membership of the Fund is compulsory in terms of clause 12 of this Agreement;"

(6) Insert the following definitions after the definition of "member":

"'Military training' means verified compulsory military service under the Defence Act, 1957;

'processing of diamonds' means marking, cleaving, dividing, sawing, cutting, facetting, polishing including setting of diamonds for and insertion of diamonds into any type of hand held or automatic polishing, cutting, cleaving, grooving or lazer machine or supervision thereof;"

(7) Substitute the following definition for the definition of "total earnings":

"'total earnings' or 'earnings' means the total amount due to an employee weekly, monthly or from time to time arising out of his employment which shall include wages, cost of living allowances, bonuses, fixed bonuses, incentive bonuses and payment in respect of short-time, but excluding gratuities, and shall for the purpose of this Agreement also mean the rate of total earnings per day to which an employee is entitled based on—

(a) the average earnings in respect of days worked in the month prior to the illness; or

(b) the average earnings in respect of days worked in the three months prior to the illness, whichever is the most."

3. CLAUSE 12.—MEMBERSHIP

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

"(1) Membership shall be compulsory for all members of the trade union who are employees employed by a member of the employers' organisation."

(2) Insert the following at the end of subclause (3):

"or his membership of the trade union ceases."

4. CLAUSE 13.—CONTRIBUTIONS

(1) Substitute the following for subclauses (1) and (2):

"(1) The rate of contribution payable by a contributor shall be—

(a) R15 (fifteen rand) per month in respect of each member employed by him who's earnings are less than R1 000 (one thousand rand) per month; and

(b) R20 (twenty rand) per month in respect of each member employed by him who's earnings are R1 000 (one thousand rand) per month and more.

(2) Contributions shall be forwarded to the office of the Fund by the employer to be received by the office of the Fund not later than the 7th day of the month following the month to which the contributions relate."

(2) In subclause (4) substitute the expression "seventh" for the expression "10th".

5. CLAUSE 14.—PAYMENT OF SICK PAY BENEFITS

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

"(6) If and when a member who is absent on annual leave or the public holidays referred to in the Main Agreement and becomes sick and is certified as such by a medical officer, the said member may apply to the Council to have the due leave or holidays extended by a period specified by the Council and during such period he shall be entitled to claim sick pay benefits as provided herein."

(2) In subklousule (7) (b) (i), vervang die uitdrukking "50 % (vyftig persent)" deur die uitdrukking "60 % (sestig persent)".

(3) In subklousule (7) (b) (ii), vervang die uitdrukking "60 % (sestig persent)" deur die uitdrukking "70 % (sewentig persent)".

Namens die partye op hierdie 18de dag van Mei 1989 te Johannesburg onderteken.

M. C. GOCH,

Namens die Master Diamond Cutters' Association of South Africa daartoe gemagtig.

R. RICH,

Namens die South African Diamond Workers' Union daartoe gemagtig.

M. C. GOCH/R. RICH,

Sekretaris van die Raad.

(2) In subclause (7) (b) (i), substitute the expression "60 % (sixty per cent)" for the expression "50 % (fifty per cent)".

(3) In subclause (7) (b) (ii), substitute the expression "70 % (seventy per cent)" for the expression "60 % (sixty per cent)".

Signed at Johannesburg for and on behalf of the parties this 18th day of May 1989.

M. C. GOCH,

Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

R. RICH,

Authorised on behalf of the South African Diamond Workers' Union.

M. C. GOCH/R. RICH,

Secretary of the Council.

No. R. 2465

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YS-TER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAGTING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (d), 2, 3 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 genoemde Ooreenkoms gespesifiseer.

E. VAN DER M. LOUW,

Minister van Mannekrag.

Opmerking

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

Werkgewers wat nie lede is nie van enige van die werkgewersorganisasies wat partye by die bogemelde Ooreenkoms is, se aandag word daarop gevestig dat—

(a) daar ingevolge artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, by bogenoemde Nywerheidsraad aansoek gedoen kan word om vrystelling van almal of enige van die bepalings van 'n ooreenkoms wat deur die partye by die Raad aangegaan en wat ingevolge genoemde Wet bindend is; en

No. R. 2465

10 November 1989

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1990, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (d), 2, 3 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VAN DER M. LOUW,

Minister of Manpower.

Note

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

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder are invited to—

(a) the fact that they may in terms of section 51 (3) of the Labour Relations Act, 1956, apply for exemption to the above-mentioned Industrial Council from all or any of the provisions of an agreement entered into by the parties to the Council which is binding in terms of this Act; and

(b) artikel 51 (6) van genoemde Wet voorsiening maak dat enige persoon wat hom veronreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Mannekrag teen sodanige beslissing kan appelleer.

BYLAE

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

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
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
Gate and Fence Manufacturers' Association
Hand Tool Manufacturers' Association
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association

(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 S.A.
Engineering and Allied Workers' Union of South Africa
Engineering Industrial and Mining Workers' Union of South Africa
Iron Moulders' Society of South Africa
Metal and Allied Workers' Union of South Africa
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
Steel, Engineering and Allied Workers' Union of S.A.

(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.

(b) section 51 (6) of the aforementioned Act which provides for any person who feels aggrieved by any decision of the Council to appeal at any time to the Minister of Manpower against that decision.

SCHEDULE

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

MAIN AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
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
Gate and Fence Manufacturers' Association
Hand Tool Manufacturers' Association
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Workers' Trade Union of S.A.
Engineering and Allied Workers' Union of South Africa
Engineering Industrial and Mining Workers' Union of South Africa
Iron Moulders' Society of South Africa
Metal and Allied Workers' Union of South Africa
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
Steel, Engineering and Allied Workers' Union of S.A.

(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.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika, uitgesonder die hawe en nedersetting van Walvisbaai;

(b) in die provinsies Transvaal en Natal deur die afdeling van die Nywerheid betrokke by die installering, herstel en versiening van radio's, koelkaste en huishoudelike elektriese toestelle;

(c) in die landdrostrikte Die Kaap, Durban, Johannesburg, Oos-Londen, Pietersburg en Pinetown deur die afdeling van die Nywerheid betrokke by die vervaardiging van radio's;

(d) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

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

(a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(b) die vervaardiging, vir verkoop, van standaardsnelygereedskap gemaak van sneldraastaal deur middel van installasies en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrostrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;

(c) die vervaardiging van aluminiumplaat en/of -foelie en werksaamhede wat in verband daarmee staan;

(d) die installering en/of herstel en/of onderhoud van elektriese hysers en roltrappe;

(e) die produksie van yster en/of staal en/of ysterlegerings;

(f) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van hierdie Ooreenkoms in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(g) die vervaardiging van wolframkarbied (harde metaal);

(h) die monteer, versiening, installering, onderhoud en/of herstel van instrumente, uitrusting, masjiene, toestelle en apparaat, hetsy dit van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik in rekeningkunde en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;

(i) die Nywerheid vir die Vervaardiging van Hortjieblindes en Verwante Produkte in die provinsie Transvaal;

(j) die installering en/of herstel van diefstal- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëring en/of drukvormgiëring en/of warmers en/of masjienering;

(l) die onderneming van die firma Union Steel Corporation of South Africa (Pty) Limited in die landdrostrikte Vereeniging, Transvaal;

(m) die Slotmakerybedryf in die landdrostrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;

(n) die produksie, vir verkoop, van sweiselektrodes deur middel van masjienerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrostrikte Brits, Germiston, Kempton Park en Pretoria.

(o) die onderneming van Alusaf (Pty) Ltd in die landdrostrikte Lower Umfolozi;

(p) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte van hoogstens 2 108 mm van—

(aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;

(ab) deksels vir bottels, flesses en ander houers;

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoonette;

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(2) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) in the Provinces, of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;

(c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;

(d) by all employers and employees who are members of the employers' organisations and trade unions respectively.

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

(a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

(b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(c) the manufacture of aluminium sheet and/or foil and inter-related operations;

(d) the installation and/or repair and/or maintenance of electrical lifts and escalators;

(e) the production of iron and/or steel and/or ferro-alloys;

(f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of this Agreement in the Provinces of the Cape of Good Hope and the Orange Free State;

(g) the manufacture of tungsten carbide (hard metal);

(h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;

(j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;

(k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;

(l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;

(m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;

(n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

(o) the undertaking of Alusaf (Pty) Ltd, in the Magisterial District of Lower Umfolozi;

(p) (i) the manufacture by mass production methods from sheet-metal of a gauge not exceeding 2 108 mm of—

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

(ii) die vervaardiging van gewone of gelitografeerde, vaste en/of voubare buise uit nie-ysterhoudende metaalklompe. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houër.

(Vir die toepassing van subparagrafe (i) en (ii) beteken "n houër" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppie of ander soort prop toegemaak kan word.);

(q) die vervaardiging uit tinplaat met 'n dikte van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

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

(a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en

(b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

(4) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin gelys—

(a) is die klousules aangaande Verlofbesoldiging, Addisionele Verlofbesoldiging en Verlofbonus in Deel I van hierdie Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan of meer is as dié wat in hierdie Ooreenkoms van tyd tot tyd voorgeskryf word vir Loon D-werknemers, hetsy weekliks of maandeliks besoldig, maar uitgesonderd betaling vir oortydwerk;

(b) mag niemand wat regstreeks werksaam is in 'n vervaardigings- of produksieproses 'n loon ontvang wat minder is as die loon soos in Deel II van hierdie Ooreenkoms van tyd tot tyd vir 'n Loon I-werknemer voorgeskryf nie.

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

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

(6) Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms moet alle—

werknemers in diens op werk ten opsigte waarvan die loontarif in die Ooreenkoms gelys is teen Tarif I, en

werk ten opsigte waarvan die loontarif in die Ooreenkoms gelys is teen Tarif I,

geag word werknemers en/of werk, na gelang van die geval, te wees waarvoor die loontarif in die Ooreenkoms gelys is teen Tarif H.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1990 of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Klousules 8 (3), 8bis, 23 en 28 van Deel I van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 1329 van 27 Junie 1980, soos gewysig, verleng en herbekragtig deur Goewermenskennisgewings Nos. R. 295 van 20 Februarie 1981, R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 922 van 11 Mei 1984, R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984, R. 222 van 8 Februarie 1985, R. 1577 van 19 Julie 1985, R. 997 van 23 Mei 1986, R. 1744 van 22 Augustus 1986, R. 1567 van 14 Julie 1987, R. 1568 van 17 Julie 1987, R. 2455 van 30 Oktober 1987, R. 2545 van 13 Desember 1988, R. 1327 van 23 Junie 1989 en R. 1328 van 23 Junie 1989 (hierna die Vorige Ooreenkoms genoem), is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousules 3 tot en met 8 (2), 8 (4) tot en met 22, 24 tot en met 27, 29 tot en met 37 (soos gewysig deur klousule 13 hieronder) van Deel I, en Deel II van die Vorige Ooreenkoms (soos van tyd tot tyd gewysig en herbekragtig) is van toepassing op werkgewers en werknemers.

(ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" means a container.

(For the purposes of subparagraphs (i) and (ii), a "container" means a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure.);

(q) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.

(3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled—

(a) the provisions of the section relating to Leave Pay, Additional Leave Pay and Leave Bonus of Part I of this Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

(b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

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

(5) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement except in respect of working hours, which shall be a maximum of 48 hours per week.

(6) With effect from the date of coming into operation of this Agreement all—

employees employed on work for which the rate of pay is scheduled in the Agreement at Rate I, and

work for which the rate of pay is scheduled in the Agreement at Rate I

shall be deemed to be employees and/or work, as the case may be, for which the rate of pay is scheduled in the Agreement at Rate H.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 Junie 1990 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in sections 8 (3), 8bis, 23 and 28 of Part I of the Agreement published under Government Notice No. R. 1329 of 27 June 1980, as amended, extended and re-enacted by Government Notices Nos. R. 295 of 20 February 1981, R. 880 of 1 May 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 June 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983, R. 922 of 11 May 1984, R. 1329 of 29 June 1984, R. 2092 of 21 September 1984, R. 222 of 8 February 1985, R. 1577 of 19 July 1985, R. 997 of 23 May 1986, R. 1744 of 22 August 1986, R. 1567 of 14 July 1987, R. 1568 of 17 July 1987, R. 2455 of 30 October 1987, R. 2545 of 13 December 1988, R. 1327 of 23 June 1989 and R. 1328 of 23 June 1989 (hereinafter referred to as the Former Agreement), shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 8 (2) inclusive, 8 (4) to 22 inclusive, 24 to 27 inclusive, 29 to 37 (as amended by clause 13 hereunder) inclusive, of Part I, and Part II of the Former Agreement (as amended and re-enacted from time to time) shall apply to employers and employees.

5. KLOUSULE 3.—WOORDOMSKRYWING

(1) In die omskrywing van "Streek D", vervang die uitdrukking "... of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;" deur die uitdrukking "... of Eerste Verdieping, Pearsonstraat 30, Sentraal, Port Elizabeth, 6001;"

(2) In die omskrywing van "Streek E", vervang die uitdrukking "... of Amaleng", De Villiersstraat 8, Johannesburg, 2001;" deur die uitdrukking "... of Atkinsongebou, Von Brandisstraat 3, Johannesburg, 2001;"

6. KLOUSULE 6.—SKOFWERK

(1) In hierdie klousule, vervang die uitdrukkings "6 persent" en "12 persent", oral waar hulle voorkom deur onderskeidelik die uitdrukkings "7,5 persent" en "15 persent".

7. KLOUSULE 12.—VERLOFBESOLDIGING

In subklousule 3 (a), vervang die syfers "287" en "238" deur onderskeidelik die syfers "283" en "234".

8. KLOUSULE 13.—ADDISIONELE VERLOFBESOLDIGING

Vervang subklousule (2) deur die volgende:

"(2) Wanneer die werkgewer en die werknemer tot die ooreenkoms geraak het soos in subklousule (1) (ii) bepaal en die werknemer vir drie sodanige ekstra weke verlof met besoldiging (hierna die opgehoopte verlof met besoldiging genoem) gekwalifiseer het, moet die werkgewer die opgehoopte verlof met besoldiging toestaan en moet die werknemer dit neem wanneer die verlof met besoldiging wat in klousule 12 (3) van hierdie Deel van hierdie Ooreenkoms bedoel word, toegestaan word en hy dit neem; tensy, soos wel mag gebeur, die werkgewer en die werknemer ooreenkoms dat die opgehoopte verlof met besoldiging op 'n ander tyd geneem word, in welke geval die werkgewer die werknemer in staat moet stel om die opgehoopte verlof met besoldiging te neem in die tydperk voordat hy weer vir verlof met besoldiging kwalifiseer. Indien die werknemer versuim om die opgehoopte verlof met besoldiging binne sodanige tydperk te neem, moet die werkgewer, wanneer die werknemer weer met verlof met besoldiging gaan kragtens klousule 12 (3), die waarde-ekwivalent van die opgehoopte verlof aan die werknemer uitbetaal, waarna sy reg daarop verval."

9. KLOUSULE 14.—VERLOFBONUS

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

"(i):

A- tot H-loonkategorieë	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of latere verlofsiklus
A en A1	R 1 167	R 1 264	R 1 410	R 1 620
AA Eerste ses maande	983	1 065	1 188	1 365
Daarna	1 038	1 124	1 254	1 441
AB	925	1 002	1 118	1 285
B	883	957	1 067	1 227
C	841	911	1 016	1 168
D	807	875	975	1 121
DD	702	761	848	975
DDD	640	694	774	889
E	602	653	728	837
F	559	605	675	776
G	524	567	633	727
H	500	541	604	694

5. SECTION 3.—DEFINITIONS

(1) In the definition of "Region D", substitute the expression "... First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;" for the expression "... or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;"

(2) In the definition of "Region E", substitute the expression "... Atkinson House, 3 Von Brandis Street, Johannesburg, 2001;" for the expression "Amaleng", 8 De Villiers Street, Johannesburg, 2001;"

6. SECTION 6.—SHIFT WORK

(1) In this section, substitute the expressions "7.5 per cent" and "15 per cent" for the expressions "6 per cent" and "12 per cent", wherever they occur.

7. SECTION 12.—LEAVE PAY

In subsection 3 (a), substitute the figures "283" and "234" for the figures "287" and "238" respectively.

8. SECTION 13.—ADDITIONAL LEAVE PAY

Substitute the following for subsection (2):

"(2) Whenever the employer and the employee come to the arrangement provided for in subsection (1) (ii) and the employee has qualified for three such extra weeks' paid leave (hereinafter referred to as the accumulated paid leave), the employer shall grant and the employee shall take the accumulated paid leave when he is given and takes the paid leave provided for in section 12 (3) of this Part of this Agreement, unless, as may be, the employer and the employee agree to the accumulated paid leave being taken at a different time, in which case the employer shall enable the employee to take the accumulated paid leave in the period before he next qualifies for paid leave. Should the employee fail to take the accumulated paid leave with such period, the employer shall, upon the employee proceeding on the next paid leave in terms of section 12 (3), pay out the equivalent value of the accumulated leave to the employee, whereupon his title thereto shall cease."

9. SECTION 14.—LEAVE BONUS

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

"(i):

A to H wage categories	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
A and A1	R 1 167	R 1 264	R 1 410	R 1 620
AA First 6 months	983	1 065	1 188	1 365
Thereafter	1 038	1 124	1 254	1 441
AB	925	1 002	1 118	1 285
B	883	957	1 067	1 227
C	841	911	1 016	1 168
D	807	875	975	1 121
DD	702	761	848	975
DDD	640	694	774	889
E	602	653	728	837
F	559	605	675	776
G	524	567	633	727
H	500	541	604	694

(ii):

Bylae F-loonkategorie	Eerste verlosiklus	Tweede verlosiklus	Derde verlosiklus	Vierde of latere verlosiklus
	R	R	R	R
Z	1 167	1 264	1 410	1 620
Y	878	951	1 060	1 219
IX	813	881	982	1 129
VIII	775	840	936	1 076
VII	734	795	887	1 020
VI	696	754	841	967
V	660	715	797	916
IV	622	674	752	864
III	591	640	714	821
II	562	608	679	780
I	535	580	646	743

(iii):

Werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms voorgeskryf word vir Loon D-werknemers of wat besoldig word teen minstens R1 121,25 per maand, uitgesonder betaling vir oortydwerk	Eerste verlosiklus	Tweede verlosiklus	Derde verlosiklus	Vierde of latere verlosiklus
	R	R	R	R
Waar die werknemer se loonskaal hoogstens 830,5 sent per uur is.....	983	1 065	1 188	1 365
Waar die werknemer se loonskaal 831 sent per uur of meer is.....	1 167	1 264	1 410	1 620

(iv) Vakleerlinge:

	R
Eerste verlosiklus	468
Tweede verlosiklus	569
Derde verlosiklus	775
Vierde verlosiklus	1 459

(v) Voertuigdrywers:

	Eerste verlosiklus	Tweede verlosiklus	Derde verlosiklus	Vierde of latere verlosiklus
	R	R	R	R
Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag van tot en met 1 000 kg te vervoer en 'n kragaaangedrewe vrachtkar dryf wat beheer word vanaf die voertuig deur die operateur	569	616	687	790

(ii):

Schedule F wage categories	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
	R	R	R	R
Z	1 167	1 264	1 410	1 620
Y	878	951	1 060	1 219
IX	813	881	982	1 129
VIII	775	840	936	1 076
VII	734	795	887	1 020
VI	696	754	841	967
V	660	715	797	916
IV	622	674	752	864
III	591	640	714	821
II	562	608	679	780
I	535	580	646	743

(iii):

Employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for Rate D employees or paid at a rate of not less than R1 121,25 per month, excluding payment for overtime	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
	R	R	R	R
Where the employee's wage rate does not exceed 830,5 cph	983	1 065	1 188	1 365
Where the employee's wage rate is 831 cph or more	1 167	1 264	1 410	1 620

(iv) Apprentices:

	R
First leave cycle	468
Second leave cycle	569
Third leave cycle	775
Fourth leave cycle	1 459

(v) Vehicle drivers:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
	R	R	R	R
Driving of any vehicle authorised to carry a pay-load of up to and including 1 000 kg and forklift driving of power operated forklift controlled from on board by the operator. .	569	616	687	790

	Eerste verlos-siklus	Tweede verlos-siklus	Derde verlos-siklus	Vierde of latere siklus
Meer as 1 000 en tot en met 3 000 kg.....	R 585	R 634	R 707	R 813
Meer as 3 000 kg en tot en met 4 500 kg.....	675	732	816	938
Meer as 4 500 kg en tot en met 6 500 kg.....	712	771	860	989
Meer as 6 500 kg.....	723	783	874	1 004

(vi) Stuktuuringsingenieurswese:

Loonkategorieë	Minimum loon per uur	Eerste verlos-siklus	Tweede verlos-siklus	Derde verlos-siklus	Vierde verlos-siklus
Kategorie 5.....	R 8,31	R 1 167	R 1 264	R 1 410	R 1 620
Kategorie 4.....	7,23	1 015	1 100	1 227	1 410
Kategorie 3.....	5,87	824	893	996	1 145
Kategorie 2.....	4,51	633	686	765	879
Kategorie 1.....	3,56	500	541	604	694
Kategorie 1 (a)	3,18	446	—	—	—

10. KLOUSULE 15.—JAARLIKSE SLUITING

(1) In subklausule (5), nommer die bestaande paragraaf as paragraaf "(a)" en voeg die volgende nuwe paragraaf "(b)" in:

"(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms is 'n werknemer wat alle beskikbare skofte gewerk het vanaf die eerste dag na die vorige jaarlikse sluiting tot en met die laaste skof wat die huidige jaarlikse sluiting voorafgaan, geregtig op volle besoldiging en verlofbonus, soos bepaal in hierdie Ooreenkoms: Met dien verstande dat vir die toepassing van hierdie subklausule alle skofte wat nie werklik gewerk is nie maar ten opsigte waarvan die werknemer geregtig is op krediet ten opsigte van verlofwalifikasie kragtens hierdie Ooreenkoms, moet tel as skofte wat werklik gewerk is."

11. KLOUSULE 29.—TOELAE VIR BESERINGS OP DIENS

In subklausule (1), skrap die uitdrukking "... van klausule 15 (4) (b) ..." waar dit verskyn in die tweede laaste reël na die woord "klausule".

12. KLOUSULE 34.—SIEKTEVERLOF MET BESOLDIGING

(1) Skrap subklausule "(4)" en hernommer subklausules "(5)" en "(6)" om te lui "(4)" en "(5)" onderskeidelik.

(2) Voeg die volgende in as paragraaf (e) van subklausule (5):

"(e) in ontvangs is van siektebystandbetaling ingevolge die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid se Siektebystandfondsooreenkoms soos in werking is van tyd tot tyd of van enige ander siektebystandskema wat in werking is as gevolg van 'n vrystelling van daardie Ooreenkoms."

13. KLOUSULE 37.—BYWONINGSBONUS

Vervang klausule 37 deur die volgende:

"37. LOS VERLOF

Benewens ander verlof waarvoor in hierdie Ooreenkoms voorsiening gemaak word, moet werknemers een dag addisionele betaalde verlof per jaar toegestaan word wat geneem moet word op 'n dag onderling ooreengekom tussen die werkgever en die werknemer."

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
Over 1 000 kg and up to 3 000 kg.....	R 585	R 634	R 707	R 813
Over 3 000 kg up to 4 500 kg.....	675	732	816	938
Over 4 500 kg up to 6 500 kg.....	712	771	860	989
Over 6 500 kg.....	723	783	874	1 004

(vi) Structural Engineering:

Wage categories	Minimum rate per hour	First leave cycle	Second leave cycle	Third leave cycle	Fourth leave cycle
Category 5.....	R 8,31	R 1 167	R 1 264	R 1 410	R 1 620
Category 4.....	7,23	1 015	1 100	1 227	1 410
Category 3.....	5,87	824	893	996	1 145
Category 2.....	4,51	633	686	765	879
Category 1.....	3,56	500	541	604	694
Category 1 (a)	3,18	446	—	—	—

10. SECTION 15.—ANNUAL SHUT-DOWN

(1) In subsection (5), number the existing paragraph as paragraph "(a)" and insert the following new paragraph as paragraph "(b)":

"(b) Notwithstanding anything to the contrary contained in this Agreement, any employee who actually worked all available shifts during the period from the first day after the previous year's annual shut-down up to and including the last shift preceding the current shut-down shall be entitled to full pay and leave bonus as provided for in this Agreement: Provided that for the purposes of this subsection, all shifts not actually worked but for which an employee is entitled to credit towards his/her leave qualification in terms of this Agreement shall be counted as shifts actually worked."

11. SECTION 29.—INJURY ON DUTY ALLOWANCE

In subsection (1), delete the expression "... of section 15 (4) (b) ..." where it appears in the third last line after the word "provisions".

12. SECTION 34.—PAID SICK LEAVE

(1) Delete subsection "(4)", and re-number subsections "(5)" and "(6)" as subsections "(4)" and "(5)" respectively.

(2) Add the following as paragraph (e) of subsection (5):

"(e) is in receipt of sick pay in terms of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund Agreement in operation from time to time or from any other sick pay scheme operating by virtue of any exemption from that Agreement."

13. SECTION 37.—ATTENDANCE BONUS

Substitute the following for section 37:

"37. CASUAL LEAVE

In addition to other leave provided for in terms of this Agreement, employees shall be granted one day's additional paid leave per year to be taken on a day to be mutually agreed upon between the employer and the employee."

DEEL II

14. KLOUSULE 1.—LONE EN/OF VERDIENSTE

Vervang subklousule (1) deur die volgende:

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

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

Klas werk	Bedrag per uur
	c
Loon A en A1	111
Loon AA	111
Loon AA— werknemers met minder as ses maande ononderbroke diens op bogenoemde datum	101
Loon AB	92
Loon B	81
Loon C	74
Loon D	73
Loon DD	73
Loon DDD	73
Loon E	67
Loon F	64
Loon G	60
Loon H	56
Vakleerlinge	
Eerste jaar	41
Tweede jaar	46
Derde jaar	56
Vierde jaar	92

BYLAEG

	Bedrag per uur
	c
Item 155:	
Eerste drie maande ondervinding	63
Tweede drie maande ondervinding	67
Item 166 (Voertuie dryf):	
Enige voertuig dryf wat gelisensieer is om 'n loon- vrag van tot en met 1 000 kg te vervoer en 'n krag- aangedrewe vorkhefswa dryf wat beheer word van- af die voertuig deur die operateur	65
Meer as 1 000 kg tot en met 3 000 kg	66
Meer as 3 000 kg tot en met 4 500 kg	73
Meer as 4 500 kg tot en met 6 500	74
Meer as 6 500 kg	75
Item 191 (a):	
Eerste jaar ondervinding	79
Daarna	80
Item 191 (b):	
Eerste jaar ondervinding	72
Daarna	73

PART II

14. SECTION 1.—WAGES AND/OR EARNINGS

Substitute the following for subsection (1):

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

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

Class of work	Amount per hour
	c
Rate A and A1	111
Rate AA	111
Rate AA—employees with less than six months of con- tinuous service at the above date	101
Rate AB	92
Rate B	81
Rate C	74
Rate D	73
Rate DD	73
Rate DDD	73
Rate E	67
Rate F	64
Rate G	60
Rate H	56
Apprentices	
First year	41
Second year	46
Third year	56
Fourth year	92

SCHEDULE G

	Amount per hour
	c
Job 155:	
First three months of experience	63
Second three months of experience	67
Job 166 (Vehicle driving):	
Driving of any vehicle authorised to carry a pay-load of up to and including 1 000 kg and forklift driving of power operated forklift controlled from on board by the operator	65
Over 1 000 kg and up to 3 000 kg	66
Over 3 000 kg and up to 4 500 kg	73
Over 4 500 kg and up to 6 500	74
Over 6 500 kg	75
Job 191 (a):	
First year of experience	79
Thereafter	80
Job 191 (b):	
First year of experience	72
Thereafter	73

(d) Struktuuringenieurswese:

Kategorieë	Bedrag per uur c
5	111
4	89
3	74
2	57
1	56
1 (a)	56

BYLAE D

	Bedrag per uur c
Afdeling D/4	
Item 1:	
Eerste ses maande ondervinding	57
Tweede ses maande ondervinding	73
Derde ses maande ondervinding	73
Vierde ses maande ondervinding	73

Afdeling D/12: *Proeftydperke en loontariewe daarvoor***LOON B**

Nuwelinge:

Eerste twee maande	72
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LOON C

Nuwelinge:

Eerste twee maande	72
--------------------------	----

LOON D

Nuwelinge:

Eerste twee maande	72
--------------------------	----

Afdeling D/19:

Item 32:

Eerste jaar ondervinding	105
Tweede jaar ondervinding	110

Item 34:

Eerste ses maande ondervinding	60
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Item 35:

Eerste ses maande ondervinding	60
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Afdeling D/22:

Items 71 en 101 tot en met 108	73
Items 109 tot en met 121	60
Items 122 tot en met 133	54

Afdeling D/23: Voetnota by "Proeftydperke en lone daarvoor":

LOON DDD

Nuwelinge by Loon DDD	62
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LOON E

Nuwelinge by Loon E	53
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Afdeling D/24: Item 5

BYLAE E

Afdeling E/2, Item 21:

Eerste ses maande ondervinding	86
Tweede ses maande ondervinding	95
Derde ses maande ondervinding	100
Vierde ses maande ondervinding	104

BYLAE F

Groep Z	111
Groep Y	77
Groep IX	71
Groep VIII	68
Groep VII	64
Groep VI	61
Groep V	58
Groep IV	56
Groep III	56
Groep II	56
Groep I	56

(d) Structural engineering:

Category	Amount per hour c
5	111
4	89
3	74
2	57
1	56
1 (a)	56

SCHEDULE D

	Amount per hour c
Division D/4	
Job 1:	
First six months' experience	57
Second six months' experience	73
Third six months' experience	73
Fourth six months' experience	73

Division D/12: *Probationary periods and rates of pay therefor***RATE B**

Newcomers:

First two months	72
------------------------	----

RATE C

Newcomers:

First two months	72
------------------------	----

RATE D

Newcomers:

First two months	72
------------------------	----

Division D/19:

Job 32:

First year of experience	105
Second year experience	110

Job 34:

First six months experience	60
-----------------------------------	----

Job 35:

First six months experience	60
-----------------------------------	----

Division D/22:

Jobs 71 and 101 to 108 inclusive	73
Jobs 109 to 121 inclusive	60
Jobs 122 to 133 inclusive	54

Division D/23: Footnote to "Probationary periods and rates of pay therefor":

RATE DDD

Newcomers to Rate DDD	62
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RATE E

Newcomers to Rate E	53
---------------------------	----

Division D/24: Job 5

SCHEDULE E

Division E/2, Job 21:

First six months experience	86
Second six months experience	95
Third six months experience	100
Fourth six months experience	104

SCHEDULE F

Group Z	111
Group Y	77
Group IX	71
Group VIII	68
Group VII	64
Group VI	61
Group V	58
Group IV	56
Group III	56
Group II	56
Group I	56

Met dien verstande dat—

(i) die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk, verminder kan word met die bedrag van 'n verhoging wat op of na 1 Julie 1989 aan sodanige werknemer toegestaan is:

(Met dien verstande dat 'n werknemer aan wie geen verhoging of slegs 'n gedeelte van die voorgeskrewe verhoging op of na 1 Julie 1989 toegestaan was binne 12 weke vanaf die datum van inwerking-treding van hierdie Ooreenkoms, 'n besoldiging moet ontvang soos volg bereken:

Bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit	MINUS (WAAR VAN TOEPASSING)	Bedrag per uur van enige verhoging toegestaan aan die werknemer op of na 1 Julie 1989
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vermenigvuldig met die aantal ure wat die betrokke werknemer geregtig was op betaling van sy loon vir die tydperk vanaf die begin van sy eerste kof op of na 1 Julie 1989 tot die eerste skof ten opsigte waarvan die bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit, betaal is of die datum van inwerking-treding van hierdie Ooreenkoms, naamlik die laaste.)

(ii) 'n werknemer wat na 1 Julie 1989 in diens geneem is teen 'n tarief van besoldiging van minstens die tarief van besoldiging wat vir sy klas werk voorgeskryf is op die datum van inwerking-treding van hierdie Ooreenkoms nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;

(iii) 'n werkgever wat die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1989 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, nie mag verminder nie, en aan 'n werknemer nie 'n loon teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

(iv) vir die uitvoering van hierdie Ooreenkoms die loon wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing is op werknemers wat 'aansporingsbonuswerk' ingevolge klousule 10 van Deel I van die Vorige Ooreenkoms verrig;

(v) 'n werkgever wat voornemens is om algemene verhogings aan alle werknemers of alle werknemers in 'n spesifieke kategorie werknemers toe te staan wat hoër is as die gewaarborgde persoonlike minimum verhoging waarvoor in hierdie Ooreenkoms voorsiening gemaak word, oorleg moet pleeg met die vakverenigings waarvan die spesifieke betrokke werknemers lede is.

Waar 'n werkgever, na sodanige oorlegpleging, verhogings toestaan wat hoër is as dié waarvoor in hierdie Ooreenkoms voorsiening gemaak word, moet die Nywerheidsraad van sodanige verhogings verwittig word.

(c) (i) Die oogmerke van die partye wat onderhandel het oor die loonstruktuur, soos in die gelyste tariewe in hierdie Ooreenkoms uiteengesit, is dat dié loonstruktuur oor 'n tydperk nog verder aangepas moet word om 'n meer gereelde differensiële opklimming tussen die loonskale te reflekteer om sodoende onreëlmatighede in die loonstruktuur reg te stel. Die onderhandelings, soos in hierdie klousule bedoel, moet in sodanige konteks gesien word.

(ii) Wanneer onderhandelings op individuele, werkgeversvlak vrywilliglik tussen 'n werkgever en die vakvereniging/vakverenigings aangekoop word om die bedrae soos hierbo genoem aan te pas met die doel om onreëlmatighede in die loonstruktuur in sodanige bedryfsinrigting reg te stel, soos bedoel in (c) (i) maak die saak waaroor onderhandel word nie deel van hierdie Ooreenkoms uit nie. Enige sodanige loonwysigingsooreenkoms deur die partye aangegaan moet deur hulle onderteken word en na die relevante Streekraad gestuur word vir monitering en administrasie. Enige dispuut wat as gevolg van sodanige onderhandelings op fabrieks-vlak nie bygelê kan word nie, moet ooreenkomstig die Raad se dispuutbeslegtingsprosedures gehanteer word. Enige vertolking van hierdie klousule moet in ooreenstemming wees met die bedoe-ling hierbo genoem.

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 1989:

(Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1989 shall be remunerated by the payment of an amount within 12 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work prescribed above	LESS IF ANY	Amount per hour of any increase granted to the employee on or after 1 July 1989
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multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 1989 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later.)

(ii) any employee who was engaged after 1 July 1989 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in the subsection for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1989, and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for the purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on 'Incentive bonus work' in terms of section 10 of Part I of the Former Agreement;

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

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

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

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

15. BYLAE G

(1) In item 155, vervang die syfers "449" en "477" deur onderskeidelik die syfers "512" en "544".

(2) In item 166, vervang die syfers "340", "351", "408", "433", en "440", deur onderskeidelik die syfers "405", "417", "481", "507", en "515".

(3) In item 191 (a) vervang die syfers "541", en "546" deur onderskeidelik die syfers "620", en "626".

(4) In item 191 (b), vervang die syfers "462", en "504" deur onderskeidelik die syfers "534", en "575".

(5) In seksie (d), "Struktuuringenieurswese", vervang die bestaande uurlikse loontariewe soos aangeteken teenoor die kategorie-opskrifte "Instrumentsasiewerk", "Touwerk", "Meganiese en Algemene Struktuurwerk", "Elektriese Werk" en "Sweiswerk" deur die volgende:

"Kategorie"	Loonskaal per uur
	R
5	8,31
4	7,23
3	5,87
2	4,51
1	3,56
1 (a)	3,18".

16. BYLAE D

(1) In Afdeling D/4, in item 1, vervang die syfers "307", "385", "457", en "484" deur onderskeidelik die syfers "364", "458", "530", en "557".

(2) In Afdeling D/12, onder die opskrif "Proeftydperke en loontariewe daarvoor", vervang die syfer "443" deur die syfer "515".

(3) In Afdeling D/19—

(a) in item 32, vervang die syfers "610", en "650" deur onderskeidelik die syfers "715", en "760";

(b) in items 34 en 35, vervang die syfer "311" deur die syfer "371".

(4) In Afdeling D/22—

(a) in items 71 en 101 tot en met 105, vervang die syfer "471" deur die syfer "544";

(b) in items 106 tot en met 108, vervang die syfer "385" deur die syfer "458";

(c) in items 109 tot en met 121, vervang die syfer "315" deur die syfer "375";

(d) in items 122 tot en met 133, vervang die syfer "303" deur die syfer "357".

(5) In Afdeling D/23, onder die opskrif "Proeftydperke en loonskaal daarvoor", vervang die syfers "321" en "296" deur onderskeidelik die syfers "383" en "349".

(6) In Afdeling D/24, in item 5, vervang die syfer "471" deur die syfer "543".

17. BYLAE E

In Afdeling E/2, in item 21, vervang die syfers "556", "576", "593", "609" en "628" deur onderskeidelik die syfers "642", "671", "693", "713", en "739".

18. BYLAE F

In Bylae F—

(1) in Groep Z, vervang die syfer "7,29" deur die syfer "8,31";

(2) in Groep Y, vervang die syfer "5,48" deur die syfer "6,25";

(3) in Groep IX, vervang die syfer "5,08" deur die syfer "5,79";

(4) in Groep VIII, vervang die syfer "4,84" deur die syfer "5,52";

(5) in Groep VII, vervang die syfer "4,59" deur die syfer "5,23";

(6) in Groep VI, vervang die syfer "4,35" deur die syfer "4,96";

(7) in Groep V, vervang die syfer "4,12" deur die syfer "4,70";

(8) in Groep IV, vervang die syfer "3,89" deur die syfer "4,43";

(9) in Groep III, vervang die syfer "3,67" deur die syfer "4,21";

(10) in Groep II, vervang die syfer "3,46" deur die syfer "4,00";

(11) in Groep I, vervang die syfer "3,27" deur die syfer "3,81".

15. SCHEDULE G

(1) In Job 155, substitute the figures "512" and "544" for the figures "449" and "477" respectively.

(2) In Job 166, substitute the figures "405", "417", "481", "507", and "515" for the figures "340", "351", "408", "433" and "440" respectively.

(3) In Job 191 (a) substitute the figures "620" and "626" for the figures "541" and "546" respectively.

(4) In Job 191 (b), substitute the figures "534" and "575" for the figures "462" and "504" respectively.

(5) In section (d), "Structural engineering", substitute the following for the existing hourly wage rates as specified against the category headings "Instrumentation Work", "Rigging", "Mechanical and General Structural Work", "Electrical Work" and "Welding":

"Category"	Wage rate per hour
	R
5	8,31
4	7,23
3	5,87
2	4,51
1	3,56
1 (a)	3,18".

16. SCHEDULE D

(1) In Division D/4, in Job 1, substitute the figures "364", "458", "530", and "557" for the figures "307", "385", "457" and "484" respectively.

(2) In Division D/12, under the heading "Probationary periods and rates of pay therefor", substitute the figure "515" for the figure "443".

(3) In Division D/19—

(a) in Job 32, substitute the figures "715" and "760" for the figures "610" and "650" respectively;

(b) in Jobs 34 and 35, substitute the figure "371" for the figure "311".

(4) In Division D/22—

(a) in Jobs 71 and 101 to 105 inclusive, substitute the figure "544" for the figure "471";

(b) in Jobs 106 to 108 inclusive, substitute the figure "458" for the figure "385";

(c) in Jobs 109 to 121 inclusive, substitute the figure "375" for the figure "315";

(d) in Jobs 122 to 133 inclusive, substitute the figure "357" for the figure "303".

(5) In Division D/23, under the heading "Probationary periods and rates of pay therefor", substitute the figures "383" and "349" for the figures "321" and "296" respectively.

(6) In Division D/24, in Job 5, substitute the figure "543" for the figure "471".

17. SCHEDULE E

In Division E/2, in Job 21, substitute the figures "642", "671", "693", "713" and "739" for the figures "556", "576", "593", "609" and "628" respectively.

18. SCHEDULE F

In Schedule F—

(1) in Group Z, substitute the figure "8,31" for the figure "7,29";

(2) in Group Y, substitute the figure "6,25" for the figure "5,48";

(3) in Group IX, substitute the figure "5,79" for the figure "5,08";

(4) in Group VIII, substitute the figure "5,52" for the figure "4,84";

(5) in Group VII, substitute the figure "5,23" for the figure "4,59";

(6) in Group VI, substitute the figure "4,96" for the figure "4,35";

(7) in Group V, substitute the figure "4,70" for the figure "4,12";

(8) in Group IV, substitute the figure "4,43" for the figure "3,89";

(9) in Group III, substitute the figure "4,21" for the figure "3,67";

(10) in Group II, substitute the figure "4,00" for the figure "3,46";

(11) in Group I, substitute the figure "3,81" for the figure "3,27".

19. KLOUSULE 2.—LOONTABEL

Vervang die bestaande tabel deur die volgende:

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

	Loon per uur
	R
Loon A en A1	8,31
Loon AA	7,39
Werknemers met minder as ses maande ononderbroke diens by dieselfde werkgever	7,00
Loon AB	6,59
Loon B	6,29
Loon C	5,99
Loon D	5,75
Loon DD	5,00
Loon DDD	4,56
Loon E	4,29
Loon F	3,98
Loon G	3,73
Loon H	3,56
<i>Vakleerlinge</i>	
Eerste jaar	3,33
Tweede jaar	3,74
Derde jaar	4,57
Vierde jaar	7,48"

Namens die partye op hede die 15de dag van Augustus 1989 te Johannesburg onderteken.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

20. BYLAAG

(1) Vervang die bestaande opskrif van klousule 5 deur die volgende nuwe opskrif: "Prosedure vir die beslegting van klagtes wat betrekking het op bewerings van Rassediskriminasie, Geslagsdiskriminasie, Geweld en Intimidasie".

(2) Aan die begin van die derde reël van subklousule (a), vervang die woord "diskriminasie" deur die woorde "of geslagsdiskriminasie".

(3) In die eerste reël van subklousule (l), vervang die woord "rasse-diskriminasie" deur die woorde "rasse- of geslagsdiskriminasie".

No. R. 2466

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956**INTREKKING VAN GOEWERMENTS-KENNISGEWINGS****YSTER-, STAAL-, INGENIEURS- EN METAL-LURGIESE NYWERHEID.—SIEKTEBYSTANDS-FONDSOOREENKOMS**

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermetskennisgewings Nos. R. 998 van 23 Mei 1986, R. 2232 van 24 Oktober 1986, R. 1847 van 28 Augustus 1987, R. 1231 van 24 Junie 1988 en R. 375 van 3 Maart 1989 in met ingang van die tweede Maandag van die datum van publikasie van hierdie kennisgewing.

E. VAN DER M. LOUW,
Minister van Mannekrag.

19. SECTION 2.—TABLE OF WAGE RATES

Substitute the following for the existing table:

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

	Rate per hour
	R
Rates A and A1	8,31
Rate AA	7,39
Employees with less than six months continuous employment with the same employer	7,00
Rate AB	6,59
Rate B	6,29
Rate C	5,99
Rate D	5,75
Rate DD	5,00
Rate DDD	4,56
Rate E	4,29
Rate F	3,98
Rate G	3,73
Rate H	3,56

Apprentices

First year	3,33
Second year	3,74
Third year	4,57
Fourth year	7,48"

Signed at Johannesburg, for and on behalf of the parties, this 15th day of August 1989.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

20. ANNEXURE

(1) Substitute the following heading for the existing heading to section 5: "Procedure for Settling Complaints relating to Allegations of Racial Discrimination, Sexual Discrimination, Violence and Intimidation".

(2) In the second line of subsection (a), after the word "racial", insert the words "or sexual".

(3) In the first line of subsection (l), after the word "racial", insert the words "or sexual".

No. R. 2466

10 November 1989

LABOUR RELATIONS ACT, 1956**CANCELLATION OF GOVERNMENT NOTICES****IRON, STEEL, ENGINEERING AND METAL-LURGICAL INDUSTRY.—AGREEMENT FOR SICK PAY FUND**

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 998 of 23 May 1986, R. 2232 of 24 October 1986, R. 1847 of 28 August 1987, R. 1231 of 24 June 1988 and R. 375 of 3 March 1989, with effect from the second Monday after the date of publication of this notice.

E. VAN DER M. LOUW,
Minister of Manpower.

No. R. 2467

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van drie jaar vanaf die datum van inwerkingtreding van hierdie Ooreenkoms eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en (b), 2, 6 (1) (a), 7 (2) (a) en 15 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van drie jaar vanaf die datum van inwerkingtreding van hierdie Ooreenkoms 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 genoemde Ooreenkoms gespesifiseer.

E. VANDER M. LOUW,
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
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' 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
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 Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' 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

No. R. 2467

10 November 1989

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AGREEMENT FOR SICK PAY FUND

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and (b), 2, 6 (1) (a), 7 (2) (a) and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for a period of three years from the date of coming into operation of this Agreement, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VANDER M. LOUW,
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 Engineer's Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
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
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 Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' 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
 Steel, Engineering and Allied Workers' Union of South Africa

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai—

(a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is;

(b) werknemers in diens van werkgewers kragtens paragraaf (a) op 31 Julie 1989 wat op daardie datum lede van en deelnemers was in Skema B van die Siektebystandfonds kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2032 van 9 Oktober 1980, soos gewysig en verleng, en wat, hoewel hulle kwalifiseer vir lidmaatskap van 'n vakvereniging wat 'n party is by hierdie Ooreenkoms, hulle nie lede van sodanige vakvereniging(s) is nie, terwyl hulle in die diens van dieselfde werkgewer bly.

(2) Hierdie Ooreenkoms is nie op die volgende persone van toepassing nie:

(a) Werknemers in diens geneem op of na 1 Augustus 1989 deur die werkgewers in subklousule (1) (a) bedoel wat, hoewel hulle kwalifiseer vir lidmaatskap van 'n vakvereniging wat 'n party by die Ooreenkoms is, nie lede van so 'n vakvereniging is nie; en

(b) werknemers, uitgesonderd dié in diens by die werkgewers in subklousule (1) bedoel.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir 'n tydperk van drie jaar vanaf die datum van inwerkingtreding van hierdie Ooreenkoms of vir dié tydperk wat die Minister bepaal.

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
 Steel, Engineering and Allied Workers' Union of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Iron, Steel, Engineering and Metallurgical Industries throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay by—

(a) all employers and employees who are members of the employers' organisations and trade unions respectively;

(b) employees in the employment of employers under paragraph (a) as at 31 July 1989 who were on that date members of and participants in Scheme B of the Sick Pay Fund in terms of the Agreement as published under Government Notice No. R. 2032 of 9 October 1980, as amended and extended, and who, whilst being eligible to become members of a trade union which is a party to this Agreement, are not members of such a trade union, whilst they continue in the service of the same employer.

(2) The terms of this Agreement shall not apply to the following persons:

(a) Employees engaged on or after 1 August 1989 by the employers referred to in subsection (1) (a) who, whilst being eligible to become members of a trade union which is a party to this Agreement, are not members of such a trade union; and

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for a period of three years from the date of coming into operation of this Agreement or for such period as may be determined by the Minister.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die samehang, beteken —

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“Ooreenkoms/te” of “Nywerheidsooreenkoms/te” enige loonooreenkoms in werking in die nywerhede, met inbegrip van enige latere ooreenkomste en/of verlengings en/of wysigings daarvan;

“vakleerling” ’n werknemer wat diens doen ingevolge ’n skriftelike leerlingskontrak wat deur die Raad erken word of ’n leerlingskontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is;

“Raad” die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

“werkgewer” ’n werkgewer soos omskryf in die Wet op Arbeidsverhoudinge van wie daar vereis word om hierdie Ooreenkoms na te kom; (d.w.s. ’n werkgewer wat lid is van ’n werkgeversorganisasie wat ’n party by hierdie Ooreenkoms is);

“bedryfsinrigting” ’n perseel waarin of waarop die Nywerheid, of ’n gedeelte daarvan, soos hierin omskryf, uitgeoefen word;

“Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;

“Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede” of “Nywerhede” (behoudens die bepalinge van die Afbakeningsvasstellings gemaak kragtens artikel 76 van die Wet), die Nywerhede betrokke by die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metaal (uitgesonderd edelmetale) en/of legerings uit metaalskuiem en/of afval en/of residu's; die onderhoud, fabrisering, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd ’n motorvoertuig) of artikel wat hoofsaaklik uit metaal (uitgesonderd edelmetale) bestaan of onderdele of komponente daarvan en struktuurmetaalwerk, met inbegrip van staalwapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metaal (uitgesonderd edelmetale) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, afbik en/of afklop en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word, en omvat dit ook die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en Plastieknywerheid, maar nie die Motornywerheid nie;

“Elektrotegniese Ingenieursnywerheid” —

(a) die vervaardiging en/of montering, uit onderdele, van elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrummente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhittings-, kook-, bevrings- en verkoelingsuitrusting, transformators, oond-uitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat dit die vervaardiging van onderdele van voornoemde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo bedoel, in die provinsies Transvaal en Natal (uitgesonderd enige gedeelte van die gebied wat in die grondgebied van selfregerende KwaZulu val), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie;

“Elektrotegniese Aannemingsnywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir een van of al die volgende:

(a) Die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat ’n integrerende en permanente deel van geboue of bouwerke uitmaak, met inbegrip van alle bedrading, kabellêwerk en kabellêwerk en die konstruksie van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context —

“Act” means the Labour Relations Act, 1956;

“Agreement/s” or “Industrial Agreement/s” means any wage agreement operative in the industries, including any such agreements and/or any extensions and/or amendments thereof;

“apprentice” means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Manpower Training Act, 1981;

“Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

“employer” means an employer as defined in the Labour Relations Act who is required to observe this Agreement (i.e. an employer who is a member of an employers' organisation which is a party to this Agreement);

“establishment” means any premises wherein or whereon the Industries, or part thereof, as herein defined, is carried on;

“Executive Committee” means the Executive Committee of the Council appointed in terms of its constitution;

“Iron, Steel, Engineering and Metallurgical Industries” or “Industries” means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Act) the Industries concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals), and/or alloys from dross and/or scrap and/or residues: the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry, but does not include the Motor Industry;

“Electrical Engineering Industry” means —

(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 in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry;

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

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

(b) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die doel waarvoor die gebou of bouwerk gebruik word, met inbegrip van alle bedrading, kabellaswerk en kabellêwerk en die konstruksie van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;

(c) die ontwerp, voorbereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat verband hou met die konstruksie, verbouing, herstel en onderhoud van geboue of bouwerke, met inbegrip van alle bedrading, kabellaswerk en kabellêwerk en die konstruksie van elektriese oorhoofse lyne, en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig of die materiaal voorberei word op die terrein van die gebou of bouwerk of elders;

"Hyser- en Roltrapnywerheid" die vervaardiging en/of inmeekaarsit en/of installering en/of herstel van elektriese hysers en roltrappe;

"Hoofoorcenkoms" die Ooreenkoms gepubliseer by Goewermentskennissgewing No. R. 1329 van 27 Junie 1980 of enige latere ooreenkoms, en sluit dit alle wysigings of verlengings daarvan in;

"Motornywerheid" die Motornywerheid soos omskryf in die Hoofoorcenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid gepubliseer by Goewermentskennissgewing No. R. 1329 van 27 Junie 1980;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik uit plastiek, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekplaatmateriaal gemaak word, naamlik klere, sakke en handsakke, stewels, skoene, oorskoene, stoffeeroortreksels en hortjieblindings van plastiek;

"plastiek" enigeen van die groep materiale wat 'n organiese stof met 'n groot molekulêre massa as 'n noodsaaklike bestanddeel bevat of daaruit bestaan en wat, hoewel dit in die afgewerkte stadium solied is, in die een of ander stadium gedurende die vervaardiging daarvan geforseer is of geforseer kan word, d.w.s. gegiet, gekalandeer, uitgedruk of in verskillende vorms gegiet is of gegiet kan word deur middel van vloeiing, gewoonlik deur die toediening, hetsy alleen of gesamentlik, van hitte en druk;

"edelmetale" die edelmetale goud, silwer, platinum en/of palladium en/of enige legering wat genoemde edelmetale of enigeen daarvan in sodanige verhouding tot 'n ander metaal bevat dat dit die grootste gedeelte van die waarde van sodanige legering uitmaak;

"Streekraad" 'n komitee wat as sodanig deur die Raad aangestel is ingevolge sy konstitusie;

"Streek A" die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurancegebou, Heerengracht, Strandgebied, Kaapstad, 8001;

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

"Streek C" die provinsie Natal, en ten opsigte van hierdie bepaalde gebied is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agtste Verdieping, Poyntongebou, hoek van Gardiner en Pinestraat, Durban, 4001;

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

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

"Lift and Escalator Industry" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

"Main Agreement" means the Agreement published under Government Notice No. R. 1329 of 27 June 1980 or any succeeding agreement, and includes any amendment or extension thereto;

"Motor Industry" means the Motor Industry as defined in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industries published under Government Notice R. 1329 of 27 June 1980;

"Plastics Industry" means the manufacture of articles or parts or articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic venetian blinds;

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

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metal to be the greater part of the value of such alloy;

"Regional Council" means any committee appointed as such by the Council in terms of its constitution;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuil's River, Ladismith (C.P.), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

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

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Eighth Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;

"Streek D" [behoudens klousule 7 (4) (e) van hierdie Ooreenkoms] die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudsthoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Eerste Verdieping, Pearsonstraat 30, Sentraal, Port Elizabeth, 6001;

"Streek E" [behoudens klousule 7 (4) (c) van hierdie Ooreenkoms] die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrosdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of Atkinsongebou, Von Brandisstraat 3, Johannesburg, 2001;

"Streek F" [behoudens klousule 7 (4) (c) van hierdie Ooreenkoms] die provinsie die Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Parys en Sasolburg, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Nood-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiagebou, Bokstraat 22, Welkom, 9460;

"weeklikse loon" —

(a) die gewone weeklikse loon van 'n werknemer, met die veronderstelling dat 'n volle week gewerk word, maar uitgesonderd toelaes en betaling vir oortydwerk; of

(b) ten opsigte van maandelikse besoldigde werknemers, die maandelikse besoldiging, uitgesonderd toelaes en betaling vir oortydwerk, gedeel deur vier en een derde.

4. VOORTSETTING VAN SIEKTEBYSTANDSFONDS

(1) Die Siektebystandsfonds van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (hierna die "Siektebystandsfonds" of die "fonds" genoem), oorspronklik gepubliseer by Goewermentskennisgewing No. 1798 van 9 September 1955, word hierby voortgesit.

(2) Skema A en Skema B van die Fonds soos gepubliseer by Goewermentskennisgewing No. R. 6 van 6 Januarie 1978 word hierby geamalgameer.

(3) Die Fonds bestaan uit —

(a) alle geld en bates in die krediet van Skema A en Skema B op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) alle bydraes wat werkgewers en lede ooreenkomstig klousule 7 van hierdie Ooreenkoms inbetaal;

(c) alle rente verkry uit beleggings van geld van die Fonds; en

(d) alle ander geld waarop die Fonds geregtig word.

5. DOELSTELLINGS

Die doelstellings met die Fonds is om bystand te verskaf soos in klousule 8 van hierdie Ooreenkoms voorgeskryf.

6. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir —

(a) alle werknemers in diens in enigeen van die klasse werk gelys in enige Ooreenkoms in werking in die Nywerhede, met inbegrip van vakleerling en werknemers in diens in werkprosesse, wat lede is van die vakverenigings wat partye by hierdie Ooreenkoms is;

"Region D" [subject to the provisions of section 7 (4) (c) of this Agreement], means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudsthoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or First Floor, 30 Pearston Street, Central, Port Elizabeth, 6001;

"Region E" [subject to the provisions of section 7 (4) (c) of this Agreement], means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or Atkinson House, 3 Von Brandis Street, Johannesburg, 2001;

"Region F" [subject to the provisions of section 7 (4) (c) of this Agreement], means the Province of the Orange Free State, excluding the Magisterial District of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460;

"weekly wage" shall mean —

(a) the normal weekly wage of an employee assuming a full week is worked, but excluding allowances and payment for overtime; or

(b) for monthly paid employees, the monthly remuneration, excluding allowances and payment of overtime, divided by four and one-third.

4. CONTINUATION OF SICK PAY FUND

(1) The National Industry Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund (hereinafter referred to as the "Sick Pay Fund" or the "Fund"), originally published under Government Notice No. 1798 of 9 September 1955, is hereby continued.

(2) Scheme A and Scheme B of the Fund as published under Government Notice No. R. 6 of 6 January 1978 are hereby amalgamated.

(3) The Fund shall consist of —

(a) all moneys and assets standing to the credit of Scheme A and Scheme B as at the date of coming into operation of this Agreement;

(b) all contributions paid by employers and members in accordance with section 7 of this Agreement;

(c) all interest derived from the investment of any moneys of the Fund; and

(d) any other moneys to which the Fund may become entitled.

5. OBJECTS

The objects of the Fund shall be to provide benefits as prescribed in section 8 of this Agreement.

6. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for —

(a) all employees employed on any of the classes of work scheduled in any Agreement operative in the Industries, including apprentices and employees employed in operative processes, who are members of trade unions which are parties to this Agreement;

(b) werknemers, soos in (a) hierbo, wat nie lede is van vakverenigings wat partye by hierdie Ooreenkoms is nie maar wat, op 31 Julie 1989, lede was van Skema B van die Siektebystandsfonds soos per die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2032 van 9 Oktober 1980 en wat tesame met hul werkgevers bygedra het tot sodanige skema, terwyl hulle in diens van dieselfde werkgever bly. Waar sodanige werknemers die diens van die betrokke werkgever verlaat en diens aanvaar by 'n ander werkgever in die Nywerhede, moet hulle nie hertoegelaat word tot lidmaatskap nie tensy hulle lede is van enigen van die vakverenigings wat partye by hierdie Ooreenkoms is.

(2) Ondanks (1) hierbo, kan 'n werkgever ten opsigte van sy werknemers wat in die Nywerhede werksaam is en wie se lone nie gespesifiseer word in enige Ooreenkoms in werking in die Nywerhede nie, ongeag of hulle weekliks of maandeliks besoldig word, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigen van hulle) ooreenkomstig klousule 7 aan te neem, mits daar onderling in dier voege ooreengekom is. By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van sodanige werkgever te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgever en werknemers van toepassing en moet deur hulle nagekom word asof dit kragtens klousule 1 op hulle van toepassing gemaak is.

7. BYDRAES

(1) Vanaf 1 September 1989 moet bydraes gemaak word deur werknemers en werkgevers wat binne die bepalings van hierdie Ooreenkoms val, soos hieronder uiteengesit.

(2) Bydraes tot hierdie Fonds moet elke week deur die werkgever afgetrek word van die besoldiging van 'n werknemer, insluitende weke (of gedeeltes daarvan) waartydens 'n werknemer met verlof met besoldiging of siekteverlof met besoldiging kragtens klousule 34 van die Hoof-ooreenkoms of kragtens die siekteverlofbepalings van enige ander Ooreenkoms is, teen 'n koers van 0,1 persent van die weeklikse loon van elke werknemer—

(a) wat 'n lid is van 'n vakvereniging wat 'n party is by hierdie Ooreenkoms en wie se vakverenigingsledegeld—

(i) afgetrek word soos bepaal in klousule 8 (3) van die Hoof-ooreenkoms; of

(ii) deur die lid self regstreeks aan die vakvereniging betaal word en die werkgever diensooreenkomstig in kennis gestel is;

(b) wat nie 'n lid is van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is nie maar wat binne die bepalings van klousule 6 (1) (b) val;

(c) wat as 'n lid van hierdie Fonds toegelaat is kragtens klousule 6 (2).

(3) By die bedrae wat ingevolge subklousule (2), afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die volle som vir elke maand aan die Raad stuur, saam met 'n staat in dié vorm, wat van tyd tot tyd voorgeskryf word. Ondanks hierdie klousule, stel versuim aan die kant van die werkgever om die werknemerbydraes af te trek, soos van hom vereis word, die werkgever nie vry van die verpligting om die totale bedrag van die werknemers se bydraes en sy eie bydrae by die Raad in te dien nie.

(4) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet maandeliks voor of op die 15de dag van die maand wat onmiddellik daarop volg, soos volg aan die Raad gestuur word:

(a) Elke werkgever in Streek A aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurancegebou, Heerengracht, Strandgebied, Kaapstad, 8001;

(b) elke werkgever in Streek C aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agtste Verdieping, Poyntongebou, hoek van Gardiner- en Pinestraat, Durban, 4001;

(c) elke werkgever in Streek B, en Streek D, en Streek E, en Streek F, aan: Die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Sentrale Fondsinvoeringskantoor), Posbus 6589, Johannesburg, 2000, of "Amaleng", De Villiersstraat 8, Johannesburg, 2001.

(b) employees, as in (a) above, who are not members of trade unions which are parties to this Agreement but who were, on 31 July 1989, members of Scheme B of the Sick Pay Fund as per Agreement published under Government Notice No. R. 2032 of 9 October 1980 and contributed, together with their employers, to such Scheme, whilst they remain in the service of the same employer. Where such employees leave the service of the employer concerned and take up employment with another employer in the Industries they shall not be re-admitted to membership unless they are members of the trade unions which are parties to this Agreement.

(2) Notwithstanding (1) above, an employer may, in respect of his employees employed in the Industries whose wages are not specified in any Agreement operative in the Industries, whether paid weekly or monthly by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of section 7. Upon receipt of such application, the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by section 1.

7. CONTRIBUTIONS

(1) As from 1 September 1989, contributions shall be made by employees and employers falling within the provisions of this Agreement as prescribed hereunder.

(2) Contributions to this Fund shall each week be deducted by the employer from the wages of an employee, including weeks (or part thereof) in which an employee is on paid leave or on paid sick leave under section 34 of the Main Agreement or under the sick leave provisions of any other Agreement, at the rate of 0,1 per cent of the weekly wage of each employee—

(a) who is a member of a trade union which is a party to this Agreement, and whose trade union membership contributions are—

(i) deducted as provided for in section 8 (3) of the Main Agreement; or

(ii) paid direct to the trade union by the member himself and the employer has been advised accordingly;

(b) who is not a member of a trade union which is a party to this Agreement but who falls within the provisions of section 6 (1) (b);

(c) who has been admitted as a member of this Fund under the provisions of section 6 (2).

(3) To the amounts deducted in terms of subsections (2), the employer shall add an equal amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed. notwithstanding the provisions of this section, failure on the part of the employer to make the deductions of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contribution to the Council.

(4) The amount payable each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following, as follows:

(a) Every employer in Region A, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

(b) every employer in Region C, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Eighth Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;

(c) every employer in Region B, and Region D, and Region E, and Region F, to: The Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Central Funds Collection Office), P.O. Box 6589, Johannesburg, 2000, or "Amaleng", 8 De Villiers Street, Johannesburg, 2001.

(5) (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 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 artikel 2 (2) van die Wet *mutatis mutandis* van toepassing;

(iii) die Raad kan na goeë dunkske betaling deur die werkgewer van rente wat ingevolge hierdie subklousule ooploop, kwytsteld;

(iv) benewens artikel 2 (2) van die Wet is alle ander relevante bepalinge van die Wet *mutatis mutandis* van toepassing vir die doel om die rente te bereken wat deur die werkgewer ingevolge hierdie subklousule betaalbaar is.

(b) Vir die toepassing van hierdie subklousule beteken "die Wet" die Woekerwet, Wet No. 73 van 1968, soos gewysig.

8. BYSTAND

(1) *Siektebystand*.—(a) Behoudens die terme, voorwaardes, bepalinge en vereistes van hierdie Ooreenkoms is 'n lid geregtig op siektebystand ten opsigte van elke voltooide dag van afwesigheid van diens weens siekte of besering (uitgesonderd beserings op diens) wat meer is as die lid se kwalifikasie vir siekteverlof van sy werkgewer, met besoldiging, kragtens klousule 34 van die Hoofdooreenkoms of die siekteverlofbepalinge van enige ander Ooreenkoms.

(b) Siektebystand is betaalbaar teen 50 persent van die weeklikse loon van 'n lid vir elke voltooide week van afwesigheid van diens ooreenkomstig paragraaf (a): Met dien verstande dat, waar die afwesigheid van diens nie 'n volle week behels nie, siektebystand *pro rata* bereken moet word van voltooide dag afwesigheid van diens afhangende daarvan of daar vyf of ses dae per week gewerk word.

(2) *Spesiale siektebystand—besering aan diens*.—Behoudens subklousule (5) (a), wanneer 'n werknemer van die werk afwesig is weens ongeskiktheid waarop die Ongevallewet, 1941, van toepassing is, is spesiale siektebystand tot 'n maksimum van drie werkdade vir elke tydperk van sodanige afwesigheid (bereken volgens die gewone ure van die skof van die betrokke bedryfsinrigting, oortydwerk uitgesonderd) aan die werknemer betaalbaar teen die werklike uurloon wat die werknemer ontvang het ten tyde van die ongeskiktheid: Met dien verstande dat waar 'n werknemer 'n gedeelte van sy gewone skof gewerk het op die datum waarop die ongeskiktheid begin het, die spesiale siektebystand wat vir daardie dag betaalbaar is, *pro rata* verminder moet word.

(3) *Begravnisbystand*.—Indien 'n lid te sterwe kom, is begravnisbystand van R600 behoudens subklousule (5) (a) by indiening van sodanige bewys van afsterwe van die werknemer as wat die Bestuurskomitee van tyd tot tyd voorskryf of vereis, betaalbaar aan die langsliewende gade of aan sodanige persoon as wat na die mening van die Bestuurskomitee op die bystand geregtig is.

(4) *Bystand—Swangerskap/Bevallings*.—Ondanks subklousule (5) (f) en behoudens subklousule (5) (b) is bystandvoordele betaalbaar aan lede ten opsigte van afwesigheid van die werk as gevolg van swangerskap of 'n bevalling indien die lid twee jaar lank of langer ononderbroke 'n lid van die Fonds was onmiddellik voordat sy van die werk afwesig was met onbetaalde verlof as gevolg van die swangerskap of haar diensbeëindig is as gevolg van swangerskap, en in so 'n geval is die volgende bystand betaalbaar:

(a) Bystand is betaalbaar vir 'n maksimum van 26 weke vir een enkel swangerskap ooreenkomstig subklousule (1) (b): Met dien verstande dat as 'n lid as gevolg van swangerskap minder as 26 weke van die werk afwesig is of as 'n lid wie se diens as gevolg van swangerskap beëindig is, diens binne 26 weke hervat, bystand betaalbaar is vir sodanige korter tydperk wat die lid nie gedurende sodanige swangerskap gewerk het nie.

(b) Bystand ingevolge hierdie subklousule is betaalbaar vir 'n maksimum van drie swangerskappe per lid: Met dien verstande dat die lid minstens twee jaar lank ononderbroke 'n lid van die Fonds was tussen swangerskappe waarvoor bystand ingevolge hierdie subklousule betaalbaar is.

(c) Aansoek om bystand moet gestaaf word deur dokumentêre bewys soos van tyd tot tyd deur die Fonds vereis word.

(5) (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;

(iii) the Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this subsection;

(iv) in addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act which are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall apply *mutatis mutandis* for these purposes.

(b) For the purposes of this subsection "the Act" means the Usury Act, No. 73 of 1968, as amended.

8. BENEFITS

(1) *Sick pay benefits*.—(a) Subject to the terms, conditions, provisions and requirements of this Agreement, a member shall be entitled to sick pay benefits for each completed day of absence from work through sickness or injury, other than injury on duty, that exceeds the member's qualification for paid sick leave from his employer under section 34 of the main Agreement or under the sick leave provisions of any other Agreement.

(b) Sick pay benefits shall be payable at the rate of 50 per cent of the weekly wage of the member for each complete week of absence in accordance with paragraph (a): Provided that, where the absence does not comprise a complete week, sick pay benefits shall be calculated *pro rata* for each completed day of absence dependent on whether a five-day week or a six-day week is worked.

(2) *Special benefits—Injury on duty*.—Subject to the provisions of subsection (5) (a), where an employee is absent from work due to disablement falling within the provisions of the Workmen's Compensation Act, 1941, there shall be payable to the employee a special sick pay benefit up to a maximum of three working days for each period of such absence (calculated on the ordinary hours of the shift of the establishment concerned, excluding overtime) at the actual hourly rate of pay which the employee was receiving at the time of the disablement: Provided that where an employee worked for part of his ordinary shift on the date of which the disablement commenced, the special sick pay benefit payable for that day shall be reduced *pro rata*.

(3) *Funeral benefit*.—Subject to the provisions of subsection (5) (a), on the death of a member, a funeral benefit of R600 shall be payable to the surviving spouse or to such person as the Management Committee may consider entitled to receive the benefit, on production of such proof of death of the employee as the Management Committee may from time to time prescribe or require.

(4) *Benefits—Pregnancy/Confinement*.—Notwithstanding the provisions of subsection (5) (f) and subject to the provisions of subsection (5) (b) benefits shall be payable to members in respect of absences from work due to pregnancy or confinement, where the member has two years or more continuous membership of the Fund immediately prior to absence from work on unpaid leave due to pregnancy or termination of employment due to pregnancy, in which case benefits shall be as follows:

(a) Benefits shall be payable up to a maximum of 26 weeks for any one pregnancy in accordance with subsection (1) (b): Provided that where absence from work due to pregnancy is less than 26 weeks or where a member whose employment has been terminated due to pregnancy re-commences employment within 26 weeks, benefits shall be payable for such lesser period that the member has not worked during such pregnancy.

(b) Benefits under this subsection shall be payable for a maximum of three pregnancies per member, provided that the member have not less than two years' continuous membership of the Fund between pregnancies for which benefits are payable under this subsection.

(c) Applications for benefits shall be supported by such documentary evidence as may be required by the Fund from time to time.

(5) *Kwalifikasies, beperkings en uitsonderings.*—Geen bystand is betaalbaar nie—

(a) voordat 13 agtereenvolgende weke se bydraes aan die Fonds betaal is: Met dien verstande dat bydraes wat beëindig word deur 'n tydperk van werkloosheid van tot twee maande of 'n verandering van werkgewer binne die Nywerheid waar die tydperk van onderbreking van bydraes nie twee maande oorskry nie en die werknemer gedurende sodanige tydperk werklik werkloos was, geag moet word aaneenlopend te wees met die bydraes gemaak na sodanige werkloosheid of verandering van werkgewer: Voorts met dien verstande dat werknemers wat die Nywerheid verlaat en later na die Nywerheid terugkeer vir bystand kwalifiseer slegs nadat 13 agtereenvolgende weke se bydraes aan die Fonds betaal is;

(b) ten opsigte van aaneenlopende tydperke van afwesigheid van meer as 30 weke voordat die werknemer 'n verdere 26 weke diens voltooi het, en vir die toepassing van hierdie klousule word afwesigheid wat deur minder as 26 weke van mekaar geskei word, geag aaneenlopende te wees;

(c) ten opsigte van openbare vakansiedae met besoldiging soos in die Ooreenkoms vir die Nywerheid gespesifiseer of ten opsigte van 'n gedeelte van die vakansietydperk met besoldiging waarvoor 'n werknemer vakansie-besoldiging ontvang. Indien 'n werknemer op die dag waarop hy vir die eerste keer afwesig is 'n gedeelte van die skof werk en hy nie geregtig is op siekteverlof met besoldiging van sy werkgewer kragtens klousule 34 van die Hoof-ooreenkoms nie, of kragtens die siekteverlofbepalings van enige ander Ooreenkoms nie, moet dit tel as 'n dag afwesigheid weens siekte vir doeleindes van bystand betaalbaar deur die Fonds;

(d) aan werknemers wat werkloos word, gedurende die tydperk waarin hulle aanspraak het op werkloosheidsbystand wat binne die bestek van die Werkloosheidsversekeringswet val;

(e) behoudens subklousule (2) vir enige siekte, ongeskiktheid of dood waarop die Ongevallewet, 1941, van toepassing is;

(f) behoudens subklousule (4) ten opsigte van afwesigheid van die werk as gevolg van swangerskap of bevalling;

(g) ten opsigte van afwesigheid van die werk wat regstreeks of onregstreeks veroorsaak word deur, of die gevolg is van—

(i) alkoholisme of die gebruik van dwelmmiddels;

(ii) deelname aan jag, wedrenne met voertuie op wiele of motorfietsydrenne, met inbegrip van ontbytgroepritte en motorveldrenne;

(iii) die pleeg van 'n onwettige daad, in diens in die Weermag, 'n vlug of gepoogde vlug in 'n vliegtuig, behalwe as 'n betalende passasier in 'n vliegtuig wat vir 'n gereelde lugdiens gebruik word;

(iv) dood of besering veroorsaak deur 'n militêre usurpator-mag, ongeag of daar oorlog verklaar is al dan nie, of weens opstootjies of burgerlike oproer.

(6) Ondanks subklousule (5) (a) moet die diensonderbreking van 'n lid—

(a) wie se diens beëindig word as gevolg van swangerskap; en

(b) wat in diens was van dieselfde werkgewer en 'n lid van die Fonds was vir 'n tydperk van minstens twee jaar onmiddellik voor beëindiging van diens as gevolg van swangerskap; en

(c) aan wie 'n skriftelike waarborg van herindiensneming deur die werkgewer uitgereik is, soos bepaal in klousule 9 (2) van die Hoof-ooreenkoms of die betrokke bepalings van enige ander Ooreenkoms;

by herindiensneming by dieselfde werkgewer gekondoneer word vir die doel om vas te stel of sy kwalifiseer vir en geregtig is op voordele.

Vir die toepassing hiervan moet die werkgewer wanneer hy kennis gee van diensbeëindiging, in die maandelikse opgawe wat ingevolge klousule 7 (3) ingedien word, daarop aantekene dat sodanige diensbeëindiging die gevolg was van swangerskap en dat 'n skriftelike waarborg van herindiensneming ingevolge klousule 9 (2) van die Hoof-ooreenkoms of die betrokke bepalings van enige ander Ooreenkoms aan die werknemer uitgereik is.

(7) Ondanks andersluidende bepalings in hierdie klousule het die Bestuurskomitee die diskresionêre bevoegdheid om addisionele hulp aan werknemers te verleen in gevalle van ontbering as gevolg van siekte, en hy kan deur middel van geldelike toelaes, lenings of andersins spesiale bystand aan werknemers verleen op die voorwaardes wat hy van tyd tot tyd bepaal.

(5) *Qualifications, limitations and exclusions.*—No benefits shall be payable—

(a) until 13 consecutive weeks' contributions have been made to the Fund: Provided that contributions terminated by a period of unemployment of up to two months or a change of employer within the Industry where the bread in contributions does not exceed two months and the employee was actually unemployed during such period, shall be regarded as being consecutive with the contributions made following such unemployment or change of employer: Provided further that employees leaving the Industry and subsequently returning to the Industry shall only be eligible for benefits after 13 consecutive weekly contributions have been made to the Fund;

(b) in respect of continuous periods of absence exceeding 30 weeks until such time as the employee shall have completed a further 26 weeks of employment, and for purposes of this section, absences separated from each other by less than 26 weeks shall be deemed to be continuous;

(c) in respect of paid public holidays specified in the Agreement for the Industry, or in respect of any part of the paid holiday period for which an employee receives holiday pay. Where an employee works part of the shift on the day he is first absent and is not entitled to paid sick leave from his employer under section 34 of the Main Agreement or under sick leave provisions of any other Agreement, shall count as a day of absence due to sickness, for purposes of benefits payable by the Fund;

(d) to employees who become unemployed, during the period they are entitled to receive unemployment benefits falling within the scope of the Unemployment Insurance Act;

(e) for any illness, disablement or death falling within the provisions of the Workmen's Compensation Act, 1941, except as provided for under subsection (2);

(f) in respect of absence from work due to pregnancy or confinement, except as provided for under subsection (4);

(g) in respect of absences from work directly or indirectly caused by, or resulting from—

(i) alcoholism or the use of narcotics;

(ii) engaging in hunting, racing on wheels or motorcycle rallying, including "breakfast runs" and moto-cross;

(iii) the performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft, except as a fare-paying passenger on a regular scheduled airline;

(iv) death or injury inflicted by any military or usurper power, whether or not there has been a declaration of war, or due to riots or civil commotion.

(6) Notwithstanding the provisions of subsection (5) (a), a member—

(a) whose employment is terminated due to pregnancy, and

(b) who has been in the employ of the same employer and a member of the Fund for a period of not less than two years immediately prior to termination of employment due to pregnancy, and

(c) who has been issued with a written guarantee of re-employment by the employer, as provided for in section 9 (2) of the Main Agreement, or relevant provisions of any other Agreement;

shall, on recommencing employment with the same employer, have the break in service condoned for the purpose of determining qualification and/or entitlement to benefits.

For the purposes of the above, the employer, when notifying of the termination of service on the contribution return form submitted in terms of section 7 (3) shall record thereon that such termination was due to pregnancy and that the employee has been issued with a written guarantee of re-employment in terms of section 9 (2) of the Main Agreement or relevant provisions of any other Agreement.

(7) Notwithstanding anything contained in this section the Management Committee shall have discretionary powers to grant additional assistance to employees in cases of hardship arising from illness and may grant special relief to employees by means of pecuniary grants, loans or otherwise on such conditions as it may from time to time determine.

9. VOORSIENING VIR BETALING VAN VOORDELE DEUR WERKGEWER

'n Werkgewer kan, indien hy die verlot van die Bestuurskomitee vooraf verkry, en op sodanige voorwaardes as wat die Bestuurskomitee bepaal, betalings regstreeks aan 'n werknemer doen in plaas van die betaling van siektebystand waarop sodanige werknemer ooreenkomstig hierdie Fonds geregtig is en/of betaling ten opsigte van begrafnisbystand ooreenkomstig hierdie Fonds, soos uiteengesit in klousule 8 hiervan regstreeks aan die langsewende gade of aan sodanige persoon wat op die bystand geregtig is, maak. Indien 'n werkgewer enige sodanige betaling(s) ooreenkomstig hierdie klousule gemaak het, moet die Fonds hom vergoed vir die bedrag/bedrae aldus betaal wanneer die werkgewer aan die fonds bewys lewer van sodanige betalings en die bedrag/bedrae waarmee die werkgewer aldus vergoed is, aftrek van die bedrag van die bystand wat ooreenkomstig hierdie Fonds betaalbaar is. Met dien verstande dat die bedrag/bedrae waarmee die werkgewer ooreenkomstig hierdie klousule vergoed is, nie meer mag wees as die bystand waarop die werknemer geregtig is/was, na gelang van die geval, ten opsigte van siektebystand en/of begrafnisbystand nie.

10. EISE

(1) Eise om siektebystand en/of spesiale siektebystand en/of begrafnisbystand en/of swangerskapbystand uit die Fonds moet by die fonds ingedien word op die vorm(s) wat die Bestuurskomitee van tyd tot tyd voorgeskryf en moet vergesel gaan van 'n gedetailleerde mediese sertifikaat in die voorgeskrewe vorm. Die koste van die mediese sertifikaat moet deur die betrokke werknemer gedra word: Met dien verstande egter dat die Bestuurskomitee 'n onafhanklike mediese ondersoek kan vereis waarvan die koste deur die Fonds gedra moet word.

(2) Geen eise word deur die Fonds oorweeg nie tensy dit ingedien word binne 30 dae na die eerste dag waarop die werknemer weens siekte van die werk afwesig is, en geen eis word erken as die werknemer versuim het om volgens behoorlike mediese advies te handel nie; voorts word geen bedrag betaal ten opsigte van 'n tydperk van meer as drie dae voordat die werknemer sy mediese praktisyn die eerste maal geraadpleeg het nie.

(3) 'n Eis word geag afdoende betaal te wees as 'n tjek per geïfrankeerde brief versend word na die adres wat aangegee word op die eisvorm soos deur die Bestuurskomitee voorgeskryf, en as 'n tjek wat aldus gestuur is nie binne 18 maande vanaf die datum van uitreiking gewissel word nie, word die eis ten voordele van die Fonds verbeur: Met dien verstande dat die Bestuurskomitee die bevoegdheid besit om na goeddunke 'n *ex gratia*-betaling te doen ten opsigte van enige eis wat ingevolge hierdie klousule verbeur is.

11. ADMINISTRASIE

(1) Die beheer oor en die administrasie van die Fonds berus by 'n Bestuurskomitee wat bestaan uit een lid benoem deur elke vakvereniging wat 'n party by hierdie Ooreenkoms is en 'n gelyke getal werkgeverslede deur die werkgeversorganisasies gesamentlik benoem. Plaasvervangers kan benoem word indien die Bestuurskomitee dit nodig ag. As die Bestuurskomitee om watter rede ook al nie in staat is om sy pligte uit te voer nie, moet die Uitvoerende Komitee sodanige pligte uitvoer en sy funksies en bevoegdhede uitoefen.

(2) Die Bestuurskomitee besit die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te wysig en om sodanige subkomitee(s) as wat hy goed ag, aan te stel om te help met die administrasie van die Fonds.

Kopieë van die reëls en van alle wysigings daarvan, wat nie met hierdie Ooreenkoms of met enige wet onbestaanbaar mag wees nie, moet by die Direkteur-generaal van Mannekrag ingedien word.

12. VRYWARING

Die lede van die Bestuurskomitee en die beamptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese deur hulle gely en uitgawes deur hulle aangegaan tydens of in verband met die bona fide-uitvoering van hul pligte.

9. PROVISION FOR PAYMENT OF BENEFITS BY EMPLOYER

An employer may, with the prior permission of the Management Committee and on such conditions as the Management Committee may determine, make payments direct to an employee in lieu of sick pay benefits to which such employee is entitled in terms of this Fund and/or to make payment in lieu of the funeral benefit in terms of this Fund direct to the surviving spouse or to such other person as may be entitled to receive such benefit as provided for under section 8 hereof. Where any such payment(s) has/have been made by an employer in terms of this section, the Fund shall reimburse the employer with the amount(s) so paid on production of evidence to the Fund by an employer of such payment and shall set off such amount(s) reimbursed against the amount of the relevant benefit payable in terms of this Fund: Provided that the amount(s) reimbursed to an employer under this section shall not exceed the entitlement of the employee to sick pay benefits for the period of absence concerned and/or the entitlement to funeral benefits, as the case may be, in terms of this Scheme.

10. CLAIMS

(1) Claims for sick pay benefits and/or special sick pay benefits and/or funeral benefits and/or maternity benefits the Fund shall be lodged with the Fund on the forms prescribed by the Management Committee from time to time, and shall be accompanied by a detailed medical certificate in the form prescribed. The cost of the medical certificate shall be borne by the employee concerned: Provided, however, that the Management Committee may require an independent medical examination, the cost of which shall be a charge upon the Fund.

(2) No claims shall be recognised by the Fund if not submitted within 30 days after the first absence from employment on account of illness and if the employee has failed to act upon proper medical advice; nor shall payment be made for any prior period of more than three days before the employee first consulted his medical practitioner.

(3) It shall be sufficient payment of any claim if a cheque is despatched by prepaid post to the address given in the claim form prescribed by the Management Committee, and if any cheque so sent is not paid within 18 months of the date of issue, the claim shall be forfeited for the benefit of the Fund: Provided that the Management Committee shall have power in its discretion to make an *ex gratia* payment in respect of any claim forfeited in terms of this section.

11. ADMINISTRATION

(1) Control and administration of the Fund shall vest in a Management Committee which shall consist of one member nominated by each trade union which is a party to this Agreement and an equal number of employer members nominated by the employers' organisations jointly. Alternates may be appointed if deemed necessary by the Management Committee. Should the Management Committee be unable to perform its duties for any reason whatsoever the Executive Committee shall perform these duties and exercise its functions and powers.

(2) The Management Committee shall have the power to make and alter rules governing the administration of the Fund and to appoint such subcommittee/s as it may deem fit to assist in the administration of the Fund.

Copies of the rules and any amendments thereto, which shall not be inconsistent with this Agreement or any act, shall be lodged with the Director-General of Manpower.

12. INDEMNITY

The members of the Management Committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

13. FINANSIËLE BEHEER

(1) Die Bestuurskomitee moet toesien dat daar volledige en ware rekenings van die Fonds gehou word.

(2) Die betaling van bystand moet opgeskort word wanneer die bedrag wat in die krediet van die Fonds staan, tot minder as R2-miljoen daal, en uitbetalings mag nie hervat word voordat die bedrag wat in die krediet van die Fonds staan, R3-miljoen beloop nie: Met dien verstande dat, wanneer die betaling van bystand hervat word, eise wat gedurende sodanige tydperk van opskorting ingedien is, uit die Fonds betaal moet word in die volgorde waarin hulle ontvang is.

(3) Alle geld wat aan die Fonds betaal word, moet gestort word in die bankrekening wat geopen moet word by 'n bank en/of inrigting wat deur die Bestuurskomitee goedgekeur is.

(4) Alle betalings uit die Fonds moet geskied per tjek getrek op die rekening van die Fonds en onderteken deur twee lede wat deur die Bestuurskomitee behoorlik daartoe gemagtig is.

(5) Alle geld wat die Bestuurskomitee beskou as te veel vir die Fonds se onmiddellike vereistes, kan in 'n depositorekening by 'n bank of geregistreerde bouvereniging gestort of in Nasionale Spaarsertifikate of in effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture of in verbande en/of verbandbeleggings belê word op dié voorwaardes wat die Bestuurskomitee van tyd tot tyd bepaal.

(6) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, moet teen die Fonds in rekening gebring word.

(7) Die Bestuurskomitee moet kwartaalliks by die Uitvoerende Komitee 'n verslag indien waarin 'n algemene oorsig gegee word van hoe die Fonds funksioneer en van die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het.

(8) 'n Ouditeur of ouditeurs moet deur die Bestuurskomitee aangestel word. Sodanige ouditeur(s) moet ooreenkomstig die Wet op Openbare Rekenmeesters en Ouditeurs, 1951 (Wet No. 51 van 1951), geregistreer wees.

(9) Die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar 'n rekening van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 31 Desember en 'n staat van die Fonds se bates en laste opstel wat deur die ouditeur gesertifiseer moet word, en dit saam met 'n verslag van die ouditeur daaroor aan die Uitvoerende Komitee voorlê vir deursending aan die Raad.

(10) Die gesertifiseerde rekenings en staat en die verslag van die ouditeur daaroor moet op die hoofkantoor van die Raad ter insae lê. Die gesertifiseerde rekenings en staat, mede-onderteken deur die Voorsitter van die Raad, tesame met die verslag van die ouditeur daaroor, moet binne ses maande na afloop van die tydperk waarop dit betrekking het, aan die Direkteur-generaal van Mannekrag gestuur word.

14. LIKWIDASIE EN BEREDDERING

(1) By verstryking van die Ooreenkoms weens verloop van tyd of om 'n ander rede en tensy dit binne twee jaar hernieu of vervang word deur 'n ander ooreenkoms waarby die Fonds voortgesit word, of as die Raad nie die Fonds ooreenkomstig klousule 17 aan 'n ander fonds oordra wat vir dieselfde doel gestig is nie, moet daar trustees aangestel word om betalings uit die Fonds voort te sit soos bepaal, asof die Ooreenkoms nog bestaan, d.w.s. om eise vir bystand ooreenkomstig die verstrekte Ooreenkoms, alle krediteure, administrasie- en likwidasielaste uit te betaal tot tyd en wyl die geld in die krediet van die Fonds uitgeput is. Sodanige trustees moet deur die Uitvoerende Komitee aangestel word, en as dié Komitee nie daartoe in staat is nie of onwillig is om genoemde trustees aan te stel, kan die Nywerheidsregistrator trustees aanstel om met die Fonds te handel soos hierbo bepaal.

(2) Indien daar te eniger tyd omstandighede ontstaan wat na die mening van die Bestuurskomitee dit wenslik of nodig maak dat die Fonds gelikwideer word, moet die Bestuurskomitee met die afsonderlike goedkeuring van 'n eenvoudige meerderheid van die werkgewersorganisasies en 'n eenvoudige meerderheid van die vakverenigings gemagtig word om die Fonds te likwideer, en in so 'n geval moet daar met die bates van die Fonds wat meer is as die laste van die Fonds, gehandel word op die wyse wat die Bestuurskomitee, met die afsonderlike goedkeuring van 'n eenvoudige meerderheid van die werkgewersorganisasies en 'n eenvoudige meerderheid van die vakverenigings, bepaal.

13. FINANCIAL CONTROL

(1) The Management Committee shall cause full and true accounts of the Fund to be kept.

(2) Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R2 million and payment shall not recommence until the amount standing to the credit of the Fund has reached the sum of R3 million: Provided that upon payment of benefits being resumed, claims made during such period of suspension shall be met from the Fund in the order in which they were received.

(3) All moneys paid to the Fund shall be deposited in the banking account to be opened at a bank and/or institution approved by the Management Committee.

(4) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised thereto by the Management Committee.

(5) All moneys regarded by the Management Committee as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Savings Certificates or in stock of the Government of the Republic of South Africa or in local government stocks or in mortgage bonds and/or mortgage investments on such conditions as may be determined by the Management Committee from time to time.

(6) All expenses incurred in connection with the administration of the Fund shall form a charge upon the Fund.

(7) The Management Committee shall furnish the Executive Committee with quarterly reports giving a general review of the operation of the Fund and on the income and expenditure for the period to which the report relates.

(8) An auditor or auditors shall be appointed by the Management Committee. Such auditor(s) shall be registered in terms of the Public Accountants' and Auditors' Act, 1951 (Act No. 51 of 1951).

(9) As soon as possible after 31 December in each year the Management Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with any report by the auditor thereon to the Executive Committee for transmission to the Council.

(10) The certified accounts and statement and any report made by the auditor thereon shall be open for inspection at the head office of the Council. The certified accounts and statement countersigned by the Chairman of the Council, together with any report by the auditor shall be transmitted to the Director-General of Manpower within six months of the close of the period covered thereby.

14. LIQUIDATION AND WINDING UP

(1) Upon expiry of the Agreement by effluxion of time or any other reason and unless within two years it is renewed or replaced by another agreement perpetuating the Fund, or if the Fund, is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provisions of section 17, trustees shall be appointed to continue payments from the Fund as provided for as if the Agreement was still in existence, that is to say, to pay out claims for benefits in terms of the expired Agreement, any creditors, administration costs and liquidation expenses until such time as the moneys standing to the credit of the Fund are exhausted. Such trustees shall be appointed by the Executive Committee and if the Committee should be unable or unwilling to appoint the said trustees, the Industrial Registrar may appoint trustees to deal with the Fund in the aforesaid manner.

(2) If circumstances arise at any time which in the opinion of the Management Committee render the winding up of the Fund desirable or necessary, the Management Committee shall, with the separate approval of a simple majority of the employers' organisations and a simple majority of the trade unions be empowered to wind up the Fund, in which event the excess of assets over liabilities of the Fund shall be dealt with in such manner as the Management Committee, with the separate approval of a simple majority of the employers' organisations and a simple majority of the trade unions, may determine.

15. AGENTE

Die Raad kan een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkgever en elke werknemer om sodanige persone toe te laat om dié navrae te doen en af te handel en dié dokumente, boeke, loonstate, tydstate en betaalkaartjies te ondersoek en dié individue te ondervra en al dié stappe te doen wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag in die loop van sodanige agent se ondersoek 'n valse verklaring aan hom doen nie.

16. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika aanbring en aangebring hou in of op die plek waar sy werknemers werk.

17. VERSTRYKING VAN DIE OOREENKOMS

(1) In enige ooreenkoms wat die Minister kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, as bindend verklaar en wat hierdie Ooreenkoms vervang of in die plek daarvan gestel word, kan voorsiening gemaak word vir die voortsetting en administrasie van die Fonds.

(2) Indien hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verstryk, moet die Fonds nog deur die Bestuurskomitee wat die laaste as sodanig diens gedoen het, geadministreer word of totdat daarmee ooreenkomstig klousule 14 gehandel is of totdat dit deur die Raad na 'n ander fonds oorgedra is wat vir dieselfde doel ingestel is as dié waarvoor hierdie Fonds gestig is.

(3) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, ontbind word of ophou om ooreenkomstig artikel 34 (2) van die Wet te funksioneer, moet die Bestuurskomitee die Fonds verder administreer, en die lede van sodanige Komitee op die datum waarop die Raad ophou funksioneer of ontbind word, word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat alle vakatures wat in sodanige Komitee ontstaan, deur die Nywerheidsregistrator gevul kan word uit die geleedere van die werkgevers of die werknemers in die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerhede, ten einde te verseker dat daar ewe veel werkgevers- en werknemersvertegenwoordigers en -plaasvervangers in die Komitee dien.

(4) Indien die Bestuurskomitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige Komitee uit te voer, en sodanige trustee of trustees het vir hierdie doel al die bevoegdhede van sodanige Komitee.

18. BYSTAND NIE VERVREEMBAAR OF VIR EKSEKUSIE VATBAAR NIE

Die bystand waarvoor die Fonds voorsiening maak, is nie oordraagbaar nie, en alle bystand wat 'n werknemer uit die Fonds mag verkry, word onmiddellik vir 'n tydperk van drie maande opgeskort as sodanige werknemer probeer om sy reg af te staan, oor te dra of op 'n ander manier te sedeer of te verpand of te verhipotekeer.

19. BEVOEGDHEDE EN PLIGTE VAN DIE BESTUURSKOMITEE

Behoudens die algemene leiding van die Uitvoerende Komitee van die Raad en die bepalinge van hierdie Ooreenkoms, het die Bestuurskomitee volle beheer oor die sake van die Fonds en kan hy in die besonder—

(a) werknemers in diens neem om te help met die administrasie van die Fonds, hul besoldiging vasstel en hul pligte omskryf;

(b) bystand geheel en al of gedeeltelik weier aan 'n werknemer wat gehandel het op 'n manier wat daarop bereken is om die belange van die Fonds te skaad of na alle redelike waarskynlikheid so 'n uitwerking sal hê: Met dien verstande dat sodanige werknemer toegelaat moet word om voor die Bestuurskomitee te verskyn om sy saak te stel;

(c) uitgawes uit die Fonds goedkeur;

(d) stappe doen om die betaling van bydraes of van enige bedrag wat aan die Fonds verskuldig is, af te dwing;

(e) waar 'n werknemer na die mening van die Bestuurskomitee te veel bystand ontvang het, ondersoek laat instel en verdere bystand opskort vir dié tydperk wat hy bepaal.

15. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

16. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both the official languages of the Republic of South Africa.

17. EXPIRY OF THE AGREEMENT

(1) Any agreement declared by the Minister to be binding in terms of section 48 of the Labour Relations Act, 1956 replacing or succeeding this Agreement, may make provision for the continuation and administration of the Fund.

(2) Should this Agreement expire by effluxion of time or for any other reason, the Fund shall continue to be administered by the Management Committee last in office until it be either dealt with in terms of section 14 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created.

(3) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Management Committee shall continue to administer the Fund and the members of such Committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancies occurring on such Committee may be filled by the Industrial Registrar from employers or employees in the Iron, Steel, Engineering and Metallurgical Industries to ensure an equality of employer and employee representatives and alternates in the membership of the Committee.

(4) In the event of the Management Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of such Committee and who shall possess all the powers of such Committee for the purpose.

18. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided for by the Fund shall not be transferable and any employee who attempts to assign, transfer or otherwise cede or pledge or hypothecate his right shall have all benefits from the Fund immediately suspended for a period of three months.

19. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

Subject to the general direction of the Executive Committee of the Council and the terms of this Agreement, the Management Committee shall have full control of the affairs of the Fund and in particular may—

(a) engage employees to assist in the administration of the Fund, fix their remuneration and define their duties;

(b) refuse any or all benefits to an employee who has acted in a manner calculated or reasonably likely to injure the interests of the Fund: Provided that such employee shall be permitted to appear before the Management Committee to state his case;

(c) sanction expenditure from the Fund;

(d) take steps to enforce payment of contributions or any sums due to the Fund;

(e) where an employee has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

20. VRYSTELLINGS

Die Bestuurskomitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen op die voorwaardes en vir die tydperk wat hy bepaal. Aansoeke om vrystelling moet gerig word aan die Hoofsekretaris van die Raad, Posbus 9381, Johannesburg, 2000.

Namens die partye op hede die 15de dag van Augustus 1989 te Johannesburg onderteken.

A. T. ALLEN,

Voorsitter.

C. J. M. PRINSLOO,

Ondervoorsitter.

A. O. DE JAGER,

Hoofsekretaris.

No. R. 2468

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METAL-LURGIESE NYWERHEID.—HERNUWING VAN HYSBAKINGENIEURSOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 2235 van 24 Oktober 1986, R. 1569 van 17 Julie 1987 en R. 1040 van 26 Mei 1989, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1990 eindig.

E. VANDER M. LOUW,
Minister van Mannekrag.

No. R. 2469

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METAL-LURGIESE NYWERHEID.—WYSIGING VAN HYSBAKINGENIEURSOOREENKOMS

Ek, Eli van der Merwe Louw, 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 Junie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (2) en 2 (2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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. VANDER M. LOUW,
Minister van Mannekrag.

20. EXEMPTIONS

The Management Committee may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine. Application for exemption shall be made to the General Secretary of the Council, P.O. Box 9381, Johannesburg, 2000.

Signed at Johannesburg, for and on behalf of the parties, this 15th day of August 1989.

A. T. ALLEN,

Chairman.

C. J. M. PRINSLOO,

Vice-Chairman.

A. O. DE JAGER,

General Secretary.

No. R. 2468

10 November 1989

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METAL-LURGICAL INDUSTRY.—RENEWAL OF LIFT ENGINEERING AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 2235 of 24 October 1986, R. 1569 of 17 July 1987 and R. 1040 of 26 May 1989 to be effective from the date of publication of this notice and for the period ending 30 June 1990.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2469

10 November 1989

LABOUR RELATIONS ACT, 1956

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

I, Eli van der Merwe Louw, 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 June 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

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

BYLAE

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

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

Lift Engineering Association of South Africa

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

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

S.A. Electrical Workers' Association

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

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

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 2235 van 24 Oktober 1986, soos verleng en gewysig deur Goewermentskennisgewings Nos. R. 1401 van 26 Junie 1987, R. 1569 van 17 Julie 1987, R. 1039 van 26 Mei 1989 en R. 1040 van 26 Mei 1989, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word—

(1) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(2) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings wat partye is by hierdie Ooreenkoms;

(3) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede ten opsigte van die installering en/of onderhoud en/of herstel van hysers en/of roltrappe.

2. ALGEMENE BEPALINGS

Die volgende bepalinge van die Hofooreenkoms van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede, soos gepubliseer en van tyd tot tyd gewysig of verleng (hierna die "Hofooreenkoms" genoem), is *mutatis mutandis* van toepassing op werkgewers en werknemers op wie hierdie Ooreenkoms van toepassing is:

(1) Klousules 3, 4, 5 (1) tot en met 5 (8), 6 tot en met 8 (2), 8 (4) (a) tot en met (f), 8 (4) (h) tot en met 8 (5), 9 tot en met 12, 14 tot en met 22, 24 tot en met 27 en 29 tot en met 36, van Deel I soos hieronder gewysig, en al die bepalinge van Deel II;

(2) klousules 8 (3), 8bis, en 28 van Deel I; en

(3) klousule 8 (4) (g) van Deel I.

3. KLOUSULE 4.—SPESIALE DIENSVOORWAARDES

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

"(3) Gereedheidsdienste.—(a) 'n Werknemer van wie vereis word om gereedheidsdiens te verrig, moet 'n gereedheidsdiensopleiding ontvang, soos volg:

Maandag tot Vrydag..... R7,00 per dag
Saterdag..... R10,00 per dag
Sondae en openbare vakansiedae..... R14,00 per dag."

(2) Skrap subklousule (3) (b) en hernommer subklousule "(3) (c)" om te lui subklousule "(3) (b)".

(3) In subklousule (5)bis, vervang die syfer "R400" deur die syfer "R600".

(4) In subklousule (6)bis, vervang die bestaande tabel deur die volgende:

"(a)

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde verlofsiklus
Werknemers, Loongroep 1.....	R 1 572	R 1 693	R 1 814	R 2 015
Werknemers, Loongroep 2.....	1 155	1 243	1 332	1 480
Werknemers, Loongroep 3.....	730	786	842	936
Werknemers, Loongroep 4.....	587	632	677	752

(b) Vakleerlinge:

Eerste verlofsiklus..... 550
Tweede verlofsiklus..... 677
Derde verlofsiklus..... 908
Vierde verlofsiklus..... 1 611."

SCHEDULE

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

AGREEMENT

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

Lift Engineering Association of South Africa

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

Electrical and Allied Workers' Trade Union of South Africa
and the

S.A. Electrical Workers' Association

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

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

to amend the Agreement published under Government Notice No. R. 2234 of 24 October 1986, as extended and amended by Government Notices Nos. R. 1401 of 26 June 1987, R. 1569 of 17 July 1987, R. 1039 of 26 May 1989 and R. 1040 of 26 May 1989.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed—

(1) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(2) by all employers and employees who are members of the employers' organisation and the trade unions, respectively, which are parties to this Agreement;

(3) in the Iron, Steel, Engineering and Metallurgical Industries in respect of the installation and/or maintenance and/or repair of lifts and/or escalators.

2. GENERAL PROVISIONS

The following provisions of the Main Agreement of the Iron, Steel, Engineering and Metallurgical Industries, as published and amended or extended from time to time (hereinafter referred to as the "Main Agreement") shall *mutatis mutandis* apply to employers and employees to whom this Agreement applies:

(1) Sections 3, 4, 5 (1) to 5 (8) inclusive, 6 to 8 (2) inclusive, 8 (4) (a) to (f) inclusive, (8) (4) (h) to 8 (5) inclusive, 9 to 12 inclusive, 14 to 22 inclusive, 24 to 27 inclusive and 29 to 36 inclusive, of Part I as hereinafter amended, and all the provisions of Part II;

(2) sections 8 (3), 8bis, and 28 of Part I; and

(3) section 8 (4) (g) of Part I.

3. SECTION 4.—SPECIAL CONDITIONS OF EMPLOYMENT

(1) Substitute the following for subsection (3) (a):

"(3) Stand-by duties.—(a) An employee who is required to stand by shall receive a stand-by allowance as follows:

Monday to Friday..... R7,00 per day
Saturday..... R10,00 per day
Sundays and public holidays..... R14,00 per day."

(2) Delete subsection (3) (b) and renumber subsection "(3) (c)" to read subsection "(3) (b)".

(3) In subsection (5)bis, substitute the figure "R600" for the figure "R400".

(4) In subsection (6)bis, substitute the following for the existing table:

"(a)

	First leave cycle	Second leave cycle	Third leave cycle	Fourth leave cycle
Wage Group 1 employees	R 1 572	R 1 693	R 1 814	R 2 015
Wage Group 2 employees	1 155	1 243	1 332	1 480
Wage Group 3 employees	730	786	842	936
Wage Group 4 employees	587	632	677	752

(b) Apprentices:

First leave cycle..... 550
Second leave cycle..... 677
Third leave cycle..... 908
Fourth leave cycle..... 1 611."

(5) In subklousule (7) (a) (ii), vervang die uitdrukking "R35 per dag" deur die uitdrukking "R40 per dag" en die uitdrukking "R21 per dag" deur die uitdrukking "R25 per dag".

(6) Hernommer subklousules (7) (a) (iii), (7) (a) (iv), (7) (a) (v), (7) (a) (vi) en (7) (a) (vii) om te lui "(7) (a) (iv)", "(7) (a) (v)", "(7) (a) (vi)", "(7) (a) (vii)" en "(7) (a) (viii)" onderskeidelik en voeg die volgende nuwe subklousule (7) (a) (iii) in:

"(7) (a) (iii) *Persoonlike uitgawes*. — Werkgewers moet 'n bedrag van R3,00 per dag betaal aan werknemers om hulle te vergoed vir addisionele nie-verhaalbare uitgawes aangegaan tydens hul verblyf weg van hul gewone woonplek. Hierdie bedrag is betaalbaar ongeag of die Maatskappy ten volle die koste van akkommodasie en etes betaal, al dan nie."

(7) Vervang die hernoemde subklousule (7) (a) (vii) deur die volgende nuwe subklousule (7) (a) (vii):

"(7) (a) (vii) Wanneer 'n werknemer versoek word om sy eie vervoer te gebruik, moet hy vergoed word teen die lopende tarief per kilometer soos van tyd tot tyd deur die Automobiël Assosiasie bepaal en die totaal van die volgende maatstawwe is van toepassing:

Koopprys van voertuig	R22 000–R24 000
Petrolkoste	1 500–1 800 ks
Onderhoudskoste	1 500–1 800 ks:

Met dien verstande dat—

(aa) magtiging om sy eie vervoer te gebruik, vooraf van die werkgewer verkry is;

(ab) 'n werknemer wat sy eie vervoer ingevolge hierdie Ooreenkoms gebruik, hom teen alle derdepartyrisiko's moet verseker, benewens die verpligte derdepartyversekeringsrisiko's en ook moet verseker dat hierdie bykomende polis 'n klousule bevat wat die werkgewer vrywaar in die geval van so 'n eis; en

(ac) wanneer daar van die werknemer wat sy eie vervoer gebruik, vereis word om gereedskap en uitrusting, die eiendom van sy werkgewer, te vervoer en dit 'n massa van meer as 25 kg het, hy vergoed moet word teen 'n tarief bereken kragtens subklousule 7 (a) (vii) hierbo."

(8) In subklousule 7 (b) vervang "R1,50 per dag" deur "R3,00 per skof".

(9) In subklousule (8) vervang "236 skofte" deur "R235 skofte" en "231 skofte" deur "230 skofte" onderskeidelik.

5. KLOUSULE 6.—LONE

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

"(1) Geen werkgewer mag aan werknemers wat werk verrig wat in subklousule (3) van hierdie klousule ingedeel is, laer lone betaal as die wat voorgeskryf is nie en geen werknemer mag laer lone aanvaar as die wat voorgeskryf is nie, naamlik:

"(a):

In Loongroep 1: R11,63 per uur.
In Loongroep 2: R8,54 per uur.
In Loongroep 3: R5,40 per uur.
In Loongroep 4: R4,34 per uur.

(b) *Vakleerlinge:*

Eerste jaar	R4,07 per uur.
Tweede jaar	R4,65 per uur.
Derde Jaar	R5,82 per uur.
Vierde jaar	R9,30 per uur."

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

"(2) Elke werknemer wat by die inwerkingtreding van hierdie Ooreenkoms by 'n werkgewer in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike tarief van besoldiging onmiddellik vóór vermelde datum hoër was as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, al dan nie, minstens die werklike tarief van besoldiging betaal word wat hy onmiddellik vóór vermelde datum ontvang het, plus die volgende addisionele bedrag vir sy loongroep:

Klas werk	Bedrag per uur
	c

(a):

Werknemers, Loongroep 1	160
Werknemers, Loongroep	160
Werknemers, Loongroep 2	118
Werknemers, Loongroep 3	78
Werknemers, Loongroep 4	66

(5) In subsection (7) (a) (ii), substitute the expression "R40 per day" for the expression "R35 per day" and the expression "R25 per day" for the expression "R21 per day".

(6) Re-number subsection (7) (a) (iii), (7) (a) (iv), (7) (a) (v), (7) (a) (vi) and (7) (a) (vii) to read "(7) (a) (iv)", "(7) (a) (v)", "(7) (a) (vi)", "(7) (a) (vii)" and "(7) (a) (viii)" respectively and insert the following new subsection (7) (a) (iii):

"(7) (a) (iii) *Out-of-pocket expenses*—Employers shall pay an amount of R3,00 per day to employees to compensate them for additional non-recoverable expenses incurred in living away from their usual place of domicile. This amount shall be payable irrespective of whether or not the Company pays full accommodation and board and lodging."

(7) Substitute the following new subsection (7) (a) (vii) for the renumbered subsection (7) (a) (vii):

"(7) (a) (vii) Where an employee is requested to use his own transport, he shall be compensated at the current Automobile Association rates per kilometer as specified from time to time and the sum of the following criteria shall apply:

Purchase value of vehicle	R22 000–R24 000
Petrol cost	1 500–1 800 cc
Maintenance cost	1500–1 800 cc:

Provided that—

(aa) prior authority to use his own transport has been obtained from the employer;

(ab) an employee using his own transport in terms of this Agreement shall insure himself against all third party risks in addition to the compulsory third party insurance risks, and also ensure that this additional policy shall contain a clause indemnifying the employer in the event of any such claim; and

(ac) where the employee using his own transport is required to convey tools and equipment, the property of his employer, and having a mass in excess of 25 kg, he shall be compensated at a rate as calculated in terms of subsection 7 (a) (vii) above."

(8) In subsection 7 (b), substitute the expression "R3 per shift" for the expression "R1,50 per day".

(9) In subsection (8), substitute "235 shifts" for "236 shifts" and "230 shifts" for "231 shifts".

5. SECTION 6.—WAGES

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

"(1) No employer shall pay to employees engaged on work classified in subsection (3) of this section, wages lower than those stipulated and no employee shall accept wages lower than those stipulated, namely:

(a):

In Wage Group 1: R11,63 per hour.
In Wage Group 2: R8,54 per hour.
In Wage Group 3: R5,40 per hour.
In Wage Group 4: R4,34 per hour.

(b) *Apprentices:*

First year	R4,07 per hour.
Second year	R4,65 per hour.
Third year	R5,82 per hour.
Fourth year	R9,30 per hour."

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

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

Class of work	Amount per hour
	c

(a):

Wage Group 1 employees	160
Wage Group 2 employees	118
Wage Group 3 employees	78
Wage Group 4 employees	66

Klas werk	Bedrag per uur
	c
(b) Vakleerlinge:	
Eerste jaar.....	69
Tweede jaar.....	85
Derde jaar.....	118
Vierde jaar.....	170

Met dien verstande dat—

(i) die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk verminder kan word met die bedrag van 'n verhoging wat op of na 1 Julie 1989 aan sodanige werknemer toegestaan is;

Met dien verstande dat 'n werknemer aan wie geen verhoging of slegs 'n gedeelte van die voorgeskrewe verhoging op of na 1 Julie 1989 toegestaan is binne 12 weke vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, besoldig moet word deur die betaling van 'n bedrag bereken op die grondslag hieronder uiteengesit:

Bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit	Minus (waar van toepassing)	Bedrag per uur van enige verhoging toegestaan aan die werknemer op of na 1 Julie 1989
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vermenigvuldig met die aantal ure wat die betrokke werknemer geregtig was op betaling van sy loon vir die tydperk vanaf die begin van sy eerste skof op of na 1 Julie 1989 tot die eerste skof ten opsigte waarvan die bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit betaal is of die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die laaste.

(ii) 'n werknemer wat na 1 Julie 1989 in diens geneem is teen 'n loon van minstens dié wat vir sy klas werk by die inwerkingtreding van hierdie Ooreenkoms voorgeskryf is, nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;

(iii) geen werkgever die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1989 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, mag verminder nie, en dat geen werknemer 'n loon teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

(iv) 'n werkgever wat voornemens is om aan alle werknemers of 'n spesifieke kategorie werknemers verhogings toe te staan hoër as die gewaarborgde persoonlike minimum verhogings hierbo bepaal vanaf die effektiewe datum van inwerkingtreding van hierdie Ooreenkoms, met die vakverenigings waar van die spesifieke betrokke werknemers lede is, oorleg moet pleeg.

Waar 'n werknemer, na sodanige oorlegpleging, verhogings toestaan hoër as die in die Ooreenkoms bepaal moet die Nywerheidsraad van sodanige verhogings verwittig word."

(3) Voeg die volgende nuwe subklousule (4) in:

"(4) Die werkgevers wat 'n party by hierdie Ooreenkoms is, het onderneem om ten tye van die toekenning van loonverhogings, duidelik te onderskei tussen loonverhogings wat 'n komponent is van onderhandelings kragtens hierdie Ooreenkoms en enige ander verhogings, soos merieteverhogings, wat aan werknemers toegeken mag word."

Namens die party op hede die 15 dag van Augustus 1989 te Johannesburg onderteken.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

Class of work	Amount per hour
	c
(b) Apprentices	
First year.....	69
Second year.....	85
Third year.....	118
Fourth year.....	170

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase granted to such employee on or subsequent to 1 July 1989;

Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1989 shall be remunerated by the payment of an amount within 12 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work prescribed above	Less if any	Amount per hour of any increase granted to the employee on or after 1 July 1989
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multiplied by the number of hours for which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 1989 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later.

(ii) any employee who was engaged after 1 July 1989 at a rate of pay not less than the rate of pay prescribed for his class of work as at the coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1989 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) an employee who intends to grant increases to all employees or a particular category of employees in excess of the guaranteed personal minimum increases provided for above at the effective commencement date of the Agreement shall consult the trade unions of which the particular employees concerned are members.

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

(3) Insert the following new subsection (4):

"(4) The employers who are a party to this Agreement have undertaken to clearly distinguish, at the time of awarding wage increases, between the wage increase component negotiated in terms of this Agreement and any other increases, such as merit increases, which may be granted to employees."

Signed at Johannesburg, for and on behalf of the parties, this 15th day of August 1989.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

No. R. 2472

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—ISPA-SUBGROEP-OOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 4 (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 genoemde Ooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

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

ISPA-SUBGROEPOOREENKOMS

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

Iron and Steel Producers' Association of South Africa

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Iron Moulders' Society of South Africa

S.A. Electrical Workers' Association

S.A. Engine Drivers', Firemen's and Operators' Association

Suid-Afrikaanse Yster-, Staal- en Verwante Nywerhede-Unie

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die landdrosdistrikte Durban, Germiston en Johannesburg nagekom word deur McWillaw Steel (Pty) Limited, Scaw Metals Limited en George Stott and Company (Pty) Limited en deur hul werknemers wat lede van die vakverenigings is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Mannekrag ingevolge artikel 48 van die Wet vasgestel word, en het dieselfde tydsduur as die Hofooreenkoms sodat dit gelyktydig daarmee verstryk.

No. R. 2472

10 November 1989

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—ISPA SUBGROUP AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1990, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 4 (2), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

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

ISPA SUBGROUP AGREEMENT

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

Iron and Steel Producers' Association of South Africa

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Iron Moulders' Society of South Africa

S.A. Electrical Workers' Association

S.A. Engine Drivers', Firemen's and Operators' Association

Suid-Afrikaanse Yster-, Staal en Verwante Nywerhede-Unie

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Germiston and Johannesburg by McWillaw Steel (Pty) Limited, Scaw Metals Limited and George Stott and Company (Pty) Limited and by their employees who are members of the trade unions.

2. PERIOD OF OPERATION OF AGREEMENT

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall run concurrently with the Main Agreement so as to expire simultaneously therewith.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word wat in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in dié Wet, en waar daar na 'n Wet verwys word, omvat dit ook alle wysigings van sodanige Wet; voorts beteken—

“yster- en staalproduksiewerksaamhede” werksaamhede waarin werknemers betrokke is by prosesse in verband met en/of bykomstig tot die produksie van gesmede en/of gewalste en/of getrokke metaalprodukte en/of semis en/of vloeimetaal en/of die vervaardiging van gegote metaalballe;

“Hofooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1329 van 27 Junie 1980 en sluit dit in enige herbekragtiging, hernuwing, wysiging of verlenging daarvan.

4. ALGEMENE BEPALINGS

Ondergenoemde bepalings van die Hofooreenkoms is *mutatis mutandis* van toepassing op die werkgewers en dié werknemers op wie hierdie Ooreenkoms van toepassing is:

(a) Klousules 1 (3) tot en met (5), 3 tot en met 8 (2), 8 (4) tot en met 22, 24 tot en met 27 en 29 tot en met 37 van Deel I, en al die bepalings van Deel II;

(b) klousules 8 (3), 8bis, 23 en 28 van Deel I.

Namens die partye op hede die 15de dag van Augustus 1989 te Johannesburg onderteken.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 2438

10 November 1989

SUID-AFRIKAANSE RAAD VIR MAATSKAPLIKE WERK

REGULASIES BETREFFENDE DIE GELDE BETAALBAAR DEUR MAATSKAPLIKE WERKERS EN STUDENT-MAATSKAPLIKE WERKERS

Die Minister van Nasionale Gesondheid en Bevolkingsontwikkeling het kragtens artikel 28 van die Wet op Maatskaplike Werk, 1978 (Wet No. 110 van 1978), op aanbeveling van die Suid-Afrikaanse Raad vir Maatskaplike Werk die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE**WOORDOMSKRYWING**

1. In hierdie regulasies beteken “die Wet” die Wet op Maatskaplike Werk, 1978 (Wet No. 110 van 1978), en het 'n uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis, tensy dit uit die samehang anders blyk.

GELDE BETAALBAAR AAN DIE RAAD

2. (a) Die volgende gelde moet deur maatskaplike werkers aan die raad betaal word:

- | | |
|--|---------|
| (i) Registrasiegeld deur applikante wat hulle kwalifikasies aan 'n opleidingsinrigting in die Republiek of 'n staat waarvan die gebied voorheen deel van die Republiek uitgemaak het, verwerf het..... | R35,00 |
| (ii) Registrasiegeld deur applikante wat hulle kwalifikasies aan 'n opleidingsinrigting in 'n land waarvan die gebied nooit deel van die Republiek uitgemaak het nie, verwerf het | R120,00 |

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act, further—

“iron and steel producing activities” means activities in which employees are engaged on processes involving and/or ancillary to the production of forged and/or rolled and/or drawn metal products and/or semis and/or liquid metal and/or the manufacture of cast metal balls;

“Main Agreement” means the Agreement published under Government Notice No. R. 1329 of 27 June 1980 and includes any re-enactment, renewal, amendment or extension thereof.

4. GENERAL PROVISIONS

The following provisions of the Main Agreement shall *mutatis mutandis* apply to the employers and employees to whom this Agreement applies:

(a) Sections 1 (3) to (5) inclusive, 3 to 8 (2) inclusive, 8 (4) to 22 inclusive, 24 to 27 inclusive and 29 to 37 inclusive of Part I, and all the provisions of Part II;

(b) sections 8 (3), 8bis, 23 and 28 of Part I.

Signed at Johannesburg for and on behalf of the parties, this 15th day of August 1989.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

DEPARTEMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 2438

10 November 1989

SOUTH AFRICAN COUNCIL FOR SOCIAL WORK

REGULATIONS RELATING TO THE FEES PAYABLE BY SOCIAL WORKERS AND STUDENT SOCIAL WORKERS

The Minister of National Health and Population Development has, in terms of section 28 of the Social Work Act, 1978 (Act No. 110 of 1978), on the recommendation of the South African Council for Social Work, made the regulations contained in the Schedule hereto.

SCHEDULE**DEFINITION**

1. In these regulations “the Act” means the Social Work Act, 1978 (Act No. 110 of 1978), and any expression to which a meaning has been assigned in the Act shall bear that meaning, unless the context otherwise indicates.

FEES PAYABLE TO THE COUNCIL

2. (a) The following fees shall be paid to the council by social workers:

- | | |
|--|---------|
| (i) Registration fee by applicants who obtained their qualifications at a training institution in the Republic or from a state which previously formed part of the Republic..... | R35,00 |
| (ii) Registration fee by applicants who obtained their qualifications at a training institution in a country, the area of which has never been part of the Republic..... | R120,00 |

- (iii) Herregistrasiegeld deur 'n persoon wie se registrasie kragtens artikel 22 (1) (c) van die Wet ingetrek is R75,00
- (iv) Jaargeld, behoudens regulasie 3 R96,00
- (v) Gelde vir die terugplasing van die naam van 'n persoon wie se naam kragtens artikel 20 van die Wet uit die register geskrap is R75,00.

(b) Die volgende gelde moet deur student-maatskaplike werkers aan die raad betaal word:

- (i) Registrasiegeld R15,00
- (ii) Gelde vir die voortsetting van registrasie R15,00
- (iii) Herregistrasiegeld deur 'n persoon wie se registrasie kragtens artikel 22 (1) (c) van die Wet ingetrek is R15,00
- (iv) Gelde vir die terugplasing van die naam van 'n persoon wie se naam kragtens artikel 20 van die Wet uit die register geskrap is R15,00.

(c) Die volgende diverse gelde moet aan die raad betaal word:

- (i) Gelde vir 'n duplikaatregistrasiesertifikaat R15,00
- (ii) Gelde vir insae in die register (per geleentheid) .. R15,00
- (iii) Gelde vir die uitreiking van 'n uittreksel uit die register (per bladsy) R15,00.

VOORBEHOUD

3. Ondanks die bepalings van regulasie 2 (a) (iv), word enige persoon wat in die loop van enige boekjaar voor of op 31 Maart van daardie boekjaar die ouderdom van 65 jaar bereik, vir die daaropvolgende boekjaar vrygestel van die betaling van jaargeld.

HERROEPING VAN REGULASIES

4. (a) Die regulasies uitgevaardig by Goewermmentskennisgewing No. R. 585 van 20 Maart 1987 en Aanhangel A van die regulasies uitgevaardig by Goewermmentskennisgewing No. R. 2427 van 30 Oktober 1987 word hierby herroep.

(b) Die omskrywing van die uitdrukking "voorgeskrewe" in regulasie 1 van die regulasies uitgevaardig by Goewermmentskennisgewing No. R. 2426 van 30 Oktober 1987 word hierby geskrap.

(c) Die uitdrukking "voorgeskryf in Aanhangel A", waar dit ook al voorkom in die regulasies uitgevaardig by Goewermmentskennisgewing No. R. 2427 van 30 Oktober 1987, word hierby geskrap.

- (iii) Reregistration fee by a person whose registration has been cancelled in terms of section 22 (1) (c) of the Act R75,00
- (iv) Annual fee, subject to regulation 3 R96,00
- (v) Fees for the restoration of the name of a person whose name has been removed from the register in terms of section 20 of the Act R75,00.

(b) The following fees shall be paid to the council by student social workers:

- (i) Registration fee R15,00
- (ii) Fee for the continuation of registration R15,00
- (iii) Reregistration fee by a person whose registration has been cancelled in terms of section 22 (1) (c) of the Act R15,00
- (iv) Fee for the restoration of the name of a person whose name has been removed from the register in terms of section 20 of the Act R15,00.

(c) The following miscellaneous fees shall be paid to the council:

- (i) Fee for a duplicate registration certificate R15,00
- (ii) Fees for inspection of the register (per occasion) R15,00
- (iii) Fee for the issue of an extract from the register (per page) R15,00.

RESERVATION

3. Notwithstanding the provisions of regulation 2 (a) (iv), any person who in the course of any financial year attains the age of 65 years before or on 31 March of that financial year shall be exempted from the payment of annual fees for the following financial years.

WITHDRAWAL OF REGULATIONS

4. (a) The regulations made under Government Notice R. 585 of 20 March 1987 and Annexure A of the regulations made under Government Notice No. R. 2427 of 30 October 1987 are hereby withdrawn.

(b) The definition of the expression "prescribed" in regulation 1 of the regulations made under Government Notice No. R. 2426 of 30 October 1987 is hereby deleted.

(c) The expression "prescribed in Annexure A" wherever it may occur in the regulations made under Government Notice No. R. 2427 of 30 October 1987 is hereby deleted.

No. R. 2439

10 November 1989

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET No. 54 VAN 1972).—TOEPASSING DEUR PLAASLIKE BESTURE

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid en Bevolkingsontwikkeling, magtig hierby kragtens artikel 23 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die Munisipaliteit van Eshowe om binne sy regsgebied en deur middel van sy behoorlik gemagtigde beamptes die toepaslike bepalings van genoemde Wet uit te voer.

E. H. VENTER,

Minister van Nasionale Gesondheid en Bevolkingsontwikkeling.

No. R. 2439

10 November 1989

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT No. 54 OF 1972).—ENFORCEMENT BY LOCAL AUTHORITY

I, Elizabeth Hendrina Venter, Minister of National Health and Population Development, hereby authorise under section 23 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), the Borough of Eshowe to enforce the relevant provisions of the said Act within its area of jurisdiction and through its duly authorised officers.

E. H. VENTER,

Minister of National Health and Population Development.

SUID-AFRIKAANSE VERVOERDIENSTE

No. R. 2408

10 November 1989

WYSIGING IN DIE TENDERRAADREGULASIES EN -INSTRUKSIES

Die Minister van Vervoerwese het ingevolge artikel 4 (8), saamgelees met artikel 77, van Wet No. 65 van 1981 goedkeuring verleen dat Tenderraadregulasies en -instruksies van die Suid-Afrikaanse Vervoerdienste soos volg gewysig word:

TENDERRAADREGULASIE 4

Skrap subparagraaf 4 (2) (m) in sy geheel.

TENDERRAADINSTRUKSIE 23

Voeg die volgende sin in as 'n nuwe paragraaf aan die end van Tenderraadinstruksie 23:

"Hierdie instruksie geld *mutatis mutandis* vir faksimileetenders."

SOUTH AFRICAN TRANSPORT SERVICES

No. R. 2408

10 November 1989

AMENDMENT OF THE TENDER BOARD REGULATIONS AND INSTRUCTIONS

The Minister of Transport Affairs has in terms of section 4 (8), read with section 77, of Act No. 65 of 1981, approved of Tender Board Regulations and Instructions of the South African Transport Services being amended as follows:

TENDER BOARD REGULATION 4

Delete subparagraph 4 (2) (m) in its entirety.

TENDER BOARD INSTRUCTION 23

Add the following sentence at the end of Instruction 23 as a new paragraph:

"This instruction applies *mutatis mutandis* to facsimile tenders."

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.

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