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No. 12181

GOEWERMENSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU- ONTWIKKELING

No. R. 2510 17 November 1989

WET OP DIE BEWARING VAN LANDBOU-
HULPBRONNE, 1983 (WET No. 43 VAN 1983)

VLOEDHULPSKEMA VIR VLOEDRAMP- GEBIEDE. — WYSIGING

Ek, Andre Isak van Niekerk, Minister van Landbou-ontwikkeling, wysig hiermee kragtens die bevoegdheid my verleen by artikel 8, gelees met artikel 9, van die Wet op die Bewaring van Landbouhulpbronne, 1983 (Wet No. 43 van 1983), die Tabel van die Vloedhulpskema vir Vloedrampgebiede afgekondig by Goewermenskennisgewing R. No. 47 van 15 Januarie 1988, soos in die Bylae uiteengesit.

A. I. VAN NIEKERK,
Minister van Landbou-ontwikkeling.

BYLAE

Die volgende inskrywing word hierby aan die einde van die Tabel, in die kolomme soos aangedui, ingevoeg:

Gebied waarin skema van toepassing is	Datum of datums waarop vloedskade aan grondbewaringswerke voorgekom het	Instellingsdatum
1	2	3
"8. Die landdrosdistrik Calvinia	21 April 1989	1 November 1989".

GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

No. R. 2510 17 November 1989

CONSERVATION OF AGRICULTURAL RE-
SOURCES ACT, 1983 (ACT No. 43 of 1983)

FLOOD RELIEF SCHEME FOR FLOOD DISAS- TER AREAS. — AMENDMENT

I, Andre Isak van Niekerk, Minister of Agricultural Development, hereby, under the powers vested in me by section 8, read with section 9, of the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983), amend the Table of the Flood Relief Scheme for Flood Disaster Areas published by Government Notice No. R. 47 of 15 January 1988, as specified in the Schedule.

A. I. VAN NIEKERK,
Minister of Agricultural Development.

SCHEDULE

The following insertion is hereby made at the end of the Table, in the columns as specified:

Area in which scheme is applicable	Date or dates on which flood damage to soil conservation works occurred	Date of inception
1	2	3
"8. The Magisterial District of Calvinia	21 April 1989	1 November 1989".

DEPARTEMENT VAN FINANSIES

No. R. 2473

17 November 1989

DOEANE- EN AKSYNSWET, 1964**WYSIGING VAN BYLAE 3 (No. 3/83)**

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Januarie 1988, in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

DEPARTMENT OF FINANCE

No. R. 2473

17 November 1989

CUSTOMS AND EXCISE ACT, 1964**AMENDMENT OF SCHEDULE 3 (No. 3/83)**

Under section 48A of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended, with retrospective effect to 1 January 1988, to the extent set out in the Schedule hereto.

G. MARAIS,

Deputy Minister of Finance.

BYLAE

I Korting- item	II			III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.		
312.01	"58.10	01.04	40	Deur na tariefpos No. 58.09 die volgende in te voeg: Borduurwerk, in die stuk, vir gebruik as bodeel- materiaal	Volle reg"

Opmerking. — 'n Oorskakelingsfout word reggestel met terugwerkende krag tot 1 Januarie 1988.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
312.01	"58.10	01.04	40	By the insertion after tariff heading No. 58.09 of the following: Embroidery, in the piece, for use as upper mate- rial	Full duty"

Note. — A transposition error is rectified with retrospective effect to 1 January 1988.

No. R. 2474

17 November 1989

DOEANE- EN AKSYNSWET, 1964**WYSIGING VAN BYLAE 4 (No. 4/40)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 4 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 7 Julie 1989, in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

No. R. 2474

17 November 1989

CUSTOMS AND EXCISE ACT, 1964**AMENDMENT OF SCHEDULE 4 (No. 4/40)**

Under section 75 of the Customs and Excise Act, 1964, Schedule 4 to the said Act is hereby amended, with retrospective effect to 7 July 1989, 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- tasies
	Tariefpos	Korting- kode	T. S.		
Opmerkings:				Deur na Opmerking 3 die volgende in te voeg: "4. By die toepassing van hierdie By- lae, beteken die uitdrukking "ef- fektiewe skaal van reg" die reg be- reken volgens 'n eenheid van hoe- veelheid uitgedruk as 'n persenta- sie van die waarde vir belas- tingdoelcindes."	

I Korting- item	II			III Mate van Korting	Anno- taties
	Tariefpos	Korting- kode	T. S.		
412.25 "412.25	00.00	01.00 02.00	01 04	Deur kortingitem 412.25 deur die volgende te vervang: Goedere, ten opsigte waarvan die skaal van reg of die effektiewe skaal van reg in Deel 1 van Bylae No. 1 meer as 3% is, in die Volksrepubliek van Mosambiek geproduseer of vervaardig, en direk daarvandaan ingevoer, van sodanige klas of soort en enige ander eienskappe en in sodanige hoeveelhede soos gespesifiseer in enige sertifikaat in die vorm soos goedgekeur deur die Direkteur-generaal: Handel en Nywerheid, en uitgereik ten behoeve van die Volksrepubliek van Mosambiek Goedere, ten opsigte waarvan die skaal van reg of die effektiewe skaal van reg in Deel 1 van Bylae No. 1 hoogstens 3% is, in die Volksrepubliek van Mosambiek geproduseer of vervaardig, en direk daarvandaan ingevoer, van sodanige klas of soort en enige ander eienskappe en in sodanige hoeveelhede soos gespesifiseer in enige sertifikaat in die vorm soos goedgekeur deur die Direkteur-generaal: Handel en Nywerheid, en uitgereik ten behoeve van die Volksrepubliek van Mosambiek	Volle reg in Deel 1 van Bylae No. 1 min 3% Volle reg in Deel 1 van Bylae No. 1"

- Opmerkings.* — 1. Die mate van korting waarteen goedere vanaf die Volksrepubliek van Mosambiek ingevoer mag word, word gewysig, met terugwerkende krag tot 7 Julie 1989.
2. 'n Nuwe Opmerking wat die uitdrukking "effektiewe skaal van reg" omskryf, word ingevoeg.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
<i>Notes:</i>					
412.25 "412.25	00.00	01.00 02.00	01 04	By the insertion after Note 3 of the following: "4. For the purposes of this Schedule, the expression "effective rate of duty" means the duty calculated according to a unit of quantity expressed as a percentage of the value for duty purposes. By the substitution for rebate item 412.25 of the following: Goods, in respect of which the rate of duty or the effective rate of duty in Part 1 of Schedule No. 1 exceeds 3%, produced or manufactured in the People's Republic of Mozambique, and imported directly therefrom, of such class or kind and any other characteristics and in such quantities as specified in any certificate in such form as approved by the Director-General: Trade and Industry, and issued on behalf of the People's Republic of Mozambique Goods, in respect of which the rate of duty or the effective rate of duty in Part 1 of Schedule No. 1 does not exceed 3%, produced or manufactured in the People's Republic of Mozambique, and imported directly therefrom, of such class or kind and any other characteristics and in such quantities as specified in any certificate in such form as approved by the Director-General: Trade and Industry, and issued on behalf of the People's Republic of Mozambique	Full duty in Part 1 of Schedule No. 1 less 3% Full duty in Part 1 of Schedule No. 1"

- Note.* — 1. The extent of the rebate under which goods can be imported from the People's Republic of Mozambique, is amended, with retrospective effect to 7 July 1989.
2. A new Note defining the expression "effective rate of duty", is inserted.

No. R. 2475

17 November 1989

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/194)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Januarie 1988, in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

No. R. 2475

17 November 1989

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/194)

Under section 48A of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended, with retrospective effect to 1 January 1988, to the extent set out in the Schedule hereto.

G. MARAIS,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotations
82.07			Deur subpos No. 8207.11.20 deur die volgende te vervang:			
	“.20	0	Bore en onderdele daarvan, van 'n soort vir optrekboorwerk gebruik	kg	vry"	

Opmerking. — 'n Oorsakelingsfout word reggestel met terugwerkende krag tot 1 Januarie 1988.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
82.07			By the substitution for subheading No. 8207.11.20 of the following:			
	“.20	0	Bits and parts thereof, of a kind used for raise boring	kg	free"	

Note. — A transposition error is rectified with retrospective effect to 1 January 1988.

No. R. 2476

17 November 1989

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/2/23)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 2B van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

No. R. 2476

17 November 1989

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/2/23)

Under section 48 of the Customs and Excise Act, 1964, Part 2B of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

G. MARAIS,

Deputy Minister of Finance.

BYLAE

I Item	II Pos	II Subpos	IV Artikel Beskrywing	V Skaal van Reg		Annotations
				Aksyns	Docane	
124.75			Deur item 124.75 deur die volgende te vervang:			
“124.75	85.28		Televisie-ontvangstoestelle (met inbegrip van video-monitors en video-projektors), hetsy in dieselfde omhulsel gekombineer al dan nie met radio-ontvangstoestelle, of klank- of video-opneemapparate of -weergee-apparate:			
.10		8528.10} 8528.20}	Video-opneem of -weergee-apparate wat 'n video-instemmer inkorporeer; video-monitors; video-projektors	35%	35%	
.20		8528.10.90	Ander, kleur, met 'n skermgrootte van hoogstens 51 cm	35% min 16 000c elk	—	

I Item	II Pos	II Subpos	IV Artikel Beskrywing	V Skaal van Reg		Annota- sies
				Aksyns	Doeane	
.30		8528.10.90	Ander, kleur, met 'n skermgrootte van meer as 51 cm	35% min 22 800c elk	—	
.40		8528.20.90	Ander, swart-en-wit of ander monochroom, met 'n skermgrootte van hoogstens 31 cm	35% min 4 500c elk	—	
.50		8528.20.90	Ander, swart-en-wit of ander monochroom, met 'n skermgrootte van meer as 31 cm	35% min 7 800c elk	—	

Opmerking. — Die item word gewysig om rekenarisering te vergemaklik.

SCHEDULE

I Item	II Heading	II Subheading	IV Article Description	V Rate of Duty		Annota- tions
				Excise	Customs	
124.75			By the substitution for item 124.75 of the following:			
"124.75	85.28		Television receivers (including video monitors and video projectors), whether or not combined, in the same housing, with radio-broadcast receivers or sound or video recording or reproducing apparatus:			
.10		8528.10 } 8528.20 }	Video recording or reproducing apparatus incorporating a video tuner; video monitors; video projectors	35%	35%	
.20		8528.10.90	Other, colour, of a screen size not exceeding 51 cm	35% less 16 000c each	—	
.30		8528.10.90	Other, colour, of a screen size exceeding 51 cm	35% less 22 800c each	—	
.40		8528.20.90	Other, black and white or other monochrome, of a screen size not exceeding 31 cm	35% less 4 500c each	—	
.50		8528.20.90	Other, black and white or other monochrome, of a screen size exceeding 31 cm	35% less 7 800c each	—	

Note. — The item is amended to facilitate computerisation.

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 2500

17 November 1989

WET OP HIGIËNE BY DIERESLAG, VLEIS EN DIERLIKE PRODUKTE, 1967 (WET No. 87 VAN 1967)

STAANDE REGULASIES. — VOORGESTELDE WYSIGING

Ek, Jacob de Villiers, Minister van Landbou, handelende kragtens artikel 38 van die Wet op Higiëne by Diereslag, Vleis en Dierlike Produkte, 1967 (Wet No. 87 van 1967) —

(a) maak hierby bekend dat ek van voorneme is om die regulasie in die Bylae uit te vaardig; en

(b) nooi belanghebbende persone hierby uit om besware teen of verhoë aangaande die voorgestelde regulasie binne vier weke na datum van publikasie hiervan skriftelik aan die Hoofvleishigiënebeampte, Privaatsak X138; Pretoria, 0001, voor te lê.

J. DE VILLIERS,
Minister van Landbou.

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2500

17 November 1989

ANIMAL SLAUGHTER, MEAT AND ANIMAL PRODUCTS HYGIENE ACT, 1967 (ACT No. 87 OF 1967)

STANDING REGULATIONS. — PROPOSED AMENDMENT

I, Jacob de Villiers, Minister of Agriculture, acting under section 38 of the Animal Slaughter, Meat and Animal Products Hygiene Act, 1967 (Act No. 87 of 1967), hereby —

(a) make known that I intend to issue the regulation in the Schedule; and

(b) invite interested persons to submit any objections to or representations concerning the proposed regulation in writing to the Chief Meat Hygiene Officer, Private Bag X138, Pretoria, 0001, within four weeks from the date of publication hereof.

J. DE VILLIERS,
Minister of Agriculture.

BYLAE

Die Staande Regulasies gepubliseer by Goewermentskennisgewing No. R. 3505 van 9 Oktober 1969, soos gewysig deur die regulasies gepubliseer by Goewermentskennisgewings Nos. R. 98 van 16 Januarie 1970, R. 1501 van 11 September 1970, R. 813 van 18 Mei 1973, R. 1809 van 5 Oktober 1973, R. 1925 van 25 Oktober 1974, R. 537 van 7 April 1977, R. 2671 van 30 November 1979, R. 1629 van 3 Augustus 1984, R. 599 van 27 Maart 1986, R. 940 van 30 April 1987 en R. 1272 van 1 Julie 1988, word hierby verder gewysig deur die tabel in paragraaf 1 van Skedule 10 daarvan met ingang van 1 Oktober 1989 deur die volgende tabel te vervang:

"(i) Karkasse

Per bees of gedeelte daarvan.....	R3,90 elk.
Per kalf met 'n massa bo 40 kg of 'n gedeelte daarvan	R3,90 elk.
Per kalf met 'n massa van 40 kg of minder of 'n gedeelte daarvan	R2,00 elk.
Per vark of 'n gedeelte daarvan	R2,00 elk.
Per skaap, lam of bok of 'n gedeelte daarvan	R0,60 elk.
Per dier van die perdefamilie of 'n gedeelte daarvan	R3,90 elk.
Per stuk pluimvee of 'n gedeelte daarvan	R0,05 elk.
Per volstruis of 'n gedeelte daarvan	R2,00 elk.
Per dier wat deur die Minister tot 'n dier vir die doeleindes van die Wet verklaar is, en nie hierbo gespesifiseer is nie	R0,02 per kg van die karkasmassa.

(ii) Ontbeende vleis

Beesvleis, skaapvleis, bokvleis, kalfsvleis en varkvleis	R0,02 per kg of gedeelte van 'n kg."
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SCHEDULE

The Standing Regulations published by Government Notice No. R. 3505 of 9 October 1969, as amended by the regulations published by Government Notices Nos. R. 98 of 16 January 1970, R. 1501 of 11 September 1970, R. 813 of 18 May 1973, R. 1809 of 5 October 1973, R. 1925 of 25 October 1974, R. 537 of 7 April 1977, R. 2671 of 30 November 1979, R. 1629 of 3 August 1984, R. 599 of 27 March 1986, R. 940 of 30 April 1987 and R. 1272 of 1 July 1988, is hereby further amended by the substitution for the table in paragraph 1 of Schedule 10 thereof of the following table with effect from 1 October 1989:

"(i) Carcasses

Per bovine or a portion thereof.....	R3,90 each.
Per calf with a mass exceeding 40 kg or a portion thereof.....	R3,90 each.
Per calf with a mass of 40 kg or less or a portion thereof	R2,00 each.
Per pig or a portion thereof	R2,00 each.
Per sheep, lamb, goat or a portion thereof	R0,60 each.
Per animal of the equine family or a portion thereof	R3,90 each.
Per head of poultry or a portion thereof	R0,05 each.
Per ostrich or a portion thereof.....	R2,00 each.
Per animal declared by the Minister to be an animal for the purpose of the Act, and not specified above.....	R0,02 per kg of carcass mass.

(ii) Deboned meat

Beef, mutton, goat's meat, veal and pork	R0,02 per kg or portion of a kg."
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No. R. 2503**17 November 1989****BEMARKINGSWET, 1968 (Wet No. 59 van 1968)****LUSERNSAADSKEMA. — VERKOOPPRYSE VIR LUSERNSAAD — WYSIGING**

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 Lusernaadraad bedoel in artikel 3 van die Lusernaadskema gepubliseer by Proklamasie No. R. 30 van 1963, soos gewysig, kragtens artikel 18 van die genoemde Skema die verbod gepubliseer by Goewermentskennisgewing No. R. 123 van 27 Januarie 1983 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. DE VILLIERS,
Minister van Landbou.

BYLAE

Goewermentskennisgewing No. R. 123 van 27 Januarie 1989 word hierby gewysig deur die Tabel in die Bylae daarby deur die volgende Tabel te vervang:

"TABEL

Klas lusernaad	Maksimum prys per 50 kg
1	2
1. Lusernaad van die variëteit S.A. Standaard ...	R392,40
2. Lusernaad van die variëteit CUF101 wat nie gesertifiseer is nie	R392,40
3. Lusernaad van die variëteit CUF101 wat gesertifiseer is	R579,53"

No. R. 2503**17 November 1989****MARKETING ACT, 1968 (ACT No. 59 OF 1968)****LUCERNE SEED SCHEME. — SELLING PRICES FOR LUCERNE SEED — AMENDMENT**

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 Lucerne Seed Board referred to in section 3 of the Lucerne Seed Scheme published by Proclamation No. R. 30 of 1963, as amended, has under section 18 of the said Scheme amended the prohibition published by Government Notice No. R. 123 of 27 January 1989, 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. DE VILLIERS,
Minister of Agriculture.

SCHEDULE

Government Notice No. R. 123 of 27 January 1989 is hereby amended by the Substitution for the Table in the Schedule thereto of the following Table:

"TABLE

Class of lucerne seed	Maximum price per 50 kg
1	2
1. Lucerne seed of the variety S.A. Standard	R392,40
2. Lucerne seed of the variety CUF101 that is not certified.....	R392,40
3. Lucerne seed of the variety CUF101 that is certified.....	R579,53"

No. R. 2504

17 November 1989

WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET No. 47 VAN 1970)

PRYS- EN BETALINGSREËLINGS MET
BETREKKING TOT GOEIEWYN: 1989/1990. —
VOORGESTELDE WYSIGING

Ek, Jacob de Villiers, Minister van Landbou, handelende ingevolge artikel 18 van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970) —

(a) maak hierby bekend dat die “Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt” kragtens genoemde artikel die voorstelle in die Bylae hierby uiteengesit, voorgelê het ten einde die prys- en betalingsreëlings wat by Goewermentskennissgewing No. R. 1516 van 14 Julie 1989 goedgekeur is, verder te wysig; en

(b) sê hierby alle belanghebbendes aan om enige besware wat hulle teen die voorgestelde wysiging het, binne 14 dae na datum van publikasie van hierdie kennisgewing skriftelik by die Direkteur-generaal, Departement van Landbou-ekonomie en -bemarking, Dirk Uysgebou, Privaatsak X250, Pretoria, 0001, in te lewer.

J. DE VILLIERS,
Minister van Landbou.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken “die Kennisgewing” die Bylae by Goewermentskennissgewing No. R. 566 van 31 Maart 1989 (soos verbeter by Goewermentskennissgewing No. R. 1001 van 19 Mei 1989), en die voorgestelde wysigings daarvan gepubliseer by Goewermentskennissgewings Nos. R. 1520 van 14 Julie 1989 en R. 1836 van 25 Augustus 1989.

Wysiging van klousule 7 van die Kennisgewing

2. Klousule 7 van die Kennisgewing word hierby gewysig —

(a) deur in item 3A van die tabel in subklousule (1) die uitdrukking “47c” te skrap; en

(b) deur die volgende item na item 5 van die tabel in subklousule (1) in te voeg:

Tipe houer en verpakkingsmateriaal	Byvoeging per liter	
	uitsluitende karton	insluitende karton
“5A. Vyfliter tapsak (uitsluitende kartonomhulsel)	28c	—”

Vervanging van klousule 11 van die Kennisgewing

3. Klousule 11 van die Kennisgewing word hierby deur die volgende klousule vervang:

“Byvoeging van rente

11. Die rente wat gevoeg moet word by enige agterstallige betaling van 'n bedrag (insluitende rente) wat verskuldig is ten opsigte van wyn —

(a) aangekoop voor of op 31 Januarie 1989, is 23,0 persent per jaar, bereken op die totale bedrag verskuldig (insluitende rente) vanaf 1 Oktober 1989 tot die datum waarop betaling geskied; en

(b) waarvoor die betaling binne die tydperk in klousule 10 bedoel, gemaak moet word, is 21,0 persent per jaar bereken op die totale bedrag verskuldig (insluitende rente) vanaf 1 Oktober 1989 of die dag wat volg op die datum waarop die betaling aldus opeisbaar word, tot die datum waarop die betaling geskied, of tot 31 Januarie 1990, watter datum ookal die vroegste is.”.

No. R. 2504

17 November 1989

WINE AND SPIRIT CONTROL ACT, 1970
(ACT No. 47 OF 1970)

PRICE AND PAYMENT ARRANGEMENTS WITH
REGARD TO GOOD WINE: 1989/90. — PROPOSED
AMENDMENT

I, Jacob de Villiers, Minister of Agriculture, acting in terms of section 18 of the Wine and Spirit Control Act, 1970 (Act No. 47 of 1970), hereby —

(a) make known that the “Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt” has under the said section submitted the proposals set out in the Schedule hereto, in order to further amend the price and payment arrangements approved by Government Notice No. R. 1516 of 14 July 1989; and

(b) call upon all interested persons to lodge any objections which they have against the proposed amendment in writing with the Director-General, Department of Agricultural Economics and Marketing, Dirk Uys Building, Private Bag X250, Pretoria, 0001, within 14 days of the date of publication of this notice.

J. DE VILLIERS,
Minister of Agriculture.

SCHEDULE

Definition

1. In this Schedule “the Notice” means the Schedule to Government Notice No. R. 566 of 31 March 1989 (as corrected by Government Notice No. R. 1001 of 19 May 1989), and the proposed amendments thereof published by Government Notices Nos. R. 1520 of 14 July 1989 and R. 1836 of 25 August 1989.

Amendment of clause 7 of the Notice

2. Clause 7 of the Notice is hereby amended —

(a) by the deletion in item 3A of the table in subclause (1) of the expression “47c”; and

(b) by the insertion of the following item after item 5 of the table in subclause (1):

Type of container and packing material	Addition per litre	
	excluding carton	including carton
“5A. Five litre tapped bag (excluding carton housing)	28c	—”

Substitution of clause 11 of the Notice

3. The following clause is hereby substituted for clause 11 of the Notice:

“Addition of interest

11. The interest which shall be added to any arrear payment of an amount (including interest) which is due in respect of wine —

(a) purchased on or before 31 January 1989 shall be 23,0 per cent per annum, calculated on the total amount owing (including interest) from 1 October 1989 until the date of payment; and

(b) for which payment should be made within the period referred to in clause 10 shall be 21,0 per cent per annum, calculated on the total amount owing (including interest) from 1 October 1989 or the day following the date on which payment becomes thus due, until the date of payment, or until 31 January 1990, whichever date is the earlier.”.

No. R. 2505

17 November 1989

WET OP DIE WATTELBASNYWERHEID, 1960
(WET No. 23 van 1960)

WYSIGING VAN REGULASIES

Die Minister van Omgewingsake en van Waterwese het kragtens artikel 8 van die Wet op die Wattlebasnywerheid, 1960, die regulasies uitgevaardig kragtens die genoemde Wet, gewysig soos in die Bylae hierby uiteengesit.

BYLAE

In hierdie regulasies, tensy uit die samehang anders blyk, beteken "die regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 262 van 25 Februarie 1977 soos gewysig by Goewermentskennisgewings, Nos. R. 1045 van 26 Mei 1978, R. 2361 van 1 Desember 1978, R. 2308 van 30 Oktober 1981, R. 703 van 8 April 1982, R. 1031 van 28 Mei 1982 van R. 1722 van 15 Augustus 1986 en het enige uitdrukking waaraan in die Wet 'n betekenis geheg word, dieselfde betekenis.

1. Regulasie 10 van die regulasies word hierby deur die volgende regulasie vervang:

"10. Niemand mag—

(a) wattlebas uit die Republiek uitvoer nie, tensy 'n uitvoersertifikaat deur 'n inspekteur uitgereik is;

(b) sonder die goedkeuring van die Minister, verleen met die instemming van die Raad, enige saad van die spesie *Acacia mearnsii* de Wild (algemeen bekend as swartwattle) uit die Republiek uitvoer nie".

No. R. 2506

17 November 1989

VEEVERBETERINGSWET, 1977
(WET No. 25 van 1977)

TOEPASSING VAN WET

Ek, Jacob de Villiers, Minister van Landbou, handelende kragtens artikel 2 van die Veeverbeteringswet, 1977 (Wet No. 25 van 1977)—

(a) verklaar hierby—

(i) diere van die soorte in kolom 1 van Tabel A vermeld, as diere vir die doeleindes van al die bepalings van genoemde Wet behalwe artikel 17;

(ii) diere van die rasse in kolom 2 en 3 van Tabel A vermeld, as diere vir die doeleindes van die bepalings van artikels 9 (3) en 18 van genoemde Wet;

(iii) pluimvee van die soorte in Tabel B vermeld, as diere vir die doeleindes van al die bepalings van genoemde Wet behalwe artikels 7, 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22 en 23;

(iv) volstruise as diere vir die doeleindes van die bepalings van artikel 17 van genoemde Wet vir sover dit betrekking het op die uitvoer van volstruise en die eiers daarvan; en

(b) herroep hierby Goewermentskennisgewings Nos. R. 1180 van 20 Junie 1986, R. 736 van 3 April 1987, R. 874 van 24 April 1987, R. 2732 van 11 Desember 1987, R. 1024 van 27 Mei 1988, R. 263 van 24 Februarie 1989, R. 982 van 19 Mei 1989 en R. 1475 van 14 Julie 1989.

J. DE VILLIERS,
Minister van Landbou.

No. R. 2505

17 November 1989

WATTLE BARK INDUSTRY ACT, 1960
(ACT No. 23 OF 1960)

AMENDMENT OF REGULATIONS

The Minister of Environment Affairs and of Water Affairs has under section 8 of the Wattle Bark Industry Act, 1960, amended the regulations promulgated under the said Act as set out in the Schedule hereto.

SCHEDULE

In these regulations, unless the context otherwise indicates, "the regulations" shall mean the regulations published under Government Notice No. R. 262 of 25 February 1977 as amended by Government Notice Nos. R. 1045 of 26 May 1978, R. 2361 of 1 December 1978, R. 2308 of 30 October 1981, R. 703 of 8 April 1982, R. 1031 of 28 May 1982 and R. 1722 of 15 August 1986 and any expression to which a meaning has been assigned in the Act, shall have the same meaning.

1. Regulation 10 of the regulations is hereby substituted for the following regulation:

"10. No person shall—

(a) export any wattle bark from the Republic unless an export certificate has been issued by an inspector;

(b) without the approval of the Minister, granted with the concurrence of the Board, export any seed of the species *Acacia mearnsii* de Wild (commonly known as black wattle) from the Republic".

No. R. 2506

17 November 1989

LIVESTOCK IMPROVEMENT ACT, 1977
(ACT No. 25 of 1977)

APPLICATION OF ACT

I, Jacob de Villiers, Minister of Agriculture, acting under section 2 of the Livestock Improvement Act, 1977 (Act No. 25 of 1977), hereby—

(a) declare—

(i) animals of the kinds specified in column 1 of Table A to be animals for the purposes of all the provisions of the said Act except section 17;

(ii) animals of the breeds specified in columns 2 and 3 of Table A to be animals for the purposes of section 9 (3) and 18 of the said Act;

(iii) poultry of the kinds specified in Table B to be animals for the purposes of all the provisions of the said Act except sections 7, 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22 and 23; and

(iv) ostriches to be animals for the purposes of the provisions of section 17 of the said Act in so far as it relates to the export of ostriches and the eggs thereof; and

(b) repeal Government Notices Nos. R. 1180 of 20 June 1986; R. 736 of 3 April 1987, R. 874 of 24 April 1987, R. 2732 of 11 December 1987, R. 1024 of 27 May 1988, R. 263 of 24 February 1989, R. 982 of 19 May 1989 and R. 1475 of 14 July 1989.

J. DE VILLIERS
Minister of Agriculture.

TABEL A/TABLE A

SOORTE EN RASSE DIERE WAAROP DIE WET VAN TOEPASSING IS
KINDS AND BREEDS OF ANIMALS TO WHICH THE ACT SHALL APPLY

Soorte diere Kinds of animal	Erkende rasse Recognised breeds	Ontwikkelende rasse Developing breeds
1	2	3
Beeste/Cattle	Aberdeen Angus Afrikaner Ayrshire Bonsmara Brahman Bruin Switser/Brown Swiss Charolais Deutsches Rotvieh Dexter Drakensberger Fries/Friesland Galloway Gelbvieh Guernsey Hereford Jersey Limousin Noord-Devon/North Devon Pinzgauer Rooipoenskap/Red Poll Rotbunte Schleswich-Holsteiner Santa Gertrudis Shorthorn Simmentaler Suid-Devon/South Deven Sussex	Beefmaster. Brangus. Nguni. Pedi. Simbra. Tuli.
Bokke/Goats	Angora British Alpine Bunte Deutsche Edelziege Saanen Toggenberger	Boerbok/Boer goat.
Perde/Horses	American Quarter Horse Appaloosa Arabierperd/Arab Horse Clydesdale Connemara-ponie/Connemara Pony Europese Warmbloedperd/European Warm- blood Horse English Halbblut Friesperd/Friesland Horse Hackney Hackney-ponie/Hackney Pony Hafflinger Historiese Boerperd Highland-ponic/Highland Pony Lipizzaner Morganperd/Morgan Horse Nooitgedacht-ponie/Nooitgedacht Pony Percheron Saalperd/Saddler Shetland-ponie/Sheland Pony Shire Volbloed/Thoroughbred Walliese ponie/Welsh Pony	Kaapse Boerperd. S.A. Miniatuurperd/S. A. Miniature Horse. S.A. Vlaamperd.
Skape/Sheep	Border Leicester Corriedale Dorner Dorper Dorset Horn Hampshire Ile de France Karakoel/Karakul Landskaap/Landshoop Lincoln Longwool Merino S.A. Vleismerino/S.A. Mutton Merino Southdown Suffolk	Afrino. Damara. Dohne Merino. Swartkoppersie/Blackhead Persian. Vandor.
Varke/Pigs	Chester White Duroc Groot Swart/Large Black Groot Wit/Large White Hampshire S.A. Landras/S.A. Landrace Walliese/Welsh	

TABEL B

PLUIMVEE WAAROP SEKERE BEPALINGS VAN DIE WET
VAN TOEPASSING IS

Eende.
Ganse.
Hoenders.
Kalkoene.
Makoue.

TABLE B

POULTRY TO WHICH CERTAIN PROVISIONS OF THE ACT
SHALL APPLY

Ducks.
Geese.
Fowls.
Turkeys.
Muscovies.

DEPARTEMENT VAN MANNEKRAG

No. R. 2520

17 November 1989

WET OP MANNEKRAGOPLEIDING, 1981**MOTORNYWERHEID-OPLEIDINGSRAAD.—
WYSIGING VAN LEERVOORWAARDES**

Ek, Eli van der Merwe Louw, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

- (a) wysig hierby, met ingang van die derde Maandag na die datum van publikasie van hierdie kennisgewing, Goewermmentskennisgewing No. R. 1461 van 16 Julie 1982, soos gewysig by Goewermmentskennisgewings Nos. R. 252 van 11 Februarie 1983, R. 1696 van 10 Augustus 1984, R. 730 van 4 April 1985, R. 1271 van 12 Junie 1987 en R. 2528 van 15 Desember 1988, deur klousule 3 (1) van die Leervoordes deur die volgende te vervang:

“3. LONE

- (1) 'n Werkgewer moet 'n vakleerling weekliks besoldig teen minstens die skale hieronder uiteengesit:

- (a) in driejaarambagte:

	R
Eerste jaar	134,55
Tweede jaar	173,25
Derde jaar	231,75

- (b) in vierjaarambagte:

	R
Eerste jaar	134,55
Tweede jaar	152,10
Derde jaar	173,25
Vierde jaar	231,75

Met dien verstande dat 'n vakleerling wie se leertyd ingevolge klousule 8 (2) (c) verleng is, met ingang van die dag na die datum waarop die derde of vierde jaar van sy leertyd, na gelang van die geval, verstryk het, minstens R231,75 per week betaal moet word.”

E. VANDER M. LOUW,
Minister van Mannekrag.

DEPARTMENT OF MANPOWER

No. R. 2520

17 November 1989

MANPOWER TRAINING ACT, 1981**MOTOR INDUSTRY TRAINING BOARD.—
AMENDMENT OF CONDITIONS OF APPRENTICESHIP**

I, Eli van der Merwe Louw, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

- (a) amend, with effect from the third Monday after the date of publication of this notice, Government Notice No. R. 1461 of 16 July 1982, as amended by Government Notices Nos. R. 252 of 11 February 1983, R. 1696 of 10 August 1984, R. 730 of 4 April 1985, R. 1271 of 12 June 1987 and R. 2528 of 15 December 1988, by the substitution for clause 3 (1) of the Conditions of the following:

“3. WAGES

- (1) An employer shall remunerate an apprentice weekly at not less than the rates specified below:

- (a) in three-year trades:

	R
First year	134,55
Second year	173,25
Third year	231,75

- (b) in four-year trades:

	R
First year	134,55
Second year	152,10
Third year	173,25
Fourth year	231,75

Provided that an apprentice whose period of apprenticeship has been extended in terms of clause 8 (2) (c) shall, with effect from the day following the date of termination of his third or fourth year of apprenticeship, as the case may be, be paid not less than R231,75 per week.”

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2521

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956**BOUNYWERHEID, WORCESTER EN WES-
BOLAND.—WYSIGING VAN HOOFOOREEN-
KOMS**

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 ver-

No. R. 2521

17 November 1989

LABOUR RELATIONS ACT, 1956**BUILDING INDUSTRY, WORCESTER AND
WEST-BOLAND.—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

meld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Februarie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkomst aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkomst, uitgesonderd dié vervat in klousules 1 (1) (a) en 12, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Februarie 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 Wysigingsooreenkomst gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, WORCESTER EN WES-BOLAND

OOREENKOMS

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

Worcester Master Builders' and Allied Trades Association
en die

Wes-Bolandse Vereniging van Meesterbouers en Verwante Bedrywe
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem),
aan die een kant, en die

Building Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Worcester en Wes-Boland,

om die Hoofooreenkomst, gepubliseer by Goewermmentskennisgewing No. R. 270 van 13 Februarie 1987, soos gewysig deur Goewermmentskennisgewings Nos. R. 1816 van 28 Augustus 1987, R. 970 van 20 Mei 1988 en R. 2090 van 14 Oktober 1988, te wysig.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet nagekom word—

(a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging;

(b) in die landdrostrikte Hopefield, Piketberg, Vredenburg en Worcester en in die munisipale gebied van Moorreesburg.

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

(a) van toepassing slegs op dié klasse werknemers vir wie lone voorgeskryf is in die Ooreenkomst gepubliseer by Goewermmentskennisgewing No. R. 270 van 13 Februarie 1987, soos gewysig.

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

(c) nie van toepassing op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

(d) nie van toepassing op algemene voormanne nie;

(e) van toepassing op slegs-arbeid-kontrakteurs, werkende ven-note en werkende direkteurs, prinsipale en aannemers.

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 22 February 1990, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 12, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 22 February 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

WORCESTER AND WEST BOLAND BUILDING INDUSTRIAL COUNCIL

AGREEMENT

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

Worcester Master Builders' and Allied Trades Association
and the

Wes-Bolandse Vereniging van Meesterbouers en Verwante Bedrywe
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Building Workers' Union

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

being the parties to the Worcester and West-Boland Building Industrial Council,

to amend the Main Agreement published under Government Notice No. R. 270 of 13 February 1987, as amended by Government Notices Nos. R. 1816 of 28 August 1987, R. 970 of 20 May 1988 and R. 2090 of 14 October 1988.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Hopefield, Piketberg, Vredenburg and Worcester and in the Moorreesburg municipal area.

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

(a) only apply to those classes of employees for whom wages are prescribed in the Agreement published under Government Notice R. 270 of 13 February 1987, as amended;

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

(c) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

(d) not apply to general foremen;

(e) apply to labour-only contractors, working partners and working directors, principals and contractors.

2. KLOUSULE 4.—REGISTRASIE VAN WERKGEWERS

Voeg die volgende voorbehoudsbepaling in by subklousule (7) (b):

“Met dien verstande dat waar 'n werkgewer by drie of meer geleenthede in 'n tydperk van twee jaar skuldig bevind is aan die nie-betaling van lone aan sy werknemers of die nie-aankoop en/of -uitreiking van die seëls waarvoor enige van die Raad se ooreenkomste voorsiening maak, word die bedrag of waarborg waarna in subklousule (7) (a) verwys word, verdubbel of vermeerder tot R1 000, welke ook al die grootste is.”

3. KLOUSULE 14.—WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

Vervang subklousule (7) deur die volgende:

“(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortydwerk verrig, betaal teen minstens—

(a) ten opsigte van oortydwerk van hoogstens een uur daaglik op Maandae tot en met Donderdae, sy loon plus alle toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week werk;

(b) vir oortydwerk verrig—

(i) vir langer as een uur daaglik op Maandae tot en met Donderdae;

(ii) op Vrydae;

(iii) op Saterdagae voor 17:00;

een en een derde maal sy uurloon plus toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het;

(c) vir oortydwerk verrig—

(i) na 17:00 op Saterdagae;

(ii) op Sondae en tot by die normale aanvangstyd op Maandae;

(iii) op die openbare vakansiedae in klousule 16 (1) (b) vermeld;

(iv) gedurende die verloftydperke voorgeskryf in klousule 16 (1) (a);

twee maal sy uurloon plus toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het.”

4. KLOUSULE 16.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

In subklousule (1) (a), voeg die volgende nuwe subparagraaf (iv) in na subparagraaf (iii):

“(iv) wat om 17:00 op 15 Desember 1989 begin en om 07:00 op 8 Januarie 1990 eindig.”

5. KLOUSULE 17.—LONE

Vervang subklousule (1) deur die volgende:

“(1) Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Werknemerkatgorie	Minimum lone per uur vanaf datum van publikasie	
	Net Gebied 'B'	Net Gebied 'A'
	R	R
(a) Algemene werkers:		
(i) Onder 18 jaar	1,86	1,86
(ii) 18 jaar en ouer	2,01	2,01
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer R5,00 per week ekstra betaal moet word.		
(b) Skoonmakers	1,69	1,69
(c) Plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers en kwekeling-masjienbedieners gedurende die eerste jaar kwekelingskap	2,26	2,26

2. CLAUSE 4.—REGISTRATION OF EMPLOYERS

Insert the following proviso to subclause (7) (b):

“Provided that where any employer has been found guilty on three or more occasions within a period of two years of the non-payment of wages to his employees or the non-purchase and/or non-issue of the stamps provided for in any Agreement of the Council, the amount or guarantee referred to in subclause (7) (a), shall be doubled or increased to R1 000, whichever is the greater.”

3. CLAUSE 14.—HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

Substitute the following for subclause (7):

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

(a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;

(b) in respect of overtime worked—

(i) in excess of one hour daily on Monday to Thursdays inclusive;

(ii) on Fridays;

(iii) on Saturdays prior to 17:00;

one and one third times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week;

(c) in respect of overtime worked—

(i) after 17:00 on Saturdays;

(ii) on Sundays and up to the normal starting time on Mondays;

(iii) on the public holidays referred to in clause 16 (1) (b);

(iv) during the leave periods prescribed in clause 16 (1) (a);

two times his hourly wage plus allowances in respect of each hour or part of an hour so worked in any week.”

4. CLAUSE 16.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

In subclause (1) (a), insert the following new subparagraph (iv) after subparagraph (iii):

“(iv) commencing at 17:00 on 15 December 1989 and ending at 07:00 on 8 January 1990;”

5. CLAUSE 17.—WAGES

Substitute the following for subclause (1):

“(1) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

Category of employee	Minimum wages per hour as from date of publication	
	Area 'B' only	Area 'A' only
	R	R
(a) General workers:		
(i) Under 18 years	1,86	1,86
(ii) 18 years and older	2,01	2,01
Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R5,00 per week extra.		
(b) Cleaners	1,69	1,69
(c) Ceiling and partition workers, waterproofing workers, manufacturing workers and trainee machine operators during first year of traineeship	2,26	2,26

Werknemer-kategorie	Minimum lone per uur vanaf datum van publikasie		Category of employee	Minimum wages per hour as from date of publication	
	Net Gebied 'B'	Net Gebied 'A'		Area 'B' only	Area 'A' only
	R	R		R	R
(d) Waterdigtingspanleiers, skrynwermonteurs, kwekeling-masjienbedieners gedurende die tweede jaar kwekelingskap en kwekeling-bloklêers gedurende die jaar kwekelingskap	2,48	2,48	(d) Waterproofing team leaders, joinery assemblers, trainee machine operators during second year of traineeship and trainee block layers during year of traineeship	2,48	2,48
(e) Ambagsman se assistente, bloklêers, matpassers, assistent-vloerlêers, masjienbedieners	3,30	3,30	(e) Artisan's assistants, block layers, carpet fitters, assistant floor layers, machine operators	3,30	3,30
(f) Leerling-ambagsmanne en leerling-matlêers, plafon- en/of afskortingsoprigters, vloerlêers, dakwerkers en waterdigters wat leerlingskapkontrakte uitdien wat by die Raad geregistreer is:			(f) Learner artisans and learner carpet layers, ceiling and/or partition erectors, floor layers, roofers and waterproofers serving under contract of learnerships registered with the Council:		
(i) Eerste jaar	2,26	2,26	(i) First year	2,26	2,26
(ii) Tweede jaar	2,48	2,48	(ii) Second year	2,48	2,48
(iii) Derde jaar	2,73	2,73	(iii) Third year	2,73	2,73
(iv) Vierde jaar	3,30	3,30	(iv) Fourth year	3,30	3,30
(h) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matlêers, plafon- en/of afskortingsoprigters, dakwerkers, vloerlêers, waterdigters, motor- en masjineriewerktuigkundiges, en passers en draaiers, maar uitgesonderd verwers en ruitwerkers	4,00	4,26	(h) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, roofers, floor layers, waterproofers, motor and plant mechanics, and fitters and turners, but excluding painters and glaziers	4,00	4,26
(ii) Vakmanne in alle ambagte, uitgesonderd verwers en ruitwerkers	5,32	5,32	(ii) Craftsman in all trades, excluding painters and glaziers	5,32	5,32
(iii) Meestervakmanne in alle ambagte, uitgesonderd verwers en ruitwerkers	5,85	5,85	(iii) Master craftsmen in all trades, excluding painters and glaziers	5,85	5,85
(iv) Ambagsmanverwers, met inbegrip van ruitwerkers	3,63	4,00	(iv) Artisan painters, including glaziers	3,63	4,00
(v) Vakmanverwers, met inbegrip van ruitwerkers	5,01	5,01	(v) Craftsman painters, including glaziers	5,01	5,01
(vi) Meestervakmanverwers, met inbegrip van ruitwerkers	5,32	5,32	(vi) Master craftsman painters, including glaziers	5,32	5,32
(vii) Voormanne	5,85	5,85	(vii) Foremen	5,85	5,85
	Per week			Per week	
(i) Wagte	99,44	99,44	(i) Watchmen	99,44	99,44
	Per uur			Per hour	
(j) Vakleerlinge:			(j) Apprentices:		
(i) Eerste jaar	2,48	2,48	(i) First year	2,48	2,48
(ii) Tweede jaar	2,73	2,73	(ii) Second year	2,73	2,73
(iii) Derde jaar	3,30	3,30	(iii) Third year	3,30	3,30
Met dien verstande dat voormelde lone nie minder mag wees nie as dié voorgeskrif gevolg die Wet op Mannekrag-opleiding, 1981.			Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981.		
	Per week			Per week	
(k) Drywers/masjienbedieners:			(k) Drivers/Plant operators:		
Drywers van motorvoertuie of bedieners van krag-aangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n—			Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a—		
(i) Kode 11-lisensie (voorhaker en sleepwa)	132,00	132,00	(i) Code 11 licence (horse and trailer) ..	132,00	132,00
(ii) Kode 10-lisensie (6 500 kg en meer) ..	120,12	120,12	(ii) Code 10 licence (6 500 kg and over) ..	120,12	120,12
(iii) Kode-9-lisensie (3 000 tot 6 500 kg) ..	109,12	109,12	(iii) Code 9 licence (3 000–6 500 kg)	109,12	109,12
(iv) Kode 1 tot 8-lisensie (drywers van alle ander motorvoertuie en bedieners van 'n hyser of drywers van stortwaens)	99,44	99,44	(iv) Code 1–8 licence (drivers of all other motor vehicles and operators of a hoist or drivers of dumpers)	99,44	99,44

6. KLOUSULE 26. — UITGAWES VAN DIE RAAD

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

“(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer—

(i) benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, aan elk van sy werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word, 'n toelae van 1 sent per uur betaal, ten opsigte van elke uur deur sodanige werknemer gewerk;

(ii) op elke betaaldag die bedrag van 44 sent aftrek van die besoldiging wat elke week betaalbaar is aan die werknemers in subparagraaf (i) vermeld, en dit aan die Raad oorbetal.

(b) Die toelaes in paragraaf (a) (i) bedoel, moet slegs betaal word wanneer die werknemer 20 uur of langer per week gewerk het, maar moet nie vir meer as 44 uur per week gemaak word nie.

(c) Die aftrekkings in paragraaf (a) (ii) bedoel, moet slegs gemaak word wanneer die werknemer 20 uur of langer per week gewerk het.

(d) Die toelaes en aftrekkings in paragrafe (a), (b) en (c) bedoel, moet nie gemaak word wanneer die werknemer minder as 20 uur vir die werkgewer gewerk het nie.

(e) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens was, moet die aftrekking en bydrae vir daardie week gedoen word deur die werkgewer by wie dié werknemer die eerste gedurende daardie week 20 uur of langer in diens was.”

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

“(2) Elke werkgewer moet op elke betaaldag aan elke werknemer in subklousule (1) (a) bedoel, 'n seël ter waarde van 44c uitreik, wat die werkgewer ten tye van uitreiking op 'n leesbare wyse met sy naam en die datum van uitreiking moet roeier.”

7. KLOUSULE 27. — VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

Vervang die opskrif van die klousule deur die volgende:

“27. — VAKANSIEFONDS EN VERLOFBETALING”.

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

“(1) (a) *Vakansiefonds*. — Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers ten opsigte van elke uur deur sodanige werknemer gewerk die toelae hieronder gespesifiseer, betaal, wat voorsiening moet maak vir betaling ten opsigte van die jaarlikse verloftydperk in klousule 16 (1) (a) bedoel:

Klas werknemer	Net Gebied B	Net Gebied A
	<i>Per uur</i> c	<i>Per uur</i> c
Werknemers vir wie lone voorgeskryf word in—		
(i) Klousule 17 (1) (a) (i)	12	12
(ii) Klousule 17 (1) (a) (ii)	13	13
(iii) Klousule 17 (1) (b)	11	11
(iv) Klousule 17 (1) (c), (f) (i), (i) en (k) (iv)	14	14
(v) Klousule 17 (1) (d), (f) (ii), (j) (i) en (k) (iii)	16	16
(vi) Klousule 17 (1) (f) (iii), (j) (ii) en (k) (ii)	17	17
(vii) Klousule 17 (1) (k) (i)	19	19
(viii) Klousule 17 (1) (c), (f) (iv) en (j) (iii) ..	21	21
(ix) Klousule 17 (1) (h) (iv)	26	28
(x) Klousule 17 (1) (h) (i)	28	30
(xi) Klousule 17 (1) (h) (v)	35	35
(xii) Klousule 17 (1) (h) (ii) en (h) (vi)	36	36
(xiii) Klousule 17 (1) (h) (iii) en (h) (vii)	40	40

(b) *Stabilisasiefonds*. — Bydraes tot die Stabilisasiefonds word hiermee gestaak van die datum van inwerkingtreding van hierdie Ooreenkoms.”

6. CLAUSE 26. — EXPENSES OF THE COUNCIL

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

“(1) (a) For the purpose of meeting the expenses of the Council, every employer shall—

(i) in addition to any remuneration payable in terms of this Agreement, pay to each of this employees for whom wages are prescribed in clause 17 (1) (h), in respect of every hour worked by such employee, an allowance of 1 cent per hour;

(ii) on each pay-day deduct from the remuneration due every week to the employees specified in subparagraph (i), the amount of 44 cent, and pay the amount so deducted over to the Council.

(b) The allowances referred to in paragraph (a) (i) shall be payable only when the employee has worked 20 hours or more per week and shall be payable for not more than 44 hours per week.

(c) The deductions referred to in paragraph (a) (ii) shall only be made when the employee has worked 20 hours or more per week.

(d) The allowances and deductions referred to in paragraphs (a), (b) and (c) shall not be made when the employee has worked less than 20 hours for the employer.

(e) Where an employee has been employed by two or more employers in any one week the deduction and contribution for that week shall be made by the employer by whom such employee was first employed during that week for 20 hours or more.”

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

“(2) Every employer shall on each pay-day issue to each employee referred to in subclause (1) (a) a stamp to the value of 44c which stamps on issue shall be legibly cancelled by the employer with the employer's name and the date of issue.”

7. CLAUSE 27. — HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

Substitute the following for the heading of this clause:

“27. — HOLIDAY FUND AND LEAVE PAY”.

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

“(1) (a) *Holiday Fund*. — In addition to any other remuneration payable in terms of this Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee the allowance specified hereunder which shall cover payment in respect of the annual leave period mentioned in clause 16 (1) (a):

Class of employee	Area B Only	Area A Only
	<i>Per hour</i> c	<i>Per hour</i> c
Employees for whom wages are prescribed in—		
(i) Clause 17 (1) (a) (i)	12	12
(ii) Clause 17 (1) (a) (ii)	13	13
(ii) Clause 17 (1) (b)	11	11
(iv) Clause 17 (1) (c), (f) (i), (i) and (k) (iv)	14	14
(v) Clause 17 (1) (d), (f) (ii), (j) (i) and (k) (iii)	16	16
(vi) Clause 17 (1) (f) (iii), (j) (ii) and (k) (ii)	17	17
(vii) Clause 17 (1) (k) (i)	19	19
(viii) Clause 17 (1) (c), (f) (iv), and (j) (iii) ..	21	21
(ix) Clause 17 (1) (h) (iv)	26	28
(x) Clause 17 (1) (h) (i)	28	30
(xi) Clause 17 (1) (h) (v)	35	35
(xii) Clause 17 (1) (h) (ii) and (h) (vi)	36	36
(xiii) Clause 17 (1) (h) (iii) and (h) (vii)	40	40

(b) *Stabilisation Fund*. — The Contributions to the Stabilisation Fund are hereby discontinued as from the coming into operation of this Agreement.”

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

“(2) (a) Die toelaes in subklousule (1) bedoel, is slegs betaalbaar indien ’n werknemer 20 uur of langer in enige week vir dieselfde werkgever gewerk het, en is vir hoogstens 44 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydтарыewe gewerk was.

(b) Indien ’n werknemer minder as 20 uur in enige week vir dieselfde werkgever gewerk het, is die toelaes in subklousule (1) bedoel, nie betaalbaar nie.”

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

“(3) *Bydraes.*—(a) Elke werkgever moet op elke betaaldag die bedrag hieronder vermeld van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, aftrek en sodanige bydrae elke week aan die Raad betaal:

Klas werknemer	Net Gebied ‘B’	Net Gebied ‘A’
	<i>Per week</i>	<i>Per week</i>
	R	R
Werknemers vir wie lone voorgeskryf word in—		
(i) Klousule 17 (1) (a) (i)	5,28	5,28
(ii) Klousule 17 (1) (a) (ii)	5,72	5,72
(iii) Klousule 17 (1) (b)	4,84	4,84
(iv) Klousule 17 (1) (c), (f) (i), (i) en (k) (iv)	6,16	6,16
(v) Klousule 17 (1) (d), (f) (ii), (j) (i) en (k) (iii)	7,04	7,04
(vi) Klousule 17 (1) (f) (iii), (j) (ii) en (k) (ii)	7,48	7,48
(vii) Klousule 17 (1) (k) (i)	8,36	8,36
(viii) Klousule 17 (1) (e), (f) (iv) en (j) (iii) ..	9,24	9,24
(ix) Klousule 17 (1) (h) (iv)	11,44	12,32
(x) Klousule 17 (1) (h) (i)	12,32	13,20
(xi) Klousule 17 (1) (h) (v)	15,40	15,40
(xii) Klousule 17 (1) (h) (ii) en (h) (vi)	15,84	15,84
(xiii) Klousule 17 (1) (h) (iii) en (h) (vii)	17,60	17,60

(b) Die bydrae in paragraaf (a) bedoel, moet van ’n werknemer se loon afgetrek word slegs waar sodanige werknemer 20 uur of langer in enige week vir dieselfde werkgever gewerk het, en wanneer ’n werknemer by twee of meer werkgevers gedurende dieselfde week in dien was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week 20 uur of langer in diens was.”

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

“(4) Die Raad is geregtig om enige uitstaande bedrae ten opsigte van vakverenigingsledegeld en Siektebystandsfondsgeld wat betaalbaar is deur ’n werknemer wat ’n lid is van die vakvereniging wat ’n party by die Ooreenkoms is af te trek van die bedrag tot sodanige werknemer se krediet in die Vakansiefonds, en die bedrae aldus afgetrek, moet deur die Raad aan die betrokke vakvereniging en Siektebystandsfonds oorbetal word”.

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

“(5) ’n Werkgever moet op elke betaaldag aan elke werknemer van wie se loon ’n bydrae ingevolge subklousule (3) afgetrek is, een seël ter waarde van die aldus afgetrekte bedrag uitreik wat op ’n leesbare wyse deur hom met sy naam en die datum van uitreiking gerojear is.”

(6) In subklousule (17) skrap die uitdrukking “en balansstate” in die laaste sin.

(7) In subklousule (20) skrap die uitdrukking “of (19)”.

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

“(2) (a) The allowances referred to in subclause (1), shall only be paid where such employee has worked for 20 hours or more in any week for the same employer, and shall be payable for not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(b) The allowances referred to in subclause (1) shall not be payable where such employee has worked for less than 20 hours in any week for the same employer.”

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

“(3) *Contributions.*—(a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Council each week:

Class of employee	Area ‘B’ only	Area ‘A’ only
	<i>Per week</i>	<i>Per week</i>
	R	R
Employees for whom wages are prescribed in—		
(i) Clause 17 (1) (a) (i)	5,28	5,28
(ii) Clause 17 (1) (a) (ii)	5,72	5,72
(iii) Clause 17 (1) (b)	4,84	4,84
(iv) Clause 17 (1) (c), (f) (i), (i) and (k) (iv)	6,16	6,16
(v) Clause 17 (1) (d), (f) (ii), (j) (i) and (k) (iii)	7,04	7,04
(vi) Clause 17 (1) (f) (iii), (j) (ii) and (k) (ii)	7,48	7,48
(vii) Clause 17 (1) (k) (i)	8,36	8,36
(viii) Clause 17 (1) (e), (f) (iv) and (j) (iii) ..	9,24	9,24
(ix) Clause 17 (1) (h) (iv)	11,44	12,32
(x) Clause 17 (1) (h) (i)	12,32	13,20
(xi) Clause 17 (1) (h) (v)	15,40	15,40
(xii) Clause 17 (1) (h) (ii) and (h) (vi)	15,84	15,84
(xiii) Clause 17 (1) (h) (iii) and (h) (vii)	17,60	17,60

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee’s wage where such employee has worked for 20 hours or more in any week for the same employer, and where an employee has been employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he as first employed that week for 20 hours or more.”

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

“(4) The Council shall be entitled to deduct from the amount standing to the credit of any employee in the Holiday Fund, any amounts outstanding in respect of trade union and Sick Benefit Fund subscriptions payable by such employee who is a member of the trade union which is a party to this Agreement, and the amounts so deducted shall be paid over the Council to the trade union and Sick Benefit Fund concerned.”

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

“(5) An employer shall on each pay-day issue to each employee from whose wage a contribution has been deducted in terms of subclause (3) one stamp, legibly cancelled by him with his name and the date of issue, to the value of the amount so deducted.”

(6) In subclause (17) delete the expression “and balance sheets” in the last sentence.

(7) In subclause (20) delete the expression “or (19)”.

8. KLOUSULE 28. — PENSIOEN- OF SOORTGELYKE FONDS

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

“(1) *Toelaes.*—(a) Benewens enige ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelaes hieronder gespesifiseer, betaal:

Klas werknemer	Toelaes	
	Net Gebied 'B'	Net Gebied 'A'
	Per uur	Per uur
	c	c
Werknemers vir wie lone voorgeskryf word in—		
(i) Klousule 17 (1) (a) (i)	30	30
(ii) Klousule 17 (1) (a) (ii)	32	32
(iii) Klousule 17 (1) (b)	27	27
(iv) Klousule 17 (1) (c), (f) (i), (i) en (k) (iv)	36	36
(v) Klousule 17 (1) (d), (f) (ii), (j) (i) en (k) (iii)	40	40
(vi) Klousule 17 (1) (f) (iii), (j) (ii) en (k) (ii)	44	44
(vii) Klousule 17 (1) (k) (i)	48	48
(viii) Klousule 17 (1) (e), (f) (iv) en (j) (iii) ..	53	53
(ix) Klousule 17 (1) (h) (iv)	58	64
(x) Klousule 17 (1) (h) (i)	64	68
(xi) Klousule 17 (1) (h) (v)	80	80
(xii) Klousule 17 (1) (h) (ii) en (h) (vi)	85	85
(xiii) Klousule 17 (1) (h) (iii) en (h) (vii)	94	94

(b) Die toelaes in paragraaf (a) bedoel, is slegs betaalbaar indien 'n werknemer vir 20 uur of langer in enige week vir dieselfde werkgewer gewerk het, en is vir hoogstens 44 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydтарыewе gewerk was.

(c) Indien 'n werknemer vir minder as 20 uur in enige week vir dieselfde werkgewer gewerk het, is die toelaes in paragraaf (a) bedoel, nie betaalbaar nie.”

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

“(2) *Bydraes.*—(a) Elke werkgewer moet op elke betaaldag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae elke week aan die Raad betaal:

Klas werknemer	Bydrae	
	Net Gebied B	Net Gebied A
	Per week	Per week
	R	R
Werknemers vir wie lone voorgeskryf word in—		
(i) Klousule 17 (1) (a) (i)	13,20	13,20
(ii) Klousule 17 (1) (a) (ii)	14,08	14,08
(iii) Klousule 17 (1) (b)	11,88	11,88
(iv) Klousule 17 (1) (c), (f) (i), (i) en (k) (iv)	15,84	15,84
(v) Klousule 17 (1) (d), (f) (ii), (j) (i) en (k) (iii)	17,60	17,60
(vi) Klousule 17 (1) (f) (iii), (j) (ii) en (k) (ii)	19,36	19,36
(vii) Klousule 17 (1) (k) (i)	21,12	21,12
(viii) Klousule 17 (1) (e), (f) (iv) en (j) (iii) ..	23,32	23,32
(ix) Klousule 17 (1) (h) (iv)	25,52	28,16
(x) Klousule 17 (1) (h) (i)	28,16	29,92
(xi) Klousule 17 (1) (h) (v)	35,20	35,20
(xii) Klousule 17 (1) (h) (ii) en (h) (vi)	37,40	37,40
(xiii) Klousule 17 (1) (h) (iii) en (h) (vii)	41,36	41,36

8. CLAUSE 28. — PENSION OR LIKE FUND

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

“(1) *Allowances.*—(a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder:

Class of employee	Allowance	
	Area 'B' only	Area 'A' only
	Per hour	Per hour
	c	c
Employees for whom wages are prescribed in—		
(i) Clause 17 (1) (a) (i)	30	30
(ii) Clause 17 (1) (a) (ii)	32	32
(iii) Clause 17 (1) (b)	27	27
(iv) Clause 17 (1) (c), (f) (i), (i) and (k) (iv)	36	36
(v) Clause 17 (1) (d), (f) (ii), (j) (i) and (k) (iii)	40	40
(vi) Clause 17 (1) (f) (iii), (j) (ii) and (k) (ii)	44	44
(vii) Clause 17 (1) (k) (i)	48	48
(viii) Clause 17 (1) (e), (f) (iv) and (j) (iii) ..	53	53
(ix) Clause 17 (1) (h) (iv)	58	64
(x) Clause 17 (1) (h) (i)	64	68
(xi) Clause 17 (1) (h) (v)	80	80
(xii) Clause 17 (1) (h) (ii) and (h) (vi)	85	85
(xiii) Clause 17 (1) (h) (iii) and (h) (vii)	94	94

(b) The allowances referred to in paragraph (a), shall only be paid where such employee has worked for 20 hours or more in any week for the same employer, and shall be payable for not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(c) The allowances referred to in paragraph (a), shall not be payable where such employee has worked for less than 20 hours in any week for the same employer.”

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

“(2) *Contributions.*—(a) Every employer shall on each payday deduct from the remuneration due every week to each member of the undermentioned classes of employees, the contribution specified hereunder and pay such contribution to the Council each week:

Class of employee	Contribution	
	Area B only	Area A only
	Per week	Per week
	R	R
Employees for whom wages are prescribed in—		
(i) Clause 17 (1) (a) (i)	13,20	13,20
(ii) Clause 17 (1) (a) (ii)	14,08	14,08
(iii) Clause 17 (1) (b)	11,88	11,88
(iv) Clause 17 (1) (c), (f) (i), (i) and (k) (iv)	15,84	15,84
(v) Clause 17 (1) (d), (f) (ii), (j) (i) and (k) (iii)	17,60	17,60
(vi) Clause 17 (1) (f) (iii), (j) (ii) and (k) (ii)	19,36	19,36
(vii) Clause 17 (1) (k) (i)	21,12	21,12
(viii) Clause 17 (1) (e), (f) (iv) and (j) (iii) ..	23,32	23,32
(ix) Clause 17 (1) (h) (iv)	25,52	28,16
(x) Clause 17 (1) (h) (i)	28,16	29,92
(xi) Clause 17 (1) (h) (v)	35,20	35,20
(xii) Clause 17 (1) (h) (ii) and (h) (vi)	37,40	37,40
(xiii) Clause 17 (1) (h) (iii) and (h) (vii)	41,36	41,36

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 20 uur of langer in enige week vir dieselfde werkgever gewerk het, en wanneer 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week 20 uur of langer in diens was."

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

"(3) (a) Die afgetrekte bydraes wat ingevolge subklousule (2) (a) aan die Raad betaal is, moet aangewend word vir 'n pensioen- en/of soortgelyke fonds vir werknemers vir wie bydraes gemaak word."

9. KLOUSULE 29. — AFTREKKING VIR SIEKTEBYSTAND

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

"(1) Elke werkgever moet, ten opsigte van elke werknemer in sy diens wat 'n lid is van die vakvereniging wat 'n party by die ooreenkoms is die volgende bedrae van die loon van elke sodanige werknemer aftrek vir die doel van 'n siektebystandsfonds:

Werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word: R1,50 per week."

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

(4) (a) 'n Werkgever moet geen bydrae of aftrekking ingevolge subklousule (1) maak nie ten opsigte van 'n werknemer wat minder as 20 uur in 'n week vir hom gewerk het nie.

(b) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgevers in diens was, moet die aftrekking en bydrae vir daardie week gedoen word deur die werkgever by wie dié werknemer die eerste gedurende daardie week 20 uur of langer gewerk het."

10. KLOUSULE 30. — LEDEGELD VIR VAKVERENIGINGS

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

"(2) (a) Elke werkgever moet, ten opsigte van elke werknemer in sy diens wat lid is van die vakvereniging wat 'n party is by die Ooreenkoms, van die loon van elke sodanige werknemer die volgende bedrag aftrek wat as ledegeld aan die vakvereniging betaalbaar is:

(i) Van werknemers vir wie lone voorgeskryf word in klousule 17 (1) (a) en (b): 75 sent per week;

(ii) van werknemers vir wie lone voorgeskryf word in klousule 17 (1) (c)–(f) en (i)–(k): R1,12 per week;

(iii) van werknemers vir wie lone voorgeskryf word in klousule 17 (1) (h): R1,50 per week.

(b) 'n Werkgever moet egter geen bydrae of aftrekking ingevolge hierdie subklousule maak nie ten opsigte van 'n werknemer wat minder as 20 uur in 'n week vir hom gewerk het nie.

(c) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgevers in diens was, moet die aftrekking en bydrae vir daardie week gedoen word deur die werkgever by wie dié werknemer die eerste gedurende daardie week 20 uur of langer gewerk het."

11. KLOUSULE 31. — SIEKEFONDS VIR DIE BOUNYWERHEID

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

"(2) *Toelaes.* — (a) Benewens ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgever elke lid van ondergenoemde klasse werknemers vir elke uur deur sodanige werknemer gewerk, die toelaes betaal wat hieronder bepaal word en dié bedrag moet die betaling van dié werknemer se bydrae tot die Fonds dek:

Klas werknemer	Net Gebied B	Net Gebied A
	<i>Per uur</i>	<i>Per uur</i>
	<i>c</i>	<i>c</i>
Werknemers vir wie lone voorgeskryf word in—		
(i) Klousule 17 (1) (a) (i) en (b).....	3	3
(ii) Klousule 17 (1) (a) (ii), (c), (f) (i), (i) en (k) (iv).....	4	4
(iii) Klousule 17 (1) (d), (f) (ii), (j) (i) en (k) (iii).....	5	5
(iv) Klousule 17 (1) (e), (f) (iii) en (iv), (j) (ii) en (iii) en (k) (i) en (ii).....	6	6
(v) Klousule 17 (1) (h) (iv).....	7	8
(vi) Klousule 17 (1) (h) (i).....	8	8
(vii) Klousule 17 (1) (h) (ii), (iii), (v), (vi) en (vii).....	10	10

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee's wage where such employee has worked for 20 hours or more in any week for the same employer, and where an employee has been employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed for 20 hours or more."

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

"(3) (a) The contributions deducted and paid to the Council in terms of subclause (2) (a) shall be applied for a pension and/or like fund for employees for whom contributions are made."

9. CLAUSE 29. — SICK BENEFIT DEDUCTION

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

"(1) Every employer shall, in respect of each employee in his employment who is a member of the trade union which is a party to the Agreement deduct from the wages of each such employee for the purpose of a sick benefit fund the following amount:

Employees for whom wages are prescribed in clause 17 (1) (h): R1,50 per week."

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

"(4) (a) No payment or deduction in terms of subclause (1) shall be made by an employer in respect of an employee who has worked less than 20 hours in a week for him.

(b) Where an employee has been employed by two or more employers in any one week, the deduction and contribution for that week shall be made by the employer by whom such employee was first employed during that week for 20 hours or more."

10. CLAUSE 30. — TRADE UNION SUBSCRIPTIONS

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

"(2) (a) Every employer shall, in respect of every employee in his employment who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the following amount:

(i) From employees for whom wages are prescribed in clause 17 (1) (a) and (b): 75 cent per week;

(ii) from employees for whom wages are prescribed in clause 17 (1) (c)–(f) and (i)–(k): R1,12 per week;

(iii) from employees for whom wages are prescribed in clause 17 (1) (h): R1,50 per week.

(b) No payment or deduction in terms of this subclause shall however be made by an employer in respect of an employee who has worked less than 20 hours in a week for him.

(c) Where an employee has been employed by two or more employers in any one week, the deduction and contribution for that week shall be made by the employer by whom such employee was first employed during that week for 20 hours or more."

11. CLAUSE 31. — SICK PAY FUND FOR THE BUILDING INDUSTRY

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

"(2) *Allowances.* — (a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which amount shall cover payment of the employee's contribution to the Fund:

Class of employee	Area B only	Area A only
	<i>Per hour</i>	<i>Per hour</i>
	<i>c</i>	<i>c</i>
Employees for whom wages are prescribed in—		
(i) Clause 17 (1) (a) (i) and (b).....	3	3
(ii) Clause 17 (1) (a) (ii), (c), (f) (i), (i) and (k) (iv).....	4	4
(iii) Clause 17 (1) (d), (f) (ii), (j) (i) and (k) (iii).....	5	5
(iv) Clause 17 (1) (e), (f) (iii) and (iv), (j) (ii) and (iii) and (k) (i) and (ii).....	6	6
(v) Clause 17 (1) (h) (iv).....	7	8
(vi) Clause 17 (1) (h) (i).....	8	8
(vii) Clause 17 (1) (h) (ii), (iii), (v), (vi) and (vii).....	10	10

(b) Die toelaes in paragraaf (a) bedoel, is slegs betaalbaar indien 'n werknemer vir 20 uur of langer in enige week vir dieselfde werkgever gewerk het, en is vir hoogstens 44 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone tyd of oortydartiewe gewerk was.

(c) Indien 'n werknemer vir minder as 20 uur in enige week vir dieselfde werkgever gewerk het, is die toelaes in paragraaf (a) bedoel, nie betaalbaar nie."

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

"(3) *Bydraes*.—(a) Elke werkgever moet op elke betaaldag die bydrae hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae elke week aan die Fonds betaal:

Klas werknemer	Net Gebied B	Net Gebied A
	<i>Per week</i>	<i>Per week</i>
	R	R
Werknemers vir wie lone voorgeskryf word in—		
(i) Klousule 17 (1) (a) (i) en (b).....	1,32	1,32
(ii) Klousule 17 (1) (a) (ii), (c), (f) (i), (i) en (k) (iv)	1,76	1,76
(iii) Klousule 17 (1) (d), (f) (ii), (j) (i) en (k) (iii).....	2,20	2,20
(iv) Klousule 17 (1) (e), (f) (iii) en (iv), (j) (ii) en (iii) en (k) (i) en (ii)	2,64	2,64
(v) Klousule 17 (1) (h) (iv)	3,08	3,52
(vi) Klousule 17 (1) (h) (i)	3,52	3,52
(vii) Klousule 17 (1) (h) (ii), (iii), (v), (vi) en (vii)	4,40	4,40

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 20 uur of langer in enige week vir dieselfde werkgever gewerk het, en wanneer 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week 20 uur of langer in diens was."

12. KLOUSULE 32.—SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS

Vervang subklousule (2) deur die volgende:

"(2) (a) 'n Werkgever moet geen bydrae ingevolge subklousule (1) maak nie ten opsigte van 'n werknemer wat minder as 20 uur in 'n week vir hom gewerk het nie.

(b) Indien 'n werknemer gedurende 'n bepaalde werkweek vir twee of meer lede van die Worcester Master Builders' and Allied Trades Association gewerk het, moet die werkgever by wie hy eerste gedurende daardie week 20 uur of langer in diens was, die bedrag in subklousule (1) bedoel betaal."

13. KLOUSULE 33.—NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUWYWERHEID

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

"(2) Elke werkgever moet 'n bedrag van 15c per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat—

(i) 'n werkgever geen bedrag moet betaal ten opsigte van 'n werknemer wat minder as 20 uur in 'n week vir hom gewerk het; en

(ii) waar 'n werknemer deur twee of meer werkgevers gedurende dieselfde week in diens geneem word, die werkgever by wie hy die eerste gedurende daardie week 20 uur of langer in diens was, die bedrag vir daardie week moet betaal."

(2) Skrap subklousule (5).

14. KLOUSULE 34.—OPLEIDINGSFONDS VAN DIE BOUWYWERHEID

In subklousule (1) voeg die uitdrukking "of enige daaropvolgende kennisgewing" in ná "1984".

Namens die partye op hede die 29ste dag van Augustus 1989 onderteken.

R. G. SIMMONS,
Ondervoorsitter.

P. J. DE WET,
Raadslid.

N. J. KRUGER,
Sekretaris.

(b) The allowances referred to in paragraph (a), shall only be paid where such employee has worked for 20 hours or more in any week for the same employer, and shall be payable for not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(c) The allowances referred to in paragraph (a), shall not be payable where such employee has worked for less than 20 hours in any week for the same employer."

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

"(3) *Contributions*.—(a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Fund each week:

Class of employee	Area B only	Area A only
	<i>Per week</i>	<i>Per week</i>
	R	R
Employees for whom wages are prescribed in—		
(i) Clause 17 (1) (a) (i) and (b).....	1,32	1,32
(ii) Clause 17 (1) (a) (ii), (c), (f) (i), (i) and (k) (iv)	1,76	1,76
(iii) Clause 17 (1) (d), (f) (ii), (j) (i) and (k) (iii).....	2,20	2,20
(iv) Clause 17 (1) (e), (f) (iii) and (iv), (j) (ii) and (iii) and (k) (i) and (ii)	2,64	2,64
(v) Clause 17 (1) (h) (iv)	3,08	3,52
(vi) Clause 17 (1) (h) (i)	3,52	3,52
(vii) Clause 17 (1) (h) (ii), (iii), (v), (vi) and (vii)	4,40	4,40

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee's wage where such employee has worked for 20 hours or more in any week for the same employer and where an employee has been employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed for 20 hours or more."

12. CLAUSE 32.—SPECIAL MEMBERSHIP LEVY—EMPLOYERS

Substitute the following for subclause (2):

"(2) (a) No payment in terms of subclause (1) shall be made by an employer in respect of an employee who has worked for less than 20 hours in a week for him.

(b) Where an employee has worked for two or more members of the Worcester Master Builders' and Allied Trades Association during any one working week the payment referred to in subclause (1) shall be made by the employer by whom such employee was first employed during that week for 20 hours or more."

13. CLAUSE 33.—NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

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

"(2) Every employer shall contribute to the National Fund an amount of 15c per week in respect of each of his employees for whom wages are prescribed in this Agreement: Provided that—

(i) no payment shall be made by an employer in respect of an employee who works for less than 20 hours for him in any week; and

(ii) where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for 20 hours or more."

(2) Delete subclause (5).

14. CLAUSE 34.—BUILDING INDUSTRIES TRAINING FUND

In subclause 1, add the expression "or any subsequent notice—" after "1984".

Signed on behalf of the parties this 29th day of August 1989.

R. G. SIMMONS,
Vice-Chairman.

P. J. DE WET,
Councillor.

N. J. KRUGER,
Secretary.

No. R. 2522

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WORCESTER EN WEST-BOLAND.—WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Minster 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 22 Februarie 1990 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonder dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Februarie 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, Nywerheids, Bedryf of Beroep in die gebiede in klousule 1 van dié Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID,
WORCESTER EN WEST-BOLAND

OOREENKOMS VIR DIE MEDIESE HULPFONDS

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

Worcester Master Builders' and Allied Traders Association
en die

Wes-Bolandse Vereniging van Meesterbouers en Verwante Bedrywe
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem),
aan die een kant, en die

Building Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Worcester en West-Boland,

om die Mediese Hulpfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 269 van 13 Februarie 1987 (hierna die Herbekragtigingsooreenkoms genoem), soos gewysig by Goewermentskennisgewings Nos. R. 1817 van 28 Augustus 1987 en R. 2091 van 14 Oktober 1988, te wysig.

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrostdistrikte Worcester, Vredenburg, Hopefield en Piketberg en in die munisipale gebied van Moorroesburg.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) en (k) van die Hoof-ooreenkoms.

No. R. 2522

17 November 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WORCESTER AND WEST-BOLAND.—AMENDMENT OF MEDICAL AID FUND 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 22 February 1990, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 22 February 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

WORCESTER AND WEST-BOLAND BUILDING INDUSTRIAL COUNCIL

MEDICAL AID FUND AGREEMENT

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

Worcester Master Builders' and Allied Trades Association
and the

Wes-Bolandse Vereniging van Meesterbouers en Verwante Bedrywe
(hereinafter referred to as the "employers" of the "employers' organisations"), of the one part, and the

Building Workers' Union

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

being the parties to the Worcester and West-Boland Building Industrial Council,

to amend the Medical Aid Fund Agreement published under Government Notice No. R. 269 of 13 February 1987 (hereinafter referred to as the Re-enacting Agreement), as amended by Government Notices Nos. R. 1817 of 28 August 1987 and R. 2091 of 14 October 1988.

1. SCOPE OF APPLICATION

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

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the Magisterial Districts of Worcester, Vredenburg, Hopefield and Piketberg and in the municipal area of Moorroesburg.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only to employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) and (k) of the Main Agreement.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Die bepalings van klousule 3 tot 16, 18 en 19 van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, is van toepassing op werkgewers en werknemers."

3. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS.—BYDRAES

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

"(1) *Toelaes.*—(a) Benewens ander besoldiging wat ingevolge die Hoof-ooreenkoms betaalbaar is, moet 'n werkgewer aan elke werknemer vir wie lone voorgeskryf word in klousule 17 (1), (c), (d), (e), (f), (g), (h), (i), (j) en (k) van die Hoof-ooreenkoms, vir elke uur deur sodanige werknemer gewerk, 'n toelaes van 35 sent betaal, en die bedrag moet die betaling van die werknemer se bydrae tot die Fonds dek.

(b) Die toelaes in paragraaf (a) bedoel, is slegs betaalbaar indien 'n werknemer vir 20 uur of meer in enige week vir dieselfde werkgewer gewerk het, en is vir hoogstens 44 uur in 'n week betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk was.

(c) Indien 'n werknemer vir minder as 20 uur in 'n week vir dieselfde werkgewer gewerk het, is die toelaes in paragraaf (a) bedoel, nie betaalbaar nie."

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

"(2) *Bydraes.*—(a) Elke werkgewer moet op elke betaaldag die bedrag van R15,40 aftrek van die besoldiging wat elke week verskuldig is aan elke werknemer vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) en (k) van die Hoof-ooreenkoms, en sodanige bedrag, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal.

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 20 uur of meer in 'n week vir dieselfde werkgewer gewerk het en wanneer 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week 20 uur of meer in diens was."

(3) Skrap subklousule (5).

(4) In subklousule (10) en (12), vervang die syfer "R14,00" deur die syfer "R15,40".

Namens die partye op hede die 29ste dag van Augustus 1989 onderteken.

R. G. SIMMONS,

Ondervoorsitter.

P. J. DE WET,

Raadslid.

N. J. KRUGER,

Sekretaris.

No. R. 2523

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956**BOUNYWERHEID, WORCESTER EN WEST-BOLAND.—VERLENGING VAN HOOFOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 270 van 3 Februarie 1987, R. 1816 van 28 Augustus 1987, R. 970 van 20 Mei 1988, R. 2090 van 14 Oktober 1988 en R. 2525 van 17 November 1989, met 'n verdere tydperk wat op 12 Februarie 1991 eindig.

D. VANDER WALT,

Direkteur: Arbeidsverhoudinge.

2. GENERAL PROVISIONS

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

"4. GENERAL PROVISIONS

The provisions of clauses 3 to 16, 18 and 19 of the Agreement, as amended from time to time, shall apply to employers and employees."

3. CLAUSE 9 OF THE FORMER AGREEMENT.—CONTRIBUTIONS

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

"(1) *Allowances.*—(a) In addition to any other remuneration payable in terms of the Main Agreement, an employer shall pay each employee for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) and (k) of the Main Agreement, in respect of every hour worked by such employee, and allowance of 35 cents, which amount shall cover payment of the employee's contribution to the Fund.

(b) The allowances referred to in paragraph (a), shall only be paid where such employee has worked for 20 hours or more in any week for the same employer, and shall be payable for not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(c) The allowances referred to in paragraph (a), shall not be payable where such employee has worked for less than 20 hours in any week for the same employer."

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

"(2) *Contributions.*—(a) Every employer shall on each pay-day deduct from the remuneration due each week to each employee for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) and (k) of the Main Agreement the amount of R15,40 and pay such amount, as the employee's contribution to the Fund, to the Council each week.

(b) The contribution referred to in paragraph (a) shall only be deducted from employee's wage where such employee has worked for 20 hours or more in any week for the same employer and where an employee has been employed by two or more employers during the same week the deducting for that week shall be made by the employer by whom he was first employed for 20 hours or more."

(3) Scrap subclause (5).

(4) In subclause (10) and (12), substitute the figure "R15,40" for the figure "R14,00".

Signed on behalf of the parties this 29th day of August 1989.

R. G. SIMMONS,

Vice-Chairman.

P. J. DE WET,

Councillor.

N. J. KRUGER,

Secretary.

No. R. 2523

17 November 1989

LABOUR RELATIONS ACT, 1956**BUILDING INDUSTRY, WORCESTER AND WEST-BOLAND.—EXTENSION OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 270 of 3 February 1987, R. 1816 of 28 August 1987, R. 970 of 20 May 1988, R. 2090 of 14 October 1988 and R. 2525 of 17 November 1989, by a further period ending 12 February 1991.

D. VANDER WALT,

Director: Labour Relations.

No. R. 2524

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WORCESTER EN WEST-BOLAND.—VERLENGING VAN MEDIESE HULPFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 269 van 13 Februarie 1987, R. 1817 van 28 Augustus 1987, R. 2091 van 14 Oktober 1988, en R. 2522 van 17 November 1989, met 'n verdere tydperk wat op 12 Februarie 1991 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2525

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE. — 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 30 Junie 1990 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 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.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

OOREENKOMS

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

Midland Furniture Manufacturers' Association

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

No. R. 2524

17 November 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WORCESTER AND WEST-BOLAND.—EXTENSION OF MEDICAL AID FUND AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 269 of 13 February 1987, R. 1817 of 28 August 1987, R. 2091 of 14 October 1988 and R. 2522 of 17 November 1989, by a further period ending 12 February 1991.

D. VANDER WALT,
Director Labour Relations.

No. R. 2525

17 November 1989

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE.—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 30 June 1990, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

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

SCHEDULE

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

AGREEMENT

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

Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1654 van 6 Augustus 1982, soos gewysig, verleng en hernieu by Goewermentskennisgewings Nos. R. 33 van 7 Januarie 1983, R. 162 en R. 163 van 3 Februarie 1984, R. 2093 van 21 September 1984, R. 141 van 24 Januarie 1986, R. 842 en R. 843 van 2 Mei 1986, R. 438 van 6 Maart 1987, R. 1703 en R. 1704 van 7 Augustus 1987, R. 2808 van 18 Desember 1987 en R. 805 van 21 April 1989, te wysig.

DEEL I**BEPALINGS VAN TOEPASSING OP DIE NYWERHEID ORAL IN DIE GEBIED WAT DEUR DIE OOREENKOMS GEDEK WORD, TENSY DIE TEENOORGESTELDE GEMELD WORD****1. TOEPASSINGSBESTEK VAN OOREENKOMS**

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

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik betrokke is by of werksaam is in genoemde Nywerheid;

(b) in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (K.P.), Murraysburg, Noupoot, Pearston, Richmond (K.P.) [met inbegrip van daardie gedeelte van die landdrosdistrik Victoria-Wes wat voor 29 Januarie 1982 (Goewermentskennisgewing No. 165 van 29 Januarie 1982) binne die landdrosdistrik Richmond (K.P.) geval het], Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore.

2. KLOUSULE 8.—KORTTYD

Vervang subklousule (1) deur die volgende:

"(1) Indien dit weens 'n slapte in die bedryf in 'n bedryfsinrigting onmoontlik gevind word om voltyds te werk, moet korttyd gewerk word deur die beskikbare werk op 'n billike wyse te verdeel onder die werknemers wat in 'n bepaalde seksie geraak word, en indien dit nodig gevind word om werknemers af te dank vir wie lone in klousule 1 van Deel II van hierdie Ooreenkoms voorgeskryf word, moet dit die werknemers wees waar die seksie die meeste geraak is, en sal gekeur word volgens redelike maatstawwe. Sulke maatstawwe mag die volgende behels: bekwaamheid; kapasiteit; produktiwiteit; en gedrag van hierdie werknemer en die operatiewe vereistes en behoeftes van die seksie wat geraak word: Met dien verstande dat geen werknemer weens 'n slapte in die bedryf afgedank mag word nie voordat die korttydwerkure oor 'n aaneenlopende tydperk van vier weke tot minder as 35 per week daal.

Vir die toepassing van hierdie klousule word ondergenoemde seksies erken: Met die hand of 'n masjien poleer, masjinerie van meubelbord, masjinerie van meubelhout, meubels maak, stoffeer, finier, rame maak en beddegoed maak."

3. KLOUSULE 12.—VAKANSIEDAE EN VAKANSIEFONDS

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

"(1) (b) Ondanks paragraaf (a) moet 'n werknemer wie se werkgever van hom vereis om die skof te werk onmiddellik voor en/of na een van die openbare vakansiedae in hierdie klousule bedoel en wat nie vir minstens vier uur op sodanige skof of skofte by die werk aanwesig is nie, nie besoldig moet word vir sodanige vakansiedag wat nie gewerk is nie, tensy hy met die verlof van sy werkgever of weens siekte afwesig was: Met dien verstande dat hierdie bepaling van toepassing is slegs op sodanige openbare vakansiedae wat onmiddellik voor of na sodanige skof val waarop geen werk gedoen is nie, na gelang van die geval: Voorts met dien verstande dat 'n werkgever as opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie klousule aan 'n werknemer betaalbaar is ten opsigte van afwesigheid by sy werk op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n openbare vakansiedag, van die werknemer kan vereis om 'n sertifikaat, onderteken deur 'n geregistreerde mediese praktisyn, in te dien.

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province,

to amend the Agreement published under Government Notice No. R. 1654 of 6 August 1982, as amended, extended and renewed by Government Notices Nos. R. 33 of 7 January 1983, R. 162 and R. 163 of 3 February 1984, R. 2093 of 21 September 1984, R. 141 of 24 January 1986, R. 842 and R. 843 of 2 May 1986, R. 438 of 6 March 1987, R. 1703 and R. 1704 of 7 August 1987, R. 2808 of 18 December 1987 and R. 805 of 21 April 1989.

PART I**PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREA COVERED BY THE AGREEMENT UNLESS THE CONTRARY IS STATED****1. SCOPE OF APPLICATION OF AGREEMENT**

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

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

(b) within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (C.P.), Murraysburg, Noupoot, Pearston, Richmond (C.P.) [including that portion of the Magisterial District of Victoria West which, prior to 29 January 1982 (Government Notice No. 165 of 29 January 1982), fell within the Magisterial District of Richmond (C.P.)], Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.

2. CLAUSE 8.—SHORT-TIME

Substitute the following for subclause (1):

"(1) If, owing to slackness of trade in any establishment, it is found impossible to work full-time, short-time shall be worked by distributing the work available fairly amongst the employees affected in the section concerned, and should it be found necessary to dismiss any employees for whom wages are prescribed in clause I of Part II of this Agreement the employees to be dismissed first shall be those in the section affected according to reasonable selection criteria. Such criteria may include the ability, capacity, productivity and conduct of those employees and the operational requirements and needs of the section affected: Provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short-time fall below 35 per week over a continuous period of four weeks.

For the purposes of this clause, the following sections shall be recognised: Polishing by hand or machine, furniture board machining, furniture solid machining, furniture making, upholstery, veneering, frame making and bedding making."

3. CLAUSE 12.—HOLIDAYS AND HOLIDAY FUND

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

"(1) (b) Notwithstanding the provisions of paragraph (a), an employee who is required by his employer to work on the shift immediately preceding and/or following any of the public holidays referred to in this clause and who is not in attendance at work for a period of at least four hours on such shift or shifts shall not be paid for such holiday not worked, unless he was absent with the permission of the employer or on account of sickness: Provided that this provision shall only apply to such public holiday that immediately precedes or follows the shift not worked, as the case may be: Provided further that an employer may as a condition precedent to the payment by him of any amount payable in terms of this clause to any employee in respect of absence from work on the work-day immediately preceding or the work-day immediately succeeding a public holiday require the employee to produce a certificate signed by a registered medical practitioner."

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

"(1) (c) Elke werkgever wat deur 'n geregistreerde bank en/of versekeringsmaatskappy, wat die Raad se goedkeuring wegdra, aan die Raad 'n waarborg verskaf vir die totale bedrag van sy jaarlikse verpligtinge ingevolge hierdie klousule, moet, sonder om sy aanspreeklikheid teenoor sy werknemers enigins te beperk, vrystelling verleen word van die betaling aan die Raad op die wyse in subklousule (5) (c) van hierdie klousule voorgeskryf: Met dien verstande dat die vrystelling onderworpe is aan sodanige bepalinge en voorwaardes as wat die Raad van tyd tot tyd daarop van toepassing maak."

4. KLOUSULE 25. — LONE

Vervang subklousule (2) deur die volgende:

"(2) Ondanks andersluidende bepalinge hierin, moet die loon van 'n werknemer — wat op 1 Julie 1989 'n loon ontvang wat voorgeskryf word vir die klas werk waarin hy werksaam was en wat nog in diens van dieselfde werkgever en in dieselfde klas werk is, vanaf die datum van inwerkingtreding van hierdie Ooreenkoms verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon voorgeskryf soos op 30 Junie 1989 en die loon in hierdie Ooreenkoms voorgeskryf vir die klas werk waarin hy werksaam is."

5. KLOUSULE 37. — ONDERHOUDSTOELAE

Vervang klousule 37 deur die volgende:

"Wanneer die werk van 'n werknemer vir wie 'n loon in klousule 10 (5) van Deel II van hierdie Ooreenkoms voorgeskryf word hom verhoor om vir sy nagrus terug te keer huis toe, moet hy, benewens sy gewone besoldiging, 'n onderhoudstoelae betaal word van minstens—

(a) wanneer dit vir die werknemer nodig is om aandete en bed te verkry: R5,50

(b) wanneer dit vir die werknemer nodig is om aandete, bed en ontbyt te verkry: R6,50

(c) wanneer dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te verkry: R8,00."

6. Voeg die volgende nuwe klousule 38 in:

"38. KRAAMVERLOF

'n Vroulike werknemer wat vir 'n bevalling gaan, is geregtig op onbetaalde kraamverlof vir 'n tydperk van hoogstens ses maande, met 'n waarborg van herindiensneming na verstryking van die voorafgenoemde tydperk op dieselfde bepalinge en diensvoorwaardes as op die datum waarop die kraamverlof toegestaan is, onderworpe aan die volgende voorwaardes:

(a) Die werknemer wat met kraamverlof afwesig is, moet haar werkgever voor of op die verstrykingsdatum van die tydperk van ses maande in kennis stel of sy haar diens sal hervat al dan nie;

(b) bewys van die bevalling moet aan die werkgever verskaf word op die datum waarop die werknemer diens hervat in die vorm van 'n geboortesertifikaat of 'n sterftesertifikaat, in die geval van 'n stilgeboorte, of 'n mediese sertifikaat in die geval van 'n miskraam;

(c) die werkgever kan die waarborgtydperk van ses maande verleng by ontvangs van 'n geldige mediese sertifikaat van 'n geregistreerde mediese praktisyn waarin gesertifiseer word dat die werknemer om mediese redes nie diens kan hervat nie;

(d) die werkgever sal toegelaat word om 'n tydelike werknemer in diens te neem in dieselfde kategorie as die werknemer aan wie kraamverlof toegestaan is op 'n tydelike kontrakbasis vir die tydperk van afwesigheid van die werknemer aan wie kraamverlof toegestaan is. Tydelike dienskontrakte is verkrygbaar van die Raad in 'n proforma-formaat;

(e) gedurende die tydperk in paragraaf (d) bedoel, is al die bepalinge van die ooreenkomste wat deur die Raad geadminestreer word op die tydelike werknemer van toepassing;

(f) gedurende die kontraktydperk kan die werkgever, om enige regsgeldige rede die kontrak van tydelike diens beëindig."

DEEL II — LONE

7. Vervang Deel II — Lone — deur die volgende:

"Die minimum lone wat betaal moet word deur die werkgever aan elk van ondergenoemde klasse werknemers is soos hieronder uiteengesit ooreenkomstig die volgende tariewe:

"A"-loon is die loontariewe wat van toepassing is in die landdrosdistrikte, Port Elizabeth en Uitenhage.

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

"(1) (c) Every employer who supplies the Council with a guarantee by a registered bank and/or insurance company satisfactory to the Council for the total of his annual commitments under this clause shall, without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner prescribed in subclause (5) (c) of this clause: Provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time."

4. CLAUSE 25. — WAGES

Substitute the following for subclause (2):

"(2) Notwithstanding anything to the contrary contained herein, the wage of an employee — who on 1 July 1989 is in receipt of a wage prescribed for the class of work on which he was engaged and who is still in the employ of the same employer on the same class of work shall with effect from the date on which this Agreement comes into operation be increased by an amount equal to the difference between the wage prescribed as at 30 June 1989 and the wage prescribed in this Agreement for the class of work on which he is employed."

5. CLAUSE 37. — SUBSISTENCE ALLOWANCE

Substitute the following for clause 37:

"Whenever the work of an employee, for whom wages are prescribed in clause 10 (5) of Part II of this Agreement, precludes him from returning to his home for his night's rest, he shall be paid in addition to his ordinary remuneration a subsistence allowance of not less than —

(a) where it is necessary for the employee to obtain an evening meal and bed: R5,50;

(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R6,50;

(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R8,00."

6. Insert the following new clause 38:

"38. MATERNITY LEAVE

Any female employee going on confinement shall be entitled to unpaid maternity leave for a period not exceeding six months with a guarantee of re-employment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:

(a) The employee on confinement shall before or on the expiry date of the six-months period notify her employer whether or not she will recommence employment;

(b) proof of the confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate or death certificate, in the case of a still birth, or medical certificate in the case of a miscarriage;

(c) the employer may extend the six-months guarantee period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons;

(d) the employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the employee who has been granted maternity leave. Temporary contracts of employment may be obtained from the Council in a pro forma format;

(e) during the period referred to in paragraph (d), all the provisions of the agreements administered by the Council shall apply to the temporary employee;

(f) during the contract period the employer may, for any reason recognised in law as sufficient, terminate the contract of temporary employment."

PART II — WAGES

7. Substitute the following for Part II. — Wages:

"The minimum wage which shall be paid by an employer to each of the undermentioned classes of his employees shall be as set out hereunder in accordance with the following rates:

"A" rate shall be the wage rates applicable within the Magisterial Districts of Port Elizabeth and Uitenhage.

"B"-loon is die loontariewe wat van toepassing is in die landdrosdistrikte Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (K.P.), Murraysburg, Noupoot, Pearston, Richmond (K.P.), Steytlerville, Steynsburg, Uniondale, Venterstad en Willowmore uitgesonderd die distrikte Port Elizabeth en Uitenhage.

1. Werknemers in enigeen van of al die werksaamhede wat in die Meubelnywerheid verrig word, uitgesonderd die werknemers in klousule 2 tot 12 van hierdie Deel bedoel, maar met inbegrip van voormanne en/of toesighouers:

	'A'-loon Per uur R	'B'-loon Per uur R
Gedurende die tydperk eindigende 30 Junie 1990.....	4,64	4,48

2. Leerlinge in diens om die werksaamhede te leer wat deurklousule 1 gedek word:

Per week:

Vir die eerste ses maande diens: 75 persent van die loon in klousule 1 voorgeskryf;

vir die tweede ses maande diens: 80 persent van die loon in klousule 1 voorgeskryf;

vir die derde ses maande diens: 85 persent van die loon in klousule 1 voorgeskryf;

vir die vierde ses maande diens: 90 persent van die loon in klousule 1 voorgeskryf;

daarna, die loon in klousule 1 voorgeskryf.

3. (a) Jeugdige werknemers in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, moet die loon betaal word wat ingevolge daardie wet vir die toepaslike leerjaar voorgeskryf word.

(b) Alle ander jeugdiges: Die minimum loon vir volwasse werknemers voorgeskryf indien werksaam in dieselfde klas werk.

4. Werknemers wat die volgende werk verrig:

- (1) Klaargemaakte rottingmatte vassit;
- (2) 'n eentrommelskuurder, oopskyfskuurder, tolskuurder, luggevuilde skuurder opstel en bedien;
- (3) gate boor;
- (4) slegs met die tapmasjien tappe maak;
- (5) 'n uitholmasjien bedien om uithollings vir slotte en skarniere te sny;
- (6) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (7) 'n tapinsteekmasjien bedien;
- (8) hangerboutte insteek en 'n poot vasbout of vasskroef, maar uitgesonderd die vassit van die plaat en/of aanhegting aan die raam waarin die hangerbout moet ingaan;
- (9) 'n randfiniermasjien bedien, maar nie randbande aansit nie;
- (10) met 'n masjien skuur;
- (11) hout- en metaallatte en dwarsstawe aan rame vir stoffeerwerk in posisie plaas;
- (12) los sitplekke en rugkante van slegs eetkamerstoele stoffeer:

	'A'-loon Per uur R	'B'-loon Per uur R
Gedurende die tydperk eindigende 30 Junie 1990.....	3,59	3,48

5. Werknemers wat die volgende werk verrig:

- (1) Vasbout;
- (2) houttappenne en -penne met die hand of 'n masjien maak en/of spits maak;
- (3) met die hand en/of 'n draagbare skuurder skuur, ongeag of die artikels wat geskuur word, stilstaan of draai;
- (4) soliede hout met die hand of 'n meganiese proses buig;
- (5) gate of barste in meubels met houtvulsel of soortgelyke stowwe vul;
- (6) bedysters, koepels en sokke vir rolwieleltjies vassit;
- (7) was aanwend;

"B" rate shall be the wage rates applicable within the Magisterial Districts of Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (C.P.), Murraysburg, Noupoot, Pearston, Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Venterstad and Willowmore, excluding Port Elizabeth and Uitenhage districts.

1. Employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the employees referred to in clause 2 to 12 of this Part, but including foremen and/or supervisors:

	'A' Rate Per hour R	'B' Rate Per hour R
During the period ending 30 June 1990.....	4,64	4,48

2. Learners employed in learning the operations covered by clause 1:

Per week:

For the first six months of employment: 75 per cent of the wage prescribed in clause 1;

for the second six months of employment: 80 per cent of the wage prescribed in clause 1;

for the third six months of employment: 85 per cent of the wage prescribed in clause 1;

for the fourth six months of employment: 90 per cent of the wage prescribed in clause 1;

thereafter, the rate prescribed in clause 1.

3. (a) Juvenile employees engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, shall be paid the rate prescribed in terms of that Act for the appropriate year of apprenticeship.

(b) All other juveniles: The minimum wage prescribed for adult employees employed on the same class of work.

4. Employees engaged in—

- (1) fixing of ready cane mats;
- (2) setting up and operating single drum sander, open disc sander, bobbin sander, air filled sander;
- (3) boring holes;
- (4) morticing on the mortice machine only;
- (5) operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges;
- (6) filling of cushions with spring interior and/or spring units;
- (7) operating a dowel insertion machine;
- (8) inserting hanger bolt and bolting on of a leg or screwing in of a leg, but excluding the affixing of the plate and/or attachment to the carcass to take the hanger bolt;
- (9) operating an edge veneering machine, but excluding edgebanding;
- (10) machine sanding;
- (11) positioning of wooden and metal laths and cross bars to frames for upholstery;
- (12) upholstering of loose seats and backs of dining-room chairs only:

	'A' Rate Per hour R	'B' Rate Per hour R
During the period ending 30 June 1990.....	3,59	3,48

5. Employees engaged in—

- (1) bolting;
- (2) making and/or pointing of wooden dowels and pins by hand and/or machine;
- (3) sandpapering by hand and/or portable sander, regardless of whether the articles sandpapered are stationary or rotating;
- (4) bending of solid timber by hand or mechanical process;
- (5) filling of holes or cracks in furniture with wood filler or similar substances;
- (6) fixing bed irons, domes and sockets for castors;
- (7) the application of wax;

- (8) rande verf en/of vul;
 (9) deure en toebehore afhaal voordat dit vir poleerwerk voorberei word;
 (10) met gips of 'n ander vulsel vul;
 (11) meubels met sure of 'n ander bleikmiddel bleik;
 (12) gepoleerde oppervlakke afnerf;
 (13) meubels beits, olie, opvul en/of hernieu;
 (14) seilbande en/of plaasvervangers aansit, maar uitgesonderd die vaswoel van spiraalvere;
 (15) laaghout of hardbord aan los sitplekke vir stoffeerdoeleindes vasspyker;
 (16) metaal bespuit;
 (17) riempiewerk;
 (18) heliese vere en/of ketting- en/of sigsag- of nie-saktipe veerwerk aanhaak;
 (19) klapperhaar of ander materiaal met 'n masjien uitpluis;
 (20) die agtergrond van houtsneewerk stippel en pons;
 (21) T- en G-kantstrok met die hand vasslaan, maar uitgesonderd verstekhoekprofile;
 (22) bome aan gestoffeerde artikels vasspyker;
 (23) werk in verband met enigeen van die prosesse by die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele;
 (24) paneelpenne en/of -spykers en/of -kramme wat uitsteek met 'n pons wegkap in die handskuurseksie;
 (25) rolle stoffeermateriaal, goiing, kaliko, crownflex en dergelike stowwe oopmaak en/of met die hand van selfkant tot selfkant sny, maar uitdruklik nie patroon en/of vorm, gereed vir stoffeerwerk, na grootte sny nie;
 (26) handvatsels met skroewe, boute en moere, en skroefboute deur vooraf geboorde gate vasheg;
 (27) spieëls deur middel van kleefband vasheg;

'A'-loon 'B'-loon
Per uur
R

Gedurende die tydperk eindigende 30 Junie 1990:

Gedurende die eerste ses maande op die klas werk	2,94	2,86
Na die eerste ses maande op die klas werk...	3,39	3,30

6. (1) Werknemers wat die volgende werk verrig:

(a) Die vervaardiging van beddegoed, wat beteken die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haavulsel, vlok, kapok, katoenwatte, hare, vesel, wol, vere, gras, kaf, strooi, rubber of ander soortgelyke stof; of 'n kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, volspiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoelkussings, peule, bomatrasse, bedspreie, die vasslaan en/of vashaak van veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd die diverse werksaamhede in subklousules (2) en (3) bedoel;

- (b) veermaaswerk vleg;
 (c) vulsel met die hand of 'n masjien in matrasslope insteek;
 (d) sye stik;
 (e) klossies maak, met die hand of 'n masjien;
 (f) 'n randstikmasjien bedien;
 (g) 'n topstikmasjien bedien;
 (h) rame en rollers vir die topstikmasjien voorberei;
 (i) deurgevlegte kussinkies aan veereenhede vassit, -stik of -kram, hetsy met die hand of 'n masjien;
 (j) stoelkussings met veerbinnewerk en/of veereenhede vul;
 (k) vulsel op 'n veereenheid spreid;
 (l) matrasstoppe, hetsy gestik of nie, in posisie vassit om 'n vooraf geboude binnewerk- of veermatras op te bou;
 (m) bande aan kante van 'n binneveermatras stik;
 (n) rolkantwerk met die hand of 'n masjien doen;

- (8) the painting and/or filling of edges;
 (9) the removal of doors and fittings prior to preparations for polishing;
 (10) filling in with plaster of paris or any other filling material;
 (11) bleaching of furniture with acids or any other bleaching agent;
 (12) stripping of polished surfaces;
 (13) staining, oiling, filling and/or reviving;
 (14) fixing of webbing and/or substitutes but excluding the lashing of coil springs;
 (15) tacking of plywood or hardboard on to loose seats for upholstery purposes;
 (16) spraying of metal;
 (17) riempie work;
 (18) hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing;
 (19) teasing coir or other materials by machine;
 (20) stippling and punching the background of carving;
 (21) knocking on of T and G edge strips by hand, excluding mitred corner sections;
 (22) tacking on of bottoms to upholstered articles;
 (23) work in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts;
 (24) punching away protruding panel pins and/or nails and/or staples in the hand-sanding section;
 (25) breaking up and/or cutting from selfedge to selfedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size of pattern and/or shape ready for upholstery;
 (26) fixing of handles by screws, bolts and nuts, and screwbolts through pre-bored holes;
 (27) affixing of mirrors by the use of adhesive tape;

'A' Rate 'B' Rate
Per hour
R

For the period ending 30 June 1990:

During the first six months in the grade	2,94	2,86
After the first six months in the grade	3,39	3,30

6. (1) Employees engaged in—

(a) bedding-making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, cotton wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials or any combination of spring interior, all types of wire springs, chain, and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for beddings, but excluding the sundry operations referred to in subclause (2) and (3);

- (b) weaving of spring mesh;
 (c) stuffing filling into mattress cases whether by hand or machine;
 (d) side stitching;
 (e) tufting, whether by hand or machine;
 (f) operating a border quilting machine;
 (g) operating a top quilting machine;
 (h) preparing frames and rollers for the top quilting machine;
 (i) securing, sewing or stapling interlaced pads to spring units, whether by hand or machine;
 (j) filling of cushions with spring interiors and/or spring units;
 (k) laying out filling material upon a spring unit;
 (l) securing mattress tops, whether quilted or not, in position for building a pre-built interior or spring mattress;
 (m) tape edging a spring interior mattress;
 (n) roll edging by hand or machine;

- (o) 'n losmiddel aan vooraf gevormde gietvorms aanwend;
- (p) ambagsman se hulp
- (q) tegniese assistent wat help met toetsing;
- (r) nasien, massameet en aantekeninge hou;
- (s) nasien, bymekaarmaak en aantekeninge hou;
- (t) draad volgens setmate buig;

'A'-loon 'B'-loon
Per uur
R

Gedurende die tydperk eindigende 30 Junie 1990 3,54 3,43

(2) Werknemers wat die volgende werk verrig:

- (a) Alle stikwerk wat nodig is by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortreksels en -onderdele;
- (b) matrashandvatsels aan rande stik;
- (c) gestikte rande aan matrascenhede vasstik, voordat bande aan kante gestik word;
- (d) die bek van die matras met die hand of 'n masjien toewerk;
- (e) randlengtes saamvoeg;
- (f) kopkussings, stoelkussings en peule toewerk;
- (g) toppe, rande en slope uitsny;

'A'-loon 'B'-loon
Per uur
R

Gedurende die tydperk eindigende 30 Junie 1990 3,54 3,43

(3) Werknemers wat die volgende werk verrig:

- (a) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (b) spoel vir 'n randstikmasjien voorberei;
- (c) gestikte rande volgens lengte sny;
- (d) gate in matrasrande pons;
- (e) ventileerders en handvatsels aan matrasrande aanbring;
- (f) 'n deurvlegmasjien voer;
- (g) kussinkies uitsny en maak, ongeag die materiaal wat gebruik word;
- (h) latte en dwarsstawe in posisie plaas of seilbande aan matras- of bedrame heg;
- (i) matrasrame beits;
- (j) hingsels aan matrasrame heg;
- (k) 'n maas aan 'n matrasraam in posisie plaas en vasheg;
- (l) lusse aan naalde in drukdeurstikmasjien hang;
- (m) 'n doekspreimasjien laai, stoot en bedien;
- (n) 'n pluismasjien bedien;
- (o) 'n lusmaakmasjien bedien;
- (p) lusse of knope of klossies aanwerk;
- (q) rame vir beddegoed met die hand beits en/of vernis;
- (r) geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, vasslaan of vashaak, ongeag die materiale waarvan die rame gemaak is;
- (s) bedysters aanbring;
- (t) veereenhede aan bedrame vasheg;

'A'-loon 'B'-loon
Per uur
R

Gedurende die tydperk eindigende 30 Junie 1990:

Gedurende die eerste ses maande op die klas werk 2,94 2,86

Na die eerste ses maande op die klas werk 3,39 3,30

7. Leerlinge in diens om die klasse werk te leer wat in klousule 6 (1) bedoel word:

- (o) applying release agent to preformed moulds;
- (p) artisan's aid;
- (q) technical assistant who assists in testing;
- (r) checking, mass-measuring and recording;
- (s) checking, collecting and recording;
- (t) bending of wire to jigs;

'A' Rate 'B' Rate
Per hour
R

During the period ending 30 June 1990

3,54 3,43

(2) Employees engaged in—

- (a) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;
- (b) sewing mattress handles to borders;
- (c) sewing of quilted borders onto mattress units prior to tape edging;
- (d) closing up the mouth of mattress by hand or machine;
- (e) joining border lengths;
- (f) closing pillows, cushions, bolsters;
- (g) cutting tops, borders and cases;

'A' Rate 'B' Rate
Per hour
R

During the period ending 30 June 1990

3,54 3,43

(3) Employees engaged in—

- (a) bolting by hand of bed mattress frames, studio couch frames and cots;
- (b) preparing spools for a border quilting machine;
- (c) cutting quilted borders to length;
- (d) punching holes in mattress border;
- (e) fitting ventilators and handles to mattress border;
- (f) feeding the interlacing machine;
- (g) cutting and making of pads, irrespective of materials used;
- (h) positioning of laths and cross-bars, or fixing webbing to mattress or bed frames;
- (i) staining mattress frames;
- (j) affixing lugs to mattress frames;
- (k) positioning and securing a mesh to a mattress frame;
- (l) hanging loops on needles in compression tufting;
- (m) loading, wheeling, and operating a cloth-spreading machine;
- (n) operating a teasing machine;
- (o) attending a loop making machine;
- (p) attaching loops or buttons or tufts;
- (q) staining and/or varnishing, by hand, frames for bedding;
- (r) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made;
- (s) fixing bed irons;
- (t) attaching spring units to bed frames;

'A' Rate 'B' Rate
Per hour
R

For the period ending 30 June 1990:

During the first six months in the grade 2,94 2,86

After the first six months in the grade 3,39 3,30

7. Learners employed in learning the classes of work referred to in clause 6 (1):

Per week:

Vir die eerste ses maande diens: 75 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die tweede ses maande diens: 80 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die derde ses maande diens: 85 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die vierde ses maande diens: 90 persent van die loon in klousule 6 (1) voorgeskryf.

8. Werknemers wat die volgende werk verrig:

(1) 'n Werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of 'n meganiese toestel, in glipsteek; stik en/of aanme-
kaarwerk van oortreksels, klappe, stoelkussings, koorde, gordyn-
kappe of peule; en uitsny van materiaal vir los sitplekke en rugkante
van slegs eetkamerstoele, maar uitgesonderd die uitsny van oortrek-
sels;

(2) knope aan verwyderbare en/of los stoelkussings werk;

(3) gimp en/of vleysel en/of stopplooierwerk vaswerk, maar nie
vaskram en/of vasspyker nie;

(4) 'n meganiese vervoerband-spuiteenheid bedien:

	'A'-loon	'B'-loon
	Per uur	Per uur
	R	R

Gedurende die tydperk eindigende 30 Junie 1990	3,54	3,43
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9. Leerlinge in diens om die klasse werk te leer wat in klousule 8 bedoel word:

Per week:

Vir die eerste ses maande diens: 75 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die tweede ses maande diens: 80 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die derde ses maande diens: 85 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die vierde ses maande diens: 90 persent van die loon in klousule 6 (1) voorgeskryf;

Daarna, die loon voorgeskryf vir 'n werknemer in diens op werk in klousule 8 bedoel.

10. Werknemers wat die volgende werk verrig:

(1) Persele skoonmaak en vee;

(2) masjinerie, uitrusting, gereedskap, spuittoestelle en werktuie skoonmaak;

(3) masjiene en/of voertuie olie en smeer;

(4) afwit;

(5) voertuie laai en/of aflaai;

(6) materiaal hanteer;

(7) 'n voertuig of stootkar stoot of trek;

(8) met handvoertuie aflewer;

(9) grondstowwe uitpak, baal en uit bale haal;

(10) uitrusting skoonmaak en skoonblaas;

(11) 'n stoomketel, verbrander en/of oond bedien;

(12) droogoonde laai en ontlai;

(13) tee of ander dergelike drankte maak;

(14) hout vir preserving behandel;

(15) artikels in kartonne en/of kartonhouers verpak;

(16) artikels in kartonne en/of kartonhouers verpak en daarna dié kartonne en kartonhouers vul en toemaak;

(17) lym afwas en/of afvee;

(18) gebruikte stoffeerwerk en beddegoed uitmekaarhaal;

(19) 'n meubelmasjienwerker help om materiale vóór en ná masjienbewerking te hanteer;

(20) metaalstawe, skaniere, metaalbuise, metaalstokkies, ketting, draad, hoepelyster en ander dergelike materiale sny;

(21) ysterboute en -stawe klink of skroefdraad daarin sny;

(22) enige soort pers bedien;

Per week:

For the first six months of employment: 75 per cent of the wage prescribed in clause 6 (1).

For the second six months of employment: 80 per cent of the wage prescribed in clause 6 (1).

For the third six months of employment: 85 per cent of the wage prescribed in clause 6 (1).

For the fourth six months of employment: 90 per cent of the wage prescribed in clause 6 (1).

8. Employees engaged in—

(1) any operation or process, in whole or in part, performed by hand or machinal appliance, in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets or bolsters; and cutting of material for loose seats and backs of dining-room chairs only, but shall exclude the cutting of covers;

(2) buttoning of movable and/or loose cushions;

(3) affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof;

(4) operating a mechanical conveyor spray unit:

	'A' Rate	'B' Rate
	Per hour	Per hour
	R	R

During the period ending 30 June 1990	3,54	3,43
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9. Learners employed in learning the class of work referred to in clause 8:

Per week:

For the first six months of employment: 75 per cent of the wage prescribed in clause 6 (1).

For the second six months of employment: 80 per cent of the wage prescribed in clause 6 (1).

For the third six months of employment: 85 per cent of the wage prescribed in clause 6 (1).

For the fourth six months of employment: 90 per cent of the wage prescribed in clause 6 (1).

Thereafter, the wage prescribed for an employee engaged on work referred to in clause 8.

10. Employees engaged in—

(1) cleaning and sweeping of premises;

(2) cleaning machinery, plant, tools, spray guns and utensils;

(3) oiling and greasing machines and/or vehicles;

(4) lime-washing;

(5) loading and/or unloading vehicles;

(6) handling materials;

(7) pushing or pulling a vehicle or handcart;

(8) delivering by manually-propelled vehicles;

(9) unpacking, baling and unbalancing raw materials;

(10) cleaning and blowing down of equipment;

(11) attending boiler, incinerator and/or oven;

(12) loading and unloading kilns;

(13) making tea or other similar beverages;

(14) treating timber for preservation;

(15) packing articles into cartons and/or cardboard containers;

(16) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers;

(17) washing and/or wiping off glue;

(18) stripping second-hand upholstery and bedding;

(19) assisting a furniture machinist in handling materials before and after machining;

(20) cutting metal rods, hinges, metal tubes, metal strips, chain, wire, hoop-iron and similar materials;

(21) riveting or making threads on iron bolts and rods;

(22) operating presses of any type;

(23) stoffeerspringvere baal en indompel;

(24) stofsakke en/of siklone van skuurmasjiene versorg;

(25) skuurpapierskywe lym;

(26) in papier of karton toedraai;

(27) rubbereenhede in matrasslope insit;

(28) rubber of plaasvervangers daarvan uitsny en aanmekeer lym;

(29) fineerhout vasbind en 'n fineerpers bedien;

(30) lym en papier van geperste fineerhout verwyder, afwas en/of afhaal;

(31) hoepelyster wat vir vlegwerk gebruik word, reguit maak en/of sny;

(32) kopkussings, stoelkussings en peule met ander stowwe of materiaal as veerbinnewerk en/of veereenhede vul;

(33) klapperhaar met die hand uitklop en/of uitpluis;

(34) metaalstawe skoonmaak;

(35) die massa van kopkussings, peule, bedsprei en stoelkussings meet;

(36) klapperhaar of 'n ander materiaal met die hand uitpluis;

(37) beddegoed uitmekeerhaal;

(38) lym van meubels verwyder;

(39) metaaldele buig, pons, vasklink, boor en/of inmekeersit;

(40) lym meng, massameet en voorberei;

(41) lym en lymverhardmiddels met die hand, 'n kwas of masjien aansit en/of spreid, maar uitdruklik nie meubelonderdele inmekeersit of monteer nie. Hierdie uitsondering is nie van toepassing op die werknemers in paragraaf (45) hieronder bedoel nie;

(42) 'n tapplatdrukmasjien bedien;

(43) met 'n patroonplaat, patroon en/of setmaat afmerk ter voorbereiding vir masjinerie;

(44) 'n patroon, patroonplaat en/of setmaat merk;

(45) meubelonderdele inmekeersit of monteer wat geklem, geklamp of gepers moet word: Met dien verstande dat die getalsverhouding van werknemers wat dié werk uitvoer, tot werknemers wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskryf word en wat klem-, klamp- of perswerk uitvoer, hoogstens twee tot een mag wees;

(46) skuurpapier of -skywe en -bande vir oopbandskuurders maak en saamvoeg;

(47) materiale deursyg;

(48) fineerstukke, laaghout en hardbord met bande, kramme en/of hegspykers aan rame of kernmateriaal vassit om dit te pers;

(49) bandlose laswerk met 'n masjien;

(50) enige soort vakuumsak en pers laai en ontlai;

(51) gom- of ander bande was;

(52) onderdele ná perswerk opstapel;

(53) 'n stoffeerder help deur oortreksels vas te hou;

(54) gomblokke aansmeer;

(55) geriffelde vasmakers insit in die proses om rame inmekeer te sit;

(56) oortollige fineer asook oortollige dekmateriaal op los sitplekke en rugkante met die hand of handgereedskap afwerk nadat fineer aangesit is;

(57) skroewe in reeds geboorde gate insit voordat hulle vasgeskroef word;

(58) moere en/of moerdoppies aan boutte vassit;

(59) handvatsels vasbout;

(60) glas in vooraf vervaardigde groewe of sponnings laat sak, maar uitgesonderd glas met kraallyswerk in posisie vassit en/of glas op 'n ander manier vassit;

(61) randfineerwerk met die hand doen;

(62) skuimrubber en/of dergelike stowwe na fatsoen en/of grootte sny;

(63) 'n skuimrubbermaalmasjien bedien;

(64) karton in die stoffeerseksie met die hand en/of valmes sny, maar uitgesonderd die gebruik van ander masjiene of die sny van karton in ander afdelings;

(23) baling and dipping of upholstery springs;

(24) attending to dust bags and/or cyclones from sanding machines;

(25) glueing sandpaper discs;

(26) wrapping in paper or cardboard;

(27) insertion of rubber units into mattress cases;

(28) cutting and glueing together of rubber or substitute materials;

(29) taping of veneers and attending veneer press;

(30) removing, washing and/or cleaning of glue and paper from pressed veneers;

(31) straightening and/or cutting hoop-iron used for webbing;

(32) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units;

(33) beating and/or teasing coir by hand;

(34) cleaning metal rods;

(35) mass-measuring pillows, bolsters, quilts and cushions;

(36) teasing coir or any other materials by hand;

(37) stripping bedding;

(38) removing glue from furniture;

(39) bending, punching, riveting, drilling and/or assembling metal parts;

(40) glue mixing, mass-measuring and preparing;

(41) the application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts. This exclusion not to apply to the employees referred to in paragraph (45) hereunder;

(42) operating the tenon squashing machine;

(43) marking by template, pattern and/or jig in preparation for machining;

(44) marking of pattern, template and/or jig;

(45) the putting together or assembling of furniture parts which are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one;

(46) making and jointing sandpaper or discs and belts for open belt sanders;

(47) straining of material;

(48) taping, stapling and/or tacking of veneer, plywood and hardboard on to frames or core material for pressing;

(49) tapeless jointing by machine;

(50) loading and unloading vacuum bag and press of any kind;

(51) washing of gum or other tapes;

(52) stacking parts after pressing;

(53) assisting upholsterer in holding cover;

(54) rubbing on of glue blocks;

(55) insertion of corrugated fasteners in the process of assembling frames;

(56) trimming away by hand or hand tool of excess veneer after affixing of veneer and excess covering material on loose seats and backs;

(57) insertion of screws into pre-bored holes preparatory to screwing;

(58) affixing of nuts and or nut covers to bolts;

(59) bolting handles;

(60) dropping glass into pre-made grooves or rebates, but excluding the affixing of glass in position with beading and/or securing glass in any other manner;

(61) edge veneering by hand;

(62) cutting foam rubber and/or similar substances to shape and/or size;

(63) operating a foam rubber mincing machine;

(64) cutting of cardboard in the upholstery section by hand and/or guillotine, but excluding the use of any other machine or the cutting of cardboard in any other department;

- (65) los stoelkussingslope met vulmateriaal volmaak;
 (66) houttappenne met die hand inslaan;
 (67) skuimrubber en/of soortgelyke stowwe aan oortrekmateriaal vaslym alleen vir deurstikwerk;
 (68) skuimrubber aan hout vaslyn in die geval van submontering, gemonteerde rame en/of los onderdele;
 (69) vlokwool op kleefoppervlakke sprei en die kleefstof slegs vir die vlokwool vir die binnekante van laaie aanwend;
 (70) slegs los meubelstukke in emalje, verf of lakvernis inloop;
 (71) geveerde spieëlklemme met die hand aansit;
 (72) staafstokke by die monterpunt vassit maar voor die klemwerk;
 (73) kraallyste in groewe pas slegs vir kante, maar nie paneelvlakwerk nie;
 (74) opknapwerk by die laai- en aflaaipunt;
 (75) skuimrubber of soortgelyke stowwe aan skuimrubber of soortgelyke stowwe vaslym;
 (76) gietvorms wat skuimrubber of soortgelyke stowwe bevat, toemaak en vasklamp;
 (77) gietvorms waarin vooraf gevormde stoelkussings gegiet is, skoonmaak;
 (78) stoelkussings uit vooraf gevormde gietvorms verwyder;
 (79) vooraf gevormde gietvorms met gemaalde skuimrubber vul;
 (80) vooraf gevormde gietvorms verwyder en aan die vervoerband koppel;
 (81) wapeningskuimrubber of -metaal aan vooraf gevormde gietvorms vassit voordat dit met vloei-bare skuimrubber of soortgelyke stowwe gevul word:

'A'-loon 'B'-loon
Per uur
R

Gedurende die tydperk eindigende 30 Junie 1990:

Gedurende die eerste ses maande op die klas werk	2,94	2,86
Na die eerste ses maande op die klas werk	3,39	3,30

11. (1) Werknemers wat metaalsweiswerk verrig, uitgesonderd puntsweiswerk:

Gedurende die tydperk eindigende 30 Junie 1990	4,64	4,48
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(2) Werknemers wat puntsweiswerk verrig:

Gedurende die tydperk eindigende 30 Junie 1990	3,59	3,48
--	------	------

(3) Werknemers wat masjinerie onderhou:

Gedurende die tydperk eindigende 30 Junie 1990	4,64	4,48
--	------	------

(4) Werknemers in diens as versendingsklerke, magasynmanne tydonnemers of klerke:

(a) Wat ondergeskiktes het wat aan hulle moet verslag doen: Gedurende die tydperk eindigende 30 Junie 1990	4,64	4,48
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(b) Wat onder toesig werk:

Gedurende die tydperk eindigende 30 Junie 1990	3,59	3,48
--	------	------

(5) Werknemers in diens as opsigters of wagt:

Gedurende die tydperk eindigende 30 Junie 1990	3,54	3,43
--	------	------

(6) Werknemers in diens as verpakkers:

Gedurende die tydperk eindigende 30 Junie 1990	3,54	3,43
--	------	------

(7) Werknemers in diens as leerlingverpakkers:

Gedurende die tydperk eindigende 30 Junie 1990	3,39	3,30
--	------	------

- (65) filling loose cushion cases with filling material;
 (66) knocking in wooden dowels by hand;
 (67) glueing of foam rubber and/or similar substances to cover material for quilting only;
 (68) glueing of foam rubber to timber in the case of subassemblies, assembled frames and/or loose parts;
 (69) spreading flock on adhesive surfaces and applying the adhesive for flock only for the insides of drawers;
 (70) dipping in enamel, paint or lacquer of loose furniture parts only;
 (71) affixing of spring-loaded mirror clips by hand;
 (72) affixing of rod sockets at the point of assembly, but prior to cramping;
 (73) fitting of beading into grooves for edges only, but excluding panel facings;
 (74) touching up at point of loading and unloading;
 (75) glueing of foam rubber or similar substance to foam rubber or similar substance;
 (76) closing and clamping moulds which contain foam rubber or similar substance;
 (77) cleaning moulds in which performed cushions have been moulded;
 (78) removing cushions from preformed moulds;
 (79) filling preformed moulds with minced foam;
 (80) removing and fitting or preformed moulds to conveyor;
 (81) fitting of reinforcing foam or metal to preformed moulds before filling with liquid foam rubber or similar substance:

'A' Rate 'B' Rate
Per hour
R

For the period ending 30 June 1990:

During the first six months in the grade	2,94	2,86
After the first six months in the grade	3,39	3,30

11. (1) Employees engaged in the welding of metal, other than spot welding:

During the period ending 30 June 1990	4,64	4,48
---	------	------

(2) Employees engaged in spot welding:

During the period ending 30 June 1990	3,59	3,48
---	------	------

(3) Employees engaged in the maintenance of machinery:

During the period ending 30 June 1990	4,64	4,48
---	------	------

(4) Employees employed as despatch clerks, storemen, timekeepers, or clerks:

(a) Who have subordinates reporting to them: During the period ending 30 June 1990	4,64	4,48
---	------	------

(b) Who work under supervision:

During the period ending 30 June 1990	3,59	3,48
---	------	------

(5) Employees employed as caretakers or watchmen:

During the period ending 30 June 1990	3,54	3,43
---	------	------

(6) Employees employed as packers:

During the period ending 30 June 1990	3,54	3,43
---	------	------

(7) Employees employed as learner packers:

During the period ending 30 June 1990	3,39	3,30
---	------	------

	'A'-loon	'B'-loon
	Per uur	
	R	
(8) Werknemers in diens as kantoorbodes:		
Gedurende die tydperk eindigende 30 Junie 1990.....	3,39	3,30
(9) Los werknemers:		
Gedurende die tydperk eindigende 30 Junie 1990.....	2,94	2,86
(10) Werknemers in diens as gehaltebeheer- inspekteurs wat op enige punt van vervaardiging ondersoek instel:		
Gedurende die tydperk eindigende 30 Junie 1990.....	4,64	4,48."

DEEL III

MOTORVOERTUIGDRYWERS

8. LONE

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

"(a) *Werknemers, uitgesonderd los werknemers.*—'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, dryf waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuie getrek word—

	'A'-loon	'B'-loon
	Per uur	
	R	
(i) hoogstens 2 722 kg is—		
Gedurende die tydperk eindigende 30 Junie 1990	3,59	3,48
(ii) meer as 2 722 kg—		
Gedurende die tydperk eindigende 30 Junie 1990	4,64	4,48."

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

"(4) *Onderhoudstoelae.*—Wanneer die werk van 'n werknemer hom verhoed om vir sy nagrus terug te keer huis toe, moet hy, benewens sy gewone besoldiging soos voorgeskryf in subklousule (1), 'n onderhoudstoelae betaal word van minstens—

(a) wanneer dit vir die werknemer nodig is om aandete en bed te verkry: R5,50;

(b) wanneer dit vir die werknemer nodig is om aandete, bed en ontbyt te verkry: R6,50;

(c) wanneer dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te verkry: R8,00."

Namens die partye op hede die 11de dag van Julie 1989 te Port Elizabeth onderteken.

A. J. SAAYMAN,
Voorsitter van die Raad.

J. B. CONNACHER,
Ondervoorsitter van die Raad.

M. E. HOPPE,
Sekretaris van die Raad.

	'A' Rate	'B' Rate
	Per hour	
	R	
(8) Employees employed as office messengers:		
During the period ending 30 June 1990.....	3,39	3,30
(9) Casual employees:		
During the period ending 30 June 1990.....	2,94	2,86
(10) Employees engaged as quality control viewers who inspect at any point of manufacture:		
During the period ending 30 June 1990.....	4,64	4,48."

PART III

DRIVERS OF MOTOR VEHICLES

8. WAGES

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

"(a) *Employees, other than casual employees.*—An employee who drives a vehicle, other than a steam-wagon, the unladen mass of which, together with a unladen mass of any trailer or trailers drawn by such vehicles—

	'A' Rate	'B' Rate
	Per hour	
	R	
(i) does not exceed 2 722 kg—		
during the period ending 30 June 1990....	3,59	3,48
(ii) exceeds 2 722 kg—		
during the period ending 30 June 1990....	4,64	4,48."

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

"(4) *Subsistence allowance.*—Whenever the work of an employee precludes him from returning to his home for his night's rest, he shall be paid, in addition to the wage prescribed in subclause (1), a subsistence allowance of not less than—

(a) where it is necessary for the employee to obtain an evening meal and bed: R5,50;

(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R6,50;

(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R8,00."

Signed at Port Elizabeth this 11th day of July 1989.

A. J. SAAYMAN,
Chairman.

J. B. CONNACHER,
Vice-Chairman.

M. E. HOPPE,
Secretary.

No. R. 2526

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID, RUSTENBURG.—WYSIGING VAN OOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die Opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 eindig, bindend is vir die werkgewer en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings is.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE TABAKNYWERHEID
(RUSTENBURG)

OOREENKOMS

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

United Tabakmaatskappy Bpk.

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

Rustenburg Tabakwerkersvereniging

en die

African Tobacco Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Tabaknywerheid (Rustenburg),

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 372 van 25 Februarie 1983, soos gewysig en verleng deur Goewermentskennisgewings Nos. R. 2142 van 30 September 1983, R. 1231 van 22 Junie 1984, R. 2443 van 9 November 1984, R. 2766 van 21 Desember 1984, R. 207 van 7 Februarie 1986, R. 2243 van 31 Oktober 1986, R. 2641 van 27 November 1987 en R. 1080 van 2 Junie 1989, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Tabaknywerheid (Rustenburg) nagekom word.

(a) deur die werkgewer en deur all werknemers wat lede is van die vakverenigings wat partye is by die Ooreenkoms en wat werksaam is by die United Tabakmaatskappy Beperk;

(b) in die munisipale gebied van Rustenburg.

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

2. KLOUSULE 4.—LONE

(1) Behoudens subklousule (4) en (5) van hierdie klousule is die minimum weekloon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, dié soos hieronder uiteengesit: Met dien verstande dat—

(i) by die indeling van 'n werknemer hy geag moet word in daer die klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is;

(ii) verhogings van toepassing op werknemers wat 12 maande diens by die werkgewersmaatskappy voltooi het en wat meer as die voorgeskrewe lone verdien, waar sodanige verhogings op fabrieksvlak beding en deur die Nywerheidsraad bekragtig en aangeteken is, nie hierdeur geraak word nie.

No. R. 2526

17 November 1989

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY.—AMENDMENT OF 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 31 March 1990, upon the employer and the trade unions which entered into the Amending Agreement and upon the employees who are members of the said unions.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG)

AGREEMENT

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

United Tobacco Company Limited

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

Rustenburg Tabakwerkersvereniging

and the

African Tobacco Workers' Union

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

being the parties to the Industrial Council for the Tobacco Manufacturing Industry (Rustenburg),

to amend the Agreement published under Government Notice No. R. 372 of 25 February 1983, as amended and extended by Government Notices Nos. R. 2142 of 30 September 1983, R. 1231 of 22 June 1984, R. 2443 of 9 November 1984, R. 2766 of 21 December 1984, R. 207 of 7 February 1986, R. 2243 of 31 October 1986, R. 2641 of 27 November 1987 and R. 1080 of 2 June 1989.

1. SCOPE OF APPLICATION AGREEMENT

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

(a) by the employer and by all employees who are members of the trade unions who are parties to the Agreements and who are employed at the United Tobacco Company;

(b) within the municipal area of Rustenburg.

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

2. CLAUSE 4.—WAGES

(1) Subject to the provisions of subclause (4) and (5) of this clause, the minimum weekly wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that—

(i) in classifying an employee, he shall be deemed to be in the class in which he is wholly or mainly employed;

(ii) this shall not affect increases applicable to employees who have completed 12 months' service with the employing company and who earn in excess of the prescribed wages, where such increases have been negotiated at plant level and ratified and recorded by the Industrial Council.

	Per week R		Per week R
Assistent-voorman	249,15	Assistant foreman	249,15
Leierwerksman/Produksietegnikus	389,85	Leading hand/Production technician	389,85
Ambagsman	363,90	Artisan	363,90
Ketelinstallasie-toesighouer	267,95	Boiler plant supervisor	267,95
Skofkontroleur (gehalteversekering)	271,65	Quality assurance—shift controller	271,65
Assistent-skofkontroleur (gehalteversekering)	256,20	Quality assurance—assistant shift controller	256,20
Gehalte-inspekteur—		Quality inspector—	
gedurende eerste jaar ondervinding	232,20	during first year of experience	232,20
gedurende tweede jaar ondervinding	235,95	during second year of experience	235,95
daarna	242,35	thereafter	242,35
Toesighouer (sigaretvervaardiging)—		Supervisor (cigarette manufacturing)—	
gedurende eerste jaar ondervinding	232,20	during first year of experience	232,20
gedurende tweede jaar ondervinding	235,95	during second year of experience	235,95
daarna	242,35	thereafter	242,35
Toesighouer (pytabak)	218,10	Supervisor (pipe tobacco)	218,10
Ondersoeker—		Examiner—	
gedurende eerste ses maande ondervinding	199,60	during first six months of experience	199,60
gedurende tweede ses maande ondervinding	205,90	during second six months of experience	205,90
gekwalifiseer	214,20	qualified	214,20
Seksieman—		Sectionman—	
gedurende eerste jaar ondervinding	232,20	during first year of experience	232,20
gedurende tweede jaar ondervinding	241,00	during second year of experience	241,00
gedurende derde jaar ondervinding	254,80	during third year of experience	254,80
gekwalifiseer	271,65	qualified	271,65
Senior seksieman	288,40	Senior sectionman	288,40
Masjienbediener—		Machine minder—	
gedurende eerste jaar ondervinding	226,70	during first year of experience	226,70
gedurende tweede jaar ondervinding	233,45	during second year of experience	233,45
gedurende derde jaar ondervinding	243,50	during third year of experience	243,50
gekwalifiseer	256,20	qualified	256,20
Veiligheidsbeampte, A of B	224,70	Security officer, A or B	224,70
Terreinopsigter	220,70	Groundsman	220,70
Fabrieksklerk, versendingsklerk, ontvangsklerk en magasynman—		Factory clerk, despatch clerk, receiving clerk and storeman—	
gedurende eerste jaar ondervinding	202,40	during first year of experience	202,40
gedurende tweede jaar ondervinding	206,15	during second year of experience	206,15
gedurende derde jaar ondervinding	210,25	during third year of experience	210,25
gedurende vierde jaar ondervinding	214,95	during fourth year of experience	214,95
gekwalifiseer	221,95	qualified	221,95
Voorraadbediener—		Stores attendant—	
gedurende eerste drie maande ondervinding	197,40	during first three months of experience	197,40
gedurende volgende ses maande ondervinding	200,25	during next six months of experience	200,25
gedurende volgende ses maande ondervinding	203,65	during next six months of experience	203,65
gedurende volgende ses maande ondervinding	207,40	during next six months of experience	207,40
gedurende volgende drie maande ondervinding	211,80	during next three months of experience	211,80
gekwalifiseer	216,75	qualified	216,75
Motorvoertuigdrywer van—		Motor vehicle driver of—	
motorkarre en stasiewaens	210,40	cars and station wagons	210,40
bestel- en vragwaens met 'n onbelaste massa van—		vans and lorries with an unladen mass of—	
tot 1 362 kg	210,40	up to 1 362 kg	210,40
1 362 kg tot 2 724 kg	215,50	from 1 362 kg to 2 724 kg	215,50
2 724 kg tot 3 632 kg	219,35	from 2 724 kg to 3 632 kg	219,35
meer as 3 632 kg	223,45	over 3 632 kg	223,45
Deeltydse motorvoertuigdrywer	203,95	Part-time motor vehicle driver	203,95
Eethuistoetsighouer	210,40	Canteen supervisor	210,40
Faktotum—		Handyman—	
gedurende eerste drie maande ondervinding	199,60	during first three months of experience	199,60
gedurende volgende drie maande ondervinding	201,50	during next three months of experience	201,50
gedurende volgende drie maande ondervinding	204,00	during next three months of experience	204,00
gekwalifiseer	207,75	qualified	207,75
Onderbaas	207,75	Chargehand	207,75
Spanleier—		Team leader—	
van werknemers graad IA	212,95	of Grade IA employees	212,95
van werknemers graad IB	210,40	of Grade IB employees	210,40
van werknemers graad II	205,20	of Grade II employees	205,20
van werknemers graad III en arbeiders	201,40	of Grade III employees and labourers	201,40
Werknemer graad IA—		Grade IA employee—	
gedurende eerste drie maande ondervinding	197,40	during first three months of experience	197,40
gedurende volgende ses maande ondervinding	199,90	during next six months of experience	199,90
gedurende volgende ses maande ondervinding	202,75	during next six months of experience	202,75
gedurende volgende ses maande ondervinding	205,55	during next six months of experience	205,55
gedurende volgende drie maande ondervinding	208,40	during next three months of experience	208,40
gekwalifiseer	211,65	qualified	211,65

	Per week R
Werknemer graad IB—	
gedurende eerste drie maande ondervinding.....	197,40
gedurende volgende ses maande ondervinding.....	199,60
gedurende volgende ses maande ondervinding.....	201,75
gedurende volgende ses maande ondervinding.....	204,00
gedurende volgende drie maande ondervinding.....	206,15
gekwalifiseer.....	209,05
Tabakverpakker—	
gedurende eerste drie maande ondervinding.....	197,40
gedurende volgende drie maande ondervinding.....	199,25
gedurende volgende drie maande ondervinding.....	201,50
gedurende volgende drie maande ondervinding.....	203,65
gekwalifiseer.....	206,50
Werknemer graad II—	
gedurende eerste ses maande ondervinding.....	197,40
gedurende volgende ses maande ondervinding.....	199,60
gekwalifiseer.....	202,65
Wag.....	200,05
Werknemer graad III.....	198,76
Arbeider.....	197,40
Werknemers nie elders in hierdie Ooreenkoms vermeld nie.....	202,65

3. KLOUSULE 7.—JAARLIKSE VERLOF

In subklousule (1), vervang paragraaf (a) en (a) (i) deur die volgende:

“(a) In die geval van ’n werknemer wat in sy diens was sedert 15 Januarie van die kalenderjaar waarop sodanige verlof betrekking het, 20 werkdag met volle besoldiging, soos volg:

(i) 17 agtereenvolgende dae met volle besoldiging;”.

4. KLOUSULE 17.—SIEKTEBYSTANDFONDS

Vervang subklousule (1) (a) (i) en (ii) deur die volgende:

“(i) Weekliks besoldigde werknemers: R4,50 per week;

(ii) maandeliks besoldigde werknemers: R19,50 per maand.”.

Namens die partye op hede die 14de dag van Junie 1989 te Rustenburg onderteken.

L. J. ROELOFSE,

Voorsitter van die Raad.

R. ZILLO,

Verteenwoordiger vir albei Vakverenigings.

H. J. VAN REENEN,

Sekretaris van die Raad.

No. R. 2527

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWING. — DRUK- EN NUUSBLADNYWERHEID, R.S.A. — PENSIOENFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing No. R. 2631 van 23 Desember 1988, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

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

	Per week R
Grade IB employee—	
during first three months of experience.....	197,40
during next six months of experience.....	199,60
during next six months of experience.....	201,75
during next six months of experience.....	204,00
during next three months of experience.....	206,15
qualified.....	209,05
Tobacco packer—	
during first three months of experience.....	197,40
during next three months of experience.....	199,25
during next three months of experience.....	201,50
during next three months of experience.....	203,65
qualified.....	206,50
Grade II employee—	
during first six months of experience.....	197,40
during next six months of experience.....	199,60
qualified.....	202,65
Watchman.....	200,05
Grade III employee.....	198,75
Labourer.....	197,40
Employees not elsewhere specified in this Agreement ..	202,65

3. CLAUSE 7.—ANNUAL LEAVE

Substitute the following for subclause (1), paragraph (a) and (a) (i):

“(a) In the case of an employee who has been in his employ since 15 January of the calendar year to which such leave relates, 20 working days on full pay, as follows:

(i) 17 consecutive days on full pay;”.

4. CLAUSE 17.—SICK BENEFIT FUND

Substitute the following for subclause (1) (a) (i) and (ii):

“(i) Weekly-paid employees: R4,50 per week;

(ii) monthly-paid employees: R19,50 per month.”.

Signed at Rustenburg, on behalf of the parties, this 14th day of June 1989.

L. J. ROELOFSE,

Chairman of the Council.

R. ZILLO,

Representative for both Trade Union Parties.

H. J. VAN REENEN,

Secretary of the Council.

No. R. 2527

17 November 1989

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE.—PRINTING AND NEWSPAPER INDUSTRY, R.S.A. — PENSION FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 2631 of 23 December 1988, with effect from the second Monday after the date of publication of this notice.

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

No. R. 2528

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

DRUK- EN NUUSBLADNYWERHEID, RSA. —
PENSIOENFONDSOOREENKOMS

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 31 Desember 1989 eiendig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1) (a), 2 (2), 7 (4), 7 (6) (b), 8 (1) tot en met (9), 14 (2) en 15 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 eindig, bindend is vir alle ander 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.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE DRUK-
EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

PENSIOENFONDSOOREENKOMS

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

The South African Printing and Allied Industries
Federation
en

The Newspaper Press Union of South Africa

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

The South African Typographical Union

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

wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en
Nuusbladnywerheid van Suid-Afrika.

1. WOORDOMSKRYWING

Tensy dit uit die samehang anders blyk, sluit alle woorde en uitdrukkings wat die manlike geslag aandui ook vroue in; woorde wat die enkelvoud aandui, sluit die meervoud in, en omgekeerd; voorts, tensy dit strydig met die samehang is, beteken—

"aktiewe lid" 'n lid wat volle bydraes aan die vakvereniging betaal volgens die konstitusie van daardie liggaam en wat in daardie konstitusie 'n gewone lid genoem word, en het "aktiewe lidmaatskap" 'n ooreenstemmende betekenis;

"jaarlikse pensioengewende loon" die pensioengewende loon, vermenigvuldig met 52;

"bydraende onaktiewe lidmaatskap" 'n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin die lid die bydraes van sowel die werkgewer as die werknemer aan die Fonds betaal;

No. R. 2528

17 November 1989

LABOUR RELATIONS ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY,
RSA. — PENSION FUND 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 31 December 1989, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers, and employees who are members of the said organisations or union; 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 2 (1) (a), 2 (2), 7 (4), 7 (6) (b), 8 (1) to (9) (inclusive), 14 (2) and 15 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1989 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND
NEWSPAPER INDUSTRY OF SOUTH AFRICA

PENSION FUND AGREEMENT

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

The South African Printing and Allied Industries Federation
and

The Newspaper Press Union of South Africa

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

The South African Typographical Union

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

being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

1. DEFINITIONS

Unless the contrary intention appears, all words and expressions importing the masculine gender shall include the feminine; words signifying the singular number shall include the plural, and vice versa; further, unless inconsistent with the context—

"active member" means a member who pays full subscriptions to the union in accordance with the constitution of that body and is referred to in that constitution as an ordinary member, and "active membership" has a corresponding meaning;

"annual pensionable wage" means the pensionable wage, multiplied by 52;

"contributory inactive membership" means a period of inactive membership of the union during which the contributions of both employer and employee are paid to the Fund by the member;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa;

"Raad" die Nasionale Nywerheidsraad vir die Druk- en Nuisbladnywerheid van Suid-Afrika;

"afhanklike" iemand wat, na die mening van die Beheerraad, van die afgestorwe lid van die Fonds afhanklik was;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad;

"Finale gemiddelde pensioengewende loon" die gemiddelde pensioengewende loon oor die drie kalenderjare wat die jaar van aftrede of onttrekking voorafgaan;

"Fonds" die Pensioenfonds in klousule 3 hiervan genoem;

"Beheerraad" die Beheerraad van die vakvereniging;

"Graad I-lid" 'n werknemer vir wie 'n minimum loonskaal in klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 20 van klousule 36 en Tabel 23 van klousule 40 voorgeskryf word en 'n chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoof-ooreenkoms bedoel, en "Graad I-lidmaatskap" het 'n ooreenstemmende betekenis;

"Graad II-lid" 'n werknemer, behalwe 'n Graad I-lid, of 'n fabriekshelper, wat 18 maande of langer ondervinding in die Nywerheid opgedoen het en vir wie 'n minimum loonskaal in die Hoof-ooreenkoms voorgeskryf word, sowel as elke vakleerling, en "Graad II-lidmaatskap" het 'n ooreenstemmende betekenis.

"Graad II Hoër-lid" 'n Graad II-lid vir wie minimum lone voorgeskryf word teen 'n koers hoër as die hoogste stedelike loon voorgeskryf vir algemene assistente in Tabel 10 van klousule 6 van die Hoof-ooreenkoms, en "Graad II Hoër-lidmaatskap" het 'n ooreenstemmende betekenis;

"Graad II Laer-lid" 'n Graad II-lid vir wie minimum lone voorgeskryf word teen 'n koers gelyk aan of laer as die hoogste stedelike loon voorgeskryf vir algemene assistente in Tabel 10 van klousule 6 van die Hoof-ooreenkoms, en "Graad II Laer-lidmaatskap" het 'n ooreenstemmende betekenis;

"Graad III-lid" 'n werknemer, behalwe 'n Graad I- of 'n Graad II-lid of 'n fabriekshelper, wat minder as 18 maande ondervinding in die Nywerheid opgedoen het en vir wie 'n minimum loonskaal in die Hoof-ooreenkoms voorgeskryf word, en "Graad III-lidmaatskap" het 'n ooreenstemmende betekenis;

"Graad IV-lid" 'n fabriekshelper vir wie 'n minimum loonskaal in die Hoof-ooreenkoms voorgeskryf word en wat 'n lid van die vakvereniging is;

"onaktiewe lid" iemand wat 'n onaktiewe lid van die vakvereniging is volgens die konstitusie van daardie liggaam, en "onaktiewe lidmaatskap" het 'n ooreenstemmende betekenis;

"Nywerheid" die Druk- en Nuisbladnywerheid van Suid-Afrika;

"lidmaatskap" soos vervat in klousule 7 hiervan;

"minimum lone" die loonskaal wat van tyd tot tyd in die Hoof-ooreenkoms vir die Nywerheid gepubliseer word;

"nuwe lid" iemand wat op of na 1 Julie 1959 tot lidmaatskap van die vakvereniging toegelaat is of, in die geval van nie-lede van die vakvereniging, na 31 Desember 1974 tot lidmaatskap van die Fonds toegelaat is;

"nuwe pensioenaris" iemand wat op of na 1 Januarie 1981 aftree of geag word ooreenkomstig klousule 10 (2) (e) af te getree het;

"nie-bydraende onaktiewe lidmaatskap" 'n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin geen bydraes aan die Fonds betaal word nie;

"gewone aftree-ouderdom" die datum waarop die lid sy pensioenleeftyd bereik;

"ou lid" iemand wat op 30 Junie 1959 lid van die vakvereniging was en wat nie, sedert daardie datum, geregtig was op voordele kragtens klousule 8 (6) hiervan nie;

"ou pensioenaris" iemand wat op 31 Desember 1980 'n aftreetoelae ontvang het;

"pensioenleeftyd" die ouderdom van 65 jaar, behalwe dat vroue wat op 31 Desember 1980 lede was, die keuse het om op die ouderdom van 55 jaar af te tree;

"pensioengewende loon" die minimum loon in klousules 6 en 47 (1) (a) van die Hoof-ooreenkoms voorgeskryf, naamlik:

(a) Vir Graad I-lede beteken die pensioengewende loon die stedelike loonskaal in Tabel 1, Skaal 1 van klousule 6 van die Hoof-ooreenkoms, voorgeskryf;

"dependant" means a person who, in the opinion of the Governing Board, was dependent upon the deceased member of the Fund;

"Executive Committee" means the Executive Committee of the Council;

"final average pensionable wage" means the pensionable wage averaged over the three calendar years preceding the year of retirement or withdrawal;

"Fund" means the Pension Fund referred to in section 3 hereof;

"Governing Board" means the Governing Board of the union;

"Grade I member" means an employee for whom a minimum wage rate is prescribed in section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 20 of section 36 and Table 23 of section 40 and a process moulder entitled to not less than the top rate of wages referred to in Table 4 of the Main Agreement, and "Grade I membership" has a corresponding meaning;

"Grade II member" means an employee, other than a Grade I member or a factory aid, who has had 18 months' or more experience in the Industry and for whom a minimum wage rate is prescribed in the Main Agreement, as well as every apprentice, and "Grade II membership" has a corresponding meaning;

"Grade II Higher member" means a Grade II member for whom minimum wages are prescribed at a rate exceeding the highest urban rate prescribed for General Assistants in Table 10 of section 6 of the Main Agreement, and "Grade II Higher membership" has a corresponding meaning;

"Grade II Lower member" means a Grade II member for whom minimum wages are prescribed at a rate equal to or lower than the highest urban rate prescribed for general assistants in Table 10 of section 6 of the Main Agreement, and "Grade II Lower membership" has a corresponding meaning;

"Grade III member" means an employee, other than a Grade I or Grade II member or a factory aid, who has had less than 18 months' experience in the Industry and for whom a minimum wage rate is prescribed in the Main Agreement, and "Grade III membership" has a corresponding meaning;

"Grade IV member" means a factory aid for whom a minimum wage rate is prescribed in the Main Agreement and who is a member of the union;

"inactive member" means a person who is an inactive member of the union in accordance with the constitution of that body, and "inactive membership" has a corresponding meaning;

"Industry" means the Printing and Newspaper Industry of South Africa;

"membership" shall be as set out in section 7 hereof;

"minimum wages" means the wage rates published from time to time in the Main Agreement for the Industry;

"new member" means a person who was admitted to membership of the union on or after 1 July 1959 or, in the case of non-union members, to membership of the Fund after 31 December 1974;

"new pensioner" means a person who retires, or is deemed to have retired in accordance with section 10 (2) (e), on or after 1 January 1981;

"non-contributory inactive membership" means a period of inactive membership of the union during which no contributions are paid to the Fund;

"normal retirement date" means the date on which the member attains his pensionable age;

"old member" means a person who was a member of the union on 30 June 1959 and who has not, since that date, been entitled to benefits in terms of section 8 (6) hereof;

"old pensioner" means a person who was in receipt of a retirement allowance on 31 December 1980;

"pensionable age" means the age of 65 years, except that females who were members as at 31 December 1980 shall have the option to retire at the age of 55;

"pensionable wage" refers to the minimum wages prescribed in sections 6 and 47 (1) (a) of the Main Agreement and shall be as follows:

(b) vir Graad II Hoër-lede beteken die pensioengewende loon die stedelike loonskaal in Tabel 6 van klousule 6 van die Hoofdooreenkoms voorgeskryf;

(c) vir Graad II Laer-lede beteken die pensioengewende loon die hoogste stedelike loonskaal in Tabel 10 van klousule 6 van die Hoofdooreenkoms voorgeskryf;

(d) vir Graad III-lede beteken die pensioengewende loon die stedelike loonskaal in Tabel 10 van klousule 6 van die Hoofdooreenkoms voorgeskryf vir lede in hul tweede ses maande ondervinding;

(e) vir Graad IV-lede beteken die pensioengewende loon die hoogste stedelike loonskaal vir fabriekshelpers in klousule 47 (1) (a) van die Hoofdooreenkoms voorgeskryf;

"Vaste Komitee" die Vaste Komitee van die Raad;

"trustees" die lede van die Vaste Komitee;

"vakvereniging" die South African Typographical Union;

"weduwe" die weduwe van 'n afgestorwe lid: Met dien verstande dat, in die geval van 'n afgestorwe lid aan wie 'n aftreetoelae toegestaan is of wat 'n uitgestelde aftreetoelae verkies het voordat hy oorlede is, sodanige weduwe met hom getroud was voordat die aftreetoelae aan hom toegestaan is, of voordat hy die uitgestelde aftreetoelae verkies het.

2. TOEPASSINGSBESTEK EN GELDIGHEIDSDUUR

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers wat lede is van die vakvereniging wat onderskeidelik betrokke is by of in diens is in die Nywerheid, soos omskryf;

(b) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai.

(2) Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag, kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 31 Desember 1989 of vir die tydperk wat hy bepaal.

3. VOORTSETTING VAN FONDS

Die Pensioenfonds wat deur die partye by die Raad gestig is met die doel om voorsiening te maak vir aftreetoelae, aftreetoekennings, sterftetoekennings of terugbetaling van bydraes aan of ten opsigte van lede, word hierby voortgesit.

4. HERROEPING VAN VORIGE REGULASIES

Hierdie Ooreenkoms word in die plek gestel van alle vorige regulasies wat die Fonds beheer het wat as herroep geag moet word en van geen krag of uitwerking is nie: Met dien verstande egter dat die publikasie van hierdie Ooreenkoms geen uitwerking moet hê op enigiets wat wettig gedoen of gely is ingevolge sodanige vorige regulasies nie.

5. ADMINISTRASIE

(1) Bydraes moet aan die Fonds betaal word ooreenkomstig die Ooreenkoms, gepubliseer by Goewermmentskennisgewing No. R. 2596 van 30 Desember 1977, soos van tyd tot tyd gewysig.

(2) Die Uitvoerende Komitee het die bevoegdheid om die reëlings wat hy dienstig ag, te tref in verband met die betaling van administrasiekoste uit die Fonds.

(3) Alle bystand wat hierkragtens betaalbaar is, moet deur die plaaslike agent van die Raad betaal word.

(4) Alle eise om bystand moet skriftelik deur die eiser by die plaaslike streeksekretaris/-organiseerder van die vakvereniging ingedien word of regstreeks by die vakvereniging se hoofkantoor waar die lid in die geval van die lede van die vakvereniging nie onder die jurisdiksie van 'n tak val nie, en by die plaaslike agent van die Raad in die geval van nie-lede van die vakvereniging. 'n Eiser moet al die inligting verskaf wat van hom vereis word.

(5) Die Beheerraad moet tot 'n beslissing geraak oor 'n eis en die eiser in kennis stel van sy beslissing.

(6) 'n Eiser wat nie met 'n beslissing van die Beheerraad tevrede is nie, kan hom teen sodanige beslissings op die Uitvoerende Komitee beroep deur die plaaslike streeksekretaris/-organiseerder of die algemene sekretaris/-organiseerder van die vakvereniging, na gelang van die geval, of, in die geval van nie-lede van die vakvereniging, die plaaslike agent of die Sekretaris van die Raad binne 'n tydperk van 'n maand na die Beheerraad se beslissing in kennis te stel van die

(a) For Grade I members, the pensionable wage means the urban rate prescribed in Table 1, Scale 1 of section 6 of the Main Agreement;

(b) for Grade II Higher members, the pensionable wage means the urban rate prescribed in Table 6 of section 6 of the Main Agreement;

(c) for Grade II Lower members, the pensionable wage means the highest urban rate prescribed in Table 10 of section 6 of the Main Agreement;

(d) for Grade III members, the pensionable wage means the urban rate prescribed in Table 10 of section 6 of the Main Agreement for members in their second six months of experience;

(e) for Grade IV members, the pensionable wage means the highest urban rate prescribed in section 47 (1) (a) of the Main Agreement for factory aids;

"Standing Committee" means the Standing Committee of the Council;

"trustees" means the members of the Standing Committee;

"union" means the South African Typographical Union;

"widow" means the widow of a deceased member: Provided that, in the case of a deceased member who was granted a retirement allowance or elected a deferred retirement allowance before he died, such widow was married to him before he was granted the retirement allowance or before he elected the deferred retirement allowance.

2. SCOPE OF APPLICATION AND PERIOD OF OPERATION

(1) The provisions of this Agreement be observed—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the union who are respectively engaged or employed in the Industry as defined;

(b) in the Republic of South Africa, excluding the port and settlement of Walvis Bay.

(2) 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 31 December 1989 or for such period as may be determined by him.

3. CONTINUATION OF FUND

The Pension Fund established by the parties to the Council for the purpose of providing retirement allowances, retiral grants, mortality grants or refund of contributions to or in respect of members, is hereby continued.

4. REPEAL OF PREVIOUS REGULATIONS

The provisions of this Agreement shall be in substitution for all previous regulations governing the Fund, which shall be deemed to be repealed and of no force and effect: Provided, however, that the publication of this Agreement shall not have any effect on anything lawfully done or suffered in terms of such previous regulations.

5. ADMINISTRATION

(1) Contributions shall be paid to the Fund in accordance with the provisions of the Agreement published under Government Notice No. R. 2596 of 30 December 1977, as amended from time to time.

(2) The Executive Committee shall have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

(3) All benefits payable in terms hereof shall be paid by the local agent of the Council.

(4) All claims for benefits shall be submitted in writing by the claimant to the local regional secretary/organiser of the union or direct to the headquarters of the union where the member does not fall under the jurisdiction of a branch in the case of union members and to the local agent of the Council in the case of non-union members. A claimant shall furnish all information required from him.

(5) The Governing Board shall arrive at a decision on a claim and advise the claimant of its decision.

(6) Any claimant who is dissatisfied with a decision by the Governing Board may appeal to the Executive Committee against such decision, by advising the local regional secretary/organiser of the union or the general secretary/organiser of the union, as the case may be, or in the case of non-union members, the local agent or the Secretary of the Council of the grounds upon which he bases his appeal, within a period of one month of the decision by the Governing Board. The

gronde waarop hy sy appél baseer. Die appellant moet van die beslissing van die Uitvoerende Komitee in kennis gestel word. Indien hy nog nie tevrede is nie kan hy binne 'n maand na die beslissing van die Uitvoerende Komitee hom andermaal op die Raad beroep deur middel van die hoofkantoor van die vakvereniging as hy lid van die vakvereniging is of regstreeks op die Raad as hy nie lid van die vakvereniging is nie, en dan het hy die reg om voor die Raad te verskyn ter ondersteuning van sy saak. Die beslissing van die Raad is finaal en bindend vir almal.

(7) Die lede en beamptes van die Raad, Uitvoerende en Vaste Komitees, Beheerraad en trustees is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie en moet, soos dit hierby geskied, deur die Fonds gevrywaar word teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hul pligte.

6. OUDITERING VAN REKENINGS, FINANSIËLE STATE EN BELEGGING VAN FONDSE

(1) Die rekenings van die Fonds moet deur geëksperteerde rekenmeesters twee maal per jaar geouditeer word en finansiële state moet opgestel word wat die volgende aantoon:

- (a) Alle geld ontvang —
 - (i) kragtens klousule 5 (1) hiervan;
 - (ii) uit ander bronne (as daar was); en
- (b) uitgawes aangegaan onder alle hoofde;

gedurende die betrokke tydperk, tesame met 'n balansstaat wat die bates en laste van die Fonds aan die einde van elke halfjaar toon. Ware kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeursverslag daaroor, moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die state, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na die einde van die tydperk wat daardeur gedek word, aan die Direkteur-generaal van Mannekrag gestuur word.

(2) Alle geld wat nie nodig is vir lopende betalings en uitgawes nie mag slegs op onderstaande wyse belê word:

- (a) In effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in Spaarbankrekenings of Sertifikate van die Poskantoor;
- (d) in spaarbankrekenings, permanente aandele of vaste deposito's in geregistreerde bougenootskappe of banke;
- (e) op enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

(3) Een persent van die bydraes, ontvang vir die Fonds en een persent van die beleggingsinkomste van die Fonds moet na die algemene fondse van die Raad oorgedra word.

7. LIDMAATSKAP

(1) Alle werknemers wat lede is van die vakvereniging, vir wie minimum loonskale in die Hoofdooreenkoms voorgeskryf word en vir wie bydraes ingevolge klousule 18 (3) van daardie Ooreenkoms aan die Fonds betaalbaar is, is lede van die Fonds. Met dien verstande dat persone wat op 31 Desember 1982 nie lede van die vakvereniging is nie, maar wat toegelaat is as lede van die Fonds ooreenkomstig die bepalings van toepassing op die Fonds op daardie datum lede van die Fonds bly.

(2) Uitgesonderd soos bepaal in subklousules (3), (4), (5) en (6) hiervan, beteken lidmaatskap, vir die doel om die bystand van die Fonds te bepaal, ononderbroke aktiewe of bydraende onaktiewe lidmaatskap van die vakvereniging, uitgesonderd enige ander tydperk van Graad III- of Graad IV-lidmaatskap voor 16 Maart 1981, behalwe Graad III-lidmaatskap van vakleerlinge vanaf 1 Julie 1959, of skorsing deur die vakvereniging of, in die geval van nie-lede van die vakvereniging, lidmaatskap van die Fonds.

(3) Wanneer 'n lid se lidmaatskapydperk bereken word, moet die Beheerraad enige tydperk wat die lid gedurende die oorlog van 1939-45 in die Weermag van Suid-Afrika of sy bondgenote gedien het, en ook alle verpligte voltydse militêre opleiding of diens kragtens die Verdedigingswet, daarby insluit. Met dien verstande dat die lid 'n lid van die Fonds was toe sy voltydse militêre diens begin het.

appellant shall be advised of the decision of the Executive Committee. Should he still be dissatisfied, he may lodge a further appeal to the Council through the headquarters of the union, in the case of union members, or direct to the Council in the case of non-union members, within one month of the decision by the Executive Committee, and shall have the right to appear before the Council in support of his appeal. The decision of the Council shall be final and binding on all persons.

(7) The members and officials of the Council, Executive and Standing Committees, Governing Board and trustees shall not be liable for the debts and liabilities of the Fund and shall be, 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.

6. AUDITING OF ACCOUNTS, FINANCIAL STATEMENTS AND INVESTMENT OF FUNDS

(1) The accounts of the Fund shall be audited by chartered accounts bi-annually and financial statements be prepared showing —

- (a) All moneys received —
 - (i) in terms of section 5 (1) hereof;
 - (ii) from other sources (if any); and
- (b) expenditure incurred under all headings;

during the relative period, together with a balance sheet showing the assets and liabilities of the Fund at the end of each half-year. True copies of the audited statements and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statements, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby be transmitted to the Director-General of Manpower.

(2) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in —

- (a) stock of the Government of the Republic of South Africa or local government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent shares of fixed deposits in registered building societies or bank;
- (e) in any other manner approved by the Industrial Registrar.

(3) One per cent of the contributions received for the Fund and one per cent of the investment income of the Fund shall be transferred to the general funds of the Council.

7. MEMBERSHIP

(1) All employees who are members of the union, for whom minimum wage rates are prescribed in the Main Agreement and for whom contributions are payable to the Fund in terms of section 18 (3) of that Agreement, shall be members of the Fund: Provided that persons as at 31 December 1982 who are not members of the union but were admitted to membership of the Fund in terms of the provisions applicable to the Fund at that date shall remain members of the Fund.

(2) Except as provided in subsections (3), (4) (5) and (6) hereof, membership shall, for the purpose of determining the benefits of the Fund, mean continuous active or contributory inactive membership of the union, excluding any period of Grade III or Grade IV membership prior to 16 March 1981, other than Grade III membership of apprentices from 1 July 1959, or suspension by the union or, in the case of non-members of the union, membership of the Fund.

(3) When calculating a member's period of membership, the Governing Board shall include any period of service by that member in the Armed Forces of South Africa, or its allies, during the 1939-1945 War, as well as all compulsory full-time military training or service in terms of the Defence Act: Provided that such member was a member of the Fund when his full-time military service began.

(4) In die geval van 'n ou lid wat 'n tyd lank 'n nie-bydraende onaktiewe lid was en wat weer 'n aktiewe lid geword het vir 'n tydperk van minstens 12 maande voor die aansoek om bystand, kan die Beheerraad ten opsigte van 'n aansoek om 'n toelae soos in klousule 10, 11 of 12 bedoel, na goeie dinge en na oorweging van die aanbeveling van die betrokke takkomitee van die vakvereniging, daardie lid se tydperk van lidmaatskap só vasstel dat dit die tydperke van lidmaatskap onmiddellik voor en na die tydperke van nie-bydraende onaktiewe lidmaatskap insluit. Met dien verstande dat die Beheerraad daarvan oortuig is dat die lid te goeder trou weer 'n aktiewe lid geword het om 'n bestaan in die Nywerheid te vind en daarna minstens 12 maande in sy bedryf of beroep werksaam was.

(5) In die geval van 'n lid wat terugkeer na 'n werk in die Nywerheid kragtens klousule 11 (4), bestaan lidmaatskap uit die tydperke van lidmaatskap onmiddellik voor en na die tydperk waartydens die lid 'n aftreetoelaag ontvang het.

(6) Iemand wat onmiddellik voordat hy 'n lid van hierdie Fonds geword het lid was van die Arbeidershulpfonds moet soos volg met teruggedateerde lidmaatskap gekrediteer word:

(a) Iemand wat op of na 1 Januarie 1975 regstreeks tot Graad I-, Graad II- of Graad III-lidmaatskap van die Fonds oorgaan, asook iemand wat op of na 1 Januarie 1984 tot Graad IV-lidmaatskap oorgaan:

Teruggedateerde lidmaatskap moet bereken word ooreenkomstig die grondslag deur die Aktuaris bepaal;

(b) iemand wat op of na 16 Maart 1981 maar voor 1 Januarie 1984 tot Graad IV-lidmaatskap van die Fonds oorgaan:

Teruggedateerde lidmaatskap moet dateer vanaf die datum waarop die lid by die Arbeidershulpfonds aangesluit het. Met dien verstande egter dat as iemand op 1 Januarie 1983 lid van die Arbeidershulpfonds was en op dié datum ouer as 60 was, teruggedateerde lidmaatskap bereken moet word ooreenkomstig die grondslag deur die Aktuaris bepaal.

(7) Waar 'n lid met teruggedateerde lidmaatskap gekrediteer word bereken ooreenkomstig die grondslag deur die Aktuaris bepaal, moet die bystand wat ten opsigte van sodanige teruggedateerde lidmaatskap deur die Fonds betaalbaar is aktuarieel minstens gelyk wees aan die bystand wat betaal sou gewees het ten opsigte van die lid se diens voor die datum waarop hy by die Fonds aangesluit het indien hy lid van die Arbeidershulpfonds gebly het.

8. ONAKTIEWE LIDMAATSKAP

(1) 'n Ou of 'n nuwe lid wat na onaktiewe lidmaatskap oorgaan en wat voortgaan om in die Nywerheid te werk, moet kies of sy onaktiewe lidmaatskap bydraend of nie-bydraend moet wees. 'n Lid wat versuim om binne een maand vanaf die datum van sy oorplasing te kies, word geag te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees.

(2) Die tydperk van bydraende onaktiewe lidmaatskap van 'n lid wat in subklousule (1) bedoel word en wat verkies dat sy onaktiewe lidmaatskap bydraend moet wees, word geag 'n tydperk van lidmaatskap te wees soos beskryf: Met dien verstande dat sowel die werkgever as die werknemer se bydrae tot die Fonds betaal word.

(3) 'n Lid wat versuim om te eniger tyd sowel die werkgever as die werknemer se bydrae tot die Fonds te betaal nadat hy verkies het dat sy onaktiewe lidmaatskap bydraend moet wees, moet vanaf die datum waarop daar versuim word om die bydraes te betaal, geag word te verkies dat sy onaktiewe lidmaatskap nie-bydraend moet wees, en subklousules (4), (5) en (6) is dan *mutatis mutandis* van toepassing. Met dien verstande egter dat die Uitvoerende Komitee na goeie dinge die aanname van die agterstallige bydraes kan magtig, en by betaling daarvan ooreenkomstig die Komitee se besluit is hierdie subklousule nie van toepassing ten opsigte van die nie-betaling van daardie bydraes nie.

(4) 'n Nuwe lid, in subklousule (1) bedoel, wat verkies het of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet, behoudens subklousule (6), geag word al sy belange in die Fonds te verbeur het. 'n Ou lid, in subklousule (1) bedoel, wat verkies of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet verder kies of hy sodanige belange in die Fonds wat hom mag toekom, wil behou of verbeur. 'n Lid wat—

(a) versuim om binne 'n maand vanaf die datum van sy oorplasing te kies; of

(4) In the case of an old member, who has had a period of non-contributory inactive membership and who transferred back to active membership for a period of not less than 12 months prior to the application for benefits, the Governing Board may in regard to an application for an allowance referred to in section 10, 11 or 12, in its discretion, after consideration of the recommendation of the branch committee of the union concerned, determine that member's period of membership as including the period of membership immediately before and after the period of non-contributory inactive membership: Provided that it is satisfied that the member transferred back to active membership in good faith in order to earn his living in the Industry and thereafter was employed at his trade or occupation for not less than 12 months.

(5) In the case of a member who returns to work in the Industry in terms of section 11 (4), membership shall comprise the periods of membership immediately before and after the period during which the member was in receipt of the retirement allowance.

(6) A person who was a member of the Labourers' Benefit Fund immediately prior to becoming a member of this Fund shall be credited with back membership as follows:

(a) A person who transfers directly to Grade I, Grade II or Grade III membership of the Fund on or after 1 January 1975 as well as a person who transfers to Grade IV membership on or after 1 January 1984:

Back membership shall be calculated in accordance with a basis determined by the Actuary;

(b) a person who transfers to Grade IV membership of the Fund on or after 16 March 1981 but prior to 1 January 1984:

Back membership shall date from the date on which the member joined the Labourers' Benefit Fund: Provided, however, that if the person was a member of the Labourers' Benefit Fund on 1 January 1983 and was over the age of 60 at that date, back membership shall be calculated in accordance with a basis determined by the Actuary.

(7) Where the member is credited with back membership calculated in accordance with a basis determined by the Actuary, the benefits payable by the Fund in respect of such back membership shall be actuarially equivalent to at least the benefits that would have been paid in respect of the member's service prior to the date on which he joined the Fund had he remained a member of the Labourers' Benefit Fund.

8. INACTIVE MEMBERSHIP

(1) An old or a new member who transfers to inactive membership and continues to work in the Industry, shall elect whether his inactive membership shall be contributory or non-contributory. Such member who fails to make his election within one month from the date of his transfer shall be deemed to have elected that his inactive membership shall be non-contributory.

(2) A member referred to in subsection (1) who elects that his inactive membership shall be contributory, shall have his period of contributory inactive membership regarded as membership as defined: Provided that both the employer's and the employee's contribution to the Fund is paid.

(3) A member who, having elected that his inactive membership shall be contributory, fails at any stage to pay both the employer's and the employee's contribution to the Fund shall, as from the date of failure to pay the contributions, be deemed to have elected that his inactive membership shall be non-contributory and the provisions of subsections (4), (5) and (6) shall apply *mutatis mutandis*: Provided, however, that the Executive Committee may, in its discretion, authorise the acceptance of the arrear contributions and on payment thereof in accordance with the decision by that Committee, the provisions of this subsection shall not apply in respect of the non-payment of those contributions.

(4) A new member, referred to in subsection (1), who has elected or is deemed to have elected that his inactive membership shall be non-contributory shall, subject to the provisions of subsection (6), be deemed to have forfeited all his interest in the Fund. An old member, referred to in subsection (1), who elects or is deemed to have elected that his inactive membership shall be non-contributory, shall further elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. A member who—

(a) fails to make his election within one month from the date of his transfer; or

(b) verkies om sy belange in die Fonds te behou maar wat versuim of nie toegelaat word om binne twee jaar vanaf die datum van sy oorpasing terug te gaan na volle lidmaatskap van die vakvereniging nie;

moet geag word te verkies het om sy belange te verbeur. Met dien verstande dat die posisie soos in (b) hierbo uiteengesit nie op 'n lid wat voor 31 Desember 1974 na onaktiewe lidmaatskap oorgegaan het van toepassing is voor die verstyk van twee jaar vanaf die datum nie.

(5) Klousule 7 (4) is van toepassing ten opsigte van 'n ou lid, in subklousule (4) bedoel, wat verkies het om sy belange in die Fonds te behou. Klousule 7 (4) is ook van toepassing op diegene wat op 31 Maart 1960 onaktiewe lede was maar nie op daardie datum in die Nywerheid werksaam was nie. Indien so 'n lid na die Nywerheid terugkeer, is al die bepalings van hierdie klousule *mutatis mutandis* op hom van toepassing met ingang van die datum van sy terugkeer.

(6) 'n Ou lid wat verkies het, of wat geag word te verkies het om sy belange in die Fonds te verbeur, of 'n nuwe lid wat verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet 'n onttrekkingsvoordeel ooreenkomstig die betrokke Aanhangsel toegestaan word. Waar die lid Graad IV-lidmaatskap, sowel as Graad I-, Graad II- of Graad III-lidmaatskap het, word die onttrekkingsvoordeel bereken ooreenkomstig Aanhangsel A.

Uitgesonderd soos bepaal in klousule 9, is daar hoegenaamd niks meer verskuldig of betaalbaar aan of ten opsigte van 'n lid aan wie so 'n onttrekkingsvoordeel toegestaan is nie. Indien iemand wat geregtig is om betaling kragtens hierdie subklousule te eis, versuim om sy eis in te stel binne 'n tydperk van ses maande vanaf die gebeurte wat hom op so 'n eis geregtig maak, moet die verskuldigde bedrag ten gunste van die Fonds verbeur word tensy die Beheerraad anders besluit. Iemand aan wie bystand uit die N.N.R. se Werknemersvoordeelfonds toegestaan is, is nie op betaling ingevolge hierdie subklousule geregtig nie.

(7) 'n Nuwe lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, word geag alle belange in die Fonds te verbeur het met ingang van die datum waarop hy die Nywerheid verlaat het. Subklousule (6) hiervan is egter *mutatis mutandis* ten opsigte van sodanige lid van toepassing.

(8) 'n Ou lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, moet kies of hy die belange in die Fonds wat hom mag toekom, wil behou of verbeur. So 'n lid wat versuim om te kies binne een maand vanaf die datum waarop hy onaktiewe lid word, word geag te verkies het om sy belange te verbeur. Klousule 7 is van toepassing ten opsigte van 'n lid wat in hierdie subklousule bedoel word en wat verkies het om sy belange in die Fonds te behou. Subklousule (6) hiervan is *mutatis mutandis* van toepassing ten opsigte van 'n lid wat in hierdie subklousule bedoel word wat verkies het of geag word te verkies het om sy belange in die Fonds te verbeur.

(9) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan die Beheerraad, na goeddunke, in verdienstelike gevalle, aan die afhanklike van 'n afgestorwe ou lid wat sy belange in die Fonds verbeur het of geag word dit te verbeur het, 'n bedrag betaal van hoogstens die bedrag wat ingevolge klousule 14 ten opsigte van 'n lid se lidmaatskap voor 30 Junie 1959 as 'n sterftetoekenning betaalbaar sou gewees het indien hy nie sy belange in die Fonds ingevolge hierdie Ooreenkoms of ingevolge die regulasies wat voorheen op die Fonds van toepassing was, verbeur het of geag word dit te verbeur het nie.

(10) 'n Lid wat nie lid van die vakvereniging is nie en wat die Nywerheid verlaat, behalwe met 'n aftreetoelae, of wat nie meer werk verrig waarvoor 'n minimum loon in die Hoof-ooreenkoms voorgeskryf word nie, moet geag word sy belange in die Fonds te verbeur het. Subklousule (6) is *mutatis mutandis* ten opsigte van so 'n lid van toepassing.

9. UITGESTELDE AFTREETOELAE

(1) 'n Lid in klousule 8 (6) bedoel wat op of na 1 Januarie 1981 na nie-bydraende onaktiewe lidmaatskap oorgaan, het ooreenkomstig die onttrekkingsvoordele soos in die betrokke Aanhangsel uiteengesit, die keuse van 'n uitgestelde aftreetoelae. Indien so 'n lid versuim om binne 'n maand vanaf die datum van sy oorgang sy keuse te maak, moet hy geag word te gekies het om die keuse van 'n uitgestelde aftreetoelae te verbeur.

(2) Die bedrag van die uitgestelde aftreetoelae moet bepaal word ooreenkomstig die onttrekkingsvoordele soos in die betrokke Aanhangsel uiteengesit. Waar die lid Graad IV-lidmaatskap, sowel as Graad I-, Graad II- of Graad III-lidmaatskap het, word die uitgestelde aftreetoelae bereken ooreenkomstig die toepaslike klousule in Aanhangsel A.

(b) elects to retain his interest in the Fund but fails or is not permitted to transfer back to full membership of the union within two years of the date of his transfer;

shall be deemed to have elected to forfeit his interest: Provided that the position set out under (b) above shall not apply to a member who transferred to inactive membership before 31 December 1974 until the expiry of two years from that date.

(5) The provisions of section 7 (4) shall apply in respect of an old member, referred to in subsection (4), who has elected to retain his interest in the Fund. Section 7 (4) shall also apply to persons who were inactive members on 31 March 1960 but were not employed in the Industry on that date. Should such a member return to the Industry, all the provisions of this section shall apply *mutatis mutandis* in respect of him with effect from the date of this return.

(6) An old member who has elected or is deemed to have elected to forfeit his interest in the Fund, or a new member who has elected that his inactive membership shall be non-contributory, shall be granted a withdrawal benefit in accordance with the appropriate Annexure. Where the member has Grade IV membership as well as a Grade I, Grade II or Grade III membership, the withdrawal benefit shall be determined in accordance with Annexure A.

Except as provided in section 9, nothing further whatsoever shall be due or payable to or in respect of a member who has been granted such withdrawal benefits. Should a person who is entitled to claim payment in terms of this subsection fail to submit his claim within a period of six months from the happening of the event entitling him to make the claim, the amount due shall, unless otherwise decided by the Governing Board, be forfeited for the benefit of the Fund. A person who has been granted benevolent benefits from the Employee Benefit Fund shall not be entitled to any payment in terms of this section.

(7) A new member who transfers to inactive membership and leaves the Industry shall be deemed to have forfeited all interest in the Fund with effect from the date on which he left the Industry. The provisions of subsection (6) hereof shall, however, apply *mutatis mutandis* in respect of such a member.

(8) An old member who transfers to inactive membership and leaves the Industry shall elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. Such a member who fails to make his election within one month from the date of his transfer shall be deemed to have elected to forfeit his interest. Section 7 shall apply in respect of a member referred to in this subsection who has elected to retain his interest in the Fund. The provisions of subsection (6) hereof shall apply *mutatis mutandis* in respect of a member referred to in this subsection who has elected or is deemed to have elected to forfeit his interest in the Fund.

(9) Notwithstanding anything to the contrary contained in this Agreement, the Governing Board may, in its discretion, pay, in deserving cases, to the dependant of a deceased old member who has forfeited or is deemed to have forfeited his interest in the Fund, an amount not exceeding the amount which would have been payable as a mortality grant in terms of section 14 in respect of the member's membership before 30 June 1959, should he not have forfeited or be deemed to have forfeited his interest in the Fund in terms of the provisions of this Agreement or of the regulations previously applicable to the Fund.

(10) A member who is not a member of the union and who leaves the Industry, other than on a retirement allowance, or is no longer employed on work for which a minimum wage is prescribed by the Main Agreement, shall be deemed to have forfeited his interest in the Fund. The provisions of subsection (6) shall apply *mutatis mutandis* in respect of such a member.

9. DEFERRED RETIREMENT ALLOWANCES

(1) A member referred to in section 8 (6), who transfers to non-contributory inactive membership on or after 1 January 1981, has the option, in accordance with the withdrawal benefits outlined in the appropriate Annexure, to elect a deferred retirement allowance. If such a member fails to make his election within one month from the date of his transfer, he shall be deemed to have elected to forfeit the option of a deferred retirement allowance.

(2) The amount of the deferred retirement allowance shall be determined in accordance with the withdrawal benefit outlined in the appropriate Annexure. Where the member has Grade IV membership as well as Grade I, Grade II or Grade III membership, the deferred retirement allowance shall be determined in accordance with the appropriate section of Annexure A.

(3) Betaling van die uitgestelde aftreetoelae moet geskied vanaf die datum waarop die lid die pensioenleeftyd bereik. 'n Kontantvoordeel in plaas van die volle uitgestelde aftreetoelae of 'n gedeelte van die uitgestelde aftreetoelae kan, onderworpe aan klousule 10 (3), gekies word. Die uitgestelde aftreetoelae, nadat enige kontantvoordeel wat hierkragtig betaal is in berekening gebring is, is lewenslank aan die lid betaalbaar, tensy sy uitgestelde aftreetoelae minstens 60 maande lank nie betaal is nie, en in dié geval moet dit vir die res van die tydperk van 60 maande aan sy afhanklikes of aan sy boedel betaal word.

(4) Indien 'n lid in subklousule (1) hiervan bedoel, wat 'n uitgestelde aftreetoelae verkies, te sterwe kom voordat hy die pensioenleeftyd bereik, word daar geag dat hy die pensioenleeftyd 'n dag voor sy dood bereik het en dat hy ingevolge subklousule (3) hiervan gekies het om die volle uitgestelde aftreetoelae te ontvang.

(5) Indien iemand wat daarop geregtig is om bystand ingevolge hierdie klousule te eis, versuim om sy eis in te dien binne 'n tydperk van drie jaar vanaf die gebeure wat hom op die eis geregtig gemaak het, verbeur hy die verskuldigde bystand ten gunste van die Fonds, tensy die Beheerraad anders besluit.

10. AFTREETOELAES

(1) 'n Aftreetoelae moet aan 'n lid toegestaan word ooreenkomstig die betrokke Aanhangsel. Waar 'n lid sowel Graad IV- as Graad I-, Graad II- of Graad III-lidmaatskap besit, moet sy aftreetoelae bepaal word ooreenkomstig die betrokke klousule van Aanhangsel A.

(2) 'n Lid wat daarop geregtig is om 'n aftreetoelae ingevolge hierdie klousule te ontvang of aan wie so 'n toelae betaal word, moet toegelaat word om werk in die Nywerheid te verrig wat gewoonlik deur 'n lid van die vakvereniging verrig word: Met dien verstande dat—

(i) die skriftelike toestemming van die betrokke Gesamentlike Raad daartoe verkry word;

(ii) die betrokke persoon as 'n aktiewe lid beskou moet word, ten opsigte van wie bydraes aan die Fonds betaalbaar is, ingevolge klousule 18 (3) van die Hoofdooreenkoms;

(iii) as 'n lid nog nie 'n aftreetoelae betaal word nie, hy, behoudens voorbehoudsbepaling (iv) hiervan, moet kies of—

(aa) om betaling van die aftreetoelae waarop hy geregtig is gedurende die tydperk van ná-aftreediens te ontvang: (As hy uiteindelik ophou werk moet sy eie bydraes tot die Fonds gedurende dié tydperk aan hom terugbetaal word, tesame met rente teen 5 persent per jaar vir elke voltooidde jaar ná-aftreediens); of

(ab) om afstand te doen van betaling van die aftreetoelae waarop hy geregtig is gedurende die tydperk van ná-aftreediens. Wanneer die lid uiteindelik ophou werk, moet 'n gewysigde aftreetoelae, gebaseer op lidmaatskap wat die periode van ná-aftreediens insluit, bereken word ooreenkomstig subklousule (1) hiervan. Die aftreetoelae-ekwivalent of -ekwivalente, soos deur die Aktuaris bepaal, van enige kontantvoordeel of -voordele wat voorheen aan die lid ingevolge subklousule (3) hiervan betaal is, moet hiervan afgetrek word;

(iv) as 'n lid nog nie 65 jaar oud is nie, die Beheerraad na goeddunke kan vereis dat die lid afstand doen van betaling van die aftreetoelae gedurende die tydperk van ná-aftreediens, en in dié geval sal hy die bystand ontvang soos in (iii) (ab) hiervan uiteengesit;

(v) as 'n lid wat nie 'n aftreetoelae ontvang nie te sterwe kom nadat hy die pensioenleeftyd bereik, maar geag moet word dat 'n aftreetoelae op die dag voor sy dood aan hom toegestaan is en dat hy die maksimum kontantvoordeel kragtens subklousule (3) hiervan gekies het, tensy die Beheerraad anders besluit;

(vi) die Raad te eniger tyd die Gesamentlike Raad se toestemming kan intrek, en in dié geval moet (iii) hiervan geld; en

(vii) tensy die Beheerraad anders besluit, daar geen verdere betalings hoegenaamd aan of ten opsigte van 'n lid gemaak moet word indien daar nie aan die bepalinge van (i) en (ii) hiervan voldoen is nie.

(3) Payment of the deferred retirement allowance shall commence from the date on which the member attains his pensionable age. A cash benefit in lieu of the full deferred retirement allowance or portion of the deferred retirement allowance may, subject to the provisions outlined in section 10 (3), be elected. The deferred retirement allowance, after taking account of any cash benefit paid in terms hereof, shall be payable to the member for his lifetime, unless his deferred retirement allowance has not been paid for at least 60 months, in which case it shall continue to be paid to his dependants or his estate for the balance of such 60-month period.

(4) Should a member, referred to in subsection (1) hereof, who elects the option of a deferred retirement allowance, die before the date on which he attains his pensionable age, he shall be deemed to have attained the pensionable age on the date before he died and to have elected, in terms of subsection (3) hereof, to be paid the full deferred retirement allowance.

(5) Should a person who is entitled to claim a benefit in terms of this section fail to submit his claim within a period of three years from the happening of the event entitling him to make the claim, the benefit due shall, unless otherwise decided by the Governing Board, be forfeited for the benefit of the Fund.

10. RETIREMENT ALLOWANCES

(1) A retirement allowance shall be granted to a member in accordance with the appropriate Annexure. Where the member has Grade IV membership as well as Grade I, Grade II or Grade III membership, the retirement allowance shall be determined in accordance with the appropriate section of Annexure A.

(2) A member who is entitled to receive, or is being paid, a retirement allowance in terms of this section shall be permitted to perform work in the Industry which is normally done by a member of the union: Provided that—

(i) the written permission of the Joint Board concerned is obtained;

(ii) the person concerned shall be regarded as an active member in respect of whom contributions are payable to the Fund in terms of section 18 (3) of the Main Agreement;

(iii) if the members is not yet in receipt of a retirement allowance he shall, subject to the provisions of proviso (iv) hereof, elect either—

(aa) to receive payment of the retirement allowance to which he is entitled during the period of post-retirement employment. (When he ultimately ceases employment, his own contributions made to the Fund during such period shall be refunded to him, together with interest at the rate of 5 per cent per annum for each completed year of post-retirement employment; or

(ab) to forgo payment of the retirement allowance to which he is entitled during the period of post-retirement employment. When the member ultimately ceases employment a revised retirement allowance, based on membership that includes the period of post-retirement employment, shall be determined in accordance with subsection (1) hereof. From this shall be deducted the retirement allowance equivalent or equivalents, as determined by the Actuary, of any cash benefit or benefits that were previously paid to the member in terms of subsection (3) hereof;

(iv) if the member has not yet attained the age of 65, the Governing Board may, in its discretion, require that the member forgo payment of the retirement allowance during the period of post-retirement employment. In this event the member receives the benefits as set out in (iii) (ab) hereof;

(v) if a member who is not in receipt of a retirement allowance dies, after he has attained the pensionable age, he shall be deemed to have been granted a retirement allowance and to have elected the maximum cash benefit in terms of subsection (3) hereof on the day before his death, unless the Governing Board decides otherwise;

(vi) the permission of the Joint Board may, at any time, be withdrawn by the Council, in which case the provisions of (iii) hereof will apply; and

(vii) unless otherwise decided by the Governing Board, no further payments whatsoever shall be made to, or in respect of, a member where the provisions of (i) and (ii) hereof have not been complied with.

(3) 'n Lid aan wie 'n aftreetoelae ingevolge hierdie klousule of ingevolge klousule 9 toegestaan is en wat op of na 1 Julie 1987 aftree, kan, behoudens pragrawe (a) en (b) hieronder, 'n kontantvoordeel in plaas van die volle aftreetoelae of 'n gedeelte van die aftreetoelae wat toegestaan is, betaal word. Die kontantvoordeel betaalbaar moet deur die Aktuaris vasgestel word:

(a) Indien die aftreetoelae wat aan 'n lid betaalbaar is minder is as R4,80 per week, moet 'n kontantvoordeel in plaas van die volle aftreetoelae aan die lid betaal word. Geen verdere betalings, behalwe soos ingevolge subklousule (2) (iii) (aa) en (2) (ii) (ab) hiervan bepaal, moet aan of ten opsigte van sodanige lid gemaak word nie.

(b) Indien die aftreetoelae wat betaalbaar is aan 'n lid gelykstaande is met of groter is as R4,80 per week en 'n kontantvoordeel nie voorheen ingevolge hierdie paragraaf aan hom betaal is nie, kan die lid kies om 'n kontantvoordeel in plaas van die maksimum een derde van die aftreetoelae te ontvang.

(4) Die aftreetoelae betaalbaar aan 'n lid nadat die voordeel wat ingevolge subklousule (3) hiervan betaal is in berekening gebring is, is lewenslank aan hom betaalbaar: Met dien verstande dat indien die aftreetoelae vir 'n nuwe pensioenaris nie vir minstens 60 maande betaal is nie, dit vir die res van sodanige tydperk van 60 maande steeds aan sy afhanklikes of sy boedel betaal moet word.

11. ONGESKIKTHEIDSGEVALLE

(1) 'n Aftreetoelae moet toegestaan word aan 'n lid wat lidmaatskap van minstens 10 jaar voltooi het en wat tot tevredenheid van die Beheerraad bewys het dat hy as gevolg van swak gesondheid nie in staat is om langer in die Nywerheid te werk nie.

(2) Die toelae wat in sodanige gevalle betaalbaar is, is soos in klousule 10 (1) uiteengesit, deur die lid se tydperk van lidmaatskap soos op sy werklike datum van aftrede te gebruik: Met dien verstande egter dat die Beheerraad die verdienvermoë van die ongeskikte lid in 'n beroep van watter aard ook al behoorlik in ag moet neem by die vaststelling van die toelae wat in elke besondere geval betaalbaar is.

(3) Die Beheerraad moet van tyd tot tyd alle gevalle waar toelaes ingevolge hierdie of 'n ooreenstemmende bepaling toegestaan is, heroorweeg en dié toelaes na goedgekeurde aanpas ooreenkomstig die beginsels in subklousule (2) gemeld.

(4) 'n Lid aan wie 'n aftreetoelae ingevolge hierdie klousule betaal word en wat sodanig herstel het dat hy weer in die Nywerheid in diens geneem kan word, kan, onderworpe aan die goedkeuring van die Beheerraad, weer in die Nywerheid in diens geneem word. In sulke gevalle word die betaling van die aftreetoelae gestaak. Lidmaatskap, vir die doel van die bepalinge van toekomstige voordele, sal wees soos vervat in klousule 7 (5).

(5) Behoudens subklousules (3) en (4) hiervan, is klousule 10 (4) van toepassing op lede aan wie 'n aftreetoelae ingevolge hierdie klousule toegestaan is.

12. TOELAES VIR AFHANKLIKES

(1) Indien 'n aktiewe lid of 'n bydraende onaktiewe lid te sterwe kom voordat hy die pensioenleefyd bereik het of voordat 'n aftreetoelae ingevolge klousule 10 of 11 aan hom toegestaan is, naamlik die vroegste van die twee gebeure, kan daar na goedgekeurde van die Beheerraad 'n toelae aan die afgestorwe lid se weduwee en, waar van toepassing, aan die afgestorwe lid se afhanklike kind of kinders betaal word ooreenkomstig die betrokke Aanhangsel. Waar die lid sowel Graad IV- as Graad I-, Graad II- of Graad III-lidmaatskap besit, moet die toelaes vir die afhanklikes bepaal word ooreenkomstig die betrokke klousule van Aanhangsel A.

(2) Aan die weduwee en, waar van toepassing, die afhanklike kind of kinders van 'n lid wat na 16 Maart 1981 te sterwe kom nadat hy die pensioenleefyd bereik het, of geag word te bereik het, of nadat daar aan hom 'n aftreetoelae toegestaan is ingevolge klousule 9, 10 of 11, naamlik die vroegste van die twee gebeure, kan daar na goedgekeurde van die Beheerraad 'n toelae betaal word ooreenkomstig die betrokke Aanhangsel. Waar die lid sowel Graad IV- as Graad I-, Graad II- of Graad III-lidmaatskap besit, moet die toelaes vir die afhanklikes bepaal word ooreenkomstig die betrokke klousule van Aanhangsel A.

13. VERHOGING IN TOELAES

Die Trustees moet jaarliks, in ooreenstemming met die Aktuaris, bepaal met hoeveel die bedrag van die toelae ten opsigte van 'n lid, pensioenaris, uitgestelde pensioenaris of afhanklikes van 'n afgestorwe lid of pensioenaris verhoog word om te vergoed vir enige moontlike waardevermindering van die toelae.

(3) A member who has been granted a retirement allowance in terms of this section or in terms of section 9 and who retires on or after 1 July 1987, may be paid, subject to the provisions outlined in paragraphs (a) and (b) below, a cash benefit in lieu of the full retirement allowance or portion of the retirement allowance that has been granted. The cash benefit payable shall be determined by the Actuary.

(a) If the retirement allowance payable to the member is less than R4,80 per week, the member shall be paid a cash benefit in lieu of the full retirement allowance. No further payments, except as provided in terms of provisos (iii) (aa) and (iii) (ab) of subsection (2) hereof shall be made to or in respect of such member.

(b) If the retirement allowance payable to the member is equal to or greater than R4,80 per week and the member has not previously been paid a cash benefit in terms of this paragraph, the member may elect to receive a cash benefit in lieu of a maximum of one third of the retirement allowance.

(4) The retirement allowance payable to a member, after taking account of the benefits paid in terms of subsection (3) hereof, shall be payable for his lifetime: Provided that if the retirement allowance for a new pensioner has not been paid for at least 60 months it shall continue to be paid to his dependants or his estate for the balance of such 60-month period.

11. INCAPACITY CASES

(1) A retirement allowance shall be granted to a member who has completed not less than 10 years' membership and has proved to the satisfaction of the Governing Board that, because of ill-health, he is unable to continue working in the Industry.

(2) The allowance payable in such cases shall be as set out in section 10 (1), using the member's period of membership as at the date of his actual retirement: Provided, however, that in determining the allowance payable in each particular case, the Governing Board shall have due regard to the earning capacity of the incapacitated member at any occupation whatsoever.

(3) The Governing Board shall, from time to time, review all cases where allowances have been granted in terms of this or any corresponding provision and, in its discretion, shall adjust such allowances in accordance with the principles set out in subsection (2).

(4) A member who is being paid a retirement allowance in terms of this section and who has recovered to the extent that he is capable of performing work in the Industry, may, subject to the approval of the Governing Board, return to work in the Industry. In such cases, payment of the retirement allowance will cease. Membership, for the purpose of determining future benefits, will be as set out in section 7 (5).

(5) Except as provided in subsections (3) and (4) hereof, the provisions of section 10 (4) shall apply to members who are granted retirement allowances in terms of this section.

12. ALLOWANCES FOR DEPENDANTS

(1) Should an active member or a contributory inactive member die before having attained the pensionable age or before having been granted a retirement allowance in terms of section 10 or 11, whichever is the earlier, the deceased member's widow and, where applicable, the deceased member's dependent child or children may, in the discretion of the Governing Board, be paid an allowance in accordance with the appropriate Annexure. Where the member has Grade IV membership as well as Grade I, Grade II or Grade III membership, the allowances for dependants shall be determined in accordance with the appropriate section of Annexure A.

(2) The widow and, where applicable, the dependent child or children of a member who dies after 16 March 1981 and after he has attained, or is deemed to have attained the pensionable age or after he has been granted a retirement allowance in terms of section 9, 10 or 11, whichever is the earlier, may, in the discretion of the Governing Board, be paid an allowance in accordance with the appropriate Annexure. Where the member has Grade IV membership as well as Grade I, Grade II or Grade III membership, the allowances for dependants shall be determined in accordance with the appropriate section of Annexure A.

13. INCREASE IN ALLOWANCES

The Trustees in consultation with the Actuary shall determine annually the extent by which the amount of allowance in respect of any member, pensioner, deferred pensioner or dependants of a deceased member or pensioner be increased, to offset the possible effect of depreciation in the value of the allowance.

14. STERFTETOEKENINGS

(1) 'n Sterftetoeëkennung moet aan die afhanklike of, indien daar geen afhanklike is nie, aan die benoemde van 'n afgestorwe lid by sy afsterwe betaal word. Die sterftetoeëkennung wat betaalbaar is, moet ooreenkomstig die betrokke Aanhangsel wees.

(2) Hierdie klousule is in die geval van lede van die vakvereniging van toepassing slegs ten opsigte van lede wat op die datum van afsterwe aktiewe lede was, bydraende onaktiewe lede, onaktiewe lede wat 'n aftreëtoelae ontvang het, uitgesonderd onaktiewe lede wat 'n aftreëtoelae ontvang het wat kragtens klousule 9 toegestaan is, of nie-bydraende onaktiewe ou lede wat nie hul belange in die Fonds ingevolge hierdie Ooreenkoms of ingevolge die regulasies wat voorgeen op die Fonds van toepassing was, verbeur het nie. Vir die toepassing van subklousule (1) hiervan, is die lidmaatskapydperk van 'n afgestorwe nie-bydraende onaktiewe ou lid die tydperk van lidmaatskap wat hy uitgedien het onmiddellik voordat hy laas 'n onaktiewe lid geword het.

(3) Die sterftetoeëkennung betaalbaar ingevolge subklousule (1) kan in 'n ronde som betaal word, of in paaiemente gedurende die tydperk wat die Beheerraad bepaal.

(4) Elke lid is daarop geregtig om die persoon te benoem aan wie die sterftetoeëkennung by sy afsterwe betaal moet word ingeval hy nie 'n afhanklike nalaat nie. Alle sodanige benoemings moet op skrif gestel en ingedien word by die plaaslike Streeksekretaris-/organiseerder van die vakvereniging of by die hoofkantoor van die vakvereniging ingeval 'n lid nie onder die regsbevoegdheid van 'n tak val nie of by die plaaslike agent van die Raad in die geval wat nie lede van die vakvereniging is nie. 'n Benoeming wat vir die doel van die Sterftetrustfonds van die vakvereniging deur 'n lid gedoen is of 'n benoeming ingevolge vorige regulasies betreffende die Fonds, moet geag word 'n benoeming te wees wat ingevolge hierdie subklousule gedoen is: Met dien verstande egter dat 'n lid een persoon kan benoem om die bedrag wat verskuldig is uit die Sterftetrustfonds van die vakvereniging te ontvang en iemand anders om die bedrag wat ingevolge hierdie klousule verskuldig is, te ontvang.

(5) Indien daar geen afhanklike is nie en indien geen benoeming ingevolge subklousule (4) gedoen is nie, kan die toeëkennung na goeddunke van die Beheerraad betaal word aan enigiemand wat na die mening van daardie Raad redelike grond vir sy aanspraak daarop aanvoer.

(6) Ingeval daar meer as een eiser is, kan die toeëkennung na goeddunke van die Raad onder die verskillende eisers verdeel word.

(7) Indien 'n nie-bydraende onaktiewe ou lid se lidmaatskap gedeeltelik uit Graad I- en gedeeltelik uit Graad II-lidmaatskap bestaan het, moet die toeëkennung wat ten opsigte van hom betaalbaar is, op 'n *pro rata*-grondslag bereken word volgens die getal jare in elke graad gedien.

(8) Die toeëkennung wat ingevolge hierdie klousule betaalbaar is, moet in paaiemente of in 'n ronde som betaal word en op sodanige tyd of tye as wat die Beheerraad bepaal.

(9) Indien die Beheerraad na behoorlike navraag binne ses maande na die datum van afsterwe van 'n lid, nie kan vasstel waar die benoemde hom bevind nie, moet daardie lid geag word nie 'n benoeming te maak het nie en is subklousule (5) hiervan van toepassing.

(10) Indien die weduwee of ander afhanklikes nie die toeëkennung binne 'n tydperk van nege maande vanaf die datum van afsterwe van die lid se eis nie, is daar, tensy die Beheerraad anders besluit, geen toeëkennung ingevolge hierdie klousule betaalbaar nie in gevalle waar die afgestorwe lid nie 'n benoeming ingevolge subklousule (4) gemaak het of geag word dit te gemaak het nie.

15. VERBEURING VAN BYSTAND

(1) Iemand wat uit die Fonds bedank of uitgesit word, moet geag word al sy belange in die Fonds te verbeur het: Met dien verstande egter dat klousule 8 (6) *mutatis mutandis* op hom van toepassing is: Voorts met dien verstande dat, tensy ander reëlings met die plaaslike tak van die vakvereniging getref is, onttrekkingsvoordele by bedanking uit die vakvereniging betaal sal word slegs indien die lid die voorgeskrewe bedankingsvorm by die plaaslike takkantoor van die vakvereniging ingevul het.

14. MORTALITY GRANTS

(1) A mortality grant shall be paid to the dependant or, if there be no dependant, the nominee of a deceased member on his death. The mortality grant payable shall be in accordance with the appropriate Annexure.

(2) The provisions of this section shall in the case of union members apply only in respect of members who, at the date of their death, were active members, contributory inactive members, inactive members in receipt of a retirement allowance, other than inactive members in receipt of a retirement allowance granted in terms of section 9, or non-contributory inactive old members who have not forfeited their interest in the Fund in terms of this Agreement or of the regulations previously applicable to the Fund. For the purposes of subsection (1) hereof, the period of membership of a deceased non-contributory inactive old member shall be the period of membership served by him immediately before he last transferred to inactive membership.

(3) The mortality grant payable in terms of subsection (1) may be paid in a lump sum or in instalments over such period as the Governing Board may determine.

(4) Each member shall be entitled to nominate the person to whom the mortality grant shall be paid on his death in the event of his leaving no dependant. All such nominations shall be in writing and shall be lodged with the local Regional Secretary/Organiser of the union or the headquarters of the union where the member does not fall under the jurisdiction of a branch or with the local agent of the local agent of the Council in the case of members who are not members of the union. A nomination made by a member for the purposes of the Mortality Trust Fund of the union, or a nomination made in terms of previous regulations relating to the Fund, shall be deemed to be a nomination made in terms of this subsection: Provided, however, that a member may nominate one person to receive the amount due from the Mortality Trust Fund of the union and another to receive that due in terms of this section.

(5) Should there be no dependant and should no nomination in terms of subsection (4) have been made, the grant may, in the discretion of the Governing Board, be paid to any person who, in the opinion of that Board, establishes reasonable claim to it.

(6) In the event of there being more than one claimant, the grant may, in the discretion of the Governing Board, be apportioned amongst the various claimants.

(7) Should a non-contributory inactive old member have served his membership partly as a Grade I and partly as a Grade II member, the grant payable in respect of him shall be calculated *pro rata* according to the number of years served in each grade.

(8) The grant payable in terms of this section shall be paid in instalments or in a lump sum, and at such time or times as the Governing Board may determine.

(9) Should the Governing Board, after due enquiry, be unable to ascertain the whereabouts of the nominee of a deceased member within six months of the date of his death, that member shall be deemed not to have made a nomination and the provisions of subsection (5) hereof shall apply.

(10) Unless otherwise decided by the Governing Board, no grant shall be payable in terms of this section in cases where the deceased member has not made, or is deemed to have made, a nomination in terms of subsection (4), if no claim from the widow or other dependant for the grant is received within a period of nine months from the date of the death of the member.

15. FORFEITURE OF BENEFITS

(1) A person who resigns or is expelled from the union shall be deemed to have forfeited all his interest in the Fund: Provided, however, that the provisions of section 8 (6) shall apply *mutatis mutandis* in respect of him: Provided further that in the absence of other arrangements having been made with the local branch of the union, withdrawal benefits on resignation from the union shall only be payable if the member completes the prescribed resignation form at the local branch office of the union.

(2) Bystand verskuldig of betaalbaar uit die Fonds aan enigiemand mag deur niemand anders as daardie persoon gebruik of geëis word nie en is uitsluitlik vir hom persoonlik bedoel en mag nie gesedeer, oorgedra, oorgemaak, verpand of verhipotekeer of op enige ander wyse deur hom vervreem word nie en 'n krediteur mag nie daarop beslag lê nie en die eiendomsreg daarop mag op niemand anders in watter hoedanigheid ook al oorgaan nie. Dié bystand moet absoluut vasgestel en totaal ten gunste van die Fonds verbeur word wanneer enigeen van die volgende gebeurtenisse plaasvind:

(a) As die betrokke persoon —

(i) finaal insolvent verklaar word of as hy sy boedel op enige wyse ten gunste van sy krediteure oorgee of oordra;

(ii) voorgee om 'n gedeelte van of al die bystand wat aan hom toeval of aan hom betaalbaar is, te sedeer, oor te dra, oor te maak, te verpand, te verhipotekeer of op enige wyse te vervreem;

(b) indien 'n krediteur van die betrokke persoon voorgee om kragtens 'n lasbrief vir eksekusie beslag te lê op al die bystand of 'n gedeelte daarvan wat aan hom uit die Fonds toeval of aan hom daaruit betaalbaar is, of om dit te verkoop, of beslag daarop laat lê of dit laat verkoop.

Ingeval enigiemand sy bystand verbeur soos hierbo genoem, kan die Beheerraad na goeddunke van tyd tot tyd die volgende bedrae uit die Fonds betaal (of sonder kennisgewing ophou om dit te betaal):

(i) Aan so 'n persoon, die bedrag of bedrae wat die Beheerraad nodig ag vir sy onderhoud; en/of

(ii) aan die afhanklikes van so 'n persoon, die bedrag of bedrae wat die Beheerraad nodig ag vir die onderhoud van dié afhanklikes:

Met dien verstande dat die totale betalings aan so 'n persoon (en/of afhanklikes) te eniger tyd hoogstens die bedrag mag wees wat op daardie tydstep betaalbaar sou gewees het indien die bystand nie, soos hierbo gemeld, vasgestel en verbeur is nie. Daarbenewens moet alle bystand wat aan enigiemand verskuldig of betaalbaar is maar nog nie betaal is nie, onmiddellik na die afsterwe van daardie persoon absoluut vasgestel en geheel en al ten gunste van die Fonds verbeur word: Met dien verstande egter dat 'n bedrag van hoogstens die bystand wat aldus verbeur is, na goeddunke van die Beheerraad aan die weduwee of ander afhanklike van die afgestorwe lid betaal kan word.

16. SKULDVERGELYKING

(1) Ondanks andersluidende bepalings hierin kan die bystand wat aan of ten opsigte van iemand betaalbaar is, na goeddunke van die Beheerraad verreken word teen die bedrag wat so iemand of sy boedel skuld aan —

(a) die Mediese Hulpfonds of 'n ander Fonds van die Raad; of

(b) sy werkgewer ingevolge klousule 17 (6) (a) van die Hoofoorenskoms.

(2) Die bedrag wat aldus verreken is, moet na die Fonds of die betrokke werkgewer oorgedra word.

17. VERSTRYKING VAN OOREENKOMS

(1) Indien hierdie Ooreenskoms deur verloop van tyd of om 'n ander rede verstryk en 'n daaropvolgende ooreenskoms vir die voortsetting van die Fonds nie binne 'n tydperk van twee jaar vanaf die datum van dié verstryking gesluit word nie, of ingeval die Fonds deur die Raad binne dié tydperk oorgedra word na 'n ander fonds wat ingestel is tot voordeel van die werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds nie, moet die Fonds gelikwdeer word. Gedurende genoemde tydperk van twee jaar of totdat dit voortgesit word by 'n ander ooreenskoms of oorgeplaas word na 'n ander fonds hierbo bedoel, moet die Fonds deur die Trusteë geadmistreer word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer daarna of gedurende 'n tydperk waarin hierdie Ooreenskoms kragtens artikel 34 (2) van die Wet op Arbeidsverhoudinge, 1956, bindend is, moet die Fonds geadmistreer word deur die Trusteë saamgestel soos bepaal in klousule (1) totdat die Ooreenskoms verstryk, waarna die Fonds gelikwdeer moet word.

(2) Benefits due or payable to any person from the Fund shall not be capable of being exercised or claimed in any way by anybody other than that person and shall be purely personal to him and shall not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him, or of being attached for any creditor, or of vesting in any other person whomsoever in any capacity. Such benefits shall be determined absolutely and be wholly forfeited for the benefit of the Fund on the happening of any of the following events:

(a) If the person concerned —

(i) is finally declared insolvent or surrenders his estate or assigns his estate in any way for the benefit of his creditors;

(ii) supports to cede, assign, transfer, pledge, hypothecate or in any way alienate all or any of the benefits accruing or payable to him;

(b) if a creditor of the person concerned purports to attach or to sell under any writ of execution or causes to be so attached or so sold all or any benefits accruing or payable from the Fund.

In the event of any person forfeiting his benefits as aforesaid, the Governing Board may, in its discretion, from time to time pay out the Fund (or without notice cease to pay) —

(i) to such person such amount or amounts as it may consider necessary for the support of such person; and/or

(ii) to the dependants of such person such amount or amounts as it may consider necessary for the support of such dependants:

Provided that the total payments to any such person (and/or dependants) shall not exceed at any time the amount which would have been payable at that time if the benefits had not been determined and forfeited as aforesaid. Further, any benefits due or payable to any person, but not yet paid, shall be determined absolutely and be wholly forfeited for the benefit of the Fund immediately on the death of that person: Provided, however, that, in the discretion of the Governing Board, an amount not exceeding the benefits so forfeited may be paid to the widow or other dependants of the deceased member.

16. SET-OFF

(1) Notwithstanding anything to the contrary contained herein, any benefits payable to or in respect of a person may, in the discretion of the Governing Board, be set off against any amount owing by that person or his estate to —

(a) the Medical Aid Fund or any other Fund of the Council; or

(b) his employer in terms of section 17 (6) (a) of the Main Agreement.

(2) Any amount so set off shall be transferred to the Fund or employer concerned.

17. EXPIRY OF AGREEMENT

(1) Should this Agreement expire through effluxion of time or any other reason and a subsequent agreement for the continuation of the Fund not be negotiated within a period of two years from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the benefit of employees in the Industry of the same class as the members of the Fund, the Fund shall be liquidated. The Fund shall during the said period of two years or until such time as it is continued by any other agreement or transferred to any other fund referred to above, be administered by the Trustees.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function after or during any period while this Agreement is binding in terms of section 34 (2) of the Labour Relations Act, 1956, the Fund shall be administered by the Trustees, constituted as provided for in section I, until the Agreement expires, whereafter the Fund shall be liquidated.

(3) 'n Vakature wat in die Raad van Trusteers ontstaan, moet gevul word deur die party wat ooreenkomstig die konstitusie die Trustee benoem het wie se plek gevul moet word. Ingeval 'n party om watter rede ook al versuim om 'n Trustee of Trusteers te benoem, kan die Nywerheidsregistrator 'n Trustee of Trusteers uit werkgewers en werknemers in die Nywerheid kies ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die Raad van Trusteers te verseker. Die Trustee moet die bevoegdhede van die Raad en die Uitvoerende en Vaste Komitees besit: Met dien verstande egter dat daar met alle geld en sekuriteite van die Fonds gehandel en dit bestee moet word slegs vir die doeleindes van die Fonds en ooreenkomstig hierdie Ooreenkoms. Ingeval die Trusteers nie in staat is nie of onwillig is om hul pligte na te kom of 'n dooie punt in die Raad ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, kan hy 'n persoon of persone aanstel om die pligte van die Trusteers uit te voer en dié persoon of persone moet dan al die bevoegdhede van die Trusteers vir dié doel besit.

18. LIKWIDASIE VAN DIE FONDS

(1) By likwidasië van die Fonds kragtens klousule 17 moet die likwidateur die bates van die Fonds te gelde maak en jaargeldpolisse, betaalbaar ooreenkomstig klousule 10 (4) van 'n geregistreerde lewensversekeringsmaatskappy koop vir alle persone wat aftreetoelae ontvang wat gemagtig word ingevolge klousule 9, 10, 11 of 12 van hierdie Ooreenkoms. Enige oorblywende saldo, nadat die likwidasië-koste betaal is, moet, indien die Nywerheidsregistrator dit gelas, oorgedra word na 'n ander fonds wat ingestel is vir die voordeel van werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds, of, by gebrek aan so 'n lasgewing, moet dit op 'n regverdige grondslag verdeel word, soos deur 'n aktuaris aanbeveel, onder die lede wat op die datum van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan lede van die Fonds was.

(2) Behoudens die lasgewing van die Nywerheidsregistrator, kan die likwidateur die bedrag wat aan 'n lid ingevolge subklousule (1) verskuldig is, gebruik om van 'n geregistreerde lewensversekeringsmaatskappy 'n jaargeldpolis vir daardie lid te koop wat vanaf die pensioenleefyd betaalbaar is, of kan hy die verskuldigde bedrag regstreeks aan die lid betaal.

(3) Die Fonds moet gelikwideer word deur die Trusteers of die persoon of persone in klousule 17 bedoel, na gelang van die geval.

AANHANGSEL A

VAN TOEPASSING TEN OPSIGTE VAN GRAAD I-, GRAAD II- EN GRAAD III-LEDE

1. *Aftreetoelae*.—(1) 'n Aftreetoelae soos in klousule 10 (1) van hierdie Ooreenkoms uiteengesit, moet toegestaan word aan 'n lid wat die pensioenleefyd bereik het: Met dien verstande egter dat 'n man wat op 30 Junie 1959 lid van die vakvereniging was en minstens 40 jaar lidmaatskap voltooi het, te eniger tyd nadat hy die ouderdom van 60 jaar bereik het, vir die toelae in aanmerking kom.

(2) Die aftreetoelae van 'n lid wat nie 'n Graad IV-lid is nie en wat op of na 1 Januarie 1989 ooreenkomstig klousule 1 (1) van hierdie Aanhangsel aftree, moet soos volg wees:

(a) Ten opsigte van lidmaatskap voor 1 Januarie 1981:

(i) Graad I-lede, R114,30 per week (maksimum toelae);

(ii) Graad II-lede, R67,85 per week (maksimum toelae).

Ten einde vir die maksimum toelae in aanmerking te kom, moet 'n lid voor 1 Januarie 1981 minstens 40 jaar lidmaatskap voltooi het: Met dien verstande egter dat 'n ou lid wat weens sy ouderdom toe hy vir die eerste maal as lid toegelaat is, nie 40 jaar totale lidmaatskap kan voltooi nie, vir die maksimum toelae in aanmerking kom na minstens 25 jaar lidmaatskap voor 1 Januarie 1981.

Die toelae wat betaalbaar is aan 'n lid wat nie vir die maksimum toelae in aanmerking kom nie, moet bereken word volgens die verhouding van sy getal jare lidmaatskap voor 1 Januarie 1981 tot 40: Met dien verstande egter dat die proporsionele toelae wat betaalbaar is aan 'n ou lid wat weens sy ouderdom toe hy vir die eerste keer as lid toegelaat is, nie 40 jaar totale lidmaatskap kan voltooi nie, bereken moet word volgens die verhouding van die getal jare lidmaatskap voor 1 Januarie 1981 tot 25. In geen geval mag die betaalbare toelae groter wees as die maksimum toelae wat in hierdie paragraaf bedoel word nie; plus

(3) Any vacancy occurring amongst the Trustees shall be filled by the party who in terms of the Constitution nominated the Trustee whose place is to be filled. If for any reason a party fails to nominate a Trustee or Trustees the Industrial Registrar may select a Trustee or Trustees from employers and employees in the Industry so as to ensure an equality of employer and employee representatives on the Board of Trustees. The Trustee shall exercise the powers of the Council and the Executive and Standing Committees: Provided, however, that all moneys and securities of the Fund shall be dealt with and expended only for the purposes of the Fund and in accordance with the provisions of this Agreement. In the event of the Trustees being unable or unwilling to discharge their 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 person or persons to carry out the duties of the Trustees and such person or persons shall possess all the powers of the Trustees for such purpose.

18. LIQUIDATION OF THE FUND

(1) Upon liquidation of the Fund in terms of section 17 the liquidator shall realise the assets of the Fund and purchase annuities payable in accordance with the provisions of section 10 (4) from a registered life insurance company for all persons in receipt of retirement allowances authorised in terms of sections 9, 10, 11 or 12 of this Agreement. Any balance remaining after payment of the costs of liquidation shall, if the Industrial Registrar so directs, be transferred to some other fund established for the benefit of employees in the Industry of the same class as the members of the Fund, or, in the absence of any such direction, shall be apportioned on equitable basis, recommended by an actuary, amongst the members, who, at the date of expiry of this Agreement or any extension thereof, were members of the Fund.

(2) Subject to the direction of the Industrial Registrar, the liquidator may use any amount due to a member in terms of subsection (1) to purchase from a registered life insurance company an annuity for that member payable from the pensionable age, or may pay the amount due direct to the member.

(3) The Fund shall be liquidated by the Trustees or the person or persons referred to in section 17, as the case may be.

ANNEXURE A

APPLICABLE IN RESPECT OF GRADE I, GRADE II AND GRADE III MEMBERS

1. *Retirement allowances*.—(1) A retirement allowance, as specified in section 10 (1) of this Agreement, shall be granted to a member who has attained the pensionable age: Provided, however, that a male who was a member of the union on 30 June 1959 and who has completed not less than 40 years' membership shall be eligible for the allowance at any time after he has attained the age of 60 years.

(2) The retirement allowance of a member who has no Grade IV membership and who retires on or after 1 January 1989 in accordance with section 1 (1) of this Annexure shall be as follows:

(a) In respect of membership prior to 1 January 1981:

(i) Grade I members, R114,30 per week (maximum allowance.)

(ii) Grade II members, R67,85 per week (maximum allowance.)

In order to qualify for the maximum allowance, a member shall have completed not less than 40 years' membership prior to 1 January 1981: Provided, however, that an old member who, because of his age when he was first admitted to membership, is unable to complete 40 years' total membership, shall qualify for the maximum allowance after not less than 25 years' membership prior to 1 January 1981.

The allowance payable to a member who does not qualify for the maximum allowance shall be calculated in the proportion that the number of years of membership prior to 1 January 1981 bears to 40: Provided, however, that the proportionate allowance payable to an old member who, because of his age when he was first admitted to membership, is unable to complete 40 years of total membership, shall be calculated in the proportion that the number of years of membership prior to 1 January 1981 bears to 25. In no case shall the allowance payable exceed the maximum allowance referred to in this paragraph; plus

(b) Ten opsigte van lidmaatskap na 1 Januarie 1981:

Die aftreetoelae moet gelyk wees aan een vyftigste van die gemiddelde van die individuele lidmaatskapstermyne sedert 1 Januarie 1981 as Graad I, Graad II Hoër, Graad II Laer en Graad III, elkeen vermenigvuldig met die finale gemiddelde pensioengewende loon op die datum van aftrede wat op die betrokke graad van toepassing is.

(3) Die aftreetoelae van 'n lid wat gedeeltelik Graad IV-lidmaatskap besit en wat op of ná 1 Januarie 1983 aftree, moet bepaal word as die som van—

(a) ten opsigte van sy lidmaatskap as 'n Graad IV-lid—

'n aftreetoelae vasgestel ooreenkomstig klousule 1 (2) van Aanhangel B;

(b) ten opsigte van sy lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid—

'n aftreetoelae vasgestel ooreenkomstig klousule 1 (2) (b) hiervan, gebaseer op sy lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid.

(4) Ten einde die aftreetoelae te bepaal ten opsigte van die tydperk van lidmaatskap tot 31 Desember 1980, moet Graad III-lidmaatskap van vakleerlinge vanaf 1 Julie 1959 as Graad II-lidmaatskap behandel word.

(5) Indien 'n lid wie se lidmaatskap voor 1 Januarie 1981 begin het, gedurende sy lidmaatskap gedeeltelik as 'n Graad I- en gedeeltelik as 'n Graad II- of Graad III-lid in diens was, moet die toelae wat ten opsigte van sy tydperk van lidmaatskap tot 31 Desember 1980 aan hom betaalbaar is, bereken word *pro rata* volgens die getal jare wat hy voor dié datum in elke Graad in diens was.

(6) 'n Lid kan na die bereiking van die ouderdom van 60 jaar maar voor die bereiking van die pensioenleef tyd aftree. In hierdie geval moet sy aftreetoelae ooreenkomstig klousule 1 (2) van hierdie Aanhangel bereken word en verminder word met 5 persent per jaar ten opsigte van die tydperk tussen die vroeë en normale aftreedatums: Met dien verstande egter dat 'n man wat op 30 Junie 1959 lid van die vakvereniging was, en—

(a) wat minstens 40 jaar lidmaatskap voltooi het, na die bereiking van die ouderdom van 60 jaar en voor die bereiking van die pensioenleef tyd kan aftree sonder enige vermindering in sy aftreetoelae; of

(b) wat minstens 37 jaar lidmaatskap voltooi het, onderworpe aan die goedkeuring van die Vaste Komitee, na die bereiking van die ouderdom van 57 jaar, maar voor die bereiking van die pensioenleef tyd, kan aftree. In hierdie geval moet sy aftreetoelae ooreenkomstig klousule 1 (2) van hierdie Aanhangel bereken word en verminder word met 5 persent per jaar ten opsigte van die tydperk tussen die vroeë aftreedatum en die datum waarop hy 40 jaar lidmaatskap voltooi of die ouderdom van 60 jaar bereik, naamlik die jongste datum.

(7) Die aftreetoelae betaalbaar aan 'n vroulike lid wat die keuse het om op die ouderdom van 55 af te tree, moet ooreenkomstig klousule 1 (2) (a) van hierdie Aanhangel bereken word, behalwe dat dié toelae gebaseer moet word op die lid se volle lidmaatskap en nie op haar lidmaatskap slegs voor 1 Januarie 1981 nie.

Sodanige aftreetoelae moet vermeerder word met bonusse wat van tyd tot tyd verklaar word, tesame met sodanige bykomstige aftreetoelae as wat die Vaste Komitee, na oorlegpleging met die Aktuaris, bepaal om te vergoed vir die bydraes wat betaal is maar wat meer was as R2,00 per week (Graad II-lidmaatskap) en R4,00 per week (Graad I-lidmaatskap).

2. *Toelaes vir afhanklikes.*—(1) Die toelae wat betaal moet word aan 'n weduwee wat vir 'n toelae ooreenkomstig klousule 12 (1) van hierdie Ooreenkoms kwalifiseer, moet onderworpe aan subklousule (4) hiervan, gelyk wees aan die helfte van die aftreetoelae waarop die lid geregtig sou gewees het op die datum waarop hy die pensioenleef tyd sou bereik het indien hy gelewe het en voortgegaan het om tot op sodanige datum 'n lid te wees, met die veronderstelling dat sy minimum loon soos op die datum van sy afsterwe onveranderd sou gebly het. Sodanige toelae moet steeds betaal word totdat die weduwee te sterwe kom. Insgelyks moet 'n verdere derde van die weduwee se toelae, voordat die vermindering in berekening gebring is waarvoor in subklousule (4) hiervan voorsiening gemaak word, betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders. Tensy die Beheerraad anders besluit, moet 'n kind nie langer as 'n afhanklike beskou word nie wanneer hy die ouderdom van 18 jaar bereik of wanneer hy trou.

(b) In respect of membership after 1 January 1981:

The retirement allowance shall be equal to one fiftieth of the aggregate of the individual terms of membership since 1 January 1981 served as Grade I, Grade II Higher, Grade II Lower and Grade III, each multiplied by the final average pensionable wage at the date of retirement that applies to the Grade in question.

(3) The retirement allowance of a member who has partly Grade IV membership and who retires on or after 1 January 1983 shall be determined as the sum of—

(a) in respect of his membership as a Grade IV member—

a retirement allowance determined in accordance with section 1 (2) of Annexure B; plus

(b) in respect of his membership as a Grade I, Grade II or Grade III member—

a retirement allowance determined in accordance with section 1 (2) hereof based on his membership as a Grade I, Grade II or Grade III member.

(4) For the purposes of determining the retirement allowance in respect of the period of membership up to 31 December 1980, Grade III membership of apprentices from 1 July 1959 shall be treated as Grade II membership.

(5) Should a member, whose membership commenced prior to 1 January 1981, have served his membership partly as a Grade I and partly as a Grade II or Grade III member, the allowance payable to him in respect of his period of membership up to 31 December 1980, shall be calculated *pro rata* according to the number of years served in each Grade before such date.

(6) A member may retire after the attainment of the age of 60 but before attainment of the pensionable age. In this event his retirement allowance shall be calculated in terms of section 1 (2) of this Annexure and reduced by 5 per cent per annum in respect of the period between the early and normal retirement dates: Provided, however, that a male, who was a member of the union on 30 June 1959, and—

(a) who has completed not less than 40 years' membership may retire after attainment of the age of 60 and before attainment of the pensionable age without any reduction in his retirement allowance; or

(b) who has completed not less than 37 years' membership may, subject to the approval of the Standing Committee, retire after attainment of the age of 57 and before attainment of the pensionable age. In this event his retirement allowance shall be calculated in terms of section 1 (2) of this Annexure and reduced by 5 per cent per annum in respect of the period between the early retirement date and the date when he completes 40 years' membership or attainment of age 60, whichever is the later.

(7) The retirement allowance payable to a female member who has the option to retire at the age of 55 shall be determined in accordance with section 1 (2) (a) of this Annexure, except that such allowance will be based on the member's total membership as opposed to her membership prior to 1 January 1981 only.

Such retirement allowance shall be increased by bonuses declared from time to time, together with such additional retirement allowance as the Standing Committee, after consulting the Actuary, determines to allow for contributions paid in excess of R2 per week (Grade II membership) and R4 per week (Grade I membership).

2. *Allowances for dependants.*—(1) The allowance to be paid to a widow who qualifies for an allowance in terms of section 12 (1) of this Agreement shall, subject to the provisions of subsection (4) hereof, be equal to one half of the retirement allowance to which the member would have been entitled at the date he would have attained the pensionable age, had he lived and continued to be a member until such date, assuming that his minimum wage as at the date of his death would have remained unchanged. Such allowance shall continue to be paid until such time as the widow dies. Similarly, a further one third of the widow's allowance, before taking account of the reduction provided for in subsection (4) hereof, shall be paid to each qualifying child dependant, subject to a maximum of three children. Unless otherwise decided by the Governing Board, a child shall cease to be regarded as a dependant on reaching the age of 18 years or on contracting a marriage.

(2) Die toelae wat betaal moet word aan 'n weduwee, uitgesonderd die weduwee van 'n ou pensioenaris wat vir 'n toelae ooreenkomstig klousule 12 (2) van hierdie Ooreenkoms kwalifiseer, moet onderworpe aan subklousule (4) hiervan, gelyk wees aan die som van die volgende verhoudings:

(a) Ten opsigte van lidmaatskap as 'n Graad IV-lid:

(i) Indien 'n aftreetoelae aan 'n lid op of na 1 Januarie 1989 toegestaan is, die helfte; of

(ii) indien 'n aftreetoelae aan 'n lid voor 1 Januarie 1989 toegestaan is, 'n kwart; plus

(b) ten opsigte van sy lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid:

Die helfte van die aftreetoelae wat aan die lid betaal sou gewees het indien hy nie gesterf het nie, met die veronderstelling dat, waar die lid nie 'n aftreetoelae ontvang het nie, daar 'n aftreetoelae op die dag voor sy dood aan hom toegestaan is. Die betaling van die toelae moet begin by die betaling van die lid of by verstryking van die tydperk van 60 maande in klousules 9 (3) en 10 (4) van hierdie Ooreenkoms bedoel, en wel die jongste datum, en daar moet voortgegaan word met die betaling totdat die weduwee te sterwe kom. Insgelyks moet 'n verdere derde van die weduwee se toelae in (a) (i) en (b) van hierdie subklousule, voordat die vermindering in berekening gebring is waarvoor in subklousule (4) hiervan voorsiening gemaak word, betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders. Tensy die Beheerraad anders besluit, moet 'n kind nie langer as 'n afhanklike beskou word nie wanneer hy die ouderdom van 18 jaar bereik of wanneer hy trou.

(3) die toelae wat betaal moet word aan die weduwee van 'n ou pensioenaris wat vir 'n toelae ooreenkomstig klousule 12 (2) van hierdie Ooreenkoms kwalifiseer, moet gelyk wees aan 'n kwart van die toelae wat aan die lid betaal sou gewees het indien hy nie gesterf het nie. Sodanige toelae moet steeds betaal word tot tyd en wyl die weduwee te sterwe kom. Insgelyks kan 'n verdere bedrag gelyk aan 'n kwart van die aftreetoelae na goedgekenke van die Beheerraad betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders. Tensy die Beheerraad anders besluit, moet 'n kind nie langer as 'n afhanklike beskou word nie wanneer hy die ouderdom van 18 jaar bereik of wanneer hy trou.

Indien die huwelik tussen die weduwee en die lid plaasgevind het na 1 Januarie 1988 en die weduwee minder as vyf jaar met die lid getroud was voor die datum van sy aftrede of die datum waarop hy die pensioenleefyd sou bereik het, naamlik die vroegste datum, moet die toelae betaalbaar aan die weduwee, soos uiteengesit in subklousules (1) en (2) hiervan, verminder word met twee persent vir elke jaar wat die weduwee meer as 10 jaar jonger is as die lid.

3. *Sterftetoekennings.*—(1) Die bedrag van die sterftetoekenning wat ná 31 Desember 1989 betaalbaar is aan die afhanklike of benoemde van 'n afgestorwe lid ingevolge klousule 14 van hierdie Ooreenkoms moet soos volg bepaal word:

(a) Ten opsigte van die afsterwe van 'n nie-bydraende onaktiewe ou lid:

Graad I: R100,00 ten opsigte van die eerste vyf jaar (60 maande) lidmaatskap, en daarna met verhogings van R12 vir elke bykomende jaar (12 maande) lidmaatskap, tot 'n maksimum van altesaam R400;

Graad II: R100,00 ten opsigte van die eerste vyf jaar (60 maande) lidmaatskap, en daarna met verhogings van R6 vir elke bykomende jaar (12 maande) lidmaatskap, tot 'n maksimum van altesaam R200;

(b) ten opsigte van die afsterwe van 'n lid, uitgesonderd 'n lid in (a) hiervan, wat 'n aftreetoelae ontvang of wat ooreenkomstig klousule 10 (2) (v) geag word 'n aftreetoelae te ontvang; asook iemand wat toegelaat is as lid van die vakvereniging op of na 1 Januarie 1987 op die ouderdom van 55 jaar of ouer:

Graad I: R1 000,00

Graad II: R800,00

Graad III: R800,00;

(c) ten opsigte van die afsterwe van 'n lid, uitgesonderd 'n lid in (a) of (b) hiervan, 'n ronde bedrag gelyk aan die jaarlikse pensioengevende loon van die lid op die datum van sy dood.

(2) The allowance to be paid to a widow, other than a widow of an old pensioner, who qualifies for an allowance in terms of section 12 (2) of this Agreement shall, subject to the provisions of subsection (4) hereof, be equal to the sum of the following proportions:

(a) In respect of any membership as a Grade IV member:

(i) If the member was granted a retirement allowance on or after 1 January 1989, one half; or

(ii) if the member was granted a retirement allowance before 1 January 1989, one quarter; plus

(b) in respect of his membership as a Grade I, Grade II or Grade III member:

One half of the retirement allowance the member would have been paid had he not died, assuming, where the member was not in receipt of a retirement allowance, that he was granted a retirement allowance on the day before his death. The payment of such allowance shall commence on the death of the member or the expiry of the 60-month period referred to in sections 9 (3) and 10 (4) of this Agreement, whichever is the later, and shall continue to be paid until such time as the widow dies. Similarly, a further amount equal to one third of the widow's allowance in (a) (i) and (b) of this subsection, before taking account of the reduction provided for in subsection (4) hereof, shall be paid to each qualifying child dependant, subject to a maximum of three children. Unless otherwise decided by the Governing Board, a child shall cease to be regarded as a dependant on reaching the age of 18 years or on contracting a marriage.

(3) The allowance to be paid to a widow of an old pensioner who qualifies for an allowance in terms of section 12 (2) of this Agreement shall be equal to a quarter of the allowance the member would have been paid had he not died. Such allowance shall continue to be paid until such time as the widow dies. Similarly, in the discretion of the Governing Board, a further amount equal to one-quarter of the retirement allowance may be paid to each qualifying child dependant, subject to a maximum of three children. Unless otherwise decided by the Governing Board, a child shall cease to be regarded as a dependant on reaching the age of 18 years or on contracting a marriage.

If the marriage between the widow and the member took place after 1 January 1988 and the widow was married to the member for less than five years prior to the date of his retirement or the date that he would have attained the pensionable age, whichever is the earlier, the allowance payable to the widow, as set out in subsections (1) and (2) hereof, shall be reduced by two per cent for each year in excess of 10 that the widow is younger than the member.

3. *Mortality Grants.*—The amount of the mortality grant payable after 31 December 1988 to the dependant or nominee of a deceased member in terms of section 14 of this Agreement shall be ascertained as follows:

(a) In respect of the death of a non-contributory inactive old member:

Grade I: R100,00 in respect of the first five years (60 months) of membership, thereafter increasing at the rate of R12,00 for each additional year (12 months) of membership to a maximum of R400,00 in all;

Grade II: R100,00 in respect of the first five years (60 months) of membership, thereafter increasing at the rate of R6,00 for each additional year (12 months) of membership to a maximum of R200,00 in all;

(b) in respect of the death of a member, other than a member in (a) hereof, who is in receipt of, or who is deemed in terms of section 10 (2) (v) to be in receipt of, a retirement allowance, as well as a person who was admitted to membership of the union on or after 1 January 1987 at the age of 55 or over:

Grade I: R1 000,00

Grade II: R800,00

Grade III: R800,00;

(c) in respect of the death of a member, other than a member in (a) or (b) hereof, a lump sum equal to the annual pensionable wage of the member as at the date of his death.

4. *Onttrekkingsvoordele.*—'n Ou lid wat verkies het of wat geag word te verkies het om sy belange in die Fonds te verbeur, of 'n nuwe lid wat verkies het dat sy onaktiewe lidmaatskap ingevolge klousule 8 (6) van hierdie Ooreenkoms nie-bydraend moet wees, moet kies om of—

(a) 'n kontantbedrag betaal te word gelyk aan—

(i) ten opsigte van elke voltooië halfjaar (ses maande) lidmaatskap vanaf 1 Julie 1959 tot 31 Desember 1974, 'n bedrag van R18 ten opsigte van Graad I-lidmaatskap en R9 ten opsigte van Graad II-lidmaatskap; plus

(ii) ten opsigte van elke voltooië halfjaar (ses maande) lidmaatskap vanaf 1 Januarie 1975 tot 31 Desember 1980, 'n bedrag van R67,50 ten opsigte van Graad I-lidmaatskap en R33,75 ten opsigte van Graad II-lidmaatskap; plus

(iii) ten opsigte van Graad I-, Graad II- en Graad III-lidmaatskap vanaf 1 Januarie 1981, 'n terugbetaling van al die bydraes van die lid tot die Fonds ná 1 Januarie 1981; plus

(iv) rente op (i), (ii) en (iii) hiervan teen 'n koers van vyf persent per jaar vir elke voltooië jaar lidmaatskap vanaf 1 Januarie 1981 of vanaf die datum waarop die lid begin het om bydraes te maak as sodanige datum na 1 Januarie 1981 is, tot op die datum van sy bedanking of skorsing; plus

(v) waar die lid Graad IV-lidmaatskap en/of lidmaatskap van die Arbeidershulpfonds het, 'n addisionele bedrag gelyk aan die kontantbedrag soos bepaal kragtens klousule (4) (a) van Aanhangel "B"; of

(b) 'n uitgestelde aftreetoelae te ontvang, bepaal ooreenkomstig klousule 1 hiervan en gebaseer op die lid se pensioen-gewende loon en tydperk van lidmaatskap op die datum van sy bedanking of skorsing. Met dien verstande egter dat dié aftreetoelae gebaseer moet wees op die voordele van krag op die datum van die lid se bedanking of skorsing.

AANHANGSEL B

VAN TOEPASSING TEN OPSIGTE VAN GRAAD IV—LEDE

1. *Aftreetoelae.*—(1) 'n Aftreetoelae, soos in klousule 10 (1) van hierdie Ooreenkoms uiteengesit, moet toegestaan word aan 'n lid wat die pensioenleefyd bereik het.

(2) Die aftreetoelae van 'n lid wat ooreenkomstig klousule 1 (1) van hierdie Aanhangel op of na 1 Januarie 1989 aftree, is soos volg:

(a) Ten opsigte van lidmaatskap voor 1 Januarie 1989:

Die toelae word bepaal in verhouding tot die maksimum toelae van R56,88 per week. Die verhouding is gelyk aan—

(i) indien 'n lid minder as 25 jaar lidmaatskap in totaal voltooi het, een vyf-en-twintigste, vermenigvuldig met die tydperk van Graad IV-lidmaatskap voor 1 Januarie 1989; of

(ii) indien die lid meer as 25 jaar lidmaatskap in totaal voltooi het, die tydperk van Graad IV-lidmaatskap voor 1 Januarie 1989, gedeel deur die tydperk van lidmaatskap in totaal voltooi; plus

(b) ten opsigte van lidmaatskap na 1 Januarie 1989:

Die toelae moet gelyk wees aan een honderd-en-veertigste van die finale gemiddelde pensioen-gewende loon by die datum van aftrede wat op Graad IV-lede van toepassing is, vermenigvuldig met die tydperk van Graad IV-lidmaatskap na 1 Januarie 1989.

(3) 'n Lid kan aftree nadat hy die ouderdom van 60 jaar bereik het maar voordat hy die pensioenleefyd bereik het. In dié geval word sy aftreetoelae bereken ingevolge klousule 1 (2) van hierdie Aanhangel en verminder met vyf persent per jaar ten opsigte van die tydperk tussen die vroeë en die gewone aftreedatum.

2. *Toelae vir afhanklikes.*—(1) Die toelae wat betaal moet word aan 'n weduwee wat vir 'n toelae ingevolge klousule 12 (1) van hierdie Ooreenkoms kwalifiseer, moet, onderworpe aan subklousule (3) hiervan, gelyk wees aan 'n helfte van die aftreetoelae waarop die lid geregtig sou gewees het op die datum waarop hy die pensioenleefyd sou bereik het indien hy gelewe het en sou voortgegaan het om tot op sodanige datum lid te wees, aannemende dat sy minimum loon soos op die datum van sy dood onveranderd sou gebly het. Sodanige toelae moet steeds betaal word totdat die weduwee te sterwe kom. Insgelyks moet 'n verdere derde van die weduwee se toelae, voordat die vermindering in berekening gebring word, waarvoor in subklousule (3) hiervan voorsiening gemaak word, betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders. Tensy die Beheerraad anders besluit, moet 'n kind nie langer as 'n afhanklike beskou word nie, wanneer hy die ouderdom van 18 jaar bereik of wanneer hy trou.

4. *Withdrawal Benefits.*—An old member who has elected, or is deemed to have elected, to forfeit his interest in the Fund, or a new member who has elected that his inactive membership in terms of section 8 (6) of this Agreement shall be non-contributory, shall elect either—

(a) to be paid a cash amount equal to—

(i) in respect of each complete half-year (six months) of membership from 1 July 1959 until 31 December 1974, an amount of R18,00 in respect of Grade I membership and R9,00 in respect of Grade II membership; plus

(ii) in respect of each complete half-year (six months) of membership from 1 January 1975 to 31 December 1980, an amount of R67,50 in respect of Grade I membership and R33,75 in respect of Grade II membership; plus

(iii) in respect of Grade I, Grade II and Grade III membership from 1 January 1981, a refund of all the member's contributions made to the Fund after 1 January 1981; plus

(iv) interest on (i), (ii) and (iii) hereof at the rate of five per cent per annum for each completed year of membership from 1 January 1981 or from the date that the member commenced making contributions if such date is later than 1 January 1981, up to the date of his resignation or expulsion; plus

(v) where the member has Grade IV membership and/or membership of the Labourer's Benefit Fund, an additional amount equal to the cash amount as determined in accordance with section 4 (a) of Annexure B; or

(b) to receive a deferred retirement allowance determined in accordance with section 1 hereof and based on the member's pensionable wage and period of membership as at the date of his resignation or expulsion: Provided, however, that such retirement allowance is to be based on the benefits in force as at the date of the member's resignation or expulsion.

ANNEXURE B

APPLICABLE IN RESPECT OF GRADE IV MEMBERS

1. *Retirement allowances.*—(1) A retirement allowance, as specified in section 10 (1) of this Agreement, shall be granted to a member who has attained the pensionable age.

(2) the retirement allowance of a member who retires on or after 1 January 1989 in accordance with section 1 (1) of this Annexure shall be as follows:

(a) In respect of membership prior to 1 January 1989:

The allowance shall be determined as a proportion of the maximum allowance of R56,88 per week. The proportion shall be equal to—

(i) if the member has completed less than 25 years' total membership, one twenty-fifth, multiplied by the period of Grade IV membership prior to 1 January 1989; or

(ii) if the member has completed more than 25 years' total membership, the period of Grade IV membership prior to 1 January 1989, divided by the period of total membership; plus

(b) in respect of membership after 1 January 1989:

The allowance shall equal one one-hundred-and-fortieth of the final average pensionable wage at the date of retirement that applies to Grade IV members, multiplied by the period of Grade IV membership after 1 January 1989.

(3) A member may retire after attainment of the age of 60 but before attainment of the pensionable age. In this event, his retirement allowance shall be calculated in terms of section 1 (2) of this Annexure and reduced by five per cent per annum in respect of the period between the early and normal retirement dates.

2. *Allowances for dependants.*—(1) The allowance to be paid to a widow who qualifies for an allowance in terms of section 12 (1) of this Agreement shall, subject to the provisions of subsection (3) hereof, be equal to one half of the retirement allowance to which the member would have been entitled at the date he would have attained the pensionable age, had he lived and continued to be a member until such date, assuming that his minimum wage as at the date of his death would have remained unchanged. Such allowance shall continue to be paid until such time as the widow dies. Similarly, a further one third of the widow's allowance, before taking account of the reduction provided in subsection (3) hereof, shall be paid to each qualifying child dependant, subject to a maximum of three children. Unless otherwise decided by the Governing Board, a child shall cease to be regarded as a dependant on reaching the age of 18 years or on contracting a marriage.

(2) Die toelae betaalbaar aan 'n weduwee wat ingevolge klousule 12 (2) van hierdie ooreenkoms daarvoor kwalifiseer, moet, onderworpe aan subklousule (3) hiervan, gelyk wees aan:

(a) indien 'n aftreetoelae op of na 1 Januarie 1989 aan 'n lid toegestaan is, die helfte; of

(b) indien 'n aftreetoelae voor 1 Januarie 1989 aan 'n lid toegestaan is, 'n kwart van die toelae waarop die lid geregtig sou gewees het as hy nie gesterf het nie, aannemende dat waar die lid nie 'n aftreetoelae ontvang het nie, 'n aftreetoelae 'n dag voor sy dood aan hom toegestaan is. Die toelae aan die weduwee moet 'n aanvang neem by die dood van die lid of die verstryking van die tydperk van 60 maande in klousules 9 (3) en 10 (4) van hierdie Ooreenkoms bedoel, naamlik die jongste datum, en moet steeds betaal word totdat die weduwee te sterwe kom. Insgelyks moet 'n verdere derde van die weduwee se toelae in (b) van hierdie subklousule, voordat die vermindering in berekening gebring word, waarvoor in subklousule (3) hiervan voorsiening gemaak word, betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders. Tensy die Beheerraad anders besluit, moet 'n kind nie langer as 'n afanklike beskou word nie, wanneer hy die ouderdom van 18 jaar bereik, of wanneer hy trou.

(3) Indien die huwelik tussen die weduwee en die lid plaasgevind het na 1 Januarie 1988 en die weduwee minder as vyf jaar met die lid getroud was voor die datum van sy aftrede of die datum waarop hy pensioenleef tyd bereik het, naamlik die vroegste datum, moet die toelae betaalbaar aan die weduwee, soos uiteengesit in subklousules (1) en (2) hiervan, verminder word met twee persent vir elke jaar wat die weduwee meer as 10 jaar jonger is as die lid.

3. *Sterftetoekennings.*—Die bedrag van die sterftetoekenning wat na 31 Desember 1988 betaalbaar is aan die afhanklike of benoemde van 'n afgestorwe lid ingevolge klousule 14 van hierdie Ooreenkoms moet soos volg bepaal word:

(a) Ten opsigte van die afsterwe van 'n lid wat 'n aftreetoelae ontvang of wat ingevolge klousule 10 (2) (v) geag word 'n aftreetoelae te ontvang, asook iemand wat toegelaat is as lid van die vakvereniging op of na 1 Januarie 1987 op die ouderdom van 55 jaar of ouer, 'n ronde bedrag van R500,00;

(b) ten opsigte van die afsterwe van 'n lid, uitgesonderd 'n lid in (a) hiervan, 'n ronde bedrag van R3 942,00.

4. *Onttrekkingsvoordele.*—'n Lid wat verkies het dat sy onaktiewe lidmaatskap ingevolge klousule 8 (6) van hierdie Ooreenkoms nie-bydraend moet wees, moet kies om of—

(a) 'n kontantbedrag betaal te word gelyk aan—

(i) ten opsigte van die tydperk van lidmaatskap van die Arbeidershulpfonds, 'n bedrag van 20c vir elke week waarin daar 'n volle bydrae ten opsigte van hom betaal is aan die Arbeidershulpfonds of die Arbeidershulpfonds vir Swartes: Met dien verstande egter dat daar aan 'n fabriekshelper, skermwerker en proefskerm-drukker 'n bedrag van 3c betaal moet word vir elke week waarin daar 'n volle bydrae ten opsigte van hom tot 31 Desember 1975 betaal is aan die Arbeidershulpfonds of die Arbeidershulpfonds vir Swartes, en 'n bedrag van 20c vir elke week waarin daar 'n volle bydrae ten opsigte van hom vanaf 1 Januarie 1981 betaal is aan die Arbeidershulpfonds; plus

(ii) ten opsigte van Graad IV-lidmaatskap en Arbeidershulp-fonds-lidmaatskap vanaf 1 Januarie 1981, 'n terugbetaling van al die bydraes van die lid tot die fonds of die Arbeidershulpfonds na 1 Januarie 1981; plus

(iii) rente op (i) en (ii) hiervan teen 'n koers van vyf persent per jaar vir elke voltooide jaar van lidmaatskap vanaf 1 Januarie 1981 of vanaf die datum waarop die lid begin het om bydraes te maak aan die Fonds of aan die Arbeidershulpfonds as sodanige datum later as 1 Januarie 1981 is, tot op die datum van sy bedanking of skorsing; of

(b) 'n uitgestelde aftreetoelae te ontvang, vasgestel ooreen-komstig klousule 1 hiervan en wat gebaseer moet wees op die lid se pensioengewende loon en die tydperk van lidmaatskap op die datum van sy bedanking of skorsing: Met dien verstande egter dat dié aftreetoelae gebaseer moet wees op die bystand van krag op die datum van die lid se bedanking of skorsing.

Nadamaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit is, verklaar die onder-getekende gemagtigde beamptes van die Raad hierby dat voor-noemde die Ooreenkoms is waartoe daar geraak is en heg hulle hul handtekening daarby aan.

Op hede die 3de dag van Julie 1989 te Kaapstad onderteken.

M. R. WATERMEYER,
Voorsitter van die Raad.

M. DEYSEL,
Werknemersverteenvoortreder.

R. F. CROWTHER,
Sekretaris van die Raad.

(2) The allowance to be paid to a widow who qualifies for an allowance in terms of section 12 (2) of this Agreement shall, subject to the provisions of subsection (3) hereof, be equal to—

(a) if the member was granted a retirement allowance on or after 1 January 1989, one half; or

(b) if the member was granted a retirement allowance before 1 January 1989, one quarter of the allowance the member would have been paid had he not died, assuming, where the member was not in receipt of a retirement allowance, that he was granted a retirement allowance on the day before his death. The allowance to the widow shall commence to be paid on the death of the member or the expiry of the 60-month period referred to in sections 9 (3) and 10 (4) of this Agreement, whichever is the later, and shall continue to be paid until such time as the widow dies. Similarly, a further one third of the widow's allowance in (b) in this subsection, before taking account of the reduction provided for in subsection (3) hereof, shall be paid to each qualifying child dependant, subject to a maximum of three children. Unless otherwise decided by the Governing Board, a child shall cease to be regarded as a dependant on reaching the age of 18 years or on contracting a marriage.

(3) If the marriage between the widow and the member took place after 1 January 1988 and the widow was married to the member for less than five years prior to the date of his retirement or the date that he would have attained the pensionable age, whichever is the earlier, the allowance payable to the widow, as set out in subsections (1) and (2) hereof, shall be reduced by two per cent for each year in excess of ten that the widow is younger than the member.

3. *Mortality grants.*—The amount of the mortality grant payable after 31 December 1988 to the dependant or nominee of a deceased member in terms of section 14 of this Agreement shall be ascertained as follows:

(a) In respect of the death of a member who is in receipt of, or who is deemed in terms of section 10 (2) (v) to be in receipt of a retirement allowance, as well as a person who was admitted to membership of the union on or after 1 January 1987 at the age of 55 or over, a lump sum of R500,00;

(b) in respect of the death of a member, other than a member in (a) hereof, a lump sum of R3 942,00.

4. *Withdrawal benefits.*—A member who has elected that his inactive membership shall be non-contributory in terms of section 8 (6) of this Agreement shall elect either—

(a) to be paid a cash amount equal to—

(i) in respect of the period of membership of the Labourers' Benefit Fund, an amount of 20c for each week for which a full contribution was paid in respect of him to the Labourers' Benefit Fund or the African Workers' Benefit Fund: Provided, however, that a factory aid, screen worker and screen printing probationer shall be paid an amount of 3c for each week for which a full contribution was paid in respect of him to the Labourers' Benefit Fund or the African Workers' Benefit Fund up to 31 December 1975, and an amount of 20c for each week for which a full contribution was paid in respect of him to the Labourers' Benefit Fund from 1 January 1976; plus

(ii) in respect of Grade IV membership and Labourers' Benefit Fund membership from 1 January 1981, a refund of all the member's contributions made to the Fund or to the Labourers' Benefit Fund after 1 January 1981; plus

(iii) interest on (i) and (ii) hereof at the rate of five per cent per annum for each completed year of membership from 1 January 1981 or from the date that the member commenced making contributions to the Fund or to the Labourers' Benefit Fund if such date is later than 1 January 1981, up to the date of his resignation or expulsion; or

(b) to receive a deferred retirement allowance determined in accordance with section 1 hereof and based on the member's pensionable wage and period of membership as at the date of his resignation or expulsion: Provided, however, that such retirement allowance is to be based on the benefits in force as at the date of the member's resignation or expulsion.

The employers' organisation and the union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Signed at Cape Town this 3rd day of July 1989.

M. R. WATERMEYER,
Chairman of the Council.

M. DEYSEL,
Employees' Representative.

R. F. CROWTHER,
Secretary of the Council.

No. R. 2529

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP.—VERLENGING VAN (a) HOOF- (b) VOORSORGFONDS-, (c) BREIAFDELING-, (d) PLATTELANDSE GEBIEDE; EN (e) GEBEURLIKHEIDSFONDS-OOREENKOMSTE

Ek, Dennis van der Walt, Direkteur Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. —

(a) R. 1373 van 1 Julie 1983, R. 2658 van 2 Desember 1983, R. 1260 van 22 Junie 1984, R. 1553 van 27 Julie 1984, R. 2433 van 9 November 1984, R. 2668 van 7 Desember 1984, R. 1742 van 9 Augustus 1985, R. 2692 van 6 Desember 1985, R. 305 van 21 Februarie 1986, R. 2333 van 14 November 1986, R. 251 van 6 Februarie 1987, R. 2810 van 18 Desember 1987, R. 2066 van 14 Oktober 1988, R. 2455 van 2 Desember 1988 en R. 2326 van 27 Oktober 1989, met 'n verdere tydperk wat op 12 Desember 1990 eindig;

(b) R. 678 van 31 Maart 1983, R. 2719 van 15 Desember 1983, R. 2434 van 9 November 1984, R. 2671 van 7 Desember 1984, R. 1065 van 30 Mei 1986, R. 2338 van 14 November 1986, R. 253 van 6 Februarie 1987, R. 1463 van 22 Julie 1988, R. 2070 van 14 Oktober 1988 en R. 2455 van 2 Desember 1988, met 'n verdere tydperk wat op 31 Desember 1990 eindig;

(c) R. 1374 van 1 Julie 1983, R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986, R. 254 van 6 Februarie 1987, R. 2067 van 14 Oktober 1988, R. 2455 van 2 Desember 1988 en R. 2327 van 27 Oktober 1989, met 'n verdere tydperk wat op 12 Desember 1990 eindig;

(d) R. 1375 van 1 Julie 1983, R. 2659 van 2 Desember 1983, R. 1261 van 22 Junie 1984, R. 1554 van 27 Julie 1984, R. 2436 van 9 November 1984, R. 2670 van 7 Desember 1984, R. 1744 van 9 Augustus 1985, R. 2693 van 6 Desember 1985, R. 306 van 21 Februarie 1986, R. 2367 van 14 November 1986, R. 252 van 6 Februarie 1987, R. 2857 van 31 Desember 1987, R. 2068 van 14 Oktober 1988, R. 2455 van 2 Desember 1988 en R. 2328 van 27 Oktober 1989, met 'n verdere tydperk wat op 12 Desember 1990 eindig;

(e) R. 1450 van 1 Augustus 1975, R. 1959 van 7 September 1979, R. 2104 van 17 Oktober 1980, R. 1371 van 26 Junie 1981, R. 2657 van 4 Desember 1981, R. 2742 van 24 Desember 1982, R. 530 van 11 Maart 1983, R. 2437 van 9 November 1984, R. 2673 van 7 Desember 1984, R. 2337 van 14 November 1986, R. 256 van 6 Februarie 1987, R. 2071 van 14 Oktober 1988 en R. 2455 van 2 Desember 1988, met 'n verdere tydperk wat op 31 Desember 1990 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2529

17 November 1989

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE.—EXTENSION OF (a) MAIN, (b) PROVIDENT FUND, (c) KNITTING DIVISION, (d) COUNTRY AREAS; AND (e) CONTINGENCY FUND AGREEMENTS

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. —

(a) R. 1373 of 1 July 1983, R. 2658 of 2 December 1983, R. 1260 of 22 June 1984, R. 1553 of 27 July 1984, R. 2433 of 9 November 1984, R. 2668 of 7 December 1984, R. 1742 of 9 August 1985, R. 2692 of 6 December 1985, R. 305 of 21 February 1986, R. 2333 of 14 November 1986, R. 251 of 6 February 1987, R. 2810 of 18 December 1987, R. 2066 of 14 October 1988, R. 2455 of 2 December 1988 and R. 2326 of 27 October 1989, by a further period ending 12 December 1990;

(b) R. 678 of 31 March 1983, R. 2719 of 15 December 1983, R. 2434 of 9 November 1984, R. 2671 of 7 December 1984, R. 1065 of 30 May 1986, R. 2338 of 14 November 1986, R. 253 of 6 February 1987, R. 1463 of 22 July 1988, R. 2070 of 14 October 1988 and R. 2455 of 2 December 1988, by a further period ending 31 December 1990;

(c) R. 1374 of 1 July 1983, R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986, R. 254 of 6 February 1987, R. 2067 of 14 October 1988, R. 2455 of 2 December 1988 and R. 2327 of 27 October 1989, by a further period ending 12 December 1990;

(d) R. 1375 of 1 July 1983, R. 2659 of 2 December 1983, R. 1261 of 22 June 1984, R. 1554 of 27 July 1984, R. 2436 of 9 November 1984, R. 2670 of 7 December 1984, R. 1744 of 9 August 1985, R. 2693 of 6 December 1985, R. 306 of 21 February 1986, R. 2367 of 14 November 1986, R. 252 of 6 February 1987, R. 2857 of 31 December 1987, R. 2068 of 14 October 1988, R. 2455 of 2 December 1988 and R. 2328 of 27 October 1989, by a further period ending 12 December 1990;

(e) R. 1450 of 1 August 1975, R. 1959 of 7 September 1979, R. 2104 of 17 October 1980, R. 1371 of 26 June 1981, R. 2657 of 4 December 1981, R. 2742 of 24 December 1982, R. 530 of 11 March 1983, R. 2437 of 9 November 1984, R. 2673 of 7 December 1984, R. 2337 of 14 November 1986, R. 256 of 6 February 1987, R. 2071 of 14 October 1988 and R. 2455 of 2 December 1988, by a further period ending 31 December 1990.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2530

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP. — HERNUWING VAN OPLEIDINGSFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 1372 van 26 Junie 1981, R. 2655 van 4 Desember 1981, R. 2672 van 7 Desember 1984, R. 255 van 6 Februarie 1987, R. 1149 van 17 Junie 1988 en R. 2069 van 14 Oktober 1988, van krag is met ingang van 1 Januarie 1990 en vir die tydperk wat op 31 Desember 1990 eindig.

D. VANDER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2531

17 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-LONDEN. — 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 23 Oktober 1991 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 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 BOUNYWERHEID,
OOS-LONDEN

OOREENKOMS

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa
Amalgamated Society of Woodworkers of South Africa

en

Transport Workers' Union of South Africa

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

No. R. 2530

17 November 1989

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE. — RENEWAL OF TRAINING FUND AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 1372 of 26 June 1981, R. 2655 of 4 December 1981, R. 2672 of 7 December 1984, R. 255 of 6 February 1987, R. 1149 of 17 June 1988 and R. 2069 of 14 October 1988, to be effective from 1 January 1990 and for the period ending 31 December 1990.

D. VANDER WALT,

Director: Labour Relations.

No. R. 2531

17 November 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON. —
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 23 October 1991, upon the employers' organisation and the trade unions — which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 October 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 BUILDING INDUSTRY,
EAST LONDON

AGREEMENT

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa
Amalgamated Society of Woodworkers of South Africa
and

Transport Workers' Union of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Building Industry, East London.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

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

(b) in die landdrostdistrik Oos-Londen (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings Nos. 1877 en 1079 van 14 September 1981 en 10 Junie 1988 onderskeidelik oorgeplaas is vanaf Ciskei).

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkoms op vakleerlinge en kwekelinge van toepassing slegs vir sover dit nie onbestaanbaar is nie met die bepalinge van die Wet op Mannekragopleiding, 1981, of met enige kontrak daarkragtens gesluit of met enige voorwaardes daarkragtens gestel;

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

(i) Woonhuise teen 'n koste van minder as R14 000, en

(ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. KLOUSULE 3.—WOORDOMSKRYWING

In die omskrywing "operateur graad I", in die groepwerksaamhede getitel "By messel- en pleisterwerk", vervang die uitdrukking "bou-assistente graad I" deur die uitdrukking "algemene werkers".

3. KLOUSULE 4.—LONE

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

<i>"Klas werknemer"</i>	<i>Per uur sent</i>
(a) Algemene werker	250
(b) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg	285
meer as 1 814 kg tot en met 4 536 kg	321½
meer as 4 536 kg	372
(c) Bediener van 'n kragkraan	372
(d) Operateur graad I	372
(e) Operateur graad II	262
(f) Ambagsman	662½

4. KLOUSULE 5.—SLEGS-ARBEID-KONTRAKTE

In subklousule (4), skrap die syfers "35", "39" en "43" en voeg die syfer "38" in na die syfer "37".

5. KLOUSULE 19.—BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

In die tabel in subklousule (2) (a), vervang die syfer "29½c", "32½c", "41c" en "72c" waar hulle ook al in die tabel voorkom deur onderskeidelik die syfers "32½c", "40c", "48½c" en "82c".

6. KLOUSULE 22.—VAKANSIEFONDS

In die tabel in subklousule (1), vervang die syfers "R12.39", "R13.65", "R17.22" en "R30.24" waar hulle ook al in die tabel voorkom deur onderskeidelik die syfers "R13.65", "R16.80", "R20.37" en "R34.44".

7. KLOUSULE 29.—ALGEMENE FONDSE VAN DIE RAAD

In subklousule (1), vervang die syfers "53c", "39c" en "34c" waar hulle ook al in die subklousule voorkom, deur onderskeidelik die syfers "75c", "63c" en "66c", behalwe waar laasgenoemde die laaste keer voorkom.

8. KLOUSULE 37.—BYDRAES TOT DIE MEDIESE BYSTANDSFONDS

(1) In subklousule (1), vervang die syfers "22½c", "R9.45" en "R18.90", waar hulle ook al in die subklousule voorkom, deur onderskeidelik die syfers "31½c", "R13.23" en "R26.46".

(2) In subklousule (2), vervang die syfer "R18.90" deur die syfer "R26.46".

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1877 and 1079 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).

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

(a) the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000, and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. CLAUSE 3.—DEFINITIONS

In the definition of "operator, Grade I", in the section of operations entitled "In bricklaying and plastering", substitute the expression "general workers" for the expression "building assistants, Grade I".

3. CLAUSE 4.—WAGES

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

<i>"Class of employee"</i>	<i>Per hour cents</i>
(a) General worker	250
(b) Driver of mechanical vehicle with a nett carrying capacity of—	
up to and including 1 814 kg	285
over 1 814 kg and including 4 536 kg	321½
over 4 536 kg	372
(c) Operator of a power crane	372
(d) Operator, Grade I	372
(e) Operator, Grade II	262
(f) Artisan	662½

4. CLAUSE 5.—LABOUR-ONLY CONTRACTS

In subclause 4, delete the figures "35", "39" and "43" and insert the figure "38" after the figure "37".

5. CLAUSE 19.—PAYMENT IN RESPECT OF ANNUAL LEAVE

In the table in subclause (2) (a), substitute the figures "32½c", "40c", "48½c" and "82c" for the figures "29½c", "32½c", "41c" and "72c", respectively, wherever they occur in the table.

6. CLAUSE 22.—HOLIDAY FUND

In the table in subclause (1), substitute the figures "R13.65", "R16.80", "R20.37" and "R34.44" for the figures "R12.39", "R13.65", "R17.22" and "R30.24" respectively, wherever they occur in the table.

7. CLAUSE 29.—GENERAL FUNDS OF THE COUNCIL

In subclause (1), substitute the figures "75c", "63c" and "66c" for the figures "53c", "39c" and "34c", respectively, except where the latter appears for the last time.

8. CLAUSE 37.—CONTRIBUTIONS TO THE MEDICAL AID FUND

(1) In subclause (1), substitute the figures "31½c", "R13.23" and "R26.46" for the figures "22½c", "R9.45" and "R18.90", respectively, wherever they occur in the subclause.

(2) In subclause (2), substitute the figure "R26.46" for the figure "R18.90".

9. KLOUSULE 45. — SIEKTEBYSTANDSTOELAE

Vervang subklousule (1) deur die volgende:

“(1) Benewens ander besoldiging waarop 'n werknemer in klousule 44 (4) bedoel, geregig is ingevolge 'n ander ooreenkoms van die Raad, moet elke werkgever die volgende uurlikse toelaag betaal: Aan elke werknemer in sy diens vir wie 'n loon voorgeskryf is in klousule 4 (1) (f), 2c per uur; in klousule 4 (b) tot (e) 1c per uur; en in klousule 4 (a), ½c per uur; ten opsigte van al die ure wat sodanige werknemers gewerk het: Met dien verstande dat hierdie toelae nie betaal moet word ten opsigte van oortydwerk of werk verrig op Saterdag, Sondag, Gelofte-dag, Kersdag, Nuwejaarsdag of enige dag wat binne die jaarlikse verloftydperk val wat in die Ooreenkoms voorgeskryf word nie.”

10. KLOUSULE 46. — BYDRAES TOT DIE SIEKTEBYSTANDSFONDS

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

“(a) ambagsmanne, 'n bedrag van R1,68 per week;

(b) werknemers in klousule 4 (1) (b) tot (e) bedoel, 'n bedrag van 84c per week;

(c) werknemers in klousule 4 (1) (a) bedoel, 'n bedrag van 42c per week.”

11. KLOUSULE 52. — VAKVERENIGINGLEDEGELD

In subklousule (1), voeg die uitdrukking “en/of heffings” in na die uitdrukking “ledegeld”.

Namens die partye op hede die 12de dag van Julie 1989 te Oos-Londen onderteken.

D. B. CAPLES,
Voorsitter.

G. H. VAN DER WALT,
Ondervoorsitter.

G. R. REED,
Sekretaris.

**DEPARTEMENT VAN ONTWIKKELINGS-
HULP**

No. R. 2488

17 November 1989

VERBETERINGSKENNISGEWING

PROKLAMASIE No. R. 161 VAN 1989. — VERKLARING TOT OOPGESTELDE GEBIED VAN SEKERE GROND IN DIE DISTRIK KING WILLIAM'S TOWN, PROVINSIE DIE KAAP DIE GOEIE HOOP

Die volgende verbetering aan Proklamasie No. R. 161, gedateer 8 September 1989, word hiermee vir algemene inligting gepubliseer:

In die Engelse en Afrikaanse teks van die Bylae van genoemde Proklamasie, word die woorde “Farm” en “Plaas” vervang deur die woord “Erf”.

(Lêer: GB6/5/2/1/K26/210/1)

9. CLAUSE 45. — SICK PAY ALLOWANCE

Substitute the following for subclause (1):

“(1) In addition to any other remuneration to which an employee referred to in clause 44 (4) may be entitled in terms of any other agreement of the Council, every employer shall pay the following hourly allowance: Employees in his employ for whom wages are prescribed in clause 4 (1) (f), 2c per hour; in clause 4 (b) to (e), 1c per hour; and in clause 4 (a), ½c per hour; in respect of all hours worked by such employees: Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday, Day of the Vow, Christmas Day, New Year's Day or any day fall within the annual leave period prescribed in the Agreement.”

10. CLAUSE 46. — CONTRIBUTIONS TO THE SICK PAY FUND

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

“(a) artisans, an amount of R1,68 per week;

(b) employees referred to in clause 4 (1) (b) to (e), an amount of 84c per week;

(c) employees referred to in clause 4 (1) (a), an amount of 42c per week.”

11. CLAUSE 52. — TRADE UNION SUBSCRIPTIONS

In subclause (1), insert the expression “and/or levies” after the expression “subscriptions”.

Signed at East London, on behalf of the parties, this 12th day of July 1989.

D. B. CAPLES,
Chairman.

G. H. VAN DER WALT,
Vice-Chairman.

G. R. REED,
Secretary.

**DEPARTMENT OF DEVELOPMENT
AID**

No. R. 2488

17 November 1989

CORRECTION NOTICE

PROCLAMATION No. R. 161 OF 1989. — DECLARATION AS RELEASED AREA OF CERTAIN LAND IN THE DISTRICT OF KING WILLIAM'S TOWN, PROVINCE OF THE CAPE OF GOOD HOPE

The following correction to Proclamation No. R. 161, dated 8 September 1989, is hereby published for general information:

In the English and Afrikaans text of the Schedule to the said Proclamation, the words “Farms” and “Plaas” are substituted by the word “Erf”.

(File: GB6/5/2/1/K26/210/1)

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

Use it.

Don't abuse  it.

water is for everybody

LYS VAN VASTE TARIEWE EN VOORWAARDES VIR DIE PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT VANAF 1 MEI 1989

LIST OF FIXED TARIFF RATES AND CONDITIONS FOR THE PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE FROM 1 MAY 1989

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
Besigheidskennisgewings	10,00
Boedelwettiekennisgewings: Vorms J 297, J 295, J 193 en J 187	4,00
Derdeparty-assuransie-eise om skadevergoeding Vorm MVA	5,00
Insolvensiewet- en maatskappywettiekennisgewings: J 28, J 29, Vorms 1 tot 9	8,00
L.W.—Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
Naamsverandering (twee plasinge)	40,00
Onopgeëiste geld—slegs in die buitengewone Staatskoerant, sluitingsdatum 15 Januarie (per inskrywing van "naam, adres en bedrag")	2,00
Slagterskennisgewings	10,00
Slumopruimingshofkennisgewings, per taal, per perseel	8,00
Verlore lewensversekeringspolisvorm VL	4,00
<i>Nie-gestandaardiseerde kennisgewings</i>	
Dranklisensie-kennisgewings in buitengewone Staatskoerant:	
(i) Transvaal verskyn voorlaaste Vrydag in Junie. Sluitingsdatum vir indiening eerste Vrydag in Junie	14,00
(ii) Kaap verskyn voorlaaste Vrydag in November. Sluitingsdatum vir indiening eerste Vrydag in November	14,00
(iii) OVS verskyn voorlaaste Vrydag in Januarie. Sluitingsdatum vir indiening eerste Vrydag in Januarie	14,00
(iv) Natal verskyn voorlaaste Vrydag in April. Sluitingsdatum vir indiening eerste Vrydag in April	14,00
Laat aansoeke vir plasing in gewone Staatskoerant	87,00
Geregtelike en ander openbare verkope:	
Geregtelike verkope	38,00
Openbare veilinge, verkope en tenders:	
Tot 75 woorde	11,00
76 tot 250 woorde	30,00
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	46,00
Handelsmerke in Suidwes-Afrika (volgens sentimeter tarief vir departemente)	
Likwidaaturs en ander aangesteltes se kennisgewings	14,00
Maatskappykennisgewings:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasië, ens.; sluiting van oordrag- of lederegisters en/of verklaring van dividende	9,00
Verklaring van dividende met profytstate, notas ingesluit	44,00
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele van kapitaal, aflossings, besluite, vrywillige likwidasië	66,00
Orders van die Hof:	
Voorlopige en finale likwidasië of sekwestrasies	25,00
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	66,00
Geregtelike besture, kurator bonis en soortgelyke en uitgebreide bevels nisi	66,00
Verlenging van keurdatum	8,00
Tersydestelling en afwysings van petisië (J 158)	8,00

LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion</i>
	R
Administration of Estates Acts notices: Forms J 297, J 295, J 193 and J 187	4,00
Business notices	10,00
Butcher's notices	10,00
Change of name (two insertions)	40,00
Insolvency Act and Company Acts notices: J 28, J 29, Forms 1 to 9	8,00
N.B.—Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
Lost life insurance policies Form VL	4,00
Slum Clearance Court notices, per language per premises	8,00
Third party insurance claims for compensation Form MVA	5,00
Unclaimed moneys—only in the extraordinary Government Gazette, closing date 15 January (per entry of "name, address and amount")	2,00
<i>Non-standardised notices</i>	
Company notices:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	19,00
Declaration of dividend with profit statements, including notes	44,00
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	66,00
Liquidator's and other appointees' notices	14,00
Liquor Licence notices in extraordinary Gazette:	
(i) Transvaal appear on last Friday but one in June. Closing date for acceptance first Friday in June	14,00
(ii) Cape appear on last Friday but one in November. Closing date for acceptance first Friday in November	14,00
(iii) OVS appear on last Friday but one in January. Closing date for acceptance first Friday in January	14,00
(iv) Natal appear on last Friday but one in April. Closing date for acceptance first Friday in April	14,00
Late applications for publication in ordinary Government Gazette	87,00
Orders of the Court:	
Provisional and final liquidations or sequestrations	25,00
Reductions or changes in capital, mergers, offer of compromise	66,00
Judicial managements, curator bonis and similar and extensive rules nisi	66,00
Extension of return date	8,00
Supersessions and discharge of petitions (J 158)	8,00
Sales in executions and other public sales:	
Sales in execution	38,00
Public auctions, sales and tenders:	
Up to 75 words	11,00
76 to 250 words	30,00
251 to 350 words (more than 350 words—calculate in accordance with word count table)	46,00
Trade Marks in South West Africa (according to centimetre tariff for department)	

WOORDETAL-TABEL

Vir algemene kennisgewings wat nie onder bovermelde opskrifte met vaste tariewe ressorteer nie en wat 1 600 of minder woorde beslaan, moet die tabel van woordetal-tariewe gebruik word. Kennisgewings met meer as 1 600 woorde, of waar twyfel bestaan, moet vooraf ingestuur word soos in die Voorwaardes par. 10 (2), voorgeskryf:

Aantal woorde in kopie Number of words in copy	Een plasing One insertion	Twee plasinge Two insertions	Drie plasinge Three insertions
	R	R	R
1- 100.....	14,00	20,00	24,00
101- 150.....	21,00	30,00	36,00
151- 200.....	28,00	40,00	48,00
201- 250.....	35,00	50,00	60,00
251- 300.....	42,00	60,00	72,00
301- 350.....	49,00	70,00	84,00
351- 400.....	56,00	80,00	96,00
401- 450.....	63,00	90,00	108,00
451- 500.....	70,00	100,00	120,00
501- 550.....	77,00	110,00	132,00
551- 600.....	84,00	120,00	144,00
601- 650.....	91,00	130,00	156,00
651- 700.....	98,00	140,00	168,00
701- 750.....	105,00	150,00	180,00
751- 800.....	112,00	160,00	192,00
801- 850.....	119,00	170,00	204,00
851- 900.....	126,00	180,00	216,00
901- 950.....	133,00	190,00	228,00
951-1 000.....	140,00	200,00	240,00
1 001-1 300.....	182,00	260,00	312,00
1 301-1 600.....	224,00	320,00	384,00

WORD COUNT TABLE

For general notices which do not belong under above-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the word count table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication as prescribed in par. 10 (2) of the Conditions.

AANSOEKE OM OPENBARE PADVERVOERPERMITTE**Sluitingstye vir die aanname van kennisgewings**

Kennisgewings moet nie later as 15:00 op die Vrydag, twee kalenderweke voor datum van publikasie, ingedien word nie.

APPLICATIONS FOR PUBLIC ROAD CARRIER PERMITS**Closing times for the acceptance of notices**

Notices must be handed in not later than 15:00 on the Friday, two calendar weeks before the date of publication.

BELANGRIKE AANKONDIGING
SLUITINGSTYE VIR WETLIKE KENNISGEWINGS
EN GOEWERMENSKENNISGEWINGS
1989

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- 20 Desember, Woensdag, vir die uitgawe van Vrydag 29 Desember.
- 28 Desember, Donderdag, die uitgawe van Vrydag 5 Januarie.

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede aanvaar word, sal 'n dubbeltarief gehef word.

Wanneer 'n aparte *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word.

IMPORTANT ANNOUNCEMENT
CLOSING TIMES FOR LEGAL NOTICES AND
GOVERNMENT NOTICES
1989

The closing time is 15:00 sharp on the following days:

- 20 December, Wednesday, for the issue of Friday 29 December.
- 28 December, Thursday, for the issue of Friday 5 January.

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged.

The copy for a separate *Government Gazette* must be handed in not later than three calendar weeks before date of publication.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die Redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk in een omslag gepubliseer, maar met onreëlmatige tussenpose; elke deel bevat 10 kleurplate. Intekengeld bedra R15 per uitgawe van twee dele (buitelands R16 per uitgawe): Vier dele per band. Vanaf band 27 is die prys per band in rexine gebind R40; in luukse rexine gebind R45. (Buitelands, rexine gebind R45; luukse band R50).

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates. Two parts are published in one cover and costs R15 per issue of two parts (other countries R16 per issue). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Rexine binding, R40; de luxe binding R45 (other countries, rexine binding R45; de luxe binding R50).

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

PHYTOPHYLACTICA

Hierdie publikasie bevat artikels oor plantpatologie, mikologie, mikrobiologie, entomologie, nematologie en ander dierkundige plantplae. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R5 plus AVB per eksemplaar of R20 per jaar, posvry (Buitelands R6,25 per eksemplaar of R25 per jaar).

PHYTOPHYLACTICA

This publication deals with plant pathology, mycology, microbiology, entomology, nematology, and other zoological plant pests. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R5 plus GST per copy or R20 per annum, post free (Other countries R6,25 per copy or R25 per annum).

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