

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Verkoopprys • Selling price
(AVB uitgesluit/GST excluded)

Plaaslik **60c** Local
Buitelands **85c** Other countries
Posvry • Post free

**Regulasiekoerant
Regulation Gazette
No. 4456**

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

Vol. 296

PRETORIA, 23 FEBRUARIE
FEBRUARY 1990

No. 12302

GOEWERMENTSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU- ONTWIKKELING

No. R. 350 23 Februarie 1990

NGWANGWANE-BESPROEIINGSRAAD, DISTRIK UNDERBERG, NATAL.—TOEWYSING VAN WERKSAAMHEDE, BEVOEGDHEDE EN PLIGTE

Kragtens die bevoegdheid my verleen by artikel 89 (1) van die Waterwet, 1956 (Wet No. 54 van 1956), wys ek, André Isak van Niekerk, in my hoedanigheid van Minister van Landbou-ontwikkeling in die Ministersraad van die Volksraad, hierby die werksaamhede, bevoegdhede en pligte omskryf in artikel 89 (1) (f) en (h) van genoemde Wet aan die Ngwangwane-besproeiingsraad toe.

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

DEPARTEMENT VAN LANDBOU- ONTWIKKELING

No. R. 351 23 Februarie 1990

KOONAPRIVIER-BESPROEIINGSRAAD, AFDELINGS ADELAIDE, ALBANY, BEDFORD EN FORT BEAUFORT, KAAPPROVINSIE.—TOEWYSING VAN WERKSAAMHEDE, BEVOEGDHEDE EN PLIGTE

Kragtens die bevoegdheid my verleen by artikel 89 (1) van die Waterwet, 1956 (Wet No. 54 van 1956), wys ek, André Isak van Niekerk, in my hoedanigheid van Minister van Landbou-ontwikkeling in die Ministersraad van die Volksraad, hierby die werksaamhede, bevoegdhede en pligte omskryf in artikel 89 (1) (a), (b), (d), (e), (f), (g), (h) en (j) van die Waterwet, 1956 (Wet No. 54 van 1956), aan die Koonaprivier-besproeiingsraad toe.

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

GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

No. R. 350 23 February 1990

NGWANGWANE IRRIGATION BOARD, DISTRICT OF UNDERBERG, NATAL.—ASSIGNMENT OF FUNCTIONS, POWERS AND DUTIES

By virtue of the powers vested in me by section 89 (1) of the Water Act, 1956 (Act No. 54 of 1956), I, André Isak van Niekerk, in my capacity as Minister of Agricultural Development in the Ministers' Council of the House of Assembly, hereby assign to the Ngwangwane Irrigation Board the functions, powers and duties defined in section 89 (1) (f) and (h) of the said Act.

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

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

No. R. 351 23 February 1990

KOONAP RIVER IRRIGATION BOARD, DIVISIONS OF ADELAIDE, ALBANY, BEDFORD AND FORT BEAUFORT, CAPE PROVINCE.—ASSIGNMENT OF FUNCTIONS, POWERS AND DUTIES

By virtue of the powers vested in me by section 89 (1) of the Water Act, 1956 (Act No. 54 of 1956), I, André Isak van Niekerk, in my capacity as Minister of Agricultural Development in the Ministers' Council of the House of Assembly, hereby assign to the Koonap River Irrigation Board the functions, powers and duties defined in section 89 (1) (a), (b), (d), (e), (f), (g), (h) and (j) of the Water Act, 1956 (Act No. 54 of 1956).

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

DEPARTEMENT VAN FINANSIES**No. R. 314****23 Februarie 1990****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 1 (No. 1/1/210)**

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

G. MARAIS,

Adjunk-minister van Finansies.

DEPARTMENT OF FINANCE**No. R. 314****23 February 1990****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 1 (No. 1/1/210)**

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

G. MARAIS,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
84.36	“.30	1	Deur subpos No. 8436.29.20 deur die volgende te vervang: Drinkbakke van plastieke, met 'n binnedeursnee van meer as 200 mm, vir pluimvee	getal	1 550c elk min 100%	

Opmerking.—Die voorsiening vir pluimveedrinkbakke, van plastieke, word herskryf om dié met 'n binnedeursnee van hoogstens 200 mm uit te sluit.

SCHEDULE

Head- ing	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
84.36	“.30	1	By the substitution for subheading No. 8436.29.20 of the following: Drinking troughs of plastics, with an inside diameter exceeding 200 mm, for poultry	no.	1 550c each less 100%	

Note.—The provision for poultry drinking troughs, of plastics, is restated to exclude those with an inside diameter not exceeding 200 mm.

No. R. 315**23 Februarie 1990****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 1 (No. 1/1/211)**

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

G. MARAIS,

Adjunk-minister van Finansies.

No. R. 315**23 February 1990****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 1 (No. 1/1/211)**

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

G. MARAIS,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
39.17	“.90	0	Deur subpos No. 3917.21.90 deur die volgende te vervang: Ander	kg	30%	
	“.90	7	Deur subpos No. 3917.22.90 deur die volgende te vervang: Ander	kg	30%	
	“.90	3	Deur subpos No. 3917.23.90 deur die volgende te vervang: Ander	kg	30%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
39.22	".90	1	Deur subpos No. 3917.29.90 deur die volgende te vervang: Ander	kg	30%	
			Deur subpos No. 3917.31.90 deur die volgende te vervang: Ander	kg	30%	
	".90	5	Deur subpos No. 3917.32.90 deur die volgende te vervang: Ander	kg	30%	
			Deur subpos No. 3917.33 deur die volgende te vervang: Ander	kg	30%	
	".90	2	Ander, nie met ander stowwe versterk of andersins gekombineer nie, met toebehore	kg	30%	
			Deur subpos No. 3917.39.90 deur die volgende te vervang: Ander	kg	30%	
	".90	6	Deur subpos No. 3917.40 deur die volgende te vervang: Toebehore	kg	30%	
			Deur subpos No. 3922.10 deur die volgende te vervang: Baddens, stortbaddens en waskomme	getal	30%	
	".90	0	Deur subpos No. 3922.90.90 deur die volgende te vervang: Ander	getal	30%	
			Deur subpos No. 3923.10 deur die volgende te vervang: Kiste, kaste, kratte en dergelike artikels	kg	30%	
39.23	".90	9	Deur subpos No. 3923.21.90 deur die volgende te vervang: Ander	kg	30%	
			Deur subpos No. 3923.29.90 deur die volgende te vervang: Ander	kg	30%	
	".90	1	Deur subpos No. 3923.30 deur die volgende te vervang: Karba's, bottels, vlesse en dergelike artikels	kg	30%	
			Deur subpos No. 3923.40.90 deur die volgende te vervang: Ander	kg	30%	
	".90	1	Deur subpos No. 3923.50 deur die volgende te vervang: Proppe, deksels, doppies en ander toemaakartikels	kg	30%	
			Deur subpos No. 3923.90.90 deur die volgende te vervang: Ander	kg	30%	
	".90	4	Deur poste Nos. 39.24 en 39.25 deur die volgende te vervang: Tafelgerei, kombuisgerei, ander huishoudelike artikels en toilet artikels, van plastieke.	kg	30%	
			Tafelgerei en kombuisgerei	kg	30%	
	".90	2	Ander	kg	30%	
			Bouersbenodigdhede van plastieke, nie elders vermeld of ingesluit nie.	kg	30%	
39.24 en 39.25	".90	6	Reservoirs, tenke, vate en dergelike houers, met 'n inhoudsmaat van meer as 300ℓ	kg	30%	
			Deure, vensters en hulle rame en deurdrumpels	kg	30%	
	".90	9	Luike, blinders (met inbegrip van horjieblindes) en dergelike artikels en onderdele daarvan	kg	30%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
39.26	3925.90	6	Ander Deur subpos No. 3926.10.90 deur die volgende te vervang:	kg	30% "	
	" .90	9	Ander Deur subpos No. 3926.20.90 deur die volgende te vervang:	kg	30% "	
	" .90	3	Ander Deur subposte No. 3926.30 en 3926.40 deur die volgende te vervang:	kg	30% "	
	"3926.30	2	Toebehore vir meubels, koetswerk of soortgelyke artikels	kg	30%	
	3926.40	7	Beeldjies en ander ornamentele artikels Deur subpos No. 3926.90.13 te skrap. Deur subpos No. 3926.90.50 te skrap. Deur subpos No. 3926.90.90 deur die volgende te vervang:	kg	30% "	
42.02	" .90	5	Ander Deur subpos No. 4202.39.10 deur die volgende te vervang:	kg	30% "	
	" .10	2	Van plastieke (uitgesonderd velle van plastieke)	getal	20% "	
49.10			Deur subpos No. 4910.00.10 te skrap.			
71.17			Deur subpos No. 7117.90.20 deur die volgende te vervang:			
84.80	" .20	3	Van plastieke (uitgesonderd artikels van krale en mansjet- en halsknope)		20% "	
	" .10	6	Deur subpos No. 8480.30.10 deur die volgende te vervang: Van plastieke		30% "	
91.13	" .10	8	Deur subpos No. 9113.90.10 deur die volgende te vervang: Van plastieke	getal	30% "	
94.05	" .05	5	Deur subpos No. 9405.10.05 deur die volgende te vervang: Van plastieke (uitgesonderd soekliggies)	getal	30% "	
	" .10	6	Deur subpos No. 9405.20.10 deur die volgende te vervang: Van plastieke	getal	30% "	
	" .05	9	Deur subpos No. 9405.40.05 deur die volgende te vervang: Van plastieke (uitgesonderd skeepsnavigasie-lampe en soekligte)	getal	30% "	
	" .90	9	Deur subpos No. 9405.50.05 te skrap. Deur subpos No. 9405.60.10 te skrap. Deur subpos No. 9405.92.90 deur die volgende te vervang: Ander		30% "	
	" .20	1	Deur subpos No. 9406.00.10 te skrap. Deur subpos No. 9615.90.20 deur die volgende te vervang: Ander, van plastieke		30% "	
97.01			Deur subpos No. 9701.90.10 te skrap.			

Opmerking.—Die uitwerking van hierdie wysiging is dat die skale van reg op sekere produkte van plastieke gewysig word.

SCHEDULE

Head- ing	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
39.17			By the substitution for subheading No. 3917.21.90 of the following:			
	“.90	0	Other	kg	30%”	
			By the substitution for subheading No. 3917.22.90 of the following:			
	“.90	7	Other	kg	30%”	
			By the substitution for subheading No. 3917.23.90 of the following:			
	“.90	3	Other	kg	30%”	
			By the substitution for subheading No. 3917.29.90 of the following:			
	“.90	1	Other	kg	30%”	
			By the substitution for subheading No. 3917.31.90 of the following:			
	“.90	5	Other	kg	30%”	
			By the substitution for subheading No. 3917.32.90 of the following:			
	“.90	1	Other	kg	30%”	
			By the substitution for subheading No. 3917.33 of the following:			
	“3917.33	2	Other, not reinforced or otherwise combined with other materials, with fittings	kg	30%”	
			By the substitution for subheading No. 3917.39.90 of the following:			
	“.90	6	Other	kg	30%”	
			By the substitution for subheading No. 3917.40 of the following:			
	“3917.40	8	Fittings	kg	30%”	
39.22			By the substitution for subheading No. 3922.10 of the following:			
	“3922.10	9	Baths, shower-baths and wash-basins	no.	30%”	
			By the substitution for subheading No. 3922.90.90 of the following:			
	“.90	0	Other	no.	30%”	
39.23			By the substitution for subheading No. 3923.10 of the following:			
	“3923.10	2	Boxes, cases, crates and similar articles	kg	30%”	
			By the substitution for subheading No. 3923.21.90 of the following:			
	“.90	9	Other	kg	30%”	
			By the substitution for subheading No. 3923.29.90 of the following:			
	“.90	1	Other	kg	30%”	
			By the substitution for subheading No. 3923.30 of the following:			
	“3923.30	1	Carboys, bottles, flasks and similar articles	kg	30%”	
			By the substitution for subheading No. 3923.40.90 of the following:			
	“.90	1	Other	kg	30%”	
			By the substitution for subheading No. 3923.50 of the following:			
	“3923.50	2	Stoppers, lids, caps and other closures	kg	30%”	
			By the substitution for subheading No. 3923.90.90 of the following:			
	“.90	4	Other	kg	30%”	
39.24 and 39.25			By the substitution for subheadings Nos. 39.24 and 39.25 of the following:			
“39.24			Tableware, kitchenware, other household articles and toilet articles, of plastics.			
	3924.10	6	Tableware and kitchenware	kg	30%	

Head- ing	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
39.25	3924.90	2	Other Builders' ware of plastics, not elsewhere specified or included.	kg	30% "	
	"3925.10	6	Reservoirs, tanks, vats and similar containers, of a capacity exceeding 300 l	kg	30%	
	3925.20	4	Doors, windows and their frames and thresholds for doors	kg	30%	
	3925.30	9	Shutters, blinds (including venetian blinds) and similar articles and parts thereof	kg	30%	
	3925.90	6	Other	kg	30% "	
39.26			By the substitution for subheading No. 3926.10.90 of the following:			
	"90	9	Other	kg	30% "	
			By the substitution for subheading No. 3926.20.90 of the following:			
	"90	3	Other	kg	30% "	
			By the substitution for subheadings Nos. 3926.30 and 3926.40 of the following:			
	"3926.30	2	Fittings for furniture, coachwork or the like	kg	30%	
	3926.40	7	Statuettes and other ornamental articles	kg	30% "	
			By the deletion of subheading No. 3926.90.13.			
			By the deletion of subheading No. 3926.90.50.			
			By the substitution for subheading No. 3926.90.90 of the following:			
	"90	5	Other	kg	30% "	
42.02			By the substitution for subheading No. 4202.39.10 of the following:			
	"10	2	Of plastics (excluding sheeting of plastics)	no.	20% "	
49.10			By the deletion of subheading No. 4910.00.10.			
71.17			By the substitution for subheading No. 7117.90.20 of the following:			
	"20	3	Of plastics (excluding articles of beads and cuff-links and studs)		20% "	
84.80			By the substitution for subheading No. 8480.30.10 of the following:			
	"10	6	Of plastics		30% "	
91.13			By the substitution for subheading No. 9113.90.10 of the following:			
	"10	8	Of plastics	no.	30% "	
94.05			By the substitution for subheading No. 9405.10.05 of the following:			
	"05	5	Of plastics (excluding spotlights)	no.	30% "	
			By the substitution for subheading No. 9405.20.10 of the following:			
	"10	6	Of plastics	no.	30% "	
			By the substitution for subheading No. 9405.40.05 of the following:			
	"05	9	Of plastics (excluding ships' navigation lamps and searchlights)	no.	30% "	
			By the deletion of subheading No. 9405.50.05.			
			By the deletion of subheading No. 9405.60.10.			
			By the substitution for subheading No. 9405.92.90 of the following:			
	"90	9	Other		30% "	
94.06			By the deletion of subheading No. 9406.00.10.			
96.15			By the substitution for subheading No. 9615.90.20 of the following:			
	"20	1	Other, of plastics		30% "	
97.01			By the deletion of subheading No. 9701.90.10.			

Note. — The effect of this amendment is that the rates of duty on certain articles of plastics are amended.

No. R. 316

23 Februarie 1990

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/212)

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

G. MARAIS,
Adjunk-minister van Finansies.

No. R. 316

23 February 1990

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/212)

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

G. MARAIS,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
84.11			Deur subpos No. 8411.2 deur die volgende te vervang:			
	"8411.2		Turbineskroewe:			
	8411.21	5	Met 'n vermoë van hoogstens 1 100 kW	getal	vry	
	8411.22	1	Met 'n vermoë van meer as 1 100 kW	getal	vry	

Opmerking. — Subpos No. 8411.2 word herskryf.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
84.11			By the substitution for subheading No. 8411.2 of the following:			
	"8411.2		Turbo-propellers:			
	8411.21	5	Of a power not exceeding 1 100 kW	no.	free	
	8411.22	1	Of a power exceeding 1 100 kW	no.	free	

Note. — Subheading No. 8411.2 is restated.

No. R. 317

23 Februarie 1990

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/215)

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

G. MARAIS,
Adjunk-minister van Finansies.

No. R. 317

23 February 1990

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/215)

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

G. MARAIS,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
85.42			Deur subpos No. 8542.90 deur die volgende te vervang:			
	"8542.90		Onderdele:			
	.10	1	Van elektroniese geïntegreerde kringe		vry	
	.90	2	Ander		5%	

Opmerking. — Spesifieke voorsiening word gemaak vir onderdele van elektroniese geïntegreerde kringe en die skaal van reg daarop word van 5 % na vry verlaag.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
85.42			By the substitution for subheading No. 8542.90 of the following:			
	"8542.90		Parts:			
	.10	1	Of electronic integrated circuits		free	
	.90	2	Other		5%	

Note. — Specific provision is made for parts of electronic integrated circuits and the rate of duty thereon is reduced from 5 % to free.

No. R. 318

23 Februarie 1990

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/90)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

G. MARAIS,
Adjunk-minister van Finansies.

No. R. 318

23 February 1990

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/90)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

G. MARAIS,
Deputy Minister of Finance.

BYLAE

I Korting- Item	II			III Mate van Korting	Anno- taties
	Tariefpos	Korting- kode	T. S.		
316.21					
	"3705.90	01.06	60	Volle reg"	
	"3919.10	01.06	69	Volle reg"	

Opmerkings. — 1. Voorsiening word gemaak vir 'n volle korting op reg op fotografiese plate en film, belig en ontwikkel, en sekere selfklewende film van polimere van vinylchloried, vir die vervaardiging van elektroniese geïntegreerde stroombane.

2. Die voorsiening vir 'n korting op reg op sekere onderdele vir die vervaardigers van elektroniese stroombane word geskrap aangesien dié onderdele nou vry van reg is.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
316.21					
	"3705.90	01.06	60	Full duty"	
	"3919.10	01.06	69	Full duty"	

Notes. — 1. Provision is made for a rebate of the full duty on photographic plates and film, exposed and developed, and certain self-adhesive film of polymers of vinyl chloride, for the manufacture of electronic integrated circuits.

2. The provision for the rebate of duty on certain parts for the manufacture of electronic integrated circuits is deleted as they are now free of duty.

No. R. 319

23 Februarie 1990

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/216)

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. 319

23 February 1990

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/216)

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	Annotasies
15.16			Deur subpos No. 1516.20.80 te skrap.			

Opmerking. — Subpos No. 1516.20.80 word met terugwerkende krag tot 1 Januarie 1988 geskrap.

SCHEDULE

Head-ing	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
15.16			By the deletion of subheading No. 1516.20.80.			

Note. — Subheading No. 1516.20.80 is deleted with retrospective effect to 1 January 1988.

No. R. 320**23 Februarie 1990****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 3 (No. 3/89)**

Kragtens artikels 48A en 75 van die Doeane- en Aksynswet, 1964—

- (1) word Bylae 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
- (2) word hierdie wysiging, vir sover dit betrekking het op tariefpos No. 3903.90, geag op 1 Januarie 1988 in werking te getree het.

G. MARAIS,
Adjunk-minister van Finansies.

No. R. 320**23 February 1990****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 3 (No. 3/89)**

Under sections 48A and 75 of the Customs and Excise Act, 1964—

- (1) Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
- (2) this amendment, in so far as it relates to tariff heading No. 3903.90, shall be deemed to have come into operation on 1 January 1988.

G. MARAIS,
Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Anno- tasies
	Tariefpos	Korting- kode	T. S.	Beskrywing		
307.03	“3903.90	01.06	63	Deur na tariefpos No. 39.03 die volgende in te voeg: Metielmetakrilaatbutadienstireen, vir die vervaardiging van bottels en kruike Deur tariefpos No. 39.06 te skrap.	Volle reg”	

Opmerkings. — 1. Die uitwerking van hierdie wysiging is dat die voorsiening vir 'n korting op reg op metiel-metakrilaatbutadienstireen vir die vervaardiging van bottels en kruike van plastieke, van tariefpos No. 39.06 na tariefpos No. 3903.90 oorgeplaas word, met terugwerkende krag tot 1 Januarie 1988.

2. Die voorsiening vir 'n korting op reg op die vormpoeiers van tariefpos No. 39.06 word geskrap aangesien die poeiers vry van reg is.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
307.03	“3903.90	01.06	63	By the insertion after tariff heading No. 39.03 of the following: Methyl methacrylate-butadiene-styrene, for the manufacture of bottles and jars By the deletion of tariff heading No. 39.06	Full duty”	

Notes. — 1. The effect of this amendment is that the provision for a rebate of duty on methyl methacrylate-butadiene-styrene for the manufacture of bottles and jars of plastics, is transferred from tariff heading No. 39.06 to tariff heading No. 3903.90, with retrospective effect to 1 January 1988.

2. The provision for a rebate of duty on the moulding powders of tariff heading No. 39.06 is deleted as these powders are free of duty.

No. R. 321

23 Februarie 1990

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/43)

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

G. MARAIS,
Adjunk-minister van Finansies.

No. R. 321

23 February 1990

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/43)

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

G. MARAIS,
Deputy Minister of Finance.

BYLAE

I Korting- Item	II				III Mate van Korting	Anno- taties
	Tariefpos	Korting- kode	T. S.	Beskrywing		
412.21				Deur na kortingitem 412.20 die volgende in te voeg:		
"412.21	00.00	01.00	02	Masjinerie en meganiese toestelle en elektriese masjinerie en toerusting van Hoofstukke 84 en 85 van Bylae 1, wat in meer as een besending ingevoer word as gevolg van stakings, uitsluitings of ander oorsake buite beheer van die invoerder en die verskaffer, onderworpe aan die voorafgoedkeuring van die Kommissaris	Hoogstens die reg wat die bedrag aan reg oorskry wat betaalbaar sou wees indien die goedere in 'n enkele besending ingevoer sou wees"	

Opmerking. — Voorsiening word gemaak vir 'n korting op reg op sekere goedere wat onder bepaalde omstandighede in 'n ongemonteerde toestand in meer as een besending ingevoer word.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
412.21				By the insertion after rebate item 412.20 of the following:		
"412.21	00.00	01.00	02	Machinery and mechanical appliances and electrical machinery and equipment of Chapters 84 and 85 of Schedule 1, which are imported in more than one consignment as a result of strikes, shutouts or other causes beyond the control of the importer and the supplier, subject to the prior permission of the Commissioner	Not exceeding the duty in excess of the amount of duty that would have been due had the goods been imported in a single consignment"	

Note. — Provision is made for a rebate of the duty on certain goods which, under specified conditions are imported in an unassembled condition in more than one consignment.

No. R. 324

23 Februarie 1990

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/209)

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. 324

23 February 1990

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/209)

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

Met werking tot en met 13 April 1989

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
62.03			Deur subpos No. 6203.41.20 deur die volgende te vervang:			
	“.20	3	Bef-en-skouerbandoorpakke	getal	35% of 350 c/kg netto min 65% met 'n maksimum van 250 c/kg netto"	
			Deur subpos No. 6203.42.20 deur die volgende te vervang:			
	“.20	1	Bef-en-skouerbandoorpakke	getal	35% of 350 c/kg netto min 65% met 'n maksimum van 250 c/kg netto"	
			Deur subpos No. 6203.43.20 deur die volgende te vervang:			
	“.20	6	Bef-en-skouerbandoorpakke	getal	35% of 350 c/kg netto min 65% met 'n maksimum van 250 c/kg netto"	
			Deur subpos No. 6203.49.20 deur die volgende te vervang:			
	“.20	4	Bef-en-skouerbandoorpakke	getal	35% of 350 c/kg netto min 65% met 'n maksimum van 250 c/kg netto"	

Met ingang van 14 April 1989

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
62.03			Deur subpos No. 6203.41.20 deur die volgende te vervang:			
	“.20	3	Bef-en-skouerbandoorpakke	getal	30% "	
			Deur subpos No. 6203.42.20 deur die volgende te vervang:			
	“.20	1	Bef-en-skouerbandoorpakke	getal	30% "	
			Deur subpos No. 6203.43.20 deur die volgende te vervang:			
	“.20	6	Bef-en-skouerbandoorpakke	getal	30% "	
			Deur subpos No. 6203.49.20 deur die volgende te vervang:			
	“.20	4	Bef-en-skouerbandoorpakke	getal	30% "	

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

SCHEDULE

With effect up to and including 13 April 1989

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
62.03	06455003		By the substitution for subheading No. 6203.41.20 of the following:			
	“.20	3	Bib and brace overalls	no.	35% or 350 c/kg net less 65% with a maximum of 250 c/kg net"	

Head- ing	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
	"20	1	By the substitution for subheading No. 6203.42.20 of the following: Bib and brace overalls	no.	35% or 350 c/kg net less 65% with a maximum of 250 c/kg net"	
	"20	6	By the substitution for subheading No. 6203.43.20 of the following: Bib and brace overalls	no.	35% or 350 c/kg net less 65% with a maximum of 250 c/kg net"	
	"20	4	By the substitution for subheading No. 6203.49.20 of the following: Bib and brace overalls	no.	35% or 350 c/kg net less 65% with a maximum of 250 c/kg net"	

With effect from 14 April 1989

Head- ing	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
62.03	"20	3	By the substitution for subheading No. 6203.41.20 of the following: Bib and brace overalls	no.	30% "	
	"20	1	By the substitution for subheading No. 6203.42.20 of the following: Bib and brace overalls	no.	30% "	
	"20	6	By the substitution for subheading No. 6203.43.20 of the following: Bib and brace overalls	no.	30% "	
	"20	4	By the substitution for subheading No. 6203.49.20 of the following: Bib and brace overalls	no.	30% "	

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

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 383

23 Februarie 1990

WET OP SKADELIKE SAKEPRAKTYKE, 1988

VORM VAN DAGVAARDING

Ek, Kent Diederich Skelton Durr, Minister van Handel en Nywerheid en Toerisme vaardig hierby kragtens artikel 16 saamgelees met artikel 5 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), en op aanbeveling van die Sakepraktykekomitee die regulasies uit soos in die Bylae vervat.

K. D. S. DURR,
Minister van Handel en Nywerheid en Toerisme.

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 383

23 February 1990

HARMFUL BUSINESS PRACTICES ACT, 1988

FORM OF SUMMONS

I, Kent Diederich Skelton Durr, Minister of Trade and Industry and Tourism, do hereby, in terms of section 16, read with section 5 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), and on the recommendation of the Business Practices Committee, promulgate the regulations set out in the Schedule.

K. D. S. DURR,
Minister of Trade and Industry and Tourism.

BYLAE

1. Vir doeleindes van artikel 5 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), is die vorm van 'n dagvaarding die volgende—

DAGVAARDING

DAGVAARDING OM VOOR DIE SAKEPRAKTYKEKOMITEE TE VERSKYN EN/OF OM BOEKE, STUKKE OF ANDER VOORWERPE OOR TE LÊ AAN GEMELDE KOMITEE

AAN:

NEEM KENNIS DAT U

deur middel van hierdie dagvaarding wat uitgereik word kragtens artikel 5 (1) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), aangesê word om persoonlik op om te te verskyn om enige inligting te verstrek oor en/of om die boeke, stukke of ander voorwerpe hieronder gelys en wat in u besit of onder u beheer is aan die Sakepraktykekomitee (hierna die Komitee genoem) oor te lê.

NEEM VERDER KENNIS DAT

Artikel 5 (4) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), bepaal dat iemand wat gedagvaar is om voor die Komitee te verskyn en wat sonder voldoende rede versuim om op die tyd en plek in die dagvaarding aangegee, te verskyn, of om aanwesig te bly totdat die Voorsitter van die Komitee hom verlof gegee het om weg te bly of wat na verskyning weier om die eed af te lê of 'n bevestiging te doen nadat die Voorsitter hom gevra het om dit te doen of wat, na eedaflegging, of bevestiging versuim om 'n wettig aan hom gestelde vraag ten volle en op bevredigende wyse te beantwoord, of wat versuim om 'n boek, stuk of ander voorwerp oor te lê wat in sy besit of onder sy beheer is en wat hy volgens voorskrif van sy dagvaarding moet oorlê, of wat valse getuienis aflê in die wete dat daardie getuienis vals is of terwyl hy nie weet of nie dink dat dit juis is nie, aan 'n misdryf skuldig is.

GETEKEN TE OP HIERDIE DAG
VAN

VOORSITTER:
SAKEPRAKTYKEKOMITEE

2. Kennisgewing No. R. 1625 van 12 Augustus 1988 word hierby herroep.

DEPARTEMENT VAN MANNEKRAG

No. R. 389 23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956

TEKSTIELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—HERNUWING VAN OOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 2069 van 21 September 1979, R. 207 van 5 Februarie 1982, R. 44 van 4 Januarie 1985, R. 501 van 21 Maart 1986, R. 1159 van 29 Mei 1987, R. 2840 van 24 Desember 1987 en R. 998 van 27 Mei 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1990, eindig.

E. VANDER M. LOUW,
Minister van Mannekrag.

SCHEDULE

1. For purposes of section 5 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), the form of a summons shall be as follows—

SUMMONS

SUMMONS TO APPEAR BEFORE THE BUSINESS PRACTICES COMMITTEE AND/OR TO SUBMIT BOOKS, DOCUMENTS OR OTHER OBJECTS TO THE SAID COMMITTEE

TO:

TAKE COGNISANCE THAT YOU

by means of this summons issued by virtue of section 5 (1) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), are called upon to appear personally on at to furnish any information on and/or to submit books, documents or other objects as listed hereunder and which are in your possession or under your control, to the Business Practices Committee, hereafter called the Committee.

TAKE FURTHER COGNISANCE THAT

Section 5 (4) of the Harmful Business Practice Act, 1988 (Act No. 71 of 1988), stipulates that any person who has been summoned to appear before the Committee and who without sufficient cause, fails to attend at the time and place specified in the summons or to remain in attendance until he is excused by the Chairman of the Committee from further attendance, or having attended, refuses to take an oath or to make an affirmation after he has been requested by the Chairman to do so, or, having taken an oath or having made an affirmation fails to answer fully and satisfactorily any question lawfully put to him, or fails to produce any book, document or other object in his possession or under his control which he has been summoned to produce, or gives false evidence, knowing such evidence to be false or not knowing or not believing it to be true, shall be guilty of an offence.

SIGNED AT ON THE DAY OF

CHAIRMAN:
BUSINESS PRACTICES COMMITTEE

2. Notice No. R. 1625 of 12 August 1988 is hereby repealed.

DEPARTMENT OF MANPOWER

No. R. 389 23 February 1990

LABOUR RELATIONS ACT, 1956

TEXTILE INDUSTRY, REPUBLIC OF SOUTH AFRICA.—RENEWAL OF AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 2069 of 21 September 1979, R. 207 of 5 February 1982, R. 44 of 4 January 1985, R. 501 of 21 March 1986, R. 1159 of 29 May 1987, R. 2840 of 24 December 1987 and R. 998 of 27 May 1988, to be effective from the date of publication of this notice and for the period ending 30 June 1990.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 390

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956

TEKSTIELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN OOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 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) (b), met ingang van 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

NASIONALE NYWERHEIDSRaad VIR DIE TEKSTIELNYWERHEID VAN DIE REPUBLIEK VAN SUID-AFRIKA

OOREENKOMS

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

National Textile Manufacturers' Association

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

Amalgamated Clothing and Textile Workers Union S.A.

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

wat die partye is by die Nasionale Nywerheidsraad vir die Tekstielywerheid van die Republiek van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 2069 van 21 September 1979, soos gewysig en hernieu deur Goewermenskennisgewings Nos. R. 207 en R. 208 van 5 Februarie 1982, R. 43 en R. 44 van 4 Januarie 1985, R. 78 van 17 Januarie 1986, R. 501 van 21 Maart 1986, R. 65 van 9 Januarie 1987, R. 1159 van 29 Mei 1987, R. 2840 van 24 Desember 1987 en R. 998 van 27 Mei 1988, te hernieu en te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en wat by die Tekstielywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid in diens is.

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

No. R. 390

23 February 1990

LABOUR RELATIONS ACT, 1956

TEXTILE INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF 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 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) (b), shall be binding, with effect from 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

THE NATIONAL INDUSTRIAL COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA

AGREEMENT

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

National Textile Manufacturers' Association

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

Amalgamated Clothing and Textile Workers Union S.A.

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

being the parties to The National Industrial Council for the Textile Manufacturing Industry of the Republic of South Africa,

to renew and to amend the Agreement published under Government Notice No. R. 2069 of 21 September 1979, as amended and renewed by Government Notice Nos. R. 207 and R. 208 of 5 February 1982, R. 43 and R. 44 of 4 January 1985, R. 78 of 17 January 1986, R. 501 of 21 March 1986, R. 65 of 9 January 1987, R. 1159 of 29 May 1987, R. 2840 of 24 December 1987 and R. 998 of 27 May 1988.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) by all employers who are members of the employers' organisation and are engaged in the Textile Manufacturing Industry and by all employees who are members of the trade union and are employed in the Industry.

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

2. KLOUSULE 4. — BESOLDIGING

(1) Vervang subklausule (11) deur die volgende:

“(11) (a) Behoudens klausule 5 mag ’n werkgewer nie ’n kleiner loon betaal en mag ’n werknemer nie ’n kleiner loon aanvaar nie as wat daar in die Aanhangsel van hierdie Ooreenkoms vir so ’n werknemer se klas werk voorgeskryf word.

(b) Elke werknemer wat vir die betaalweek onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms van sy werkgewer ’n loon ontvang het wat hoër is as die loon wat vir sy klas werk in Kolom C van die vorige Aanhangsel van hierdie Ooreenkoms voorgeskryf word, moet, indien hy by dieselfde werkgewer werksaam is, vanaf die datum van inwerkingtreding van hierdie Ooreenkoms en solank hy in dié werk aanbly, besoldig word teen ’n loon wat nie minder is nie as die gemelde loon, plus—

R12,00 per week vir graad I, II en III;

R12,00 per week vir graad IV en V;

R13,00 per week vir graad VI;

R14,00 per week vir graad VII;

R15,00 per week vir graad VIII;

R17,00 per week vir graad IX.”

(2) Vervang subklausule (12) deur die volgende:

“(12) *Jaarlikse bonus.*—Elke werknemer met ’n volle jaar diens moet elke jaar in Desember ’n bonus van 2,5 % van sy bruto jaarlikse verdienste, uitgesonderd produksie, produktiwiteit en jaarlikse bonus betaal word.

Werknemers met minder as ’n volle jaar diens moet ’n *pro rata*-bedrag betaal word.”

3. KLOUSULE 5. — BETALING VAN BESOLDIGING

In subklausule (2), vervang die woord “derde” deur die woord “agste”.

4. KLOUSULE 8 (A). — KRAAMVERLOF

Vervang subklausule (3) (a) en (b) deur die volgende:

“(3) *Kraamverlof.*—(a) Vir die toepassing van hierdie klausule moet alle kraamverlof, behalwe dié in paragraaf (f) bedoel, as gemagtigde verlof beskou word.

(b) Kraamverlof duur vir ’n maksimum tydperk van ses maande om die tyd voor, gedurende en na die bevalling te dek, waarvan drie maande teen ’n koers van 33 persent van die werknemer se basiese weekloon voor enige aftrekkings betaal sal word, en die balans onbetaald is.”

5. KLOUSULE 9. — OPENBARE VAKANSIEDAE EN SONDAE

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

“(1) *Openbare vakansiedae.*—’n Werknemer, uitgesonderd ’n wag, is geregtig op verlof en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en verlof op nog twee dae, wat tussen die partye bepaal moet word, en moet ten opsigte van elke sodanige dag minstens die loon betaal word waarop hy gewoonlik geregtig sou gewees het as hy op daardie dag gewerk het: Met dien verstande dat—

(i) indien Geloftedag en/of Republiekdag op ’n Saterdag val, ’n werknemer wat vyf dae per week werk, geregtig is om een vyfde van sy gewone weekloon daarvoor betaal te word;

(ii) daar van ’n werknemer vereis kan word om op so ’n dag te werk.”

(2) Vervang subklausule (2) (a) en (b) deur die volgende:

“(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer ’n werknemer, uitgesonderd ’n veiligheidswag en wag of ’n los werknemer, werk op die vakansiedae wat in subklausule (1) voorgeskryf word, moet sy werkgewer hom vir elke sodanige dag die bedrag in subklausule (1) bedoel, plus sy uurloon vir die totale tydperk wat die werknemer altesaam op daardie dag gewerk het, betaal: Met dien verstande dat waar daar van so ’n werknemer vereis of hy toegelaat word om vir minder as vier uur op so ’n dag te werk, hy geag moet word vier uur te gewerk het.

(b) Wanneer ’n los werknemer werk op die vakansiedae wat in subklausule (1) voorgeskryf word, moet sy werkgewer hom vir elke sodanige dag minstens sy dagloon betaal, plus, ten opsigte van elke uur of deel van ’n uur aldus gewerk, dié besoldiging gedeel deur agt.”

2. CLAUSE 4. — REMUNERATION

(1) Substitute the following for subclause (11):

(11) (a) Subject to the provisions of clause 5, an employer shall not pay and an employee shall not accept wages less than those specified for such employee's class of work in the Annexure to this Agreement.

(b) Every employee who, for the pay-week immediately preceding the date of coming into operation of this agreement was receiving from his employer a wage in excess of the rate specified for his class of work in Column C of the previous Annexure to this Agreement shall, if in the employ of the same employer, be paid, with effect from the date of coming into operation of this Agreement and whilst he continues in such employment, not less than the said wage, plus—

R12,00 per week for Grades I, II and III;

R12,00 per week for Grades IV and V;

R13,00 per week for Grade VI;

R14,00 per week for Grade VII;

R15,00 per week for Grade VIII;

R17,00 per week for Grade IX.”

(2) Substitute the following for subclause (12):

“(12) *Annual bonus.*—Every employee with a full year's service in December each year shall receive a bonus of 2,5 % of his gross annual earnings, excluding production, productivity and annual bonus.

Employees having less than a full year's service shall be paid a *pro rata* amount.”

3. CLAUSE 5. — PAYMENT OF REMUNERATION

In subclause (2), substitute the word “eight” for the word “three”.

4. CLAUSE 8 (A). — MATERNITY LEAVE

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

“(3) *Maternity leave.*—(a) For the purposes of this clause, all maternity leave, other than that referred to in paragraph (f), shall be regarded as authorised leave.

(b) Maternity leave shall be for a maximum period of six months, to cover the period before, during and after confinement, three months of which shall be paid at the rate of 33 per cent of the employee's basic weekly wage before deductions, and the balance unpaid.”

5. CLAUSE 9 — PUBLIC HOLIDAYS AND SUNDAYS

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

“(1) *Public holidays.*—An employee, except a watchman, shall be entitled to and be granted leave on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow, Christmas Day and leave on two additional days, which days shall be agreed between the parties, and shall be paid in respect of each such day not less than the remuneration to which he would have ordinarily been entitled had he worked on that day: Provided that—

(i) if the Day of the Vow and/or Republic Day falls on a Saturday, a five-day week employee shall be entitled to be paid therefor at the rate of one fifth of his normal weekly wage;

(ii) an employee may be required to work on any such day.”

(2) Substitute the following for subclause (2) (a) and (b):

“(2) *Payment for work on public holidays.*—(a) Whenever an employee other than a security guard and guard or a casual employee, works on the holidays prescribed in subclause (1), his employer shall pay him for each such day the amount referred to in subclause (1), plus payment at his hourly rate for the total period worked by the employee in the aggregate on that day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(b) Whenever a casual employee works on the holidays prescribed in subclause (1), his employer shall pay him for each such day not less than his daily remuneration, plus, in respect of each hour or part of an hour, so worked, such remuneration divided by eight.”

6. AANHANGSEL

Vervang die Aanhangel van hierdie Ooreenkoms deur die volgende:

"AANHANGSEL"

Grade	Met ingang van datum van inwerkingtreding van Ooreenkoms	
	Per week	
	(i)	(ii)
	R	R
Werknemer graad I	133,12	122,10
Werknemer graad II, ongekwalifiseer—		
gedurende eerste drie maande ondervinding	133,12	122,10
gedurende tweede drie maande ondervinding	134,37	124,04
Werknemer graad II, gekwalifiseer	135,61	126,77
Werknemer graad III	139,64	127,38
Werknemer graad IV, ongekwalifiseer—		
gedurende eerste ses maande ondervinding..	138,62	127,60
gedurende tweede ses maande ondervinding	141,90	131,96
Werknemer graad IV, gekwalifiseer	145,46	136,61
Werknemer graad V, ongekwalifiseer—		
gedurende eerste ses maande ondervinding..	141,11	132,88
gedurende tweede ses maande ondervinding	145,36	135,51
Werknemer graad V, gekwalifiseer	147,62	138,16
Werknemer graad VI, ongekwalifiseer—		
gedurende eerste ses maande ondervinding..	151,64	139,77
gedurende tweede ses maande ondervinding	156,21	145,82
Werknemer graad VI, gekwalifiseer	160,41	151,37
Werknemer graad VII, gekwalifiseer	176,75	176,75
Werknemer graad VIII, gekwalifiseer	192,75	192,75
Werknemer graad IX, gekwalifiseer	220,75	220,75

(i) Alle ander gebiede as die landdrosdistrikte Harrismith en Oos-Londen.

(ii) Die landdrosdistrikte Harrismith en Oos-Londen".

Hierdie Ooreenkoms is namens die partye op hede die 15de Augustus 1989 te Durban onderteken.

H. BOSMAN,
Ondervoorsitter: NTMA.

J. COPELYN,
Algemene Sekretaris: ACTWUSA.

BROWN & LEVIN (H. LEVIN),
Sekretaris van die Raad.

No. R. 391

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL.—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 31 Julie 1991 eindig, bindend is vir die werk-

6. ANNEXURE

Substitute the following for the Annexure to this Agreement:

"ANNEXURE"

Grades	With effect from date of coming into operation of Agreement	
	Per week	
	(i)	(ii)
Grade I employee	133,12	122,10
Grade II employee, unqualified—		
during first three months' experience	133,12	122,10
during second three months' experience	134,37	124,04
Grade II employee, qualified	135,61	126,77
Grade III employee	139,64	127,38
Grade IV employee, unqualified—		
during first six months' experience	138,62	127,60
during second six months' experience	141,90	131,96
Grade IV employee, qualified	145,46	136,61
Grade V employee, unqualified—		
during first six months' experience	141,11	132,88
during second six months' experience	145,36	135,51
Grade V employee, qualified	147,62	138,16
Grade VI employee, unqualified—		
during first six months' experience	151,64	139,77
during second six months' experience	156,21	145,82
Grade VI employee, qualified	160,41	151,37
Grade VII employee, qualified	176,75	176,75
Grade VIII employee, qualified	192,75	192,75
Grade IX employee, qualified	220,75	220,75

(i) All areas other than the Magisterial Districts of Harrismith and East London.

(ii) The Magisterial Districts of Harrismith and East London".

This Agreement signed at Durban, on behalf of the parties, this 15th day of August 1989.

H. BOSMAN,
Vice-Chairman: NTMA.

J. COPELYN,
General Secretary: ACTWUSA.

BROWN & LEVIN (H. LEVIN),
Secretaries of the Council.

No. R. 391

23 February 1990

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, NATAL.—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 31 July 1991, upon the employers'

gewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 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 MEUBELNYWERHEID, NATAL OOREENKOMS

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

Natal Furniture Manufacturers' Association

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

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, Natal,

om die Hoofoorreenskoms gepubliseer by Goewermmentskennisgewing No. R. 2620 van 30 November 1984, soos gewysig en verleng deur Goewermmentskennisgewings Nos. R. 1444 van 28 Junie 1985, R. 187 van 31 Januarie 1986, R. 520 van 21 Maart 1986, R. 742 en R. 743 van 18 April 1986, R. 1523 en R. 1524 van 18 Julie 1986, R. 1204 van 24 Junie 1988 en R. 2333 en R. 2334 van 18 November 1988, te wysig.

TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in Gebied A, wat bestaan uit die landdrostdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;

(c) in Gebied B, wat bestaan uit die landdrostdistrikte Greytown, Lionsrivier, Port Shepstone, Richmond, Lower Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle, behoudens die bepalings vervat in Goewermmentskennisgewing No. R. 739 van 25 April 1986;

(d) in Gebied C, wat bestaan uit die restant van die provinsie Natal, behoudens die bepalings vervat in Goewermmentskennisgewing No. R. 789 van 25 April 1986.

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

(a) van toepassing slegs op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;

(c) nie van toepassing op professionele, tegniese, administratiewe, verkoops- en kantoorpersoneel nie, mits sodanige werknemers gereeld besoldiging ontvang wat meer is as die som van die maksimum loontarief in Bylae A van hierdie Ooreenkoms voorgeskryf, plus R35,00;

organisation and the trade union which entered in to 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 clauses 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 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 FURNITURE MANUFACTURING INDUSTRY, NATAL

AGREEMENT

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

Natal 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

(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, Natal,

to amend the Main Agreement published under Government Notice No. R. 2620 of 30 November 1984, as amended and extended by Government Notices Nos. R. 1444 of 28 June 1985, R. 187 of 31 January 1986, R. 520 of 21 March 1986, R. 742 and R. 743 of 18 April 1986, R. 1523 and R. 1524 of 18 July 1986, R. 1204 of 24 June 1988 and R. 2333 and R. 2334 of 18 November 1988

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in Area A, which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;

(c) in Area B, which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle, subject to the provisions contained in Government Notice No. R. 789 of 25 April 1986;

(d) in Area C, which consists of the remainder of the Province of Natal, subject to the provisions contained in Government Notice No. R. 789 of 25 April 1986.

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

(a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement;

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

(c) not apply to professional, technical, administrative, sales and office personnel, provided such employees are in receipt of regular remuneration in excess of the sum of the maximum rate prescribed in Schedule A to this Agreement, plus R35,00;

(d) nie van toepassing op bestuurders, onderbestuurders, voor- manne en toesighoudende personeel nie, as sodanige werknemers gereeld besoldiging van minstens R12 000 per jaar verdien, of R14 400 per jaar waar die werkgever van sodanige personeel nie 'n geregistreerde pensioenfonds of 'n geregistreerde voorsorgfonds en 'n geregistreerde mediese hulpfonds voorsien of in stand hou nie. Hierdie perke moet van jaar tot jaar verhoog word met dieselfde persentasie as die verhogings wat toegeken word aan werknemers wat die hoogste loontarief verdien soos in Bylae A van hierdie Ooreenkoms uiteengesit.

(3) Ondanks subklousules (1) en (2) is hierdie Ooreenkoms nie van toepassing nie op 'n werkgever wat hoogstens een besigheid bedryf binne die toepassingsbestek van hierdie Ooreenkoms en wat minder as vyf werknemers ten alle tye in diens het in of in verband met sodanige besigheid en wat die toepaslike voorwaardes van die Wet op Basiese Diensvoorwaardes, 1983, nakom: Met dién verstande dat werkende werkgevers as werknemers geag word vir die doel om die aantal werknemers in sodanige besigheid vas te stel: Voorts met dién verstande dat waar sodanige werkgever verkies om vrywilliglik by te dra tot enige van die fondse wat deur die Raad geadminestreer word, hy geag moet word vyf werknemers in diens te hê.

2. KLOUSULE 3.—WOORDOMSKRYWING

Voeg die volgende nuwe omskrywing in na die omskrywing "militêre diens", "nuwe inkomeling" 'n arbeider wat nie voorheen of te eniger tyd in die Meubelnywerheid werksaam was nie: Met dién verstande dat geen werkgever wat 'n lid van die Natal Furniture Manufacturers' Association is 'n nuwe inkomeling in diens mag neem alvorens sodanige werkgever nie die vakunie eers telefonies genader het vir arbeid en die vakunie nie in staat is om sodanige arbeid binne vyf (5) dae van sodanige telefoonversoek te verskaf nie."

3. KLOUSULE 37.—DRYWERS VAN MOTORVOERTUIG

(1) Vervang klousule 37B (1) deur die volgende:

"B.—BESOLDIGING

(1) Geen lone wat laer is as dié wat hieronder voorgeskryf word, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

- | | |
|--|---|
| (a) Drywer van 'n motorvoertuig, uitgesonderd een wat deur stoom aangedryf word, wat gemagtig is om 'n loonvrag te dra of te trek van— | |
| (i) tot en met 4 530 kg | 155,10 |
| (ii) meer as 4 530 kg en tot en met 6 350 kg | 157,15 |
| (iii) meer as 6 350 kg | 165,39 |
| (b) Drywer van 'n stoomaangedrewe voertuig | 165,39 |
| (c) Los werknemer wat 'n motorvoertuig dryf, uitgesonderd een wat deur stoom aangedryf word | Per dag = voorgeskrewe weekloon, plus 10 persent gedeel deur 5. |
| (d) Los werknemer wat 'n stoomaangedrewe voertuig dryf | Per dag = voorgeskrewe weekloon, plus 10 persent gedeel deur 5. |
| (e) Drywers van vorkhefswaens, trek- kers, bromponies of passasiersmo- tors | 155,10". |

(2) Vervang die bewoording van klousule 37C(2) deur die volgende:

"Die lone in Bylae A uiteengesit, is die minimum weeklone voorgeskryf vir die onderskeie klasse werk wat daarin genoem word: Met dién verstande dat by elke geleentheid wat die minimum voorgeskrewe loon ingevolge hierdie Ooreenkoms verhoog moet word, 'n werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, ondanks andersluidende bepalinge hierin, 'n verhoging moet ontvang wat gelyk is aan die verskil tussen die loon voorheen voorgeskryf en die loon wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig."

(d) not apply to managers, submanagers, foremen and supervisory personnel if such employees are in receipt of regular remuneration of not less than R12 000 per annum or, where the employer of such personnel does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R14 400 per annum. These limits shall be increased from year to year by the same percentage as the increase granted to employees earning the highest rate out in Schedule A to this Agreement.

(3) Notwithstanding the provisions of subclauses (1) and (2), the provisions of this Agreement shall not apply to an employer who carries on not more than one business within the scope of application this Agreement and who employs less than five employees at all times in or in connection with such business and who complies with the relative provisions of the Basic Conditions of Employment Act, 1983: Provided that working employers shall be regarded as employees for establishing the number of employees in such business: Provided further that where such an employer elects voluntarily to contribute to any of the funds administered by the Council, he shall be deemed to have five employees in his employ.

2. CLAUSE 3.—DEFINITIONS

Insert the following new definition after the definition "military service":

"new entrant" means a labourer who has not previously or at any time been employed in the Furniture Manufacturing Industry: Provided that no employer who is a member of the Natal Furniture Manufacturing Association shall employ a new entrant unless such employer had at first telephonically approached the trade union for labour and the trade union had not been able to provide such labour within five days of such telephonic request;"

3. CLAUSE 37.—DRIVERS OF MOTOR VEHICLES

(1) Substitute the following for clause 37B (1):

"B.—REMUNERATION

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

- | | |
|--|--|
| (a) Driver of a motor vehicle, other than steam propelled, authorised to carry or haul a payload of— | |
| (i) up to and including 4 530 kg.... | 155,10 |
| (ii) over 4 530 kg and up to and including 6 350 kg..... | 157,15 |
| (iii) over 6 350 kg..... | 165,39 |
| (b) Driver of steam-propelled vehicle ... | 165,39 |
| (c) A casual employee driving a motor vehicle, other than steam-propelled. | Daily rate = prescribed weekly wage, plus 10 per cent, divided by 5. |
| (d) Casual employee driving a steam-propelled vehicle..... | Daily rate = prescribed weekly wage, plus 10 per cent, divided by 5. |
| (e) Drivers of forklift trucks, tractor, scooters or passenger cars | 155,10 |

(2) Substitute the following for the wording in clause 37C (2):

"The wages set out in Schedule A shall be the minimum weekly wages prescribed for the respective classes of work enumerated therein: Provided that on each occasion the minimum prescribed wage is increased in terms of this Agreement, an employee who is in receipt of a wage in excess of the minimum prescribed wage for the class of work performed by him shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the difference between the wage previously prescribed and the wage prescribed in this Agreement for the class of work in which he is employed."

4. KLOUSULE 39.—SIEKTEVERLOF MET BESOLDIGING

(1) Vervang subklousules (1) tot (3) deur die volgende:

“(1) ’n Werkgewer moet aan elke werknemer wat nie lid is nie van die Siektebystandsvereniging van Natalse Meubelwerkers, wat voortgesit word ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1236 van 8 Julie 1977, soos gewysig, en wat by hom in diens is en weens ongeskiktheid van sy werk afwesig is—

(a) in die geval van ’n werknemer wat vyf dae in ’n week werk, altesaam minstens 25 werkdag; en

(b) in die geval van alle ander werknemers, altesaam minstens 25 werkdag.

siekteverlof toegestaan gedurende elke tydperk van 12 agtereenvolgende maande diens by hom en sodanige werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule ’n bedrag betaal van minstens 50 persent van die besoldiging wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat—

(i) ’n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie geregtig is op siekteverlof met volle besoldiging teen meer as, in die geval van ’n werknemer wat vyf dae in ’n week werk, twee werkdag ten opsigte van elke voltooide tydperk van vier weke diens en, in die geval van alle ander werknemers, twee werkdag ten opsigte van elke voltooide maand diens nie;

(ii) ’n werkgever, as ’n opskortende voorwaarde vir die betaling deur hom van ’n bedrag wat ingevolge hierdie klousule deur ’n werknemer geëis word ten opsigte van afwesigheid van sy werk vir enige tydperk, van die werknemer kan vereis om ’n sertifikaat voor te lê wat onderteken is deur ’n geregistreerde mediese praktisyn dienend op die paneel van mediese praktisyne aangestel by die Natal Furniture Workers’ Sick Benefit Society of deur die mediese superintendent van ’n provinsiale hospitaal/klíniek en wat die aard en duur van die werknemer se ongeskiktheid vermeld, en indien ’n werknemer gedurende ’n tydperk van tot agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om sodanige sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die jongste sodanige geval van hom kan vereis om so ’n sertifikaat ten opsigte van afwesigheid van werk voor te lê;

(iii) siekteverlof ’n aanvang neem vanaf die eerste werkdag waarop die werknemer deur die mediese praktisyn behandel is, tot en met die werkdag wat die datum van terugkeer na werk soos op die betrokke mediese sertifikaat aangetoon onmiddellik voorafgaan: Met dien verstande dat, waar ’n werknemer behandel word na 13:00, op ’n werkdag, sodanige dag as ’n halfdag beskou moet word: Voorts met dien verstande dat, waar ’n werknemer na 16:00 op ’n werkdag behandel word, sodanige dag nie as ’n dag siekteverlof beskou moet word nie;

(iv) hierdie klousule nie van toepassing is nie ten opsigte van ’n werknemer op wie se skriftelike versoek ’n werkgever minstens net soveel as die werknemer bydra tot ’n fonds of organisasie deur die werknemer benoem en wat aan die werknemer betaling waarborg in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit.

(2) Vir die toepassing van hierdie klousule—

(a) omvat “besoldiging” die lewenskostetoelae wat regtens of andersins aan ’n werknemer betaal word of betaalbaar is;

(b) omvat “diens” die tydperk waartydens ’n werknemer—

(i) met verlof is ingevolge klousule 13 (2);

(ii) met siekteverlof is ingevolge hierdie klousule;

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

(iv) militêre diens verrig ingevolge die Verdedigingswet, 1957; wat altesaam in ’n jaar hoogstens 10 weke beloop ten opsigte van die tydperke in subparagrafe (1), (ii) en (iii) bedoel, plus hoogstens vier maande van ’n tydperk van militêre diens in subparagraaf (iv) bedoel en wat in daardie jaar verrig word, en alle aaneenlopende diens van ’n werknemer by dieselfde werkgevers onmiddellik voor die datum van inwerkingtreding van hierdie klousule moet vir die toepassing van hierdie klousule geag word diens te wees, en alle siekteverlof met volle besoldiging wat aan so ’n werknemer gedurende die tydperk van sodanige diens toegestaan is, moet vir die toepassing van hierdie klousule geag word ingevolge hierdie klousule toegestaan te gewees het; en

4. CLAUSE 39.—PAID SICK LEAVE

(1) Substitute the following for subclauses (1) to (3):

“(1) An employer shall grant to any employee who is not a member of the Natal Furniture Workers’ Sick Benefit Society, continued in terms of the Agreement published under Government Notice No. R. 1236 of 8 July 1977, as amended, and employed by him and who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 25 working days; and

(b) in the case of every other employee, not less than 25 working days;

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay such employee in respect of the period of absence in terms of this subclause an amount equal to 50 per cent of the remuneration he would have received had he worked during such period:

Provided that—

(i) during the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, two working days in respect of each completed period of four weeks of employment and, in the case of every other employee, two working days in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for any period, require the employee to produce a certificate signed by a registered medical practitioner serving on the panel of doctors appointed to the Natal Furniture Workers’ Sick Benefit Society or the medical superintendent of a provincial hospital/clinic stating the nature and duration of the employee’s incapacity, and if an employee has during any period of up to eight weeks received payments in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work;

(iii) sick leave will commence from the first working day upon which the employee was attended by the medical practitioner, up to the working day immediately prior to the date of return to work indicated on the relevant medical certificate: Provided that, where an employee is attended after 13:00 on a working day, such day shall be regarded as half a day: Provided further that, where an employee is attended after 16:00 on a working day, such day shall not be regarded as a day off sick;

(iv) this clause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees payment to the employee in the event of his incapacity in the circumstances set out in this clause.

(2) for the purposes of this clause—

(a) “remuneration” includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise;

(b) “employment” includes any period during which an employee—

(i) is on leave in terms of clause 13 (2);

(ii) is on sick leave in terms of this clause;

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

(iv) is doing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), plus up to four months of any period of military service referred to in subparagraph (iv) and done in that year, and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this clause shall for the purposes of this clause be deemed to be employment, and any sick leave with remuneration granted to such any employee during the period of such employment shall for the purposes of this clause be deemed to have been granted under this clause; and

(c) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering as gevolg van 'n werknemer se eie wangedrag: Met dien verstande dat sodanige onvermoë om te werk as gevolg van 'n ongeluk of 'n vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is as ongeskiktheid geag moet word slegs gedurende die tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge dié Wet betaalbaar is nie.

(3) (a) Wanneer 'n werknemer op 'n ander grondslag besoldig word as ooreenkomstig die tyd wat hy werklik gewerk het, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en moet dit op 'n bepaalde datum vasgestel word deur die totale besoldiging gedurende die drie maande onmiddellik voor dié datum of gedurende sy totale dienstydperk by die betrokke werkgewer, en wel die kortste tydperk, te deel deur die getal ure wat hy gewerk het gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(b) Vir die toepassing van hierdie klousule—

(i) moet die gewone besoldiging per uur van 'n werknemer, uitgesonderd 'n werknemer in subklousule (2) (c) bedoel, bereken word op grondslag van die getal ure wat hy gewoonlik gedurende 'n week werk en die besoldiging wat hy gewoonlik gedurende 'n week ontvang;

(ii) moet die gewone besoldiging per dag van 'n werknemer bereken word op grondslag van sy gewone besoldiging per uur en die getal ure wat hy gewoonlik op so 'n dag werk; en

(iii) moet die gewone besoldiging per week van 'n werknemer wat sy besoldiging maandeliks ontvang, bereken word deur die besoldiging wat hy gewoonlik aldus ontvang deur vier en 'n derde te deel."

(2) Voeg die volgende nuwe subklousule (4) in:

"(4) Nieteenstaande die bepalinge soos hierbo vervat, is 'n werkgewer nie verantwoordelik vir die betaling van siekteverlof onder die volgende omstandighede nie:

(a) Siekte wat voortspruit uit wanordelike gedrag, wangedrag, oormatige gebruik van alkohol of sterk drank, of misbruik van dwelmmiddels of iets dergeliks;

(b) voortdurende van siekte in gevalle waar 'n lid weier om 'n redelike opdrag of aanbeveling van sy mediese dokter na te kom;

(c) toevallige of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaling van vergoeding en dit wel betaal, of wat deur versekering gedek is tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;

(d) beserings as gevolg van aanraking of motorongelukke waar 'n gesertifiseerde polisieverlag nie aan die werkgewer voorgelê word nie;

(e) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgewer voorsiening vir behandeling maak;

(f) siekte tydens militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het;

(g) operasies uit eie keuse;

(h) kraam- en/of verloskundige gevalle en/of sequelae;

(i) geestesiektes;

(j) geslagsiektes;

(k) nie-paneeldokters."

5. KLOUSULE 40. — HUISHOUDELIKE LOONOOREENKOMS

Vervang die bewoording in die aanhef van subklousule (1) deur die volgende:

"(1) Die Raad moet vrystelling verleen van die bepalinge van klousule 37B en Bylae A wanneer 'n werkgewer en die vakvereniging met mekaar wil onderhandel, vóór die aanvaarding van die jaarlikse onderhandelings oor wysigings van die Hoof-ooreenkoms en waar die Raad dien-ooreenkomstig in kennis gestel word, ten opsigte van die minimum loontarief vir enigeen van of al die kategorieë werknemers wat in klousule 37B en Bylae A genoem word: Met dien verstande dat—"

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

(3) (a) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(b) For the purposes of this clause—

(i) the ordinary remuneration for one hour of an employee, other than an employee referred to in subclause (2) (c), shall be calculated on the basis of the number of hours ordinarily worked and the remuneration ordinarily received by him during a week;

(ii) the ordinary remuneration of any employee for a day shall be calculated on the basis of his ordinary remuneration for one hour and the number of hours which he ordinarily works on such day; and

(iii) the ordinary weekly remuneration of an employee who receives his remuneration monthly, shall be determined by dividing the remuneration so ordinarily received by him by four and a third."

(2) Insert the following in subclause (4):

"(4) Notwithstanding the provisions contained hereinbefore, an employer shall not be liable for payment of sick leave in the following instances:

(a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like;

(b) continuation of sickness in cases where a member refuses to observe any reasonable instruction or recommendation of his medical attendant;

(c) any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance to the extent of such compensation or cover, as the case may be;

(d) injuries arising from assaults or motor accidents where a certified police report is not submitted to the employer;

(e) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

(f) sickness whilst on military service or for which the military authorities have accepted responsibility;

(g) operations of choice;

(h) maternity and/or obstetrical cases and/or sequelae;

(i) mental ailments;

(j) venereal disease;

(k) non-panel doctors."

5. CLAUSE 40. — IN-HOUSE WAGE AGREEMENT

Substitute the following wording in the first sentence of subclause (1):

"The Council shall grant exemption from the provisions of clause 37B and Schedule A whenever an employer and the trade union wish to enter into negotiations prior to the onset of the annual negotiations on amendments to the Main Agreement and where the Council is advised accordingly, in respect of the minimum wage rate for any or all the categories of employees enumerated therein: . . ."

6. Voeg die volgende nuwe klousule 41 in:

41. VERLOF VAN WERKWINKELVERTEENWOORDIGERS

Vir die doel om opleidingskursusse en/of seminare en/of vergaderings by te woon wat gereël word deur die vakvereniging wat 'n party by hierdie Ooreenkoms is, is werkwinkelverteenvoerders geregtig op verlof met besoldiging van vier dae per jaar en senior werkwinkelverteenvoerders op betaalde verlof van agt dae per jaar, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, onderworpe aan die volgende voorwaardes:

(a) die verlosiklus tree in werking op 1 Januarie elke jaar. Verlof wat nie deur 'n senior werkwinkelverteenvoerder en/of werkwinkelverteenvoerder geneem word nie moet toeval aan die nuut gekose senior werkwinkelverteenvoerder en/of werkwinkelverteenvoerder gedurende 'n bepaalde verlosiklus. Verlof is nie ooploopbaar of oordraagbaar van een werkgewer na 'n ander werkgewer nie;

(b) werkwinkelverteenvoerders se verlof moet slegs binne die eerste agt kalendermaande van die jaar geneem word: Met dien verstande dat as verlof gedurende die latere gedeelte van die jaar aangevra word, dit onderworpe is aan oorlegpleging tussen die partye;

(c) die vakvereniging moet die program van die opleidingskursusse en/of seminare en/of die agenda van vergaderings minstens sewe dae vooraf aan werkgewers bekend maak;

(d) die vakvereniging moet vooraf reëlings met 'n werkgewer tref vir die vrystelling van sleutelpersoneel. Hoogstens 50 persent van die gekose senior werkwinkelverteenvoerders en/of werkwinkelverteenvoerders by 'n bepaalde bedryfsinrigting mag op 'n spesifieke dag 'n opleidingskursus en/of seminar en/of vergadering bywoon;

(e) die getal werkwinkelverteenvoerders wat in 'n bepaalde bedryfsinrigting gekies word, moet in die verhouding van hoogstens een tot 50 werknemers wees;

(f) die naam/nam van die gekose senior werkwinkelverteenvoerder en/of werkwinkelverteenvoerders moet deur die senior werkwinkelverteenvoerder aan die werkgewer bekend gemaak word;

(g) die vakvereniging moet die werkgewer van skriftelike bewys voorsien dat die opleidingskursus en/of seminar en/of vergadering, vir watter doel die verlof met besoldiging toegestaan is, deur die spesifieke senior werkwinkelverteenvoerder en/of werkwinkelverteenvoerders bygewoon is."

7. Voeg die volgende nuwe klousule 42 in:

"42. KRAAMVERLOF

'n Vroulike werknemer wat vir 'n bevalling gaan, is geregtig op kraamverlof sonder besoldiging vir 'n tydperk van hoogstens ses maande, met 'n waarborg van herindiensneming na verstryking van die voornoemde 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 werkgewer 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 werkgewer 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 werkgewer 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 werkgewer 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 *pro forma* formaat;

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

(f) gedurende die kontraktydperk kan die werkgewer, onderworpe aan die riglyne soos van tyd tot tyd deur die Nywerheidshof bepaal of om enige ander regsgeldige rede, die kontrak van tydelike diens beëindig."

6. Insert the following new clause 41:

"41. SHOPSTEWARDS' LEAVE

For the purpose of attending training courses and/or seminars and/or meetings arranged by the trade union which is a party to this Agreement, shop stewards shall be entitled to four days' paid leave per annum and senior shop stewards to eight days' paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions:

(a) The leave cycle shall commence on 1 January of each year. Leave not taken by a senior shop steward and/or shop steward shall accrue to the newly elected senior shop steward and/or shop steward during any one leave cycle. Leave shall not be cumulative nor be transferable from one employer to another;

(b) shop stewards' leave shall be taken only during the first eight calendar months of the year: Provided that if leave is requested during the latter part of the year, this shall be the subject of consultation between the parties.

(c) the trade union shall make the training course and/or seminar content and/or agenda of meetings available to the employer at least seven days in advance;

(d) prior arrangements shall be made by the trade union with an employer for the release of key personnel. Not more than 50 per cent of elected senior shop stewards and/or shop stewards at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day;

(e) the number of shop stewards elected at any particular establishment shall be in the ratio of not more than one to 50 employees;

(f) the name/s of the senior shop steward and/or shop steward/s elected shall be conveyed to the employer by the senior shop steward;

(g) the trade union shall furnish the employer with written proof that the training course and/or seminar and/or meeting, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards."

7. Insert the following new clause 42:

"42. 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 maternity leave shall, before or on the expiry date of the six month 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 a death certificate, in the case of a still birth, or a medical certificate in the case of a miscarriage;

(c) the employer may extend the six-month 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, subject to the principles laid down by the Industrial Court from time to time, or for any other reason recognised in law, terminate the contract of temporary employment."

BYLAE A

Lone

GEBIED A
Per week

(I) (i) Meubelmakery, d.w.s. 'n werksaamheid of proses by die vervaardiging en/of inmeekaarsit van meubels, hetsy in die geheel of in dele, wat met die hand, met gebruik van handgereedskap of meganiese toestelle uitgevoer word, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel		185,53
(ii) Diverse meubelmakerywerksaamhede:		
(a) Moere vasbout en vasdraai, handvatsels met skroewe, boute, moere en skroefboute vassit		
(b) Toebehore van stangsokke, aanslagplate, beslae, rakpenne, moerdoppe, beslagringe of koepelskuidoppe vassit, skroefboute in stompe of pote insit, alle soorte gelymde blokke vassit, spieëls met kleefband vasheg		
(c) Tappenne en proppe van hout met die hand en/of 'n masjien maak en/of spits maak		147,97
(d) Tappenne en proppe met die hand inslaan		
(e) Skuurwerk met die hand verrig, afgesien daarvan of die artikel wat geskuur word, stilstaan of draai		
(f) Soliede timmerhout met die hand of volgens 'n meganiese proses buig of lamelleer		
(g) Sokke vir rolwieleetjies inslaan		
(h) Gate of barste met houtplamuursel of dergelike stof vul		
(i) Help met klamp- of klemwerk: Met dien verstande dat hoogstens een assistent gebruik word deur 'n werknemer wat minstens die loon ontvang wat in subklousule (i) voorgeskryf word		145,43
(II) Uitleëwerk, d.w.s. die voorbereiding van 'n plan vir die vervaardiging van meubels deur middel van 'n staaf of ander geskikte materiaal waarop al of enigeen van die afmetings van die artikel wat vervaardig moet word, afgemerk is		
(III) Afmerkwark, d.w.s. die merk of kras van meubelstukke, hetsy in die geheel of in dele, volgens afmetings deur middel van 'n liniaal, maatstok, reihout, patroonplaat, setmaat of ander toestel, vir masjineer-, pasmaak- of inmeekaarsitwerk		185,53
(IV) (i) Meubelmasjineerwerk, d.w.s. 'n werksaamheid of proses wat verrig word deur gebruik te maak van 'n tipe of soort masjien by die vervaardiging van meubels, hetsy in die geheel of in dele, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel		
(ii) Diverse meubelmasjineerwerksaamhede:		
(a) 'n Enkelrolskuurmasjien, oopskyfskuurmasjien, tolskuurmasjien en breëbandskuurmasjien opstel en bedien		157,54
(b) Gate boor, tapwerk, skarnierinlaatwerk met die oog op inlaatwerk vir slotte en skarniere, en 'n tapinvoegmasjien bedien		147,97
(c) 'n Lugskuurmasjien en 'n verplaasbare skuurmasjien bedien		145,43
(d) Skuurpapierrolle of -skywe en bande vir 'n skuurmasjien maak en las		
(e) Herhalingsafmerkwark deur middel van 'n patroonplaat of model		
(V) (i) Meubelpoleerwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel verrig word by die produksie van 'n gepoleerde en/of afgewerkte oppervlak deur middel van skellak, verf, duco, lakvernis, sellulose, vernis, emalje, beits, pasta wat soos 'n skuurmiddel werk en/of 'n poleermiddel, of albei, of dergelike stowwe, en ook vlamskilderverf en die pas van kleure by alle soorte meubels, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel		185,53
(ii) Diverse poleerwerksaamhede:		
(a) Bruineerwerk met 'n masjien		157,54
(b) Waswerk		
(c) Die kante van lamelbord en/of laaghut verf en/of opvul ten einde die oppervlak voor te berei vir poleer-en/of lakverniswerk en/of vlamskilderwerk en/of die pas van kleure		
(d) Deure en los toebehore verwyder voordat stukke vir poleerwerk voorberei word		
(e) Opvulwerk met gips of 'n ander vulstof		147,97
(f) Handskuurwerk		
(g) Meubels met sure of 'n ander bleikmiddel bleik		
(h) Stroopwerk		
(i) Beistwerk, opvulwerk, oliewerk en/of hernuwingswerk met die hand		
(j) Metaal bespuit		
(k) Materiaal filtreer		145,43
(l) Sproeispuite skoonmaak		
(m) Oppoets by oplaai- en/of aflaaipunt, uitgesonderd die gebruik van spuitapparaat		
(VI) (i) Meubelstoffeerwerk, d.w.s. 'n werksaamheid of proses by die oortrek van alle soorte meubels, hetsy in hul geheel of in dele, en afgesien van die materiaal wat gebruik word, en ook onder andere die sny van alle oortreksels en los oortreksels, stuk-en/of loswerk met die hand of 'n meganiese toestel, webwerk, wat ook beteken die inposisieplasing van webwerk en plaasvervangers daarvan (uitgesonderd hout- of metaallatte en dwarsstawe), opvulwerk, rottangvlegwerk, die aanwerk van knope, rygwerk, kramwerk, knopwerk en opstopwerk, die aanhegting van eenhede aan rame, maar uitgesonderd die werksaamhede in subklousule (iv) bedoel		185,53
(ii) Naaiers of naaisters wat oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule met die hand of 'n masjien glipsteekstik, stik en/of las		154,42
(iii) Leerlinge wat in diens geneem word om die klas werk te leer wat in subklousule (ii) bedoel word—		
gedurende die eerste ses diensmaande		143,44
gedurende die tweede ses diensmaande		145,54
gedurende die derde ses diensmaande		147,64
gedurende die vierde ses diensmaande		150,23
daarna		154,42

Lone		GEBIED A Per week
(iv) Diverse meubelstofeerwerksaamhede:		
(a) Hout-en metaallatte en dwarsstawe op rame in posisie plaas		159,51
(b) Stoelkussings met veerbinnewerk en/of veereenhede vul		164,98
(c) Skuimrubber of dergelike materiaal met 'n bandsaag sny	}	157,54
(d) Klaargemaakte rottangmatte aanbring		
(e) Kwassies of knope met die hand of 'n masjien aanwerk waar dit as los stukke geskied voordat dit aanmekaargesit word, met inbegrip van deurgestikte knoopwerk, maar uitgesonderd diep-, diamant- of geplooiide knoopwerk		
(f) Deurgevlegte kussinkies aan veereenhede vasmaak, vassit of vaskram, hetsy met die hand of 'n masjien	}	169,50
(g) Vulsel op 'n veereenhede uitsprei		
(h) Kleefmiddel oor agterkante en oortrekmateriaal spreid en dit vasplak		
(i) 'n Doekspreimasjien laai, stoot en bedien	}	154,42
(j) Klapperhaar of ander materiaal met 'n masjien uitpluis		
(k) Stoelkussings met materiaalstowwe, uitgesonderd veerbinnewerk en/of veereenhede, met 'n masjien vul		
(l) Riempiewerk		147,97
(m) Heliese vere en/of kettings en/of sig-sag- of nie-sakvere aan 'n raamwerk vassit vir stofeerwerk		
(n) Veerrande met 'n sig-sag- en/of nie-saktipe veer aan 'n raamwerk vassit vir stofeerwerk, met inbegrip van die vassit van alle onderdele, maar uitgesonderd die vasryg en/of vasmaak van goiing en/of sisal en/of plaasvervangers vir goiing of sisal		
(o) Platforms sny wat gebruik word vir die bekleding van heliese en/of nie-sakvere		
(p) Grootmaatrolle stofeermateriaal van alle soorte met die hand van selfkant tot selfkant uitmekaar maak en/of opsny		
(q) Karton met die hand en/of 'n masjien in stofseksies sny		
(r) Materiaal met die hand of 'n masjien reguitsny vir onderkante of onderlegstukke oor vere (linne en goiing)	}	145,43
(s) Klapperhaar of ander materiaal met die hand uitpluis		
(t) Vulmateriaal in touvorm losdraai		
(u) Stofeerder se kraallyste met bande vaswerk		
(v) Knope en kwassies maak		
(w) Stofeerder help deur oortrekmateriaal vas te hou		
(x) Skuimrubber of latex met die hand volgens fatsoen sny en las		
(y) Onderkante van gestofeerde artikels vasheg		
(z) (i) Gooing of linne aan sitplekplatforms vasheg		
(ii) Karton aan kaal rame vasheg of vaskram		147,97
Vir die toepassing van hierdie klousule en klousules (XI) en (XIV) beteken 'n veereenhede 'n onafhanklike montering van vere wat so met mekaar verbind is, met mekaar in verband staan of gemaak is dat dit 'n veerfondament en/of 'n veerbinnewerk vorm vir gebruik in 'n binneveermatras, stoelkussingsplek of ander bed en of sitinrigting.		
(VII) (i) Houtsneewerk aan meubels en/of ander houtsneewerk, d.w.s. 'n werksaamheid of proses, hetsy in die geheel of in dele, met handgereedskap of 'n meganiese toestel uitgevoer by die skepping van 'n fatsoen, patroon, medaljon of replika van 'n voorwerp wat bedoel is om alle soorte meubels te versier of te verfraai, maar uitgesonderd ondergenoemde diverse werksaamheid		185,53
(ii) Stippel- en sponswerk aan agtergrond van houtsneewerk		147,97
(VIII) Meubelhoutdraaiwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die vervaardiging van 'n gefatsoeneerde artikel of onderdeel wat gebruik word in verband met alle soorte meubels		185,53
(IX) (i) Fineerwerk aan meubels, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word in die beleglaag van meubelgedeeltes van alle tipes, hetsy in die geheel of in dele, met fineer, maar uitgesonderd die werksaamhede in subklousule (ii) genoem		
(ii) Diverse fineerwerksaamhede:		
(a) Fineerstukke met die hand in posisie plaas	}	145,43
(b) Bandlose laswerk met 'n masjien		
(c) Bediening van alle soorte perse		
(d) Vakuumsakke en alle soorte perse laai en leegmaak	}	157,54
(e) Gom en bande afwas		
(f) Dele opstapel nadat dit gepers is		
(g) Fineerwerk aan kante	}	157,54
(h) Fineerwerk aan kante met 'n masjien wat ook die kante afwerk en skuur		
(i) Inkeping slegs van kante met 'n meganiese toestel		
(X) (i) Leerling-vakmanne om diens in die klasse werk te leer wat in klousules (I) tot (IX) bedoel word, uitgesonderd die diverse werksaamhede wat daarin genoem word—		
gedurende die eerste diensjaar		155,27
gedurende die tweede diensjaar		163,77
gedurende die derde diensjaar		176,03
Daarna, die voorgeskrewe minimum loon.		
As iemand wat in diens was as bandskuurmasjienskuurder, masjienskuurder of boorder tot leerling-vakman bevorder word, is sy aanvangsloon 'n minimum van		159,51

Lone

(XI) (i) Beddegoedmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of in dele, van alle soorte matrassse gevul met klapperhaar, haarvulsel, vlok, kapok, katoen, watte, hare, vesels, wol, vere, gras, kaf, strooi, rubber of ander dergelike materiaal of 'n kombinasie van veerbinnewerk, alle tipes draadvere, ketting- en/of spiraalvere, volle spiraalvere, maasvere, heliese vere, alle tipes vere en/of veereenhede, kopkussings, stoelkussings, peule, bomatrassse, bedspreie, die vasslaan en/of vashaak van veermatrasdrade, spiraalvere en heliese vere aan rame, en ook die volgende:	
Veermaasvlegwerk	
Vulsel in matrasslope stop	
Kante stik	
Kwassies maak	159,51
'n Randdeurstikmasjien bedien	
'n Topdeurstikmasjien bedien	
Rame en rollers vir die topdeurstikmasjien voorberei	
Deurgevlegte kussinkies aan veereenhede vasheg, vassit of vaskram	
Deurgestikte matrasrand aan veereenhede heg	
Vulsel op 'n veereenheid uitsprei	
Matrasbostukke, hetsy deurgestik of nie, in posisie plaas en vasmaak om 'n vooraf geboude binnewerk- of veermatras te bou	
Bande aan kante van binneveermatras aanbring	
Rolkantwerk, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	163,50
Knoopwerk aan kopstukke, aanvullend tot beddegoedmakery	
(ii) Diverse beddegoedwerksaamhede:	
(1) Bostukke, rande en oortreksels uitsny	
(2) Alle stikwerk by die vervaardiging van bostukke, rande, matrasslope, ateljeerusbank-oortreksels en samestellende dele	154,42
(3) Matrashandvatsels aan rande stik	
(4) Randlengtes las	
(5) Die bek van 'n matras toewerk	
(6) Kopkussings, stoelkussings en peule toewerk	
(7) Bedmatrasrame met die hand vasbout	
(8) Spoele vir 'n randdeurstikmasjien voorberei	
(9) Gestikte rande volgens lengte sny	
(10) Gate in matrasrande pons	
(11) Ventileerders en handvatsels aan matrasrande aanbring	
(12) 'n Deurvlegmasjien voer	
(13) Kussinkies uitsny en maak, ongeag die materiaal wat gebruik word	
(14) Latte en dwarsstawe in posisie plaas, of webwerk aan matras- of katelrame heg	
(15) Matrasrame beits	147,97
(16) Kloue aan matrasrame heg	
(17) 'n Maas in 'n matrasraam in posisie plaas en vasheg	
(18) Lussies aan naalde heg vir drukdeurknoopmasjienwerk	
(19) 'n Doekspreimasjien laai, stoot en bedien	
(20) 'n Pluismasjien bedien	
(21) 'n Lussiemasjien bedien	
(22) Lussies aan knope of kwassies werk	
(23) Katelysters, koepels, rolwielletjies en sokke aanbring	
(24) Rame met die hand beits en/of vernis	
(25) Geweefde draadmaas en kettingveermaas op rame monteer, vasslaan of vashaak	
(26) Katelysters vassit	
(27) Veereenhede aan katelrame vasheg	
(28) Kopkussings, stoelkussings en peule vul met ander materiaal as veerbinnewerk en/of veereenhede	145,43
(29) Kopkussings, peule, stoelkussings en veerkomberse massameet	
(30) Beddegoed stroop	
(31) Kettings, hoepelysters of ander dergelike materiaal sny	
(32) Klapperhaar of ander materiaal met die hand uitpluis	147,97
(33) Karton- of kalikoagterkante aan gestoffeerde kopstukke vasheg	145,43
(34) Plastiekmaas aan skuimrubber vaslym	
(iii) Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (i) bedoel word (beddegoed maak) —	
gedurende die eerste ses diensmaande	146,52
gedurende die tweede ses diensmaande	149,30
gedurende die derde ses diensmaande	151,60
gedurende die vierde ses diensmaande	153,89
daarna	159,51
(XII) (i) Gordyne maak, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die vervaardiging van gordyne, hetsy in die geheel of in dele, en afgesien van die materiaal wat gebruik word, insluitend die hang, pas en monteer daarvan, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	
(ii) Diverse werksaamhede:	
(1) Naaiers of naaisters wat oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne met die hand of 'n masjien glijpsteekstik, stik en/of las	154,42
(2) Materiaal van kant tot kant sny, maar uitgesonderd snywerk om patrone te laat pas	
(3) Gordynggoed pars en/of stryk	145,43
(4) Materiaal hanteer	

Lone

GEBIED A
Per week

- (iii) Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (ii) (1) bedoel word (naaiers) —

gedurende die eerste ses diensmaande	143,44
gedurende die tweede ses diensmaande	145,54
gedurende die derde ses diensmaande	147,64
gedurende die vierde ses diensmaande	150,23
daarna	154,42

- (iv) Leerlinge wat in diens geneem is om die klasse werk te leer wat in subklousule (i) bedoel word, uitgesonderd die diverse werksaamhede wat in subklousule (ii) bedoel word en leerling-naaiers wat in subklousule (iii) bedoel word

Die minimum loon voorgeskryf vir leerling-vakmanne soos in klousule (X) van hierdie skedule bedoel word.

(XIII) (A) Arbeiderswerk, d.w.s. —

- (1) 'n masjienwerker help met die hantering van materiaal voor en na die masjienwerk
- (2) 'n stoomketel, verbrander en/of oond bedien
- (3) sorg vir stofsakke en/of siklone van skuurmasjiene
- (4) stoffeervere baal en indompel
- (5) klapperhaar met die hand uitklop en/of uitpluis
- (6) persele skoonmaak en vee
- (7) masjinerie, uitrusting, gereedskap en werktuie skoonmaak
- (8) uitrusting afblaas en skoonmaak
- (9) metaalstawe skoonmaak
- (10) metaalstawe, skarniere, metaalstroke, draad, hoepelyster en alle dergelike materiaal sny
- (11) afleweringswerk met handvoertuie
- (12) briewe en pakkette aflewer
- (13) stoelkussings met ander stowwe of materiaal as veerbinnewerk en/of veereenhede met die hand vul
- (14) skuurpapierskywe vaslym
- (15) materiaal hanteer
- (16) afwitwerk
- (17) voertuie laai en/of aflaai
- (18) materiaal inpak in of uithaal uit oonde
- (19) tee of ander dergelike drank berei
- (20) masjiene en/of voertuie olie en smeer
- (21) perse van alle tipes bedien
- (22) artikels in kartondose en/of kartonhouers inpak en daarna sodanige kartondose en kartonhouers vol maak en toemaak
- (23) lym berei, massameet en meng; lym met die hand of met 'n masjien sprei; lym verwyder, afwas en afvee; lymverhardmiddels met die hand, 'n kwas of 'n masjien aanwend
- (24) 'n voertuig of handkar stoot of trek
- (25) klinknaelwerk verrig of skroefdraad in ysterboutte en -stawe sny
- (26) hoepelyster wat vir webwerk gebruik word, reguit maak en/of sny
- (27) tweedehandse stoffeerwerk en beddegoed stroop
- (28) fineerstukke met band vasmaak en fineerpers bedien
- (29) timmerhout met preserveermiddel behandel
- (30) grondstowwe uitpak, baal of uit bale haal
- (31) goedere in papier of karton toedraai

145,43

- (B) Arbeiders: Nuwe inkomelinge (sien omskrywing onder klousule 3):

Gedurende eerste ses maande van indiensneming in Nywerheid

130,43

(XIV) Diverse:

- | | | |
|---|---|--------|
| (1) Sweiswerk, uitgesonderd puntsweiswerk | } | 185,53 |
| (2) Masjienonderhoudswerktuigkundige | | |
| (3) Puntsweiswerk | | |
| (4) Versendingsklerk, magasynman, tydopnemer | | 154,42 |
| (5) Opsigter of wag | | 153,63 |
| (6) Verpakker | | 147,77 |
| (7) Veerbinnekante en/of veereenhede bou en samestellende dele daarvan vervaardig | } | 147,97 |
| (8) Leerling-verpakker | | |
| (9) Metaaldele buig, pons, klink, boor en/of aanmeekaarsit | | |

145,43

- (XV) (i) Jeugdige manlike werknemers in diens in 'n ambag aangewys ingevolge die Wet op Mannekrag-opleiding, 1981, gedurende die gemagtigde proeftydperk

146,02

- (ii) Alle ander jeugdige

Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.

(XVI) Kantoorwerknemers —

gedurende die eerste diensjaar	146,65
gedurende die tweede diensjaar	150,89
gedurende die derde diensjaar	157,35
gedurende die vierde diensjaar	163,80
gedurende die vyfde diensjaar	170,60
daarna	179,08

GEBIED A
Per week
Lone

(XVII) Los arbeider:

Arbeider minder as 30 uur per week in diens met die spesifieke doel om slegs voertuie te laai en af te laai, hout op te stapel en die perseel skoon te maak

Dagloon: Voorgeskrewe loon, plus 10 persent, gedeel deur 5.

(XVIII) Onderbaas—

Wat aan die hoof staan van werknemers wat nie vakmanstatus besit nie

R10,00 per week meer as sy voorgeskrewe minimum loon vir die klas werk wat hy verrig.

wat aan die hoof staan van vakmanne

R15,00 per week meer as die basiese loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.

- (XIX) (i) Ornament- en sierwerk, d.w.s. 'n werksaamheid of proses by die vervaardiging of montering van ornamente en sierwerk, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel
- (ii) Die klas werk in klousules (I) (ii), (IV) (ii), (V) (ii), (VI) (ii), (VII) (ii) en (IX) (ii) van hierdie Bylae bedoel

185,53

Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.

SCHEDULE A*Wages*
AREA A
Per week
R

- (I) (i) Furniture making, i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (ii)
- (ii) Sundry furniture making operations:
- (a) Bolting and tightening of nuts, fixing of handles by screws, bolts, nuts and screw bolts
 - (b) Affixing fittings of rod sockets, striking plates, escutheons, shelf studs, nut covers, ferrules or dome glides, inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape
 - (c) Making and/or pointing of wooden dowels and plugs by hand and/or machine
 - (d) Knocking in dowels and plugs by hand
 - (e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating
 - (f) Bending or laminating of solid timber by hand or mechanical process
 - (g) Knocking in of sockets for casters
 - (h) Filling of holes or cracks with wood filler or similar substances
 - (i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in receipt of not less than the wage prescribed in subclause (i)
- (II) Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured
- (III) Marking out, i.e. the marking or scribing or articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling
- (IV) (i) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part but which excludes the operations referred to in subclause (ii)
- (ii) Sundry furniture machining operations:
- (a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander
 - (b) Boring holes, morticing, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine
 - (c) Operating air-filled sander and portable sander
 - (d) Making and jointing sandpaper rolls or discs and belts for machine sanders
 - (e) Repetitive marking by template or pattern
- (V) (i) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain, a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (ii)
- (ii) Sundry polishing operations:
- (a) Burnishing by machine
 - (b) Waxing
 - (c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours
 - (d) The removal of doors and fittings prior to preparations for polishing
 - (e) Filling in with plaster of paris or any other filling material
 - (f) Handsanding
 - (g) Bleaching of furniture with acids or any other bleaching agent
 - (h) Stripping
 - (i) Staining, filling, oiling and/or reviving by hand
 - (j) Spraying of metal
 - (k) Straining of materials
 - (l) Cleaning spray guns
 - (m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus

Wages		AREA A Per week R
(VI)	(i) Furniture upholstery, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, inter alia, cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (iv)	185,53
	(ii) Seamsters or seamstresses engaged in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets or bolsters by hand or machine	154,42
	(iii) Learners employed in learning the class of work referred to in sub-clause (ii) —	
	during the first six months of employment	143,44
	during the second six months of employment	145,54
	during the third six months of employment	147,64
	during the fourth six months of employment	150,23
	thereafter	154,42
	(iv) Sundry furniture upholstery operations:	
	(a) Positioning of wooden and metal laths and crossbars to frames	159,51
	(b) Filling of cushions with spring interiors and/or spring units	164,98
	(c) Cutting foam rubber or similar material by hand saw	157,54
	(d) Fixing of ready-made cane mats	
	(e) Tufting or buttoning by hand or machine, where this is done in loose pieces in the pre-assembly stage, including quilted buttoning, but shall exclude deep, diamond or pleated buttoning	169,50
	(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine	159,51
	(g) Laying out of filling materials on a spring unit	
	(h) Spreading of adhesive on backs and cover material and joining of same	154,42
	(i) Loading, wheeling and operating a cloth spreading machine	147,97
	(j) Teasing coir or other materials by machine	
	(k) Filling of cushions with substances of materials other than spring interiors and/or spring units by machine	145,43
	(l) Riempe work	
	(m) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery	
	(n) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal	
	(o) Cutting of platforms used for covering helical and/or no-sag springs	
	(p) Breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selfedge to selfedge	
	(q) Cutting cardboard in upholstery sections by hand and/or machine	
	(r) Straight cutting of materials by hand or machine for bottoms of underseating over springs (linen and hessian)	
	(s) Teasing coir or other materials by hand	
	(t) Unwinding filling materials in rope form	
	(u) Banding upholsterer's beading	
	(v) Making bottoms and tufts	
	(w) Assisting upholsterer in holding cover material	
	(x) Cutting to shape and joining of foam rubber or latex by hand	
	(y) Tacking on bottoms of upholstered article	
	(z) (i) Tacking or hessian or lining onto seat platforms	147,97
	(ii) Tacking or stapling cardboard to bare frames	
For the purposes of this clause and clauses (XI) and (XIV), a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion seat or any other bedding and/or seating device.		
(VII)	(i) Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which excludes the undermentioned sundry operation	185,53
	(ii) Stippling and punching background to carving	147,97
(VIII)	Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture	185,53
(IX)	(i) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or part, with veneer, but which excludes the operations mentioned in subclause (ii)	
	(ii) Sundry veneering operations:	
	(a) Positioning of veneers by hand	145,43
	(b) Tapeless jointing by machine	
	(c) Operating presses of any kind	
	(d) Loading and unloading vacuum bags and presses of any kind	
	(e) Washing off gum and tapes	
	(f) Stacking parts after pressing	
	(g) Veneering of edges	
	(h) Veneering of edges by machine which machine also trims and sands the edges	
	(i) Lipping of edges only by mechanical appliance	
		157,54
		157,54

Wages		AREA A Per week R
(X)	(i) Learner journeyman employed in learning the classes of work referred to in clauses (I) to (IX), other than the sundry operations referred to therein—	
	during the first year of employment	155,27
	during the second year of employment	163,77
	during the third year of employment	176,03
	Thereafter, the minimum prescribed wage.	
	If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of	159,51
(XI)	(i) Bedding making, i.e. the manufacturing 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, the knocking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and shall include:	
	Weaving of spring mesh	
	Stuffing filling into mattress cases	
	Side stitching	
	Tufting	159,51
	Operating a border quilting machine	
	Operating a top quilting machine	
	Prepare frames and rollers for the top quilting machine	
	Securing, sewing or stapling interlaced pads to spring units	
	Securing quilted mattress border to spring units	
	Laying out filling material upon a spring unit	
	Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress	
	Tape edging a spring interior mattress	
	Roll edging, but which excludes the operations referred to in subclause (ii)	
	Buttoning of headboards ancillary to mattress making	163,50
	(ii) Sundry bedding operations:	
	(1) Cutting tops, borders and cases	
	(2) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts	154,42
	(3) Sewing mattress handles to border	
	(4) Joining border lengths	
	(5) Closing up the mouth of a mattress	
	(6) Closing pillows, cushions, bolsters	
	(7) Bolting by hand of bed mattress frames	
	(8) Preparing spools for a border quilting machine	
	(9) Cutting quilted borders to lengths	
	(10) Punching holes in mattress borders	
	(11) Fitting ventilators and handles to mattress borders	
	(12) Feeding the interlacing machine	
	(13) Cutting and making pads, irrespective of materials used	
	(14) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames	
	(15) Staining mattress frames	
	(16) Affixing lugs to mattress frames	
	(17) Positioning and securing a mesh to a mesh frame	147,97
	(18) Hanging loops on needles in compression tufting	
	(19) Loading, wheeling and operation a clothspreading machine	
	(20) Operating a teasing machine	
	(21) Attending a loopmaking machine	
	(22) Attaching loops to buttons or tufts	
	(23) Fitting bed irons, domes, casters and sockets	
	(24) Staining and/or varnishing frames by hand	
	(25) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames	
	(26) Fixing bed irons	
	(27) Attaching spring units to bed frames	
	(28) Filling pillows, cushions and bolsters, with materials other than spring interiors and/or spring units	145,43
	(29) Mass-measuring pillows, bolsters, cushions and quilts	
	(30) Stripping bedding	
	(31) Cutting chain, hoop iron or any other similar materials	
	(32) Teasing coir or any other materials by hand	147,97
	(33) The tacking on of cardboard or calico backs to upholstered headboards	145,43
	(34) Glueing plastic mesh to foam	
(iii)	Learners employed in learning the class of work referred to in subclause (i) (bedding making)—	
	during the first six months of employment	146,52
	during the second six months of employment	149,30
	during the third six months of employment	151,60
	during the fourth six months of employment	153,89
	thereafter	159,51

Wages		AREA A Per week R
(XII) (i)	Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operations mentioned in subclause (ii).....	185,53
(ii)	Sundry operations:	
	(1) Seamster or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine.....	154,42
	(2) Cutting edge-to-edge, but excluding cutting for pattern matching.....	145,43
	(3) Pressing and/or ironing curtaining.....	
	(4) Handling materials.....	
(iii)	Learners employed in learning the class of work referred to in subclause (ii) (1) (seamsters) —	
	during the first six months of employment.....	143,44
	during the second six months of employment.....	145,54
	during the third six months of employment.....	147,64
	during the fourth six months of employment.....	150,23
	thereafter.....	154,42
(iv)	Learners employed in learning the class of work referred to in subclause (1), other than the sundry operations referred to in subclause (ii) and learner seamsters referred to in subclause (iii).....	The minimum prescribed rates for learner journeymen as Clause (X) of this Schedule.
(XIII) (A)	Labouring, i.e. —	
	(1) Assisting a machinist in handling materials before and after machining.....	145,43
	(2) attending a boiler, incinerator and/or oven.....	
	(3) attending to dust bags and/or cyclones of sanding machines.....	
	(4) baling and dipping of upholstery springs.....	
	(5) beating and/or teasing coir by hand.....	
	(6) cleaning and sweeping of premises.....	
	(7) cleaning machinery, plant, tools and utensils.....	
	(8) cleaning and blowing down of equipment.....	
	(9) cleaning metal rods.....	
	(10) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials.....	
	(11) delivery by manually propelled vehicles.....	
	(12) delivery of letters and parcels.....	
	(13) filling of cushions with substances of materials, other than spring interiors and/or spring units by hand.....	
	(14) glueing sandpaper discs.....	
	(15) handling materials.....	
	(16) lime washing.....	
	(17) loading and/or unloading vehicles.....	
	(18) loading and unloading kilns.....	
	(19) making tea or other similar beverages.....	
	(20) oiling and greasing machines and/or vehicles.....	
	(21) operating presses of any type.....	
	(22) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers.....	
	(23) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine.....	
	(24) pushing or pulling a vehicle or handcart.....	
	(25) riveting or making threads on iron bolts and rods.....	
	(26) straightening and/or cutting hoop iron used for webbing.....	
	(27) stripping second-hand upholstery and bedding.....	
	(28) taping of veneers and attending veneer press.....	
	(29) the treatment of timber for preservation.....	
	(30) unpacking, baling and unbaling raw materials.....	
	(31) wrapping in paper or cardboard.....	
(B)	Labourers: New entrants (see definition under clause 3):	
	During first six months of employment in the Industry.....	130,43
(XIV)	Miscellaneous:	
	(1) Welding, other than spot-welding.....	185,53
	(2) Machine maintenance mechanic.....	
	(3) Spot-welding.....	
	(4) Despatch clerk, storeman, time-keeper.....	154,42
	(5) Caretaker or watchman.....	153,63
	(6) Packer.....	147,77
	(7) The construction of spring interiors and/or spring units and the manufacture of their component parts.....	147,97
	(8) Leaner packer.....	145,43
	(9) Bending, punching, riveting, drilling and/or assembling metal parts.....	
(XV) (i)	Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorised probation period.....	146,02
(ii)	All other juveniles.....	The minimum wage prescribed in this Agreement for employees employed on the same class of work

Wages	AREA A Per week R
(XVI) Office employees—	
during the first year of employment	146,65
during the second year of employment	150,89
during the third year of employment	157,35
during the fourth year of employment	163,80
during the fifth year of employment	170,60
thereafter	179,08
(XVII) Casual labourer:	
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only	Daily wage: Prescribed wage, plus 10 per cent divided by 5.
(XVIII) Chargehand:	
In charge of employees who have no journeyman status	R10,00 per week above his minimum prescribed wage for the class of work performed by him.
In charge of journeyman	R15,00 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work.
(XIX) (i) Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (ii)	185,53
(ii) The classes of work referred to in clauses (I) (ii), (IV) (II), (V) (ii), (VII) (ii) and (IX) (ii) hereof....	The minimum wage prescribed in this Agreement for the employees employed in the same class of work.
Geteken te Durban op hede die 24ste dag van Augustus 1989.	Signed at Durban this 24th day of August 1989.
M. J. McEWEN, Voorsitter. A. W. AZAMALLY, Ondervoorsitter. J. S. OLIVIER, Sekretaris.	M. J. McEWEN, Chairman. A. W. AZAMALLY, Vice-Chairman. J. S. OLIVIER, Secretary.

No. R. 392

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL.—WYSIGING VAN VOORSORGFONDS-, SIEKTEBYSTANDS-GENOOTSKAP- EN STERFTE- BYSTANDSVERENIGINGOOREENKOMS

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 31 Julie 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

No. R. 392

23 February 1990

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, NATAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION 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 31 July 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 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, Beroep of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, NATAL.— VOORSORGFONDS, SIEKTEBYSTANDSGENOOTSKAP EN STERFTEBYSTANDSVERENIGING

OOREENKOMS

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

Natal Furniture Manufacturers' Association

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

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, Natal,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1573 van 25 Julie 1986, soos verleng en gewysig deur Goewermentskennisgewings Nos. R. 532 van 21 Maart 1986, R. 741 van 18 April 1986, R. 1471 van 10 Julie 1987 en R. 2625 van 23 Desember 1988, te wysig.

HOOFSTUK I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in Gebied A wat bestaan uit die landdrosdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;

(c) in Gebied B wat bestaan uit die landdrosdistrikte Greytown, Lionsrivier, Port Shepstone, Richmond, Lower Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle;

(d) in Gebied C wat bestaan uit die oorblywende gedeelte van die provinsie Natal.

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

(a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers soos omskryf in die Hofooreenkoms;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;

(c) nie van toepassing nie op 'n werknemer of werkende werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid is of daarna word van 'n ander fonds wat pensioen- en/of bystandsvoordele verskaf en wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of op die werkgewer van sodanige werknemer, slegs gedurende dié tydperk waarin sodanige ander fonds voortbestaan en beide werkgewer en werknemer deelnemers daarin is, indien die voordele wat sodanige ander fonds verskaf na die mening van die Raad oor die algemeen nie minder gunstig is as die voordele wat deur die Raad se fonds verskaf word nie;

(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 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 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. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

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

Natal 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

(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, Natal,

to amend the Agreement published under Government Notice No. R. 1573 of 25 July 1986, as extended and amended by Government Notices Nos. R. 532 of 21 March 1986, R. 741 of 18 April 1986, R. 1471 of 10 July 1987 and R. 2625 of 23 December 1988.

CHAPTER I

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in Area A which consist of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;

(c) in Area B which consists of the Magisterial District of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle;

(d) in Area C which consists of the remainder of the Province of Natal.

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

(a) only apply in respect of employees of whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;

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

(c) not apply to any employee or working employer who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in existence on the said date and in which the employer of that employee is on the said date a participant, or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which such other fund provides are on the whole not less favourable than the benefits provided by the Council's fund;

(d) nie van toepassing nie op 'n werkgever wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat ten alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgevers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgever wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers die keuse kan uitoefen om op 'n vrywillige grondslag deelname te hê in die fondse waarvoor daar voorsiening gemaak word.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende omskrywing in na die omskrywing "ouditeur": " 'bystand' 'n bedrag geld;".

(2) Voeg die volgende omskrywing in na die omskrywing "afhanklike": " 'vroë aftrede' afdanking na die ouderdom van 55 jaar;".

(3) In die Engelse teks, in die omskrywing van "dependant", in paragraaf (d), voeg die woord "are" in na die woorde "deceased member".

HOOFSTUK II

3. KLOUSULE 3.—LIDMAATSKAP

Voeg die volgende woorde in aan die einde van subklousule (2):

"Met dien verstande dat waar 'n lid wat al sy bystand ingevolge klousule 5 van hierdie Hoofstuk ontvang het, weer in die Nywerheid in diens geneem word na die ouderdom van 55, die bydraes betaalbaar ingevolge klousule 4 (1) (a) oorgedra moet word na die lid se krediet in die Vakansiefonds."

4. KLOUSULE 5.—BYSTAND

(1) In subklousule (1) (a), vervang die syfer "24", oral waar dit voorkom, deur die syfer "12".

(2) In subklousule (1) (b), voeg die volgende subparagraaf (iii) in na subparagraaf (ii):

"(iii) afdanking na die ouderdom van 55: Met dien verstande dat herindiensneming nie vir die lid beskikbaar is nie."

(3) In subklousule (3), voeg die volgende paragrafe (d) en (e) in na paragraaf (c):

"(3) (d) 'n Lid kan 'n ander persoon as 'n afhanklike as begunstigde benoem om die bystand voortspruitend uit die Fonds by die lid se afsterwe te ontvang.

(3) (c) 'n Begunstigde wat ingevolge paragraaf (d) benoem word, moet skriftelik aan die Fonds benoem word: Met dien verstande dat indien daar 'n dispuut oor die identiteit van 'n begunstigde ontstaan, die Bestuurskomitee die saak moet ondersoek en tot sodanige besluit kom betreffende die betaling van die bystand as wat hy as billik beskou: Voorts met dien verstande dat die besluit van die Bestuurskomitee in hierdie verband finaal is."

(4) In subklousule (4), vervang paragraaf (a) tot (c) deur die volgende:

"(a) Elke werkgever moet die Sekretaris in kennis stel van die dood van 'n lid in sy diens binne 10 dae nadat hy van die lid se dood verneem het.

(b) By bewyslewering, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, moet die Fonds aan die afhanklike, of indien geen afhanklike opgespoor kan word nie, aan die begunstigde genominee ingevolge subklousule (3) (d) en (e) van hierdie klousule, 'n bedrag betaal gelyk aan die totale bedrag van die lid en die werkgever se bydraes ten opsigte van sodanige lid, plus rente en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is.

(c) Die boedel van 'n afgestorwe lid het geen eis teen die Fonds ten opsigte van enige bedrag wat ingevolge paragraaf (b) hiervan betaal is nie.

(d) As die afhanklike of begunstigde 'n minderjarige is, moet die Bestuurskomitee die bystand aan die wettige voog van sodanige minderjarige betaal, om tot voordeel en in belang van die minderjarige aangewend te word.

(d) not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs less than five employees at all times in or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the funds provided for on a voluntary basis.

2. CLAUSE 3.—DEFINITIONS

(1) Insert the following definition after the definition "auditor": " 'benefit' means an amount of money;".

(2) Insert the following definition after the definition "dependant": " 'Early retirement' means retrenchment after the age of 55;".

(3) In the definition of "dependant", in paragraph (d), insert the word "are" after the words "deceased member".

CHAPTER II

3. CLAUSE 3.—MEMBERSHIP

Insert the following wording at the end of subclause (2):

" Provided that where a member who had received all his benefits in terms of clause 5 of this Chapter is re-employed in the Industry after the age of 55, the contributions payable in terms of clause 4 (1) (a) shall be diverted to the member's credit in the Holiday Fund."

4. CLAUSE 5.—BENEFITS

(1) In subclause (1) (a), substitute the figure "12" for the figure "24" wherever it occurs.

(2) In subclause (1) (b), insert the following subparagraph (iii) after subparagraph (ii):

"(iii) Retrenchment after the age of 55: Provided that re-employment is not available to the member."

(3) In subclause (3), insert the following paragraphs (d) and (e) after paragraph (c):

"(3) (d) A member may nominate a beneficiary who shall be a person other than a dependant, to receive the benefit accruing under the Fund on his death.

(3) (e) Any beneficiary nominated in terms of clause 5 (3) (d) shall be nominated in writing to the Fund: Provided that, in the event of a dispute arising as to the identity of a beneficiary, the Management Committee shall investigate the matter and shall come to such decision regarding payment of the benefit as it deems equitable: Provided further that the decision of the Management Committee in this regard shall be final."

(4) In subclause (4), substitute the following for paragraphs (a) to (e):

"(a) Every employer shall notify the Secretary of the death of any member in his employ within 10 days of such death having come to his notice.

(b) Upon receipt of proof, satisfactory to the Management Committee, of the death of a member, the Fund shall pay the dependant or, if no dependant can be traced, the beneficiary nominated in terms of subclause (3) (d) and (e) of this clause, an amount equal to the aggregate amount of the member's and employer's contributions in respect of such member, plus interest and bonuses credited thereto in terms of clause 6 of this Chapter.

(c) The estate of a deceased member shall have no claim against the Fund in respect of any amount paid in terms of paragraph (b) hereof.

(d) If the dependant or beneficiary is a minor, the Management Committee shall pay the benefit to such minor's legal guardian, to be used to the advantage and interests of the minor.

(e) Enige bystand betaalbaar deur die Fonds ten opsigte van 'n afgestorwe lid maak nie deel uit van die bates in die boedel van die lid nie, en daar moet soos volg daarmee gehandel word:

(i) Die Sekrêteris moet, so spoedig doenlik nadat hy inligting vanuit enige bron van die dood van 'n lid ontvang het, die lid se afhanklike skriftelik daarvan in kennis stel, asook van die lid se jongsbekende werkplek, en dat bystand geëis kan word by 'n adres deur die Bestuurskomitee vermeld: Met dien verstande dat, waar daar meer as een afhanklike is, die bystand in sodanige verhouding uitbetaal moet word as wat die Bestuurskomitee as billik beskou;

(ii) indien die die Fonds nie bewus is of word van of nie binne een maand na bewyslewering van sodanige lid se dood 'n afhanklike kan opspoor nie, moet die Bestuurskomitee 'n advertensie in albei amptelike landstale plaas in drie agtereenvolgende uitgawes van drie dagblaie in omloop in die Republiek van Suid-Afrika waarvan een 'n nuusblad moet wees wat in omloop is in die distrik waarin die afgestorwe lid normaalweg woonagtig was, en in sodanige advertensie moet die jongsbekende werkplek van die oorlede lid, die laaste woonadres, asook dat bystand beskikbaar is vir opvordering deur die afhanklike by 'n adres wat die Bestuurskomitee aandui, vermeld word;

(iii) indien die Fonds nie bewus word van of nie 'n afhanklike kan opspoor nie, of as die afhanklike nie die bystand binne 12 maande vanaf die datum van die laaste plasing van die advertensie in subparagraaf (ii) bedoel, opeis nie en die lid 'n begunstigde ingevolge klousule 5 (3) (d) en (e) hierbo benoem het, moet die Sekrêteris sodanige begunstigde skriftelik in kennis stel van die lid se afsterwe, met vermelding die lid se jongsbekende werkplek en dat bystand geëis kan word by 'n adres wat deur die Bestuurskomitee aangedui word;

(iv) indien die Fonds nie bewus word van of nie 'n begunstigde kan opspoor nie, of indien sodanige begunstigde nie die bystand binne 12 maande vanaf die datum van die brief in subparagraaf (iii) hierbo genoem, opeis nie, of as geen afhanklike opgespoor is en geen begunstigde benoem is nie, word sodanige bystand aan die Fonds verbeur as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (c) van hierdie Hoofstuk, ten bate van die oorblywende lede; en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na goedgekeurde bedrae aan die betrokke afhanklike of begunstigde te betaal uit die geld wat aan die Fonds teruggeval het."

(5) In subklousule (8) —

(a) Vervang paragraaf (a) deur die volgende:

"(a) As bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan 'n afhanklike of 'n begunstigde ingevolge subklousule (4) van hierdie klousule, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Bestuurskomitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike landstale, plaas in drie agtereenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika in omloop is waarin bekendgemaak word dat 'n opgawe beskikbaar is op die kantoor van die Raad ter insae van lede of die afhanklikes of begunstigdes van sodanige lede wat die Nywerhede verlaat het voor en tot op die vervaldatum van die onopgeëistes Voorsorgfondsydraes wat in die opgawe verskyn en waarin sodanige lede of hul afhanklikes of begunstigdes versoek word om eise vir sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word." 914008 waarop sodanige eise ingedien word."

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

"(b) Die komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid, of as geen eis van 'n lid ontvang word nie, aan sy afhanklike of begunstigde wat eise ingedien het op die wyse hierin voorgeskryf, na goedgekeurde sodanige bedrae betaal wat nie meer is as die volle bystand wat aan die lid verskuldig is nie: Met dien verstande dat sodanige betaling gedoen moet word aan die afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk I van hierdie Ooreenkoms: Voorts, met dien verstande dat betaling slegs aan 'n begunstigde gedoen kan word as geen eis van 'n afhanklike ontvang word nie."

(e) Any benefit payable by the Fund in respect of a deceased member shall not form part of the assets in the estate of such member, but shall be dealt with in the following manner:

(i) The Secretary shall, as soon as possible after receiving information from any source of the death of a member, notify the member's dependant by letter stating the last known place of work of the member and that benefits may be claimed at an address specified by the Management Committee: Provided that, where there is more than one dependant, the benefit shall be paid in such proportions as the Management Committee may deem equitable;

(ii) If the Fund does not become aware of or cannot trace any dependant of the member within a month of receiving proof of such member's death, the Management Committee shall insert an advertisement in both official languages in three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known address and that benefits are available for collection by the dependant at an address specified by the Management Committee;

(iii) if the Fund does not become aware of or cannot trace any dependant of the member, or if the dependant does not claim the benefit within 12 months of the date of the last insertion of the advertisement referred to in subparagraph (ii) hereof, and the member has nominated a beneficiary in terms of clauses 5 (3) (d) and 5 (3) (e) above, the Secretary shall notify such beneficiary by letter stating the last known place of work of the member and that benefits may be claimed at an address specified by the Management Committee;

(iv) if the Fund does not become aware of or cannot trace the beneficiary, or if such beneficiary does not claim the benefits within 12 months of the date of the letter referred to in subparagraph (iii) above or if no dependant has been traced and no beneficiary has been nominated, such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members, and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled, in its absolute discretion, to make payments to the dependant or beneficiary concerned out of the moneys which have reverted to the Fund."

(5) In subclause (8) —

(a) substitute the following for paragraph (a):

"(a) If any benefit due and payable, other than a benefit due and payable to a dependant or a beneficiary in terms of subclause (4) of this clause, is not claimed within two years from the due date thereof, the Management Committee shall, after the expiry of the two-year period, insert an advertisement, in both official languages, in three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available for scrutiny at the offices of the Council by members who left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the schedule, or the dependants or beneficiaries of such members, and calling upon such members or their dependants or beneficiaries to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made."

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

"(b) The committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member, or if no claims are received from a member, to his dependant or beneficiary who has submitted a claim in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependants in the order of preference contained in the definition "dependant" as defined in clause 3 of Chapter I of this Agreement: Provided further that payment shall only be made to a beneficiary if no claim is received from a dependant."

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

“(c) As geen eis ingevolge paragraaf (a) hiervan binne 'n tydperk van drie maande vanaf die datum van plasing van die laaste advertensie van 'n lid of sy afhanklike of sy begunstigde ontvang is nie moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld aan die vakvereniging verstrek wat moet poog om binne 'n verdere tydperk van drie maande die lid of sy afhanklike of begunstigde op te spoor. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie van 'n lid of sy afhanklike of begunstigde ontvang is nie, moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk, ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die dienste van 'n lid in die Nywerheid, die bevoegdheid het om na goeddunke, bedrae aan die betrokke lid of afhanklike of begunstigde te betaal uit die geld wat aan die Fonds teruggeval het.”

6. HOOFSTUK III: KLOUSULE 8.—BYSTAND.

In subklousule (4) (l), vervang die syfer “R100,00” deur die syfer “R200,00”.

HOOFSTUK IV: KLOUSULE 5.—STERFTEBYSTAND.

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

“(2) As 'n gestorwe lid geen afhanklike of begunstigde het nie kan die Komitee na goeddunke 'n aansoek om 'n *ex gratia*-betaling ten opsigte van die begrafniskoste van sodanige gestorwe lid oorweeg: Met dien verstande dat as die Komitee sou besluit om sodanige betaling te doen, dit hoogstens R250,00 mag bedra in die geval van lede in subklousule (1) bedoel. Die Komitee se beslissing ten opsigte van sodanige aansoek is finaal.”

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

“(3) As 'n gestorwe lid geen afhanklike of begunstigde het nie, moet die Bestuurskomitee die bedrag wat die gestorwe lid sou ontvang het indien hy 'n afhanklike of begunstigde gehad het, min alle *ex gratia*-betalings wat ingevolge subklousule (2) gemaak is, oordra na 'n reserwe wat ingestel word vir die betaling van bystand aan die afhanklikes van nie-bydraende lede wat ten tyde van hul dood nie tot die vereniging bygedra het nie om redes in klousule 3 (3) (a) en (c) uiteengesit.”

Geteken te Durban op hede die 21ste dag van Augustus 1989.

M. J. McEWEN,
Voorsitter.

A. W. AZAMALLY,
Ondervoorsitter.

J. S. OLIVIER,
Sekretaris.

No. R. 393

23 Februarie 1990

WET OP ARBEIDSVARHOUDINGE, 1956

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

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van Goewermentskennisgewings Nos. R. 1133 van 8 Junie 1984, R. 107 van 16 Januarie 1987 en R. 2635 van 27 November 1987, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1991 eindig.

E. VANDER M. LOUW,
Minister van Mannekrag.

(e) Insert the following new paragraph (c):

“(c) Should no claim in terms of paragraph (a) hereof been received from a member or his dependant or beneficiary within a period of three months of the last insertion of the advertisement, the Fund shall supply the trade union with copies of the schedule of such unclaimed moneys and the trade union shall, within a further period of three months, try to trace the member or dependant or beneficiary. Should no claim have been received from a member or his dependant or beneficiary within a period of six months from the date of the last insertion of the advertisement, the benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members, and there shall thereafter be no further claim against the fund: Provided that the Management committee shall, in the event of a claim being received within a period of five years from the date of termination of services of a member in the Industry, be entitled, in its absolute discretion, to make payment to the member or dependant or beneficiary concerned out of the moneys that have reverted to the Fund.”

6. CHAPTER III: CLAUSE 8.—BENEFITS

In subclause (4) (l), substitute the figure “R200,00 for the figure “R100,00”.

7. CHAPTER IV: CLAUSE 5.—MORTALITY BENEFITS

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

“(2) Should a deceased member have no dependant or beneficiary, the Committee may, in its discretion, consider an application for an *ex gratia* payment in respect of burial costs of such deceased member: Provided that, should the Committee decide to make such payment, it shall not exceed the amount of R250,00 in the case of members referred to in subclause (1). The Committee's decision in regard to such application shall be final.”

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

“(3) Where a deceased member has no dependant or beneficiary, the Management committee shall transfer such amount as the deceased member would have received had he had dependants or a beneficiary, less any *ex gratia* payments made in terms of subclause (2), to a reserve created for the payment of benefits to the dependants of non-contributing members who, at the time of their death, were not contributing to the Association for reasons specified in clause 3 (3) (a) and (c).”

Signed at Durban this 24th day of August 1989.

M. J. McEWEN,
Chairman.

A. W. AZAMALLY,
Vice-Chairman.

J. S. OLIVIER,
Secretary.

No. R. 393

23 February 1990

LABOUR RELATIONS ACT, 1956

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

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 1133 of 8 June 1984, R. 107 of 16 January 1987 and R. 2635 of 27 November 1987, to be effective from the date of publication of this notice and for the period ending 30 June 1991.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 394

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956

JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).—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 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 7 en 8, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP)

OOREENKOMS

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

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

wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap),

om die Hoofooreenkoms, gepubliseer by Goewermetskennisgewing No. R. 1133 van 8 Junie 1984, soos gewysig en hernieu deur Goewermetskennisgewings Nos. R. 2070 van 26 September 1986, R. 107 van 16 Januarie 1987, R. 146 van 30 Januarie 1987, R. 975 van 30 April 1987, R. 2635 van 27 November 1987, R. 70 van 22 Januarie 1988, R. 1233 van 24 Junie 1988 en R. 1454 van 7 Julie 1989, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Juweliersware- en Edelmetaalnywerheid (Kaap) nagekom word—

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

(b) in die landdrosdistrik Die Kaap, uitgesonderd daardie gedeeltes wat voor 24 Oktober 1958 en 9 Maart 1973 (Goewermetskennisgewings No. 1559 van 24 Oktober 1958 en 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het, maar met inbegrip van daardie gedeeltes van die landdrosdistrik Goodwood wat voor 3 Oktober 1975 en 12 Desember 1980 (Goewermetskennisgewings Nos. 1882 van 3 Oktober 1975 en 2536 van 12 Desember 1980) binne die landdrosdistrik Die Kaap geval het.

No. R. 394

23 February 1990

LABOUR RELATIONS ACT, 1956

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).—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 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) 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), 7 and 8, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 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. van der Merwe Louw,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)

AGREEMENT

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

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

being the parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape),

to amend the Main Agreement, published under Government Notice, No. R. 1133 of 8 June 1984, as amended and renewed by Government Notices Nos. R. 2070 of 26 September 1986, R. 107 of 16 January 1987, R. 146 of 30 January 1987, R. 975 of 30 April 1987, R. 2635 of 29 November 1987, R. 70 of 22 January 1988, R. 1233 of 24 June 1988 and R. 1454 of 27 July 1989.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Jewellery and Precious Metal Industry Cape—

(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 District of The Cape, excluding those portions which prior to 24 October 1985 and 9 March 1973 (Government Notices 1559 of 24 October 1958 and 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of the Cape.

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

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

(b) op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekrasopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is nie.

2. KLOUSULE 2.—GELDIGHEDSDUUR VAN OOREENKOMS

Vervang klousule 2 deur die volgende:

“Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van 18 maande of vir sodanige tydperk as wat hy bepaal.”

3. KLOUSULE 3.—WOORDOMSKRYWING

Voeg die volgende omskrywing in tussen die omskrywings “besoldiging” en “loon”:

“‘vakvereniging’ die Jewellers’ and Goldsmiths’ Union;”

4. KLOUSULE 5.—GEWONE WERKURE

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

“(1) (b) behoudens paragraaf (a) hiervan, vyf uur per dag op Saterdag.”

5. KLOUSULE 6.—INDELING VAN WERK EN GEWONE MINIMUM LONE VIR GEWONE WERKURE

Vervang klousule 6 deur die volgende:

“Die minimum weeklone wat 'n werkgewer aan elkeen van ondergenoemde klasse werknemers moet betaal, is soos volg:

A.—VAKMAN SE WERK

Enigeen of meer van die volgende werksaamhede, ongeag die groep of groepe waaronder hulle val:

Klassewerk	Weekloon R
Groep I.—Monteer- en/of edelmetaalwerk:	
(a) Edelmetale leger.....	205,00
(b) Met die hand monteer, met of sonder die gebruik van handgereedskap.....	205,00
(c) Metaal met die hand fatsoeneer deur dit te buig, te vou en/of te manipuleer.....	205,00
(d) Vorms vir die giet van edelmetale maak en/of voorberei, maar uitgesonderd die voorbereiding van vorms vir die giet van gewone gietblokke van edelmetaal.....	205,00
(e) Metaal sny as 'n werk wat voortvloei uit die werk wat deur die bepaalde vakman verrig word.....	205,00
(f) Boorwerk deur middel van handgereedskap (met inbegrip van 'n boor met 'n buigsame as) of met 'n elektriese aangedrewe handboor.....	205,00
(g) Metaal met 'n handvyl vyl.....	205,00
(h) Metaal met 'n handhamer of ander handgereedskap uitklop.....	205,00
(i) Draaibankwerk.....	205,00
(j) Metaal voorberei vir trekpyl of charnier (maak uitgesonderd die trek van metaal deur trekplate).....	205,00
(k) Ponswerk met 'n handpons of ander handgereedskap of -instrument.....	205,00
(l) 'n Vervaardigde artikel of 'n gedeelte van sodanige artikel herstel en/of verander.....	205,00
(m) Metaal met 'n figuursaag saag.....	205,00
(n) Metaal met die hand en met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp soldeer (afgesien daarvan of sodanige blaaspyp met die mond of met lugdruk in werking gebring word).....	205,00
(o) Metaal deur middel van masjiensoldeer en/of 'n soldeermasjiens bedien en/of 'n soldeeroord bedien.....	205,00
(p) Spinwerk.....	205,00

Opmerking.—Die uitdrukkings ‘leger’ en ‘edelmetale’ word in klousule 3 omskryf.

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

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

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

2. Clause 2.—Period of operation of agreement

Substitute the following for clause 2:

“This Agreement shall come into operation on such date as may be fixed by the Minister in terms of section 48 of the Act and shall remain in force for a period of 18 months or for such period as may be determined by him.”

3. CLAUSE 3.—DEFINITIONS

Insert of following definition between the definitions “Remuneration” and “Wage”:

“‘trade union’ means the Jewellers’ and Goldsmiths’ Union;”

4. CLAUSE 5.—ORDINARY HOURS OF WORK

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

“(1) (b) subject to paragraph (a) hereof, five hours per day on Saturday.”

5. CLAUSE 6.—CLASSIFICATION OF WORK AND ORDINARY MINIMUM WAGES FOR ORDINARY HOURS OF WORK

Substitute the following for clause 6:

“The minimum weekly wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

A.—JOURNEYMAN'S WORK

Any one or more of the following operations, irrespective of the group or groups in which they appear:

Classes of work	Weekly wage R
Group I.—Mounting and/or precious metal working:	
(a) Alloying precious metals.....	205,00
(b) Assembling by hand, with or without the use of hand tools.....	205,00
(c) Bending, plying and/or manipulating metal to shape by hand.....	205,00
(d) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals.....	205,00
(e) Outting metal incidental to the work being performed by the particular journeyman.....	205,00
(f) Drilling by means of any hand tool (including a flexible shaft drill) or by means of electrically operated hand drill.....	205,00
(g) Filling metal with hand file.....	205,00
(h) Hammering metal with hand-operated hammer or any other hand tool.....	205,00
(i) Lathe turning.....	205,00
(j) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates).....	205,00
(k) Punching with hand punch or with any other hand tool or instrument.....	205,00
(l) Repairing and/or altering any manufactured article or part of any such article.....	205,00
(m) Sawing metal with fretsaw.....	205,00
(n) Soldering metal by hand with or without the use of hand tools and with or without the use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure).....	205,00
(o) Soldering metal by any machine and/or operating a soldering oven.....	205,00
(p) Spinning.....	205,00

Note.—The terms ‘alloying’ and ‘precious metals’ are defined in clause 3.

<i>Klassewerk</i>	<i>Weekloon</i> R
Groep II. — Die montering van sierstene:	
(a) Sierstene met die hand, en ook met die gebruik van handgereedschap, monteer	205,00
(b) Sierstene deur middel van handstempels en/of ponsse monteer	205,00
<i>Opmerking.</i> —Die uitdrukking 'sierstene' word in klousule 3 omskryf.	
Groep III. — Graveerwerk:	
(a) Met die hand, en ook met gebruik van handgereedschap, graveer	205,00
(b) Met 'n masjien graveer	205,00
<i>Opmerking.</i> —Die uitdrukking 'graveerwerk' word in klousule 3 omskryf.	
Groep IV. — Emaljerij:	
Handgeskilderde emaljewerk	205,00
<i>Opmerking.</i> —Die uitdrukking 'emaljerij' word in klousule 3 omskryf.	

B. — AMBAGSMAN SE WERK

Werk in enigteen of meer van die volgende ambagte wanneer dit verrig word deur 'n persoon wat in die diens is van 'n werkgewer in die Juweliersware-en-edelmetalaanwyerheid en wanneer dit deur die werkgewer onderneem word in verband met sy eie werksaamhede in sodanige Nywerheid:

<i>Klasse werk</i>	<i>Weekloon</i> R
(a) Spinwerk in verband met onedelmetale	205,00
(b) Sierwerk met onedelmetale	205,00
(c) Kopersmidswerk	205,00
(d) Die maak van stempels en/of setmate en/of gereedschap en/of mate	205,00
(e) Elektrotegniese onderhoudswerk en/of installering	205,00
(f) Monteer- en/of draaiwerk en/of masjienwerk en/of presiesieslypwerk	205,00
(g) Instrumente maak en/of herstel	205,00
(h) Masjiengereedschap opstel	205,00
(i) Timmermanswerk	205,00
(j) Masjiendraaiewerk	205,00
(h) Graveer- en/of stempelsnywerk	205,00

C. — WERKMAN (GRAAD A) SE WERK

Enigteen van die volgende werksaamhede:

Die vyl, saag, boor, monteer en soldeer van vooraf gevormde juweliersware en van markasiet-artikels in silwer, met inbegrip van die gebruik van 'n hammer:

	<i>Weekloon</i> R
Gedurende die eerste jaar ondervinding	65,00
Gedurende die tweede jaar ondervinding	85,00
Gedurende die derde jaar ondervinding	105,00
Daarna	125,00

Opmerking.—Die uitdrukkings 'monteer' en 'vooraf gevormde juweliersware' word in klousule 3 omskryf.

<i>Classes of work</i>	<i>Weekly wage</i> R
Group II. — Setting ornamental stones:	
(a) Setting ornamental stones by hand, including the use of hand tools	205,00
(b) Setting ornamental stones by means of hand-operated dies and/or punches	205,00
(c) Carving and cutting up	205,00
<i>Note.</i> —The term 'ornamental stones' is defined in clause 3.	
Group III. — Engraving:	
(a) Engraving by hand, including the use of any hand tool	205,00
(b) Engraving by operating any machine	205,00
<i>Note.</i> —The term 'engraving' is defined in clause 3.	
Group IV. — Enamelling:	
Hand-painted enamelling	205,00
<i>Note.</i> —The term 'enamelling' is defined in clause 3.	

B. — ARTISAN'S WORK

Work in any one of the following trades when performed by a person in the employ of an employer engaged in the Jewellery and Precious Metal Industry and when undertaken by the employer in connection with his own activities therein:

<i>Classes of work</i>	<i>Weekly wage</i> R
(a) Base metal spinning	205,00
(b) Ornamental base metal working	205,00
(c) Coppersmithing	205,00
(d) Die and/or jig and/or tool and/or gauge making	205,00
(e) Electrical maintenance work and/or installation	205,00
(f) Fitting and/or turning and/or machining and/or precision grinding	205,00
(g) Instrument making and/or repairing	205,00
(h) Machine tools setting up	205,00
(i) Carpentry	205,00
(j) Engine turning	205,00
(k) Die engraving and/or sinking	205,00

C. — OPERATIVE WORK (GRADE A)

Any of the following operations:

Filing, sawing, drilling, assembling and soldering of pre-formed jewellery and of marcasite articles in silver, and shall include the use of a hammer:

	<i>Weekly wage</i> R
During first year of experience	65,00
During second year of experience	85,00
During third year of experience	105,00
Thereafter	125,00

Note.—The terms 'assembling' and 'pre-formed jewellery' are defined in clause 3.

D. — WERKMAN (GRAAD B) SE WERK

Alle werksaamhede in verband met die waslaaggietproses, uitgesonderd dié genoem onder klousule 6J Gietvormsnyers, word in een kategorie saamgevat as gips- en waslaagwerksaamhede en bestaan uit die volgende:

Klasewerk

- (a) Gesmelte was met die hand en/of 'n masjien in vorms inspuit;
- (b) hoeveelhede gips afmeet en meng en dit met behulp van 'n masjien verwyder;
- (c) gipsmengsel in 'n vloeibare vorm met die hand en/of 'n masjien giet in kanne en/of houers waarin kers, gietvertakkings of gietkanale aangebring en/of geplaas is;
- (d) wasmodelkerns, gietvertakkings of gietkanale maak of bou en dit in kanne en/of houers in posisie plaas;
- (e) wasmodelle uit vorms uitwerp en/of uitlig en/of uithaal;
- (f) 'baarde', 'vinne' en/of onreëlmatighede aan wasmodelle afwerk en/of verwyder;
- (g) gietvorms voorberei, vulkaniseer en droog.

Weekloon

R

Gedurende die eerste jaar ondervinding.....	65,00
Gedurende die tweede jaar ondervinding	75,00
Gedurende die derde jaar ondervinding	90,00
Daarna	110,00

E. — WERKMAN (GRAAD C) SE WERK

Engeen of meer van die volgende werksaamhede:

Klasse werk

- (a) Verguld-, plateer- en skuurwerk met rubber- of papierwiele, hetsy met die hand of met 'n masjien (met inbegrip van 'n buigsame as) en/of sandbestraling;
- (b) perssnywerk, persponswerk en/of persbosseleerwerk;
- (c) juweliersware skoonmaak en/of was;
- (d) soliede draad en/of trekpype of charniers uitgloe en trek (in teenstelling met die voorbereiding van die metaal vir trekpype of charniers, wat binne die bestek van 'n vakman se werk val);
- (e) rollers voer en/of mate gebruik;
- (f) onedelmetale en afval van alle edelmetale opsny en dit smelt, giet en in gewone gietblokke gooi;
- (g) artikels in sement, was, skellak en/of ander sementeerstof vas sit en/of vul vir graveerwerk, monter- of masjiendraaiwerk;
- (h) gehalte-, identifikasie-, registrasie-, naam, patent-, datum- en/of karaatmerke afstempel;
- (i) emalje tot 'n fyn poeier vergruis en maal en die gepoeierde emalje was vir die graad I-werksaamhede;
- (j) sierstene, pèrels of ander sierwerk vaslym in of op juweliersware, in die finale produksiestadiums:

Weekloon

R

Gedurende die eerste jaar ondervinding.....	65,00
Gedurende die tweede jaar ondervinding	72,50
Gedurende die derde jaar ondervinding	87,50
Daarna	100,00

D. — OPERATIVE WORK (GRADE B)

All operations in connection with the 'Lost-wax' process of casting, other than those enumerated under clause 6J (Mould Cutters), are amalgamated into one category as plaster and Lost-wax operations and shall be:

Classes of work

- (a) Injection of molten wax into moulds by hand and/or mechanical means;
- (b) measuring quantity and mixing of plaster, including the evacuation of same by mechanical means;
- (c) pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees or sprues have been fitted and/or placed;
- (d) the making or building of wax pattern cores, trees or sprues and the positioning of same in cans and/or containers;
- (e) ejection and/or lifting, and/or taking out of wax patterns from moulds;
- (f) trimming and/or removing 'feather', 'flash' and/or irregularities on wax patterns;
- (g) preparation, vulcanising and curing of moulds:

Weekly wage

R

During first year of experience.....	65,00
During second year of experience	75,00
During third year of experience	90,00
Thereafter	110,00

E. — OPERATIVE WORK (GRADE C)

Any one or more of the following operations:

Classes of work

- (a) Gilding, plating, emerging, including rubberised or paper wheels, either manually or mechanically (including flexible shaft) and/or sandblasting;
- (b) press cutting, press punching and/or press embossing;
- (c) cleaning and/or washing jewellery;
- (d) annealing, drawing solid wire and/or drawing tube or charnier (as distinct from preparing the metal for drawing tube or charnier, which is within the scope of journeyman's work);
- (e) feeding rollers and/or using guages;
- (f) cutting base metals and any precious metal scrap, and the smelting, casting and pouring thereof in plain ingots;
- (g) fixing and/or filling articles in cement, wax, shellac and/or other cementing material for engraving, setting or engine turning;
- (h) stamping quality, identification, registration, name, patent, date and/or carat marks;
- (i) crushing and grinding of enamel into fine powder and washing powdered enamel for Grade I operations;
- (j) glueing of ornamental stones, pearls or other embellishments into or onto articles of jewellery in the final stages of production:

Weekly wage

R

During first year of experience.....	65,00
During second year of experience	72,50
During third year of experience	87,50
Thereafter	100,00

F.—HERHALINGSWERK

- (a) Panne gemonteer artikels wat voorberei is om gesoldeer te word op die bewegende band plaas wat die soldeeroond voer en dit daarvan verwyder;
- (b) samestellende dele van vooraf gevormde juweliersware in setmate plaas en hegswies en soldeersel of soldeer pasta daarop sit voordat die artikels op die bewegende band van 'n soldeeroond geplaas word;
- (c) die prosesse met betrekking tot die produksie van oorringe, d.w.s. met 'n masjien boor, vasklink, saag en vinne verwyder:

	Weekloon
	R
Gedurende die eerste jaar ondervinding.....	65,00
Gedurende die tweede jaar ondervinding.....	72,50
Gedurende die derde jaar ondervinding.....	81,00
Daarna	90,00

G.—POLEERWERK

'n Poleerder beteken iemand wat 'n artikel of samestellende deel van 'n artikel soos in hierdie Ooreenkoms onder 'Juweliersware-en-edelmetaalnywerheid' omskryf, poleer, hetsy met die hand of met 'n masjien, met inbegrip van die gebruik van rubber- of papierwiele en/of buigsame asse:

	Weekloon
	R
Gedurende die eerste jaar ondervinding.....	65,00
Gedurende die tweede jaar ondervinding.....	85,00
Gedurende die derde jaar ondervinding.....	105,00
Daarna	125,00

H. ARBEIDER SE WERK

Enig een of meer van die volgende werksaamhede:

Klasse werk	Weekloon
	R
(a) Persele, gerei, houers, uitrusting, masjinerie en/of gereedschap skoonmaak en/of was.....	92,50
(b) uitrusting en masjinerie olie en/of smeer	92,50
(c) goedere dra, verwyder, toedraai, verpak en/of opstapel	92,50
(d) deure, vensters, kiste, pakkette, bale en/of sakke oop- en/of toemaak	92,50
(e) tee maak en/of ander drank berei	92,50
(f) briewe en/of goedere aflewer en/of afhaal en/of boodskappe doen, hetsy te voet, met 'n fiets, driewiel en/of handvoertuig.....	92,50
(g) 'n handroller draai, 'n handpers swaai, die slinger van 'n handmasjien draai en/of 'n blaser of blaasbalk bedien	92,50
(h) oorklere en/of ander beskermende klere was en/of stryk.....	92,50

I. VAKLEERLINGE

Die lone soos van tyd tot tyd voorgeskryf in die vakleerlingvoorwaardes wat kragtens die Wet of Mannekragopleiding, 1981, vasgestel is.

J. GIETVORMSNIERS

'n Gietvormsnyer is 'n persoon wat rubbergietvorms in verband met waslaagietwerk oopsny:

	Weekloon
	R
Gedurende eerste jaar ondervinding.....	110,00
Daarna	155,00"

5. KLOUSULE 8.—OORTYDWERK

Voeg die volgende nuwe subklousule (5) in.

"(5) 'n Werkgewer wat van 'n werknemer vereis om langer as vyf uur op 'n Saterdag te werk, moet sodanige werknemer vir alle ure wat langer as vyf uur op 'n Saterdag gewerk word, teen oortydтарыев betaal, afgesien van die getal gewone ure wat gedurende die week gewerk is."

F.—REPETITIVE WORK

- (a) Placing on and removing from the moving belt feeding the soldering oven trays of assembled articles prepared for soldering;
- (b) placing into jigs and tack welding component parts of pre-formed jewellery and placing thereon solder or soldering paste preparatory to placing the articles onto the moving belt of a soldering oven;
- (c) processes relating to the production of sleeper earrings, viz, drilling, riveting, sawing and removing flash by mechanical means;

	Weekly wage
	R
During first year of experience	65,00
During second year of experience	72,50
During third year of experience	81,00
Thereafter.....	90,00

G.—POLISHING

A polisher means any person who polishes any article or component part of any articles as defined in this Agreement under 'Jewellery and Precious Metal Industry' either manually or mechanically, including the use of rubberised or paper wheels and/or flexible shafts:

	Weekly wage
	R
During first year of experience	65,00
During second year of experience	85,00
During third year of experience	105,00
Thereafter.....	125,00

H.—LABOURER'S WORK

Any one or more of the following operations:

Classes of work	Weekly wage
	R
(a) Cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools	92,50
(b) oiling, and/or greasing plant and machinery.....	92,50
(c) carrying, moving, wrapping, packing and/or stacking goods.....	92,50
(d) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags	92,50
(e) making tea and/or preparing other beverages.....	92,50
(f) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle, and/or hand-propelled vehicle.....	92,50
(g) turning a hand-roller, swinging a hand press, operating the handle of any hand-operated machine, and/or operating a blower or bellows...	92,50
(h) washing and/or ironing overalls and/or other protective clothing.....	92,50

I.—APPRENTICES

Wages as prescribed from time to time in the conditions of apprenticeship fixed under the Manpower Training Act, 1981.

J.—MOULD CUTTERS

A mould cutter means a person who cuts open rubber moulds in respect of lost wax casting:

	Weekly wage
	R
During first year of experience	110,00
Thereafter.....	155,00"

6. CLAUSE 8.—OVERTIME

Insert a new subclause (5) as follows:

"(5) Any employer who requires an employee to work in excess of five hours on a Saturday shall remunerate such employee at overtime rates for any hours worked in excess of the five hours on a Saturday, irrespective of the number of ordinary hours worked during the week."

6. KLOUSULE 9.—OPENBARE VAKANSIEDAE

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

“(1) Daar moet in die Nyweheid gehou word aan alle statutêre openbare vakansiedae, naamlik, Nuwejaarsdag, Stigtingsdag 6 April), Goeie Vrydag, Gesinsdag (die Maandag na Paassondag), Hemelvaartsdag, Republiekdag (31 Mei), Krugerdag (10 Oktober), Geloftedag (16 Desember), Kersdag, Welwillendheidsdag (26 Desember), en Werkersdag.

Alle werknemers moet ten opsigte van elkeen van genoemde openbare vakansiedae afwesigheidsverlof toegestaan word en moet ingevolge subklousule (2) besoldig word.”

(2) Voeg die volgende voorbehoudsbepaling in aan die einde van subklousule (2):

“: Met dien verstande dat sodanige vakansies op 'n werkdag soos voorgeskryf in klousule 5.5, val.”

8. KLOUSULE 19.—INDIENSNEMING VAN LEDE VAN VAKVERENIGING

(i) Vervang die bewoording van klousule 19 deur die volgende:

“Geen werkgewer wat 'n lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy toelaatbaar is tot lidmaatskap van die vakvereniging wat 'n party by hierdie Ooreenkoms is, nie op die datum waarop hierdie Ooreenkoms in werking tree 'n lid van die vakvereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, 'n lid van die vakvereniging word nie; en geen lid van die vakvereniging mag in diens bly by 'n werkgewer wat nie 'n lid is van die werkgewersorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, 'n lid van die werkgewersorganisasie word nie: Met dien verstande dat hierdie klousule nie van toepassing is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy in die Republiek van Suid-Afrika aangekom het; voorts met dien verstande dat as 'n immigrant te eniger tyd na die eerste 90 dae vanaf die datum waarop hy in die Nyweheid begin werk het, 'n uitnodiging van die vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik van krag word: Voorts met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgewer of 'n werknemer, na die mening van die Raad, sonder 'n grondige rede lidmaatskap deur 'n party by hierdie Ooreenkoms gewier is.”

9. KLOUSULE 20.—LEDEGELD VAN VAKVERENIGING

Vervang die bewoording van klousule 20 deur die volgende:

“Elke werkgewer moet van die weekloon of maandelikse salaris van elke werknemer die bedrag van die ledegeld wat deur sodanige werknemer aan die vakvereniging betaalbaar is, aftrek en die bedrag aldus afgetrek maand vir maand, en wel voor of op die 10de dag van die daaropvolgende maand, aan die Sekretaris van die Nywerheidsraad vir die Juweliersware-en-edelmetaalnyweheid (Kaap), Posbus 1536, Kaapstad, stuur. Die Sekretaris van die Raad moet die bedrag wat aldus ontvang word daarvan aan die sekretaris van die Jewellers and Goldsmiths' Union stuur.”

10. KLOUSULE 23.—DIENSBEÏNDIGING OF VERANDERING VAN DIENSVOORWAARDES

Vervang subklousule (1) deur die volgende:

(1) 'n Weekliks besoldigde werknemer of sy werkgewer moet minstens een week vooraf skriftelik kennis gee en 'n maandeliks besoldigde werknemer of sy werkgewer moet minstens twee weke vooraf skriftelik kennis gee van die beëindiging van 'n dienskontrak of 'n verandering van die diensvoorwaardes na voorwaardes wat minder gunstig vir die werknemer is as dié waarop hy onmiddellik voor sodanige kennisgewing geregtig was: Met dien verstande dat—

(a) die eerste 30 kalenderdae diens 'n proeftydperk moet wees waartydens minstens die kennistydperke in subklousule (1) (a) (i) en (1) (a) (ii) hieronder bedoel van toepassing moet wees; natuurlik dat—

(i) engeen van die partye gedurende die eerste 10 kalenderdae diens in die geval beide weekliks en maandeliks besoldigde werknemers minstens 24 uur vooraf skriftelik kennis kan gee;

7. CLAUSE 9.—PUBLIC HOLIDAYS

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

“(1) All statutory public holidays, namely, New Year's Day, Founders' Day (6 April), Good Friday, Family Day (the Monday after Easter Sunday), Ascension Day, Republic Day (31 May), Kruger Day (10 October), Day of the Vow (16 December), Christmas Day, Day of Goodwill (26 December) and Workers' Day, shall be observed in the Industry.

In respect of each of the said public holidays all employees shall be granted leave of absence from work and shall be remunerated in terms of subclause (2).”

(2) Insert the following proviso at the end of subclause (2):

“: Provided that such holiday is on a working day as prescribed in clause 5.5.”

8. CLAUSE 19.—EMPLOYMENT OF TRADE UNION LABOUR

Substitute the following for the wording of clause 19:

“No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of the trade union which is party to this Agreement, is not a member of such union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation: Provided that the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided further that if any immigrant has at any time after the first 90 days of commencement of his employment in the Industry, refused any invitation from the trade union to become a member of it, the provisions of this clause shall immediately come into operation: Provided further that this clause shall not apply where an employer or employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause.”

9. CLAUSE 20.—TRADE UNION SUBSCRIPTIONS

Substitute the following for the wording of clause 20:

“Every employer shall deduct from the weekly wages or monthly salaries of each employee the amount of subscription payable by such employee to the trade union and shall forward the amount thus deducted to the Secretary of the Industrial Council for the Jewellery and Precious Metal Industry (Cape), P.O. Box 1536, Cape Town, month by month and not later than the 10th day of the following month. The amount thus received shall thereafter be transmitted by the Secretary of the Council to the secretary of the Jewellers' and Goldsmiths' Union.”

10. CLAUSE 23.—TERMINATION OF EMPLOYMENT OR ALTERATION OF CONDITIONS

Substitute the following for subclause (1):

“(1) A weekly-paid employee or his employer shall give not less than one week's notice, in writing, and a monthly-paid employee or his employer shall give not less than two weeks' notice, in writing, of termination of a contract of employment or of alteration in conditions of employment to conditions less favourable to the employee than those which he was entitled to enjoy immediately prior to the giving of such notice: Provided that—

(a) the first 30 calendar days of commencement of employment shall be a trial period during which time at least the notice periods referred to in subclause (1) (a) (i) and (1) (a) (ii) shall apply:

(i) not less than 24 hours' notice in writing may be given by either party during the first 10 calendar days of commencement of employment, in the case of both weekly- and monthly-paid employees;

(ii) enigeen van die partye gedurende die 11de kalenderdag en die 30ste kalenderdag diens in die geval van beide weekliks en maandeliks besoldigde werknemers minstens een week vooraf skriftelik kennis kan gee;

(b) die voorafgaande bepaling nie die volgende raak nie:

(i) Die reg van enigeen van die partye om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig; op

(ii) 'n skriftelike ooreenkoms tussen die partye waarin daar voorsiening gemaak word vir 'n langer kennisgewingstermyn as dié hierbo voorgeskryf: Met dien verstande dat dit nie die ooreenkoms wat voor die afkondiging van hierdie Ooreenkoms aangegaan was, sal raak nie."

Geteken te Kaapstad op hede die 18de dag van Oktober 1989.

M. LEVIN,
Voorsitter.

J. DAVIDS,
Ondervoorsitter.

Mej. K. MARTIN,
Sekretaris.

(ii) not less than one weeks' notice in writing shall be given by either party between the 11th calendar day of employment and the expiry of the 30th calendar day of commencement of employment in the case of both weekly- and monthly-paid employees;

(b) the foregoing shall not affect—

(i) the right of either party to terminate a contract of employment without notice for any cause recognised by law as sufficient; or

(ii) a written agreement between the parties for a longer period of notice than the periods prescribed above: Provided that this shall not affect the agreements entered into prior to the promulgation of this Agreement."

Signed at Cape Town this 18th day of October 1989.

M. LEVIN,
Chairman.

J. DAVIDS,
Vice-Chairman.

Miss K. MARTIN,
Secretary.

No. R. 395

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).— WYSIGING VAN SIEKTEBYSTANDSFONDS- OOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (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 vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5, 6 en 7, 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. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

SIEKTEBYSTANDSFONDS

OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

No. R. 395

23 February 1990

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—AMEND- MENT OF SICK PAY 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 30 June 1990, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; 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), 2, 5, 6 and 7, 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. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

SICK PAY FUND

AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Electrical and Allied Workers' Trade Union of South Africa

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

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

om die Ooreenkoms, gepubliseer by Goewermmentskennisgewing No. R. 1658 van 19 Augustus 1988 (hierna die Herbekragtigingsooreenkoms genoem), soos hernieu deur Goewermmentskennisgewing No. R. 1213 van 9 Junie 1989, te wysig.

DEEL I**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

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

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

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

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

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

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

2. KLOUSULE 3.—SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"Die bepaling vervat in klousule 9 van Deel I, en Deel II van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 2827 van 30 Desember 1983, soos gewysig en herbekragtig by Goewermmentskennisgewings Nos. R. 2481 van 16 November 1984, R. 992 van 23 Mei 1986 en R. 2069 van 26 September 1986 (Hierna die 'Vorige Ooreenkoms' genoem) soos gewysig, herbekragtig en verleng/hernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers."

3. KLOUSULE 4.—ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"Die bepaling vervat in klousules 3 tot en met 8, 10 tot en met 16 van Deel I en Deel III van die Vorige Ooreenkoms, soos gewysig, herbekragtig en verleng/hernieu van tyd, is van toepassing op werkgewers en werknemers."

4. KLOUSULE 15.—ALGEMENE BEPALINGS BETREFFENDE BYDRAES EN BYSTAND

Vervang die bestaande subklousule (4) (c) (v) deur die volgende subklousule:

"(4) (c) (v) afwesigheid van die werk vir een week of langer: Siekterbystand is behoudens paragraaf (k) vir die volle tydperk van afwesigheid betaalbaar: Met dien verstande dat wanneer 'n werknemer 'n lid van die Fonds was vir 'n tydperk van minstens 12 agtereenvolgende maande onmiddellik voor die afwesigheid van die werk as gevolg van ongeskiktheid of siekte en van die werk afwesig is vir drie werkdag of langer die lid geregtig is op siektebystand vanaf die eerste dag van die afwesigheid."

South African Electrical Workers' Association

and the

Electrical and Allied Workers' Trade Union of South Africa

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

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

to amend the Agreement, published under Government Notice No. R. 1658 of 19 August 1988 (hereinafter referred to as the Re-enacting Agreement), as renewed by Government Notice No. R. 1213 of 9 June 1989.

PART I**1. SCOPE OF APPLICATION OF AGREEMENT**

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

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

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

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

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

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

2. CLAUSE 3.—SPECIAL PROVISIONS

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

"The provisions of clause 9 of Part I and Part II of the Agreement published under Government Notice No. R. 2827 of 30 December 1983, as amended and re-enacted by Government Notices Nos. R. 2481 of 16 November 1984, R. 992 of 23 May 1986 and R. 2069 of 26 September 1986 (hereinafter referred to as the "Former Agreement") as amended, re-enacted and extended/renewal from time to time shall apply to employers and employees."

3. CLAUSE 4.—GENERAL PROVISIONS

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

"The provisions contained in clauses 3 to 8, 10 to 16 of Part I and Part III of the Former Agreement as amended, re-enacted and extended/renewed from time to time, shall apply to employers and employees."

4. CLAUSE 15.—GENERAL PROVISIONS RELATING TO CONTRIBUTIONS AND BENEFITS

Substitute the following for the existing subclause (4) (c) (v):

"(v) absence from work for one week or more: Sick pay benefits shall be payable for the full period of absence subject to paragraph (k): Provided that where an employee has been a member of the Fund for a period of not less than 12 consecutive months immediately prior to absence from work due to incapacity or on account of illness, and is absent from work for three working days or more, he shall be entitled to sick pay benefits from the first day of such absence."

DEEL II
SKEMA A

5. KLOUSULE 1.—LIDMAATSKAP

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

“(1) Lidmaatskap aan Skema A is verpligtend vir—

- Meester-elektrisiëns;
- Elektrisiëns en Ambagsmanne;
- Elkonops 3;
- Elkonops 2;
- Vakleerlinge (eerste jaar);
- Vakleerlinge (tweede jaar);
- Vakleerlinge (derde jaar);
- Vakleerlinge (vierde jaar)”.

6. KLOUSULE 2.—BYDRAES

Vervang die bestaande subklousule (1) deur die volgende:

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

<i>Klas werknemers</i>	<i>Bedrag per week Sent</i>
Meester-elektrisiëns	40
Elektrisiëns en Ambagsman	40
Elkonop 3	40
Elkonop 2	36
Vakleerling (eerste jaar)	27
Vakleerling (tweede jaar)	30
Vakleerling (derde jaar)	34
Vakleerling (vierde jaar)	40”.

7. KLOUSULE 3.—BETALING VAN SIEKTEBYSTAND

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

“(1) Behoudens klousule 15 (4) van Deel 1 is siektebystand soos volg aan lede betaalbaar:

Lede met minder as 12 maande diens

<i>Getal dae afwesig van die werk</i>	<i>Bystand</i>
3	1 dag @ 60% van voorgeskrewe loon.
4	2 dae @ 60% van voorgeskrewe loon.
5	5 dae @ 60% van voorgeskrewe loon.
6	6 dae @ 60% van voorgeskrewe loon.
7	7 dae @ 60% van voorgeskrewe loon.
8	8 dae @ 60% van voorgeskrewe loon.
9	9 dae @ 60% van voorgeskrewe loon.
10	10 dae @ 60% van voorgeskrewe loon.
11	9 dae @ 60% van voorgeskrewe loon plus 2 dae @ 50% van voorgeskrewe loon.
12	8 dae @ 60% van voorgeskrewe loon plus 4 dae @ 50% van voorgeskrewe loon.
13	7 dae @ 60% van voorgeskrewe loon plus 6 dae @ 50% van voorgeskrewe loon.
14	6 dae @ 60% van voorgeskrewe loon plus 8 dae @ 50% van voorgeskrewe loon.
15	5 dae @ 60% van voorgeskrewe loon plus 10 dae @ 50% van voorgeskrewe loon.
16	4 dae @ 60% van voorgeskrewe loon plus 12 dae @ 50% van voorgeskrewe loon.
17	3 dae @ 60% van voorgeskrewe loon plus 14 dae @ 50% van voorgeskrewe loon.
18	2 dae @ 60% van voorgeskrewe loon plus 16 dae @ 50% van voorgeskrewe loon.
19	1 dag @ 60% van voorgeskrewe loon plus 18 dae @ 50% van voorgeskrewe loon.
20	20 dae @ 50% van voorgeskrewe loon.

Vir elke daaropvolgende dag afwesig moet die lid 50 % van sy voorgeskrewe loon ontvang.

PART II
SCHEME A

5. CLAUSE 1.—MEMBERSHIP

Substitute the following for the existing subclause (1):

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

- Master electricians;
- Electricians and Artisans;
- Elconops 3;
- Elconops 2;
- Apprentices (first year);
- Apprentices (second year);
- Apprentices (third year);
- Apprentices (fourth year)”.

6. CLAUSE 2.—CONTRIBUTIONS

Substitute the following for the existing subclause (1):

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

<i>Category</i>	<i>Amount per week Cents</i>
Master electricians	40
Electricians and Artisans	40
Elconops 3	40
Elconops 2	36
Apprentices (first year)	27
Apprentices (second year)	30
Apprentices (third year)	34
Apprentices (fourth year)	40”.

7. CLAUSE 3.—SICK PAY BENEFITS

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

“(1) Subject to the provisions of clause 15 (4) of Part I, sick pay benefits shall be payable to members as follows:

Members with less than 12 months' service

<i>Number of days off work</i>	<i>Benefit</i>
3	1 day @ 60% of prescribed wage.
4	2 days @ 60% of prescribed wage.
5	5 days @ 60% of prescribed wage.
6	6 days @ 60% of prescribed wage.
7	7 days @ 60% of prescribed wage.
8	8 days @ 60% of prescribed wage.
9	9 days @ 60% of prescribed wage.
10	10 days @ 70% of prescribed wage.
11	9 days @ 60% of prescribed wage plus 2 days @ 50% of prescribed wage.
12	8 days @ 60% of prescribed wage plus 4 days @ 50% of prescribed wage.
13	7 days @ 60% of prescribed wage plus 6 days @ 50% of prescribed wage.
14	6 days @ 60% of prescribed wage plus 8 days @ 50% of prescribed wage.
15	5 days @ 60% of prescribed wage plus 10 days @ 50% of prescribed wage.
16	4 days @ 60% of prescribed wage plus 12 days @ 50% of prescribed wage.
17	3 days @ 60% of prescribed wage plus 14 days @ 50% of prescribed wage.
18	2 days @ 60% of prescribed wage plus 16 days @ 50% of prescribed wage.
19	1 day @ 60% of prescribed wage plus 18 days @ 50% of prescribed wage.
20	20 days @ 50% of prescribed wage.

For each subsequent day off, the member shall receive 50 % of his prescribed wage.

Lede met 12 maande of langer diens	
Getal dae afwesig van die werk	Bystand
3	3 dae @ 70% van voorgeskrewe loon.
4	4 dae @ 70% van voorgeskrewe loon.
5	5 dae @ 70% van voorgeskrewe loon.
6	6 dae @ 70% van voorgeskrewe loon.
7	7 dae @ 70% van voorgeskrewe loon.
8	8 dae @ 70% van voorgeskrewe loon.
9	9 dae @ 70% van voorgeskrewe loon.
10	10 dae @ 70% van voorgeskrewe loon.
11	9 dae @ 70% van voorgeskrewe loon plus 2 dae @ 50% van voorgeskrewe loon.
12	8 dae @ 70% van voorgeskrewe loon plus 4 dae @ 50% van voorgeskrewe loon.
13	7 dae @ 70% van voorgeskrewe loon plus 6 dae @ 50% van voorgeskrewe loon.
14	6 dae @ 70% van voorgeskrewe loon plus 8 dae @ 50% van voorgeskrewe loon.
15	5 dae @ 70% van voorgeskrewe loon plus 10 dae @ 50% van voorgeskrewe loon.
16	4 dae @ 70% van voorgeskrewe loon plus 12 dae @ 50% van voorgeskrewe loon.
17	3 dae @ 70% van voorgeskrewe loon plus 14 dae @ 50% van voorgeskrewe loon.
18	2 dae @ 70% van voorgeskrewe loon plus 16 dae @ 50% van voorgeskrewe loon.
19	1 dag @ 70% van voorgeskrewe loon plus 18 dae @ 50% van voorgeskrewe loon.
20	20 dae @ 50% van voorgeskrewe loon.

Vir elke daaropvolgende dag afwesig moet die lid 50 % van sy voorgeskrewe loon ontvang."

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

"(2) 'n Werkgewer kan met die voorafgaande toestemming van die Bestuurskomitee en op sodanige voorwaardes as wat die Bestuurskomitee bepaal, betaling(s) regstreeks aan 'n werknemer maak in plaas van siektebystand waarop so 'n werknemer ingevolge hierdie Skema geregtig is. Waar sodanige betaling(s) deur die werkgewer aan die werknemer ingevolge hierdie subklousule gemaak is, moet die Fonds by voorlegging van bewys van sodanige betaling(s) deur die werkgewer aan die betrokke werknemer die werkgewer vergoed vir sodanige betaling(s) en die bedrag aftrek van die bedrag van die bystand wat ingevolge hierdie Skema aan die werknemer betaalbaar is: Met dien verstande dat die bedrag van die vergoeding aan die werkgewer nie meer mag wees as die bedrag van die bystand waarop die werknemer vir die tydperk van afwesigheid ingevolge hierdie Skema geregtig is nie."

DEEL III

SKEMA B

8. KLOUSULE 1. — LIDMAATSKAP

Vervang die bestaande subklousule (1) deur die volgende:

"(1) Lidmaatskap aan Skema B is verpligtend vir —
Elkonops 1;
Herstellers vir huishoudelike toestelle;
Drywers van voertuig waarvan die onbelaste massa —
(a) hoogstens 3 500 kg is;
(b) van 3 501 kg tot 9 000 kg is;
(c) 9 001 kg en meer is;
Arbeiders".

Members with 12 months' and more service	
Number of days off work	Benefit
3	3 days @ 70% of prescribed wage.
4	4 days @ 70% of prescribed wage.
5	5 days @ 70% of prescribed wage.
6	6 days @ 70% of prescribed wage.
7	7 days @ 70% of prescribed wage.
8	8 days @ 70% of prescribed wage.
9	9 days @ 70% of prescribed wage.
10	10 days @ 70% of prescribed wage.
11	9 days @ 70% of prescribed wage plus 2 days @ 50% of prescribed wage.
12	8 days @ 70% of prescribed wage plus 4 days @ 50% of prescribed wage.
13	7 days @ 70% of prescribed wage plus 6 days @ 50% of prescribed wage.
14	6 days @ 70% of prescribed wage plus 8 days @ 50% of prescribed wage.
15	5 days @ 70% of prescribed wage plus 10 days @ 50% of prescribed wage.
16	4 days @ 70% of prescribed wage plus 12 days @ 50% of prescribed wage.
17	3 days @ 70% of prescribed wage plus 14 days @ 50% of prescribed wage.
18	2 days @ 70% of prescribed wage plus 16 days @ 50% of prescribed wage.
19	1 day @ 70% of prescribed wage plus 18 days @ 50% of prescribed wage.
20	20 days @ 50% of prescribed wage.

For each subsequent day off, the member shall receive 50 % of his prescribed wage."

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

"(2) An employer may, with the prior permission of the Management Committee and on such conditions as the Management Committee may determine, make payments direct to an employee in lieu of sick pay benefits to which such employee is entitled in terms of this Scheme. Where any such payment/s has/have been made by an employer to an employee in terms of this subclause, the Fund shall reimburse the employer with the amount/s so paid on production of evidence to the Fund by the employer of such payment to the employee concerned and shall set off such amount/s reimbursed against the amount of benefit payable to the employee in terms of this Scheme: Provided that the amount/s reimbursed to an employer under this subclause shall not exceed the entitlement of the employee to benefits for the period of absence concerned in terms of this Scheme."

PART III

SCHEME B

8. CLAUSE 1. — MEMBERSHIP

Substitute the following for the existing subclause (1):

"(1) Membership of Scheme B shall be compulsory for —
Elkonops 1;
Domestic appliance repairers;
Driver of a vehicle, the unladen mass of which is —
(a) up to 3 500 kg;
(b) from 3 501 kg to 9 000 kg;
(c) 9 001 kg and over;
Labourers".

9. KLOUSULE 2.—BYDRAES

Vervang die bestaande subklousule (1) deur die volgende:

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

<i>Klas werknemer</i>	<i>Bedrag per week Sent</i>
Elkonops 1	35
Herstellers vir huishoudelike toestelle.....	35
Drywers van voertuie waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is.....	32
(b) van 3 501 kg tot 9 000 kg is	35
(c) 9 001 kg en meer is	40
Arbeiders.....	25”.

10. KLOUSULE 3.—BETALING VAN SIEKTEBYSTAND

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

“(1) Behoudens klousule 15 (4) van Deel 1 is siektebystand soos volg aan lede betaalbaar:

Lede met minder as 12 maande diens

<i>Getal dae afwesig van die werk</i>	<i>Bystand</i>
3	1 dag @ 60% van voorgeskrewe loon.
4	2 dae @ 60% van voorgeskrewe loon.
5	5 dae @ 60% van voorgeskrewe loon.
6	6 dae @ 60% van voorgeskrewe loon.
7	7 dae @ 60% van voorgeskrewe loon.
8	8 dae @ 60% van voorgeskrewe loon.
9	9 dae @ 60% van voorgeskrewe loon.
10	10 dae @ 60% van voorgeskrewe loon.
11	9 dae @ 60% van voorgeskrewe loon plus 2 dae @ 50% van voorgeskrewe loon.
12	8 dae @ 60% van voorgeskrewe loon plus 4 dae @ 50% van voorgeskrewe loon.
13	7 dae @ 60% van voorgeskrewe loon plus 6 dae @ 50% van voorgeskrewe loon.
14	6 dae @ 60% van voorgeskrewe loon plus 8 dae @ 50% van voorgeskrewe loon.
15	5 dae @ 60% van voorgeskrewe loon plus 10 dae @ 50% van voorgeskrewe loon.
16	4 dae @ 60% van voorgeskrewe loon plus 12 dae @ 50% van voorgeskrewe loon.
17	3 dae @ 60% van voorgeskrewe loon plus 14 dae @ 50% van voorgeskrewe loon.
18	2 dae @ 60% van voorgeskrewe loon plus 16 dae @ 50% van voorgeskrewe loon.
19	1 dag @ 60% van voorgeskrewe loon plus 18 dae @ 50% van voorgeskrewe loon.
20	20 dae @ 50% van voorgeskrewe loon.

Vir elke daaropvolgende dag afwesig moet die lid 50 % van sy voorgeskrewe loon ontvang.

9. CLAUSE 2.—CONTRIBUTIONS

Substitute the following for the existing subclause (1):

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

<i>Category</i>	<i>Amount per week Cents</i>
Elkonops 1	35
Domestic appliance repairers.....	35
Driver of a vehicle, the unladen mass of which is—	
(a) up to 3 500 kg.....	32
(b) from 3 501 kg to 9 000 kg	35
(c) 9 001 kg and over	40
Labourers	25”.

10. CLAUSE 3.—SICK PAY BENEFITS

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

“(1) Subject to the provisions of clause 15 (4) of Part 1, sick pay benefits shall be payable to members as follows:

Members with less than 12 months' service

<i>Number of days off work</i>	<i>Benefit</i>
3	1 day @ 60% of prescribed wage.
4	2 days @ 60% of prescribed wage.
5	5 days @ 60% of prescribed wage.
6	6 days @ 60% of prescribed wage.
7	7 days @ 60% of prescribed wage.
8	8 days @ 60% of prescribed wage.
9	9 days @ 60% of prescribed wage.
10	10 days @ 60% of prescribed wage.
11	9 days @ 60% of prescribed wage plus 2 days @ 50% of prescribed wage.
12	8 days @ 60% of prescribed wage plus 4 days @ 50% of prescribed wage.
13	7 days @ 60% of prescribed wage plus 6 days @ 50% of prescribed wage.
14	6 days @ 60% of prescribed wage plus 8 days @ 50% of prescribed wage.
15	5 days @ 60% of prescribed wage plus 10 days @ 50% of prescribed wage.
16	4 days @ 60% of prescribed wage plus 12 days @ 50% of prescribed wage.
17	3 days @ 60% of prescribed wage plus 14 days @ 50% of prescribed wage.
18	2 days @ 60% of prescribed wage plus 16 days @ 50% of prescribed wage.
19	1 day @ 60% of prescribed wage plus 18 days @ 50% of prescribed wage.
20	20 days @ 50% of prescribed wage.

For each subsequent day off, the member shall receive 50 % of his prescribed wage.

Lede met 12 maande of langer diens	
Getal dae afwesig van die werk	Bystand
3	3 dae @ 70% van voorgeskrewe loon.
4	4 dae @ 70% van voorgeskrewe loon.
5	5 dae @ 70% van voorgeskrewe loon.
6	6 dae @ 70% van voorgeskrewe loon.
7	7 dae @ 70% van voorgeskrewe loon.
8	8 dae @ 70% van voorgeskrewe loon.
9	9 dae @ 70% van voorgeskrewe loon.
10	10 dae @ 70% van voorgeskrewe loon.
11	9 dae @ 70% van voorgeskrewe loon plus 2 dae @ 50% van voorgeskrewe loon.
12	8 dae @ 70% van voorgeskrewe loon plus 4 dae @ 50% van voorgeskrewe loon.
13	7 dae @ 70% van voorgeskrewe loon plus 6 dae @ 50% van voorgeskrewe loon.
14	6 dae @ 70% van voorgeskrewe loon plus 8 dae @ 50% van voorgeskrewe loon.
15	5 dae @ 70% van voorgeskrewe loon plus 10 dae @ 50% van voorgeskrewe loon.
16	4 dae @ 70% van voorgeskrewe loon plus 12 dae @ 50% van voorgeskrewe loon.
17	3 dae @ 70% van voorgeskrewe loon plus 14 dae @ 50% van voorgeskrewe loon.
18	2 dae @ 70% van voorgeskrewe loon plus 16 dae @ 50% van voorgeskrewe loon.
19	1 dag @ 70% van voorgeskrewe loon plus 18 dae @ 50% van voorgeskrewe loon.
20	20 dae @ 70% van voorgeskrewe loon.

Vir elke daaropvolgende dag afwesig moet die lid 50 % van sy voorgeskrewe loon ontvang."

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

"(2) 'n Werknemer kan met die voorafgaande toestemming van die Bestuurskomitee en op sodanige voorwaardes as wat die Bestuurskomitee bepaal, betaling(s) regstreeks aan 'n werknemer maak in plaas van siektebystand waarop so 'n werknemer ingevolge hierdie Skema geregtig is. Waar sodanige betaling(s) deur die werkgever aan die werknemer ingevolge hierdie subklousule gemaak is, moet die Fonds by voorlegging van bewys van sodanige betaling(s) deur die werkgever aan die betrokke werknemer die werkgever vergoed vir sodanige betaling(s) en die bedrag aftrek van die bedrag van die bystand wat ingevolge hierdie skema aan die werknemer betaalbaar is: Met dien verstande dat die bedrag van die vergoeding aan die werkgever nie meer mag wees as die bedrag van die bystand waarop die werknemer vir die tydperk van afwesigheid ingevolge hierdie Skema geregtig is nie."

Soos gemagtig, vir en namens die partye, op hede die sewende dag van Maart 1989 te Durban onderteken:

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van Raad.

L. A. DICKASON,

Sekretaris van die Raad.

Members with 12 months and more service	
Number of days off work	Benefit
3	3 days @ 70% of prescribed wage.
4	4 days @ 70% of prescribed wage.
5	5 days @ 70% of prescribed wage.
6	6 days @ 70% of prescribed wage.
7	7 days @ 70% of prescribed wage.
8	8 days @ 70% of prescribed wage.
9	9 days @ 70% of prescribed wage.
10	10 days @ 70% of prescribed wage.
11	9 days @ 70% of prescribed wage plus 2 days @ 50% of prescribed wage.
12	8 days @ 70% of prescribed wage plus 4 days @ 50% of prescribed wage.
13	7 days @ 70% of prescribed wage plus 6 days @ 50% of prescribed wage.
14	6 days @ 70% of prescribed wage plus 8 days @ 50% of prescribed wage.
15	5 days @ 70% of prescribed wage plus 10 days @ 50% of prescribed wage.
16	4 days @ 70% of prescribed wage plus 12 days @ 50% of prescribed wage.
17	3 days @ 70% of prescribed wage plus 14 days @ 50% of prescribed wage.
18	2 days @ 70% of prescribed wage plus 16 days @ 50% of prescribed wage.
19	1 day @ 70% of prescribed wage plus 18 days @ 50% of prescribed wage.
20	20 days @ 70% of prescribed wage.

For each subsequent day off, the member shall receive 50 % of his prescribed wage."

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

"(2) An employer may, with the prior permission of the Management Committee and on such conditions as the Management Committee may determine, make payments direct to an employee in lieu of sick pay benefits to which such employee is entitled in terms of this Scheme. Where any such payment/s has/have been made by an employer to an employee in terms of this subclause, the Fund shall reimburse the employer with the amount/s so paid on production of evidence to the Fund by the employer of such payment to the employee concerned and shall set off such amount/s reimbursed against the amount of benefit payable to the employee in terms of this Scheme: Provided that the amount/s reimbursed to an employer under this subclause shall not exceed the entitlement of the employee to benefits for the period of absence concerned in terms of this Scheme."

Signed at Durban as authorised, for and on behalf of the parties, this seventh day of March 1989.

B. CARR,

Chairman of Council.

T. EVANS,

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

No. R. 396

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID (NATAL). — WYSIGING VAN MEDIESE HULPFONDS-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 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,

No. R. 396

23 February 1990

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL). — AMENDMENT OF MEDICAL AID FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice,

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 vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIese NYWEHEID (NATAL)

MEDIESE HULPFONDSOOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Electrical and Allied Workers' Trade Union of South Africa

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

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

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1659 van 19 Augustus 1988 (hierna die Herbekragtigsingsooreenkoms genoem), soos verleng deur Goewermentskennisgewing No. R. 1214 van 9 Junie 1989, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

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

2. ALGEMENE BEPALINGS

Klousules 3 tot en met 19 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2604 van 2 Desember 1983, soos gewysig en herbekragtigt deur Goewermentskennisgewings Nos. R. 1429 van 13 Julie 1984, R. 994 van 23 Mei 1986, R. 2068 van 26 September 1986 en R. 1659 van 19 Augustus 1988 (soos gewysig, herbekragtigt en verleng/hernieu van tyd tot tyd) is van toepassing op werkgewers en werknemers.

3. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing "werknemer" deur die volgende:

"'werknemer' 'n meester-elektrisiën, elektrisiën, ambagsman, Elkonop 3, Elkonop 2 en alle vakleerlinge."

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 unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

MEDICAL AID FUND AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Electrical and Allied Workers' Trade Union of South Africa

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

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

to amend the Agreement published under Government Notice No. R. 1659 of 19 August 1988 (hereinafter referred to as the Re-enacting Agreement), as extended by Government Notice No. R. 1214 of 9 June 1989.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

2. GENERAL PROVISIONS

The provisions contained in clauses 3 to 19 inclusive of the Agreement published under Government Notice No. R. 2604 of 2 December 1983, as amended and re-enacted by Government Notices Nos. R. 1429 of 13 July 1984, R. 994 of 23 May 1986, R. 2068 of 26 September 1986 and R. 1659 of 19 August 1988 (as amended, re-enacted and extended from time to time), shall apply to employers and employees.

3. CLAUSE 3.—DEFINITIONS

Substitute the following for the definition "employee":

"'employee' means a master electrician, electrician, artisan, Elkonop 3, Elkonop 2 and all apprentices."

4. KLOUSULE 10. — VOORDELE

(1) In subklousule (1) (a), vervang die syfer "R5 000" deur die syfer "R6 000".

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

"(b) betaling van koste aangegaan vir gewone tandheelkundige dienste, insluitende plastiese tandestelle, van altesaam hoogstens R800 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;"

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

"(c) betaling van koste vir oogkundige dienste, insluitende die toets van oë en brille, van altesaam hoogstens R300 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;"

(4) In subklousule (1) (d), vervang die syfer "R1 000" deur die syfer "R1 750".

(5) Voeg die volgende nuwe subklousule (1) (e) in:

"(e) betaling van koste aangegaan vir spesiale tandheelkundige dienste, d.w.s. kroon- en brugwerk, goud-inlegwerk, ortodontiek, periodontiek, prostodontiek en tandestelle met 'n metaalbasis, van altesaam hoogstens R400 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;"

(6) Hernommer die huidige subklousule (1) (e) om te lui "(1) (f)".

Namens en soos gemagtig, vir en namens die partye op hede die 6de dag van Desember 1988 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 397

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956**ELEKTROTEGNIËSE NYWERHEID (NATAL). — HERNUWING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE**

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 2748 van 11 Desember 1987 en R. 1660 van 19 Augustus 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1990 eindig.

E. VANDER M. LOUW,
Minister van Mannekrag.

No. R. 398

23 Februarie 1990

WET OP ARBEIDSVERHOUDINGE, 1956**ELEKTROTEGNIËSE NYWERHEID (NATAL). — WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE**

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 vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

4. CLAUSE 10. — BENEFITS

(1) In subclause (1) (a), substitute the figure "R6 000" for the figure "R5 000".

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

"(b) payment of expenses for ordinary dental services, including plastic dentures, not exceeding the amount of R800 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;"

(3) Substitute the following for the existing subclause (1) (c):

"(c) payment of expenses for optical services, including eye-testing and spectacles, not exceeding an amount of R300 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;"

(4) In subclause (1) (d), substitute the figure "R1 750" for the figure "R1 000".

(5) Insert the following new subclause (1) (e):

"(e) payment of expenses for special dental services, i.e. crowns and bridgework, gold inlays, orthodontics, periodontics, prosthodontics and metal base dentures, not exceeding the amount of R400 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;"

(6) Renumber the existing subclause "(1) (e)" as "(1) (f)".

Signed at Durban as authorised, for and on behalf of the parties, this 6th day of December 1988.

B. CARR,

Chairman of Council.

T. EVANS,

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

No. R. 397

23 February 1990

LABOUR RELATIONS ACT, 1956**ELECTRICAL INDUSTRY (NATAL). — RENEWAL OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION**

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 2748 of 11 December 1987 and R. 1660 of 19 August 1988, to be effective from the date of publication of this notice and for the period ending 30 June 1990.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 398

23 February 1990

LABOUR RELATIONS ACT, 1956**ELECTRICAL INDUSTRY (NATAL). — AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION**

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 unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalingen van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 en 14, 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. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

ELEKTROTEGNIËSE AANNEMINGSEKSE

OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Electrical and Allied Workers' Trades Union of South Africa

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2748 van 11 Desember 1987 (hierna die "Herbektigtigingsooreenkoms" genoem), soos hernieu en gewysig deur Goewermentskennisgewings Nos. R. 1660 van 19 Augustus 1988, R. 726 van 14 April 1989, R. 1528 van 14 Julie 1989 en R. 2106 van 29 September 1989, te wysig.

DEEL I

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

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

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

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

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

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

2. SPESIALE BEPALINGS

Vervang klousule 3 van die Herbektigtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Klousules 8 (2) (a) (vii), 18, 34, 35, 36 en 37 (3) van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 967 van 13 Mei 1983, soos gewysig en herbektigtig deur Goewermentskennisgewings Nos. R. 25 van 6 Januarie 1984, R. 1287 van 29 Junie 1984, R. 1367 van 21 Junie 1985, R. 995 van 23 Mei 1986 en R. 1342 van 27 Junie 1986 (hierna die "Vorige Ooreenkoms" genoem), soos gewysig, herbektigtig en verleng/hernieu van tyd tot tyd is van toepassing op werkgewers en werknemers."

- (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), 2, 9 and 14, 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. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

ELECTRICAL CONTRACTING SECTION

AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Electrical and Allied Workers' Trades Union of South Africa

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

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

to amend the Agreement published under Government Notice No. R. 2748 of 11 December 1987 (hereinafter referred to as the "Re-enacting Agreement"), as renewed and amended by Government Notices Nos. R. 1660 of 19 August 1988, R. 726 of 14 April 1989, R. 1528 of 14 July 1989 and R. 2106 of 29 September 1989.

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

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

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

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

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

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

2. SPECIAL PROVISIONS

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

"3. SPECIAL PROVISIONS

The provisions contained in clauses 8 (2) (a) (vii), 18, 34, 35, 36 and 37 (3) of Part 1 of the Agreement published under Government Notice No. R. 967 of 13 May 1983, as amended and re-enacted by Government Notices Nos. R. 25 of 6 January 1984, R. 1287 of 29 June 1984, R. 1367 of 21 June 1985, R. 995 of 23 May 1986 and R. 1342 of 27 June 1986 (hereinafter referred to as the "Former Agreement"), as amended, re-enacted and extended/renewed from time to time shall apply to employers and employees.

3. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 8 (2) (a) (vi), 8 (2) (b) tot en met 17, 19 tot en met 33, 37 (1) en (2), 38 tot en met 41 van Deel I en klousules 1 tot en met 7 van Deel II van die Vorige Ooreenkoms soos gewysig, herbekragtig en verleng/hernicu van tyd tot tyd is van toepassing op werkgewers en werknemers."

4. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywings in na die omskrywing van "drywer":

"'Elektriese Kontruksie-operateur, Vlak 1' (hierna 'Elkonop 1' genoem) 'n werknemer wat op 23 Februarie 1990 in diens was as 'n arbeider graad I, of wat daarna op sodanige vlak in diens geneem is. Die formele opleiding van sodanige werknemer moet deur die werkgewer verskaf word. Sodanige werknemer mag die volgende werksaamhede verrig en kan die gereedskap gebruik wat nodig is om die werksaamhede te verrig:

- (a) Leipype buig;
- (b) leipype volgens merke sny, skroefdraad daarop insay en dit ruim;
- (c) leë leipypbybehore en kaste aan leipype aanheg;
- (d) draadleidings installeer en vassit, uitgesonderd installering op die oppervlakte;
- (e) gepantserde en ongepantserde kables op die oppervlakte installeer, uitgesonderd die aansluiting daarvan;
- (f) afdigstukke aan PVC-kables aansit, uitgesonderd afdigstukke wat met epoksihars of soortgelyke vulsel gevul moet word;
- (g) 'n slootgraafmasjien bedien;
- (h) kables lê in slote, leidings en rakke, met inbegrip van die vasmaak van sodanige kables;
- (i) die werk van 'n arbeider;
- (j) 'n meester-elektrisiën, 'n elektrisiën en 'n Elkonop 2 of Elkonop 3 help, sonder om die werk self te verrig, behalwe soos in (a) tot (i) hierbo uiteengesit;"

"'Elektrotegniese Kontruksie-operateur, Vlak 2' (hierna 'Elkonop 2' genoem) 'n werknemer wat—

- (a) die voorgeskrewe formele opleiding ondergaan het en geslaag het in die eksamen wat hom geregtig maak om ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 967 van 13 Mei 1983 soos gewysig en herbekragtig van tyd tot tyd as 'n installasie-operateur in die Elektrotegniese Aannemingsnywerheid te werk; of
- (b) in besit is van bewys van bedrewenheid as 'n Elkonop 1 wat deur sy werkgewer uitgereik is en wat die voorgeskrewe formele opleiding ondergaan het en geslaag het in die eksamen vir 'n Elkonop 2 by 'n institusionele opleidingsentrum wat deur die Raad erken word.

(c) Sodanige werknemer mag enigeen van of al die volgende werksaamhede verrig en kan die gereedskap gebruik wat nodig is om die werksaamhede te verrig: Met dien verstande dat sodanige take slegs op nuwe installasies uitgevoer word of op groot opknappings van bouwerke of geboue waarvan die krag van die hoofoevoer afgesny is en dat dit uitgevoer word onder die toesig van 'n meester-elektrisiën of 'n elektrisiën:

- (i) Vasklampwerk, met inbegrip van die plasing van drade in die klampe: Met dien verstande dat daar geen trekspanning plaasvind nie;
- (ii) drade plaas in of trek deur draadleidings*: Met dien verstande dat die grootte van elke geleier nie meer as 16 vierkante millimeter is nie;
- (iii) liggenehede installeer en vassit, met inbegrip van die aansluiting daarvan;
- (iv) ligskakelaars en kontakskakke kooktoestel- en waterisoleerders installeer, met inbegrip van die aansluiting daarvan;

* Draadleidings beteken kabelrakke of enige geslote omhulsel wat drade of kables bevat.

3. GENERAL PROVISIONS

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

"4. GENERAL PROVISIONS

"The provisions contained in clauses 3 to 8 (2) (a) (vi), 8 (2) (b) to 17, 19 to 33, 37 (1) and (2), 38 to 41 of Part I and clauses 1 to 7 of Part II of the Former Agreement as amended, re-enacted and extended/renewed from time to time, shall apply to employers and employees."

4. CLAUSE 3.—DEFINITIONS

(1) Insert the following new definitions after the definition of "driver":

"'Electrical Construction Operator, Level 1' (hereinafter referred to as an 'Elkonop 1') means an employee who was employed as a labourer Grade 1 on 23 February 1990 or is engaged subsequently at such level. The formal training of such employee shall be provided by the employer. Such employee may undertake any of the following tasks, and may use tools necessary to perform such tasks:

- (a) Bending of conduit;
- (b) cutting of conduit to marks, threading and reaming thereof;
- (c) the attachment to conduit of empty conduit accessories and trays;
- (d) installation and fixing of wireways, excluding surface installations;
- (e) installation of armoured and unarmoured surface cable, excluding the connection thereof;
- (f) fitting of glands to PVC cables, but excluding any glands which require epoxy or similar filling;
- (g) operating a trenching machine;
- (h) laying of cables in trenches, ducts and racks, including the securing of such cables;
- (i) the work of a labourer;
- (j) assisting a master electrician, an electrician and an Elkonop 2 or Elkonop 3, but not to perform any work individually, except as set out in (a) to (i) above;"

"'Electrical Construction Operator, Level 2' (hereinafter referred to as an 'Elkonop 2') means an employee who—

- (a) has undergone the prescribed formal training and successfully passed the examination entitling him to be employed in the Electrical Contracting Industry as an installation operator under the Agreement published under Government Notice No. R. 967 of 13 May 1983 as amended and re-enacted from time to time;
- (b) is in possession of proof of proficiency as an Elkonop 1 issued by his employer, and has undergone the prescribed formal training and been successful in the examination for an Elkonop 2 at an institutional training centre recognised by the Council;

(c) such employee may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided such tasks are carried out only on new installations or on major renovations of structures or buildings from which the power has been disconnected from the main supply, and are carried out under the supervision of a master electrician or electrician:

- (i) Cleating, including the placing of wires in cleats: Provided there is no tensioning;
- (ii) placing or drawing of conductors into wireways*: Provided that the size of each conductor shall not exceed 16 square millimetres;
- (iii) erection and fixing of luminaires, including the connection thereof;
- (iv) installation of light switches, socket outlets, cooker and water isolators, including the connection thereof;

* Wireways mean cable trays or any enclosed casing containing wires or cables.

(v) gesistematiseerde en/of elektriese nuwigheidsinstallasies installeer, d.w.s. 'n vooraf ontwerpte bedradingstelsel wat werk van 'n herhalingsaard meebring waarvan die komponente van die terrein af gereedgemaak is volgens die vereiste lengtes en groottes, en omvat dit die aansluiting van die bybehore daarvan: Met dien verstande dat sodanige werknemer nie die verdeelbord mag aansluit nie;

(vi) installasies op die oppervlakte installeer en vassit;

(vii) eenvoudige ligboog- en gassweiswerk;

(viii) die werk van 'n arbeider of Elkonop 1.”;

“Elektroutegniese Konstruksie-operateur, Vlak 3” (hierna ‘Elkonop 3’ genoem), 'n werknemer wat in die Nywerheid gewerk het as 'n Elkonop 2 of as 'n installasie-operateur en wat die voorgeskrewe formele opleiding ondergaan het en geslaag het in die eksamen vir 'n Elkonop 3 by 'n institusionele opleidingsentrum wat deur die Raad erken word. Sodanige werknemer mag enigeen van of al die volgende werksaamhede verrig en kan die gereedskap gebruik wat nodig is om die werksaamhede te verrig: Met dien verstande dat sodanige werksaamhede slegs op nuwe installasies uitgevoer word of op groot opknappings van bouwerke of geboue waarvan die krag van die hooftoevoer afgesny is en dat dit uitgevoer word onder die toesig van 'n meester-elektrisiën of 'n elektrisiën:

(a) Bedrading en montering van verdeelborde;

(b) installering en aansluiting van verdeelborde;

(c) trekspanning van vasklampbedrading;

(d) volledige buiswerk en bedrading van huise, duplexe, simplekse en herhalende werk van 'n soortgelyke aard op vloere van kantoorgeboue, hotelle en woonstelle;

(e) indien nodig, die werk van 'n Elkonop 1 of Elkonop 2.”;

(2) Skrap die omskrywing “kwekelinginstallasie-operateur”.

(3) Skrap die omskrywing “installasie-operateur”.

(4) Vervang die omskrywing “elektrisiën” deur die volgende:

“‘elektrisiën’ 'n werknemer wat 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, voltooi het in 'n ambag wat betrekking het op die Nywerheid, of wat opleiding ontvang het wat deur die Raad erken word as voldoende om sodanige werknemer daarop geregtig te maak om as elektrisiën in die Nywerheid te werk.”.

(5) Vervang die omskrywing van “arbeider Graad I” deur die volgende:

“‘arbeider’ 'n werknemer in diens as arbeider Graad II op 23 Februarie 1990 of wat daarna op daardie vlak in diens geneem word. Sodanige werknemer mag enigeen van of al die volgende take verrig:

(a) Materiaal laai of aflaai;

(b) gate en slote grawe, pale implant en kables in slote lê;

(c) kantore en werkwinkelgebiede skoonmaak;

(d) verversings voorberei;

(e) gleuwe en gate in mure en betonvloere maak vir leipype;

(f) oortollige installasies en uitrusting in verband daarmee, waarvan die toevoerkables verwyder is, stroop;

(g) 'n meester-elektrisiën, 'n elektrisiën en 'n Elkonop 1, Elkonop 2 of Elkonop 3 help, sonder om die werk self te verrig, behalwe soos in (a) tot (f) hierbo, uiteengesit: Met dien verstande dat indien 'n werknemer 'n dienssertifikaat voorlê wat ingevolge klousule 30 van Deel I van die Ooreenkoms uitgereik is, of ander bewyse wat vir die Raad aanvaarbaar is en wat aandui dat hy voorheen as arbeider Graad I of Elkonop 1 in die Nywerheid in diens was, hy in diens geneem moet word as nie minder as 'n Elkonop 1 nie.”.

(6) Skrap die omskrywing “arbeider Graad II”.

(7) Vervang die omskrywing “meester-elektrisiën” deur die volgende:

“‘meester-elektrisiën’ 'n werknemer wat geregistreer is as 'n installasie-elektrisiën ingevolge Regulasie 11 (1) van die Elektriese Installerings-regulasies, 1985, wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, 1983, gepubliseer is.”.

(v) installation of systemised and/or innovative electrical installations, which means a pre-designed wiring system entailing work of a repetitive nature of which the components have been prepared off site to the lengths and sizes required, and includes the connecting of accessories thereto: Provided that such employee may not connect the distribution board;

(vi) installation and fixing of surface installations;

(vii) simple arc and gas welding;

(viii) the work of a labourer or Elkonop 1.”;

“‘Electrical Construction Operator, Level 3’ (hereinafter referred to as an ‘Elkonop 3’) means an employee who has been employed in the Industry as an Elkonop 2 or as an installation operator and has undergone the prescribed formal training and been successful in the examination for an Elkonop 3 at an institutionalised training centre recognised by the Council. Such employee may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided that such tasks are carried out only on new installations or on major renovations of structures or buildings from which the power has been disconnected from the main supply, and are carried out under the supervision of a master electrician or an electrician:

(a) Wiring and assembling of distribution boards;

(b) installation and connection of distribution boards;

(c) tensioning of cleat wiring;

(d) complete tubing and wiring of houses, duplexes, simplexes and repetitive work of a similar nature on floors of office blocks, hotels and flats;

(e) where necessary, the performance of the work of an Elkonop 1 or Elkonop 2.”.

(2) Delete the definition “installation operator trainee”.

(3) Delete the definition “installation operator”.

(4) Substitute the following for the definition “electrician”:

“‘electrician’ means an employee who has completed an apprenticeship in terms of the Manpower Training Act, 1981, in a trade relevant to the Industry, or who has received training recognised by the Council as being sufficient to entitle him to work as an electrician in the Industry.”.

(5) Substitute the following for the definition of “labourer Grade I”:

“‘labourer’ means an employee who was employed as a labourer Grade II on the 23 February 1990 or is engaged subsequently at such level. Such employee may be engaged in any or all of the following tasks:

(a) Loading or unloading of materials;

(b) digging of holes and trenches, planting of poles and laying of cables in trenches;

(c) cleaning of office and workshop areas;

(d) preparing of refreshments;

(e) chasing and cutting of walls and concrete floors for conduit;

(f) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;

(g) assisting a master electrician, an electrician and an Elkonop 1, Elkonop 2 or Elkonop 3, but not to perform any work individually except as set out in (a) to (f) above: Provided that should an employee produce a certificate of service issued in terms of clause 30 of Part I of the Agreement, or other evidence acceptable to the Council indicating that he was previously employed in the Industry as a labourer Grade I or Elkonop 1, he shall be employed as not less than an Elkonop 1.”.

(6) Delete the definition “labourer Grade II”.

(7) Substitute the following for the definition “master electrician”:

“‘master electrician’ means an employee who is registered as an installation electrician in terms of Regulation 11 (1) of the Electrical Installation Regulations published in terms of the Machinery and Occupational Safety Act, 1983.”.

(8) Voeg die volgende nuwe omskrywing in na die omskrywing "geskikte huisvesting":

" 'tydelike arbeider' 'n werknemer wat in diens geneem word op die volgende bepalinge en voorwaardes:

(a) 'n Werkgewer moet ten minste een arbeider in sy diens hê alvorens hy 'n tydelike arbeider in diens mag neem;

(b) 'n tydelike arbeider mag slegs in diens geneem word om die werk van 'n arbeider te verrig waarvoor daar geen formele opleiding nodig is nie;

(c) die minimum loonskaal moet nie minder wees nie as die helfte van die loonskaal in hierdie Ooreenkoms voorgeskryf vir 'n arbeider in die gebied waar die tydelike arbeider in diens is;

(d) die werkure is die normale werkure van die bedryfsinrigting;

(e) vir enige oortyd deur 'n tydelike arbeider op 'n normale werkdag of 'n Saterdag gewerk moet daar teen 'n skaal van minstens R2,50 per uur of gedeelte van 'n uur betaal word. Vir werk op 'n Sondag of 'n openbare vankansiedag moet daar betaal word teen een en twee derdes van die uurloon vir arbeiders in die Ooreenkoms voorgeskryf vir elke uur of gedeelte van 'n uur gewerk;

(f) 'n tydelike arbeider mag vir hoogstens 20 agtereenvolgende werkdae in diens gehou word, waarna sy dienste of beëindig moet word of hy 'n aanbod gemaak moet word om in vaste diens te tree as arbeider, op die bepalinge en voorwaardes wat in die Ooreenkoms voorgeskryf word;

(g) vanaf die dag waarop die tydelike arbeider diens aanvaar moet sy naam op die firma se loonregister verskyn, by sy Werkloosheidsversekeringsopgawes ingesluit word en moet die werkgewer ten alle tye verseker dat die tydelike arbeider deur die Ongevallewet gedek word;

(h) geen heffings of bydraes betaalbaar ingevolge die Hoof- of die Siektebystands-, Pensioen- en Mediese Bystandsfondsooreenkomste van die Raad is betaalbaar ten opsigte van 'n tydelike arbeider nie;

(i) alle werkgewers wat tydelike arbeiders in diens neem moet die Raad elke maand, op vorms verkrygbaar by die Raad, in kennis stel van die name, persoonsnummers en datums van indiensneming van alle tydelike arbeiders wat gedurende sodanige maand deur hulle in diens geneem is;

(j) die werkgewer moet alle lone verskuldig aan 'n tydelike arbeider weekliks betaal. Indien die dienste van 'n tydelike arbeider beëindig word voor die normale betaaldag soos hierin uiteengesit, moet hy alle vergoeding aan hom verskuldig ontvang wanneer sy dienste beëindig word."

(9) Voeg die volgende nuwe omskrywing "voorgeskrewe formele opleiding" in:

" 'voorgeskrewe formele opleiding' 'n stelsel van modulêre opleiding wat deur die Raad uitgewerk is om te voldoen aan die vereistes van die werksaamhede wat deur die kategorie werknemer uitgevoer moet word, en wat ondergaan word by 'n institusionele opleidingsentrum onder beheer van die Elektrotegniese Ontwikkelings- en Opleidingsfonds en wat deur die Raad gekontroleer word;"

5. KLOUSULE 8.—BETALING VAN BESOLDIGING

In subklousule (2) (e), vervang die uitdrukking "Elkon" deur die uitdrukking "meester-elektrisiën".

6. KLOUSULE 9.—JAARLIKSE VERLOF

In subklousule (1) (a) (iii), (1) (a) (iv), (1) (a) (v), (1) (a) (vi), (1) (a) (vii), (1) (a) (viii), vervang die uitdrukking "drywer of arbeider" deur die uitdrukking "drywer, Elkonop 1 of arbeider".

7. KLOUSULE 10.—ADDISIONELE VERLOF MET BESOLDIGING

In subklousule (1) (f), vervang die uitdrukking "drywer of arbeider" deur die uitdrukking "drywer, Elkonop 1 of arbeider".

(8) Insert the following new definition after the definition "suitable accommodation":

" 'temporary labourer' means an employee who is employed on the following terms and conditions:

(a) An employer shall have at least one labourer in his employ before he may employ a temporary labourer;

(b) a temporary labourer may only be employed to perform work of a labourer for which no formal training is required;

(c) the minimum rate of wages shall be not less than half the rate of wages prescribed in this Agreement for a labourer in the area where the temporary labourer is employed;

(d) the working hours shall be the normal working hours of the establishment;

(e) any overtime worked by a temporary labourer on a normal working day or a Saturday shall be paid for at a rate of not less than R2,50 per hour or part of an hour. Work on a Sunday or public holiday shall be paid for at a rate of one and two thirds of the hourly rate prescribed in the Agreement for labourers for each hour or part of an hour worked;

(f) a temporary labourer may be employed for not more than 20 consecutive working days, whereafter his services shall either be terminated or he must be offered employment as a labourer on the terms and conditions prescribed in this Agreement;

(g) from the commencement of employment of the temporary labourer he shall be reflected in the wage register and UIF returns of the employer, and the employer shall at all times ensure that the temporary labourer is covered by the Workmen's Compensation Act;

(h) no levies or contributions in terms of the Main or Sick Pay, Pension and Medical Aid Fund Agreements of the Council shall be payable in respect of a temporary labourer;

(i) all employers engaging temporary labourers shall advise the Council each month, on a form obtainable from the Council, of the names, I.D. numbers and dates of employment of all temporary labourers employed by them during such month;

(j) the employer shall pay wages due to a temporary labourer weekly. Where the services of a temporary labourer are terminated before the normal pay-day as set out herein, he shall be paid all remuneration due to him on termination of employment."

(9) Insert the following new definition "prescribed formal training":

" 'prescribed formal training' means a system of modular training, designed by the Council to meet the requirements of the tasks to be performed by the category of employee and carried out in institutionalised training centres set up under the control of the Electrical Development and Training Fund and monitored by the Council;"

5. CLAUSE 8.—PAYMENT OF REMUNERATION

In subclause (2) (e), substitute the expression "master electrician" for the expression "Elcon".

6. CLAUSE 9.—ANNUAL LEAVE

In subclause (1) (a) (iii), (1) (a) (iv), (1) (a) (v), (1) (a) (vi), (1) (a) (vii) and (1) (a) (viii), substitute the expression "driver", "Elkonop 1 or labourer" for the expression "driver or labourer".

7. CLAUSE 10.—ADDITIONAL PAID LEAVE

In subclause (1) (f), substitute the expression "driver, Elkonop 1 or labourer" for the expression "driver or labourer".

8. KLOUSULE 15.—VERHOUDING VAN KATEGORIEË WERKNEMERS TOT MEKAAR EN VERANTWOORDELIKHEDE VAN WERKGEWERS EN WERKNEMERS

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

“(1) (a) Die verhouding van die maksimum getal persone wat ’n werkgever in die verskillende kategorieë in diens het tot die getal geskoolde werknemers in diens, mag te gener tyd meer as die volgende wees nie:

(i)

Werkvlak	Getal geskoolde werknemers in diens				
	1	2	3	4	5
Elkonop 3	—	1	1	3	4
Elkonop 2	1	1	2	3	4
Elkonop 1	2	3	4	Geen verhouding van toepassing nie.	
Arbeider.....	2	4	Geen verhouding van toepassing nie.		

(ii) Daarna mag ’n werkgever een addisionele Elkonop 3 en een addisionele Elkonop 2 vir elke addisionele geskoolde werknemer in diens neem.

(b) Vir die toepassing van hierdie subklousule beteken die uitdrukking ‘geskoolde werknemer’ ’n meester-elektrisiën, elektrisiën, ambagsman en ’n vakleerling wat kwalifiseer om ’n ambagstoets te ondergaan.”

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

“(2) *Verantwoordelikheid.*—Geen werkgever mag ’n Elkonop 3, Elkonop 2, Elkonop 1 of arbeider toelaat of verlof gee om ander werk te verrig as dié wat in die omskrywing van Elkonop 3, Elkonop 2, Elkonop 1 of arbeider bedoel word nie, en insgelyks mag geen meester-elektrisiën, elektrisiën, ambagsman, Elkonop 3, Elkonop 2, vakleerling of kwekeling toelaat of verlof gee dat ’n Elkonop 1 of arbeider wat onder sy beheer of toesig werk, ander werk verrig as dié wat in die omskrywing van Elkonop 1 of arbeider in klousule 3 van hierdie Ooreenkoms bedoel word nie.”

(3) Skrap subklousule (3).

9. KLOUSULE 18.—LEDEGELD VIR VAKVERENIGINGS EN WERKGEWERSORGANISASIEHEFFING

In subklousule (1), vervang die uitdrukking “Elkon, ambagsman en EIW” deur die uitdrukking “meester-elektrisiën, elektrisiën, ambagsman, Elkonop 3 en Elkonop 2”.

10. KLOUSULE 19.—DIE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID

(1) Vervang die opskrif van hierdie klousule deur die volgende:

“19. DIE ELEKTROTEGNIËSE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID”

(2) In subklousule (1), vervang die uitdrukking “Ontwikkelings- en Opleidingsfonds van die Elektrotegniese Aannemingsnywerheid” deur die uitdrukking “Elektrotegniese Ontwikkelings- en Opleidingsfonds van die Elektrotegniese Aannemingsnywerheid”.

(3) In subklousule (1), voeg die uitdrukking “uitgesonderd tydelike arbeiders,” in na die uitdrukking “Ooreenkoms voorgeskryf word”.

(4) In subklousule (1), vervang die uitdrukking “een Rand” deur die uitdrukking “een Rand vyf en sewentig sent”.

11. KLOUSULE 22.—REGISTRASIE VAN WERKGEWERS

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

“(i) ’n Elektrotegniese-aannemersregistrasiesertifikaat wat ingevolge die regulasies van die Wet op Masjinerie en Beroepsveiligheid, 1983, uitgereik is;

(ii) waar vereis, die nodige handelslisensie uitgereik kragtens enige Wet, Ordonnansie of Verordening, of bewys dat hy ’n bedryfsinrigting bestuur wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, 1983 geregistreer is.”

8. CLAUSE 15.—RATIO OF CATEGORIES OF EMPLOYEES TO EACH OTHER AND RESPONSIBILITIES OF EMPLOYERS AND EMPLOYEES

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

“(1) (a) The ratio of the maximum number of persons employed in the different categories by an employer to the number of skilled employees employed shall at no time exceed the following:

(i) Operative levels	Number of skilled employees employed				
	1	2	3	4	5
Elconop 3	—	1	1	3	4
Elconop 2	1	1	2	3	4
Elconop 1	2	3	4	No ratio shall apply.	
Labourer	2	4	No ratio shall apply.		

(ii) Thereafter for every additional skilled employee employed an employer may employ one additional Elkonop 3 and one additional Elkonop 2.

(b) For the purposes of this subclause, the expression ‘skilled employee’ shall mean a master electrician, electrician, artisan and an apprentice who has qualified to undergo a trade test.”

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

“(2) *Responsibility.*—No employer shall require or permit any Elkonop 3, Elkonop 2, Elkonop 1 or labourer to perform any work other than that referred to in the definition of Elkonop 3, Elkonop 2, Elkonop 1 or labourer, and likewise no master electrician, electrician, artisan, Elkonop 3, Elkonop 2, apprentice or trainee shall allow or permit any Elkonop 1 or labourer working under his control or supervision to perform any work other than that referred to in the definition of Elkonop 1 or labourer in clause 3 of the Agreement.”

(3) Delete subclause (3).

9. CLAUSE 18.—TRADE UNION SUBSCRIPTIONS AND EMPLOYERS’ ORGANISATION LEVY

In subclause (1), substitute the expression “master electrician, electrician, artisan, Elkonop 3 and Elkonop 2” for the expression “Elkon, artisan and E10”.

10. CLAUSE 19.—THE DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY

(1) Substitute the following for the heading to this clause:

“19. ELECTRICAL DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY”

(2) In subclause (1), substitute the expression “Electrical Development and Training Fund for the Electrical Contracting Industry” for the expression “Development and Training Fund for the Electrical Contracting Industry”.

(3) In subclause (1), insert the expression “excluding a temporary labourer” after the word “Agreement”.

(4) In subclause (1), substitute the expression “one Rand seventy five cents” for the expression “one Rand”.

11. CLAUSE 22.—REGISTRATION OF EMPLOYERS

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

“(i) an electrical contractor’s certificate of registration issued in terms of the regulations made under the Machinery and Occupational Safety Act, 1983;

(ii) where required, the necessary trading licence issued in terms of any Law, Ordinance or Bye-Law, or proof that the conducts an establishment registered in terms of the Machinery and Occupational Safety Act, 1983.”

(2) Vervang die tabel in subklousule (5) (a) deur die volgende:

	"Elk R
(i) Meester-elektrisiën	1 500
(ii) Werktuigkundige vir huishoudelike toestelle	1 200
(iii) Elektrisiën en Ambagsman	1 200
(iv) Elkonop 3	1 000
(v) Elkonop 2	550
(vi) Hersteller vir huishoudelike toestelle	450
(vii) Drywer	350
(viii) Elkonop 1	450
(ix) Arbeider	250"

12. Voeg die volgende nuwe klousule in na klousule 22:

22bis REGISTRASIE EN OPLEIDING VAN WERKNEMERS

(1) Aan alle Elkonops 1, Elkonops 2, Elkonops 3 en arbeiders, uitgesonderd tydelike arbeiders moet 'n registrasiekaart uitgereik word op die wyse en in die formaat soos deur die Raad voorgeskryf. Sodanige registrasiekaart, waarvoor 'n fooi van hoogstens R20,00 betaalbaar is, moet 'n foto van die werknemer en die kategorie waarin hy in diens is, bevat. Sodanige kaart moet ten alle tye gedurende werkure aan die werknemer se persoon gedra word.

(2) Wanneer 'n werkgever 'n werknemer opgradeer van arbeider na Elkonop 1, moet hy die Raad binne sewe dae na sodanige opgradering in kennis stel en moet hy by die Raad aansoek doen om die uitreiking van 'n nuwe registrasiekaart aan die werknemer.

(3) Wanneer 'n werkgever 'n werknemer in sy diens wil opgradeer van Elkonop 1 na Elkonop 2, moet hy skriftelik by die Raad aansoek doen en moet hy 'n sertifikaat van bedrewenheid as 'n Elkonop 1 ten opsigte van sodanige werknemer indien. Die Raad moet daarna reël dat die nodige formaliteite afgehandel word sodat die Elkonop 1 die voorgeskrewe formele opleidingskursus by 'n institusionele opleidingsentrum wat deur die Raad erken word, kan bywoon.

Indien sodanige werknemer in die eksamen slaag, word hy vanaf die datum waarop hy in die eksamen slaag bevorder na Elkonop 2 en moet die werkgever by die Raad aansoek doen dat 'n nuwe registrasiekaart aan die werknemer uitgereik word. Indien die Elkonop 1 nie in die eksamen slaag nie, moet hy, ondanks subklousule (4), dadelik weer sy diens hervat as Elkonop 1 op dieselfde bepalinge en voorwaardes as wat op hom van toepassing was as 'n Elkonop 1.

(4) Vir 'n tydperk van hoogstens drie maande alvorens die voorgeskrewe formele opleiding onderneem word, en met die skriftelike magtiging van die Raad, wat 'n tydelike registrasiekaart of enige ander vorm van identifikasie kan insluit, word 'n werkgever toegelaat om die Elkonop 1 op die terrein op te lei en om hom toe te laat om die pligte van 'n Elkonop 2 uit te voer. Met dien verstande dat die werkgever nie verplig is om die lone te betaal of om die werkvoorwaardes van die Elkonop 2 na te kom terwyl die Elkonop 1 op die terrein opgelei word nie.

(5) Wanneer 'n werkgever 'n Elkonop 2 na Elkonop 3 opgradeer, is die voorskrifte van subklousules (3) en (4) *mutatis mutandis* van toepassing."

13. KLOUSULE 31.—OPBERGING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

(1) In subklousule (2), vervang die syfer "R300" deur die syfer "R600".

(2) In subklousule (3), vervang die uitdrukking "klousule 15" deur die uitdrukking "subklousule (5)".

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

"(5) Vir die toepassing van hierdie klousule beteken die uitdrukking 'geskoolde werknemer' 'n meester-elektrisiën, elektrisiën, ambagsman en 'n vakleerling wat gekwalifiseer het om 'n ambagstoets te ondergaan."

14. KLOUSULE 36.—INDIENSNEMING VAN VAKVERENIGING-ARBEID

In subklousule (4), vervang die uitdrukking "Elkon, ambagsman en 'n EIW" deur die uitdrukking "meester-elektrisiën, elektrisiën, ambagsman, Elkonop 3 en Elkonop 2".

(2) Substitute the following for the table in subclause (5) (a):

	"Each R
(i) Master electrician	1 500
(ii) Domestic appliance mechanic	1 200
(iii) Electrician and Artisan	1 200
(iv) Elkonop 3	1 000
(v) Elkonop 2	550
(vi) Domestic appliance repairer	450
(vii) Driver	350
(viii) Elkonop 1	450
(ix) Labourer	250"

12. Insert the following new clause after clause 22:

"22bis REGISTRATION AND TRAINING OF EMPLOYEES

(1) All Elkonops 1, Elkonops 2, Elkonops 3 and labourers, other than temporary labourers, shall be issued with a registration card in the manner and form prescribed by the Council. Such registration card, for which a fee not exceeding R20,00, shall be payable, shall contain a photograph of the employee and his category of employment. Such card shall at all times during working hours be carried on the person of the employee.

(2) When an employer upgrades an employee from labourer to Elkonop 1, he shall inform the Council within seven days from the date thereof, and apply to the Council for a new registration card to be issued to the employee.

(3) When an employer makes a written application to the Council to upgrade an Elkonop 1, who is in his employ, to Elkonop 2 he shall provide a certificate of Proficiency as an Elkonop 1 in respect of such employee. The Council shall thereafter arrange for the completion of the necessary formalities for the Elkonop 1 to attend the prescribed formal training course at an institutionalised training centre recognised by the council.

Should the Elkonop 1 be successful in the examination, he shall from the date of undertaking such examination be promoted to Elkonop 2 and the employer shall apply to the Council for a new registration card to be issued to such employee. Should the Elkonop 1 not be successful in the examination, he shall, notwithstanding the provisions of subclause (4), immediately revert to employment on the previous terms and conditions applicable to him as an Elkonop 1.

(4) For a period not exceeding three months prior to undertaking the prescribed formal training and with the written authority of the Council, which may include a temporary identification card or other form of identification, an employer shall be permitted to provide on-site training for the Elkonop 1 and allow him to perform the duties of an Elkonop 2: Provided that the employer shall not be required to pay the wages or to observe the conditions of employment of an Elkonop 2 during the period the Elkonop 1 is receiving on-site training.

(5) The provisions of subclauses (3) and (4) shall, *mutatis mutandis*, apply in upgrading an Elkonop 2 to Elkonop 3."

13. CLAUSE 31.—STORAGE, INSURANCE AND PROVISION OF TOOLS

(1) In subclause (2), substitute the figure "R600" for the figure "R300".

(2) In subclause (3), substitute the expression "subclause (5)" for the expression "clause 15".

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

"(5) For the purposes of this clause, the expression 'skilled employee' shall mean a master electrician, electrician artisan and an apprentice who has qualified to undergo a trade test."

14. CLAUSE 36.—ENGAGEMENT OF TRADE UNION LABOUR

In subclause (4), substitute the expression "master electrician, electrician, artisan, Elkonop 3 and Elkonop 2" for the expression "Elkon, artisan and an E10".

DEEL II**15. KLOUSULE 1.—TOELAERS**

In subklousule (1) (e) (ii), vervang die tabel in die voorlaaste para-graaf deur die volgende:

	<i>"Per Nag</i> R
Meester-elektrisiën, elektrisiën, ambagsman, werktuig-kundige vir huishoudelike toestelle en Elkonop 3	20,00
Elkonop 2, Elkonop 1 en arbeider.....	12,00".

16. KLOUSULE 2.—UITGAWES VAN DIE RAAD

(1) Vervang die tabel van bydraes in subklousule (1) deur:

"A	B	C
Loongroep of klas werknemer	Werknemer se bydrae	Werkgewer se bydrae
	Sent per week	Sent per week
Meester-elektrisiën	50	50
Werktuigkundige vir huishoude-like toestelle	40	40
Elektrisiën en Ambagsman	40	40
Elkonop 3	35	35
Elkonop 2	30	30
Elkonop 1	15	15
Hersteller vir huishoudelike toestelle	20	20
Drywer	20	20
Vakleerlinge.....	20	20
Arbeider	6	6".

17. KLOUSULE 4.—OPGAWE VAN LONE EN VERDIENSTE

Vervang die klousule deur die volgende:

"(1) Geen laer lone as onderstaande mag deur 'n werkgewer betaal en deur 'n werknemer vir die tydperk 1 Julie 1988 tot 30 June 1989 aanvaar word nie:

	GEBIED A	GEBIED B
	Per uur Sent	Per uur Sent
Meester-elektrisiën	975	878
Elektrisiën en Ambagsman	840	756
Elkonop 3	650	585
Elkonop 2	540	486
Elkonop 1	310	279
Hersteller vir huishoudelike toestelle	400	360
Drywer van 'n voertuig, waarvan die onbelaste massa—		
(a) hoogstens 3 500 kg is	350	315
(b) van 3 501 kg tot 9 000 kg is	414	373
(c) 9 001 kg en meer is	460	414
Arbeider	270	243

(2) Geen laer lone as onderstaande mag deur 'n werkgewer betaal en deur 'n werknemer vir die tydperk na 1 Julie 1989 aanvaar word nie:

	GEBIED A	GEBIED B
	Per uur Sent	Per uur Sent
Meester-elektrisiën	1 116	977
Elektrisiën en Ambagsman	962	842
Elkonop 3	731	640
Elkonop 2	594	520
Elkonop 1	360	315
Hersteller vir huishoudelike toestelle	450	394
Drywer van 'n voertuig, waarvan die onbelaste massa—		
(a) hoogstens 3 500 kg is	403	353
(b) van 3 501 kg tot 9 000 kg is	476	417
(c) 9 001 kg en meer is	529	463
Arbeider	310	271".

PART II**15. CLAUSE 1.—ALLOWANCES**

In subclause (1) (e) (ii), substitute the following for the existing table appearing in the penultimate paragraph:

	<i>"Per night</i> R
Master electrician, electrician, artisan, domestic appli- ance mechanic and Elkonop 3	30,00
Elkonop 2, Elkonop 1 and labourer	12,00".

16. CLAUSE 2.—EXPENSES OF THE COUNCIL

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

"A	B	C
Wage group or class of employee	Employee's contributions	Employer's contributions
	Cents per week	Cents per week
Master electrician	50	50
Domestic appliance mechanic....	40	40
Electrician and artisan	40	40
Elkonop 3	35	35
Elkonop 2	30	30
Elkonop 1	15	15
Domestic appliance repairer.....	20	20
Driver.....	20	20
Apprentice.....	20	20
Labourer	6	6".

17. CLAUSE 4.—SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for this clause:

"(1) No employer shall pay and no employee shall accept wages at rates lower than the following for the period 1 July 1988 to 30 June 1989:

	AREA A	AREA B
	Per hour Cents	Per hour Cents
Master electrician	975	878
Electrician and Artisan	840	756
Elkonop 3	650	585
Elkonop 2	540	486
Elkonop 1	310	279
Domestic appliance repairer.....	400	360
Driver of a vehicle, the unladen mass of which is—		
(a) up to 3 500 kg	350	315
(b) from 3 501 to 9 000 kg.....	414	373
(c) 9 001 kg and over.....	460	414
Labourer	270	243

(2) No employer shall pay and no employee shall accept wages at rates lower than the following for the period after 1 July 1989:

	AREA A	AREA B
	Per hour Cents	Per hour Cents
Master electrician	1 116	977
Electrician and Artisan	962	842
Elkonop 3	731	640
Elkonop 2	594	520
Elkonop 1	360	315
Domestic appliance repairer.....	450	394
Driver of a vehicle, the unladen mass of which is—		
(a) up to 3 500 kg	403	353
(b) from 3 501 to 9 000 kg.....	476	417
(c) 9 001 kg and over.....	529	463
Labourer.....	310	271".

18. KLOUSULE 4bis.—GEWAARBORGDE MINIMUM VERHOEGINGS EN VERGOEDING

(1) Vervang hierdie klousule deur die volgende:

“(1) Elke werknemer vir wie daar in hierdie Ooreenkoms lone voorgeskryf word en wat op die datum waarop hierdie Ooreenkoms in werking tree in diens is by 'n werkgever in die Nywerheid moet, onderworpe aan die voorskrifte van subklousules (2) tot (5), en terwyl hy in diens van dieselfde werkgever is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir hom in hierdie Ooreenkoms voorgeskryf word, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag:

(a) GEBIED A	KOLOM 1	KOLOM 2	KOLOM 3
		<i>Tydperk</i> 1 April 1988 tot 31 Maart 1989	<i>Tydperk</i> na 1 April 1989
	<i>Totaal</i>		
	<i>Per uur</i> <i>Sent</i>	<i>Per uur</i> <i>Sent</i>	<i>Per uur</i> <i>Sent</i>
Meester-elektrisiën.....	258	117	141
Elektrisiën en Ambagsman...	224	102	122
Elkonop 3	81	—	81
Elkonop 2	113	59	54
Elkonop 1	102	52	50
Hersteller vir huishoudelike toestelle.....	102	52	50
Drywer van 'n voertuig, waarvan die onbelaste massa—			
(a) hoogstens 3 500 kg is ...	98	45	53
(b) van 3 501 kg tot 9 000 kg is	116	54	62
(c) 9 001 kg en meer is	129	60	69
Arbeider.....	105	65	40

(b) GEBIED B

	KOLOM 4	KOLOM 5	KOLOM 6
		<i>Tydperk</i> 1 April 1988 tot 31 Maart 1989	<i>Tydperk na</i> 1 April 1989
	<i>Totaal</i>		
	<i>Per uur</i> <i>Sent</i>	<i>Per uur</i> <i>Sent</i>	<i>Per uur</i> <i>Sent</i>
Meester-elektrisiën	190	91	99
Elektrisiën en Ambagsman	165	79	86
Elkonop 3	55	—	55
Elkonop 2	79	45	34
Elkonop 1	77	41	36
Hersteller vir huishoude- like toestelle	75	41	34
Drywer van 'n voertuig, waarvan die onbelaste massa—			
(a) hoogstens 3 500 kg is.....	73	35	38
(b) van 3 501 kg tot 9 000 kg is	87	43	44
(c) 9 001 kg en meer is ..	96	47	49
Arbeider.....	83	55	28

(2) Die addisionele bedrag ingevolge hierdie klousule betaalbaar aan 'n werknemer in Gebied A vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat in kolom 2 gewys word, kan afgetrek word van die bedrag van enige verhoging wat op of na 1 April 1988 tot 31 Maart 1989 aan sodanige werknemer toegestaan is.

(3) Die addisionele bedrag ingevolge hierdie klousule betaalbaar aan 'n werknemer in Gebied A vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat in kolom 3 gewys word, kan afgetrek word van die bedrag van enige verhoging wat op of na 1 April 1989 aan sodanige werknemer toegestaan is.

18. CLAUSE 4bis.—GUARANTEED MINIMUM INCREASES AND OFFSET

(1) Substitute the following for this clause:

“(1) Every employee for whom wages are prescribed in this Agreement and who on the date on which this Agreement comes into operation is employed by an employer in the Industry shall, subject to the provisions of subclauses (2) to (5) and whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate prescribed for him in this Agreement, be paid not less than the actual wage he was receiving immediately prior to the said date, plus, as a guaranteed personal minimum increase, an additional amount as follows:

(a) AREA A

	COLUMN 1	COLUMN 2	COLUMN 3
		<i>Period</i> 1 April 1988 to 31 March 1989	<i>Period after</i> 1 April 1989
	<i>Total</i>		
	<i>Per hour</i> <i>Cents</i>	<i>Per hour</i> <i>Cents</i>	<i>Per hour</i> <i>Cents</i>
Master electrician	258	117	141
Electrician and Artisan	224	102	122
Elkonop 3	81	—	81
Elkonop 2	113	59	54
Elkonop 1	102	52	50
Domestic appliance re- pairer.....	102	52	50
Driver of a vehicle, the un- laden mass of which is—			
(a) up to 3 500 kg	98	45	53
(b) 3 501 kg to 9 000 kg.	116	54	62
(c) 9 001 kg and over....	129	60	69
Labourer	105	65	40

(b) AREA B

	COLUMN 4	COLUMN 5	COLUMN 6
		<i>Period</i> 1 April 1988 to 31 March 1989	<i>Period after</i> 1 April 1989
	<i>Total</i>		
	<i>Per hour</i> <i>Cents</i>	<i>Per hour</i> <i>Cents</i>	<i>Per hour</i> <i>Cents</i>
Master electrician	190	91	99
Electrician and artisan	165	79	86
Elkonop 3	55	—	55
Elkonop 2	79	45	34
Elkonop 1	77	41	36
Domestic appliance re- pairer.....	75	41	34
Driver of a vehicle, the un- laden mass of which is—			
(a) up to 3 500 kg	73	35	38
(b) 3 501 kg to 9 000 kg.	87	43	44
(c) 9 001 kg and over....	96	47	49
Labourer	83	55	28

(2) The additional amount payable in terms of this clause to an employee in Area A for whom wages are prescribed in this Agreement and which are shown in Column 2 may be offset against the amount of any increase granted to such employee on or subsequent to 1 April 1988 up to 31 March 1989.

(3) The additional amount payable in terms of this clause to an employee in Area A for whom wages are prescribed in this Agreement and which are shown in Column 3 may be offset against the amount of any increase granted to such employee on or subsequent to 1 April 1989.

(4) Die addisionele bedrag ingevolge hierdie klousule betaalbaar aan 'n werknemer in Gebied B vir wie lone in hierdie Ooreenkomms voorgeskryf word en wat in kolom 5 gewys word, kan afgetrek word van die bedrag van enige verhoging wat op of na 1 April 1988 tot 31 Maart 1989 aan sodanige werknemer toegestaan is.

(5) Die addisionele bedrag ingevolge hierdie klousule betaalbaar aan 'n werknemer in Gebied B vir wie lone in hierdie Ooreenkomms voorgeskryf word en wat in kolom 6 gewys word, kan afgetrek word van die bedrag van enige verhoging wat op of na 1 April 1989 aan sodanige werknemer toegestaan is."

19. KLOUSULE 5.—VERLOFBONUS

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

"(1) Elke werknemer moet, wanneer hy kwalifiseer vir verlof ingevolge klousule 9 van Deel I, op dieselfde tyd wat sy verlofbesoldiging betaal word, bo en behalwe sy verlofbesoldiging as 'n verlofbonus 'n bedrag betaal word gelykstaande met die loon wat hy normaalweg betaal sou word vir die tydperk hieronder aangedui:

Meester-elektrisiën	20 werkdade.
Elektrisiën en Ambagsman	20 werkdade.
Elkonop 3	15 werkdade.
Elkonop 2	15 werkdade.
Elkonop 1	15 werkdade.
Hersteller vir huishoudelike toestelle	15 werkdade.
Drywer van 'n voertuig waarvan die onbelaste massa—	

- | | |
|--|--------------|
| (a) hoogstens 3 500 kg is | 15 werkdade. |
| (b) van 3 501 kg tot 9 000 kg is | 15 werkdade. |
| (c) 9 001 kg en meer is | 15 werkdade. |

Arbeider

Vakleerling: Eerste jaar verlofkwalifikasie

Vakleerling: Tweede, derde en vierde jaar verlofkwalifikasie

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

"(2) (b) 'n Werknemer wie se kategorie gedurende 'n verlofsiklus na 'n Elkonop 1 verander, moet, wanneer hy vir verlof kwalifiseer, 'n verlofbonus ontvang wat minstens gelyk is aan dié van sy vorige kategorie."

(3) In subklousule (3) (a) en (3) (b), vervang die uitdrukking "of installasie-operateur" deur die uitdrukking "Elkonop 3 of Elkonop 2".

(4) In subklousule (4) (a) en (4) (b), vervang die uitdrukking "drywer of 'n arbeider" deur die uitdrukking "drywer, Elkonop 1 of arbeider".

Soos gemagtig, vir en namens die partye by die Raad, op hede die 5de dag van September 1989 te Durban onderteken.

B. CARR,

Voorsitter.

T. EVANS,

Ondervoorsitter.

L. A. DICKASON,

Sekretaris.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 325

23 Februarie 1990

WET OP DIE PENSIOENSKEMA VIR PARLE- MENTSLEDE EN POLITIEKE AMPSBEKLEËRS, 1984

Die Staatspresident het, kragtens die bevoegdheid hom verleen by—

(a) paragraaf (d) van die omskrywing van "amps-bekleër" in artikel 1 van die Wet op die Pensioenskema vir Parlementslede en Politieke Ampsbekleërs, 1984 (Wet No. 112 van 1984), die amp van Voorsitter van 'n Komitee van die Presidentsraad sowel as die amp van Sweep van die Presidentsraad as ampte vir die doeleindes van eersgenoemde Wet goedgekeur; en

(b) artikel 1 (2) van eersgenoemde Wet, 21 September 1984 as die datum van inwerkingtreding van hierdie kennisgewing bepaal.

(4) The additional amount payable in terms of this clause to an employee in Area B for whom wages are prescribed in this Agreement and which are shown in Column 5 may be offset against the amount of any increase granted to such employee on or subsequent to 1 April 1988 up to 31 March 1989.

(5) The additional amount payable in terms of this clause to an employee in Area B for whom wages are prescribed in this Agreement and which are shown in Column 6 may be offset against the amount of any increase granted to such employee on or subsequent to 1 April 1989."

19. CLAUSE 5.—LEAVE BONUS

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

"(1) Every employee shall, in addition to his leave pay, be paid a leave bonus of an amount equivalent to the wages he would normally be paid for the period specified below, whenever he qualifies for leave in terms of clause 9 of Part I, and such leave bonus shall be paid at the same time as his leave pay is paid:

Master electrician	20 working days.
Electrician and artisan	20 working days.
Elkonop 3	15 working days.
Elkonop 2	15 working days.
Elkonop 1	15 working days.
Domestic appliance repairer	15 working days.
Driver of a vehicle, the unladen mass of which is—	

- | | |
|-------------------------------------|------------------|
| (a) up to 3 500 kg | 15 working days. |
| (b) from 3 501 kg to 9 000 kg | 15 working days. |
| (c) 9 001 kg and over | 15 working days. |

Labourer

Apprentice: First year leave qualification

Apprentice: Second, third and fourth year leave qualification

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

"(2) (b) An employee whose category is changed to that of an Elkonop 1 during any leave cycle shall, on qualifying for leave, receive a leave bonus of not less than that of his previous category."

(3) In subclause (3) (a) and (3) (b), substitute the expression "Elkonop 3 or Elkonop 2" for the expression "or installation operator".

(4) In subclause (4) (a) and (4) (b), substitute the expression "driver, Elkonop 1 or labourer" for the expression "Driver or any labourer".

Signed at Durban as authorised, for and on behalf of the parties to the Council, this 5th day of September 1989.

B. CARR,

Chairman.

T. EVANS,

Vice-Chairman.

L. A. DICKASON,

Secretary.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 325

23 February 1990

MEMBERS OF PARLIAMENT AND POLITICAL OFFICE-BEARERS PENSION SCHEME ACT, 1984

The State President has, under the powers vested in him by—

(a) paragraph (d) of the definition of "office-bearer" in section 1 of the Members of Parliament and Political Office-bearers Pension Scheme Act, 1984 (Act No. 112 of 1984), approved the office of Chairman of a Committee of the President's Council as well as the office of Whip of the President's Council as offices for the purposes of the first-mentioned Act; and

(b) section 1 (2) of the first-mentioned Act, determined 21 September 1984 as the date of coming into operation of this notice.

BELANGRIKE AANKONDIGING***Sluitingstye VOOR VAKANSIEDAE vir*****WETLIKE KENNISGEWINGS 1990**
GOEWERMENSKENNISGEWINGS

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **29 Maart**, Donderdag, vir die uitgawe van Donderdag **5 April**
- ▶ **4 April**, Woensdag, vir die uitgawe van Donderdag **12 April**
- ▶ **11 April**, Woensdag, vir die uitgawe van Vrydag **20 April**
- ▶ **26 April**, Donderdag, vir die uitgawe van Vrydag **4 Mei**
- ▶ **17 Mei**, Donderdag, vir die uitgawe van Vrydag **25 Mei**
- ▶ **23 Mei**, Woensdag, vir die uitgawe van Vrydag **1 Junie**
- ▶ **4 Oktober**, Donderdag, vir die uitgawe van Vrydag **12 Oktober**
- ▶ **18 Desember**, Dinsdag, vir die uitgawe van Vrydag **28 Desember**
- ▶ **21 Desember**, Vrydag, vir die uitgawe van Vrydag **4 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 PRIOR TO PUBLIC HOLIDAYS for*****LEGAL NOTICES 1990**
GOVERNMENT NOTICES

The closing time is 15:00 sharp on the following days:

- ▶ **29 March**, Thursday, for the issue of Thursday **5 April**
- ▶ **4 April**, Wednesday, for the issue of Thursday **12 April**
- ▶ **11 April**, Wednesday, for the issue of Friday **20 April**
- ▶ **26 April**, Thursday, for the issue of Friday **4 May**
- ▶ **17 May**, Thursday, for the issue of Friday **25 May**
- ▶ **23 May**, Wednesday, for the issue of Friday **1 June**
- ▶ **4 October**, Thursday, for the issue of Friday **12 October**
- ▶ **18 December**, Tuesday, for the issue of Friday **28 December**
- ▶ **21 December**, Friday, for the issue of Friday **4 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 dierekundige plantplae. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R5 plus AVB per eksemplaar of R20 per jaar, posvry (Buitelands R6,25 per eksemplaar of R25 per jaar).

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).

INHOUD

No.	Bladsy No.	Koerant No.
GOEWERMENSKENNISGEWINGS		
Administrasie: Volksraad		
Goewermenskennisgewings		
R. 350 Waterwet (54/1956): Ngwangwane-besproeiingsraad, distrik Underberg, Natal: Toewysing van werksaamhede, bevoegdhe en pligte.....	1	12302
R. 351 do.: Koonaprivier-besproeiingsraad, afdelings Adelaide, Albany, Bedford en Fort Beaufort, Kaapprovinsie: Toewysing van werksaamhede, bevoegdhe en pligte	1	12302
Finansies, Departement van		
Goewermenskennisgewings		
R. 314 Doeane- en Aksynswet (91/1964): Wysiging van Bylae 1 (No. 1/1/210).....	2	12302
R. 315 do.: Wysiging van Bylae 1 (No. 1/1/211) ..	2	12302
R. 316 do.: Wysiging van Bylae 1 (No. 1/1/212) ..	7	12302
R. 317 do.: Wysiging van Bylae 1 (No. 1/1/215) ..	7	12302
R. 318 do.: Wysiging van Bylae 3 (No. 3/90)	8	12302
R. 319 do.: Wysiging van Bylae 1 (No. 1/1/216) ..	8	12302
R. 320 do.: Wysiging van Bylae 3 (No. 3/89)	9	12302
R. 321 do.: Wysiging van Bylae 4 (No. 4/43)	10	12302
R. 324 do.: Wysiging van Bylae 1 (No. 1/1/209) ..	10	12302
Handel en Nywerheid, Departement van		
Goewermenskennisgewing		
R. 383 Wet op Skadelike Sakepraktyke (71/1988): Vorm van dagvaardiging	12	12302
Mannekrag, Departement van		
Goewermenskennisgewings		
R. 389 Wet op Arbeidsverhoudinge (28/1956): Tekstielnywerheid, Republiek van Suid-Afrika: Hernuwing van Ooreenkoms.....	13	12302
R. 390 do.: do.: Wysiging van Ooreenkoms.....	14	12302
R. 391 do.: Meubelnywerheid, Natal: Wysiging van Hofooreenkoms	16	12302
R. 392 do.: do.: Wysiging van Voorsorgfonds-, Siektebystandsgenootskap- en Sterfte-Bystandsverenigingsooreenkoms	30	12302
R. 393 do.: Juweliersware- en Edelmetaalnywerheid (Kaap): Hernuwing van Hofooreenkoms	34	12302
R. 394 do.: do.: Wysiging van Hofooreenkoms	35	12302
R. 395 do.: Elektrotegniese Nywerheid (Natal): Wysiging van Siektebystandsfondsooreenkoms	41	12302
R. 396 do.: do.: Wysiging van Mediese Hulpfondsooreenkoms	46	12302
R. 397 do.: do.: Hernuwing van Ooreenkoms vir die Elektrotegniese Aannemingseksie.....	48	12302
R. 398 do.: do.: Wysiging van Ooreenkoms vir die Elektrotegniese Aannemingseksie.....	48	12302
Nasionale Gesondheid en Bevolkingsontwikkeling, Departement van		
Goewermenskennisgewing		
R. 325 Wet op die Pensioenskema vir Parlementslede en Politieke Ampsbekleërs (112/1984): Goedkeuring van ampte van Voorsitter van 'n Komitee van die Presidentsraad en Sweep van die Presidentsraad	57	12302

CONTENTS

No.	Page No.	Gazette No.
GOVERNMENT NOTICES		
Administration: House of Assembly		
Government Notices		
R. 350 Water Act (54/1956): Ngwangwane Irrigation Board, District of Underberg, Natal: Assignment of functions, powers and duties	1	12302
R. 351 do.: Koonap River Irrigation Board, Divisions of Adelaide, Albany, Bedford and Fort Beaufort, Cape Province: Assignment of functions, powers and duties ..	1	12302
Finance, Department of		
Government Notices		
R. 314 Customs and Excise Act (91/1964): Amendment of Schedule 1 (No. 1/1/210) ..	2	12302
R. 315 do.: Amendment of Schedule 1 (No. 1/1/211)	2	12302
R. 316 do.: Amendment of Schedule 1 (No. 1/1/212)	7	12302
R. 317 do.: Amendment of Schedule 1 (No. 1/1/215)	7	12302
R. 318 do.: Amendment of Schedule 3 (No. 3/90)	8	12302
R. 319 do.: Amendment of Schedule 1 (No. 1/1/216)	8	12302
R. 320 do.: Amendment of Schedule 3 (No. 3/89)	9	12302
R. 321 do.: Amendment of Schedule 4 (No. 4/43)	10	12302
R. 324 do.: Amendment of Schedule 1 (No. 1/1/209)	10	12302
Manpower, Department of		
Government Notices		
R. 389 Labour Relations Act (28/1956): Textile Industry, Republic of South Africa: Renewal of Agreement	13	12302
R. 390 do.: do.: Amendment of Agreement	14	12302
R. 391 do.: Furniture Manufacturing Industry, Natal: Amendment of Main Agreement ..	16	12302
R. 392 do.: do.: Provident Fund, Sick Benefit Society and Mortality Benefit Association Agreement	30	12302
R. 393 do.: Jewellery and Precious Metal Industry (Cape): Renewal of Main Agreement ..	34	12302
R. 394 do.: do.: Amendment of Main Agreement	35	12302
R. 395 do.: Electrical Industry (Natal): Amendment of Sick Pay Fund Agreement	41	12302
R. 396 do.: do.: Amendment of Medical Aid Fund Agreement	46	12302
R. 397 do.: do.: Renewal of Agreement for the Electrical Contracting Section	48	12302
R. 398 do.: do.: Amendment of Agreement for the Electrical Contracting Section	48	12302
National Health and Population Development, Department of		
Government Notice		
R. 325 Members of Parliament and Political Office-bearers Pension Scheme Act (112/1984): Approval of the office of Chairman of a Committee of the President's Council as well as the office of Whip of the President's Council	57	12302
Trade and Industry, Department of		
Government Notice		
R. 383 Harmful Business Practices Act (71/1988): Form of summons	12	12302