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GOVERNMENT NOTICES

INDEPENDENT BROADCASTING AUTHORITY

No. R. 2044

25 November 1994

APPLICATIONS RECEIVED FOR TEMPORARY COMMUNITY LICENCES

The Independent Broadcasting Authority gives notice under the Independent Broadcasting Authority (Temporary Community Broadcasting Licences) Regulations, 1994, that applications have been received for temporary community broadcasting licences as set out in the Schedules.

The applications and any written representations received pursuant thereto are open for inspection by interested parties during the normal office hours of the Authority.

Interested persons are invited to submit written representations in relation to the applications to the Authority at, IBA House, 26 Baker Street, Rosebank, Johannesburg, OR Private Bag X31, Parklands, 2121, OR by Fax No. (011) 447-6188/9 within **two weeks of the date of publication of this notice.**

Persons who submit representations in terms hereof shall, when submitting such representations, provide proof to the satisfaction of the Authority that a copy of the representations submitted have been sent by *registered post* or delivered to the applicant concerned.

SCHEDULE

- (i) **Name and address of applicant:** THE LOWVELD NEWSPAPER PUBLISHERS operating as RADIO LOWVELD, 12 Stinkhout Crescent, Nelspruit, 1200

GOEWERMENTSKENNISGEWINGS

ONAFHANKLIKE UITSAAI- OWERHEID

No. R. 2044

25 November 1994

AANSOEKE OM TYDELIKE GEMEENSKAPS- UITSAAILISENSIES ONTVANG

Die Onafhanklike Uitsaai-owerheid gee kennis onder die Onafhanklike Uitsaai-owerheid (Tydelike Gemeenskapsuitsaailisensies) Regulasies, 1994, dat aansoeke vir tydelike gemeenskapsuitsaailisensies soos in die Bylae uiteengesit, ontvang is.

Die aansoeke en enige skriftelike versoë wat in verband daarmee ontvang is, is gedurende die normale kantoorure van die Owerheid ter insae van belanghebbende partye beskikbaar.

Belanghebbende partye word uitgenooi om skriftelike versoë met betrekking tot die aansoeke te rig aan die Owerheid te IBA-huis, Bakerstraat 26, Rosebank, Johannesburg, OF Privaatsak X31, Parklands, 2121, OF Faks No. (011) 447-6188/9 binne **twee weke vanaf die datum van hierdie kennisgewing.**

Persone wat in terme hiervan versoë rig sal, wanneer sodanige versoë ingedien word, bewys tot bevrediging van die Owerheid voorlê dat 'n kopie van die versoë wat ingedien is per *geregistreerde* pos aan die betrokke aansoeker gestuur is of by die aansoeker afgelewer is.

BYLAE

- (i) **Naam en adres van aansoeker:** DIE LAEVELDER KOERANTUITGEWERS wat optree as RADIO LAEVELD, Stinkhoutsingel 12, Nelspruit, 1200

- (ii) **Community:** The inhabitants of the Lowveld.
- (iii) **Proposed licence area:** Waterval-Boven in the west to Komatipoort in the east and from Barberton in the south to Bushbuckridge in the north.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide a wide spectrum of programmes such as cultural, art, music, children, religious, sports and educational programmes.

SCHEDULE

- (i) **Name and address of applicant:** SUNRISE RADIO, 115 Third Avenue, Rondebosch East, Cape Town, 7780
- (ii) **Community:** The inhabitants and in particular the Asian community resident in Rylands, Cravenby, Paarl, Camps Bay and Hout Bay.
- (iii) **Proposed licence area:** Rylands, Cravenby, Paarl, Camps Bay and Hout Bay.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide local news and music and keep the community informed of local events.

SCHEDULE

- (i) **Name and address of applicant:** RADIO OVERBERG—BOLAND, 291 Ninth Street, Voëlklip, Hermanus, 7203.
- (ii) **Community:** The inhabitants of the Overberg-Boland area.
- (iii) **Proposed licence area:** Overberg-Boland area.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To broadcast the gospel of Jesus Christ and to provide individual spiritual counselling, community news and social upliftment programmes.

SCHEDULE

- (i) **Name and address of applicant:** ZULULAND COMMUNITY RADIO, (RADIOCOM) University of Zululand, kwaDlangezwa, 3886.
- (ii) **Community:** The inhabitants of Zululand.

- (ii) **Gemeenskap:** Die inwoners van die Laeveld.
- (iii) **Voorgestelde lisensiegebied:** Waterval-Boven in die weste tot Komatipoort in die ooste en van Barberton in die suide tot Bosbokrand in die noorde.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om 'n wye spektrum van programme soos kulturele, kuns, musiek, kinder-, godsdienstige, sport- en opvoedkundige programme aan te bied.

BYLAE

- (i) **Naam en adres van aansoeker:** SUNRISE RADIO, Derde Laan 115, Rondebosch-Oos, Kaapstad, 7780
- (ii) **Gemeenskap:** Die inwoners en in besonder die Asiatiese gemeenskap wat in Rylands, Cravenby, Paarl, Kampsbaai en Houtbaai woon.
- (iii) **Voorgestelde lisensiegebied:** Rylands, Cravenby, Paarl, Kampsbaai en Houtbaai.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om plaaslike nuus en musiek te voorsien en die gemeenskap ingelig te hou oor plaaslike gebeure.

BYLAE

- (i) **Naam en adres van aansoeker:** RADIO OVERBERG—BOLAND, Negende Straat 291, Voëlklip, Hermanus, 7203.
- (ii) **Gemeenskap:** Die inwoners van Overberg-Bolandomgewing.
- (iii) **Voorgestelde lisensiegebied:** Overberg-Bolandgebied.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om die evangelie van Jesus Christus uit te saai en om individuele geestelike voorligting, gemeenskapsnuus en sosiale en sosiaalopheffende programme aan te bied.

BYLAE

- (i) **Naam en adres van aansoeker:** ZULULAND COMMUNITY RADIO, (RADIOCOM), Universiteit van Zululand, kwaDlangezwa, 3886.
- (ii) **Gemeenskap:** Die inwoners van Zululand.

- (iii) **Proposed licence area:** Zululand.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide access to news and current events. To communicate, educate and entertain. To provide music programmes and to promote the participation of the community in all the activities of the station such as production, programming, management and administration.

SCHEDULE

- (i) **Name and address of applicant:** FESTIVAL PROMOTIONS ASSOCIATION, operating as HELDERBERG COMMUNITY RADIO, 9 Parfitt Road, Somerset West, 7130.
- (ii) **Community:** The inhabitants of the Magisterial Districts of Somerset West, Strand and Grabouw.
- (iii) **Proposed licence area:** Magisterial Districts of Somerset West, Strand and Grabouw.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** The service will offer itself as a forum for entertainment, information, education, empowerment, skills transfer and debate.

SCHEDULE

- (i) **Name and address of applicant:** ISLAMIC COLLEGE OF SOUTHERN AFRICA (ICOSA), operating as RADIO 786, 110 Klipfontein Road, Gatesville, Cape Town, 7764.
- (ii) **Community:** Muslim Community resident in Athlone, Rylands, Gugulethu, Bridgetown, Rondebosch.
- (iii) **Proposed licence area:** Athlone, Rylands, Gugulethu, Bridgetown, Rondebosch.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide programmes to fulfill the religious, cultural and social needs of the community.

SCHEDULE

- (i) **Name and address of applicant:** WINTERVELDT COMMUNITY RADIO STATION, (WCRS), 152 Block A, Mabopane, 0100.
- (ii) **Community:** The inhabitants of the Winterveldt region.

- (iii) **Voorgestelde lisensiegebied:** Zululand.

- (iv) **Verkose frekwensieband:** FM.

- (v) **Aard van die voorgestelde diens:** Om toegang te bied tot nuus en aktuele gebeure. Om te kommunikeer, op te voed en te vermaak. Om nuusprogramme aan te bied en om deelname van die gemeenskap in produksie, programmering, bestuur en administrasie te bevorder.

BYLAE

- (i) **Naam en adres van aansoeker:** FESTIVAL PROMOTIONS ASSOCIATION wat optree as HELDERBERG COMMUNITY RADIO, Parfittweg 9, Somerset-Wes, 7130.
- (ii) **Gemeenskap:** Die inwoners van die landdrosdistrikte Somerset-Wes, Strand en Grabouw.
- (iii) **Voorgestelde lisensiegebied:** Die landdrosdistrikte Somerset-Wes, Strand en Grabouw.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Die diens sal homself aanbied as 'n forum vir vermaak, inligting, opvoeding, magtiging, die oordrae van vaardighede en debat.

BYLAE

- (i) **Naam en adres van aansoeker:** ISLAMIC COLLEGE OF SOUTHERN AFRICA (ICOSA) wat optree as RADIO 786, Klipfonteinweg 10, Gatesville, Kaapstad, 7764.
- (ii) **Gemeenskap:** Moslemgemeenskap wat in Athlone, Rylands, Gugulethu, Bridgetown en Rondebosch woon.
- (iii) **Voorgestelde lisensiegebied:** Athlone, Rylands, Gugulethu, Bridgetown en Rondebosch.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om programme te voorsien wat aan die godsdienstige, kulturele en sosiale behoeftes van die gemeenskap voldoen.

BYLAE

- (i) **Naam en adres van aansoeker:** WINTERVELDT COMMUNITY RADIO STATION (WCRS), Blok A 152, Mabopane, 0100.
- (ii) **Gemeenskap:** Die inwoners van die Winterveldt-streek.

- (iii) **Proposed licence area:** From Mabopane in the south to Makaunyane in the north and Klipgat in the west to Soshanguve in the east.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide programmes aimed at the improvement of the living conditions of the community and to encourage broad community participation on issues such as education, health, sports, religion and culture.

SCHEDULE

- (i) **Name and address of applicant:** SOWETO COMMUNITY RADIO, 2223 Mahalefele Street, Dube, P.O. Dube, Soweto, 1800.
- (ii) **Community:** The inhabitants of the Greater Soweto Area.
- (iii) **Proposed licence area:** Greater Soweto.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To address the basic needs of the community, to provide a platform for expression, to communicate and to inform.

SCHEDULE

- (i) **Name and address of applicant:** AFRITEK operating as RADIO HOOFTAD, c/o Holding 320, Kameeldrif East, Pretoria, 0035.
- (ii) **Community:** The Afrikaans speaking inhabitants of Pretoria District.
- (iii) **Proposed licence area:** Pretoria District.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide a variety of programmes to emphasise the positive in the community, the Afrikaans language, religion and culture.

SCHEDULE

- (i) **Name and address of applicant:** AFRITEK operating as RADIO AFRIKANA, c/o Holding 320, Kameeldrif East, Pretoria, 0035.
- (ii) **Community:** The Afrikaans speaking population of the RSA.
- (iii) **Proposed licence area:** National.
- (iv) **Preferred frequency band:** Medium Wave.
- (v) **Nature of the proposed service:** To provide a variety of programmes to emphasise the positive in the community, the Afrikaans language, religion and culture.

- (iii) **Voorgestelde lisensiegebied:** Van Mabopane in die suide tot Makaunyane in die noorde en van Klipgat in die weste tot Soshanguve in die ooste.

- (iv) **Verkose frekwensieband:** FM.

- (v) **Aard van die voorgestelde diens:** Om programme te voorsien wat daarop gemik is om die lewens toestande van die gemeenskap te verbeter en om deelname van die gemeenskap oor aangeleenthede soos opvoeding, gesondheid, sport, godsdiens, en kultuur aan te moedig.

BYLAE

- (i) **Naam en adres van aansoeker:** SOWETO COMMUNITY RADIO, Mahalefelestraat 2223, Dube, Poskantoor Dube, Soweto, 1800.
- (ii) **Gemeenskap:** Die inwoners van Groter Soweto.
- (iii) **Voorgestelde lisensiegebied:** Groter Soweto.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om die basiese behoeftes van die gemeenskap aan te spreek, om 'n platform vir uitdrukking te voorsien, om te kommunikeer en in te lig.

BYLAE

- (i) **Naam en adres van aansoeker:** AFRITEK wat optree as RADIO HOOFTAD, p.a. Hoewe 320, Kameeldrif-Oos, Pretoria, 0035.
- (ii) **Gemeenskap:** Die Afrikaans-sprekende inwoners van die Pretoria-distrik.
- (iii) **Voorgestelde lisensiegebied:** Pretoria-distrik.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om 'n verskeidenheid van programme aan te bied wat die positiewe in die gemeenskap en die Afrikaanse taal, godsdiens en kultuur beklemtoon.

BYLAE

- (i) **Naam en adres van aansoeker:** AFRITEK wat optree as RADIO AFRIKANA, p.a. Hoewe 320, Kameeldrif-Oos, Pretoria, 0035.
- (ii) **Gemeenskap:** Die Afrikaans-sprekende bevolking van die RSA.
- (iii) **Voorgestelde lisensiegebied:** Nasionaal.
- (iv) **Verkose frekwensieband:** Mediumgolf.
- (v) **Aard van die voorgestelde diens:** Om 'n verskeidenheid van programme aan te bied wat die positiewe in die gemeenskap en die Afrikaanse taal, godsdiens en kultuur beklemtoon.

SCHEDULE

- (i) **Name and address of applicant:** LIVING WORD RADIO, c/o Rev. Rene Bonifazi, Sisters of St. Paul, P.O. Box 12, Reitz, 9810.
- (ii) **Community:** The inhabitants of Reitz District.
- (iii) **Proposed licence area:** Reitz District.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide the community with the opportunity for daily worship and prayer as incentives for good citizenship and daily living in order to fulfill the Church's duty of concern for the welfare of all.

SCHEDULE

- (i) **Name and address of applicant:** LOWVELD STEREO, Cromdale, Barberton Road, Nelspruit, 1200.
- (ii) **Community:** The inhabitants of Lowveld area.
- (iii) **Proposed licence area:** Nelspruit and Hoedspruit Lowveld area.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide tourists with information, to broadcast news, music, educational, actuality and youth programmes and to entertain.

SCHEDULE

- (i) **Name and address of applicant:** MIDDELBURG STEREO MUSIC RADIO operating as CYCAD STEREO, 23 Leipoldt Street, Golsig, Middelburg, Tvl, 1050.
- (ii) **Community:** The inhabitants of Middelburg, Witbank, Ogies, Bethal, Hendrina, Belfast, Carolina, surrounding mines, power stations and rural areas.
- (iii) **Proposed licence area:** Middelburg, Witbank, Ogies, Bethal, Hendrina, Belfast, Carolina, surrounding mines, power stations and rural areas.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To educate, entertain and communicate and to provide religious, music, news, sports and cultural programmes as well as road, traffic and weather reports.

BYLAE

- (i) **Naam en adres van aansoeker:** LIVING WORD RADIO, p.a. Eerw. Rene Bonifazi, Sisters of St. Paul, Posbus 12, Reitz, 9810.
- (ii) **Gemeenskap:** Inwoners van Reitz-distrik.
- (iii) **Voorgestelde lisensiegebied:** Reitz-distrik.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om die gemeenskap die geleentheid van daaglikse gebed en aanbidding te bied as aansporing tot goeie burgerskap en daaglikse lewe ten einde die kerk se taak van besorgdheid oor die welstand van almal te volbring.

BYLAE

- (i) **Naam en adres van aansoeker:** LOWVELD STEREO, Cromdale, Barbertonweg, Nelspruit, 1200.
- (ii) **Gemeenskap:** Die inwoners van die Laeveld-gebied.
- (iii) **Voorgestelde lisensiegebied:** Nelspruit en Hoedspruit Laeveld-gebied.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om toeriste van inligting te voorsien, om nuus, musiek, opvoedkundige, aktualiteits- en jeugprogramme uit te saai en om te vermaak.

BYLAE

- (i) **Naam en adres van aansoek:** MIDDELBURG STEREO MUSIEK RADIO wat optree as CYCAD STEREO, Leipoldtstraat 23, Golsig, Middelburg, Tvl., 1050.
- (ii) **Gemeenskap:** Die inwoners van Middelburg, Witbank, Ogies, Bethal, Hendrina, Belfast, Carolina, omliggende myne, kragstasies en plattelandse gemeenskappe.
- (iii) **Voorgestelde lisensiegebied:** Middelburg, Witbank, Ogies, Bethal, Hendrina, Belfast, Carolina, omliggende myne, kragstasies en plattelandse gemeenskappe.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om op te voed, in te lig en te kommunikeer en om godsdienstige, musiek, nuus, sport en kulturele programme sowel as pad, verkeer en weersverslae aan te bied.

SCHEDULE

- (i) **Name and address of applicant:** NORTH-ERN CAPE BROADCAST FOUNDATION operating as COMMUNITY BROADCASTING SYSTEM (CBS), 33 Apricot Street, Mint Village, Kimberley, 8301.
- (ii) **Community:** The inhabitants of the Northern Cape Province.
- (iii) **Proposed licence area:** Northern Cape Province.
- (iv) **Preferred frequency band:** FM and Medium Wave for radio and UHF for television.
- (v) **Nature of the proposed service:** To provide education through public broadcasting and to address the specific needs and issues that affect the local communities of the Northern Cape Province, to create permanent jobs as well as to provide skilled training.

SCHEDULE

- (i) **Name and address of applicant:** RADIO NAMAQUALAND, Hospital Street, Vredendal, 8160.
- (ii) **Community:** The inhabitants of Namaqualand and Olifants River Valley.
- (iii) **Proposed licence area:** Namaqualand and Olifants River Valley.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To broadcast the gospel of Jesus Christ and to provide individual spiritual counselling, community news and social and social upliftment programmes.

SCHEDULE

- (i) **Name and address of applicant:** BLOEM-FONTEIN, BOTSHABELO, THABA NCHU (BBT) COMMUNITY RADIO ASSOCIATION operating as RADIO BBT, 4 Mimosa Street, East End, Bloemfontein, 9300.
- (ii) **Community:** The inhabitants of greater Bloemfontein, Botshabelo and Thaba Nchu, including Brandfort, Dealesville, Reddersburg, Petrusburg and Verkeerdevelei.

BYLAE

- (i) **Naam en adres van aansoeker:** NORTH-ERN CAPE BROADCAST FOUNDATION wat optree as COMMUNITY BROADCASTING SYSTEM (CBS), Apricotstraat 33, Mint Village, Kimberley, 8301.
- (ii) **Gemeenskap:** Inwoners van die Noordkaap-provinsie.
- (iii) **Voorgestelde lisensiegebied:** Noordkaap-provinsie.
- (iv) **Verkose frekwensieband:** FM en Medium-golf vir radio en UHF vir televisie.
- (v) **Aard van die voorgestelde diens:** Om opvoeding te verskaf deur middel van openbare uitsendings en om die besondere behoeftes en aangeleenthede wat die plaaslike gemeenskappe van die Noordkaap-provinsie raak aan te spreek, om permanente werksgeleenthede te skep sowel as om geskoolde opleiding te verskaf.

BYLAE

- (i) **Naam en adres van aansoeker:** RADIO NAMAQUALAND, Hospitaalstraat, Vredendal, 8160.
- (ii) **Gemeenskap:** Die inwoners van Namakwaland en Olifantsriviervallei.
- (iii) **Voorgestelde lisensiegebied:** Namakwaland en Olifantsriviervallei.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om die evangelie van Jesus Christus uit te saai en om individuele geestelike voorligting, gemeenskapsnuus en sosiale en sosiaalopheffende programme aan te bied.

BYLAE

- (i) **Naam en adres van aansoeker:** BLOEM-FONTEIN, BOTSHABELO, THABA NCHU (BBT) COMMUNITY RADIO ASSOCIATION wat optree as RADIO BBT, Mimosastraat 4, East End, Bloemfontein, 9300.
- (ii) **Gemeenskap:** Die inwoners van Bloemfontein, Botshabelo en Thaba Nchu, insluitende Brandfort, Dealesville, Reddersburg, Petrusburg en Verkeerdevelei.

- (iii) **Proposed licence area:** Greater Bloemfontein, Botshabelo and Thaba Nchu, including Brandfort, Dealesville, Reddersburg, Petrusburg and Verkeerdevlei.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide programmes aiming at the promotion of literacy, education and local talent in the performing arts, sport and culture, to inform and to entertain the community.

SCHEDULE

- (i) **Name and address of applicant:** DIE GENOOTSAP VAN VRYHEID VAN SPRAAK operating as RADIO SPRINGBOK, 3 Swartberg Street, Bronkhorstbaai, District of Bronkhorstspuit, 1020.
- (ii) **Community:** The inhabitants of the Greater Bronkhorstspuit Area who want to promote the Afrikaans language and culture.
- (iii) **Proposed licence area:** Initially the Greater Bronkhorstspuit Area including Witbank and Springs.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** To provide programmes for the promotion of the Afrikaans language and culture as well as information and advice to the farmers in the community.

SCHEDULE

- (i) **Name and address of applicant:** IZWE-LETHU AND INTUBA TRUST AND NTUZUMA BLACK CHILD AND FAMILY WELFARE SOCIETY operating as IZWI-LETHU RADIO, Office 804, Protea House, 332 West Street, Durban, 4001.
- (ii) **Community:** The inhabitants of Ntuzuma and parts of Ndwedwe, Verulam, kwaMashu, kwaDabeka, Clermont, Lindelani and Richmond Farm.
- (iii) **Proposed licence area:** Ntuzuma and parts of Ndwedwe, Verulam, kwaMashu, kwaDabeka, Clermont, Lindelani and Richmond Farm.
- (iv) **Preferred frequency band:** FM.
- (v) **Nature of the proposed service:** The nature of the proposed service will be determined by the community.

- (iii) **Voorgestelde lisensiegebied:** Groter Bloemfontein, Botshabelo en Thaba Nchu, insluitende Brandfort, Dealesville, Reddersburg, Petrusburg en Verkeerdevlei.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om programme te voorsien wat daarop gemik is om geletterdheid, opvoeding en plaaslike talent in die uitvoerende kunste, sport en kultuur te bevorder, om die gemeenskap in te lig en te vermaak.

BYLAE

- (i) **Naam en adres van aansoeker:** DIE GENOOTSAP VAN VRYHEID VAN SPRAAK wat optree as RADIO SPRINGBOK, Swartbergstraat 3, Bronkhorstbaai, distrik Bronkhorstspuit, 1020.
- (ii) **Gemeenskap:** Die inwoners van die Groter Bronkhorstspuit-area wie die Afrikaanse taal en kultuur wil bevorder.
- (iii) **Voorgestelde lisensiegebied:** Aanvanklik die Groter Bronkhorstspuit-area insluitende Witbank en Springs.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Om programme te voorsien vir die bevordering van die Afrikaanse taal en kultuur sowel as om die boere in die gemeenskap van inligting en advies te voorsien.

BYLAE

- (i) **Naam en adres van aansoeker:** IZWE-LETHU AND INTUBA TRUST AND NTUZUMA BLACK CHILD AND FAMILY WELFARE SOCIETY wat optree as RADIO IZWI-LETHU, Kantoor 804, Proteahuis, Weststraat 332, Durban, 4001.
- (ii) **Gemeenskap:** Die inwoners van Ntuzuma en dele van Ndwedwe, Verulam, kwaMashu, kwaDabeka, Clermont, Lindelani en Richmond Farm.
- (iii) **Voorgestelde lisensiegebied:** Ntuzuma en dele van Ndwedwe, Verulam, kwaMashu, kwaDabeka, Clermont, Lindelani en Richmond Farm.
- (iv) **Verkose frekwensieband:** FM.
- (v) **Aard van die voorgestelde diens:** Die aard van die voorgestelde diens sal deur die gemeenskap bepaal word.

SCHEDULE

- (i) **Name and address of applicant:** RADIO TOMORROW, 3 Eighth Avenue, Parktown North, Johannesburg, 2193.
- (ii) **Community:** Pensioners, retired persons and person approaching retirement resident in the Greater Johannesburg Area.
- (iii) **Proposed licence area:** Greater Johannesburg Area.
- (iv) **Preferred frequency band:** Medium Wave.
- (v) **Nature of the proposed service:** To provide two-way communication on topics of particular interest to the community such as financial advice, consumer protection, health, loneliness, social activities, hobbies, local affairs and new retirement concepts, music, news, and dramas.

DEPARTMENT OF FINANCE**No. R. 1996****25 November 1994****DETERMINATION OF AMOUNTS FOR THE PURPOSES OF THE MILITARY PENSIONS ACT, 1976**

1. The Minister of Finance has, in terms of the provision of sections 1 and 5 of the Military Pensions Act, 1976 (Act No. 84 of 1976), read with section 3 (2) of the Act, determined that, with effect from 1 April 1994—

- (a) for the purposes of formula I as defined in section 1 of the said Act, factor A of the said formula shall represent an amount based on the age and qualifications or actual income of the member who submits proof to the satisfaction of the Director-General of his age and that he is in possession of at least a qualification mentioned in the Schedule or any other qualification which the Director-General regards as equivalent to the said qualification—

- (i) the applicable amount according to the Schedule; or
- (ii) the amount of the annual net income of the member as determined by the Director-General, having due regard to the actual earnings or net income of the member at the time of injury, to a maximum of R32 997,13,

according to which one of the said amounts is the most advantageous to the member;

- (b) for the purposes of formula II, as defined in section 1 of the said Act, factor C of the said formula shall represent the amount of R2 888,96; and

BYLAE

- (i) **Naam en adres van aansoeker:** RADIO TOMORROW, Agste Laan 3, Parktown-Noord, Johannesburg, 2193.
- (ii) **Gemeenskap:** Pensionarisse, afgetrede persone en persone wat aftree-ouderdom nader wat woonagtig is in die Groter Johannesburg-omgewing.
- (iii) **Voorgestelde lisensiegebied:** Groter Johannesburg-omgewing.
- (iv) **Verkose frekwensieband:** Mediumgolf.
- (v) **Aard van die voorgestelde diens:** Om tweerigting kommunikasie te voorsien oor aangeleenthede wat van besondere belang is vir die gemeenskap soos finansiële advies, verbruikersbeskerming, gesondheid, eensaamheid, sosiale aktiwiteite, stokperdjies, plaaslike aangeleenthede en nuwe aftree-konsepte, musiek, nuus en dramas.

DEPARTEMENT VAN FINANSIES**No. R. 1996****25 November 1994****BETALING VAN BEDRAE VIR DOELEINDES VAN DIE WET OP MILITÊRE PENSIOENE, 1976**

1. Die Minister van Finansies het kragtens die bepalings van artikels 1 en 5 van die Wet op Militêre Pensioene, 1976 (Wet No. 84 van 1976), saamgelees met artikel 3 (2) van die Wet, bepaal dat, met ingang van 1 April 1994—

- (a) vir doeleindes van formule I, soos omskryf in artikel 1 van gemelde Wet, faktor A van bedoelde formule 'n bedrag voorstel gebaseer op die ouderdom en kwalifikasies of werklike inkomste van 'n lid wat tot tevredenheid van die Direkteur-generaal bewys lewer van sy ouderdom en dat hy oor minstens 'n kwalifikasie in die Bylae vermeld, beskik of oor enige ander kwalifikasie wat die Direkteur-generaal as gelykwaardig daarmee beskou—

- (i) die toepaslike bedrag volgens die Bylae; of

- (ii) die bedrag van die jaarlikse netto inkomste van die lid soos deur die Direkteur-generaal bepaal, met behoorlike inagneming van die werklike verdienste of netto inkomste van die lid ten tye van besering, tot 'n maksimum van R32 997,13,

na gelang van watter een van sodanige bedrae vir die lid die voordeligste is;

- (b) vir doeleindes van formule II, soos omskryf in artikel 1 van gemelde Wet, faktor C van bedoelde formule die bedrag van R2 888,96 voorstel; en

(c) the gratuity payable in terms of section 5 of the said Act shall be R2 417,00 in the case of a member whose pensionable disability has been determined at not more than 10 per cent, and R4 834,00 in the case of a member whose pensionable disability has been determined at more than 10 per cent but less than 20 per cent.

2. In this notice any word or expression to which a meaning has been assigned in section 1 of the said Act, shall bear such meaning.

3. Government Notice No. R. 1670 of 10 September 1993 is hereby withdrawn.

C. F. LIEBENBERG,
Minister of Finance.

SCHEDULE

Age of member	Qualifications of member		
	Three-year Bachelor's Degree	Matriculation Certificate	In all other cases
	R	R	R
0-24.....	29 006,21	21 754,66	17 403,72
25-29.....	29 845,98	22 384,45	17 907,56
30-34.....	31 067,18	23 300,39	18 640,26
34-39.....	32 048,63	24 036,63	19 229,13
40 and older....	32 997,13	24 747,91	19 798,35

DEPARTMENT OF AGRICULTURE

No. R. 2002

25 November 1994

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

MOHAIR SCHEME: PROPOSED AMENDMENT

It is hereby notified for general information that the Minister of Agriculture has under section 9 (1) read with section 15 (3) of the Marketing Act, 1968 (Act No. 59 of 1968), provisionally approved the proposed amendment set out in the Schedule hereto, of the Mohair Scheme published by Government Notice No. R. 1304 of 15 June 1990, as amended.

Persons having an interest in the mohair industry are hereby invited in terms of section 9 (2) (b) of the said Act, to lodge any objections to or representations concerning the proposed amendment in writing to the Director-General, Department of Agriculture, Dirk Uys Building, Hamilton Street, Pretoria, or Private Bag X250, Pretoria, 0001, within four weeks from the date of publication of this notice.

A. I. VAN NIEKERK,
Minister of Agriculture.

(c) die gratifikasie betaalbaar ingevolge artikel 5 van die Wet R2 417,00 bedra in die geval van 'n lid wie se pensioengewende ongeskiktheid op hoogstens 10 persent vasgestel is, en R4 834,00 in die geval van 'n lid wie se pensioengewende ongeskiktheid op meer as 10 persent maar minder as 20 persent vasgestel is.

2. In hierdie kennisgewing het 'n woord of 'n uitdrukking waaraan in artikel 1 van gemelde Wet 'n betekenis geheg is, daardie betekenis.

3. Goewermentskennisgewing No. R. 1670 van 10 September 1993 word hierby ingetrek.

C. F. LIEBENBERG,
Minister van Finansies.

BYLAE

Ouderdom van lid	Kwalifikasie van lid		
	Driejarige Baccalaureus-graad	Matrikulasie-sertifikaat	In alle ander gevalle
	R	R	R
0-24.....	29 006,21	21 754,66	17 403,72
25-29.....	29 845,98	22 384,45	17 907,56
30-34.....	31 067,18	23 300,39	18 640,26
34-39.....	32 048,63	24 036,63	19 229,13
40 en ouer.....	32 997,13	24 747,91	19 798,35

DEPARTEMENT VAN LANDBOU

No. R. 2002

25 November 1994

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

SYBOKHAARSKEMA: VOORGESTELDE WYSIGING

Hiermee word vir algemene inligting bekendgemaak dat die Minister van Landbou kragtens artikel 9 (1) gelees met artikel 15 (3) van die Bemerkingswet, 1968 (Wet No. 59 van 1968), die voorgestelde wysiging in die Bylae hiervan uiteengesit, van die Sybokhaarskema gepubliseer by Goewermentskennisgewing No. R. 1304 van 15 Junie 1990, soos gewysig, voorlopig goedgekeur het.

Persone wat 'n belang het by die sybokhaarbedryf word hierby ingevolge artikel 9 (2) (b) van vermeldde Wet uitgenooi om binne vier weke vanaf die datum van publikasie van hierdie kennisgewing enige besware teen of verhoë aangaande die voorgestelde wysiging skriftelik by die Direkteur-generaal, Departement van Landbou, Dirk Uysgebou, Hamiltonstraat, Pretoria, of Privaatsak X250, Pretoria, 0001, in te dien.

A. I. VAN NIEKERK,
Minister van Landbou.

SCHEDULE**Definition**

1. Any word or expression in this Schedule to which a meaning has been assigned in this Schedule shall have that meaning, and "the Scheme" means the Mohair Scheme published by Government Notice No. R. 1304 of 15 June 1990 (as corrected by Government Notice No. R. 2635 of 16 November 1990) and as amended by Government Notice No. R. 220 of 19 February 1993.

Substitution of section 21 of the Scheme

2. The following section is hereby substituted for section 21 of the Scheme:

"21. When the Board employs a person on a full-time basis in terms of section 20 of this Scheme—

- (a) the Board shall arrange for the admission of such person as a member of a pension, provident or retirement annuity fund;
- (b) such person shall pay into that pension, provident or retirement annuity fund the monetary contribution determined in terms of the rules thereof; and
- (c) the Board shall in respect of the monetary contribution of the person concerned pay into a pension, provident or retirement annuity fund the amount determined by the rules of that fund, out of the general fund referred to in section 29 of this Scheme."

Substitution of section 28 of the Scheme

3. The following section is hereby substituted for section 28 of the Scheme:

"28. (1) A levy and a special levy imposed in terms of section 27 shall apply to all mohair which—

- (a) is produced in the Republic for the sale or processing thereof within or outside the Republic; and
- (b) is imported or introduced into the Republic for the sale or processing thereof in the Republic.

(2) A levy and a special levy—

- (a) imposed on mohair in terms of subsection (1) (a), shall be payable by the producer of that mohair; and
- (b) imposed on mohair in terms of subsection (1) (b), shall be payable by the person who imports or introduces that mohair into the Republic.

(3) A levy and special levy imposed under subsection (1) shall be paid to the Board in the manner and at the times as may be prescribed by regulation under section 89 of the Act.

Deletion of section 41 of Scheme

4. Section 41 of the Scheme is hereby deleted.

Amendment of section 42 of the Scheme

5. Section 42 of the Scheme is hereby amended by the substitution for paragraph (a) of subsection (1) of the following paragraph:

"42. (1) (a) The Board may, with the approval of the Minister, conduct a pool for the sale of mohair."

BYLAE**Woordomskrywing**

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Sybokhaar-skema gepubliseer by Goewermenskennisgewing No. R. 1304 van 15 Junie 1990 (soos verbeter deur Goewermenskennisgewing No. R. 2635 van 16 November 1990) en soos gewysig deur Goewermenskennisgewing No. R. 220 van 19 Februarie 1993.

Vervanging van artikel 21 van die Skema

2. Artikel 21 van die Skema word hierby deur die volgende artikel vervang:

"21. Wanneer die Raad iemand ingevolge artikel 20 van hierdie Skema op 'n voltydse grondslag in diens neem—

- (a) moet die Raad reëlins tref vir die toelating van sodanige persoon as 'n lid van 'n pensioen-, voorsorg- of uitredingsannuïteitsfonds;
- (b) moet sodanige persoon die geldelike bydrae wat ingevolge die reëls van sodanige pensioen-, voorsorg- of uitredingsannuïteitsfonds bepaal word, daarin stort; en
- (c) moet die Raad ten opsigte van sodanige geldelike bydrae van die betrokke persoon, uit die algemene fonds in artikel 29 van hierdie Skema bedoel, die bedrag wat ingevolge die reëls van sodanige pensioen-, voorsorg- of uitredingsannuïteitsfonds bepaal word, daarin stort."

Vervanging van artikel 28 van die Skema

3. Artikel 28 van die Skema word hierby deur die volgende artikel vervang:

"28. (1) 'n Heffing en 'n spesiale heffing wat ingevolge artikel 27 opgelê is, is van toepassing op alle sybokhaar wat—

- (a) in die Republiek geproduseer is vir die verkoop of verwerking daarvan binne of buite die Republiek; en
- (b) in die Republiek ingevoer of ingebring is vir die verkoop of verwerking daarvan in die Republiek.

(2) 'n Heffing en 'n spesiale heffing wat—

- (a) ingevolge subartikel (1) (a) op sybokhaar opgelê word, is betaalbaar deur die produsent van daardie sybokhaar; en
- (b) ingevolge subartikel (1) (b) op sybokhaar opgelê word, is betaalbaar deur die persoon wat daardie sybokhaar in die Republiek invoer of inbring.

(3) 'n Heffing en spesiale heffing wat kragtens subartikel (1) opgelê is, moet aan die Raad betaal word op die wyse en tye by regulasie kragtens artikel 89 van die Wet voorgeskryf.

Skrapping van artikel 41 van die Skema

4. Artikel 41 van die Skema word hierby geskrap.

Wysiging van artikel 42 van die Skema

5. Artikel 42 van die Skema word hierby deur paragraaf (a) van subartikel (1) deur die volgende paragraaf te vervang:

"42. (1) (a) Die Raad kan met die Minister se goedkeuring 'n poel vir die verkoop van sybokhaar bestuur."

Amendment of section 44 of the Scheme

6. Section 44 of the Scheme is hereby amended by the addition of the word "or" at the end of paragraph (b) and the deletion of paragraph (c).

EXPLANATORY NOTES**1. Introduction**

The control of the production and marketing of mohair was done by the Mohair Board until 31 January 1994 in terms of the Mohair Scheme published by Government Notice No. R. 1304 of 15 June 1990, as amended. The Mohair Scheme was revoked on 21 December 1993 and a free market system was operated during the first half of 1994. As a result of certain ambiguities in the Mohair Scheme, a declaratory court order was applied for and on 20 July 1994 judge Melunsky ruled that the Board has actually never been disbanded. The Scheme therefore continued to operate as it was before 31 January 1994. Since the "Revocation" of the Mohair Scheme, the demand for mohair increased dramatically with corresponding increases in the price thereof.

In consultation with producers, brokers and buyers, the Board came to the conclusion that the application of a single channel marketing system under the present conditions was unacceptable to all sectors in the industry and, should it be enforced, it could lead to avoidance of the system. The Board therefore decided to amend the present Mohair Scheme to provide for a floor price system and a voluntary pool system only. This amendment should come into operation as soon as possible as the new marketing season of mohair has already commenced.

2. Operation of the floor price system

The Mohair Scheme already makes provision for the Mohair Board to administer a floor price system. In terms of the proposed floor price system, the Board will not intervene in any way in the market during a season. At the end of a season the Board will be prepared to take in unsold mohair at predetermined prices per type after the Board has satisfied itself as to the type of each lot of unsold mohair. Floor prices will be fixed conservatively with due allowance for marketing conditions and be announced at the start of each marketing season.

Producers will, however, not be compelled to deliver such unsold mohair to the board and may indeed decide to sell it themselves or to keep it until the next season. The onus will be on brokers to market mohair on behalf of producers as profitable as possible by means of a public sale or private sales, should certain lots of mohair not be sold by auction. Although the Scheme still makes provision for the operation of pools, the Mohair Board will not operate pools unless producers request the Board thereto.

Wysiging van artikel 44 van die Skema

6. Artikel 44 van die Skema word hierby gewysig deur die woord "of" aan die einde van paragraaf (b) by te voeg en paragraaf (c) te skrap.

VERDUIDELIKENDE NOTAS**1. Inleiding**

Die reëling van die produksie en bemarking van sybokhaar is tot 31 Januarie 1994 deur die Sybokhaarraad verrig kragtens die Sybokhaarskema gepubliseer by Goewermentskennisgewing No. R. 1304 van 15 Junie 1990, soos gewysig. Die Sybokhaarskema is op 21 Desember 1993 herroep en 'n vryemarkstelsel is gedurende die eerste helfte van 1994 bedryf. As gevolg van sekere onduidelikhede in die Sybokhaarskema, is 'n verklarende hofbevel aangevra en het regter Melunsky op 20 Julie 1994 bevind dat die Raad in werklikheid nooit ontbind is nie. Die Skema is dus weer ten volle in werking gestel, dit wil sê soos dit voor 31 Januarie 1994 was. Sedert die "opheffing" van die Sybokhaarskema, het die aanvraag na sybokhaar dramaties gestyg met ooreenkomstige stygings in die prys daarvan.

In oorleg met produsente, makelaars en kopers, het die Raad tot die gevolgtrekking geraak dat die toepassing van 'n eenkanaal-bemarkingstelsel onder die huidige omstandighede onaanvaarbaar is vir alle sektore in die bedryf en indien dit afgedwing sou word, sou kon lei tot omseiling van die stelsel. Die Raad het derhalwe besluit om die huidige Sybokhaarskema sodanig te wysig dat dit slegs vir 'n vloerprysstelsel en 'n vrywillige poelstelsel voorsiening maak. Hierdie wysiging moet so gou moontlik in werking tree, aangesien die nuwe bemarkingseisoen van sybokhaar reeds 'n aanvang geneem het.

2. Werking van vloerprysstelsel

Die Sybokhaarskema maak reeds daarvoor voorsiening dat die Sybokhaarraad 'n vloerprysstelsel kan bedryf. Ingevolge die beoogde vloerprysstelsel sal die Raad nie gedurende 'n seisoen op enige wyse in die mark ingryp nie. Teen die einde van 'n seisoen sal die Raad bereid wees om onverkoopte sybokhaar teen vooraf vasgestelde pryse per tipe in te neem nadat die Raad hom vergewis het van die tipe van elke lot onverkoopte sybokhaar. Vloerpryse sal konserwatief met inagneming van marktoestande vasgestel en aan die begin van elke bemarkingseisoen aangekondig word.

Produsente sal egter nie verplig wees om sulke onverkoopte sybokhaar aan die Raad te lewer nie en kan inderdaad besluit om dit self te verkoop of om dit oor te hou tot die volgende seisoen. Die onus sal op agente rus om sybokhaar namens produsente so voordelig moontlik te maak deur middel van 'n openbare veiling of uit die hand verkope, sou sekere lotte sybokhaar nie op 'n veiling verkoop word nie. Ofskoon die Skema steeds vir die bedryf van poele voorsiening maak, sal die Sybokhaarraad nie poele bedryf nie tensy produsente die Raad daartoe versoek.

The Board's activities such as quality control, market development, marketing promotion, research, international liaison, product development, production promotion, gathering and processing of statistics et cetera will still be financed by means of a levy which is payable by producers when the mohair is sold. The Board will arrange with the persons or bodies who buys mohair from or who markets mohair on behalf of producers to collect the levies from the producers on behalf of the Mohair Board and to pay it over to the Board on a regular basis. Such brokers or traders will have to register with the Board and returns of information will have to be submitted to the Board in order to enable the Board to gather the necessary market information and to check the payment of levies.

3. Levies

3.1 Ordinary and special levies

An ordinary levy is imposed by the Mohair Board for purposes of the Mohair Board's administrative expenditure, whereas a special levy is imposed for purposes of expenditure in respect of research grants, product development, product promotion (which includes a payment to the South African Mohair Growers' Association) and local and foreign promotion.

3.2 Whereupon payable

An ordinary and special levy is imposed on all mohair which is produced locally for selling or processing thereof locally or abroad, as well as on all mohair which is imported or introduced into the Republic for selling or processing locally.

3.3 Persons by whom payable

Both the ordinary and special levy on mohair will be payable as follows:

- (a) In the case of mohair that is produced locally, the Mohair Board will arrange with the first person in the Republic dealing in the course of trade with such mohair to collect the levy from the producer on behalf of the board and to pay it over to the Board;
- (b) In the case of mohair that is imported or introduced into the Republic, the levy shall be paid to the Board by the person who imports or introduces such mohair.

3.4 Extent of levies

The levies imposed in a given year will be based on the different budgets of the Mohair Board as approved by the Minister, and will be recovered on the basis of an amount per kilogram. The ordinary levy at present is 15,4 c/kg and the special levy 7,4 c/kg, (VAT included).

Die Raad se aktiwiteite soos gehaltebeheer, markontwikkeling, bemarkingsbevordering, navorsing, internasionale skakeling, produkontwikkeling, produksiebevordering, insameling en verwerking van statistiek ensovoorts sal steeds befonds word deur middel van 'n heffing wat deur produsente betaalbaar is wanneer die sybokhaar verkoop word. Die Raad sal met die persone of instansies wat sybokhaar van produsente aankoop of wat sybokhaar namens produsente bemark, ooreenkom om heffings namens die Raad van die produsente te vorder en op 'n gereelde basis aan die Raad oor te betaal. Sodanige makelaars of handelaars sal by die Raad moet registreer en opgawes van inligting sal by die Raad ingedien moet word ten einde die Raad in staat te stel om die nodige markinligting in te samel en die betaling van heffings te kontroleer.

3. Heffings

3.1 Gewone en spesiale heffings

'n Gewone heffing word deur die Sybokhaar-raad opgelê vir doeleindes van die Sybokhaar-raad se administratiewe uitgawes, terwyl 'n spesiale heffing opgelê word vir doeleindes van uitgawes ten opsigte van navorsingtoekennings, produkontwikkeling, produkbevordering (wat 'n oorbetalings aan die Suid-Afrikaanse Sybokhaarkwekersvereniging insluit) en plaaslike en buitelandse reklame.

3.2 Waarop betaalbaar

'n Gewone en spesiale heffing word opgelê op alle sybokhaar wat plaaslik geproduseer word vir die verkoop of verwerking daarvan binnelands of buitelands, asook op alle sybokhaar wat in die Republiek ingevoer of ingebring word om plaaslik verkoop of verwerk te word.

3.3 Persone deur wie betaalbaar

Beide die gewone en spesiale heffing op sybokhaar sal as volg betaalbaar wees:

- (a) In die geval van sybokhaar wat plaaslik geproduseer word, word met die eerste persoon wat binne die Republiek met sodanige sybokhaar as 'n besigheid handel, ooreengekom om die heffing namens die Sybokhaar-raad van die produsent te vorder en aan die Raad oor te betaal.
- (b) In die geval van sybokhaar wat ingevoer of in die Republiek ingebring word, moet die heffing deur die persoon wat sodanige sybokhaar invoer of inbring aan die Raad betaal word.

3.4 Omvang van heffings

Die heffings opgelê in 'n gegewe jaar word gebaseer op die onderskeie begrotings van die Sybokhaar-raad soos deur die Minister goedgekeur, en sal op die grondslag van 'n bedrag per kilogram verhaal word. Die gewone heffing bedra tans 15,4 c/kg en die spesiale heffing 7,4 c/kg, (BTW ingesluit).

4. Other amendments

Section 21 of the Scheme is being amended as a result of the dissolution of the Agricultural Board's Pension Fund and the penalty provisions in section 44 is amended as a result of the deletion of the single channel marketing system.

No. R. 2020**25 November 1994**

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

**DECIDUOUS FRUIT SCHEME: LEVIES AND
SPECIAL LEVIES**

I, André Isak van Niekerk, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

- (a) the Deciduous Fruit Board referred to in section 6 of the Deciduous Fruit Scheme published by Government Notice No. R. 945 of 20 May 1994, as corrected, has under section 26 of the said Scheme imposed the levies and special levies set out in the Schedule;
- (b) the said levies and special levies have been approved by me and shall come into operation on the date of publication hereof; and
- (c) Government Notice No. R. 2334 of 10 December 1993 is repealed with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

SCHEDULE**Definitions**

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning and, unless the context otherwise indicates, "the Scheme" means the Deciduous Fruit Scheme published by Government Notice No. R. 945 of 20 May 1994, as corrected by Government Notice No. R. 1080 of 17 June 1994.

Levy and special levy on deciduous fruit intended for export by or on behalf of the Board

2. (1) A levy and a special levy are hereby imposed on deciduous fruit of the kinds specified in column 1 of Table 1, that—

- (a) is produced anywhere in the Republic; and
- (b) is delivered to the Board or its agent in containers of a type specified in column 2 of the said Table opposite thereto, for export to a country other than Lesotho and Swaziland.

(2) The amount of the levy and special levy referred to in subclause (1) shall respectively be as specified in columns 3 and 4 of Table 1 opposite the respective types of containers.

Special levy on deciduous fruit sold by or on behalf of the Board

3. (1) A special levy is hereby imposed on deciduous fruit of the kinds specified in column 1 of Table 2, that—

- (a) is produced anywhere in the Republic; and

4. Ander wysigings

Artikel 21 van die Skema word gewysig na aanleiding van die ontbinding van die Landbouradepensioenfonds en die strafbepalings in artikel 44 word gewysig na aanleiding van die skapping van die eenkanaalbemarkingstelsel.

No. R. 2020**25 November 1994**

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

**SAGTEVRUGTESKEMA: HEFFINGS EN
SPESIALE HEFFINGS**

Ek, André Isak van Niekerk, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

- (a) die Sagtevrugteraad bedoel in artikel 6 van die Sagtevrugteskema gepubliseer by Goewermentskennisgewing No. R. 945 van 20 Mei 1994, soos verbeter, kragtens artikel 26 van genoemde Skema die heffings en spesiale heffings in die Bylae uiteengesit opgelê het;
- (b) genoemde heffings en spesiale heffings deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en
- (c) Goewermentskennisgewing No. R. 2334 van 10 Desember 1993 met ingang van genoemde datum van inwerkingtreding herroep word.

A. I. VAN NIEKERK,
Minister van Landbou.

BYLAE**Woordomskrywings**

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken "die Skema" die Sagtevrugteskema gepubliseer by Goewermentskennisgewing No. R. 945 van 20 Mei 1994, soos verbeter by Goewermentskennisgewing No. R. 1080 van 17 Junie 1994.

Heffing en spesiale heffing op sagtevrugte bestem vir uitvoer deur of namens die Raad

2. (1) 'n Heffing en 'n spesiale heffing word hierby opgelê op sagtevrugte van die soort in kolom 1 van Tabel 1, vermeld, wat—

- (a) op enige plek in die Republiek geproduseer is; en
- (b) in houters van 'n tipe in kolom 2 van genoemde Tabel daarteenoor vermeld, aan die Raad of sy agent gelever word om uitgevoer te word na 'n ander land as Lesotho en Swaziland.

(2) Die bedrag van die heffing en spesiale heffing in subklousule (1) bedoel, is onderskeidelik soos in kolomme 3 en 4 van Tabel 1 teenoor die onderskeie tipes houters vermeld.

Spesiale heffing op sagtevrugte deur of namens die Raad verkoop

3. (1) 'n Spesiale heffing word hierby opgelê op sagtevrugte van die soort in kolom 1 van Tabel 2 vermeld, wat—

- (a) op enige plek in die Republiek geproduseer is; en

(b) is delivered to the Board or its agent in containers of a type specified in column 2 of the said Table opposite thereto, to be sold in the Republic.

(2) The amount of the special levy referred to in subclause (1) shall be as specified in column 3 of Table 2 opposite the respective types of containers.

Special levy on deciduous fruit sold in the Republic or exported in terms of permits

4. (1) A special levy is hereby imposed on deciduous fruit of the kinds specified in column 1 of Table 3, that—

- (a) is produced anywhere in the Republic;
- (b) is packed in units or containers of a type specified in column 2 of the said Table opposite thereto; and
- (c) is sold in the Republic, or exported in terms of a permit issued by the Board, by any person other than the Board or its agent.

(2) The provisions of subclause (1) shall not apply to deciduous fruit that is thus sold or exported after it has been bought from the Board or its agent.

(3) The amount of the special levy referred to in subclause (1) shall—

- (a) in the case of deciduous fruit that is sold in the Republic be as specified in column 3 of Table 3 opposite the respective types of containers; and
- (b) in the case of the deciduous fruit that is exported in terms of a permit, be as specified in column 4 of Table 3 opposite the respective types of containers.

Special levy on grapes produced anywhere in the Republic and sold for fresh consumption anywhere in the Republic

5. (1) A special levy at a rate per kilogram is hereby imposed on grapes that—

- (a) are produced anywhere in the Republic; and
- (b) are sold for fresh consumption anywhere in the Republic.

(2) The provisions of subclause (1) shall not apply to grapes that are sold for fresh consumption after it has been bought from the Board or its agent.

(3) The amount of the special levy referred to in subclause (1), shall be 1,0 cent per kilogram (VAT included).

(b) in houeers van 'n tipe in kolom 2 van genoemde Tabel daarteenoor vermeld, aan die Raad of sy agent gelewer word om in die Republiek verkoop te word.

(2) Die bedrag van die spesiale heffing in subklousule (1) bedoel, is soos in kolom 3 van Tabel 2 teenoor die onderskeie tipes houeers vermeld.

Spesiale heffing op sagtevrugte wat in die Republiek verkoop of ingevolge permitte uitgevoer word

4. (1) 'n Spesiale heffing word hierby opgelê op sagtevrugte van die soort in kolom 1 van Tabel 3 vermeld, wat—

- (a) op enige plek in die Republiek geproduseer is;
- (b) in eenhede of houeers van 'n tipe in kolom 2 van genoemde Tabel daarteenoor vermeld, verpak is; en
- (c) deur iemand anders as die Raad of sy agent in die Republiek verkoop of ingevolge 'n permit deur die Raad uitgereik, uitgevoer word.

(2) Die bepalings van subklousule (1), is nie van toepassing nie op sagtevrugte wat aldus verkoop of uitgevoer word nadat dit van die Raad of sy agent gekoop is.

(3) Die bedrag van die spesiale heffing in subklousule (1) bedoel, is—

- (a) in die geval van sagtevrugte wat binne die Republiek verkoop word, soos in kolom 3 van Tabel 3 teenoor die onderskeie tipes houeers vermeld; en
- (b) in die geval van sagtevrugte wat ingevolge 'n permit uitgevoer word, soos in kolom 4 van Tabel 3 teenoor die onderskeie tipes houeers vermeld.

Spesiale heffing op duiwe wat op enige plek in die Republiek geproduseer en op enige plek in die Republiek vir varsverbruik verkoop word

5. (1) 'n Spesiale heffing teen 'n tarief per kilogram word hiermee opgelê op duiwe wat—

- (a) op enige plek in die Republiek geproduseer is; en
- (b) op enige plek in die Republiek vir varsverbruik verkoop word.

(2) Die bepalings van subklousule (1) is nie van toepassing op duiwe wat vir varsverbruik verkoop word nadat dit van die Raad of sy agent gekoop is nie.

(3) Die bedrag van die spesiale heffing waarna in subklousule (1) verwys word, is 1,0 sent per kilogram (BTW ingesluit).

TABLE 1

LEVY AND SPECIAL LEVY ON DECIDUOUS FRUIT INTENDS FOR EXPORT BY OR ON BEHALF OF THE BOARD

(Clause 2)

Kind of deciduous fruit	Type of container (or equivalent)	Levy per container* (cent)	Special levy per container* (cent)
1	2	3	4
Apricots	4,75-kg carton	2,9	19,3
Apples	12,5-kg carton	3,6	28,6
Grapes	5-kg carton	3,0	15,8

Kind of deciduous fruit	Type of container (or equivalent)	Levy per container* (cent)	Special levy per container* (cent)
1	2	3	4
Nectarines.....	2,5-kg carton	2,6	24,3
Peaches.....	2,5-kg carton	2,6	24,3
Pears.....	(a) 7,5-kg carton.....	2,1	17,4
	(b) 12,5-kg carton.....	3,6	29,1
Plums.....	5,25-kg carton	2,8	23,9
Prunes.....	5,25-kg carton	2,8	23,9

* VAT included.

TABLE 2

SPECIAL LEVY ON DECIDUOUS FRUIT SOLD BY OR ON BEHALF OF THE BOARD

(Clause 3)

Kind of deciduous fruit	Type of container (or equivalent)	Special levy per container* (cent)
1	2	3
Grapes.....	5-kg carton.....	6,3
Nectarines.....	2,5-kg carton.....	2,9
Peaches.....	2,5-kg carton.....	2,9
Plums.....	7-kg carton.....	11,2
Prunes.....	5-kg carton.....	11,2

* VAT included.

TABLE 3

SPECIAL LEVY ON DECIDUOUS FRUIT SOLD OR EXPORTED IN TERMS OF PERMITS

(Clause 4)

Kind of deciduous fruit	Unit or type of container (or equivalent)	Special levy per unit or container* (cent)	
1	2	In the case of deciduous fruit that is sold in the Republic	In the case of deciduous fruit that is exported in terms of a permit
		3	4
Apricots.....	4,75-kg single- or multi-layer tray or -carton	—	19,2
Apples.....	(a) Units up to and including 5 kg	8,7	8,7
	(b) 5,1 kg to 10 kg	17,2	17,2
	(c) 10,1 kg to 14 kg	28,6	28,6
	(d) Units above 14 kg.....	41,7	41,7
Grapes.....	5-kg tray or carton	4,0	15,6
Nectarines.....	2,5-kg single layer tray or -carton	2,9	24,2
Peaches.....	2,5-kg single layer tray or -carton	2,9	24,2
Pears	(a) Units up to and including 5 kg	8,8	8,8
	(b) 5,1 kg to 10 kg	17,4	17,4
	(c) 10,1 kg to 14 kg	29,1	29,1
	(d) Units above 14 kg.....	34,9	34,9
Plums.....	7-kg tray or carton.....	11,2	23,0
Prunes	5-kg Tray or carton.....	11,2	23,0

* VAT included.

TABEL 1**HEFFING EN SPESIALE HEFFING OP SAGTEVRUGTE BESTEM VIR UITVOER DEUR OF NAMENS RAAD****(Klousule 2)**

Soort sagtevrugte	Tipe houer (of ekwivalent)	Heffing per houer* (sent)	Spesiale heffing per houer* (sent)
1	2	3	4
Appelkose	4,75-kg karton	2,9	19,3
Appels	12,5-kg karton	3,6	28,6
Druwe	5-kg karton	3,0	15,8
Nektariens	2,5-kg karton	2,6	24,3
Pere	(a) 7,5-kg karton	2,1	17,4
	(b) 12,5-kg karton	3,6	29,1
Perskes	2,5-kg karton	2,6	24,3
Pruime	5,25-kg karton	2,8	23,9
Pruimedante	5,25-kg karton	2,8	23,9

* BTW ingesluit.

TABEL 2**SPESIALE HEFFING OP SAGTEVRUGTE DEUR OF NAMENS DIE RAAD VERKOOP****(Klousule 3)**

Soort sagtevrugte	Tipe houer (of ekwivalent)	Spesiale heffing per houer* (sent)
1	2	3
Druwe	5-kg karton	6,3
Nektariens	2,5-kg karton	2,9
Perskes	2,5-kg karton	2,9
Pruime	7-kg karton	11,2
Pruimedante	5-kg karton	11,2

BTW ingesluit.

TABEL 3**SPESIALE HEFFING OP SAGTEVRUGTE WAT VERKOOP OF INGEVOLGE PERMITTE UITGEVOER WORD****(Klousule 4)**

Soort sagtevrugte	Eenheid of tipe houer (of ekwivalent)	Spesiale heffing per eenheid of houer* (sent)	
		In die geval van sagtevrugte wat in die Republiek verkoop word	In die geval van sagtevrugte wat ingevolge 'n permit uitgevoer word
1	2	3	4
Appelkose	4,75-kg enkel- of meerlaagkissie of -karton	—	19,2
Appels	(a) Eenhede tot en met 5 kg	8,7	8,7
	(b) 5,1 kg tot 10 kg	17,2	17,2
	(c) 10,1 kg tot 14 kg	28,6	28,6
	(d) Eenhede bo 14 kg	41,7	41,7
Druwe	5-kg kissie of karton	4,0	15,6
Nektariens	2,5-kg Enkellaagkissie of -karton	2,9	24,2

Soort sagtevrugte	Eenheid of tipe houer (of ekwivalent)	Spesiale heffing per eenheid of houer* (sent)	
		In die geval van sagte- vrugte wat in die Repu- bliek verkoop word	In die geval van sagtevrugte wat ingevolge 'n per- mit uitgevoer word
1	2	3	4
Pere	(a) Eenhede tot en met 5 kg	8,8	8,8
	(b) 5,1 kg tot 10 kg	17,4	17,4
	(c) 10,1 kg tot 14 kg	29,1	29,1
	(d) Eenhede bo 14 kg	34,9	34,9
Perskes	2,5-kg enkellaagkissie of -karton	2,9	24,2
Pruime	7-kg kissie of karton	11,2	23,0
Pruimedante	5-kg kissie of karton	11,2	23,0

* BTW ingesluit.

No. R. 2021

25 November 1994

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

WINTER CEREAL SCHEME: AMENDMENT*

I, André Isak van Niekerk, Minister of Agriculture, acting under section 14, as applied by section 15 (3), of the Marketing Act, 1968 (Act No. 59 of 1968)—

- published the amendment set out in the Schedule, of the Winter Cereal Scheme published by Proclamation No. R. 162 of 1974, as amended; and
- declare that the said amendment shall come into operation on the date of publication thereof.

A. I. VAN NIEKERK,
Minister of Agriculture.

* Amendment of section 25 of the Scheme.

SCHEDULE

Definition

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and "the Scheme" means the Winter Cereal Scheme published by Proclamation No. R. 162 of 1974, as amended by Proclamations Nos. R. 188 of 1974, R. 1 of 1978, R. 136 of 1978, R. 124 of 1979 and R. 162 of 1980 and Government Notices Nos. R. 1469 of 11 July 1986, R. 2312 of 7 November 1986, R. 1105 of 22 May 1987 (as corrected by Government Notice No. R. 1246 of 5 June 1987), R. 2216 of 2 October 1987, R. 2533 of 13 November 1987, R. 1934 of 23 September 1988, R. 1730 of 11 August 1989, R. 2206 of 13 October 1989, R. 89 of 19 January 1990, R. 1621 of 12 July 1991, R. 661 of 28 February 1992 and R. 1367 of 15 May 1992.

Amendment of section 25 of the Scheme

2. Section 25 of the Scheme is hereby amended by the substitution for paragraph (a) of the following paragraph:

"(a) in the case of winter cereal which is sold to the Board or under section 38 (2) be payable by the seller;"

No. R. 2021

25 November 1994

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

WINTERGRAANSKEMA: WYSIGING*

Ek, André Isak van Niekerk, Minister of Landbou, handelende kragtens artikel 14, soos toegepas by artikel 15 (3), van die Bemerkingswet, 1968, (Wet No. 59 van 1968)—

- publiseer hiermee die wysiging in die Bylae uiteengesit, van die Wintergraanskema gepubliseer by Proklamasie No. 162 van 1974, soos gewysig; en
- verklaar hiermee dat genoemde wysiging op die datum van publikasie hiervan in werking tree.

A. I. VAN NIEKERK,
Minister van Landbou.

* Wysiging van artikel 25 van die Skema.

BYLAE

Woordomskrywing

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Wintergraanskema gepubliseer by Proklamasie No. R. 162 van 1974, soos gewysig deur Proklamasies Nos. R. 188 van 1974, R. 1 van 1978, R. 136 van 1978, R. 124 van 1979 en R. 162 van 1980 en Goewermentskennisgewings Nos. R. 1469 van 11 Julie 1986, R. 2312 van 7 November 1986, R. 1105 van 22 Mei 1987 (soos verbeter by Goewermentskennisgewing No. R. 1246 van 5 Junie 1987), R. 2216 van 2 Oktober 1987, R. 2533 van 13 November 1987, R. 1934 van 23 September 1988, R. 1730 van 11 Augustus 1989, R. 2206 van 13 Oktober 1989, R. 89 van 19 Januarie 1990, R. 1621 van 12 Julie 1991, R. 661 van 28 Februarie 1992 en R. 1367 van 15 Mei 1992.

Wysiging van artikel 25 van die Skema

2. Artikel 25 van die Skema word hierby gewysig deur paragraaf (a) deur die volgende paragraaf te vervang:

"(a) in die geval van wintergraan wat aan die Raad of kragtens artikel 38 (2) verkoop word, deur die verkoper betaalbaar;"

No. R. 2022**25 November 1994****MARKETING ACT, 1968
(ACT No. 59 OF 1968)****MOHAIR SCHEME: AMENDMENT***

I, André Isak van Niekerk, Minister of Agriculture, acting under section 14 (1), read with section 15 (3), of the Marketing Act, 1968 (Act No. 59 of 1968), hereby—

- (a) publish the amendment set out in the Schedule of the Mohair Scheme published by Government Notice No. R. 1304 of 15 June 1990, as amended; and
- (b) declare that the said amendment shall come into operation on the date of publication hereof.

A. I. VAN NIEKERK,
Minister of Agriculture.

* Amendment of financial year.

SCHEDULE

The Mohair Scheme published by Government Notice No. R. 1304 of 15 June 1990 (as corrected by Government Notice No. R. 2635 of 16 November 1990) and amended by Government Notice No. R. 220 of 19 February 1993, is hereby further amended by the substitution for section 32 of the following section:

"Financial year

32. The financial year in terms of this Scheme shall be—

- (1) from 1 February 1994 the period from the said date to 31 December 1994, both dates inclusive; and
- (2) from 1 January 1995 the period from the first day of January in any year to the last day of December in the same year, both days inclusive."

DEPARTMENT OF EDUCATION**No. R. 2045****25 November 1994****NATIONAL POLICY FOR GENERAL EDUCATION
AFFAIRS ACT, 1984****NOTICE OF DETERMINATION OF POLICY**

I, Sibusiso Mandlenkosi Emmanuel Bengu, Minister of Education, hereby give notice in terms of section 2 (2A) of the National Policy for General Education Affairs Act, 1984 (Act No. 76 of 1984), that I have determined general policy in terms of section 2 (1) (d) of the said Act to be applied in respect of norms and standards for syllabuses and examination, and for the certification of qualifications as far as this relates to the matters referred to in Schedule hereto.

The documents setting out such policy are obtainable upon written request from the Director-General, Department of Education, Private Bag X895, Pretoria, 0001.

S. M. E. BENGU,

Minister of Education.

No. R. 2022**25 November 1994****BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)****SYBOKHAARSKEMA: WYSIGING***

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 14 (1), gelees met artikel 15 (3), van die Bemarkingswet, 1968 (Wet No. 59 van 1968)—

- (a) publiseer hierby die wysiging in die Bylae uiteengesit van die Sybokhaarskema gepubliseer by Goewermentskennisgewing No. R. 1304 van 15 Junie 1990, soos gewysig; en
- (b) verklaar hierby dat genoemde wysiging op die datum van publikasie hiervan in werking tree.

A. I. VAN NIEKERK,
Minister van Landbou.

* Wysiging van boekjaar.

BYLAE

Die Sybokhaarskema gepubliseer by Goewermentskennisgewing No. R. 1304 van 15 Junie 1990 (soos verbeter deur Goewermentskennisgewing No. R. 2635 van 16 November 1990) en gewysig deur Goewermentskennisgewing No. R. 220 van 19 Februarie 1993, word hierby verder gewysig deur artikel 32 deur die volgende artikel te vervang:

"Boekjaar

32. Die boekjaar ingevolge hierdie Skema is—

- (1) vanaf 1 Februarie 1994 die tydperk vanaf voormelde datum tot 31 Desember 1994, albei datums ingesluit;
- (2) vanaf 1 Januarie 1995 die tydperk vanaf die eerste dag van Januarie in enige jaar tot die laaste dag van Desember dieselfde jaar, albei dae ingesluit."

DEPARTEMENT VAN ONDERWYS**No. R. 2045****25 November 1994****WET OP DIE NASIONALE BELEID VIR ALGEMENE
ONDERWYSSAKE, 1984****KENNISGEWING VAN BELEIDSBEPALING**

Ek, Sibusiso Mandlenkosi Emmanuel Bengu, Minister van Onderwys, gee hierby ingevolge artikel 2 (2A) van die Wet op die Nasionale Beleid vir Algemene Onderwyssake, 1984 (Wet No. 76 van 1984), kennis dat ek kragtens artikel 2 (1) (d) van genoemde Wet die algemene beleid bepaal het wat gevolg moet word ten opsigte van norme en standarde vir leerplanne en eksaminering, en vir die sertifisering van kwalifikasies vir sover dit betrekking het op die aangeleenthede in die Bylae hiervan vermeld.

Die stukke waarin sodanige beleid uiteengesit word, is op skriftelike aanvraag verkrygbaar van die Direkteur-generaal, Departement van Onderwys, Privaatsak X895, Pretoria, 0001.

S. M. E. BENGU,

Minister van Onderwys.

SCHEDULE

Addendum to the report: *A résumé of instructional programmes in public ordinary schools*, NATED 02-550 (89/03):

Revised interim core syllabuses for the following fields of study:

- A. **AGRICULTURE**
- B. **ARTS**
 - DANCE
 - DRAMA
 - MUSIC
 - VISUAL ARTS
- C. **ECONOMIC SCIENCES**
 - ACCOUNTING AND COMMERCIAL MATHEMATICS
 - BUSINESS ECONOMICS AND MERCANTILE LAW
 - ECONOMICS
 - TYPING, SHORTHAND AND SNELSKRIF
- D. **ENGINEERING**
- E. **HOME ECONOMICS**
- F. **LANGUAGES**
 - AFRICAN LANGUAGES
 - AFRIKAANS
 - ENGLISH
- G. **LIFE ORIENTATION**
 - GUIDANCE
 - PHYSICAL AND HEALTH EDUCATION
 - RELIGION
- H. **MATHEMATICS**
- I. **NATURAL SCIENCES**
 - BIOLOGY
 - GENERAL SCIENCE
 - PHYSICAL SCIENCE
- J. **SOCIAL AND HUMAN SCIENCES**
 - GEOGRAPHY
 - HISTORY

Revised school phase curricula:

- K. **JUNIOR PRIMARY PHASE**
- L. **SENIOR PRIMARY PHASE**
- M. **SECONDARY PHASES**

DEPARTMENT OF LABOUR

No. R. 1989

25 November 1994

MANPOWER TRAINING ACT, 1981

JEWELLERY AND PRECIOUS METAL INDUSTRY TRAINING BOARD

DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

1. I, Tito Titus Mboweni, Minister of Labour, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

- (a) designate in the Jewellery and Precious Metal Industry in the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Germis-

BYLAE

Addendum tot die verslag: 'n Samevatting van onderrigprogramme in openbare gewone skole, NASOP 02-550 (89/03):

Hersiene interim kernsillabusse vir die volgende studielevelde:

- A. **LANDBOU**
- B. **KUNSTE**
 - DANS
 - DRAMA
 - MUSIEK
 - VISUELE KUNS
- C. **EKONOMIESE WETENSKAPPE**
 - REKENINGKUNDE EN HANDELSWISKUNDE
 - BEDRYFSEKONOMIE EN HANDELSREG EKONOMIE
 - TIK, SHORTHAND EN SNELSKRIF
- D. **INGENIEURSTUDIE**
- E. **HUISHOUDKUNDE**
- F. **TALE**
 - AFRIKATALE
 - AFRIKAANS
 - ENGELS
- G. **LEWENSORIËTERING**
 - VOORLIGTING
 - LIGGAAMLIKE OPVOEDING EN GESONDHEIDSOPVOEDING
 - RELIGIE
- H. **WISKUNDE**
- I. **NATUURWETENSKAPPE**
 - BIOLOGIE
 - ALGEMENE WETENSKAP
 - NATUUR- EN SKEIKUNDE
- J. **SOSIALE EN GEESTESWETENSKAPPE**
 - AARDRYKSKUNDE
 - GESKIEDENIS

Hersiene skoolfase kurrikula:

- K. **JUNIOR PRIMÈRE FASE**
- L. **SENIOR PRIMÈRE FASE**
- M. **SEKONDÊRE FASES**

DEPARTEMENT VAN ARBEID

No. R. 1989

25 November 1994

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSRAAD VIR DIE JUWELIERS- EN EDELMETAALNYWERHEID

AANWYSIGINGS VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES

1. Ek, Tito Titus Mboweni, Minister van Arbeid, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

- (a) wys hierby in die Juweliers- en Edelmetalaalnywerheid in die Landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap,

ton, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Wonderboom and Wynberg the undermentioned trades as trades in respect of which the Act shall apply with effect from the second Monday after the date of publication of this notice:

TRADES

- ▶ Diamond and Jewel Setting (excluding Marcasite Setting)
 - ▶ Precious Metal Working and Mounting (including Diamond Mounting but excluding Marcasite Working);
- (b) prescribe, with effect from the second Monday after the date of publication of this notice, the conditions set out hereunder as conditions of apprenticeship in respect of the trades designated in paragraph (a) in the Industry and the areas mentioned therein; and
- (c) withdraw Government Notices Nos. R. 886 of 27 May 1977, R. 1588 of 12 August 1977, R. 1822 of 24 August 1979, R. 2484 of 9 November 1984, R. 2535 of 23 November 1984, 714, R. 2038 and R. 2040 of 31 August 1990 and R. 214 of 8 February 1991, with effect from the second Monday after the date of publication of this notice: Provided that clauses 2, 3, 4, 5, 6, 7 and 8 of the relevant conditions of apprenticeship shall remain applicable in respect of an apprentice whose contract of apprenticeship was entered into prior to the date of the coming into operation of this notice.

2. For the purposes of this notice, "Jewellery and Precious Metal Industry" means the joint enterprise in which employers and their employees are associated wholly or mainly for any one or more of the following purposes:

- (a) The manufacture of the following articles mainly from precious metals, including all activities incidental to such manufacture:
- (i) Articles of jewellery and/or personal adornment, with or without ornamental stones;
 - (ii) mountings for ornamental stones;
 - (iii) medals, medallions, badges, masonic jewels and/or like articles;
 - (iv) ornaments, ornamental vessels, ornamental utensils and/or like ornamental articles;
 - (v) parts of any of the aforesaid articles;
- (b) the setting and/or resetting of ornamental stones in any article referred to in paragraph (a);
- (c) the engraving of any article referred to in paragraph (a);
- (d) the repairing, altering and/or renovating of any articles referred to in paragraph (a);
- (e) the enamelling of any article referred to in paragraph (a);
- (f) the making and/or repairing of tools and/or dies used or intended for use in any of the activities

Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Wonderboom en Wynberg ondervermelde ambagte aan as ambagte ten opsigte waarvan die Wet met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing van toepassing is:

AMBAGTE

- ▶ Set van Diamante en Juwele (uitgesonderd die Set van Markasiet)
 - ▶ Bewerking van Edelmetale en Montering (met inbegrip van die Set van Diamante maar uitgesonderd Markasietbewerking);
- (b) skryf hierby, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, die leervooraardes hieronder uiteengesit, voor as leervooraardes ten opsigte van die ambagte aangewys in paragraaf (a) in die Nywerheid en die gebiede daarin genoem; en
- (c) trek hierby met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing Goewermentskennisgewings Nos. R. 886 van 27 Mei 1977, R. 1588 van 12 Augustus 1977, R. 1822 van 24 Augustus 1979, R. 2484 van 9 November 1979, R. 2467 van 16 November 1984, R. 2535 van 23 November 1984, 714, R. 2038 en R. 2040 van 31 Augustus 1990 en R. 214 van 8 Februarie 1991 in: Met dien verstande dat klousules 2, 3, 4, 5, 6, 7 en 8 van die betrokke leervooraardes van toepassing bly ten opsigte van 'n vakleerling wie se kontrak van vakleerlingskap aangegaan is voor die datum van inwerkingtreding van hierdie kennisgewing.

2. Vir die doeleindes van hierdie kennisgewing beteken "Juweliers- en Edelmetaalnywerheid" die gesamentlike onderneming waarin werkgewers en werknemers met mekaar geassosieer is in die geheel of hoofsaaklik vir enige een of meer van die volgende doeleindes:

- (a) Die vervaardiging van die volgende artikels, hoofsaaklik uit edelmetale, insluitende alle aktiwiteite bykomend tot sodanige vervaardiging:
- (i) Juweliers- en/of persoonlike versieringsartikels, met of sonder sierstene;
 - (ii) monterings vir sierstene;
 - (iii) medaljes, gedenkpenninge, kentekens, masonieke juwele en/of soortgelyke artikels;
 - (iv) ornamente, ornamentele bykomstighede, ornamentele gereedskap en/of soortgelyke ornamentele artikels;
 - (v) dele van enige van voornoemde artikels;
- (b) die set en/of herset van sierstene in enige artikel bedoel in paragraaf (a);
- (c) die graveer van enige artikel bedoel in paragraaf (a);
- (d) die herstel, verandering en restoureer van enige artikel bedoel in paragraaf (a);
- (e) die glassuring van enige artikel bedoel in paragraaf (a);
- (f) die maak en/of herstel van gereedskap en/of stempels wat gebruik word of bedoel word vir gebruik in enige van die werksaamhede genoem in hierdie woordskrywing wanneer

referred to in this definition when undertaken by any employer engaged in such activities;

- (g) the engraving of dies used or intended for use in any of the activities referred to in this definition.

T. T. MBOWENI,
Minister of Labour.

CONDITIONS OF APPRENTICESHIP

1. Qualifications for commencing apprenticeship

The minimum age and educational qualifications for commencing apprenticeship shall be—

- (a) 16 years;
- (b) Standard 8 or a certificate of attainment issued by or on behalf of the school attended by the apprentice, reflecting a pass at Standard 8 level in the subjects Afrikaans or English, and Mathematics and at least two other subjects;
- (c) attainment of the specified grades in the selection test of the Jewellery and Precious Metal Industry Training Board (hereinafter referred to as J.P.M.I.T.B.): Provided that the J.P.M.I.T.B. may waive the minimum qualifications on proof of aptitude.

2. Period of apprenticeship

(1) The period of apprenticeship shall be the period taken by the apprentice to complete all the prescribed training modules. The maximum period of apprenticeship for all trades shall, however, not exceed five years.

(2) The employer of an apprentice shall within seven days of the departure of an apprentice for training or service in terms of the Defence Act, 1957 (Act No. 44 of 1957), or the Police Act, 1958 (Act No. 7 of 1958), notify the secretary of the J.P.M.I.T.B. of such departure and shall do likewise within seven days after the return of the apprentice from such training or service.

3. Wages

(1) An employer shall pay an apprentice weekly in accordance with the apprentice's achieved stage of training, at not less than the rates specified below:

ACHIEVED STAGE OF TRAINING

Stage 1	R120 per week
Stage 2	40% of prescribed minimum journeyman's rate
Stage 3	60% of prescribed minimum journeyman's rate
Stage 4	70% of prescribed minimum journeyman's rate
Stage 5	90% of prescribed minimum journeyman's rate

(2) For the purposes of this subclause "achieved stage of training" means the demonstrated competence of the skills specified in the training schedule for the particular designated trade. These skills can be achieved by modular training in terms of the options specified in clause 4 (b) and by practical on the job experience, subject to the testing thereof by an accredited testing authority. The achieved stage of training may be determined by the J.P.M.I.T.B. through evaluation as provided for in clause 5 (3).

dit onderneem word deur enige werknemer betrokke by sodanige werksaamhede en wanneer dit onderneem word in verband daarmee; en

- (g) die graveer van stempels gebruik of bedoel vir gebruik by enige van die werksaamhede genoem in hierdie woordskrywing.

T. T. MBOWENI,
Minister van Arbeid.

LEERVOORWAARDES

1. Kwalifikasies vereis om met vakleerlingskap te begin

Die minimum leeftyd en opvoedkundige kwalifikasies wat vereis word om met vakleerlingskap te begin, is—

- (a) 16 jaar;
- (b) standaard 8, of 'n sertifikaat van prestasie uitgereik deur of namens die skool wat deur die vakleerling besoek is, waarin gemeld word dat hy op die standaard 8-vlak geslaag het in die vakke Afrikaans of Engels en Wiskunde en minstens twee ander vakke;
- (c) die verkryging van die voorgeskrewe punte in die keuringstoets van die Opleidingsraad vir die Juweliers- en Edelmetaalnywerheid (hierna O.R.J.E.N genoem): Met dien verstande dat die O.R.J.E.N vrystelling mag verleen van die minimum kwalifikasies na bewys van aanleg.

2. Leertyd

(1) Die leertyd van 'n vakleerling is die tydperk wat dit die vakleerling neem om al die voorgeskrewe opleidingsmodules te voltooi. Die maksimum leertyd van 'n vakleerling vir al die ambagte oorskry egter nie vyf jaar nie.

(2) Die werkgewer van 'n vakleerling moet binne sewe dae na die vertrek van 'n vakleerling vir opleiding of diens kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957), of die Polisiewet, 1958 (Wet No. 7 van 1958), die sekretaris van die O.R.J.E.N in kennis stel van sodanige vertrek en insgelyks handel binne sewe dae na die vakleerling se terugkeer van sodanige opleiding of diens.

3. Lone

(1) 'n Werkgewer moet 'n vakleerling weekliks in ooreenstemming met die vlak van opleiding behaal deur die vakleerling, besoldig teen minstens die skale hieronder uiteengesit:

VLAK VAN OPLEIDING BEHAAL

Vlak 1	R120 per week
Vlak 2	40% van die minimum voorgeskrewe loonskaal van 'n ambagsman
Vlak 3	60% van die minimum voorgeskrewe loonskaal van 'n ambagsman
Vlak 4	70% van die minimum voorgeskrewe loonskaal van 'n ambagsman
Vlak 5	90% van die minimum voorgeskrewe loonskaal van 'n ambagsman

(2) Vir die doeleindes van hierdie subklousule beteken "vlak van opleiding behaal" die bewese bevoegdheid in die vaardighede bepaal in die opleidingsskemas vir die besondere aangewese ambag. Hierdie vaardighede kan behaal word deur modulêre opleiding kragtens die keuses uiteengesit in klousule 4 (b) en deur praktiese intaakondervinding, onderworpe aan die toetsing daarvan deur 'n geakkrediteerde toetsliggaam. Die vlak van opleiding behaal kan deur die O.R.J.E.N bepaal word deur evaluasie soos bedoel in klousule 5 (c).

(3) The above rates shall be increased by 5% for all apprentices who have completed their first period of training or service in terms of the Defence Act, 1957, or the Police Act, 1958.

(4) Should an employer and a prospective apprentice, prior to entering into a contract of apprenticeship, agree upon a higher rate of pay than that prescribed in this clause such higher rate shall be incorporated in the contract of apprenticeship and shall be paid to the apprentice.

4. Training

(1) (a) All apprentices indentured in any of the designated trades shall undergo modular training, which has been divided into five stages, each consisting of a number of complementary modules of competency.

(b) Each apprentice is required to achieve the skills within each stage and to prove his mastery of these in a practical skills test, thereby obtaining modular credits.

(2) To achieve the mastery of these specified skills, an apprentice must undergo modular training. This training may be obtained through one of three options:

- (a) At an accredited training centre;
- (b) by an accredited training officer from a centre referred to in (a) above, who provides training in-house;
- (c) by a company accredited by the accreditation committee of the J.P.M.I.T.B. to provide modular training for specific stages or skills.

(3) Employers shall be required to release an apprentice for both theoretical and practical training for those periods to be specified by the J.P.M.I.T.B. in accordance with the Manpower Training Act, 1981, in order to allow the apprentices to attend technical classes.

5. Technical studies

(1) An apprentice who is not in possession of the minimum qualifications as stated in clause 7 (2) (c) shall attend technical courses to obtain such technical qualifications, either by means of full-time study during working hours or by correspondence courses after hours, unless otherwise determined by the J.P.M.I.T.B.

(2) (a) Where facilities exist for the attendance of technical classes by continuous course of study within a radius of 20 km of the residence of the apprentice, he shall attend such classes five days a week during normal working hours for the duration of the course, unless otherwise determined by the J.P.M.I.T.B.

(b) Where facilities as contemplated in paragraph (a) do not exist within that radius, the apprentice shall follow appropriate correspondence courses, unless the employer and the apprentice agree that technical classes are to be attended on a full-time basis.

(3) (a) Where an apprentice has complied with the requirement of clause 7 (2) (c), he shall be entitled to continue attending further classes, in the manner prescribed by subclause (2).

(b) Further attendance of any class, course or subject, where an apprentice has not passed his first examination in the applicable course, shall take place outside working hours and at his own cost.

(3) Bogenoemde skale moet met 5% verhoog word vir alle vakleerlinge wat hul eerste tydperk van opleiding of diens ingevolge die Verdedigingswet, 1957, of die Polisiewet, 1958, voltooi het.

(4) Indien 'n werkgewer en 'n voornemende vakleerling voor die aangaan van 'n kontrak van vakleerlingskap ooreengekom het op 'n loonskaal of vergoeding hoër as die loonskale genoem in hierdie klousule, moet die hoër lone opgeneem word in die kontrak van vakleerlingskap en moet die hoër lone aan die vakleerling betaal word.

4. Opleiding

(1) (a) Alle vakleerlinge ingeboek in enige van die aangewese ambagte moet modulêre opleiding ondergaan, wat verdeel is in vyf vlakke, elk bestaande uit 'n aantal aanvullende modules van bevoegdheid.

(b) Van elke vakleerling word verwag om die vaardighede in elke vlak te behaal en sy bemeestering daarvan te bewys in 'n praktiese vaardigheidstoets, waardeur modulêre krediete verkry kan word.

(2) Om die bemeestering van dié voorgeskrewe vaardighede te behaal, moet 'n vakleerling modulêre opleiding ondergaan. Hierdie opleiding kan deur een van drie keuses verkry word:

- (a) By 'n geakkrediteerde opleidingsentrum;
- (b) by 'n geakkrediteerde opleidingsbeampte van 'n sentrum bedoel in (a) hierbo, wat interne opleiding verskaf; of
- (c) by 'n maatskappy geakkrediteer deur die akkrediteringskomitee van die O.R.J.E.N om modulêre opleiding vir spesifieke vlakke of vaardighede te verskaf.

(3) Van 'n werkgewer word vereis om 'n vakleerling vry te stel vir beide teoretiese en praktiese opleiding vir die tydperk wat deur die J.E.N.O.R gespesifiseer word ooreenkomstig die Wet op Mannekragopleiding, 1981, ten einde die vakleerling toe te laat om tegniese klasse by te woon.

5. Tegniese studie

(1) 'n Vakleerling wat nie reeds in besit is van die minimum kwalifikasies genoem in klousule 7 (2) (c) nie, moet tegniese kursusse bywoon om sodanig tegniese kwalifikasies te verwerf, hetsy by wyse van voltydse studie gedurende werkure of by wyse van korrespondensiekursusse na-ure, tensy anders deur die O.R.J.E.N bepaal.

(2) (a) Waar fasiliteite bestaan vir die bywoning van tegniese klasse deur deurlopende studiekursusse, binne 'n radius van 20 km van die vakleerling se woning, moet 'n vakleerling sodanige klasse, vyf dae per week gedurende normale werkure vir die duur van die kursus bywoon, tensy anders deur die O.R.J.E.N bepaal.

(b) Waar fasiliteite bedoel in paragraaf (a) nie binne daardie radius bestaan nie, moet die vakleerling toepaslike korrespondensiekursusse volg, behalwe as die werkgewer en die vakleerling ooreenkom dat tegniese klasse op 'n voltydse basis bygewoon kan word.

(3) (a) Waar 'n vakleerling voldoen het aan die vereistes van klousule 7 (2) (c), is hy daarop geregtig om voort te gaan om verdere klasse by te woon op die wyse voorgeskryf in subklousule (2).

(b) Verdere bywoning van enige klasse, kursusse of vakke, waar 'n vakleerling nie in sy eerste eksamen in die toepaslike kursus geslaag het nie vind buite werkure en op sy eie koste plaas.

(4) An apprentice may not be permitted or required to report for work for the duration of a course attended in terms of subclause (2) (a).

(5) The provisions of subclause (3) shall *mutatis mutandis* apply to an apprentice who is following a correspondence course in terms of subclause 2 (b).

(6) An apprentice who is unable to attend technical classes for the duration of a continuous course of study, or at least attend half an academic year of technical classes, or to follow a correspondence course, as the case may be, as a result of absence for the purpose of training or service in terms of the Defence Act, 1957, or the Police Act, 1958, shall not be required to continue his studies during such year.

(7) The provisions of subclause (3) shall *mutatis mutandis* apply to an apprentice who has complied with the provisions to an apprentice who has complied with the provisions of clause 7 (2) (c) and who continues voluntarily with further studies related to the trade in which he is indentured.

(8) In the case of an apprentice who has to study by means of a correspondence course, the apprentice shall be required to write the examination by not later than the end of that year.

6. Payment of course and test fees

(1) An employer shall—

- (a) advance to the accredited training centre or technical institution the course and/or test fees payable by an apprentice; and
- (b) bear all costs relating to the courses and tests in respect of any training specified in the published schedule.

(2) The amount advanced in terms of subclause (1) (a) may be deducted from the wages of the apprentice in equal weekly instalments during a 52-week period from the date of advance: Provided that—

- (a) if, at the test, the apprentice obtains the certificate for which he was enrolled or the trade theory of the N2 certificate, the full amount deducted shall be refunded to him by the employer; and
- (b) if the apprentice fails to obtain the certificate or trade theory referred to in (a) the refund shall be made only in respect of modules or subjects passed.

(3) All apprentices shall be in possession of the following hand tools upon indenture: Saw frame (excluding blades), jeweller's hammer, flat pliers, chain pliers, jeweller's scissors, triplet, size stick, pair of dividers and jeweller's steel block. Where the employer provides such tools he may, in not less than 52 equal weekly instalments, deduct the cost thereof from the wages of the apprentice. The aforementioned tools shall remain the property of the apprentice.

7. Testing and achievement of qualifications

(1) (a) Every apprentice in each designated trade shall pass an approved trade test.

(4) 'n Vakleerling mag nie toegelaat of versoek word om vir werk aan te meld vir die duur van 'n kursus bygewoon kragtens subklousule (2) (a) nie.

(5) Die bepalings van subklousule (3) is *mutatis mutandis* van toepassing op 'n vakleerling wat 'n korrespondensiekursus kragtens subklousule 2 (b) volg.

(6) Van 'n vakleerling wat nie in staat is om tegniese klasse vir die duur van 'n aaneenlopende studiekursus by te woon of om vir minstens die helfte van 'n akademiese jaar tegniese klasse by te woon of 'n korrespondensiekursus te volg nie, na gelang van die geval, as gevolg van afwesigheid vir die doeleindes van opleiding of diens kragtens die Verdedingswet, 1957, of die Polisie wet, 1958, mag nie vereis word om sy studies gedurende sodanige jaar voort te sit nie.

(7) Die bepalings van subklousule (3) is *mutatis mutandis* van toepassing op 'n vakleerling wat voldoen het aan die bepalings van klousule 7 (2) (c) en wat vrijwillig voortgaan met verdere studies in verband met die ambag waarin hy ingeboek is.

(8) In die geval van 'n vakleerling wat by wyse van 'n korrespondensiekursus moet studeer, word van die vakleerling vereis om die eksamen nie later nie as die einde van die betrokke jaar af te lê.

6. Betaling van kursus- en toetsgelde

(1) 'n Werkgewer moet—

- (a) die kursus en/of toetsgelde betaalbaar deur 'n vakleerling aan die geakkrediteerde opleidingsentrum of tegniese inrigting voorskiet; en
- (b) alle koste verbonde aan die kursusse en toetse, in verband met enige opleiding voorgeskryf in die gepubliseerde skedule, dra.

(2) Die bedrag voorgeskiet kragtens subklousule (1) (a) mag van die vakleerling se loon verhaal word in gelyke weeklikse paaieimente vir 'n tydperk van 52 weke van die datum van die voorskot: Met dien verstande dat—

- (a) indien die vakleerling in die toets die sertifikaat verwerf waarvoor hy ingeskryf het of die vakteorie van die N2 sertifikaat verwerf, moet die volle bedrag afgetrek deur die werkgewer, aan hom terugbetaal word; en
- (b) indien die vakleerling nie daarin slaag om die sertifikaat of vakteorie bedoel in (a), te verwerf nie, die terugbetaling gedoen word slegs ten opsigte van die modules of vakke wat geslaag is.

(3) Alle vakleerlinge moet by inboeking in besit wees van die volgende handgereedskap: Saagraam (lemme uitgesluit), juweliershamer, plat knyptang, kettinknypang, juwelierskêr, triplet, maatstok, verdeler en juwelierstaalblok. Waar die werkgewer sodanige gereedskap voorsien, mag die koste daarvan van die lone van die vakleerling afgetrek word in nie minder nie as 52 gelyke weeklikse paaieimente. Voornoemde gereedskap bly die eiendom van die vakleerling.

7. Toetsing en verwerwing van kwalifikasies

(1) (a) Elke vakleerling in elke aangewese ambag moet 'n goedgekeurde ambagstoets slaag.

(b) Trade tests shall be conducted at trade test centres accredited by the J.P.M.I.T.B. Dates shall be arranged and published by the J.P.M.I.T.B.

(2) To be accepted as a candidate for a trade test referred to in subclause (1) (a) an apprentice shall—

- (a) have completed the modular training programme approved by the J.P.M.I.T.B, demonstrated his competence by successful completion of the stage tests, completed the prescribed modular training, obtained the required number of modular credits;
- (b) if required, supply documentary proof of having met the requirements in paragraph (a);
- (c) except in exceptional circumstances, as approved by the J.P.M.I.T.B., have obtained at least the national Technical Certificate, Part II (N2), in four subjects, or the integrated course (N2), or an equivalent technical certificate of which, in all cases referred to above, one subject must be the appropriate trade theory.

(3) An employer who intends to indenture an apprentice in possession of an N2 certificate or higher and/or with appropriate practical experience may request the J.P.M.I.T.B. to evaluate that apprentice's level of competence by means of the stage tests, and thereafter permit the apprentice to commence his training at the next higher stage.

(4) An apprentice who fails his first attempt at the trade test shall be permitted at further two additional attempts: Provided that these be at least six months apart and occur before the maximum period of apprenticeship expires. The contract shall be deemed to be terminated if the apprentice fails the third trade test.

(5) On successful completion of each of the stage tests, the apprentice shall be issued with a certificate which shall list his demonstrated skills as related to the modules comprising that stage.

(6) Should an apprentice fails the first stage test or the second attempt at any subsequent stage test, and in consultation with the J.P.M.I.T.B. he is deemed as unsuitable for further training, the J.P.M.I.T.B. may cancel his contract and he shall exit the system with the skills certificate of the highest stage achieved.

8. Courses of training

An employer shall provide an apprentice with practical training in the trade in which he is indentured. The apprentice ratio is to be approved by the J.P.M.I.T.B. Directives shall be published and issued to the employer from time to time.

(b) Ambagstoetse moet afgeneem word in ambagstoetssentrums deur die O.R.J.E.N. geakkrediteer. Die datum word deur die O.R.J.E.N. gereël en bekendgemaak.

(2) Ten einde aanvaar te word as 'n kandidaat vir die ambagstoets bedoel in subklousule (1) (a), moet 'n vakleerling—

- (a) die modulêre opleidingsprogramme soos goedgekeur deur die O.R.J.E.N voltooi het, bewys lewer van sy bevoegdheid deur die suksesvolle voltooiing van die fasetoetse, die voorgeskrewe modulêre opleiding voltooi het en beskik oor die vereiste aantal modulêre krediete;
- (b) indien versoek, dokumentêre bewys lewer van voldoening aan die vereistes in paragraaf (a);
- (c) behalwe in buitengewone gevalle, soos goedgekeur deur die O.R.J.E.N, in besit wees van minstens die Nasionale Tegnieiese Sertifikaat Deel II (N2) in vier vakke of die geïntegreerde kursus (N2) of 'n gelykwaardige tegnieiese sertifikaat waarvan, in alle gevalle hierbo bedoel, een vak die toepaslike ambagsteorie moet wees.

(3) 'n Werkgewer wat van voorneme is om 'n vakleerling in te boek wat in besit is van 'n N2-sertifikaat of hoër en/of oor toepaslike praktiese ondervinding beskik, mag die O.R.J.E.N versoek om die voornemende vakleerling te toets deur middel van 'n fase-toets ten einde sy bevoegdheidsvlak te bepaal en kan die vakleerling daarna, indien sy prestasie aanneemlik is, toe-laat om met sy opleiding op die volgende hoër fase te begin.

(4) 'n Vakleerling wat sy eerste ambagstoetspoging druipt, word nog twee verdere pogings gegun: Met dien verstande dat die toetse minstens ses maande uitmekaar is en dat die toetse plaasvind voordat die maksimum tydperk van vakleerlingskap verstryk. Die kontrak van vakleerlingskap word geag beëindig te wees indien die vakleerling al drie die toetse druipt.

(5) By die suksesvolle voltooiing van elke fasetoets word 'n sertifikaat wat die vakleerling se bewese vaardighede in verband met die modules op daardie vlak toon, aan hom uitgereik.

(6) Indien 'n vakleerling die eerste fasetoets of die tweede poging vir enige daaropvolgende fasetoets druipt en in oorleg met die O.R.J.E.N as ongeskik vir verdere opleiding geag word kan die O.R.J.E.N sy kontrak kanselleer en verlaat hy die stelsel met die vaardigheidssertifikaat van die hoogste fase bereik.

8. Opleidingskursusse

'n Werkgewer moet aan 'n vakleerling praktiese opleiding verskaf in die ambag waarvoor hy ingeboek is. Die getalsverhouding van vakleerlinge moet deur die O.R.J.E.N goedgekeur word en voorskrifte moet van tyd tot tyd gepubliseer en aan die werkgewer voorsien word.

No. R. 1990

25 November 1994

MANPOWER TRAINING ACT, 1981

CARBONATED SOFT-DRINK INDUSTRY TRAINING BOARD FOR AMALGAMATED BEVERAGE INDUSTRIES LIMITED: DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

I, Tito Titus Mboweni, Minister of Labour, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

- (a) designate in the Carbonated Soft Drink Industry in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Brits, Bronkhorstspuit,

No. R. 1990

25 November 1994

WET OP MANNEKRAGOPLEIDING, 1981

GEKARBONEERDESAGTEDRANKNYWERHEID-OPLEIDINGSRAAD VIR AMALGAMATED BEVERAGE INDUSTRIES BEPERK: AANWYSING VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES

Ek, Tito Titus Mboweni, Minister van Arbeid, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

- (a) wys hierby in die Gekarboneerdesagtedranknywerheid in die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Brits, Bronkhorst-

Cullinan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Lower Tugela, Ndwedwe, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Umbumbulu, Umlazi, Westonaria and Wonderboom the undermentioned trades as trades in respect of which the Act shall apply with effect from the second Monday after the date of publication of this notice:

TRADES

Diesel Mechanic

Electrician

Fitter and Turner

Refrigeration Mechanic (Industrial); and

- (b) prescribe, with effect from the second Monday after the date of publication of this notice, the conditions set out hereunder as conditions of apprenticeship in respect of the trades designated in paragraph (a) in the Industry and the areas mentioned therein.

For the purposes of this notice "Carbonated Soft Drink Industry" or "Industry" means the industry in which employers and their employees are associated for the purpose of engaging, in Amalgamated Beverage Industries Limited companies, in the business of the bottling of carbonated soft drinks, and the marketing and distribution thereof to wholesalers and retailers from their premises in the Magisterial Districts mentioned in paragraph (a).

T. T. MBOWENI,

Minister of Labour.

CONDITIONS OF APPRENTICESHIP

1. Qualifications for commencing apprenticeship

The minimum age and educational qualifications for commencing apprenticeship shall be—

- (a) 17 years; and
(b) for all the designated trades at least a four-subject National Technical Certificate, Part II (N2) or a Standard 9 technical certificate including Mathematics, or an approved statement of results issued by a college or school reflecting a pass.

2. Period of apprenticeship

(1) The minimum and maximum periods of apprenticeship for all the trades shall be 104 weeks and 208 weeks respectively: Provided that—

- (a) the minimum period of 104 weeks shall exclude time spent at a technical college and in respect of annual leave or extended sick leave (every day more than 20 days in any year of apprenticeship), periods of absence outside the control of the apprentice and any other form of absenteeism;
(b) the maximum period of 208 weeks shall include time spent at a technical college only after the successful completion of phase three, and that all other periods of absence including those outside the control of the apprentice shall be excluded from the 208 weeks of training.

spruit, Cullinan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Lower Tugela, Ndwedwe, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Umbumbulu, Umlazi, Westonaria en Wonderboom ondervermelde ambagte aan as ambagte ten opsigte waarvan die Wet met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing van toepassing is:

AMBAGTE

Dieselwerktuigkundige

Elektrisiën

Passer en Draaier

Verkoelingswerktuigkundige (Industrieel); en

- (b) skryf hierby, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, die leervoordes hieronder uiteengesit voor as leervoordes ten opsigte van die ambagte aangewys in paragraaf (a) in die Nywerheid en die gebiede daarin genoem.

Vir die doeleindes van hierdie kennisgewing beteken "Gekarboneerdesagte dranknywerheid" of "Nywerheid" die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om in Amalgamated Beverage Industries maatskappye die besigheid te dryf van die bottelery van gekarboneerde sagte drank en die bemarking en verspreiding daarvan aan groothandelaars en kleinhandelaars vanaf hul persele in die landdrosdistrikte genoem in paragraaf (a).

T. T. MBOWENI,

Minister van Arbeid.

LEERVOORWAARDES

1. Kwalifikasies om met vakleerlingskap te begin

Die minimum leeftyd en opvoedkundige kwalifikasies om met vakleerlingskap te begin, is—

- (a) 17 jaar; en
(b) vir al die aangewese ambagte ten minste 'n Nasionale Tegniëse Sertifikaat, Deel II (N2), in vier vakke of 'n standaard 9 tegniëse sertifikaat wat Wiskunde insluit, of 'n goedgekeurde staat van resultate waarin 'n slaagpunt aangedui word, uitgereik deur 'n kollege of skool.

2. Leertyd

(1) Die minimum en maksimum tydperke van vakleerlingskap vir al die ambagte is onderskeidelik 104 weke en 208 weke: Met dien verstande dat—

- (a) die minimum tydperk van 104 weke, tyd uitsluit wat bestee is by 'n tegniëse kollege en ten opsigte van jaarlikse verlof of verlengde siekteverlof (elke dag meer as 20 dae in enige jaar van die leertyd), vir tydperke van afwesigheid buite die beheer van die vakleerling en enige ander vorm van afwesigheid;
(b) die maksimum tydperk van 208 weke, slegs na die suksesvolle voltooiing van fase drie, tyd insluit wat by 'n tegniëse kollege bestee is en dat alle ander tydperke van afwesigheid, insluitende dié buite die beheer van die vakleerling, van die 208 weke opleiding uitgesluit word.

(2) The employer of an apprentice shall within seven days of the apprentice being absent from work or technical classes notify the secretary of the Carbonated Soft Drink Industry Training Board for Amalgamated Beverage Industries Limited companies (the Board) of such absence.

3. Salaries

(1) An employer shall pay an apprentice monthly in accordance with the apprentice's completed period of training as referred to in Schedule A.

Salaries shall apply to all apprentices in the employment of an employer in the Industry, and shall be reviewed annually by the Board and be published in the *Gazette*.

SCHEDULE A

Period of training	Rand per month
Year 1	1 000,00
Year 2	1 150,00
Year 3	1 275,00
Year 4	1 750,00

(2) An apprentice who obtains either prior to or during his apprenticeship any of the qualifications listed in Schedule B below, shall be paid, in addition to his normal salary, an amount as annually agreed upon by the Board and published in the *Gazette*. Only the amount for the highest qualification obtained by the apprentice shall be paid.

SCHEDULE B

Qualification	Rand per month
Standard 9	55,00
National Technical Certificate, Part II (N2)	60,00
Standard 10	70,00
National Technical Certificate, Part III (N3)	75,00
National Technical Certificate T1	95,00
National Technical Certificate, Part IV (N4)	
National Technical Certificate T2	115,00
National Technical Certificate, Part V (N5)	
National Technical Certificate T3	140,00
National Technical Certificate, Part VI (N6)	

4. Technical studies

(1) An apprentice shall attend technical classes relevant to his trade and in accordance with the syllabi prescribed for the relevant National Technical Certificate. Such classes shall be attended at a technical college accredited by the Board: Provided that where facilities for class attendance in any course or part thereof do not exist within 20 km of the apprentice's place of work and class attendance is required during ordinary working hours he may, in lieu of attendance, take a correspondence course for the said course or part thereof, or undertake such classes at a training centre in the area concerned which has facilities for such technical classes.

(2) An apprentice shall for one block in an academic year attend technical courses. He shall continue attending classes on this basis until he—

- (a) successfully completes his apprenticeship; or

(2) Die werkgever van 'n vakleerling moet binne sewe dae na die vakleerling se afwesigheid van die werk of tegniese klasse die sekretaris van die Gekarboniseerde dranknywerheid-opleidingsraad vir Amalgamated Beverage Industries Beperk-maatskappye (die Raad) van sodanige afwesigheid in kennis stel.

3. Salarisse

(1) 'n Werkgever moet 'n vakleerling maandeliks vergoed in ooreenstemming met die vakleerling se voltooide tydperk van opleiding soos bedoel in Bylae A.

Salarisse is van toepassing op alle vakleerlinge in diens van 'n werkgever in die Nywerheid en moet jaarliks deur die Raad hersien word en in die *Staatskoerant* gepubliseer word.

BYLAE A

Tydperk van opleiding	Rand per maand
Jaar 1	1 000,00
Jaar 2	1 150,00
Jaar 3	1 275,00
Jaar 4	1 750,00

(2) Aan 'n vakleerling wat voor of gedurende sy vakleerlingskap enige van die kwalifikasies gelys in Bylae B hieronder behaal, moet, buiten sy gewone salaris, 'n addisionele bedrag betaal word waarop die Raad jaarliks besluit en wat in die *Staatskoerant* gepubliseer word. Slegs die bedrag vir die hoogste kwalifikasie wat deur die vakleerling behaal is, moet betaal word.

BYLAE B

Kwalifikasie	Rand per maand
Standard 9	55,00
Nasionale Tegniese Sertifikaat, Deel II (N2)	60,00
Standard 10	70,00
Nasionale Tegniese Sertifikaat, Deel III (N3)	75,00
Nasionale Tegniese Sertifikaat T1	95,00
Nasionale Tegniese Sertifikaat, Deel IV (N4)	
Nasionale Tegniese Sertifikaat T2	115,00
Nasionale Tegniese Sertifikaat, Deel V (N5)	
Nasionale Tegniese Sertifikaat T3	140,00
Nasionale Tegniese Sertifikaat, Deel VI (N6)	

4. Tegniese studies

(1) 'n Vakleerling moet tegniese klasse bywoon wat betrekking het op sy ambag en ooreenstem met die leerplanne voorgeskryf vir die betrokke Nasionale Tegniese Sertifikaat. Sodanige klasse moet bygewoon word by 'n tegniese kollege wat deur die Raad geakkrediteer is: Met dien verstande dat waar fasiliteite vir klasbywoning in enige kursus of gedeelte daarvan nie binne 20 km van die vakleerling se werkplek bestaan nie en klasbywoning gedurende gewone werkure vereis word, hy, in plaas van bywoning, 'n korrespondensiekursus vir genoemde kursus of gedeelte daarvan kan volg of sodanige klasse by 'n opleidingsentrum kan bywoon in die betrokke gebied wat oor fasiliteite vir sodanige tegniese opleiding beskik.

(2) 'n Vakleerling moet vir een blok in 'n akademiese jaar tegniese kursusse bywoon. Hy moet voortgaan om klasse op dié grondslag by te woon totdat hy—

- (a) sy vakleerlingskap suksesvol voltooi het; of

- (b) fails the final examination of any certificate mentioned in subclause (1), in which case he shall not be permitted to attend further classes on a full-time basis until he has passed one subject of the required level in his own time at his own expense.

(3) Where facilities exist for technical class attendance by continuous course of study, an apprentice shall attend such classes on five days a week during ordinary hours of work for the duration of the course and the examinations, but shall report for duty on the first working day after the last examination.

(4) An apprentice who attends classes in terms of subclause (3) shall, for the duration of such course, be neither required nor permitted to report for work during normal working hours or after hours.

(5) The provisions of subclauses (2) and (3) shall *mutatis mutandis* apply to an apprentice taking a correspondence course in terms of the proviso to subclause (1) as if he attended technical classes.

(6) An apprentice who is absent because of training or service in terms of the Defence Act, 1957, or the Police Act, 1958, and is not able to attend technical classes for the duration of a continuous course of study shall not be required to pursue his studies during such a year.

5. Payment of class, course and examination fees

The employer of an apprentice shall be responsible for payment of the following:

- Class, course and examination fees of technical colleges and training institutions;
- all text and prescribed books needed by the apprentice to complete studies for any National Technical Certificate (N-course) as prescribed in clause 4 (3);
- drawing instruments and a calculator approved by the employer, which may be purchased once only at the commencement of studies;
- a travelling allowance in accordance with the prevailing policy of the employer.

6. Repayment of class, course and examination fees

Should the apprentice fail the final examination of any subject, the examination of class fees as well as the course fees for that subject shall be deducted by the employer from the salary of the apprentice in instalments over a minimum period of three months and a maximum period of six months.

7. Practical training

(1) All apprentices indentured in any of the designated trades shall undergo training in accordance with the competency based modular training system. The total number of modules per trade have been divided into four separate phases.

For the purposes of this subclause "complete phase of training" means the demonstrated competence in the skills specified in the training schedule for the particular designated trade. These skills can be achieved by competency based modular training in terms of the options specified in subclauses (1) and (2) and by practical on-the-job training, subject to the testing thereof by an accredited testing authority.

- (b) in die finale eksamen van enige sertifikaat gemeld in subklousule (1) drui, in welke geval hy nie toegelaat word om verdere klasse op 'n voltydse grondslag by te woon nie totdat hy in een vak van die verlangde vlak in sy eie tyd en op eie koste geslaag het.

(3) Waar fasiliteite vir tegniese klasbywoning by wyse van 'n aaneenlopende studiekursus bestaan, moet 'n vakleerling sodanige klasse vir die duur van die kursus en die eksamens vyf dae per week gedurende gewone werkure bywoon, maar moet hy op die eerste werkdag na die laaste eksamen vir diens aanmeld.

(4) Vir die duur van sodanige kursus mag daar nie van 'n vakleerling wat ingevolge subklousule (3) klasse bywoon, vereis word en mag hy ook nie toegelaat word om gedurende gewone werkure of na ure vir werk aan te meld nie.

(5) Die bepalings van subklousules (2) en (3) is *mutatis mutandis* van toepassing op 'n vakleerling wat 'n korrespondensiekursus kragtens die voorbehoudsbepaling van subklousule (1) volg asof hy tegniese klasse bywoon.

(6) Van 'n vakleerling wat afwesig is as gevolg van opleiding of diens ingevolge die Verdedigingswet, 1957, of die Polisiewet, 1958, en vir wie dit nie moontlik is om tegniese klasse vir die duur van 'n aaneenlopende studiekursus by te woon nie, word daar nie verwag om sy studie gedurende so 'n jaar voort te sit nie.

5. Betaling van klas-, kursus- en eksamengelde

Die werkgever van 'n vakleerling is verantwoordelik vir die betaling van die volgende:

- Klas-, kursus- en eksamengelde van tegniese kolleges en opleidingsinstansies;
- alle teks- en voorgeskrewe boeke wat deur die vakleerling benodig word om sy studie vir enige Nasionale Tegniese Sertifikaat (N-kursus) soos voorgeskryf by klousule 4 (3) te voltooi;
- tekeninstrumente en 'n sakrekenaar wat deur die werkgever goedgekeur is, wat slegs een maal, by die aanvang van sy studie, aangekoop mag word;
- 'n reistoelaag ooreenkomstig die bestaande beleid van die werkgever.

6. Terugbetaling van klas-, kursus- en eksamengelde

Indien die vakleerling in die finale eksamen van enige vak drui, word die klas- en eksamengelde sowel as die kursuselde vir die betrokke vak oor 'n minimum tydperk van drie maande en 'n maksimum tydperk van ses maande in paaiemente deur die werkgever van die vakleerling se salaris afgetrek.

7. Praktiese opleiding

(1) Alle vakleerlinge wat in enige van die aangewese ambagte ingeboek is, moet opleiding ondergaan ooreenkomstig die bevoegdheidsgerigte modulêre opleidingstelsel. Die totale aantal modules per ambag is ingedeel in vier afsonderlike fases.

Vir die doeleindes van hierdie subklousule beteken "voltooid fase van opleiding" die bewese bevoegdheid in die vaardighede gespesifiseer in die opleidingskedule vir die betrokke aangewese ambag. Hierdie vaardighede kan verkry word deur bevoegdheidsgerigte modulêre opleiding volgens die keuses gespesifiseer in subklousules (1) en (2) en deur praktiese intaakopleiding, onderworpe aan die toetsing daarvan deur 'n geakkrediteerde toetsliggaam.

(2) Training of an apprentice shall be presented—

- (a) at an accredited training centre and an accredited plant workshop of an employer in the Industry; or
- (b) by an organisation accredited by the Accreditation Committee of the Board to provide modular training.

(3) The employer shall inform the Board every two months as to the nature and progress of training of all the apprentices in any designated trade. This shall be done by means of the completed schedules of the apprentice training records.

8. Testing of competency

(1) Module test

- (a) Every apprentice shall be required to show competency in the skills of each module by successfully completing the test presented at the end of each module.
- (b) Should an apprentice fail the competency test for any of the modules at any phase he shall be granted a second and third attempt in consultation with the Board.
- (c) Should an apprentice still be unsuccessful at any further test and after due consultation with the Board he shall be deemed unsuitable for further training. The Board may terminate the contract of apprenticeship and the apprentice shall then leave the training programme with the skills certificate of the highest module achieved.

(2) Phase test

- (a) To show overall competency in each phase, an apprentice shall be required to complete a phase test successfully. Such test shall be based on the modules of the relevant phase, and be approved by the Board.
- (b) An apprentice who fails his first attempt at a phase test shall be permitted two further attempts: Provided that sufficient time shall be allowed between tests for the apprentice to prepare for the test adequately. This time shall be not less than one week and not more than 12 weeks. Should he still be unsuccessful after the third attempt the same ruling as in subclause (1) (c) shall apply.
- (c) On successful completion of each of the phase tests, the apprentice shall be issued with a certificate by the Board which shall list his demonstrated competencies as related to the modules comprising that phase and the appropriate competency level.

9. Trade testing

(1) To be accepted as a candidate for a trade test an apprentice shall—

- (a) have completed the modular training programme as prescribed by the Board; and
- (b) prove competence up to and including phase 4 by the successful completion of phase tests one to three, and all the modules for phase 4.

(2) Vakleerlingopleiding moet aangebied word—

- (a) by 'n geakkrediteerde opleidingsentrum en 'n geakkrediteerde aanlegwerkwinkel van 'n werk-gewer in die Nywerheid; of
- (b) deur 'n organisasie wat deur die Akkreditasie-komitee van die Raad geakkrediteer is om modulêre opleiding aan te bied.

(3) Die werkgever moet die Raad elke tweede maand in kennis stel van die aard van en vordering met die opleiding van al die vakleerlinge in enige aangewese ambag. Dit moet gedoen word by wyse van die voltooide skedules van die vakleerling se opleidings-rekords.

8. Toetsing van bevoegdheid

(1) Moduletoets

- (a) Van elke vakleerling word verwag om bewys te lewer van sy bevoegdheid in die vaardighede van elke module deur die suksesvolle aflegging van die toets wat aan die einde van elke module afgeneem word.
- (b) Indien 'n vakleerling in die bevoegdheidstoets vir enige van die modules in enige fase drui-p, word hy in oorleg met die Raad 'n tweede en derde kans gegun.
- (c) Indien 'n vakleerling in enige verdere toets steeds onsuksesvol is, word hy, na behoorlike oorleg met die Raad, as ongeskik vir verdere opleiding beskou. Die Raad kan die kontrak van vakleerlingskap kanselleer en die vakleerling moet dan die opleidingsprogram verlaat met die bevoegdheidsertifikaat van die hoogste module wat hy bereik het.

(2) Fase-toets

- (a) Om bewys te lewer van algemene bevoegdheid in elke fase moet 'n vakleerling 'n fase-toets suksesvol aflê. Sodanige toets moet op die modules van die betrokke fase gebaseer wees en deur die Raad goedgekeur word.
- (b) 'n Vakleerling wat in sy eerste fase-toetspoging drui-p, word 'n verdere twee kanse gegun: Met dien verstande dat die vakleerling voldoende tyd tussen die toetse toegelaat word om hom genoegsaam voor te berei vir die toets. Hierdie tyd moet minstens een week en hoogstens 12 weke wees. Indien hy ná die derde poging steeds onsuksesvol is, is dieselfde reëling soos in subklousule (1) (c) van toepassing.
- (c) Na suksesvolle aflegging van elk van die fase-toetse moet die Raad aan die vakleerling 'n sertifikaat uitreik wat sy bewese bevoegdhede vermeld ten opsigte van die modules waaruit daardie fase bestaan, en wat die toepaslike bevoegdheidsvlak aandui.

9. Ambagstoetsing

(1) Om as kandidaat vir 'n ambagstoets aanvaar te word, moet 'n vakleerling—

- (a) die modulêre opleidingsprogram, soos deur die Raad voorgeskryf, voltooi het; en
- (b) bewys lewer van bevoegdheid tot en met fase vier deur die suksesvolle aflegging van fase-toetse een tot drie en die suksesvolle voltooiing van al die modules vir fase vier.

(2) An apprentice who fails the trade test at a first attempt shall be permitted a further two attempts: Provided that these tests shall be a minimum of 12 weeks and a maximum of 24 weeks apart: Provided further that such second test shall be attempted within the maximum period prescribed in clause 2. The apprentice's contract shall be deemed to be terminated if the apprentice fails the third test, as provided for in clause 18 (1) (c).

(3) The costs of the first and second attempts at a trade test shall be borne by the employer of the apprentice. Any further trade test shall be subject to approval by the Board.

10. Training schedules

The employer shall provide an apprentice with practical training in the trade in which he is indentured. This training shall be in accordance with the relevant training schedules and the dates specified from time to time by the committee of the Board responsible for training. This would include directives regarding all aspects of training including time spent at technical colleges. These training schedules and directives shall be published and issued to the employer from time to time. Any changes or updates shall be made available to the employer.

11. Review Committee

(1) Structure

The Review Committee shall consist of—

- (a) one employer representative of the Executive Committee;
- (b) an industrial relations and/or a legal adviser duly appointed by the Executive Committee; and
- (c) one employee representative of the Executive Committee.

(2) Terms of Reference

- (a) The Review Committee shall serve in an advisory capacity to the Executive Committee. All matters shall be referred to the Executive Committee by the Review Committee for a final decision on action to be taken. In all matters cognizance shall be taken of the provisions of the Manpower Training Act, 1981.
- (b) The Review Committee shall investigate, gather and analyse information and therefrom make a recommendation to the Executive Committee on any matter pertaining to—
 - (i) the disciplining of an apprentice;
 - (ii) a grievance raised by an apprentice and not satisfactorily dealt with by the employer;
 - (iii) a breach of contract by either the employer or the apprentice;
 - (iv) a request by either the employer or the apprentice to terminate the contract of apprenticeship;
 - (v) a request by either the employer or the apprentice to transfer the contract of apprenticeship to another employer.
- (c) The Review Committee shall engage in such activities as deemed fit by the Executive Committee.

(2) 'n Vakleerling wat met sy eerste poging in die ambagstoets drui, word 'n verdere twee pogings toegelaat: Met dien verstande dat hierdie toetse 'n minimum van 12 weke en 'n maksimum van 24 weke uitmekaar moet wees: Met dien verstande voorts dat sodanige tweede toets afgelê moet word binne die maksimum tydperk by klousule 2 voorgeskryf. Indien die vakleerling in die derde toets drui, word sy kontrak geag soos by klousule 8 (1) (c) bepaal, beëindig te wees.

(3) Die werkgewer van 'n vakleerling dra die koste van die eerste en die tweede poging in 'n ambagstoets. Enige verdere ambagstoets is onderworpe aan die goedkeuring van die Raad.

10. Opleidingskedules

Die werkgewer moet 'n vakleerling voorsien van praktiese opleiding in die ambag waarin hy ingeboek is. Hierdie opleiding moet geskied ooreenkomstig die betrokke opleidingskedules en die datums soos van tyd tot tyd bepaal deur die Raad se komitee wat vir opleiding verantwoordelik is. Dit sluit in riglyne aangaande alle aspekte van opleiding asook die tyd bestee by tegniese kolleges. Hierdie opleidingskedules en riglyne moet van tyd tot tyd gepubliseer en aan die werkgewer uitgereik word. Enige wysigings of bywerkings moet aan die werkgewer beskikbaar gestel word.

11. Hersieningskomitee

(1) Struktuur

Die Hersieningskomitee bestaan uit—

- (a) een werkgewervertreter van die Uitvoerende Komitee;
- (b) 'n arbeidsverhoudings- en/of regsadviseur behoorlik deur die Uitvoerende Komitee aangestel; en
- (c) een werknemervertreter van die Uitvoerende Komitee.

(2) Opdrag

- (a) Die Hersieningskomitee tree op in 'n adviseerende hoedanigheid vir die Uitvoerende Komitee. Alle aangeleenthede word deur die Hersieningskomitee na die Uitvoerende Komitee verwys vir 'n finale besluit oor stappe wat gedoen moet word. By alle aangeleenthede moet daar kennis geneem word van die bepalinge van die Wet op Mannekragopleiding, 1981.
- (b) Die Hersieningskomitee ondersoek, versamel en ontleed inligting en doen aan die hand daarvan 'n aanbeveling by die Uitvoerende Komitee, oor enige aangeleentheid met betrekking tot—
 - (i) die dissiplinerende van 'n vakleerling;
 - (ii) 'n grief wat deur 'n vakleerling aanhangig gemaak is en nie bevredigend deur die werkgewer gehanteer is nie;
 - (iii) kontrakbreuk deur óf die werkgewer óf die vakleerling;
 - (iv) 'n versoek deur óf die werkgewer óf die vakleerling om die kontrak van vakleerlingskap te kanselleer;
 - (v) 'n versoek deur óf die werkgewer óf die vakleerling om die kontrak van vakleerlingskap aan 'n ander werkgewer oor te dra.
- (c) Die Hersieningskomitee verrig die werksaamhede wat die Uitvoerende Komitee, goedgeind.

12. Code of Conduct

Although each employer has the right to apply its personal code of conduct in the relationship with its apprentices, it is nevertheless necessary to note the parameters in the Basic Code of Conduct of the Carbonated Soft Drink Industry Training Board applied to the contractual relationship with the apprentice.

(1) Subordination

It is commonly accepted that any situation where teaching is required to take place successfully, should be conducted in a spirit wherein the apprentice subjects himself to the superior knowledge of the tutor in a manner that reflects subordination. This attitude of subordination also requires that all reasonable instructions be carried out in pursuance of this objective to be trained thoroughly.

(2) Full potential

For any person to be successfully trained, his full potential has to be put at the disposal of the tutor. Failure to do so will retard the training process and amount to a breach of contract.

(3) To further the interests of the employer

It is accepted that an apprentice will at all times further the interests of his employer. This presupposes that an apprentice cannot be involved in any matter that may conflict with the interests of the employer. It also implies that given an absence of guidelines or procedures, an apprentice will use better judgment as to what would be in the best interest of the employer.

(4) The maintenance of the contract of apprenticeship

The most important elements in the apprenticeship relationship are—

- (a) trust;
- (b) confidence; and
- (c) respect.

(5) Any breach of contract shall be justified against these criteria and in accordance with the provisions of the Manpower Training Act, 1981.

13. Appeals

All appeals shall be dealt with in terms of the provisions of the Manpower Training Act, 1981.

No. R. 1995**25 November 1994****LABOUR RELATIONS ACT, 1956****LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: RENEWAL OF AGREEMENT FOR THE TANNING SECTION**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices No. R. 380 of 4 March 1988, R. 2313 of 18 November 1988, R. 160 of 26 January 1990, R. 2871 of 7 December 1990, R. 1001 of 3 April 1992, R. 3409 of 24 December 1992 and R. 2106 of 5 November 1993 to be effective from the date of publication of this notice and for the period ending 30 June 1995.

T. T. MBOWENI,
Minister of Labour.

12. Gedragkode

Alhoewel elke werkgever die reg het om sy eie gedragkode in die verhouding met sy vakleerlinge toe te pas, is dit nietemin nodig om te let op die parameters in die Basiese Gedragkode van die Gekarbioneerde-sagtedranknywerheid - opleidingsraad soos toegepas op die kontraktuele verhouding met die vakleerling.

(1) Ondergeskiktheid

Daar word algemeen aanvaar dat indien opleiding suksesvol moet geskied, dit moet plaasvind in 'n gees waarin die vakleerling hom aan die meerdere kennis van die opleier onderwerp op 'n wyse wat ondergeskiktheid aandui. Hierdie houding van ondergeskiktheid vereis ook dat alle redelike opdragte uitgevoer word in nastrewing van hierdie doel om deeglik opgelei te word.

(2) Volle potensiaal

Vir enige persoon om suksesvol opgelei te word, moet sy volle potensiaal tot die beskikking van die opleier gestel word. Versuim om dit te doen, sal die opleidingsproses vertraag en neerkom op kontrakbreuk.

**(3) Bevordering van die belange van die werk-
gewer**

Daar word aanvaar dat 'n vakleerling te alle tye die belange van sy werkgever sal bevorder. Dit voorveronderstel dat 'n vakleerling nie betrokke kan raak by enige aangeleentheid wat bots met die belange van die werkgever nie. Dit impliseer ook dat, by gebrek aan riglyne of prosedures, 'n vakleerling sy goeie oordeel sal gebruik oor wat in die beste belang van die werkgever sal wees.

**(4) Instandhouding van die kontrak van
vakleerlingskap**

Die belangrikste elemente in die vakleerlingskaps-verhouding is—

- (a) vertroue;
- (b) selfvertroue; en
- (c) respek.

(5) Enige kontrakbreuk word beoordeel volgens hierdie kriteria en ooreenkomstig die bepalings van die Wet op Mannekragopleiding, 1981.

13. Appelle

Alle appelle word hanteer ooreenkomstig die bepalings van die Wet op Mannekragopleiding, 1981.

No. R. 1995**25 November 1994****WET OP ARBEIDSVERHOUDINGE, 1956****LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA:
HERNUWING VAN OOREENKOMS VIR DIE LOOI-
SEKSIE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhouding, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 380 van 4 Maart 1988, R. 2313 van 18 November 1988, R. 160 van 26 Januarie 1990, R. 2871 van 7 Desember 1990, R. 1001 van 3 April 1992, R. 3409 van 24 Desember 1992 en R. 2106 van 5 November 1993 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1997**25 November 1994**

LABOUR RELATIONS ACT, 1956
TEXTILE INDUSTRY, REPUBLIC OF SOUTH
AFRICA

CORRECTION NOTICE

The following corrections to Government Notice No. R. 1873 appearing in *Government Gazette* No. 16055 of 4 November 1994, are hereby published for general information:

1. In the Afrikaans text of the Schedule:

"2. Klousule 3: Woordoms krywing

Voeg die volgende in na die woordoms krywing van "Tekstielywerheid":

" 'band of bande' sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, alle nou stowwe wat volgens enige metode van welke aard ook al geweef is, of in die strook of in die stuk gesny, met 'n maksimum breedte van 250 mm;".

2. In the English text of the Schedule:

"2. Clause 3: Definitions

Insert the following definition after the definition of "Textile Manufacturing Industry":

" 'tape or tapes' means, without in any way limiting the ordinary meaning of the expression, all narrow fabrics woven by any process whatsoever, either in strip or cut into the piece, with a maximum width of 250 mm;".

No. R. 2014**25 November 1994**

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL
INDUSTRY: RE-ENACTMENT OF MAIN
AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1995, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (d), 2 and 3, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

No. R. 1997**25 November 1994**

WET OP ARBEIDSVERHOUDINGE, 1956
TEKSTIELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA

VERBETERINGSKENNISGEWING

Onderstaande verbetering aan Goewermementskennisgewing No. R. 1873 wat in *Staatskoerant* No. 16055 van 4 November 1994 verskyn, word hierby vir algemene inligting gepubliseer.

1. In the Afrikaans teks van die Bylae:

"2. Klousule 3: Woordoms krywing

Voeg die volgende in na die woordoms krywing van "Tekstielywerheid":

" 'band of band' sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, alle nou stowwe wat volgens enige metode van welke aard ook al geweef is, of in die strook of in die stuk gesny, met 'n maksimum breedte van 250 mm;".

2. In the English text of the Schedule:

"2. Clause 3: Definitions

Insert the following definition after the definition of "Textile Manufacturing Industry":

" 'tape or tapes' means, without in any way limiting the ordinary meaning of the expression, all narrow fabrics woven by any process whatsoever, either in strip or cut into the piece, with a maximum width of 250 mm;".

No. R. 2014**25 November 1994**

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLUR-
GIESE NYWERHEID: HERBEKRAGTIGING VAN
HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (d), 2 en 3 met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

Note:**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY**

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder are invited to—

- (a) the fact that they may in terms of section 51 (3) of the Labour Relations Act, 1956, apply for exemption to the above-mentioned Industrial Council from all or any of the provisions of an Agreement entered into by the parties to the Council which is binding in terms of this Act, and
- (b) section 51 (6) of the aforementioned Act which provides for any person who feels aggrieved by any decision of the Council to appeal at any time to the Minister of Labour against that decision.

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY****MAIN AGREEMENT**

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

Association of Electrical Cable Manufacturers of South Africa

Association of Metal Service Centres of South Africa

Border Engineering Industries Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Domestic Appliance Manufacturers' Association of South Africa

Electrical Engineering and Allied Industries Association

Electronics and Telecommunications Industries Association

Gate and Fence Association

Hand Tool Manufacturers' Association

Lift Engineering Association of South Africa

Light Engineering Industries Association of South Africa

Materials Handling Association

Natal Engineering Industries Association

Non-Ferrous Metal Industries Association of South Africa

Plastics Manufacturers' Association of South Africa

Port Elizabeth Engineers' Association

Pressure Vessel Manufacturers' Association of South Africa

Radio, Appliance and Television Association of South Africa

Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries Association of South Africa

Opmerking:**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID**

Werkgewers wat nie lede is nie van enige van die werkgewersorganisasies wat partye by die Ooreenkoms hieronder is, se aandag word daarop gevestig dat—

- (a) daar ingevolge artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, by bogenoemde Nywerheidsraad aansoek gedoen kan word om vrystelling van almal of enige van die bepalings van 'n ooreenkoms wat deur die partye by die Raad aangegaan en wat ingevolge genoemde Wet bindend is; en
- (b) artikel 51 (6) van genoemde Wet voorsiening maak dat enige persoon wat hom verontreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Arbeid teen sodanige beslissing kan appelleer.

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****HOOFOOREENKOMS**

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

Association of Electrical Cable Manufacturers of South Africa

Association of Metal Service Centres of South Africa

Border Engineering Industries Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Domestic Appliance Manufacturers' Association of South Africa

Electrical Engineering and Allied Industries Association

Electronics and Telecommunications Industries Association

Gate and Fence Association

Hand Tool Manufacturers' Association

Lift Engineering Association of South Africa

Light Engineering Industries Association of South Africa

Materials Handling Association

Natal Engineering Industries Association

Non-Ferrous Metal Industries Association of South Africa

Plastics Manufacturers' Association of South Africa

Port Elizabeth Engineers' Association

Pressure Vessel Manufacturers' Association of South Africa

Radio, Appliance and Television Association of South Africa

Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries Association of South Africa

S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Engineers and Founders Association
 S.A. Fasteners Manufacturers' Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve and Actuator Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Chemical Workers Industrial Union
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Electrical Workers Union of South Africa
 Mineworkers' Union
 National Union of Metalworkers of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers Union of S.A.

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Provided that any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be the magisterial districts of those areas and/or provinces, as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), the terms of this Agreement shall be observed—

- in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
- in the Provinces of the Transvaal and Natal by the section of the industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
- in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the industry concerned with radio manufacture;
- by all employers and employees who are members of the employers' organisations and trade unions, respectively.

S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Engineers and Founders Association
 S.A. Fasteners Manufacturers' Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve and Actuator Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Chemical Workers Industrial Union
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Electrical Workers Union of South Africa
 Mineworkers' Union
 National Union of Metalworkers of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers Union of S.A.

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Mits enige verwysing in hierdie Ooreenkoms na die Republiek van Suid-Afrika en/of die provinsies van die Kaap die Goeie Hoop, Transvaal, Natal en die Oranje-Vrystaat geag word die landdrosdistrikte te wees van daardie gebiede en/of provinsies soos hulle bestaan het onmiddellik voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), moet hierdie Ooreenkoms nagekom word—

- in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika;
- in die provinsies Transvaal en Natal deur die afdeling van die Nywerheid betrokke by die installering, herstel en versiening van radio's, koelkaste en huishoudelike elektriese toestelle;
- in die landdrosdistrikte Die Kaap, Durban, Johannesburg, Oos-Londen, Pietersburg en Pinetown deur die afdeling van die Nywerheid betrokke by die vervaardiging van radio's;
- deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

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

- (a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
- (b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging;
- (c) the manufacture of aluminium sheet and/or foil and interrelated operations;
- (d) the installation and/or repair and/or maintenance of electrical lifts and escalators;
- (e) the production of iron and/or steel and/or ferroalloys;
- (f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of this Agreement in the Provinces of the Cape of Good Hope and the Orange Free State;
- (g) the manufacture of tungsten carbide (hard metal);
- (h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures;
- (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
- (j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
- (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;
- (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging;
- (m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
- (n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
- (o) the undertaking of Alusaf (Pty) Ltd, in the Magisterial District of Lower Umfolozi;
- (p) (i) the manufacture by mass production methods from sheet-metal of a gauge not exceeding 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of this own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;

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

- (a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
- (b) die vervaardiging, vir verkoop, van standaard-snelsnygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrosdistrikte Boksburg, Johannesburg, Pietermaritzburg en Vereeniging;
- (c) die vervaardiging van aluminiumplaat en/of -foelie en werksaamhede wat in verband daarmee staan;
- (d) die installering en/of herstel en/of onderhoud van elektriese hysers en roltrappe;
- (e) die produksie van yster en/of staal en/of ysterlegerings;
- (f) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van hierdie Ooreenkoms in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
- (g) die vervaardiging van wolframkarbid (harde metaal);
- (h) die monteer, versiening, installering, onderhoud en/of herstel van instrumente, uitrusting, masjiene, toestelle en apparaat, hetsy daar gebruik gemaak word van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik in rekeningkunde en/of sake- en/of berekenings en/of kantoor- en/of opvoedkundige prosedures;
- (i) die Nywerheid vir die Vervaardiging van Hortjieblindes en Verwante Produkte in die provinsie Transvaal;
- (j) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
- (k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëting en/of drukvormgiëting en/of warmpers en/of masjinerie;
- (l) die onderneming van die firma Union Steel Corporation of South Africa (Pty) Limited in die landdrosdistrik Vereeniging;
- (m) die slotmakerybedryf in die landdrosdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
- (n) die produksie vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrosdistrikte Brits, Germiston, Kempton Park en Pretoria;
- (o) die onderneming van die firma Alusaf (Pty) Ltd in die landdrosdistrik Lower Umfolozi;
- (p) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte van hoogstens 2,108 mm van—
 - (aa) kommersiële gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;
 - (ab) deksels vir bottels, flesses en ander houers;
 - (ac) gewone of gelitografeerde metaalspeelgoed;
 - (ad) gewone of gelitografeerde vertoontablette;

- (ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" means a container;

[for the purpose of subparagraphs (i) and (ii), a "container" means a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure.];

- (q) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate;
 - (r) the erecting, on site, of products referred to in the preamble to division D/7 of Part II of this Agreement;
 - (s) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (4) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the sections on leave pay additional leave pay and leave bonus of Part I of this Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or montly, but excluding payment for overtime;
 - (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

For the purposes of this section, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative personnel and/or those employed in non-production operations.

(5) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of working hours, which shall be a maximum of 48 hours per week.

(6) Employees employed on work for which the rate of pay is scheduled in the Agreement at Rate I; and

work for which the rate of pay is scheduled in the Agreement at Rate I,

shall be deemed to be employees and/or work, as the case may be, for which the rate of pay is scheduled in the Agreement at Rate H.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 June 1995 or for such period as the Minister may determine.

- (ii) die vervaardiging van gewone of gelitografeerde, vaste en/of voubare buise uit nie-ysterhoudende metaalklompe. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houër;

[Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houër" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppie of ander soort prop toegemaak kan word.];

- (q) die vervaardiging uit tinplaat met 'n dikte van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is;
 - (r) die oprigting, op die terrein, van produkte bedoel in die inleiding tot Afdeling D/7 van Deel II van hierdie Ooreenkoms;
 - (s) die versiening en/of onderhoud en/of herstel van grasmaaiers, skoffelploëe/grondbrekers, grassnyers, randafwerkers, kettingsae en/of onderdele en/of komponente daarvan.
- (33) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—
- (a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en
 - (b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet op die voorwaardes daarkragtens vasgestel.
- (4) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin gelys—
- (a) is die klousules aangaande verlofbesoldiging, addisionele verlofbesoldiging en verlofbonus in Deel I van hierdie Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan of meer is as dié wat in hierdie Ooreenkoms van tyd tot tyd voorgeskryf word vir Loon D-werknemers, hetsy weekliks of maandeliks besoldig, maar uitgesonderd betaling vir oortydwerk;
 - (b) mag niemand wat regstreeks werksaam is in 'n vervaardigings- of produksieproses 'n loon ontvang wat minder is as die loon soos in Deel II van hierdie ooreenkoms van tyd tot tyd vir 'n Loon I-werknemer voorgeskryf nie.

Vir die toepassing van hierdie klousule is "werksaam in 'n vervaardigings- of produksieproses" van toepassing op werknemers wie se loonskale nie in hierdie ooreenkoms gelys word nie maar wie se aktiwiteite regstreeks verwant is aan die skepping van ingenieursgoedere en/of dienste soos in die toepassingsbestek van hierdie Ooreenkoms omskryf. Hierdie bepaling is nie van toepassing op werk verrig deur administratiewe personeel en/of werknemers werksaam in nie-produktiewe werksaamhede nie.

(5) Die diensvoorwaardes van 'n wag word ooreenkomstig hierdie Ooreenkoms gereël, behalwe ten opsigte van werkuur, wat hoogstens 48 uur per week is.

(6) Werknemers in diens vir werk waarvoor die loontarief in die Ooreenkoms gelys is by Loon I; en

werk daarvoor die loontarief in die Ooreenkoms gelys is by Loon I,

word geag werknemers en/of werk, na gelang van die geval, te wees waarvoor die loontarief in die Ooreenkoms gelys is by Loon H.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1995 of vir die tydperk wat die Minister bepaal.

3. SPECIAL PROVISIONS

The provisions contained in sections 23 and 28 of Part I of the Agreement published under Government Notice No. R. 1329 of 27 June 1980, as amended, extended, renewed and re-enacted by Government Notices Nos. R. 295 of 20 February 1981, R. 879 and R. 880 of 1 May 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 June 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983, R. 922 of 11 May 1984, R. 1329 of 29 June 1984, R. 2092 of 21 September 1984, R. 222 of 8 February 1985, R. 1576 of 19 July 1985, R. 1577 of 19 July 1985, R. 997 of 23 May 1986, R. 1744 of 22 August 1986, R. 1567 of 14 July 1987, R. 1568 of 17 July 1987, R. 2455 of 30 October 1987, R. 2545 of 13 December 1988, R. 1327 of 23 June 1989, R. 1328 of 23 June 1989, R. 1431 of 30 June 1989, R. 2465 of 10 November 1989, R. 3046 of 4 January 1991, R. 2658 of 8 November 1991, R. 3286 of 4 December 1992 and R. 2251 of 26 November 1993 (hereinafter referred to as the Former Agreement), as amended and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 22, inclusive, 24 to 27, inclusive, 29 to 39, inclusive, of Part I, and Part II of the Former Agreement (as amended and re-enacted from time to time) shall apply to employers and employees.

5. SECTION 3: DEFINITIONS

(1) Insert the following at the commencement of this section:

"Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993)."

(2) Substitute the following for the existing definitions of Regions A, B, C, D, E, and F:

"**'Region A'** means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Montagu, Mitchells Plain, Moorreesburg, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012 or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"**'Region B'** means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 13162, Vincent, 5217, or Room 419, Fourth Floor, Gayton House, 19 Manchester Road, Chiselhurst, 5247, East London;

3. SPESIALE BEPALINGS

Klousules 23 en 28 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1329 van 27 Junie 1980, soos gewysig, verleng, hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 295 van 20 Februarie 1981, R. 879 en R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 922 van 11 Mei 1984, R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984, R. 222 van 8 Februarie 1985, R. 1576 van 19 Julie 1985, R. 1577 van 19 Julie 1985, R. 997 van 23 Mei 1986, R. 1744 van 22 Augustus 1986, R. 1567 van 14 Julie 1987, R. 1568 van 17 Julie 1987, R. 2455 van 30 Oktober 1987, R. 2545 van 13 Desember 1988, R. 1327 van 23 Junie 1989, R. 1328 van 23 Junie 1989, R. 1431 van 30 Junie 1989, R. 2465 van 10 November 1989, R. 3046 van 4 Januarie 1991, R. 2658 van 8 November 1991, R. 3286 van 4 Desember 1992 en R. 2251 van 26 November 1993 (hierna die Vorige Ooreenkoms genoem), soos van tyd tot tyd gewysig en herbekragtig, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousules 3 tot en met 22, 24 tot en met 27, 29 tot en met 39 Deel I, en Deel II, van die Vorige Ooreenkoms (soos van tyd tot tyd gewysig en herbekragtig) is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3: WOORDOMSKRYWING

(1) Voeg die volgende in aan die begin van hierdie klousule:

"Enige verwysing in hierdie Ooreenkoms na die Republiek van Suid-Afrika en/of provinsies van die Kaap die Goeie Hoop, Transvaal, Natal en die Oranje-Vrystaat word geag die landdrosdistrikte te wees van daardie gebiede en/of provinsies soos hulle bestaan het onmiddellik voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993)."

(2) Vervang die bestaande woordoms krywing van Streke A, B, C, D, E, en F deur die volgende:

"**'Streek A'** die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, George, Goodwood, Heidelberg (KP), Hermanus, Hopefield (KP), Knysna, Kuilsrivier, Ladismith (KP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal- Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001;

"**'Streek B'** die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Oos-Londen, Queenstown, Sterkstroom, Stutterheim, Tarkastad en Wodehouse, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 13162, Vincent, 5217, of Kamer 419, Vierde Verdieping, Gaytongebou, Manchesterweg 19, Chiselhurst, 6247, Oos-Londen;

'Region C' means the Province of Natal and for the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Fifth Floor, Perm Building, Bay Passage Entrance, 343 Smith Street, Durban, 4001;

'Region D' means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, North End, 6056, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

'Region E' means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or Engineering Industrial Council House, 5 Andrea Road, Reuven, Booysens, Johannesburg, 2091;

'Region F' means the Province of the Orange Free State and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Douglas, Gordonia, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Offices 39-41, Shoprite Centre, corner of Arrarat and Heeren Streets, Welkom, 9459;"

6. SECTION 12: LEAVE PAY

Substitute the following for the existing subsection (3) (a) (v):

- "(v) Short shifts worked whilst working short time shall count as shifts actually worked. Employees working 27 hours or more spread over three or four days and employees on a three-shift system working three or four shifts per week, shall be credited with one additional shift over and above those shifts actually worked for purposes of the paid leave referred to in this section."

7. SECTION 14: LEAVE BONUS

Substitute the following for the existing subsection (1) (c):

- "(c) the leave bonus of employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for Rate D employees or paid at a rate of not less than R1 761,76 per month, excluding payment for overtime, shall be R2 224 or 8,33% of the actual hourly rate, whichever amount is the greater;"

'Streek C' die provinsie Natal, en vir die doeleindes van hierdie bepaalde gebied is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Nataalse Streekraad), Posbus 5900, Durban, 4000, Vyfde Verdieping, Permgebou, Bay Passage-ingang, Smithstraat 343, Durban, 4001;

'Streek D; die landdrostdistrikte Aberdeen, Adelaide, Albanie, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (KP), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (KP), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Noord-Einde, 6056, of Eerste Verdieping, Pearsonstraat 30, Sentraal, Port Elizabeth, 6001;

'Streek E' die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of Engineering Industrial Council-gebou, Andrea-weg 5, Reuven, Booysens, Johannesburg, 2091;

'Streek F' die provinsie Oranje-Vrystaat met inbegrip van die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Douglas, Gordonia, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton in die provinsie die Kaap die Goeie Hoop en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Kantore 39-41, Shoprite-sentrum, hoek van Arrarat- en Heerenstraat, Welkom, 9459."

6. KLOUSULE 12: VERLOF BESOLDIGING

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

- "(v) Kort skofte gewerk terwyl korttyd gewerk word, moet tel as skofte wat werklik gewerk is. Vir doeleindes van die verlof met besoldiging in hierdie klousule bedoel, moet werknemers wat 27 uur of langer, versprei oor drie of vier dae werk, en werknemers op 'n drieskofstelsel wat drie of vier skofte per week werk, bo en behalwe die skofte wat werklike gewerk is, met een addisionele skof gekrediteer word."

7. KLOUSULE 14: VERLOFBONUS

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

- "(c) is verlofbonus van werknemers wat operatiewe prosesse verrig en 'n loon gelyk aan dié in hierdie Ooreenkoms voorgeskryf vir Loon D-werknemers ontvang of wat besoldig word teen 'n tarief van minstens R1 761,76 per maand, uitgesonderd betaling vir oortydwerk, R2 224 of 8,33% van die werklike uurloon, welke bedrag ook al die grootste is;"

8. SECTION 22: EXEMPTIONS

Add the following note at the end of this section:

"Expedited wage exemption procedure for small employers"

- (i) In the interests of job creation and job retention amongst small employers in the Industry, the Council has implemented a procedure to expedite applications for exemption from the wage and wage-related provisions of this Agreement for certain employers who employ 10 scheduled employees or less.
- (ii) The Council will sympathetically consider applications for exemption from the wage and wage-related provisions of this Agreement from independent, privately owned businesses that employ no more than 10 scheduled employees, that carry on not more than one business in the Industry and that:
 - (a) have been operating for a period of less than three years; and/or
 - (b) are able to show that such exemption would enable them to create additional jobs or retain existing jobs in their companies.

All exemption applications will be considered by the Regional Councils concerned, with every effort being made to reach a decision thereon within 14 days of receipt thereof.

Where a Regional Council experiences difficulty with regard to an exemption application this will immediately be referred to an appointed national committee which will make every effort to reach a decision thereon within 10 days of receipt thereof."

9. SECTION 29: INJURY ON DUTY ALLOWANCE

Substitute the expression "Compensation for Occupational Injuries and Diseases Act, 1993," for the expression "Workmen's Compensation Act, 1941," wherever it occurs in this section.

10. SECTION 29(bis): INSURANCE COVER FOR EMPLOYEES NOT COVERED BY WORKMEN'S COMPENSATION ACT

Delete this section.

11. SECTION 33: TECHNOLOGICAL CHANGES

Substitute the following for the existing section 33:

"(1) If during the currency of the Agreement representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technological changes introduced subsequent to the date of coming into force of this Agreement, such representations shall be considered at the first ensuing meeting of the Council, which shall decide whether the conditions shall be amended or whether circumstances warrant an exemption being granted so as to authorise the application of more appropriate conditions or whether the conditions applicable under the Agreement shall apply to such work without modification.

(2) Where an employer intends introducing new technology that will affect the work of employees the employer shall, as soon as possible, discuss the matter with the employees trade unions representing these employees. These discussions shall include the need for any training that may be required by the employees relating to such new technology. In addition, where such new technology may have adverse employment implications the security of employment provisions of this Agreement (section 35) shall be observed."

8. KLOUSULE 22: VRYSTELLINGS

Voeg die volgende nota in aan die eiende van hierdie klousule:

"Bespoedigde loonvrystellingsprosedure vir klein werkgewers"

- (i) In die belang van werkskepping en die behoud van werk onder klein werkgewers in die Nywerheid het die Raad 'n prosedure in werking gestel om aansoeke deur sekere werkgewers wat 10 of minder geskeduleerde werknemers in diens het, om vrystelling van loon- en loonverwante bepalings van hierdie Ooreenkoms te bespoedig.
- (ii) Die Raad sal simpatieke oorweging skenk aan aansoeke om vrystelling van die loon- en loonverwante bepalings van hierdie Ooreenkoms van onafhanklike besighede in privaat besit wat nie meer as 10 geskeduleerde werknemers in diens het nie en wat nie meer as een besigheid in die nywerheid bedryf nie en wat—

(a) vir 'n tydperk van hoogstens drie jaar in bedryf is, en/of

(b) wat bewys kan lewer dat sodanige vrystelling hulle in staat sal stel om addisionele werkgeleenthede te skep of om bestaande poste in hulle besighede te behou.

Alle aansoeke sal deur die betrokke streekraad oorweeg word en alles sal gedoen word om 'n beslissing te bereik binne 14 dae vanaf ontvangs daarvan.

Waar 'n streekraad probleme ondervind ten opsigte van 'n aansoek om vrystelling, sal dit onmiddellik verwys word na 'n aangestelde nasionale komitee wat alles sal doen om 'n beslissing te bereik binne 10 dae vanaf ontvangs daarvan."

9. KLOUSULE 29: TOELAE VIR BESERING OP DIENS

Vervang die uitdrukking "Ongevallewet, 1941," deur die uitdrukking "Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993," waar ook al dit in hierdie klousule voorkom.

10. KLOUSULE 29(bis): ASSURANSIEDEKKING VIR WERKNEMERS BUITE DIE BESTEK VAN DIE ONGEVALLEWET

Skrap hierdie klousule.

11. KLOUSULE 33: TEGNOLOGIESE VERANDERING

Vervang die bestaande klousule 33 deur die volgende:

"(1) Indien daar gedurende die geldigheidsstermyn van hierdie Ooreenkoms te eniger tyd verhoë tot die Raad gerig word dat 'n posomskriving ten opsigte van die verrigting van enige werk ongeskik is as gevolg van tegnologiese veranderinge wat na die datum van inwerkingtreding van hierdie Ooreenkoms ingevoer is, moet sodanige verhoë op die eersvolgende vergadering van die Raad oorweeg word, en moet die Raad besluit of die voorwaardes gewysig moet word en of omstandighede dit regverdig dat vrystelling verleen word ten einde die toepassing van geskikter voorwaardes te magtig en of die voorwaardes wat ingevolge hierdie Ooreenkoms van toepassing is sonder wysiging op sodanige werk toegepas moet word.

(2) Waar 'n werkgewer van voorneme is om nuwe tegnologie in bedryf te stel wat die werk van werknemers sal raak, moet die werkgewer, so spoedig moontlik, die saak bespreek met die partyvakverenigings wat hierdie werknemers verteenwoordig. Hierdie samesprekings moet die behoefte aan enige opleiding wat vir die werkers nodig mag wees ten opsigte van sodanige nuwe tegnologie, insluit. Daarbenewens waar sodanige nuwe tegnologie enige nadelige implikasies vir indiensneming kan hê, word die bepalings ten opsigte van werksekeriteit (Klousule 35) van hierdie Ooreenkoms nagekom."

12. SECTION 34: PAID SICK LEAVE

(1) Substitute the expression "Compensation for Occupational Injuries and Diseases, 1993," for the expression "Workmen's Compensation Act, 1941," wherever it occurs in this section.

(2) Substitute the expression "Compensation Commissioner" for the expression "Workmen's Compensation Commissioner" wherever it occurs in this section.

13. SECTION 35: SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

Substitute the following for the existing subsection 2 (a):

"(2) (a) The procedure to be followed in the event of lay-offs, relocation or closure of an establishment, retrenchments, redundancies and the operation of limited duration contracts of employment shall be as provided for in Annexure A to this Agreement."

PART II**14. SECTION 1: WAGES AND/OR EARNINGS**

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

"(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out hereunder, or 9,5% of the actual hourly rate of pay, excluding allowances which the employee was in receipt of on 30 June 1994, whichever additional amount is the greater:

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 1994 [provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1994 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work prescribed above	Less (if any)	Amount per hour of any increased granted to the employee on or after 1 July 1994
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multiplied by the number of hours for which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 1994 to the first shift for which the amount per hour for the employee's class of work as prescribed below is paid or the date of coming into operation of this Agreement, whichever is the later: Provided further that if the number of said hours include hours other than ordinary hours worked then the above calculation must be performed separately in respect of the ordinary hours worked and each category of overtime hours in order to include the prescribed overtime premium provided for in this Agreement in each case.];

12. KLOUSULE 34: SIEKTEVERLOF MET BESOLDIGING

(1) Vervang die uitdrukking "Ongevallewet, 1941," deur die uitdrukking "Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993," waar ook al dit in hierdie klousule voorkom.

(2) Vervang die uitdrukking "Ongevallekommissaris" deur die uitdrukking "Vergoedingskommissaris" waar ook al dit in hierdie artikel voorkom.

13. KLOUSULE 35: WERKSEKURITEIT EN UITTREETLOONBETALING

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

"(2) (a) Die prosedure wat gevolg moet word in die geval van tydelike diensbeëindiging, die hervesting of sluiting van 'n bedryfsinrigting, die vermindering van werknemers, die oortolligverklaring van werknemers en die werking van dienskontrakte vir 'n bepaalde tydskuur, is soos voorgeskryf in Bylae A van hierdie Ooreenkoms."

DEEL II**14. KLOUSULE 1: LONE EN/OF VERDIENSTE**

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

"(1) (a) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarvoor hy in diens geneem is, moet nog steeds minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in diens is en dieselfde werk verrig of enige ander werk waarvoor 'n laer loon voorgeskryf word.

(b) Elke werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgever is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as dié loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus, as 'n gewaarborgde persoonlike verhoging, 'n addisionele bedrag vir sy klas werk, soos hieronder uiteengesit, of 9,5% van die werklike uurloon, uitgesonderd toelaes wat die werknemer ontvang het op 30 Junie 1994 watter addisionele bedrag ook al die grootste is:

Met dien verstande dat—

(i) die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk, verminder kan word met die bedrag van 'n verhoging of verhogings wat op of na 1 Julie 1994 aan sodanige werknemer toegestaan is [met dien verstande dat 'n werknemer aan wie geen verhoging of slegs 'n gedeelte van die voorgeskrewe verhoging op of na 1 Julie 1994 toegestaan is, besoldig moet word deur binne 16 weke na die datum van inwerkingtreding van hierdie Ooreenkoms 'n bedrag te betaal op die grondslag hieronder vermeld:

Bedrag per uur vir die werknemer se klas werk hierbo voorgeskryf	Minus (waar van toepassing)	Bedrag per uur van enige verhoging aan die werknemer op of na 1 Julie 1994 toegestaan
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vermenigvuldig met die aantal ure waarvoor die betrokke werknemer geregtig was op betaling van sy loon vir die tydperk vanaf die begin van sy eerste skof op of na 1 Julie 1994 tot die eerste skof waarvoor die bedrag per uur vir die werknemer se klas werk soos hieronder voorgeskryf, betaal word of die datum van inwerkingtreding van hierdie Ooreenkoms, watter datum ook al die laaste is: Met dien verstande voorts dat indien die aantal genoemde ure ander ure as gewone werkure insluit, bogenoemde berekening afsonderlik gedoen moet word ten opsigte van die gewone werkure en elke kategorie oortydure, ten einde die voorgeskrewe oortydpremie in hierdie Ooreenkoms bepaal, in elke geval in te sluit.];

(ii) any employee who was engaged after 1 July 1994 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1994 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for the purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed in incentive bonus work in terms of section 10 of Part I of the Former Agreement;

(v) an employer who intends to grant general increases to all employees or to all employees in a particular category of employees in excess of the guaranteed personal minimum increases provided for in this Agreement shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers' organisations which are parties to the Agreement, the employer shall consult the trade unions concerned.

Where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Industrial Council shall be notified of the increases granted.

GUARANTEED PERSONAL INCREASE

(whichever is the greater amount)

Class of work	Amount per hour	OR Percentage increase on actual hourly wage rate being received on 30 June 1994
	c	%
Rate A and A1	116	9,5
Rate AA	108	9,5
*Rate AA—start	101	9,5
Rate AB	95	9,5
Rate B	89	9,5
Rate C	84	9,5
Rate D	80	9,5
Rate DD	73	9,5
Rate DDD	68	9,5
Rate E	64	9,5
Rate F	60	9,5
Rate G	56	9,5
Rate H	52	9,5

*'Rate AA—start' is the rate applicable to employee in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

Apprentices	Amount per week	OR Percentage increase on actual weekly wage rate being received on 30 June 1994
	R	%
First year	24	9,5
Second year	27	9,5
Third year	32	9,5
Fourth year	48	9,5

(ii) 'n werknemer wat na 1 Julie 1994 in diens geneem is teen 'n loontarief van minstens die loontarief wat vir sy klas werk voorgeskryf word op die datum van inwerking-treding van hierdie Ooreenkoms, nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;

(iii) 'n werkgewer die loontarief van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1994 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, nie mag verminder nie, en aan 'n werknemer nie 'n loon teen 'n tarief as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

(iv) vir die uitvoering van hierdie Ooreenkoms die loon wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing is op werknemers wat aansporingsbonuswerk ingevolge klousule 10 van Deel I van die Vorige Ooreenkoms verrig;

(v) 'n werkgewer wat voornemens is om algemene verhogings wat meer is as die gewaarborgde persoonlike minimum verhogings voorgeskryf in hierdie Ooreenkoms, aan al sy werknemers of aan al sy werknemers in 'n bepaalde kategorie werknemers toe te staan, moet met die betrokke werknemers oorleg pleeg: Met dien verstande dat die werkgewer, indien hy 'n lid is van enige van die werkgewersorganisasies wat partye by die Ooreenkoms is, ten opsigte van werknemers wat lede van 'n vakvereniging is, met die betrokke vakverenigings moet oorleg pleeg.

Waar 'n werkgewer na sodanige oorlegpleging sodanige verhogings toestaan bo en behalwe die verhoging waarvoor in hierdie Ooreenkoms voorsiening gemaak word, moet die Nywerheidsraad verwittig word van die verhogings wat toegestaan is.

GEWAARBORGDE PERSOONLIKE VERHOOGING

(watter bedrag ook al die grootste is)

Klas werk	Bedrag per uur	OR Persentasie verhoging op werklike uurloon ontvang op 30 Junie 1994
	c	%
Loon A en A1	116	9,5
Loon AA	108	9,5
*Loon AA—begin	101	9,5
Loon AB	95	9,5
Loon B	89	9,5
Loon C	84	9,5
Loon D	80	9,5
Loon DD	73	9,5
Loon DDD	68	9,5
Loon E	64	9,5
Loon F	60	9,5
Loon G	56	9,5
Loon H	52	9,5

*'Loon AA—begin' is die loontarief van toepassing op werknemers in kategorie AA wat in hulle eerste ses maande ononderbroke diens by dieselfde werkgewer is, tensy elders in die Ooreenkoms anders vermeld.

Vakleerlinge	Bedrag per week	OR Persentasie verhoging op werklike weekloon ontvang op 30 Junie 1994
	R	%
Eerste jaar	24	9,5
Tweede jaar	27	9,5
Derde jaar	32	9,5
Vierde jaar	43	9,5

SCHEDULE G

Job 155	Amount per hour	OR Percentage increase on actual hourly wage rate being received on 30 June 1994
	c	%
First three months of experience (Wage D less 10%)	72	9,5
Second three months of experience (Wage D less 5%)	76	9,5

Structural Engineering: Category	Amount per hour	OR Percentage increase on actual hourly wage rate being received on 30 June 1994
	c	%
5	116	9,5
4	101	9,5
3	84	9,5
2	66	9,5
1	52	9,5
1 (a)	46	9,5

DIVISION D/24

Class of work	Amount per hour	OR Percentage increase on actual hourly wage rate being received on 30 June 1994
	c	%
Job 5 (Wage D less 5%)	76	9,5

SCHEDULE F

Group	Amount per hour	OR Percentage increase on actual hourly wage rate being received on 30 June 1994
	c	%
Z	116	9,5
Y	89	9,5
IX	83	9,5
VIII	79	9,5
VII	75	9,5
VI	71	9,5
V	67	9,5
IV	63	9,5
III	61	9,5
II	58	9,5
I	55	9,5"

BYLAE G

Item 155	Bedrag per uur	OF Persentasie verhoging op werklike uurloon ontvang op 30 Junie 1994
	c	%
Eerste drie maande ondervinding (Loon D min 10%)	72	9,5
Tweede drie maande ondervinding (Loon D min 5%)	76	9,5

Struktuuringenieurswese: Kategorie	Bedrag per uur	OF Persentasie verhoging op werklike uurloon ontvang op 30 Junie 1994
	c	%
5	116	9,5
4	101	9,5
3	84	9,5
2	66	9,5
1	52	9,5
1 (a)	46	9,5

AFDELING D/24

Klas werk	Bedrag per uur	OF Persentasie verhoging op werklike uurloon ontvang op 30 Junie 1994
	c	%
Item 5 (Loon D min 5%)	76	9,5

BYLAE F

Groep	Bedrag per uur	OF Persentasie verhoging op werklike uurloon ontvang op 30 Junie 1994
	c	%
Z	116	9,5
Y	89	9,5
IX	83	9,5
VIII	79	9,5
VII	75	9,5
VI	71	9,5
V	67	9,5
IV	63	9,5
III	61	9,5
II	58	9,5
I	55	9,5"

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

"(4) Subject to the provisions of subsections (1) to (3), inclusive, no employer shall pay to the employees engaged on any of the classes of work hereinafter specified in the following Wage Schedules, wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes."

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

"(4) Behoudens subklousules (1) tot en met (3) mag geen werkgewer aan werknemers in diens in enigeen van die klasse werk wat hierna in die volgende loontabelle gespesifiseer word, lone en/of verdienste betaal wat laer is as dié teenoor sodanige klasse genoem nie, en geen werknemer mag lone en/of verdienste aanneem wat laer is as dié teenoor sodanige klasse genoem nie."

15. SCHEDULE G

(1) Under "(i) Probationers", substitute the following for RATE D, Job 155:

"Rate D	Rate per hour
155. First three months of experience (Rate D less 10%)	8,32
Second three months of experience (Rate D less 5%)	8,78
Thereafter (Rate D):	9,24

Provided that—

- (i) no employee may be engaged upon incentive bonus work during the probationary period;
- (ii) an employer who wishes to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted."

(2) Under "Section (d): Structural Engineering", substitute the following for the existing hourly wage rates as specified against the category headings "Instrumentation Work", "Rigging", "Mechanical and General Structural Work", "Electrical Work" and "Welding":

"Category	Wage rate per hour
	R
5	13,35
4	11,69
3	9,65
2	7,59
1	6,02
1 (a)	5,35"

16. SCHEDULE D

(1) In Division D/19, in Job 32, substitute the expressions "1167 (Rate AA—start)" and "1248 (Rate AA)" for the expressions "1066 (Rate AA—start)" and "1140 (Rate AA)", respectively.

(2) In Division D/22—

- (a) in Jobs 71 and 101 to 105, inclusive, substitute the expression "924 (Rate D)" for the expression "844 (Rate D)";
- (b) in Jobs 106 to 108, inclusive, substitute the expression "784 (Rate DDD)" for the expression "716 (Rate DDD)";
- (c) in Jobs 109 to 121, inclusive, substitute the expression "642 (Rate G)" for the expression "586 (Rate G)";
- (d) in Jobs 122 to 133, inclusive, substitute the expression "602 (Rate H)" for the expression "550 (Rate H)".

(3) In Division D/23, at the footnotes under the heading "Training periods and rates of pay therefor", substitute the expressions "687 (Rate F)" and "602 (Rate H)" for the expressions "627 (Rate F)" and "550 (Rate H)", respectively.

(4) In Division D/24, in Job 5, substitute the expression "878 (Rate D, less 5%)" for the expression "802 (Rate D, less 5%)".

15. BYLAE G

(1) Onder "(i) Proefwerkers", vervang LOON D, item 55, deur die volgende:

"Loon D	Loon per uur
155. Eerste drie maande ondervinding (Loon D min 10%)	8,32
Tweede drie maande ondervinding (Loon D min 5%)	8,78
Daarna (Loon D):	9,24

Met dien verstande dat—

- (i) geen werknemer gedurende die proeftyd aansporingsbonuswerk mag verrig nie;
- (ii) 'n werkgever wat 'n werknemer wil oplei vir enige van die klasse werk waarvoor geen leer- of proeftyd bepaal is nie, dit slegs mag doen met die vooraf verkreeë goedkeuring van die Raad, wat die voorwaardes moet voorskryf waarkragtens toestemming vir sodanige indiensneming verleen word."

(2) Onder "Seksie (d): Struktuuringenieurswese", vervang die bestaande uurloontariewe soos gespesifiseer teenoor die kategorie-opskrifte "Instrumentasiewerk", "Touwerk", "Meganiese en Algemene Struktuurwerk", "Elektriese Werk" en "Sweiswerk" deur die volgende:

"Kategorie	Loonskaal per uur
	R
5	13,35
4	11,69
3	9,65
2	7,59
1	6,02
1 (a)	5,35"

16. BYLAE D

(1) In Afdeling D/19, in item 32, vervang die uitdrukkings "1066 (Loon AA—begin)" en "1140 (Loon AA)" deur onderskeidelik die uitdrukkings "1167 (Loon AA—begin)" en "1248 (Loon AA)".

(2) In Afdeling D/22—

- (a) in items 71 en 101 tot en met 105, vervang die uitdrukking "844 (Loon D)" deur die uitdrukking "924 (Loon D)";
- (b) in items 106 tot en met 108, vervang die uitdrukking "716 (Loon DD)" deur die uitdrukking "784 (Loon DDD)";
- (c) in items 109 tot en met 121, vervang die uitdrukking "586 (Loon G)" deur die uitdrukking "642 (Loon G)";
- (d) in items 122 tot en met 133, vervang die uitdrukking "550 (Loon H)" deur die uitdrukking "602 (Rate H)".

(3) In Afdeling D/23, in die voetnota onder die opskrif "Opleidingstydperke en lone daarvoor", vervang die uitdrukkings "627 (Loon F)" en "550 (Loon H)" deur onderskeidelik die uitdrukkings "687 (Loon F)" en "602 (Loon H)".

(4) In Afdeling D/24, in item 5, vervang die uitdrukking "802 (Loon D, min 5%)" deur die uitdrukking "878 (Loon D, min 5%)".

17. SCHEDULE E

In Division E/2, under "Section (b)—Installation Work", substitute the following for the existing subsection under RATE A1.

"Learnership rates in respect of Rate A1 work:

First 12 months of experience.....	R11,67
(Rate AA — start)	
Second 12 months of experience.....	R12,48
(Rate AA)	
Thereafter.....	R13,35
(Rate A1)"	

18. SCHEDULE F

- (1) In Group Z, substitute the expression "13,35" for the expression "12,19".
- (2) In Group Y, substitute the expression "10,26" for the expression "9,37".
- (3) In Group IX, substitute the expression "9,53" for the expression "8,70".
- (4) In Group VIII, substitute the expression "9,08" for the expression "8,29".
- (5) In Group VII, substitute the expression "8,60" for the expression "7,85".
- (6) In Group VI, substitute the expression "8,16" for the expression "7,45".
- (7) In Group V, substitute the expression "7,73" for the expression "7,06".
- (8) In Group IV, substitute the expression "7,31" for the expression "6,68".
- (9) In Group III, substitute the expression "7,00" for the expression "6,39".
- (10) In Group II, substitute the expression "6,68" for the expression "6,10".
- (11) In Group I, substitute the expression "6,39" for the expression "5,84".

19. SECTION 2 TABLE OF WAGE RATES

Substitute the following for the existing table:

"Wage rates applicable throughout this Agreement (n.e.s.):

	Rate per hour
	R
Rate A and A1.....	13,35
Rate AA.....	12,48
*Rate AA — start.....	11,67
Rate AB.....	10,92
Rate B.....	10,22
Rate C.....	9,64
Rate D.....	9,24
Rate DD.....	8,38
Rate DDD.....	7,84
Rate E.....	7,34
Rate F.....	6,87
Rate G.....	6,42
Rate H, including watchman's work.....	6,02

Apprentices	Rate per week
	R
First year.....	277
Second year.....	307
Third year.....	368
Fourth year.....	551

The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 44.

17. BYLAE E

In Afdeling E/2, onder "Seksie (b)—Installering Werk", vervang die bestaande subafdeling onder LOON A1 deur die volgende:

"Leerlinglone ten opsigte van Loon A1-werk:

Eerste 12 maande van ondervinding.....	R11,67
(Loon AA — begin)	
Tweede 12 maande van ondervinding.....	R12,48
(Loon AA)	
Daarna.....	R13,35
(Loon A1)"	

18. BYLAE F

- (1) In Groep Z, vervang die uitdrukking "12,19" deur die uitdrukking "13,35".
- (2) In Groep Y, vervang die uitdrukking "9,37" deur die uitdrukking "10,26".
- (3) In Groep IX, vervang die uitdrukking "8,70" deur die uitdrukking "9,53".
- (4) In Groep VIII, vervang die uitdrukking "8,29" deur die uitdrukking "9,08".
- (5) In Groep VII, vervang die uitdrukking "7,85" deur die uitdrukking "8,60".
- (6) In Groep VI, vervang die uitdrukking "7,45" deur die uitdrukking "8,16".
- (7) In Groep V, vervang die uitdrukking "7,06" deur die uitdrukking "7,73".
- (8) In Groep IV, vervang die uitdrukking "6,68" deur die uitdrukking "7,31".
- (9) In Groep III, vervang die uitdrukking "6,39" deur die uitdrukking "7,00".
- (10) In Groep II, vervang die uitdrukking "6,10" deur die uitdrukking "6,68".
- (11) In Groep I, vervang die uitdrukking "5,84" deur die uitdrukking "6,39".

19. KLOUSULE 2: LOONTABEL

Vervang die bestaande tabel deur die volgende:

"Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

	Loon per uur
	R
Loon A en A1.....	13,35
Loon AA.....	12,48
*Loon AA — begin.....	11,67
Loon AB.....	10,92
Loon B.....	10,22
Loon C.....	9,64
Loon D.....	9,24
Loon DD.....	8,38
Loon DDD.....	7,84
Loon E.....	7,34
Loon F.....	6,87
Loon G.....	6,42
Loon H, met inbegrip van wag se werk.....	6,02

Vakleerlinge	Loon per week
	R
Eerste jaar.....	277
Tweede jaar.....	307
Derde jaar.....	368
Vierde jaar.....	551

Die uurloon van alle vakleerlinge vir doeleindes van die berekening van oortydperk is die weekloon gedeel deur 44.

*'Rate AA — start' is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in this Agreement."

20. ANNEXURE A

SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

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

“(b) Notification:

- (i) Where retrenchments and/or redundancies are perceived, become apparent or are contemplated by an employer, including those arising from the introduction of new technology, the employer shall notify the Regional Council, the party trade unions representing the employees who may be affected by the retrenchments and, in the case of other potentially affected employees, the representatives of such other employees, by means of telefax or telegram or hand delivery, of the perceived need to implement retrenchment or redundancies. The notice shall be given as soon as possible but at least 21 days prior to the contemplated date of retrenchment or redundancy.
- (ii) The employees, through their representatives, shall be entitled to notify the employer and invoke the retrenchment consultation procedures where a retrenchment or redundancy is perceived or becomes apparent, including where the employees believe new technology is to be introduced which may result in retrenchments or redundancies.”

(2) Substitute the following for section 1 (c)

“(c) Good faith consultations in an endeavour to reach agreement:

- (i) Following the notification referred to in paragraph (b), the employer shall offer to consult in good faith in an endeavour to reach agreement with representatives of the party trade unions representing the employees who may be affected by the retrenchment and who are members of such trade unions and, in the case of other potentially affected employees, with the representatives of such other employees over the matters listed below. Consultation on these matters will not be necessary where the employer confirms that retrenchments or redundancies are not contemplated. Where the consultations arise as a result of an intention by the employer to introduce new technology then the nature, extent and implications for the workforce of such introduction shall form part of such consultation process.

Consultation shall take place on the following:

- (aa) The specific reason(s) for the proposed retrenchment or redundancy;
- (ab) the need to effect the proposed retrenchment or redundancy;
- (ac) measures taken or measures that may be taken, subject to operational requirements, to avoid or reduce the effect of the proposed retrenchment or redundancy;

*'Loon AA — begin' is die loontarief van toepassing op werknemers in die kategorie AA wat in hulle eerste ses maande ononderbroke diens by dieselfde werkgever is, tensy elders in hierdie Ooreenkoms anders vermeld.”

20. BYLAE A

WERKSEKURITEIT EN UITTREELOONBETALING

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

“(b) Kennisgewing:

- (i) Wanneer 'n werkgever gewaar of dit vir hom duidelik word dat 'n vermindering en/of oortolligverklaring van werknemers nodig is, of wanneer hy dit oorweeg, insluitende poste wat in die gedrang kom as gevolg van die instelling van nuwe tegnologie, moet die werkgever die Streekraad, die partyvakverenigings verteenwoordigend van die werknemers wat deur die vermindering geraak mag word en, in die geval van ander werknemers wat potensieel geraak word, die verteenwoordigers van sodanige ander werknemers, by wyse van telefaks of telegram of aflewering per hand in kennis stel van die waargenome noodigheid om werknemers te verminder of oortollig te verklaar. Die kennisgewing moet so spoedig moontlik maar minstens 21 dae voor die beoogde datum van diensbeëindiging weens vermindering of oortolligverklaring geskied.
- (ii) Die werknemers is daarop geregtig om, deur hul verteenwoordigers die werkgever in kennis te stel, en die prosedures ten opsigte van oorlegpleging met betrekking tot die vermindering en/of oortolligverklaring van werknemers in werking te stel, wanneer hulle gewaar of dit vir hulle duidelik word dat 'n vermindering of oortolligverklaring van werknemers nodig is, insluitende waar werknemers glo dat nuwe tegnologie ingestel gaan word wat vermindering en/of oortolligverklaring van werknemers tot gevolg mag hê.”

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

“(c) Goeietrouoorlegplegings in 'n poging om 'n ooreenkoms te bereik:

- (i) Na die kennisgewing bedoel in paragraaf (b) moet die werkgever aanbied om te goeder trou oorleg te pleeg in 'n poging om 'n ooreenkoms te bereik met verteenwoordigers van die partyvakverenigings verteenwoordigend van die werknemers wat deur die personeelvermindering geraak mag word en wat lede is van sodanige vakverenigings, en, in die geval van ander werknemers wat potensieel geraak word, met die verteenwoordigers van sodanige ander werknemers, oor ondervermelde aangeleenthede. Oorlegpleging oor hierdie aangeleenthede sal nie nodig wees waar die werkgever bevestig dat personeelvermindering of oortolligverklaring nie oorweeg word nie. Waar die oorlegpleging plaasvind as gevolg van die voorneme van die werkgever om nuwe tegnologie in werking te stel maak die aard, omvang en implikasies van die inwerkingstelling daarvan vir die werkerskorps deel uit van sodanige oorlegplegingsproses.

Oorlegpleging vind plaas ten opsigte van die volgende:

- (aa) Die spesifieke rede(s) vir die voorgenome vermindering of oortolligverklaring van werknemers;
- (ab) die noodigheid om die voorgenome vermindering of oortolligverklaring van werknemers in werking te stel;
- (ac) maatreëls wat, onderworpe aan operasionele vereistes, getref is of getref kan word om die gevolge van die voorgenome vermindering of oortolligverklaring van werknemers te verminder of te verminder;

- (ad) the manner of the proposed retrenchment or redundancy;
 - (ae) the proposed number of employees to be retrenched;
 - (af) the proposed effective date of the retrenchment or redundancy;
 - (ag) the basis of selection of the employees to be retrenched; and
 - (ah) the means to be adopted to ameliorate the hardship of the retrenchment and/or redundancy.
- (ii) The employer shall, during the consultation process, provide information on the need for retrenchment and information that will assist the party trade union(s) or employee representatives in making contributions on ways of avoiding retrenchments. The employer, however, shall not be expected to disclose information which —
- (aa) is not reasonably available to the employer; or
 - (ab) is not relevant to the issues under discussion; or
 - (ac) could harm the employer's business interests, for example trade secrets and other confidential information.
- (iii) The employer, following the consultation process, shall, not later than seven days after the date of retrenchment or redundancy, notify the Regional Council, in writing, of the following information relevant to the retrenchment or redundancy:
- (aa) The date of the retrenchment or redundancy;
 - (ab) the number of employees retrenched;
 - (ac) the names and occupational categories of the retrenched employees."

Signed at Johannesburg, for and on behalf of the parties, this 16th day of September 1994.

W. D. THOMPSON,
Vice-Chairman.

A. T. ALLEN,
Member.

D. G. LEVY,
General Secretary.

R. 2019

25 November 1994

LABOUR RELATIONS ACT, 1956

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: RE-ENACTMENT OF LIFT ENGINEERING AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby —

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the

- (ad) die wyse van die voorgename vermindering of oortolligverklaring van werknemers;
- (ae) die voorgename getal werknemers wat verminder gaan word;
- (af) die voorgename effektiewe datum van vermindering of oortolligverklaring van werknemers;
- (ag) die basis vir die keuring van die werknemers wat verminder gaan word;
- (ah) die middele wat aangewend staan te word om ontbering as gevolg van die vermindering en/of oortolligverklaring van werknemers te verlig.

- (ii) Die werkgever moet tydens die oorlegplegingsproses inligting verskaf oor die noodgedwonge vermindering van werknemers en inligting wat die partyvakvereniging(s) of werknemersvertegenwoordigers behulpzaam sal wees om bydraes te lewer omtrent wyses om die vermindering van werknemers te vermy. Daar word egter nie van die werkgever verwag nie om inligting te openbaar wat —

- (aa) nie redelikerwys vir die werkgever beskikbaar is nie; of
- (ab) nie betrekking op die kwessies onder bespreking het nie; of
- (ac) die werkgever se besigheidsbelange kan benadeel, byvoorbeeld handelsgeheime en ander vertroulike inligting.

- (iii) Na die oorlegplegingsproses moet die werkgever hoogstens sewe dae na die datum van vermindering of oortolligverklaring van werknemers, die Streekraad skriftelik in kennis stel van die volgende inligting met betrekking tot die vermindering of oortolligverklaring van die werknemers:

- (aa) Die datum van vermindering of oortolligverklaring van die werknemers;
- (ab) die getal werknemers wat verminder word;
- (ac) die name en beroepskategorieë van die werknemers wat verminder word."

Namens die partye op hede die 16de dag van September 1994 te Johannesburg onderteken.

W. D. THOMPSON,
Ondervoorsitter.

A. T. ALLEN,
Lid.

D. G. LEVY,
Hoofsekretaris.

R. 2019

25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERBEKRAGTING VAN HYSBAK-INGENIEURSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby —

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by

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 1995, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (2), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY

LIFT ENGINEERING AGREEMENT

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

Lift Engineering Association of South Africa

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

Metal and Electrical Workers' Union of South Africa

and the

SA Electrical Workers' Association

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

Provided that any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), the terms of this Agreement shall be observed—

- (1) throughout the Republic of South Africa;
- (2) by all employers and employees who are members of the employers' organisation and the trade unions, respectively, which are parties to this Agreement;
- (3) in the Iron, Steel, Engineering and Metallurgical Industry in respect of the maintenance and/or assembly and/or installation and/or repair of electrical and hydraulic lifts, escalators, moving walkways and goods lifts.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 June 1995 or for such period as the Minister may determine.

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 1995 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (2), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 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 gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

HYSBAKINGENIEURSOOREENKOMS

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

Lift Engineering Association of South Africa

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

Metal and Electrical Workers' Union of South Africa

en die

SA Electrical Workers' Association

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Mits enige verwysing in hierdie Ooreenkoms na die Republiek van Suid-Afrika en/of die provinsies die Kaap die Goeie Hoop, Transvaal, Natal en die Oranje-Vrystaat geag word die landdrosdistrikte van daardie gebiede en/of provinsies te wees soos hulle bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), moet hierdie Ooreenkoms nagekom word—

- (1) oral in die Republiek van Suid-Afrika;
- (2) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings wat partye is by hierdie Ooreenkoms;
- (3) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid ten opsigte van die onderhoud en/of monitering en/of installering en/of herstel van elektriese en hidrouliese hysers, roltrappe, bewegende loopplate en goederehysers.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1995 of vir die tydperk wat die Minister bepaal.

3. SPECIAL PROVISIONS

The provisions contained in sections 21 and 30 of the Agreement published under Government Notice No. R. 928 of 27 March 1992, as amended and renewed by Government Notices Nos. R. 2831 of 9 October 1992, R. 3116 of 13 November 1992, R. 1181 of 2 July 1993 and R. 1604 of 27 August 1993 (hereinafter referred to as the "Former Agreement"), as amended and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 20, inclusive, 22 to 29, inclusive, 31 to 38, inclusive, and the schedules of the Former Agreement (as amended and re-enacted from time to time) shall apply to employers and employees.

5. SECTION 3: DEFINITIONS

(1) Insert the following at the commencement of this section:

"Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, Transvaal, Natal and the Orange Free State shall be deemed to be the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993)".

(2) Substitute the following for the existing definitions of Regions A, B, C, D, E and F:

"**'Region A'** means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council) P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"**'Region B'** means the Magisterial Districts of Albert, Aliwal North, Barkly East, Catchart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 13162, Vincent, 5217, or Room 419, Fourth Floor, Gayton House, 19 Manchester Road, Chiselhurst, East London, 5247;

"**'Region C'** means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Fifth Floor, Perm Building, Bay Passage Entrance, 343 Smith Street, Durban, 4001;

3. SPESIALE BEPALINGS

Die bepalings vervat in klousules 21 en 30 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 928 van 27 Maart 1992, soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 2831 van 9 Oktober 1992, R. 3116 van 13 November 1992, R. 1181 van 2 Julie 1993 en R. 1604 van 27 Augustus 1993 (hierna die "vorige Ooreenkoms" genoem), soos van tyd tot tyd gewysig en herbekragtig, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 20, 22 tot en met 29, 31 tot en met 38 en die bylaes van die vorige Ooreenkoms (soos van tyd tot tyd gewysig en herbekragtig) is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3: WOORDOMSKRYWING

(1) Voeg die volgende in aan die begin van hierdie klousule:

"Enige verwysing in hierdie Ooreenkoms na die Republiek van Suid-Afrika en/of die provinsies die Kaap die Goeie Hoop, Transvaal, Natal en die Oranje-Vrystaat word geag die landdrostdistrikte van daardie gebiede en/of provinsies te wees soos hulle bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993)."

(2) Vervang die bestaande woordoms krywing van Streke A, B, C, D, E en F deur die volgende:

"**'Streek A'** die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, George, Goodwood, Heidelberg (KP), Hermanus, Hopefield (KP), Knysna, Kuilsrivier, Ladismith (KP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Mosselbaai, Namakwaland, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001;

"**'Streek B'** die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Catchart, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Oos-Londen, Queenstown, Sterkstroom, Stutterheim, Tarkastad en Wodehouse, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 13162, Vincent, 5217, of Kamer 419, Vierde Verdieping, Gayton-gebou, Manchesterweg 19, Chiselhurst, Oos-Londen, 5247;

"**'Streek C'** die provinsie Natal, en vir die doeleindes van hierdie bepaalde gebied is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Vyfde Verdieping, Perm-gebou, Bay Passage Ingang, Smithstraat 343, Durban, 4001;

'Region D' means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, and Willowmore, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, North End, 6056, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

'Region E' means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or Engineering Industrial Council House, 5 Andrea Road, Reuven, Booyens, Johannesburg, 2091.

'Region F' means the Province of the Orange Free State, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Douglas, Gordonias, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Offices 39-41, Shoprite Centre, corner of Arrarat and Heeren Streets, Welkom, 9459.

6. CLAUSE 6: STAND-BY DUTIES AND CALL OUTS

In clause 6.1 "Stand-by duties" —

- in paragraph (a), substitute the expression "R10,55" for the expression "R9,68";
- in paragraph (b), substitute the expression "R15,83" for the expression "R14,52"; and
- in paragraph (c), substitute the expression "R21,10" for the expression "R19,36".

7. SECTION 12: SHORT TIME

Substitute the following for the existing subsection (2):

"(2) Short shifts worked whilst working short time shall count as shifts actually worked. Employees working 27 hours or more spread over three or four days and employees on a three-shift system working three or four shifts per week shall be credited with one additional shift over and above those shifts actually worked for the purposes of the paid leave referred to in this section."

8. SECTION 17: PAID SICK LEAVE

(1) Substitute the expression "Compensation for Occupational Injuries and Diseases Act, 1993;" for the expression "Workmen's Compensation Act, 1944;" wherever it occurs in this section.

(2) Substitute the expression "Compensation Commissioner" for the expression "Workmen's Compensation Commissioner" wherever it occurs in this section.

9. SECTION 18: INJURY ON DUTY ALLOWANCE

Substitute the expression "Compensation for Occupational Injuries and Diseases Act, 1993," for the expression "Workmen's Compensation Act, 1941," wherever it occurs in this section.

'Streek D' die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (KP), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (KP), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, en Willowmore, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Noord-Einde, 6056, of Eerste Verdieping, Pearsonstraat 30, Sentraal, Port Elizabeth, 6001;

'Streek E' die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of Engineering Industrial Council-gebou, Andreaweg 5, Reuven, Booyens, Johannesburg, 2091.

'Streek F' die provinsie die Oranje-Vrystaat, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Douglas, Gordonias, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Kantore 39-41, Shoprite-sentrum, hoek van Arrarat- en Heerenstraat, Welkom, 9459."

6. KLOUSULE 6: GEREEDHEIDSDIENSTE EN UITROEPING

In klausule 6.1 "Gereedheidsdienste" —

- in paragraaf (a), vervang die uitdrukking "R9,68" deur die uitdrukking "R10,55";
- in paragraaf (b), vervang die uitdrukking "R14,52" deur die uitdrukking "R15,83"; en
- in paragraaf (c), vervang die uitdrukking "R19,36" deur die uitdrukking "R21,10".

7. KLOUSULE 12: KORTTYDWERK

Vervang die bestaande subklausule (2) deur die volgende:

"(2) Kort skofte gewerk terwyl korttyd gewerk word, moet tel as skofte wat werklik gewerk is. Vir die doeleindes van die verlot met besoldiging in hierdie klausule bedoel, moet werknemers wat 27 uur of langer werk, versprei oor drie of vier dae, en werknemers op 'n drieskofstelsel wat drie of vier skofte per week werk, bo en behalwe die skofte wat werklik gewerk is, met een bykomende skof gekrediteer word."

8. KLOUSULE 17: SIEKTEVERLOF MET BESOLDIGING

(1) Vervang die uitdrukking "Ongevallewet, 1944" deur die uitdrukking "Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993", waar dit ook al in hierdie klausule voorkom.

(2) Vervang die uitdrukking "Ongevallekommissaris" deur die uitdrukking "Vergoedingskommissaris", waar dit ook al in hierdie klausule voorkom.

9. KLOUSULE 18: TOELAE VIR BESERING OP DIENS

Vervang die uitdrukking "Ongevallewet, 1941" deur die uitdrukking "Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993", waar dit ook al in hierdie klausule voorkom.

10. SECTION 19: INJURY ON DUTY: INSURANCE COVER FOR EMPLOYEES NOT COVERED BY WORKMEN'S COMPENSATION ACT

Delete this section.

11. CLAUSE 20: ALLOWANCES

- (1) Substitute the following for paragraph (c):

"(c) *Subsistence*: Where an employee is required to live away from his usual place of domicile, hotel accommodation shall be provided. Alternatively, by mutual consent, a subsistence allowance of R76,17 per day shall be payable."

- (2) Substitute the following for paragraph (d):

"(d) *Out-of-pocket expenses*: Employers shall pay an amount of R7,00 per day to employees to compensate them for additional non-recoverable expenses incurred in living away from their usual place of domicile. This amount shall be payable irrespective of whether or not the employer pays full accommodation and board and lodging."

12. SECTION 34: TECHNOLOGICAL CHANGES

Substitute the following for the existing section 34:

"(1) If during the currency of the Agreement representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technological changes introduced subsequent to the date of coming into force of this Agreement, such representations shall be considered at the first ensuing meeting of the Council, which shall decide whether the conditions shall be amended or whether circumstances warrant an exemption being granted so as to authorise the application of more appropriate conditions or whether the conditions applicable under the Agreement shall apply to such work without modification.

(2) Where an employer intends introducing new technology that will affect the work of employees the employer shall, as soon as possible, discuss the matter with the party trade unions representing these employees. These discussions shall include the need for any training that may be required by the employees relating to such new technology. In addition, where such new technology may have adverse employment implications the security of employment provisions of this Agreement (section 35) shall be observed."

13. CLAUSE 37: WAGES

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

"(1) No employer shall pay to any employee engaged on work classified in the Schedules to this Agreement wages lower than those stipulated and no employee shall accept wages lower than those stipulated, namely:

- (a) In Wage Group 1: R20,66 per hour.
In Wage Group 2: R15,17 per hour.
In Wage Group 3: R9,67 per hour.
In Wage Group 4: R7,84 per hour.

- (b) Apprentices:

First year: R7,23 per hour.
Second year: R8,26 per hour.
Third year: R10,34 per hour.
Fourth year: R16,52 per hour"

10. KLOUSULE 19: BESERINGS OP DIENS: ASSURANSIEDEKKING VIR WERKNEMERS BUITE DIE BESTEK VAN DIE ONGEVALLEWET

Skrap hierdie klousule.

11. KLOUSULE 20: TOELAES

- (1) Vervang paragraaf (c) deur die volgende:

"(c) *Verblyf*: Wanneer daar van 'n werknemer vereis word om op 'n ander plek as sy gewone woonplek te woon, moet hotelakkommodasie verskaf word. Anders, met wedersydse toestemming, is 'n verblyftoelae van R76,17 per dag betaalbaar."

- (2) Vervang paragraaf (d) deur die volgende:

"(d) *Persoonlike uitgawes*: Werkgewers moet 'n bedrag van R7,00 per dag aan werknemers betaal om hulle te vergoed vir bykomende nie-verhaalbare uitgawes aangegaan tydens hulle verblyf weg van hulle gewone woonplek. Hierdie bedrag is betaalbaar ongeag of die werkgever die koste van akkommodasie en etes ten volle betaal al dan nie."

12. KLOUSULE 34: TEGNOLOGIESE VERANDERING

Vervang die bestaande klousule 34 deur die volgende:

"(1) Indien daar gedurende die geldigheidstermyn van hierdie Ooreenkoms te eniger tyd vertoë tot die Raad gerig word dat 'n posomskriving ten opsigte van die verrigting van enige werk ongeskik is as gevolg van tegnologiese veranderinge wat na die datum van inwerkingtreding van hierdie Ooreenkoms ingevoer is, moet sodanige vertoë op die eersvolgende vergadering van die Raad oorweeg word en moet die Raad besluit of die voorwaardes gewysig moet word en of omstandighede dit regverdig dat vrystelling verleen word ten einde die toepassing van geskikter voorwaardes te magtig en of die voorwaardes wat ingevolge hierdie Ooreenkoms van toepassing is, sonder wysiging op sodanige werk toegepas moet word.

(2) Waar 'n werkgever van voorneme is om nuwe tegnologie in bedryf te stel wat die werk van werknemers sal raak, moet die werkgever die saak so spoedig moontlik bespreek met die partyvakunies wat hierdie werknemers verteenwoordig. Hierdie samesprekings moet insluit die behoefte aan enige opleiding wat vir die werkers nodig mag wees ten opsigte van sodanige nuwe tegnologie. Verder moet die bepalinge ten opsigte van werksekeriteit van hierdie Ooreenkoms (klousule 35) nagekom word waar sodanige nuwe tegnologie enige nadelige implikasies vir indiensneming het."

13. KLOUSULE 37: LONE

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

"(1) Geen werkgever mag aan 'n werknemer wat werk verrig wat in die Bylaes van hierdie Ooreenkoms ingedeel is, laer lone betaal nie as dié wat voorgeskryf is, en geen werknemer mag laer lone aanvaar nie as dié wat voorgeskryf is, naamlik:

- (a) In Loongroep 1: R20,66 per uur.
In Loongroep 2: R15,17 per uur.
In Loongroep 3: R9,67 per uur.
In Loongroep 4: R7,84 per uur.

- (b) Vakleerlinge:

Eerste jaar: R7,23 per uur.
Tweede jaar: R8,26 per uur.
Derde jaar: R10,34 per uur.
Vierde jaar: R16,52 per uur"

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

"(2) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date, plus an additional amount for his wage group as follows:

Class of work	Amount per hour
	c
(a) Wage Group 1 employees.....	188
Wage Group 2 employees.....	138
Wage Group 3 employees.....	88
Wage Group 4 employees.....	71
(b) Apprentices:	
First year	66
Second year	75
Third year	94
Fourth year	150

OR

9% of the actual hourly rate of pay he was receiving on 30 June 1994, whichever additional amount is the greater:

Provided that—

- (i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase granted to such employee on or subsequent to 1 July 1994:

Provided further that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1994 shall be remunerated by the payment of an amount within 16 weeks after the date of coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work as prescribed above	less, if any,	if	amount per hour of any increase granted to the employee on or after 1 July 1994,
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multiplied by the number of hours for which the employee concerned was entitled to payment of his wage for the period from the start of the first shift on or after 1 July 1994 to the first shift for which the amount per hour of the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later;

- (ii) any employee who was engaged after 1 July 1994 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;
- (iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work was awarded on or subsequent to 1 July 1994 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

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

"(2) Aan elke werknemer wat by die inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgever in diens is en ongeag of sy werklike tarief van besoldiging onmiddellik voor vermelde datum hoër was as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, minstens die werklike tarief van besoldiging betaal word wat hy onmiddellik voor vermelde datum ontvang het, plus die volgende bykomende bedrag vir sy loongroep:

Klas werk	Bedrag per uur
	c
(a) Werknemers, Loongroep 1.....	188
Werknemers, Loongroep 2.....	138
Werknemers, Loongroep 3.....	88
Werknemers, Loongroep 4.....	71
(b) Vakleerlinge:	
Eerste jaar	66
Tweede jaar.....	75
Derde jaar	94
Vierde jaar	150

OF

9% van die werklike uurloon wat hy op 30 Junie 1994 ontvang het, welke bykomende bedrag ook al die grootste is:

Met dien verstande dat—

- (i) die bykomende bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk verminder kan word met die bedrag van enige verhoging wat op of na 1 Julie 1994 aan sodanige werknemer toegestaan is:

Met dien verstande voorts dat 'n werknemer aan wie geen verhoging of slegs 'n gedeelte van die voorgeskrewe verhoging op of na 1 Julie 1994 toegestaan is, besoldig moet word deur binne 16 weke na die datum van inwerkingtreding van hierdie Ooreenkoms aan hom 'n bedrag te betaal, bereken op die grondslag hieronder uiteengesit:

Bedrag per uur vir die werknemer se klas werk soos hierbo voorgeskryf	minus, waar van toepassing,	bedrag per uur van enige verhoging op of na 1 Julie 1994 aan die werknemer toegestaan,
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vermenigvuldig met die getal ure waarvoor die betrokke werknemer geregtig was op betaling van sy loon vir die tydperk vanaf die begin van die eerste skof op of na 1 Julie 1994 tot die eerste skof waarvoor die bedrag per uur vir die werknemer se klas werk soos hierbo voorgeskryf, betaal word, of die datum van inwerkingtreding van hierdie Ooreenkoms, watter ook al die jongste datum is;

- (ii) 'n werknemer wat na 1 Julie 1994 in diens geneem is teen 'n tarief van besoldiging van minstens die tarief van besoldiging wat vir sy klas werk by die inwerkingtreding van hierdie Ooreenkoms voorgeskryf word, nie geregtig is op die ontvangs van die bykomende bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;
- (iii) 'n werkgever nie die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1994 toegestaan is wat hoër is as die bykomende bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word, mag verminder nie, en dat aan geen werknemer 'n loon teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

- (iv) an employer who intends to grant increases to all employees or to a particular category of employees in excess of the guaranteed personal minimum increases provided for above at the effective commencement date of this Agreement shall consult the trade unions of which the particular employees concerned are members.

Where an employer, following such consultation, grants such increases over and above those provided for in this Agreement, the Industrial Council shall be notified of the increases granted."

14. SCHEDULES TO THE AGREEMENT

(1) SCHEDULE B: MAINTENANCE OF LIFT AND/OR ESCALATORS (nes):

Substitute the expression "Occupational Health and Safety Act, 1993" for the expression "Machinery and Occupational Safety Act, 1983" where it occurs in item B1 of this schedule.

(2) SCHEDULE C: REPAIR OF LIFTS AND/OR ESCALATORS (nes):

Substitute the expression "Occupational Health and Safety Act, 1993," for the expression "Machinery and Occupational Safety Act, 1983," where it occurs in item C1 of this schedule.

Signed at Johannesburg, for and on behalf of the parties, this 14th day of September 1994.

B. NICHOLSON,
Chairman.

B. ANGUS,
Member.

D. G. LEVY,
General Secretary.

- (iv) 'n werkgever wat voornemens is om op die effektiewe datum van inwerkingtreding van hierdie Ooreenkoms aan alle werknemers of aan 'n spesifieke kategorie werknemers verhogings toe te staan hoër as die gewaarborgde persoonlike minimum verhogings hierbo bepaal, met die vakverenigings waarvan die betrokke werknemers lede is, oorleg moet pleeg.

Waar 'n werkgever na sodanige oorlegpleging sodanige verhogings toestaan bo en behalwe die by hierdie Ooreenkoms bepaal, moet die Nywerheidsraad van die toegestane verhogings verwittig word."

14. BYLAES VAN DIE OOREENKOMS

(1) BYLAE B: ONDERHOUD VAN HYSERS EN/OF ROLTRAPPE (nev):

Vervang die uitdrukking "Wet op Masjinerie en Beroepsveiligheid, 1983" deur die uitdrukking "Wet op Beroepsgesondheid en -Veiligheid, 1993" waar dit ook al in item B1 van die Bylae voorkom.

(2) BYLAE C: HERSTEL VAN HYSERS EN/OF ROLTRAPPE (nev):

Vervang die uitdrukking "Wet op Masjinerie en Beroepsveiligheid, 1983," deur die uitdrukking "Wet op Beroepsgesondheid en -Veiligheid, 1993," waar dit ook al in item C1 van die Bylae voorkom.

Geteken namens die partye op hede die 14de dag van September 1994, te Johannesburg.

B. NICHOLSON,
Voorsitter.

B. ANGUS,
Lid.

D. G. LEVY,
Hoofsekretaris.

No. R. 2023

25 November 1994

LABOUR RELATIONS ACT, 1956

CIVIL ENGINEERING INDUSTRY: AMENDMENT OF ORDER

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 51A (4) (a) (ii) of the Labour Relations Act, 1956, amend the Order for the Civil Engineering Industry, published under Government Notice No. R. 2462 of 19 November 1982, as amended by Government Notices Nos. R. 1258 of 17 June 1983, R. 583 of 30 March 1984, R. 1870 of 24 August 1984, R. 403 of 22 February 1985, R. 1988 of 6 September 1985, R. 381 of 28 February 1986, R. 445 of 6 March 1987, R. 1837 of 28 August 1987, R. 369 of 4 March 1988, R. 1784 of 2 September 1988, R. 555 of 31 March 1989, R. 1863 of 1 September 1989, R. 2069 of 31 August 1990, R. 2121 of 30 August 1991, R. 326 of 31 January 1992, R. 2507 of 4 September 1992, R. 1729 of 10 September 1993, R. 796 of 22 April 1994 and R. 937 of 7 May 1994 in accordance with the Schedule hereto and fix the date of publication of this notice as the date from which the said amendment shall be binding.

T. T. MBOWENI,
Minister of Labour.

No. R. 2023

25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

SIVIELE INGENIEURSNIYWERHEID: WYSIGING VAN ORDER

Ek, Tito Titus Mboweni, Minister van Arbeid, wysig hierby, kragtens artikel 51A (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, die Order vir die Siviele Ingenieursnywerheid gepubliseer by Goewermmentskennigsewing No. R. 2462 van 19 November 1982, soos gewysig by Goewermmentskennigsewings Nos. R. 1258 van 17 Junie 1983, R. 583 van 30 Maart 1984, R. 1870 van 24 Augustus 1984, R. 403 van 22 Februarie 1985, R. 1988 van 6 September 1985, R. 381 van 28 Februarie 1986, R. 445 van 6 Maart 1987, R. 1837 van 28 Augustus 1987, R. 369 van 4 Maart 1988, R. 1784 van 2 September 1988, R. 555 van 31 Maart 1989, R. 1863 van 1 September 1989, R. 2069 van 31 Augustus 1990, R. 2121 van 30 Augustus 1991, R. 326 van 31 Januarie 1992, R. 2507 van 4 September 1992, R. 1729 van 10 September 1993, R. 796 van 22 April 1994 en R. 937 van 7 Mei 1994 ooreenkomstig die Bylae hiervan en bepaal die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

T. T. MBOWENI,
Minister van Arbeid.

SCHEDULE

1. Substitute the following for clause 3.1.1: Schedule of minimum wages for watchman and all other employees:

PWV			NORTH WEST			
			Column 1		Column 2	
The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom			The Magisterial Districts of Klerksdorp and Potchefstroom		The Magisterial Districts of Bloemhof, Brits, Christiana, Coligny, Delareyville, Koster, Lichtenburg, Marico, Rustenburg, Schweizer-Reneke, Swart-ruggens, Ventersdorp, Vryberg, Wolmaransstad and Rem of the Province	
Increases for employees with more than six months service earning between the following rates:			c/h		c/h	
	w.e.f. date of publication	w.e.f. 6/3/95	A	B	A	B
	c/h	c/h	486	507	326	338
466-499	36	15				
500-599	39	16				
600-699	45	19				
700-799	45	19				
800-899	49	21				
900 and above	55	23				
NOTE: Contractors who are based in the PWV region operating contracts in the OFS, North West, Northern Transvaal and Eastern Transvaal will apply the PWV negotiated increases to the contracts as a whole with the exception of employees earning below the PWV minimum wage. This does not apply to PWV contractors operating from well established regional offices.						
EMPLOYEES WITH LESS THAN SIX MONTHS SERVICE AS AT THE DATE OF PUBLICATION						
		c/h				
	A	B				
Min wage	486	507				
		R/Week				
	A	B				
Watchmen	249,93	264,92	A	B	A	B
			249,93	264,92	166,80	176,80

COLUMN A: EFFECTIVE FROM DATE OF PUBLICATION

COLUMN B: EFFECTIVE FROM MONDAY, 6 MARCH 1995

EASTERN TRANSSAAL			NORTHERN TRANSSAAL		
Column 1	Column 2	Column 3	Column 1		
The Magisterial Districts of Balfour, Bethal, Highveld Ridge, Middelburg, Standerton and Witbank	The Magisterial Districts of Nelspruit, Pilgrim's Rest and Witrivier	The Magisterial Districts of Amersfoort, Barberton, Belfast, Carolina, Delmas, Ermelo, Groblersdal, Lydenburg, Moutse, Piet Retief, Volksrust, Wakkerstroom, Waterval Boven and Rem of the Province	The Magisterial Districts of Ellis-ras, Letaba, Messina, Phala-borwa, Pietersburg, Pot-gietersrus, Soutpansberg, Thabazimbi, Warmbad, Water-berg and Rem of the Province		
c/h	c/h	c/h	c/h		
A B	A B	A B	A B		
Min wage	486 507	265 275	326 338	326 338	326 338
R/week	R/week	R/week	R/week		
A B	A B	A B	A B		
Watchmen	249,93 264,92	135,69 143,83	166,80 176,80	166,80 176,80	166,80 176,80

COLUMN A: EFFECTIVE FROM DATE OF PUBLICATION

COLUMN B: EFFECTIVE FROM MONDAY, 6 MARCH 1995

ORANGE FREE STATE

Column 1	Column 2	
The Magisterial Districts of Bloemfontein, Odendaalsrus, Sasolburg Virginia and Welkom	The Magisterial Districts of Bethlehem, Bethulie, Boshof, Bothaville, Botshabelo, Brandfort, Bultfontein, Clocolan, Dewetsdorp, Edenburg, Excelsior, Fauresmith, Ficksburg, Fouriesburg, Frankfort, Harrismith, Heilbron, Hennenman, Hoopstad, Jacobsdal, Jagersfontein, Koffiefontein, Koppies, Kroonstad, Ladybrand, Lindley, Marquard, Parys, Petrusburg, Philippolis, Reddersburg, Reitz, Rouxville, Senekal, Smithfield, Theunissen, Trompsburg, Ventersburg, Viljoenskroon, Vrede, Vrededorf, Wepener, Wesselsbron, Winburg, Zastron and Rem of Province	
	A	B
Min wages	436	453
	A	B
Watchmen	223,11	236,49

COLUMN A: EFFECTIVE FROM DATE OF PUBLICATION

COLUMN B: EFFECTIVE FROM MONDAY, 6 MARCH 1995

WESTERN CAPE

Column 1	Column 2	Column 3
The Magisterial Districts of Bellville, Cape, Goodwood, Hopefield, Kuils River, Malmesbury, Moorreesburg, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, Vredenburg, Wellington, Worcester, Wynberg and Mitchells Plain	The Magisterial Districts of Bredasdorp, Caledon, George, Heidelberg, Hermanus, Montagu, Mossel Bay, Piketberg, Riversdale, Robertson, Swellendam and Tulbagh	The Magisterial Districts of Beaufort West, Calitzdorp, Ceres, Clanwilliam, Knysna, Ladismith, Laingsburg, Murraysburg, Oudtshoorn, Prince Albert, Uniondale, Vanrhynsdorp, Vredendal and the Remainder of the Province
	A	B
Min wage	498	517
INCREASES FOR EMPLOYEES EARNING BETWEEN THE FOLLOWING RATES:		
	w.e.f. date of publication	w.e.f. 6/3/95
	c/h	c/h
466-499	32	19
500-599	35	21
600-699	38	23
700-799	41	25
800-899	44	27
900 and above	47	29
	A	B
Watchmen	249,93	264,92

COLUMN A: EFFECTIVE FROM DATE OF PUBLICATION

COLUMN B: EFFECTIVE FROM MONDAY, 6 MARCH 1995

EASTERN CAPE

	Column 1	Column 2
	The Magisterial Districts of East London, King William's Town, Port Elizabeth and Uitenhage	The Magisterial Districts of Aberdeen, Adelaide, Albany, Albert, Alexandria Aliwal North, Barkly East, Bathurst, Bedford, Cathcart, Cradock, Elliot, Fort Beaufort Graaff-Reinet, Hankey, Hofmeyer, Humansdorp, Indwe, Jansenville, Joubertina, Kirkwood, Komga, Lady Grey, Maclear, Middelburg, Molteno, Pearston, Queenstown, Somerset East, Sterkstroom, Steyler-ville, Steynsburg, Stutterheim, Tarka, Ventersstad, Willowmore, Wodehouse and Rem of the Province
	c/h	c/h
Min wage	A 476	B 340
	B 496	B 364
	R/week	R/week
Watchmen	A 238,68	A 166,80
	B 253,00	B 176,80

COLUMN A: EFFECTIVE FROM DATE OF PUBLICATION

COLUMN B: EFFECTIVE FROM MONDAY, 6 MARCH 1995

NORTHERN CAPE		
	Column 1	Column 2
	The Magisterial District of Kimberley	The Magisterial Districts of Barkly West, Britstown, Calvinia, Carnarvon, Colesburg, De Aar, Fraserburg, Gordinia, Hanover, Hartswater, Hay, Herbert, Hopetown, Houpoort, Kenhardt, Kuruman, Namakwaland, Philipstown, Postmasburg, Prieska, Richmond, Sutherland, Victoria West and Rem. of the Province
	c/h	c/h
Min wage	A 334 B 347	A 329 B 348
	R/week	R/week
Watchmen	A 171,09 B 181,35	A 166,80 B 176,80

COLUMN A: EFFECTIVE FROM DATE OF PUBLICATION

COLUMN B: EFFECTIVE FROM MONDAY, 6 MARCH 1995

KWAZULU/NATAL		
	Column 1	Column 2
	The Magisterial Districts of Camperdown, Chatsworth, Dundee, Durban, Empangeni, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone, Richardsbaai and Umzinto	The Magisterial Districts of Alfred, Babanango, Bergville, Dannhauser, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Ixopo, Kranskop, Lions River, Mooi River, Mount Currie, Mtonjaneni, New Hanover, Ngotshe, Paulpietersburg, Polela, Richmond, Ubombo, Umvoti, Underberg, Utrecht, Vryheid, Weenen and Rem of the Province
	c/h	c/h
Min wage	A 486 B 507	A 338 B 353
	R/week	R/week
Watchmen	A 249,93 B 264,92	A 173,77 B 184,19

COLUMN A: EFFECTIVE FROM DATE OF PUBLICATION

COLUMN B: EFFECTIVE FROM MONDAY, 6 MARCH 1995

BYLAE

1. Vervang die volgende klousule vir Klousule 3.1.1: Klousule vir minimum lone vir nagman en alle ander werknemers:

PWV			NOORDWES	
			Kolom 1	Kolom 2
Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom			Die landdrosdistrikte Klerksdorp en Potchefstroom	Die landdrosdistrikte Bloemhof, Brits, Coligny, Delareyville, Koster, Lichtenburg, Marico, Rustenburg, Schweizer-Reneke, Swaruggens, Ventersdorp, Vryberg, Wolmaransstad en die res van die provinsie
Verhogings vir werknemers met meer as ses maande diens wat op 1/9/94 tussen die volgende skale verdien:				
	vanaf datum van publikasie	vanaf 6/3/95	s/u	s/u
	s/u	s/u	A 486 B 507	A 326 B 338
466-499	36	15		
500-599	39	16		
600-699	45	19		
700-799	45	19		
800-899	49	21		
900 en hoër	55	23		
BELANGRIK: Aannemers wie se tuiste in die PWV gebied is en aan kontrakte in die OVS, Noord-Wes, Noord-Transvaal en Oos-Transvaal werk moet die verhogings wat in die PWV gebied onderhandel was toepas op alle kontrakte met die uitsondering van werknemers wat minder as die minimum loon wat van toepassing in die PWV gebied is verdien				

PWV	NOORDWES	
	Kolom 1	Kolom 2
Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom	Die landdrosdistrikte Klerksdorp en Potchefstroom	Die landdrosdistrikte Bloemhof, Brits, Coligny, Delareyville, Koster, Lichtenburg, Marico, Rustenburg, Schweizer-Reneke, Swaruggens, Ventersdorp, Vryberg, Wolmaransstad en die res van die provinsie
WERKNEMERS MET MINDER AS SES MAANDE DIENS OP 4/9/94:		
	s/u	
	A	B
Minimum loon.....	486	507
	R/Week	
	A	B
Sekuriteitswag.....	249,93	264,92
	A	B
	249,93	264,92
	A	B
	166,80	176,80

KOLOM A: TREE IN WERKING VANAF DATUM VAN PUBLIKASIE

KOLOM B: TREE IN WERKING VANAF MAANDAG, 6 MAART 1995

OOS-TRANSVAAL		NOORD-TRANSVAAL	
Kolom 1	Kolom 2	Kolom 3	Kolom 1
Die landdrosdistrikte Balfour, Bethal Hoëveldhoogte, Middelburg, Standerton en Witbank	Die landdrosdistrikte Nelspruit, Pelgrimsrus en Witrivier	Die landdrosdistrikte Amersfoort, Barberton, Belfast, Carolina, Delmas, Ermelo, Groblersdal, Lydenburg, Moutse, Piet Retief, Volksrust, Wakkerstroom, Waterval Boven en res van provinsie	Die landdrosdistrikte Ellisras, Letaba, Messina, Phalaborwa, Pietersburg, Potgietersrus, Soutpansberg, Thabazimbi, Warmbad, Waterberg en res van provinsie
	s/u	s/u	s/u
A	A	A	A
B	B	B	B
Minimum loon.....	486 507	265 275	326 338
	R/week	R/week	R/week
A	A	A	A
B	B	B	B
Sekuriteitswag.....	249,93 264,92	135,69 143,83	166,80 176,80

KOLOM A: TREE IN WERKING VANAF DATUM VAN PUBLIKASIE

KOLOM B: TREE IN WERKING VANAF MAANDAG, 6 MAART 1995

ORANJE-VRYSTAAT	
Kolom 1	Kolom 2
Die landdrosdistrikte Bloemfontein, Odendaalsrus, Sasolburg Virginia en Welkom	Die landdrosdistrikte Bethlehem, Bethulie, Boshof, Bothaville, Botshabelo, Brandfort, Bultfontein, Clocolan, Dewetsdorp, Edenburg, Excelsior, Fauresmith, Ficksburg, Fouriesburg, Frankfort, Harrismith, Heilbron, Hennenman, Hoopstad, Jacobsdal, Jagersfontein, Koffietein, Koppies, Kroonstad, Ladybrand, Lindley, Parys, Petrusburg, Philippolis, Reddersburg, Reitz, Rouxville, Marquard, Senekal, Smithfield, Theunissen, Trompsburg, Ventersburg, Viljoenskroon, Vrede, Vrededorf, Wepener, Wesselsbron, Winburg, Zastron en res van Provinsie
	s/u
A	A
B	B
Minimum loon.....	436 453
	R/week
A	A
B	B
Sekuriteitswag.....	223,11 236,49
	R/week
	A
	B
	166,80 176,80

KOLOM A: TREE IN WERKING VANAF DATUM VAN PUBLIKASIE

KOLOM B: TREE IN WERKING VANAF MAANDAG, 6 MAART 1995

WES-KAAP

Kolom 1	Kolom 2		Kolom 3	
Die landdrosdistrikte Bellville, Kaap, Goodwood, Hopefield, Kuilsrivier, Malmesbury, Moorreesburg, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Strand, Vredenburg, Wellington, Worcester, Wynberg en Mitchells Plain	Die landdrosdistrikte Bredasdorp, Caledon, George, Heidelberg, Hermanus, Montagu, Mosselbaai, Piketberg, Riversdale, Robertson, Swellendam en Tulbagh		Die landdrosdistrikte Beaufort-Wes, Calitzdorp, Ceres, Clanwilliam, Knysna, Ladismith, Laingsburg, Murraysburg, Oudtshoorn, Prins Albert, Uniondale, Vanrhynsdorp, Vredendal en res van die provinsie	
	s/u		s/u	
	A	B	A	B
Minimum loon	498	517	337	357
VERHOOGINGS VIR WERKNEMERS WIE SE VERDIENSTE TUSSEN DIE VOLGENDE SKALE VAL:				
	Vanaf datum van publikasie		Vanaf 6/3/95	
	s/u	s/u		
466-499	32	19		
500-599	35	21		
600-699	38	23		
700-799	41	25		
800-899	44	27		
900 en hoër	47	29		
	R/week		R/week	
	A	B	A	B
Sekuriteitswag	249,93	264,92	211,86	224,57
			166,80	176,80

KOLOM A: TREE IN WERKING VANAF DATUM VAN PUBLIKASIE

KOLOM B: TREE IN WERKING VANAF MAANDAG, 6 MAART 1995

OOS-KAAP

	Kolom 1	Kolom 2
	Die landdrosdistrikte Oos-Londen, King William's Town, Port Elizabeth en Uitenhage	Die landdrosdistrikte van Aberdeen, Adelaide, Albany, Albert, Alexandra, Aliwal-Noord, Barkly East, Bathurst, Bedford, Cathcart, Cradock, Elliot, Fort Beaufort, Graaff-Reinet, Hankey, Hofmeyer, Humansdorp, Indwe, Jansenville, Joubertina, Kirkwood, Komga, Lady Grey, Maclear, Middelburg, Molteno, Pearston, Queenstown, Somerset-Oos, Sterkstroom, Steytlierville, Steynsburg, Stutterheim, Tarka, Venterstad, Willowmore, Wodehouse en die res van die provinsie
	s/h	s/h
	A	B
Min loon	476	496
	R/week	R/week
	A	B
Sekuriteitswag	238,68	253,00
		166,80
		176,80

KOLOM A: TREE IN WERKING VANAF DATUM VAN PUBLIKASIE

KOLOM B: TREE IN WERKING VANAF MAANDAG, 6 MAART 1995

NOORD-KAAP

	Kolom 1	Kolom 2
	Die landdrosdistrik Kimberley	Die landdrosdistrikte Barkly-Wes, Britstown, Calvinia, Carnarvon, Colesburg, De Aar, Fraserburg, Gordinia, Hanover, Hartswater, Hay, Herbert, Hopetown, Houpoort, Kenhardt, Kuruman, Namaqualand, Philipstown, Postmasburg, Prieska, Richmond, Sutherland, Victoria-Wes en die res van die provinsie
	s/h	s/h
	A	B
Min loon	334	347
	R/week	R/week
	A	B
Sekuriteitswag	171,09	181,35
		166,80
		176,80

KOLOM A: TREE IN WERKING VANAF DATUM VAN PUBLIKASIE

KOLOM B: TREE IN WERKING VANAF MAANDAG, 6 MAART 1995

KWAZULU/NATAL

	Kolom 1	Kolom 2
	Die landdrosdistrikte Camperdown, Chatsworth, Dundee, Durban, Empangeni, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone, Richardsbaai en Umzinto	Die landdrosdistrikte Alfred, Babanango, Bergville, Dannhauser, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Ixopo, Kranskop, Lions River, Mooirivier, Mount Currie, Mtonjaneni, New Hanover, Ngotshe, Paulpietersburg, Polela, Richmond, Ubombo, Umvoti, Underberg, Utrecht, Vryheid, Weenen en die res van die provinsie
Min loon	s/h A 486 B 507	s/h A 338 B 353
Sekuriteitswag	R/week A 249,93 B 264,92	R/week A 173,77 B 184,19

KOLOM A: TREE IN WERKING VANAF DATUM VAN PUBLIKASIE

KOLOM B: TREE IN WERKING VANAF MAANDAG, 6 MAART 1995

2. CLAUSE 5: HOURS OF WORK ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

In subclauses 5.1.1.1 and 5.1.2.1, substitute the expressions "60" deur "72", "12" for "14½" and "10" for "12".

2. KLOUSULE 5: WERKURE, GEWONE EN OORTYD- EN BETALING VIR OORTYDWERK

In subklousules 5.1.1.1 en 5.1.2.1, vervang die uitdrukkings "72" deur "60", "14½" deur "12" en "12" deur "10".

No. R. 2033 25 November 1994

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, NATAL: AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Tito Titus Mboweni, Minister of Labour, 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 1995, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

No. R. 2033 25 November 1994

WET OP ARBEIDSVIRHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL: WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIË

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigings-ooreenkoms 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 1995 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 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 gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

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

Metal and Electrical Workers' Union of South Africa

(hereinafter referred to as the "employees" or "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. 1430 of 15 July 1988, R. 1660 of 19 August 1988, R. 726 of 14 April 1989, R. 1528 of 14 July 1989, R. 2106 of 29 September 1989, R. 397 of 23 February 1990, R. 398 of 23 February 1990, R. 1321 of 15 June 1990, R. 2550 of 2 November 1990, R. 136 of 25 January 1991, R. 1636 of 12 July 1991, R. 2413 of 4 October 1991, R. 2589 of 1 November 1991, R. 1747 of 26 June 1992, R. 2115 of 24 July 1992, R. 2356 of 21 August 1992, R. 2075 of 5 November 1993, R. 2480 of 24 December 1993, R. 1173 of 1 July 1994 and R. 1229 of 15 July 1994.

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 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, as Natal and KwaZulu existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

(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.

BYLAE**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE
NYWERHEID (NATAL)****ELEKTROTEGNIESE AANNEMINGSEKSIE****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

Metal and Electrical Workers' Union of South Africa

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

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

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2748 van 11 Desember 1987 (hierna die "Herbektigtigingsooreenkoms" genoem), soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1430 van 15 Julie 1988, R. 1660 van 19 Augustus 1988, R. 726 van 14 April 1989, R. 1528 van 14 Julie 1989, R. 2106 van 29 September 1989, R. 397 van 23 Februarie 1990, R. 398 van 23 Februarie 1990, R. 1321 van 15 Junie 1990, R. 2550 van 2 November 1990, R. 136 van 25 Januarie 1991, R. 1636 van 12 Julie 1991, R. 2413 van 4 Oktober 1991, R. 2589 van 1 November 1991, R. 1747 van 26 Junie 1992, R. 2115 van 24 Julie 1992, R. 2356 van 21 Augustus 1992, R. 2075 van 5 November 1993, R. 2480 van 24 Desember 1993, R. 1173 van 1 Julie 1994 en R. 1229 van 15 Julie 1994.

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 die gebied wat binne die selfregerende gebied KwaZulu val, soos Natal en KwaZulu bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993).

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

(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 beskou, en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

PART II**2. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS**

Substitute the following for clause 4:

"With effect from 1 August 1994, no employer shall pay and no employee shall accept wages at rates lower than the following:

	Area A Per hour Cents	Area B Per hour Cents
Master installation electrician	2 011	1 709
Installation electrician	1 851	1 573
Electrical tester for single phase ...	1 690	1 436
Electrician, domestic appliance mechanic and other artisans	1 609	1 367
Elkonop 3	1 171	995
Elkonop 2	993	844
Elkonop 1	612	520
Domestic appliance repairer	755	642
Driver of vehicle, the unladen mass of which is—		
(a) up to 3 500 kg	673	572
(b) from 3 501 kg to 9 000 kg ...	795	677
(c) 9 001 kg and over	885	751
Labourer	528	447"

Signed at Durban as authorised, for and on behalf of the parties, this 2nd day of August 1994.

B. CARR,
Chairman of Council.

C. GREAGER,
Vice-Chairman of Council.

R. H. FIDLER,
Secretary of Council.

DEEL II**2. KLOUSULE 4: OPGAWE VAN LONE EN/OF VERDIENSTE**

Vervang klousule 4 deur die volgende:

"Met ingang van 1 Augustus 1994, mag geen laer lone as onderstaande deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie:

	Gebied A Per uur Sent	Gebied B Per uur Sent
Meesterinstallasie-elektrisiën	2 011	1 709
Installasie-elektrisiën	1 851	1 573
Elektriese toetser vir enkelfase	1 690	1 436
Elektrisiën, werktuigkundige vir huishoudelike toestelle en ander ambagsmanne	1 609	1 367
Elkonop 3	1 171	995
Elkonop 2	993	844
Elkonop 1	612	520
Hersteller vir huishoudelike toe- stelle	755	642
Drywer van 'n voertuig, waarvan die onbelaste massa—		
(a) hoogstens 3 500 kg is	673	572
(b) van 3 501 kg tot 9 000 kg ...	795	677
(c) 9 001 kg en meer is	885	751
Arbeider	528	447"

Soos gemagtig, vir en namens die partye by die Raad, op hede die 2de dag van Augustus 1994 te Durban onderteken.

B. CARR,
Voorsitter van die Raad.

C. GREAGER,
Ondervoorsitter van die Raad.

R. H. FIDLER,
Sekretaris van die Raad.

No. R. 2034 **25 November 1994**

LABOUR RELATIONS ACT, 1956**BUILDING INDUSTRY, EAST CAPE: EXTENSION OF MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 2380 of 27 September 1991, R. 2940 of 10 July 1992, R. 2654 of 18 September 1992, R. 2810 of 5 October 1992, R. 1655 of 3 September 1993 and R. 1774 of 24 September 1993, by a further period ending 31 December 1995.

T. T. MBOWENI,
Minister of Labour.

No. R. 2034 **25 November 1994**

WET OP ARBEIDSVERHOUDINGE, 1956**BOUNYWERHEID, OOS-KAAP: VERLENGING VAN HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 2380 van 27 September 1991, R. 1940 van 10 Julie 1992, R. 2654 van 18 September 1992, R. 2810 van 5 Oktober 1992, R. 1655 van 3 September 1993 en R. 1774 van 24 September 1993, met 'n verdere tydperk wat op 31 Desember 1995 eindig.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 2035 25 November 1994**LABOUR RELATIONS ACT, 1956****BUILDING INDUSTRY, EAST CAPE: AMENDMENT OF MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, 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 first Monday after the date of publication of this notice and for the period ending 31 December 1995, 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 organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) of Part I and Part II, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 December 1995, 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.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST CAPE
AGREEMENT**

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

Building Industries Association, East Cape,

**Electrical Contracting and Allied Industries Association
(Eastern Cape)**

and

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa,

**Amalgamated Union of Building Trade Workers of
South Africa,**

South African Electrical Workers' Association,

Metal and Electrical Workers Union of South Africa

and

Construction and Allied Workers' Union

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

No. R. 2035 25 November 1994**WET OP ARBEIDSVERHOUDINGE, 1956****BOUNYWERHEID, OOS-KAAP: WYSIGING VAN HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, 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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1995 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) van Deel I en Deel II, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1995 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.

T. T. MBOWENI,
Minister of Arbeid.

BYLAE

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-KAAP**

OOREENKOMS

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

Building Industries Association, East Cape,

**Electrical Contracting and Allied Industries Association
(Eastern Cape)**

en

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa,

**Amalgamated Union of Building Trade Workers of
South Africa,**

South African Electrical Workers' Association,

Metal and Electrical Workers Union of South Africa

en

Construction and Allied Workers' Union

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

being the parties to the Industrial Council for the Building Industry, East Cape,

to amend the Agreement published under Government Notice No. R. 2380 of 27 September 1991 (hereinafter referred to as the "Re-enacting Agreement"), as extended and amended by Government Notices Nos. R. 1940 of 10 July 1992, R. 2654 of 18 September 1992, R. 2810 of 5 October 1992, R. 1658 of 3 September 1993 and R. 1774 of 24 September 1993.

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers and employees who are members of the employers' organisations and the trade unions, respectively;
- (b) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown (excluding that portion which, prior to the publication of Government Notice No. 1904 of 30 August 1985, fell within the Magisterial District of Stockenström), Riversdale, Uitenhage, Uniondale, and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which, prior to the publication of Government Notice No. 1974 of 26 September 1980, fell within the Magisterial District of Hankey.

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

- (a) only apply to those classes of employees for whom wages are prescribed in this Agreement and to learners;
- (b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;
- (c) apply to labour-only contractors, working partners and working directors;
- (d) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;
- (e) not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff.

(3) Notwithstanding the provisions of section (1) (a), the provisions of clauses 15 (3), 27 and 40 of Part I of the Agreement published under Government Notice No. R. 2217 of 31 October 1980, as amended and re-enacted (hereinafter referred to as the Former Agreement), shall not apply in Areas B, C, D, E and F.

2. CLAUSE 8 OF PART I: WAGES

Substitute the following for subclause (1) (i) to (xvii):

"(1) *Minimum wage rates:* No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause;

Category of employee and area	Per hour R
(i) General employees:	
Area A	5,33
Area B	3,25
Area C	2,85
Area D	2,60
Area E	2,90
Area F	2,94

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Kaap,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennissgewing No. R. 2380 van 27 September 1991 (hierna die "Herbeksigtigingsooreenkoms" genoem), soos verleng en gewysig by Goewermentskennissgewings Nos. R. 1940 van 10 Julie 1992, R. 2654 van 18 September 1992, R. 2810 van 5 Oktober 1992, R. 1658 van 3 September 1993 en R. 1774 van 24 September 1993.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakvereniging;
- (b) in die landdrostdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennissgewing No. 1904 van 30 Augustus 1985, binne die landdrostdistrik Stockenström geval het), Riversdal, Uitenhage, Uniondale, en in die gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963, binne die landdrostdistrik Port Elizabeth, geval het, maar uitgesonderd die gedeelte van die landdrostdistrik Port Elizabeth wat voor die publikasie van Goewermentskennissgewing No. 1974 van 26 September 1980, binne die landdrostdistrik Hankey geval het.

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

- (a) van toepassing slegs op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlinge;
- (b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopvoeding, 1981, of met voorwaardes of kennissgewings wat daarkragtens voorgeskryf of bestel is nie;
- (c) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs;
- (d) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- (e) nie van toepassing op klerke of op werknemers wat administratiewe pligte verrig of op 'n lid van 'n administratiewe personeel nie.

(3) Ondanks subklousule (1) (a), is klousule 15 (3), 27 en 40 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennissgewing No. R. 2217 van 31 Oktober 1980, soos gewysig en herbekragtig (hierna die Vorige Ooreenkoms genoem), nie van toepassing in Gebiede B, C, D, E, en F nie.

2. KLOUSULE 8 VAN DEEL I: LONE

Vervang subklousule (1) (i) tot (xvii) deur die volgende:

"(1) *Minimum loonskale:* Geen lone wat laer is as die volgende, gelees met die res van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Klas werknemers en gebied	Per uur R
(i) Algemene werknemers:	
Gebied A	5,33
Gebied B	3,25
Gebied C	2,85
Gebied D	2,60
Gebied E	2,90
Gebied F	2,94

Category of employee and area	Per hour R	Klas werknemers en gebied	Per uur R
(ii) Semi-skilled employees:		(ii) Halfgeskoolde werknemers:	
Area A	5,80	Gebied A	5,80
Area B	3,90	Gebied B	3,90
Area C	3,75	Gebied C	3,75
Area D	2,69	Gebied D	2,69
Area E	3,54	Gebied E	3,54
Area F	4,08	Gebied F	4,08
(iii) Journeyman's assistants:		(iii) Ambagsmansassistentie:	
Area A	7,80	Gebied A	7,80
Area B	4,42	Gebied B	4,42
Area C	4,63	Gebied C	4,63
Area D	3,23	Gebied D	3,23
Area E	4,25	Gebied E	4,25
Area F	4,57	Gebied F	4,57
(iv) Drivers of mechanical vehicles with a pay-load of—		(iv) Drywers van meganiese voertuie met 'n loon-vrag van—	
up to and including 2 722 kg:		tot en met 2 722 kg:	
Area A	5,76	Gebied A	5,76
Area B	3,58	Gebied B	3,58
Area C	3,58	Gebied C	3,58
Area D	2,71	Gebied D	2,71
over 2 722 kg but not exceeding 4 536 kg:		meer as 2 722 kg maar hoogstens 4 536 kg:	
Area A	6,54	Gebied A	6,54
Area B	4,42	Gebied B	4,42
Area C	3,75	Gebied C	3,75
Area D	2,76	Gebied D	2,76
over 4 536 kg:		meer as 4 536 kg:	
Area A	7,21	Gebied A	7,21
Area D	3,04	Gebied D	3,04
(v) General foremen, foremen and journeymen in all trades and occupations:		(v) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe:	
Area A	13,71	Gebied A	13,71
(vi) Watchmen, per six-day week:		(vi) Wagte, per week van ses dae:	
Area A	225,98	Gebied A	225,98
Area B	155,84	Gebied B	155,84
Area C	142,34	Gebied C	142,34
Area D	130,97	Gebied D	130,97
(vii) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		(vii) Vakleerlinge: Lone ooreenkomstig die Wet op Mannekrageopleiding, 1981, vir vakleerlinge in die Bounywerheid voorgeskryf.	
(viii) Minors in all trades: Wages as prescribed for apprentices in the Building Industry.		(viii) Minderjariges in alle ambagte: Lone soos vir vakleerlinge in die Bounywerheid voorgeskryf.	
(ix) Learners: Wages as fixed by the Council in terms of clause 25 of the Former Agreement.		(ix) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25 van die Vorige Ooreenkoms.	
(x) Unskilled cleaners: 70 per cent of the wage prescribed for general employees in paragraph (i).		(x) Ongeskoolde skoonmakers: 70 persent van die loon in paragraaf (i) vir algemene werknemers voorgeskryf.	
(xi) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(xi) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A	5,33	Gebied A	5,33
Area B	3,25	Gebied B	3,25
Area C	2,85	Gebied C	2,85
Area D	2,60	Gebied D	2,60
Area E	2,90	Gebied E	2,90
Area F	2,94	Gebied F	2,94
(xii) Grade A journeymen in the painting and glazing trades:		(xii) Ambagsmanne graad A in die ambagte skilder- en ruitwerk:	
Area B	6,28	Gebied B	6,28
Area C	6,28	Gebied C	6,28
Area F	7,33	Gebied F	7,33
(xiii) Other journeymen in the painting and glazing trades:		(xiii) Ander ambagsmanne in die ambagte skilder- en ruitwerk:	
Area B	5,93	Gebied B	5,93
Area C	5,93	Gebied C	5,93
Area D	5,25	Gebied D	5,25
Area E	5,90	Gebied E	5,90
Area F	6,74	Gebied F	6,74

Category of employee and area	Per hour R
(xiv) Grade A journeymen in other trades:	
Area B	7,30
Area C	7,30
Area D	6,50
Area E	6,60
Area F	7,53

(xv) Journeymen in other trades:	
Area B	5,93
Area C	5,93
Area D	5,25
Area E	5,98
Area F	7,09

(xvi) Motor vehicle drivers and operators of cranes and hoists:	
Area F	4,69

(xvii) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto:

In the case of journeymen, the following percentages more than the wage prescribed in the foregoing paragraphs of this subclause for the category of employee:

Area A	1,6 per cent
Area D	5,2 per cent
Area E	4,8 per cent
Area F	2,8 per cent

In the case of all other categories of employees, the following percentages more than the wage prescribed in the foregoing paragraphs of this subclause for the category of employee:

Area A	7,6 per cent
Area B	6,2 per cent
Area C	1,6 per cent
Area E	13,6 per cent
Area F	11,9 per cent.

3. CLAUSE 10 OF PART I: DAYS AND HOURS OF WORK

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

"(b) Areas B and C: In the case of all employees (other than watchmen): 45 hours per week;

(c) Areas D, E and F: In the case of all employees: 40 hours per week."

(2) Delete paragraph (d) of subclause (1).

4. CLAUSE 11 OF PART I: OVERTIME

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

"(2) No employer shall require or allow an employee to work and no employee shall work overtime in excess of the overtime specified in subclause (1) hereof. Permission to work overtime on essential services shall first be obtained from the Council, except in cases of emergency work, in which event the employer shall report to the Secretary of the Council, in writing, within three days of having commenced such overtime, on the circumstances necessitating such overtime. Subject to the proviso in subclause (3) (a), for the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 10 shall be deemed to be overtime."

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

"(a) In Areas A, D, E and F, subject to the provisions of subclause (6), at one and a third times his hourly rate in respect of each hour or part of an hour for the first five hours of overtime worked from Monday to Friday: Provided that, notwithstanding the provisions of clause 10 (1) of Part I and subclause (2) hereof, an employee shall be paid the overtime rates referred to in this paragraph only after having worked for 43 hours from Monday to Friday;

Klas werknemers en gebied	Per uur R
(xiv) Ambagsmanne graad A in ander ambagte:	
Gebied B	7,30
Gebied C	7,30
Gebied D	6,50
Gebied E	6,60
Gebied F	7,53

(xv) Ambagsmanne in ander ambagte:	
Gebied B	5,93
Gebied C	5,93
Gebied D	5,25
Gebied E	5,98
Gebied F	7,09

(xvi) Motorvoertuigdrywers en bedieners van krane en hysers:	
Gebied F	4,69

(xvii) Werknemers betrokke by elektriese installering, met inbegrip van elektriese montering en bedrading en werksaamhede wat daarmee gepaardgaan:

In die geval van ambagsmanne, die volgende persentasies meer as die loon voorgeskryf in die voorafgaande paragrawe van hierdie subklousule vir die klas werknemer:

Gebied A	1,6 persent
Gebied D	5,2 persent
Gebied E	4,8 persent
Gebied F	2,8 persent

In die geval van alle ander klasse werknemers, die volgende persentasies meer as die loon voorgeskryf in die voorafgaande paragrawe van hierdie subklousule vir die klas werknemer:

Gebied A	7,6 persent
Gebied B	6,2 persent
Gebied C	1,6 persent
Gebied E	13,6 persent
Gebied F	11,9 persent."

3. KLOUSULE 10 VAN DEEL I: WERKDAE EN WERKURE

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

"(b) Gebiede B en C: In die geval van alle werknemers (uitgesonderd wagte): 45 uur per week;

(c) Gebiede D, E en F: In die geval van alle werknemers: 40 uur per week."

(2) Skrap paragraaf (d) van subklousule (1).

4. KLOUSULE 11 VAN DEEL I: OORTYD

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

"(2) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om langer oortydwerk te verrig as die ure in subklousule 1 hiervan voorgeskryf nie, en geen werknemer mag langer as dit oortydwerk verrig nie. Toestemming om oortydwerk in verband met noodsaaklike dienste te verrig, moet eers van die Raad verkry word, behalwe in gevalle van noodwerk, in welke geval die werkgewer binne drie dae nadat sodanige oortydwerk begin het, skriftelik aan die Sekretaris van die Raad verslag moet doen oor die omstandighede wat sodanige oortydwerk noodsaaklik gemaak het. Behoudens die voorbehoudsbepaling van subklousule (3) (a), vir die toepassing van hierdie Ooreenkoms, word alle tyd wat daar langer gewerk word as die getal gewone werkure in klousule 10 voorgeskryf, geag oortyd te wees."

(2) Vervang paragrawe (a) en (b) van subklousule (3) deur die volgende:

"(a) In Gebiede A, D, E en F, behoudens subklousule (6), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag: Met dien verstande dat, ondanks klousule 10 (1) van Deel I en subklousule (2) hiervan, 'n werknemer teen oortydta-riewe waarna in hierdie paragraaf verwys word, betaal word slegs nadat hy 43 uur van Maandag tot Vrydag gewerk het;

- (b) in Areas B and C, subject to the provisions of sub-clause (6), at one and a third times his hourly wage in respect of each hour or part of an hour for the first five hours of overtime worked from Monday to Friday."

5. CLAUSE 23 OF PART I: COUNCIL EXPENSES

(1) In subclause (1) (a) (i), substitute the expressions "R3,00", "R3,10", "R1,50" and "R1,55" for the expressions "R2,30", "R2,38", "R1,15" and "R1,19", respectively.

(2) In subclause (1) (a) (ii), substitute the expressions "R1,76", "R1,56", "68c" and "78c" for the expressions "R1,36", "R1,20", "48c" and "60c", respectively.

6. NEW CLAUSE 32(bis) OF PART I

Insert the following new clause 32(bis):

"32(bis).—JURISDICTION AND CHARGES ATTENDANT UPON COLLECTION OF ARREAR STAMP CONTRIBUTIONS

- (1) The Council and employers acknowledge that this Agreement and any amendments thereto was and have been concluded at Port Elizabeth.
- (2) The Council and employers further acknowledge that all stamp contributions payable in terms of this Agreement shall be due and payable at Port Elizabeth.
- (3) The employer consents to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1994) (as amended), having jurisdiction under section 28 of the said Act, notwithstanding that the claim by the Council exceeds the normal jurisdiction of the Magistrate's Court as to amount. The Council shall, in its discretion, be entitled to proceed against the employer in any other court of competent jurisdiction, notwithstanding the foregoing.
- (4) No relaxation or indulgence granted to the employer by the Council, at any time, shall be deemed to be a waiver of the Council's rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against the Council.
- (5) If any stamp contribution due in terms of this Agreement is not received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, at the rate prescribed from time to time by the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), and calculated from the first day of the month in which payment became due until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.
- (6) In the event of the Council instructing attorneys to collect from an employer any outstanding stamp contributions, the employer agrees to pay all costs on the scale as between attorney and own client, including collection charges."

- (b) in Gebiede B en C, behoudens subklousule (6), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag;"

5. KLOUSULE 23 VAN DEEL I: UITGAWES VAN DIE RAAD

(1) In subklousule (1) (a) (i), vervang die uitdrukings "R2,30", "R2,38", "R1,15" en "R1,19" deur onderskeidelik die uitdrukings "R3,00", "R3,10", "R1,50" en "R1,55".

(2) In subklousule (1) (a) (ii), vervang die uitdrukings "R1,36", "R1,20", "48c" en "60c" deur onderskeidelik die uitdrukings "R1,76", "R1,56", "68c" en "70c".

6. NUWE KLOUSULE 32(bis) VAN DEEL I

Voeg die volgende nuwe klousule 32(bis) in:

"32(bis).—JURISDIKSIE EN KOSTES BYKOMEND TOT DIE INVORDERING VAN AGTERSTALLIGE SEËLBYDRAES

- (1) Die Raad en werkgewers erken dat hierdie Ooreenkoms en enige wysigings daartoe aangegaan is te Port Elizabeth.
- (2) Die Raad en werkgewers erken verder dat alle seëlbydraes wat uit hoofde van hierdie Ooreenkoms betaalbaar is, te Port Elizabeth, verskuldig en betaalbaar sal wees.
- (3) Die werkgewer stem toe tot die jurisdiksie van die Landdroshof ingevolge artikel 45 van die Wet op Landdroshof, 1944 (Wet No. 32 van 1994) (soos gewysig), wat jurisdiksie het ingevolge artikel 28 van die gemelde Wet, ondanks die feit dat die eis deur die Raad die normale jurisdiksie van die Landdroshof oorskry met betrekking tot die bedrag. Die Raad het, in sy diskresie, die reg om, ondanks die voorafgaande, in enige ander hof met bevoegde jurisdiksie teen die werkgewer te prosedeer.
- (4) Geen verslapping of toegewing wat te eniger tyd deur die Raad aan die werkgewer verleen is, word geag 'n afstanddoening van die Raad se regte uit hoofde hiervan te wees nie, en sodanige verslapping of toegewing word nie geag 'n novasie van enige van die bepalings en voorwaardes hierin uiteengesit te wees nie, en skep ook geen estoppel teen die Raad nie.
- (5) Indien enige seëlbydrae ingevolge hierdie Ooreenkoms wat verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat onbetaalbaar bly, teen die koers van tyd tot tyd voorgeskryf deur die Wet op die Voorgeskrewe Rentekoers, 1975 (Wet No. 55 van 1975), en bereken vanaf die eerste dag van die maand waarin betaling verskuldig geword het tot die dag waarop betaling inderdaad deur die Raad ontvang word: Met dien verstande dat die Raad die reg het om na goeë dunnke geregtig afstand te doen van die betaling van sodanige rente of gedeelte daarvan.
- (6) Indien die Raad prokureurs opdrag gee om enige uitstaande seëlbydraes van 'n werkgewer in te vorder, stem die werkgewer toe om alle koste, insluitende invorderingskommissie, te betaal op die skaal soos tussen prokureur en eie klient."

7. DELETE CLAUSE 36 OF PART I

8. (1) Substitute the following for the heading to clause 37:

"37. ANNUAL LEAVE, PAID PUBLIC HOLIDAYS, BONUS PAYMENT AND THE BUILDING INDUSTRY HOLIDAY FUND, EAST CAPE".

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

"(1) (a) No work shall be performed in the Industry by employers and employees during the period stated hereunder:

In the Magisterial Districts of Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Mossel Bay, Ladismith, Oudtshoorn, Riversdale and Uniondale, as defined in clause 1 (1) (b).

Between finishing time on 15 December 1994 and starting time on 9 January 1995, in the Magisterial Districts of Albany, Alexandria, Bathurst, Port Elizabeth, Queenstown and Uitenhage, as defined in clause 1 (1) (b).

Between finishing time on 9 December 1994 and starting time on 9 January 1995; except—

- (i) in the case of emergency work, when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime of the circumstances necessitating such overtime;
- (ii) in the case where the prior written exemption has been obtained from the Council."

- (3) Substitute the following for the formulae of Areas A, B, C, D, E and F in subclause (3) (a):

"Areas A, D, E and F—

$$\frac{WR \times H \times 20}{1920} = \text{hourly holiday fund allowance}$$

Areas B and C—

$$\frac{WR \times H \times 20}{2160} = \text{hourly holiday fund allowance.}"$$

- (4) Substitute the following for subclause (3) (c):

"(c) An employer shall, on each pay-day, deduct the total amount of the holiday fund allowances calculated in terms of paragraph (a) and the bonus allowance calculated in terms of paragraph (e), in respect of all the ordinary hours worked by the employees, from the remuneration due to his employees and pay such amounts to the Secretary of the Council every week. The amounts deducted from an employee shall be his weekly holiday pay and bonus payment and shall form part of the consolidated stamp contribution in terms of clause 32. The Secretary shall pay the amounts into the Building Industry Holiday Fund, East Cape, in terms of clause 41 (1)."

- (5) In paragraph (d) of subclause (3), substitute the expression "one-fifth" for the expression "one-fifty".

- (6) Insert the following new paragraph (e) after paragraph (d) in subclause (3):

"(e) In addition to the holiday fund allowance prescribed in paragraph (a), every employer in Areas B and C shall pay to an employee the following bonus allowance in respect of the ordinary working hours worked by said employee in his employ:

- (i) employees for whom wages are prescribed in clause 8 (1) (i), (ii), (iii), (iv), (x) and (xi), and allowance of 5c per hour; and

7. SKRAP KLOUSULE 36 VAN DEEL I

8. (1) Vervang die opskeif van klousule 37 deur die volgende:

"37. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE MET BESOLDIGING, BONUSBETALING EN DIE VAKANSIEFONDS VIR DIE BOUNYWERHEID, OOS-KAAP".

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

"(1) (a) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedurende die tydperk hieronder vermeld, gedoen word nie:

In die landdrosdistrikte Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Riversdal en Uniondale, soos in klousule 1 (1) (b) omskryf.

Tussen uitskeityd op 15 Desember 1994 en begintyd op 9 Januarie 1995, in die landdrosdistrikte Albany, Alexandria, Bathurst, Port Elizabeth, Queenstown en Uitenhage, soos in klousule 1 (1) (b) omskryf.

Tussen uitskeityd op 9 Desember 1994 en begintyd op 9 Januarie 1995, behalwe—

- (i) in die geval van noodwerk, in welke geval die werkgewer binne drie dae nadat sodanige oortyd begin is, die Sekretaris van die Raad skriftelik daarvan in kennis moet stel, asook van die omstandighede wat sodanige oortyd noodsaaklik gemaak het;
- (ii) in die geval waar die skriftelike vrystelling eers vooraf van die Raad verkry is."

- (3) Vervang die formules van Gebiede A, B, C, D, E en F in subklousule (3) (a) deur die volgende:

"Gebiede A, D, E en F—

$$\frac{WR \times H \times 20}{1920} = \text{uurlikse vakansiefondstoelae}$$

Gebiede B en C—

$$\frac{WR \times H \times 20}{2160} = \text{uurlikse vakansiefondstoelae.}"$$

- (4) Vervang subklousule (3) (c) deur die volgende:

"(c) 'n Werkgewer moet op elke betaaldag die totale bedrag aan vakansiefondstoelae bereken volgens paragraaf (a) en aan bonustoelae bereken volgens paragraaf (e), ten opsigte van al die gewone werkure wat die werknemers gewerk het, aftrek van die besoldiging verskuldig aan sy werknemers, en moet sodanige bedrae elke week aan die Sekretaris van die Raad oorbetal. Die bedrae wat van 'n werknemer afgetrek word, is sy weeklikse vakansiebetaling en bonusbetaling en maak deel uit van die gekonsolideerde seëlbydrae ingevolge klousule 32. Die Sekretaris moet die bedrae ingevolge klousule 41 (1) in die Vakansiefonds van die Bounywerheid, Oos-Kaap stort."

- (5) In die Engelse teks, vervang in paragraaf (d) van subklousule (3) die uitdrukking "one-fifty" deur die uitdrukking "one-fifth".

- (6) Voeg die volgende nuwe paragraaf (e) in na paragraaf (d) in subklousule (3):

"(e) Benewens die vakansiefondstoelae in paragraaf (a) voorgeskryf, moet elke werkgewer in Gebiede B en C aan 'n werknemer die volgende bonustoelae betaal vir die gewone werkure wat sodanige werknemer in sy diens gewerk het:

- (i) werknemers vir wie 'n loon by klousule 8 (1) (i), (ii), (iii), (iv), (x) en (xi) voorgeskryf word, 'n toelae van 5c per uur; en

- (ii) employees for whom wages are prescribed in clause 8 (1) (xii), (xiii), (xiv) and (xv), an allowance of 10c per hour."

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

"(5) The amounts in respect of special savings referred to in subclause (10) shall be paid to the Secretary of the Council who shall pay such amounts into the Fund in terms of clause 41 (1)."

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

"(7) (a) The provisions of subclauses (3) (c) and (3) (e) shall not apply in the case of employees who work for an employer for less than the ordinary hours of work on three working days in any one week.

(b) In the case of employees referred to in paragraph (a), the amounts prescribed as holiday fund allowance and bonus allowance must be paid in cash in the same manner and at the same time as such other remuneration is paid."

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

"(c) The Secretary of the Council shall calculate the amount of the stamp contributions and pay to the employee the total holiday fund value and bonus value on a date not later than the day prior to the commencement of the annual leave period or on a date decided by the Council from time to time."

9. CLAUSE 39 OF PART I: PENSION FUND

(1) Substitute the following for Area F in paragraphs (a), (b), (c), (g), (h), (i), (j), (k) and (l) of subclause (1):

"PART I

(a) Area F	8,34
(b) Area F	10,33
(c) Area F	12,55
(g) Area F	8,34
(h) Area F	27,84
(i) Area F	25,73
(j) Area F	29,06
(k) Area F	26,11
(l) Area F	9,35"

(2) Substitute the following for Area D in paragraphs (a), (b), (c), (d), (f), (g), (i), (j), (k), (m), (n), (o), (p), (q), (r), (u), (v), (w), (y) and (z) of subclause (2):

"PART I

(a) Area D	0,10
(b) Area D	0,10
(c) Area D	0,13
(d) Up to and including 2 722 kg—	
Area D	0,10
over 2 722 kg but not exceeding 4 536 kg—	
Area D	0,10
over 4 536 kg—	
Area D	0,12
(f) Area D	0,11
(g) Area D	0,10
(i) Area D	0,36
(j) Area D	0,46
(k) Area D	0,36

- (ii) werknemers vir wie 'n loon by klousule 8 (1) (xii), (xiii), (xiv) en (xv) voorgeskryf word, 'n toelae van 10c per uur."

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

"(5) Die bedrae ten opsigte van spesiale besparings in subklousule (10) bedoel, moet betaal word aan die Sekretaris van die Raad, wat sodanige bedrae ooreenkomstig klousule 41 (1) in die Fonds moet stort."

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

"(7) (a) Subklousules (3) (c) en (3) (e) is nie van toepassing nie op werknemers wat op drie werkdade in 'n bepaalde week minder as die gewone werksure vir 'n werkgewer werk.

(b) In die geval van werknemers in paragraaf (a) bedoel, moet die bedrae wat vir vakansiefondstoelae en bonustoeleae voorgeskryf is, op dieselfde wyse en op dieselfde tyd as sodanige ander besoldiging in kontant betaal word."

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

"(c) Die Sekretaris van die Raad moet die bedrag van die seëlbydraes bereken en die totale vakansiefondswaarde en bonuswaarde aan die werknemer betaal op 'n datum uiterlik op die dag voor die begin van die jaarlikse verloftydperk of op 'n datum wat die Raad van tyd tot tyd bepaal."

9. KLOUSULE 39 VAN DEEL I: PENSIOENFONDS

(1) Vervang Gebied F in paragrawe (a), (b), (c), (g), (h), (i), (j), (k) en (l) van subklousule (1) deur die volgende:

"DEEL I

(a) Gebied F	8,34
(b) Gebied F	10,33
(c) Gebied F	12,55
(g) Gebied F	8,34
(h) Gebied F	27,84
(i) Gebied F	25,73
(j) Gebied F	29,06
(k) Gebied F	26,11
(l) Gebied F	9,35"

(2) Vervang Gebied D in paragrawe (a), (b), (c), (d), (f), (g), (i), (j), (k), (m), (n), (o), (p), (q), (r), (u), (v), (w), (y) en (z) van subklousule (2) deur die volgende:

"DEEL I

(a) Gebied D	0,10
(b) Gebied D	0,10
(c) Gebied D	0,13
(d) Tot en met 2 722 kg—	
Gebied D	0,10
meer as 2 722 kg maar hoogstens 4 536 kg—	
Gebied D	0,10
meer as 4 536 kg—	
Gebied D	0,12
(f) Gebied D	0,11
(g) Gebied D	0,10
(i) Gebied D	0,36
(j) Gebied D	0,46
(k) Gebied D	0,36

PART II

(m) Area D.....	0,10
(n) Area D.....	0,10
(o) Up to and including 2 722 kg—	
Area D.....	0,10
over 2 722 kg but not exceeding 4 536 kg—	
Area D.....	0,10
over 4 536 kg—	
Area D.....	0,12
(p) Area D.....	0,13
(q) Area D.....	0,13
(r) Area D.....	0,13
(u) Area D.....	0,11
(v) Area D.....	0,10
(w) Area D.....	0,55
(x) Area D.....	0,40
(y) Area D.....	0,48
(z) Area D.....	0,38."

(3) Substitute the following for Area F in paragraphs (a), (b), (c), (g), (h), (i), (j), (k) and (l) of subclause (2):

"PART I

(a) Area F.....	0,12
(b) Area F.....	0,15
(c) Area F.....	0,18
(g) Area F.....	0,12
(h) Area F.....	0,41
(i) Area F.....	0,38
(j) Area F.....	0,43
(k) Area F.....	0,38
(l) Area F.....	0,13"

10. CLAUSE 39(bis) OF PART I: SICK BENEFIT FUND

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

"(3) *Membership and benefits:* (a) Membership of the Fund shall be compulsory in Areas A, D, E and F for all employees for whom wages are prescribed in clause 8 (1) (i), (ii), (iii), (iv), (v), (vi) (ix) and (xi) of Part I of this Agreement. An employee for whom membership of the Fund is compulsory in terms of this paragraph shall be entitled to benefits for sickness or accident, gratuities and/or annuities in case of permanent disability (if approved), and compassionate leave.

(b) Membership of the Fund shall be compulsory in Areas B and C for all employees for whom wages are prescribed in clause 8 (1) (i), (ii), (iii), (iv), (v), (vi), (ix), (xi), (xii), (xiii), (xiv), (xv) and (xvi) of Part I of this Agreement. An employee for whom membership of the Fund is compulsory in terms of this paragraph shall be entitled to benefits for only two days' sick leave and/or compassionate leave: Provided that the two days' sick leave shall be in addition to the sick leave prescribed in section 13 of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983)."

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

"(4) *Allowances:* (a) In addition to any other remuneration to which an employee referred to in subclause (3) may be entitled in terms of this Agreement, every employer shall pay to every employee for whom wages are prescribed in clause 8 (1) (v), (ix), (xii), (xiii), (xiv) and (xv) of Part I of this Agreement, in respect of all hours worked by such an employee, the following allowance:

DEEL II

(m) Gebied D.....	0,10
(n) Gebied D.....	0,10
(o) Tot en met 2 722 kg—	
Gebied D.....	0,10
meer as 2 722 kg maar hoogstens 4 536 kg—	
Gebied D.....	0,10
meer as 4 536 kg—	
Gebied D.....	0,12
(p) Gebied D.....	0,13
(q) Gebied D.....	0,13
(r) Gebied D.....	0,13
(u) Gebied D.....	0,11
(v) Gebied D.....	0,10
(w) Gebied D.....	0,55
(x) Gebied D.....	0,40
(y) Gebied D.....	0,48
(z) Gebied D.....	0,38."

(3) Vervang Gebied F in paragrawe (a), (b), (c), (g), (h), (i), (j), (k) en (l) van subklousule (2) deur die volgende:

"DEEL I

(a) Gebied F.....	0,12
(b) Gebied F.....	0,15
(c) Gebied F.....	0,18
(g) Gebied F.....	0,12
(h) Gebied F.....	0,41
(i) Gebied F.....	0,38
(j) Gebied F.....	0,43
(k) Gebied F.....	0,38
(l) Gebied F.....	0,13"

10. KLOUSULE 39(bis) VAN DEEL I: SIEKTE-BYSTANDSFONDS

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

"(3) *Lidmaatskap en bystand:* (a) Lidmaatskap van die Fonds is verpligtend in Gebiede A, D, E en F vir alle werknemers vir wie lone by klousule 8 (1) (i), (ii), (iii), (iv), (v), (vi) (ix) en (xi) van Deel I van hierdie Ooreenkoms voorgeskryf word. 'n Werknemer vir wie lidmaatskap van die Fonds ingevolge hierdie paragraaf verpligtend is, is geregtig op bystand vir siekte of ongeluk, gratifikasies en/of jaargelde in geval van permanente ongeskiktheid (indien goedgekeur) en menslikheidsverlof.

(b) Lidmaatskap van die Fonds is verpligtend in Gebiede B en C vir alle werknemers vir wie lone by klousule 8 (1) (i), (ii), (iii), (iv), (v), (vi), (ix), (xi), (xii), (xiii), (xiv), (xv) en (xvi) van Deel I van hierdie Ooreenkoms voorgeskryf word. 'n Werknemer vir wie lidmaatskap van die Fonds ingevolge hierdie paragraaf verpligtend is, is geregtig op bystand vir siekteverlof en/of menslikheidsverlof van net twee dae: Met dien verstande dat die twee dae siekteverlof benevens die siekteverlof is wat hy artikel 13 van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983), voorgeskryf word."

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

"(4) *Toelaes:* (a) Benewens enige ander besoldiging waarop 'n werknemer in subklousule (3) bedoel, ingevolge hierdie Ooreenkoms geregtig is, moet elke werkgewer aan elke werknemer vir wie lone voorgeskryf word by klousule 8 (1) (v), (ix), (xii), (xiii), (xiv) en (xv) van Deel I van hierdie Ooreenkoms, ten opsigte van al die ure wat so 'n werknemer gewerk het, die volgende toelaes betaal:

Area A: 12c per hour;

Areas B and C: 4c per hour;

Areas D, E, and F: 4,5c per hour;

and every employer shall pay to every employee for whom wages are prescribed in clause 8 (1) (i), (ii), (iii), (iv), (v), (xi) and (xvi) of Part I of this Agreement, in respect of all hours worked by such an employee, the following allowance:

Area A: 10c per hour;

Areas B and C: 2c per hour;

Area D, E, and F: 1,75c per hour;

Provided that the allowance prescribed in this paragraph shall not be paid in respect of overtime or work performed on Saturday, Sunday, Day of the Vow, Christmas Day, New Year's Day or any day falling within the annual leave period prescribed in clause 37."

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

"(5) *Contributions*: (a) Every employer shall, subject to the provisions of paragraphs (b) and (c), contribute to the Fund in respect of each of his employees for whom wages are prescribed in clause 8 (1) (v), (ix), (xii), (xiii), (xiv) and (xv) of Part I of this Agreement, the following amounts:

Area A: R5,60 per week;

Areas B, C, D, E and F: R1,80 per week;

and every employer shall, subject to the provisions of paragraphs (b) and (c), contribute to the Fund in respect of each of his employees for whom wages are prescribed in clause 8 (1) (i), (ii), (iii), (iv), (v), (xi) and (xvi) of Part I of this Agreement, in respect of all hours worked, the following amounts:

Area A: R4,00 per week;

Areas B and C: R0,90 per week;

Areas D, E and F: R0,70 per week.

An employer shall be entitled to deduct the amount paid to the Fund in terms of this paragraph from the remuneration of the employee in respect of whom payment was made."

11. CLAUSE 39 (ter) OF PART I: MEDICAL AID FUND

(1) In subclause (4) (a), substitute the expression "65c" for the expression "59c".

(2) In subclause (5) (a), substitute the expression "R52,00" for the expression "R47,38".

12. Delete clause 40 of Part I

13. CLAUSE 41 OF PART I: ADMINISTRATION AND CONTROL OF FUNDS

(1) Substitute the following for clause 41 (7) (b):

"(7) (b) Upon the liquidation of the Building Industry Sick Benefit Fund and the Port Elizabeth Building Industry Medical Aid Fund in terms of subclauses (5) (b) and (6) of this clause, the provisions prescribed in section 34 (4) of the Act in respect of the dissolution of an industrial council shall *mutatis mutandis* apply in respect of the Funds."

(2) Insert the following new subclause (7) (c) after subclause (7) (b):

"(7) (c) Upon the liquidation of the Building Industry Military Service Fund the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the Port Elizabeth Building Industry Medical Aid Fund."

Gebied A: 12c per uur;

Gebiede B en C: 4c per uur;

Gebiede D, E en F: 4,5c per uur;

en moet elke werkgever aan elke werknemer vir wie lone voorgeskryf word by klousule 8 (1) (i), (ii), (iii), (iv), (v), (xi) en (xvi) van Deel I van hierdie Ooreenkoms, ten opsigte van al die ure wat so 'n werknemer gewerk het, die volgende toelae betaal:

Gebied A: 10c per uur;

Gebiede B en C: 2c per uur;

Gebiede D, E en F: 1,75c per uur;

Met dien verstande dat die toelae voorgeskryf by hierdie paragraaf nie betaal word nie ten opsigte van oortyd of werk verrig op Saterdag, Sondag, Gelofte-dag, Kerkdag, Nuwejaarsdag of enige dag wat val binne die jaarlikse verloftydperk voorgeskryf by klousule 37."

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

"(5) *Bydraes*: (a) Elke werkgever moet behoudens paragrawe (b) en (c) ten opsigte van elkeen van sy werknemers vir wie lone by klousule 8 (1) (v), (ix), (xii), (xiii), (xiv) en (xv) van Deel I van hierdie Ooreenkoms voorgeskryf word, die volgende bedrae tot die Fonds bydra:

Gebied A: R5,60 per week;

Gebiede B, C, D, E en F: R1,80 per week;

en elke werkgever moet behoudens paragrawe (b) en (c) ten opsigte van elkeen van sy werknemers vir wie lone voorgeskryf word by klousule 8 (1) (i), (ii), (iii), (iv), (v), (xi) en (xvi) van Deel I van hierdie Ooreenkoms, ten opsigte van al die ure gewerk, die volgende bedrae tot die Fonds bydra:

Gebied A: R4,00 per week;

Gebiede B en C: R0,90 per week;

Gebiede D, E en F: R0,70 per week.

'n Werkgever is daarop geregtig om die bedrag wat ingevolge hierdie paragraaf aan die Fonds betaal is, af te trek van die besoldiging van die werknemer ten opsigte van wie die betaling gedoen is.

11. KLOUSULE 39 (ter) VAN DEEL I: MEDIESE HULPFONDS

(1) In subklousule (4) (a), vervang die uitdrukking "59c" deur die uitdrukking "65c".

(2) In subklousule (5) (a), vervang die uitdrukking "R47,38" deur die uitdrukking "R52,00".

12. Skrap klousule 40 van Deel I

13. KLOUSULE 41 VANAF DEEL I: ADMINISTRASIE EN BEHEER OOR FONDSE

(1) Vervang klousule 41 (7) (b) deur die volgende:

"(7) (b) By die likwidasië van die Siektebystandsfonds vir die Bounywerheid en die Mediese Bystandsfonds van die Bounywerheid, Port Elizabeth, ingevolge subklousules (5) (b) en (6) van hierdie klousule, is die bepalinge soos voorgeskryf in artikel 34 (4) van die Wet ten opsigte van die ontbinding van 'n nywerheidsraad *mutatis mutandis* van toepassing ten opsigte van die Fondse."

(2) Voeg die volgende nuwe subklousule (7) (c) in na subklousule (7) (b):

"(7) (c) By die likwidasië van die Militêre diensfonds van die Bounywerheid en nadat alle eise betaal is, insluitende administrasie- en likwidasiëkoste, moet die geld wat nog in die krediet van die Fonds gestaan het, in die Mediese Bystandsfonds van die Bounywerheid, Port Elizabeth, gestort word."

PART II**SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY****1. SCOPE OF APPLICATION**

The terms of Part II of this Agreement shall be observed in the Timber Trade in the Building Industry—

- (a) by all employers and employees who are members of the employers' organisations and the trade unions, respectively;
- (b) in the Magisterial Districts of Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which, prior to the publication of Government Notice No. 1974 of 26 September 1980, fell within the Magisterial District of Hankey; Riversdale, Uitenhage and Uniondale, and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

2. CLAUSE 4 OF PART II: WAGES

- (1) Substitute the following for subclause (1) (i) to (vii):

“(1) *Minimum wage rates:* No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

<i>Category of employee and area</i>	<i>Per hour</i> R
(i) General employees:	
Area A	5,33
Area B	3,25
Area C	2,85
Area D	2,60
(ii) Semi-skilled employees:	
Area A	5,80
Area B	3,90
Area C	3,75
Area D	2,69
(iii) Drivers of mechanical vehicles with a pay-load of—	
up to and including 2 722 kg:	
Area A	5,76
Area B	3,58
Area C	3,58
Area D	2,71
Over 2 722 kg but not exceeding 4 563 kg:	
Area A	6,54
Area B	4,42
Area C	3,75
Area D	2,76
Over 4 536 kg:	
Area A	7,21
Area D	3,04
(iv) Journeyman's assistants:	
Area A	7,80
Area B	4,42
Area C	4,63
Area D	3,23
(v) Machine minders and sawyers:	
Area A	7,32
Area B	4,65
Area C	4,57
Area D	3,29

DEEL II**SPESIALE BEPALINGS WAT OP DIE HOUTNYWERHEID IN DIE BOUNYWERHEID VAN TOEPASSING IS****1. TOEPASSINGSBESTEK**

Deel II van hierdie Ooreenkoms moet in die Houtnywerheid in die Bounywerheid nagekom word—

- (a) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings;
- (b) in die landdrosdistrikte Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Port Elizabeth, maar uitgesonderd die gedeelte van die landdrosdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. 1974 van 26 September 1980 binne die landdrosdistrik Hankey geval het; Riversdal, Uitenhage en Uniondale, en in die gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het.

2. KLOUSULE 4 VAN DEEL II: LONE

- (1) Vervang subklausule (1) (i) tot (vii) deur die volgende:

“(1) *Minimum loonskale:* Geen lone wat laer is as die volgende, gelees met die res van hierdie klausule, mag deur 'n werkgewer betaal en deur 'n werknemer aanneem word nie:

<i>Klas werknemer en gebied</i>	<i>Per uur</i> R
(i) Algemene werknemers:	
Gebied A	5,33
Gebied B	3,25
Gebied C	2,85
Gebied D	2,60
(ii) Halfgeskoolde werknemers:	
Gebied A	5,80
Gebied B	3,90
Gebied C	3,75
Gebied D	2,69
(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg:	
Gebied A	5,76
Gebied B	3,58
Gebied C	3,58
Gebied D	2,71
Meer as 2 722 kg maar hoogstens 4 563 kg:	
Gebied A	6,54
Gebied B	4,42
Gebied C	3,75
Gebied D	2,76
Meer as 4 536 kg:	
Gebied A	7,21
Gebied D	3,04
(iv) Ambagsmanassistentie:	
Gebied A	7,80
Gebied B	4,42
Gebied C	4,63
Gebied D	3,23
(v) Masjienoppassers en saers:	
Gebied A	7,32
Gebied B	4,65
Gebied C	4,57
Gebied D	3,29

Category of employee and area	Per hour R	Klas werknemers en gebied	Per uur R
(vi) Mechanical handling equipment drivers:		(vi) Drywers van meganiese hanteeruitrusting:	
Area A.....	7,32	Gebied A.....	7,32
Area B.....	4,65	Gebied B.....	4,65
Area C.....	4,57	Gebied C.....	4,57
Area D.....	3,29	Gebied D.....	3,29
(vii) Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:		(vii) Skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Area A.....	13,71	Gebied A.....	13,71
(viii) Glaziers in joinery shop:		(viii) Glaswerkers in skrynerkwinkel:	
Area A.....	13,42	Gebied A.....	13,42
(ix) Watchmen, per six-day week:		(ix) Wagte, per week van ses dae:	
Area A.....	225,98	Gebied A.....	225,98
Area B.....	155,84	Gebied B.....	155,84
Area C.....	142,34	Gebied C.....	142,34
Area D.....	130,96	Gebied D.....	130,96
(x) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		(x) Vakleerlinge: Lone soos kragtens die Wet op Mannekragopleiding, 1981, vir vakleerlinge in die Bounwyerheid voorgeskryf.	
(xi) Learners: Wages as fixed by the Council in terms of clause 25 of the Former Agreement.		(xi) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25 van die Vorige Ooreenkoms.	
(xii) Minors in all trades: Wages as prescribed from time to time for apprentices in the Building Industry.		(xii) Minderjarige in alle ambagte: Lone soos van tyd tot tyd vir vakleerlinge in die Bounwyerheid voorgeskryf.	
(xiii) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(xiii) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A.....	5,33	Gebied A.....	5,33
Area B.....	3,25	Gebied B.....	3,25
Area C.....	2,85	Gebied C.....	2,85
Area D.....	2,60	Gebied D.....	2,60
(xiv) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:		(xiv) Skrynwerkers masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte, graad A:	
Area B.....	7,30	Gebied B.....	7,30
Area C.....	7,30	Gebied C.....	7,30
Area D.....	7,60	Gebied D.....	7,60
(xv) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:		(xv) Ander skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Area B.....	5,93	Gebied B.....	5,93
Area C.....	5,93	Gebied C.....	5,93
Area D.....	5,73	Gebied D.....	5,73
(xvi) Grade A glaziers in joinery shop:		(xvi) Glaswerkers graad A in skrynerkwinkel:	
Area B.....	6,28	Gebied B.....	6,28
Area C.....	6,28	Gebied C.....	6,28
Area D.....	6,82	Gebied D.....	6,82
(xvii) Other glaziers in joinery shop:		(xvii) Ander glaswerkers in skrynerkwinkel:	
Area B.....	5,93	Gebied B.....	5,93
Area C.....	5,93	Gebied C.....	5,93
Area D.....	5,45."	Gebied D.....	5,45."

(2) Delete paragraphs (c), (d), (e), (f), (g), (h), (i) and (j) of subclause (1).

3. CLAUSE 10 OF PART II: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

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

"(1) (a) No work shall be performed in the Industry by employers and employees during the periods stated hereunder:

In the Magisterial Districts of Alexandria, Bathurst, Port Elizabeth and Uitenhage, as defined in clause 1 (b):

Between finishing time on 9 December 1994 and starting time on 9 January 1995, the Magisterial Districts of Beaufort West, Calitz-

(2) Skrap paragrawe (c), (d), (e), (f), (g), (h), (i) en (j) van subklousule (1).

3. KLOUSULE 10 VAN DEEL II VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

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

"(1) (a) Geen werk mag in die Nywerheid deur werkgevers en werknemers gedurende die tydperke hieronder vermeld gedoen word nie:

In die landdrosdistrikte Alexandria, Bathurst, Port Elizabeth en Uitenhage, soos in klousule 1 (b) omskryf:

Tussen uitskeityd op 9 Desember 1994 en begintyd op 9 Januarie 1995, in die landdrosdistrikte Beaufort-Wes, Calitzdorp,

dorp, George, Humansdorp, Joubertina, Knysna, Mossel Bay, Oudtshoorn, Riversdale and Uniondale, as defined in clause (1) (b):

Between finishing time on 15 December 1994 and starting time on 9 January 1995;

except—

- (i) in the case of emergency work, when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime of the circumstances necessitating such overtime;
- (ii) in the case where prior written exemption has been obtained from the Council.”

4. CLAUSE 11 OF PART II: COUNCIL EXPENSES

(1) In subclause (1) (a), substitute the expressions “R3,00”, “R3,10”, “R1,50”, and “R1,55” for the expressions “R2,30”, “R2,38”, “R1,15” and “R1,19”, respectively.

(2) In subclause (1) (b), substitute the expressions “R1,76”, “R1,56”, “68c” and “78c” for the expressions “R1,36”, “R1,20”, “48c” and “60c”, respectively.

5. Delete clause 12 of Part II

Signed at Port Elizabeth, on behalf of the parties, this 31st day of October 1994.

J. S. STRYDOM,

Vice-Chairman of the Council.

N. ADRIAAN,

Member of the Council.

V. H. LE ROUX,

General Secretary of the Council.

George, Humansdorp, Joubertina, Knysna, Mosselbaai, Oudtshoorn, Riversdal en Uniondale, soos in klousule 1 (b) omskryf:

Tussen uitskeityd op 15 Desember 1994 en begintyd op 9 Januarie 1995;

behalwe—

- (i) in die geval van noodwerk, in welke geval die werkgewer binne drie dae nadat sodanige oortyd begin is, die Sekretaris van die Raad skriftelik daarvan in kennis moet stel, asook van die omstandighede wat sodanige oortyd noodsaaklik gemaak het;
- (ii) in die geval waar skriftelike vrystelling vooraf van die Raad verkry is.”

4. KLOUSULE 11 VAN DEEL II: UITGAWES VAN DIE RAAD

(1) In subklousule (1) (a), vervang die uitdrukkings “R2,30”, “R2,38”, “R1,15” en “R1,19” deur onderskeidelik die uitdrukkings “R3,00”, “R3,10”, “R1,50” en “R1,55”.

(2) In subklousule (1) (b), vervang die uitdrukkings “R1,36”, “R1,20”, “48c” en “60c” deur onderskeidelik die uitdrukkings “R1,76”, “R1,56”, “68c” en “78c”.

5. Skrap klousule 12 van Deel II

Namens die partye op hede die 31ste dag van Oktober 1994 te Port Elizabeth onderteken.

J. S. STRYDOM,

Ondervoorsitter van die Raad.

N. ADRIAAN,

Lid van die Raad.

V. H. LE ROUX,

Hoofsekretaris van die Raad.

No. R. 2036

25 November 1994

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING INDUSTRY: RENEWAL OF AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 2204 of 5 October 1984, R. 1821 of 23 August 1985, R. 1809 of 29 August 1986, R. 2457 of 30 October 1987, R. 2427 of 2 December 1988, R. 162 of 26 January 1990, R. 3376 of 18 December 1992 and R. 17 of 7 January 1994, to be effective with effect from 1 April 1995 and for the period ending 31 March 1996.

T. T. MBOWENI,

Minister of Labour.

No. R. 2036

25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

SUIKERVERVAARDIGINGS- EN -RAFFINEER- NYWERHEID: HERNUWING VAN OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskennisgewings Nos. R. 2204 van 5 Oktober 1984, R. 1821 van 23 Augustus 1985, R. 1809 van 29 Augustus 1986, R. 2457 van 30 Oktober 1987, R. 2427 van 2 Desember 1988, R. 162 van 26 Januarie 1990, R. 3376 van 18 Desember 1992 en R. 17 van 7 Januarie 1994, van krag is met ingang van 1 April 1995 en vir die tydperk wat op 31 Maart 1996 eindig.

T. T. MBOWENI,

Minister van Arbeid.

No. R. 2037

25 November 1994

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING INDUSTRY: AMENDMENT OF AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, 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 Under-

No. R. 2037

25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

SUIKERVERVAARDIGINGS- EN -RAFFINEER- NYWERHEID: WYSIGING VAN OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, 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

taking, 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 31 March 1996, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the date of publication of this notice and for the period ending 31 March 1996, 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.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SUGAR MANUFACTURING AND REFINING INDUSTRY

AGREEMENT

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

The Sugar Manufacturing and Refining Employers' Association

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

The Amalgamated Engineering Union of South Africa

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

and

National Industrial and Commercial Workers' Union

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

being the parties to the Industrial Council for the Sugar Manufacturing and Refining Industry,

to amend the Agreement published under Government Notice No. R. 2204 of 5 October 1984, as amended and renewed by Government Notices Nos. R. 1821 of 23 August 1985, R. 1808 and R. 1809 of 29 August 1986, R. 2456 and R. 2457 of 30 October 1987, R. 2426 and R. 2427 of 2 December 1988, R. 161 and R. 162 of 26 January 1990 and R. 3375, R. 3376 of 18 December 1992, R. 2302 of 3 December 1993 and R. 17 of 7 January 1994.

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 31 Maart 1996 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1996 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.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE SUIKERVERVAARDIGINGS- EN -RAFFINEERNYWERHEID

OOREENKOMS

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

The Sugar Manufacturing and Refining Employers' Association

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

The Amalgamated Engineering Union of South Africa

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

en

National Industrial and Commercial Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Suikervervaardigings- en -raffineernywerheid,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2204 van 5 Oktober 1984, soos gewysig en hernieu deur Goewermentskennisgewings Nos. R. 1821 van 23 Augustus 1985, R. 1808 en R. 1809 van 29 Augustus 1986, R. 2456 en R. 2457 van 30 Oktober 1987, R. 2426 en R. 2427 van 2 Desember 1988, R. 161 en R. 162 van 26 Januarie 1990 en R. 3375, R. 3376 van 18 Desember 1992, R. 2302 van 3 Desember 1993 en R. 17 van 7 Januarie 1994.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
- (b) in the Magisterial District of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Hlabisa, Inanda, Lower Tugela, Lower Umfolozi, Mtunzini, Pinetown, Port Shepstone and Umzinto, in the Magisterial District of Eshowe, as defined, prior to the redefinition of its local limits under Government Notice No. 1356 of 6 September 1963, in the Magisterial District of Piet Retief, and in the Magisterial District of New Hanover (excluding the Health Committee area of Dalton).

2. CLAUSE 6: REMUNERATION

In subclause (1), substitute the following groupings for groupings (A) to (D);

"(A) MILL EMPLOYEES: A, B AND C1 GRADES**(i) At the Glendale Mill:**

Grade	Cents/hour
A1.....	467,00
A2.....	499,00
A3.....	539,00
B1.....	589,00
B2.....	649,00
B3.....	724,00
B4.....	819,00
B5.....	993,00

Shift allowance—10%

All A and B Grade employees covered by clause 6 (A) (i) above, in respect of whom the employer is unable to offer accommodation on the employer's premises, shall be paid a living-out allowance as follows:

Grade	Amount Rand/month
A1-A3.....	151,00
B1-B2.....	164,00
B3-B5.....	177,00

(ii) At the Amatikulu Mill:

With effect from date of publication:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1.....	485,01	539,81
A2.....	517,68	572,49
A3.....	559,56	614,35
B1.....	611,63	666,44
B2.....	672,94	727,75
B3.....	750,52	805,38
B4.....	847,61	902,39
B5.....	1 027,45	1 082,24
C1.....	1 133,84	1 292,32

Shift allowance—5%

(iii) At the Darnall and Felixton Mills:

With effect from date of publication:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1.....	486,46	554,02
A2.....	515,58	587,49
A3.....	554,43	631,79
B1.....	602,10	686,13
B2.....	661,31	753,63
B3.....	736,41	839,24
B4.....	831,79	947,98
B5.....	1 006,72	1 147,40

Shift allowance—6%

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Suikervervaardigings- en -raffineerijwerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewers-organisatie is en deur alle werknemers wat lede van die vakvereniging is;
- (b) in die landdrosdistrikte Durban (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Hlabisa, Inanda, Lower Tugela, Lower Umfolozi, Mtunzini, Pinetown, Port Shepstone en Umzinto, in die landdrosdistrikte Eshowe, soos omskryf, voor die heromskrywing van sy plaaslike grense by Goewermmentskennisgewing No. 1356 van 6 September 1963, in die landdrosdistrik Piet Retief, en in die landdrosdistrik New Hanover (uitgesonderd die Gesondheidskomiteegebied van Dalton).

2. KLOUSULE 6: BESOLDIGING

In subklousule (1), vervang die groeperings (A) tot (D) deur die volgende groeperings;

"(A) MEULWERKNEMERS: GRADE A, B EN C1**(i) By die Glendale-meul:**

Graad	Sent/uur
A1.....	467,00
A2.....	499,00
A3.....	539,00
B1.....	589,00
B2.....	649,00
B3.....	724,00
B4.....	819,00
B5.....	993,00

Skoftoelae—10%

Aan alle werknemers in Grade A en B wat deur klousule 6 (A) (i) hierbo gedek word, ten opsigte van wie die werkgever nie in staat is om huisvesting op die werkgever se perseel aan te bied nie, moet 'n uitwoontoelae soos volg betaal nie:

Graad	Bedrag Rand/maand
A1-A3.....	151,00
B1-B2.....	164,00
B3-B5.....	177,00

(ii) By die Amatikulu-meul:

Met ingang van die datum van publikasie:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1.....	485,01	539,81
A2.....	517,68	572,49
A3.....	559,56	614,35
B1.....	611,63	666,44
B2.....	672,94	727,75
B3.....	750,52	805,38
B4.....	847,61	902,39
B5.....	1 027,45	1 082,24
C1.....	1 133,84	1 292,32

Skoftoelae—5%

(iii) By die Darnall- en Felixton-meulens:

Met ingang van die datum van publikasie:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1.....	486,46	554,02
A2.....	515,58	587,49
A3.....	554,43	631,79
B1.....	602,10	686,13
B2.....	661,31	753,63
B3.....	736,41	839,24
B4.....	831,79	947,98
B5.....	1 006,72	1 147,40

Skoftoelae—6%

In addition to the wages in clause 6 (A) (iii), the above employees shall be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	Bonus percentage of annual basic earnings
10.....	1,0%
15.....	1,5%
20.....	2,0%
25.....	2,5%
30.....	3,0%
40.....	3,5%

(iv) **At the Mount Edgecombe Mill:**

With effect from date of publication:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1.....	488,72	556,60
A2.....	517,98	590,22
A3.....	557,01	634,73
B1.....	604,90	689,32
B2.....	664,38	757,13
B3.....	739,83	843,15
B4.....	835,66	952,39
B5.....	1 011,40	1 152,74

Shift allowance—5%

(v) **At the Maidstone Mill:**

With effect from date of publication:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1.....	483,90	551,94
A2.....	513,29	585,14
A3.....	551,94	629,23
B1.....	597,07	679,97
B2.....	655,59	747,70
B3.....	730,36	832,76
B4.....	825,17	940,58
B5.....	999,09	1 138,88
C1.....	1 119,92	1 277,04

Shift allowance—10%

(vi) **At the Entumeni Mill:**

With effect from date of publication:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1.....	476,03	529,81
A2.....	508,09	561,88
A3.....	549,19	602,97
B1.....	600,29	654,09
B2.....	660,47	714,27
B3.....	736,62	790,46
B4.....	831,90	885,68
B5.....	1 008,41	1 062,20

Shift allowance—9%

(vii) **At the Eston, Noodsberg and Umzimkulu Mills and for members of Food and Allied Workers' Union at the Sezela Mill:**

With effect from date of publication:

Grade	Cents/hour
A1.....	435,25
A2.....	460,05
A3.....	493,30
B1.....	522,70
B2.....	574,56
B3.....	640,04
B4.....	724,54
B5.....	883,78

Shift allowance—10%

Bo en behalwe die lone in klousule 6 (A) (iii) is bogenelde werknemers op die volgende diensbonusse geregtig, betaalbaar in die jaar waarin die werknemer die gestipuleerde aantal jare ononderbroke diens voltooi het:

Jare ononderbroke diens	Bonuspersentasie van jaarlikse basiese verdienste
10.....	1,0%
15.....	1,5%
20.....	2,0%
25.....	2,5%
30.....	3,0%
40.....	3,5%

(iv) **By die Mount Edgecombe-meul:**

Met ingang van die datum van publikasie:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1.....	488,72	556,60
A2.....	517,98	590,22
A3.....	557,01	634,73
B1.....	604,90	689,32
B2.....	664,38	757,13
B3.....	739,83	843,15
B4.....	835,66	952,39
B5.....	1 011,40	1 152,74

Skoftoelae—5%

(v) **By die Maidstone-meul:**

Met ingang van die datum van publikasie:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1.....	483,90	551,94
A2.....	513,29	585,14
A3.....	551,94	629,23
B1.....	597,07	679,97
B2.....	655,59	747,70
B3.....	730,36	832,76
B4.....	825,17	940,58
B5.....	999,09	1 138,88
C1.....	1 119,92	1 277,04

Skoftoelae—10%

(vi) **By die Entumeni-meul:**

Met ingang van die datum van publikasie:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1.....	476,03	529,81
A2.....	508,09	561,88
A3.....	549,19	602,97
B1.....	600,29	654,09
B2.....	660,47	714,27
B3.....	736,62	790,46
B4.....	831,90	885,68
B5.....	1 008,41	1 062,20

Skoftoelae—9%

(vii) **By die Eston-, Noodsberg- en Umzimkulu-meulens en vir lede van die Food and Allied Workers' Union by die Sezela-meul:**

Met ingang van die datum van publikasie:

Graad	Sent/uur
A1.....	435,25
A2.....	460,05
A3.....	493,30
B1.....	522,70
B2.....	574,56
B3.....	640,04
B4.....	724,54
B5.....	883,78

Skoftoelae—10%

In addition to the wages in clause 6 (A) (vii) above, all employees shall be paid a meal allowance of R190,00 per month and a laundry allowance of R11,00 per month.

All employees covered by clause 6 (A) (vii) above, who are not accommodated on the employer's premises, shall be paid a living-out allowance of R126,00 per month.

In addition to the above prescribed rates, employees who are covered by clause 6 (A) (vii) shall be eligible for a service bonus of R1,00 per month for each year of unbroken service after five years, paid on their anniversary date.

(viii) At the Sezela Mill for members of the National Industrial and Commercial Workers' Union:

With effect from date of publication:

Grade	Cents/hour
A1.....	502,96
A2.....	531,49
A3.....	561,63
B1.....	593,49
B2.....	639,31
B3.....	697,75
B4.....	774,77
B5.....	924,27

Shift allowance—10%

In addition to the above prescribed rates, employees covered by clause 6 (A) (viii) above, and who are not accommodated on the employer's premises, shall be paid a living-out allowance as follows:

Grade	Rand/month
A1.....	139,66
A2.....	147,58
A3.....	155,95
B1.....	164,80
B2.....	177,52
B3.....	193,75
B4.....	212,14
B5.....	256,65

All employees covered by clause 6 (viii) above, shall be paid a laundry allowance of R9,00 per month.

(ix) At the Gledhow Mill:

With effect from date of publication:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1.....	473,53	539,82
A2.....	501,98	572,27
A3.....	539,96	615,54
B1.....	586,53	668,64
B2.....	644,39	734,61
B3.....	717,78	818,27
B4.....	810,99	924,53
B5.....	981,91	1 119,38
C1.....	1 100,06	1 254,02

Shift allowance—10%

Bo en behalwe die lone in klousule 6 (A) (vii) hierbo moet aan alle werknemers 'n voedseltoelae van R190,00 per maand en 'n wasserytoelae van R11,00 per maand betaal word.

Aan alle werknemers wat deur klousules 6 (A) (vii) gedek word en wat nie op die werkgewer se perseel gehuisves word nie, moet 'n uitwoontoelae van R126,00 per maand betaal word.

Bo en behalwe bogenoemde voorgeskrewe lone is werknemers wat deur klousule 6 (A) (vii) gedek word, geregtig op 'n diensbonus van R1,00 per maand vir elke jaar ononderbroke diens na vyf jaar, betaalbaar op die dag van verjaarsdag.

(viii) By die Sezela-meul vir lede van die National Industrial and Commercial Workers' Union:

Met ingang van die datum van publikasie:

Graad	Sent/uur
A1.....	502,96
A2.....	531,49
A3.....	561,63
B1.....	593,49
B2.....	639,31
B3.....	697,75
B4.....	774,77
B5.....	924,27

Skoftoelae—10%

Bo en behalwe bogenoemde voorgeskrewe lone moet aan alle werknemers wat deur klousule 6 (A) (viii) hierbo gedek word en wat nie op die werkgewer se perseel gehuisves word nie, 'n uitwoontoelae as volg betaal word:

Graad	Rand/maand
A1.....	139,66
A2.....	147,58
A3.....	155,95
B1.....	164,80
B2.....	177,52
B3.....	193,75
B4.....	212,14
B5.....	256,65

Aan alle werknemers wat deur klousule 6 (A) (viii) hierbo gedek word, moet 'n wasserytoelae van R9,00 per maand betaal word.

(ix) By die Gledhow-meul:

Met ingang van die datum van publikasie:

Graad	Inwonende werknemer Sent/uur	Uitwonende werknemer Sent/uur
A1.....	473,53	539,82
A2.....	501,98	572,27
A3.....	539,96	615,54
B1.....	586,53	668,64
B2.....	644,39	734,61
B3.....	717,78	818,27
B4.....	810,99	924,53
B5.....	981,91	1 119,38
C1.....	1 100,06	1 254,02

Skoftoelae—10%

In addition to the wages in clause 6 (A) (ix), employees shall be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	Bonus percentage of annual basic earnings
10.....	2,5%
15.....	3,0%
20.....	3,5%
25.....	4,0%
30.....	4,5%
40.....	5,5%

(x) At the Pongola Mill:

With effect from date of publication:

Grade	Live-in employees cents/hour	Live-out employees cents/hour
A1.....	463,36	528,24
A2.....	494,96	564,25
A3.....	535,43	610,70
B1.....	585,77	667,78
B2.....	645,18	735,50
B3.....	720,11	820,92
B4.....	813,93	927,88
B5.....	988,02	1 126,34

Shift allowance—10%

In addition to the above prescribed rates, employees shall be eligible for a service bonus of R1,00 per month for each year of unbroken service completed after five years.

Employees who are members of the Food and Allied Workers' Union, shall be paid in accordance with clause 6 (A) (vii) with effect from the date of publication of this Agreement.

(xi) At the Umfolozi Mill:

With effect from date of publication:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1.....	492,86	547,41
A2.....	527,08	585,41
A3.....	563,82	626,23
B1.....	671,25	685,57
B2.....	679,03	754,20
B3.....	753,34	836,73
B4.....	845,17	938,72
B5.....	1 012,17	1 124,20
C1.....	1 098,10	1 219,64

Shift allowance—5%

In addition to the wages in clause 6 (A) (xi), employees shall be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	Bonus percentage of annual basic earnings
10.....	2,5%
15.....	3,0%
20.....	3,5%
25.....	4,0%
30.....	4,5%
40.....	5,5%

Bo en behalwe die lone in klousule 6 (A) (ix) is werknemers geregtig op die volgende diensbonus, betaalbaar in die jaar waarin die werknemer die gestipuleerde aantal jare ononderbroke diens voltooi het:

Jare ononderbroke diens	Bonuspersentasie van jaarlikse basiese verdienste
10.....	2,5%
15.....	3,0%
20.....	3,5%
25.....	4,0%
30.....	4,5%
40.....	5,5%

(x) By die Pongola-meul:

Met ingang van die datum van publikasie:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1.....	463,36	528,24
A2.....	494,96	564,25
A3.....	535,43	610,70
B1.....	585,77	667,78
B2.....	645,18	735,50
B3.....	720,11	820,92
B4.....	813,93	927,88
B5.....	988,02	1 126,34

Skoftoelae—10%

Bo en behalwe die bogenoemde voorgeskrewe lone is werknemers geregtig op 'n diensbonus van R1,00 per maand vir elke jaar ononderbroke diens na vyf jaar wat voltooi is.

Werknemers wat lede van die Food and Allied Workers' Union is, moet met ingang van die datum van publikasie van hierdie Ooreenkoms ooreenkomstig klousule 6 (A) (vii) betaal word.

(xi) By die Umfolozi-meul:

Met ingang van die datum van publikasie:

Graad	Inwonende werknemer Sent/uur	Uitwonende werknemer Sent/uur
A1.....	492,86	547,41
A2.....	527,08	585,41
A3.....	563,82	626,23
B1.....	671,25	685,57
B2.....	679,03	754,20
B3.....	753,34	836,73
B4.....	845,17	938,72
B5.....	1 012,17	1 124,20
C1.....	1 098,10	1 219,64

Skoftoelae—5%

Bo en behalwe die lone in klousule 6 (A) (xi) is werknemers geregtig op die volgende diensbonus wat betaalbaar is in die jaar waarin die werknemer die gestipuleerde aantal jare ononderbroke diens voltooi het:

Jare ononderbroke diens	Bonuspersentasie van jaarlikse basiese verdienste
10.....	2,5%
15.....	3,0%
20.....	3,5%
25.....	4,0%
30.....	4,5%
40.....	5,5%

(B) C1 GRADE RATES (OTHER THAN THOSE SPECIFIED IN 6 (A) (ii), 6 (A) (v), 6 (A) (ix) AND 6 (A) (xi))**(i) At Noodsberg, Pongola and Sezela Mills:**

Grade	Cents/hour
C1	1 104,04
Shift allowance—10%	

(ii) At the Darnall, Felixton and Mount Edgecombe Mills:

Grade	Cents/hour
C1	1 126,71
Shift allowance—10%	

(iii) At the Entumeni Mill:

Grade	Cents/hour
C1	1 126,71
Shift allowance—9%	

(iv) At the Glendale Mill:

Grade	Cents/hour
C1	1 108,00
Shift allowance—10%	

(v) At Hulett Refineries Limited:

Grade	Cents/hour
C1	1 333,94
Shift allowance—10%	

(C) C2 AND C3 GRADE RATES**(i) At the Gledhow, Noodsberg, Pongola, Sezela and Umfolozi Mills:**

Grade	Cents/hour
C2	1 261,82
C3	1 442,08
Shift allowance—10%	

(ii) At the glendale Mill:

Grade	Cents/hour
C2	1 262,00
C3	1 445,00
Shift allowance—10%	

(iii) At the Amatikulu, Darnall, Felixton, Maidstone and Mount Edgecombe Mills:

Grade	Cents/hour
C2	1 273,67
C3	1 455,63
Shift allowance—10%	

(iv) At the Entumeni Mill:

Grade	Cents/hour
C2	1 273,67
C3	1 455,63
Shift allowance—9%	

(v) At Hulett Refineries Limited:

Grade	Cents/hour
C2	1 518,91
C3	1 735,48
Shift allowance—10%	

(D) CANE TESTING SERVICE EMPLOYEES**(i) At the Darnall, Felixton and Glendale Mills:**

In accordance with clause 6 (A) (iii).

(B) GRAAD C1-LONE (UITGESONDERD DIÉ IN 6 (A) (ii), 6 (A) (v), 6 (A) (ix) EN 6 (A) (xi) GESTIPULEER**(i) By die Noodsberg-, Pongola- en Sezela-meulens:**

Graad	Sent/uur
C1	1 104,04
Skoftoelae—10%	

(ii) By die Darnall-, Felixton- en Mount Edgecombe-meulens:

Graad	Sent/uur
C1	1 126,71
Skoftoelae—10%	

(iii) By die Entumeni-meul:

Graad	Sent/uur
C1	1 126,71
Skoftoelae—9%	

(iv) By die Glendale-meul:

Graad	Sent/uur
C1	1 108,00
Skoftoelae—10%	

(v) By Hulett Refineries Limited:

Graad	Sent/uur
C1	1 333,94
Skoftoelae—10%	

(C) GRADE C2- EN C3-LONE**(i) By die Gledhow-, Noodsberg-, Pongola-, Sezela- en Umfolozi-meulens:**

Graad	Sent/uur
C2	1 261,82
C3	1 442,08
Skoftoelae—10%	

(ii) By die Glendale-meul:

Graad	Sent/uur
C2	1 262,00
C3	1 445,00
Skoftoelae—10%	

(iii) By die Amatikulu-, Darnall-, Felixton-, Maidstone- en Mount Edgecombe-meulens:

Graad	Sent/uur
C2	1 273,67
C3	1 455,63
Skoftoelae—10%	

(iv) By die Entumeni-meul:

Graad	Sent/uur
C2	1 273,67
C3	1 455,63
Skoftoelae—9%	

(v) By Hulett Refineries Limited:

Graad	Sent/uur
C2	1 518,91
C3	1 735,48
Skoftoelae—10%	

(D) WERKNEMERS BY DIE SUIKERRIETTOETSDIENS**(i) By die Darnall-, Felixton- en Glendale-meulens:**

Ooreenkomstig kousule 6 (A) (iii).

- (ii) **At the Amatikulu Mill:**
In accordance with clause 6 (A) (ii).
- (iii) **At the Maidstone Mill:**
In accordance with clause 6 (A) (v).
- (iv) **At the Mount Edgecombe Mill:**
In accordance with clause 62 (A) (iv).
- (v) **At the Entumeni Mill:**
In accordance with clause 6 (A) (vi).
- (vi) **At the Eston, Noodsberg, Umzimkulu and Sezela Mills:**
In accordance with clause 6 (A) (vii).
- (vii) **At the Gledhow Mill:**
In accordance with clause 6 (A) (ix).
- (viii) **At the Umfolozi Mill:**
In accordance with clause 6 (A) (xi).
- (ix) **At the Pongola Mill:**
In accordance with clause 6 (A) (vii).

Members of the National Sugar and Refining and Allied Industries Employees' Union shall be paid in accordance with clause 6 (A) (x) with effect from the date of publication of this Agreement."

This Agreement signed at Durban on 13 September 1994.

W. B. HORLOCK,
Chairman.

Z. D. MBATHA,
Vice-Chairman.

E. M. TOUGH,
Secretary.

No. R. 2038 25 November 1994

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: EXTENSION OF MEDICAL AID FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 3144 of 20 December 1991, R. 3037 and R. 3038 of 30 October 1992, R. 1888 of 8 October 1993 and R. 1998 of 22 October 1993, by a further period ending 12 February 1996.

T. T. MBOWENI,
Minister of Labour.

No. R. 2039 25 November 1994

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: AMENDMENT OF MEDICAL AID FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, 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

- (ii) **By die Amatikulu-meul:**
Ooreenkomstig klousule 6 (A) (ii).
- (iii) **By die Maidstone-meul:**
Ooreenkomstig klousule 6 (A) (v).
- (iv) **By die Mount Edgecombe-meul:**
Ooreenkomstig klousule 62 (A) (iv).
- (v) **By die Entumeni-meul:**
Ooreenkomstig klousule 6 (A) (vi).
- (vi) **By die Eston-, Noodsberg-, Umzimkulu- en Sezela-meulens:**
Ooreenkomstig klousule 6 (A) (vii).
- (vii) **By die Gledhow-meul:**
Ooreenkomstig klousule 6 (A) (ix).
- (viii) **By die Umfolozi-meul:**
Ooreenkomstig klousule 6 (A) (xi).
- (ix) **By die Pongola-meul:**
Ooreenkomstig klousule 6 (A) (vii).

Lede van die National Sugar and Refining and Allied Industries Employees' Union moet met ingang van die datum van publikasie van hierdie Ooreenkoms ooreenkomstig klousule 6 (A) (x) betaal word."

Hierdie Ooreenkoms is te Durban geteken op 13 September 1994.

W. B. HORLOCK,
Voorsitter.

Z. D. MBATHA,
Ondervoorsitter.

E. M. TOUGH,
Sekretaris.

No. R. 2038 25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND: VERLENGING VAN MEDIESE HULPFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 3144 van 20 Desember 1991, R. 3037 en R. 3038 van 30 Oktober 1992, R. 1888 van 8 Oktober 1993 en R. 1998 van 22 Oktober 1993, met 'n verdere tydperk wat op 12 Februarie 1996 eindig.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 2039 25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND: WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsoor-

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 12 February 1996, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the date of publication of this notice and for the period ending 12 February 1996, 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.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND

MEDICAL AID FUND AGREEMENT

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

Building Industries Association North Boland

and

Bou Industrieë Assosiasie Wes-Boland

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

Building Workers' Union

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

being the parties to the Building Industrial Council, North and West Boland,

to amend the Medical Aid Fund Agreement published under Government Notice No. R. 3144 of 20 December 1991 (hereinafter referred to as the Re-enacting Agreement), as extended and amended by Government Notices Nos. R. 3037 and R. 3038 of 30 October 1992, R. 1888 of 8 October 1993 and R. 1998 of 22 October 1993.

1. SCOPE OF APPLICATION

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

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

- (b) in the Magisterial Districts of Worcester, Vredenburg, Hopefield, Piketberg, Moorreesburg, Ceres and Tulbagh.

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

eenkoms 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 12 Februarie 1996 eindig, bindend is vir die werkgewers-organisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Februarie 1996 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.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND

OOREENKOMS VIR DIE MEDIESE HULPFONDS

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

Building Industries Association North Boland

en

Bou Industrieë Assosiasie Wes-Boland

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

Building Workers' Union

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

wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland,

tot wysiging van die Ooreenkoms vir die Mediese Hulpfonds gepubliseer by Goewermentskennisgewing No. R. 3144 van 20 Desember 1991 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng en gewysig by Goewermentskennisgewings Nos. R. 3037 en R. 3038 van 30 Oktober 1992, R. 1888 van 8 Oktober 1993 en R. 1998 van 22 Oktober 1993.

1. TOEPASSINGSBESTEK

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

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

- (b) in die landdrosdistrikte Worcester, Vredenburg, Hopefield, Piketberg, Moorreesburg, Ceres en Tulbagh.

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

2. CLAUSE 9: CONTRIBUTIONS

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

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

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
Employees for whom wages are prescribed in—	Per hour	Per hour	Per hour
(i) clause 17 (1) (a)	23	23	23
(ii) clause 17 (1) (b) and (m) (1)	30	30	30
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	33	33	33
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	37	37	37
(v) clause 17 (1) (e), (m) (4) and (n) (3)	42	42	42
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	47	47	47
(vii) clause 17 (1) (g)	53	53	53
(viii) clause 17 (1) (h)	60	60	60
(ix) clause 17 (1) (i)	67	—	60
(x) clause 17 (1) (j)	67	67	67
(xi) clause 17 (1) (k)	67	—	67
(xii) clause 17 (1) (l)	76	76	76

2. KLOUSULE 9: BYDRAES

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

"(1) *Toelaes*: (a) Benewens enige ander besoldiging wat ingevolge die Hoofooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelae betaal wat hieronder bepaal word, welke bedrag die betaling van die werknemer se bydrae tot die Fonds moet dek:

Kategorie werknemer	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
Werknemers vir wie lone voorgeskryf word by—	Per uur	Per uur	Per uur
(i) klousule 17 (1) (a)	23	23	23
(ii) klousule 17 (1) (b) en (m) (1)	30	30	30
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	33	33	33
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	37	37	37
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	42	42	42
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	47	47	47
(vii) klousule 17 (1) (g)	53	53	53
(viii) klousule 17 (1) (h)	60	60	60
(ix) klousule 17 (1) (i)	67	—	60
(x) klousule 17 (1) (j)	67	67	67
(xi) klousule 17 (1) (k)	67	—	67
(xii) klousule 17 (1) (l)	76	76	76

(b) The allowances referred to in paragraph (a) shall be paid only where such employee has worked for 27 hours or more in any week for the same employer, and shall be payable for not more than 42 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(c) The allowances referred to in paragraph (a) shall not be payable where such employee has worked for less than 27 hours in any week for the same employer."

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

"(2) *Contributions*: (a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution, as the employee's contribution to the Fund, to the Council each week:

(b) Die toelaes in paragraaf (a) bedoel, word betaal slegs indien sodanige werknemer 27 uur of langer in enige week vir dieselfde werkgewer gewerk het, en is vir hoogstens 42 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk is.

(c) Die toelaes in paragraaf (a) bedoel, is nie betaalbaar nie indien sodanige werknemer minder as 27 uur in enige week vir dieselfde werkgewer gewerk het."

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

"(2) *Bydraes*: (a) Elke werkgewer moet op elke betaaldag die bydrae hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal:

Category of employee	As from 1 November 1994		
	Area "A"	Area "B"	Area "C"
	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a)	9,66	9,66	9,66
(ii) clause 17 (1) (b) and (m) (1)	12,60	12,60	12,60
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	13,86	13,86	13,86
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	15,54	15,54	15,54
(v) clause 17 (1) (e), (m) (4) and (n) (3)	17,64	17,64	17,64
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	19,74	19,74	19,74
(vii) clause 17 (1) (g)	22,26	22,26	22,26
(viii) clause 17 (1) (h)	25,20	25,20	25,20
(ix) clause 17 (1) (i)	28,14	—	25,20
(x) clause 17 (1) (j)	28,14	28,14	28,14
(xi) clause 17 (1) (k)	28,14	—	28,14
(xii) clause 17 (1) (l)	31,92	31,92	31,92

Kategorie werknemer	Vanaf 1 November 1994		
	Gebied "A"	Gebied "B"	Gebied "C"
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word by—			
(i) klousule 17 (1) (a)	9,66	9,66	9,66
(ii) klousule 17 (1) (b) en (m) (1)	12,60	12,60	12,60
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	13,86	13,86	13,86
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	15,54	15,54	15,54
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	17,64	17,64	17,64
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	19,74	19,74	19,74
(vii) klousule 17 (1) (g)	22,26	22,26	22,26
(viii) klousule 17 (1) (h)	25,20	25,20	25,20
(ix) klousule 17 (1) (i)	28,14	—	25,20
(x) klousule 17 (1) (j)	28,14	28,14	28,14
(xi) klousule 17 (1) (k)	28,14	—	28,14
(xii) klousule 17 (1) (l)	31,92	31,92	31,92

(b) The contributions referred to in paragraph (a) shall be deducted from an employee's wage only where such employee has worked for 27 hours or more in any week for the same employer, and where an employee has been employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed for 27 hours or more."

3. CLAUSE 11: FINANCE

Substitute the following for subclause (6):

"(6) The Committee shall submit to the Council annually not later than 30 June statements audited by a public accountant appointed by the Council and countersigned by the Chairman of the Committee, showing—

- the income and expenditure of the Fund during the 12 months ended on the last day of February;
- the assets and liabilities of the Fund at the end of the period mentioned."

Signed on behalf of the parties, this 6th day of September 1994.

P. J. DE WET,
Chairman.

H. K. VAN WEST,
Vice-Chairman.

N. J. KRUGER,
Secretary.

(b) Die bydraes in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs indien sodanige werknemer 27 uur of langer in enige week vir dieselfde werkgever gewerk het, en indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste 27 uur of langer in diens was."

3. KLOUSULE 11: FINANSIES

Vervang subklousule (6) deur die volgende:

"(6) Die Komitee moet jaarliks voor of op 30 Junie state wat geouditeer is deur 'n openbare rekenmeester deur die Raad aangestel en wat medeonderteken is deur die Voorster van die Komitee, aan die Raad voorlê, welke state die volgende toon:

- Die inkomste en uitgawe van die Fonds gedurende die 12 maande geëindig op die laaste dag van Februarie.
- die bates en laste van die Fonds aan die einde van genoemde tydperk."

Namens die partye op hede die 6de dag van September 1994 onderteken.

P. J. DE WET,
Voorsitter.

H. K. VAN WEST,
Ondervoorsitter.

N. J. KRUGER,
Sekretaris.

No. R. 2040 25 November 1994**LABOUR RELATIONS ACT, 1956****FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: EXTENSION OF MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 19 of 7 January 1994 and R. 657 of 15 April 1994, by a further period ending 30 June 1995.

T. T. MBOWENI,
Minister of Labour.

No. R. 2041 25 November 1994**LABOUR RELATIONS ACT, 1956****FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: AMENDMENT OF MAIN AGREEMENT**

- I, Tito Titus Mboweni, Minister of Labour, hereby —
- in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending on 30 June 1995, 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
 - in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) of Part 1, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, 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.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE****AGREEMENT**

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

Cape Furniture Manufacturers' Association

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

No. R. 2040 25 November 1994**WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, WES-KAAPLAND: VERLENGING VAN HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 19 van 7 Januarie 1994 en R. 657 van 15 April 1994, met 'n verdere tydperk wat op 30 Junie 1995 eindig.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 2041 25 November 1994**WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, WES-KAAPLAND: WYSIGING VAN HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby —

- kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, en vir die tydperk wat op 30 Junie 1995 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
- kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) van Deel 1 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, binderd 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.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND****OOREENKOMS**

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

Cape 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

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

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

to amend the Main Agreement of the Council published under Government Notice No. R. 19 of 7 January 1994 and extended by Government Notice No. R. 657 of 15 April 1994.

PART I

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREAS COVERED BY THE AGREEMENT, UNLESS THE CONTRARY IS STATED

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—
- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed in the Industry, respectively; and
- (b) in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (C.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuils River, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, and that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice No. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial Districts of Philipstown, Postmasburg and Prieska.
- (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.
- (3) Notwithstanding the provisions of subclauses (1) and (2), only the provisions of this Agreement as contained in clauses 18, 21, 24 and 38 (2) shall apply to an employer for as long as such employer—
- (a) carries no not more than one business with the scope of application of this Agreement; and
- (b) employs in or in connection with such business a maximum of four employees: Provided that in calculating the number of employees, a working employer shall be deemed to be employed: Provided further that, where such an employer elects voluntarily to contribute to any of the funds administered by the Council, then all the provisions of this Agreement shall apply to such employer.

2. DIVISION OF AGREEMENT

Insert the following expressions after the expression "Clause 48—Casual employees":

"Clause 49—Paternity Leave

Clause 50—New entrant".

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland,

tot wysiging van die Hoofooreenkoms van die Raad gepubliseer by Goewermentskennisgewing No. R. 19 van 7 Januarie 1994 en verleng by Goewermentskennisgewing No. R. 657 van 15 April 1994.

DEEL I

BEPALINGS VAN TOEPASSING OP DIE NYWERHEID ORAL IN DIE GEBIEDE GEDEK DEUR DIE OOREENKOMS, TENSY DIE TEENOORGESTELDE VERMELD WORD

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—
- (a) deur alle werkgewers wat lede van die werkgewers-organisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Nywerheid betrokke en daarin werksaam is; en
- (b) in die landdrosdistrikte Barkly-Wes, Beaufort-Wes, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Die Kaap, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (K.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuilsrivier, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg en die gedeelte van die landdrosdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing No. 1254 van 27 Junie 1975 in die landdrosdistrik Kuruman geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 in die landdrosdistrik Postmasburg geval het, Philipstown en Prieska.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—
- (a) slegs op werknemers vir wie lone by hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
- (b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens vasgestel is.
- (3) Ondanks subklousules (1) en (2) is slegs die bepalings van hierdie Ooreenkoms soos vervat in klousules 18, 21, 24 en 38 (2) van toepassing op 'n werkgewer solank as wat daardie werkgewer—
- (a) hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf; en
- (b) in of in verband met sodanige besigheid 'n maksimum van vier werknemers in diens het: Met dien verstande dat by die berekening van die aantal werknemers 'n werkende werkgewer geag word 'n werknemer te wees: Met dien verstande voorts dat waar so 'n werkgewer verkies om vrywillig by te dra tot enige van die fondse wat deur die Raad geadministreer word, al die bepalings van hierdie Ooreenkoms op sodanige werkgewer van toepassing is.

2. INDELING VAN OOREENKOMS

Voeg die volgende uitdrukkings in na die uitdrukking "Klousule 48—Los werknemers":

"Klousule 49—Vaderskapverlof

Klousule 50—Nuwe inkomeling".

3. 1. SCOPE OF APPLICATION OF AGREEMENT

Insert the expression "Mitchell's Plain," after the expression "Malmesbury,".

4. CLAUSE 3: DEFINITIONS

Insert the following new definition after the definition "hourly rate":

"'new entrant' means an employee (excluding employees for whom wages are prescribed in clauses 1 and 14 (1) and (3) of Part II of this Agreement) who has been employed in the Industry for less than an aggregate of six months, including verifiable previous period(s) of employment in the Industry;"

5. CLAUSE 11: EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

Substitute the following for subclause (2):

"(2) An employee whose wage as at the date of coming into operation of this agreement is in excess of the wage prescribed in Part II for an employee of his class of work shall receive an increment equal to the difference between the wage prescribed for his class of work as at 30 June 1994 and the wage prescribed for his class of work for the period ending 30 June 1995. Provided that this shall not apply to an employee for whom a wage is prescribed in clause 15 of Part II."

6. CLAUSE 13: HOLIDAYS AND THE HOLIDAY AND BONUS FUND

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

"(4) (a) (i) Should the employee have worked the normal hours of an establishment for the said period, or should the employee have worked less than such hours and provided that the time lost by the employee does not exceed four hours, the holiday bonus shall be 12½ per cent of his remuneration during that period;

(ii) should the time lost by the employee for any said period exceed four hours, the holiday bonus shall be equal to 7½ per cent of his remuneration during that period."

7. Insert the following new clause after clause 48:

"49. PATERNITY LEAVE

A male employee shall be entitled to a maximum of one day's paid paternity leave per annum: Provided that proof of the confinement is furnished to the employer's satisfaction."

8. Insert the following new clause after clause 49:

"50. NEW ENTRANT

The minimum wage of a new entrant shall not be less than the wage prescribed for his class of work as at the date of coming into operation of this agreement. Provided that the minimum wage of a new entrant engaged in all or any of the operations specified in clause 13 of Part II of this Agreement shall be R237,60 per week."

9. PART II

Substitute the following for PART II:

PART II

The wages prescribed hereunder shall subject to the provisions of clause 50 apply in accordance with clause 26 of Part I of the Agreement:

1. With the exception of the employees referred to in clause 2 to 15, inclusive, hereunder, each and every employee engaged in all or any of the operations performed in the Furniture Manufacturing Industry at the date of coming into operation of this Agreement shall be paid not less than the minimum wage prescribed hereunder: Provided that any new operation introduced and not specified in clauses 2 to 15 inclusive shall be paid for at not less than the minimum wage prescribed in this clause until such time as the Council has determined the wage rate for the operation.

3. 1. TOEPASSINGSBESTEK VAN OOREENKOMS

Voeg die uitdrukking "Mitchell's Plain" in na "Malmesbury".

4. KLOUSULE 3: WOORDOMSKRYWING

Voeg die volgende nuwe woordomskriving in na die woordomskriving "uurloon":

"'nuwe aankomeling' 'n werknemer (uitgesonderd werknemers vir wie lone in klausules 1 en 14 (1) en (3) van Deel II van hierdie Ooreenkoms voorgeskryf word) wat minder as 'n totaal van ses maande in die Nywerheid in diens is, met inbegrip van enige vorige tydperk(e) diens in die Nywerheid wat bevestig kan word;"

5. KLOUSULE 11: WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG

Vervang subklausule (2) deur die volgende:

"(2) 'n Werknemer wie se loon soos op die datum van inwerkingtreding van hierdie ooreenkoms hoër is as die loon in Deel II voorgeskryf vir 'n werknemer wat sy klas werk verrig, moet 'n verhoging ontvang wat gelyk is aan die verskil tussen die loon voorgeskryf vir sy klas werk soos op 30 Junie 1994 en die loon voorgeskryf vir sy klas werk vir die tydperk wat op 30 Junie 1995 eindig: Met dien verstande dat dit nie van toepassing is nie ten opsigte van 'n werknemer vir wie 'n loon in klausule 15 van Deel II voorgeskryf word."

6. KLOUSULE 13: VAKANSIEDAE EN DIE VAKANSIE-EN BONUSFONDS

Vervang subklausule (4) (a) (i), (ii) en (iii) deur die volgende:

"(4) (a) (i) As die werknemer die gewone ure van 'n bedryfsinrigting vir gemelde tydperk gewerk het, of as die werknemer minder as daardie ure gewerk het en mits die tyd deur die werknemer verloor nie vier uur oorskry nie, moet die vakansiebonus gelykstaan met 12½ persent van sy besoldiging gedurende daardie tydperk;

(ii) as die tyd wat die werknemer in enige gemelde tydperk verloor meer as vier uur is, moet die vakansiebonus gelykstaan met 7½ persent van sy besoldiging gedurende daardie tydperk."

7. Voeg die volgende nuwe klausule in na klausule 48:

"49. VADERSKAPVERLOF

'n Manlike werknemer is geregtig op 'n maksimum van een dag vaderskapverlof per jaar met besoldiging: Met dien verstande dat bewys van die bevalling tot bevrediging van die werkgewer gelewer word."

8. Voeg die volgende nuwe klausule in na klausule 49:

"50. NUWE INKOMELING

Die minimum loon van 'n nuwe inkomeling moet nie minder wees nie as die loon voorgeskryf vir sy klas soos op 30 Junie 1994: Met dien verstande dat die minimum loon van 'n nuwe inkomeling wat al of enige van die werksaamhede vermeld in klausule 13 van Deel II van hierdie Ooreenkoms verrig, R237,60 per week moet wees."

9. DEEL II

Vervang DEEL II deur die volgende:

DEEL II

Die lone wat hieronder voorgeskryf word, is onderhewig aan die bepalings in klausule 50 van toepassing ooreenkomstig klausule 26 van Deel I van die Ooreenkoms:

1. Met uitsondering van die werknemers bedoel in klausules 2 tot en met 15 hieronder, moet elke werknemer in diens in al of enige van die werksaamhede wat in die Meubelnywerheid verrig word op die datum waarop hierdie Ooreenkoms in werking tree, minstens die minimum loon betaal word wat hieronder voorgeskryf word: Met dien verstande dat daar vir elke nuwe werksaamheid wat ingestel word en wat nie in klausules 2 tot en met 15 vermeld word nie, betaal moet word teen minstens die minimum loon by hierdie klausule voorgeskryf word, tot tyd en wyl die Raad die loonskaal vir die werksaamheid vasgestel het.

	For the period ending 30/6/95 R		Vir die tyd- perk wat op 30/6/95 eindig R
Minimum wage per week	376,40	Minimum loon per week	376,40
2. Trainees employed in learning the operations covered by clause 1 of Part II of the Agreement:		2. Kwekelinge in diens om die werksaamhede te leer wat deur klousule 1 van Deel II van hierdie Ooreenkoms gedek word:	
For the first year, 50 per cent of the wage rate prescribed in clause 1.		Vir die eerste jaar, 50 persent van die loon by klousule 1 voorgeskryf.	
For the second year, 60 per cent of the wage rate prescribed in clause 1.		Vir die tweede jaar, 60 persent van die loon by klousule 1 voorgeskryf.	
For the third year, 70 per cent of the wage rate prescribed in clause 1.		Vir die derde jaar, 70 persent van die loon by klousule 1 voorgeskryf.	
For the fourth year, 80 per cent of the wage rate prescribed in clause 1.		Vir die vierde jaar, 80 persent van die loon by klousule 1 voorgeskryf.	
Thereafter, the wages prescribed in clause 1.		Daarna, die lone by klousule 1 voorgeskryf.	
3. Probationers engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, during the authorised probation period: 50 per cent of the wage rate prescribed in clause 1 above.		3. Proeffleerlinge werksaam in 'n ambag of vertakking van 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, gedurende die gemagtigde proeftydperk: 50 persent van die loonskaal by klousule 1 hierbo voorgeskryf.	
4. Employees engaged in— upholstering of spring or firm bed bases. }	313,80	4. Werknemers wat veer- of vaste basisse van bedeens stof- feer. }	313,80
5. Employees engaged in—		5. Werknemers wat—	
(1) boring holes;		(1) gate boor;	
(2) filling cushions with spring interiors and/or spring units;		(2) kussings met veerbinnewerk en/of veereenhede vul;	
(3) fixing ready-made cane mats;		(3) klaargemaakte rottangmatte vassit;	
(4) morticing on the mortice machine only;		(4) tapgate slegs op tapmasjiens boor;	
(5) tenoning on a single head tenoning machine only;		(5) tapsny slegs op enkeloptapsnymasjiens;	
(6) operating the hinge recessing machine to cut recesses for locks and hinges;		(6) die uitholmasjiens bedien om uithollings vir slotte en skarniere te sny;	
(7) setting up and/or operating drum sander, open belt sander, wide belt sander, open disc sander, bobbin sander and air-filled sander, but excluding burnishing, compounding or polishing, and all other operations that can be performed on a wide belt sander;	292,90	(7) 'n dromskuurder, oopskyfskuurder tolskuurder en luggevalde skuurder opstel en/of bedien maar geen bruining, mengwerk of polering nie—en alle ander werksaamhede wat met 'n wyebandskuurder gedoen kan word, verrig;	292,90
(8) Setting up and/or operating and/or performing work with one or more of the following machines;		(8) een of meer van die volgende masjiene opstel en/of bedien en/of werk daarmee verrig;	
(a) jig saw;		(a) 'n uitsnysaag;	
(b) guillotine;		(b) 'n guillotine;	
(c) leaf-cramp;		(c) 'n bladklamp;	
(9) buttoning, other than diamond quilted buttoning where it is done by hand.		(9) knope aanwerk, uitgesonderd die aanwerk van knope met die hand by diamantvormige deurstikwerk.	
6. Employees engaged in—		6. Werknemers wat—	
(1) applying wax;		(1) was aansit;	
(2) bending or laminating solid timber by hand or mechanical process;		(2) soliede hout met die hand of meganies buig of lamelleer;	
(3) bleaching of furniture;		(3) meubels bleik;	
(4) bolting all types, excluding the attachment of locks, hinges, all types of ornaments and handles not provided for in subclause (8);		(4) alle soorte boutwerk doen, uitgesonderd die aansit van slotte, skarniere, alle soorte ornamente en handvatsels wat nie in subklousule (8) gemeld word nie;	
(5) burnishing and/or compounding by hand or portable sander and/or buffer;	272,00	(5) met die hand of 'n draagbare skuurder en/of fynskuurmasjiens bruineer en/of mengwerk doen;	272,00
(6) filling holes, cracks and/or open grain surfaces of furniture with wood filler, plaster of Paris or similar substances;		(6) gate, barste en/of grofdradige oppervlakke in meubels met houtvulsel, gips of dergelike stowwe vul;	
(7) fitting castors, sockets, domes, threaded sockets or nuts, nut covers, ferules and glides;		(7) rolwielletjies, sokke, koepels, skrofsokke of moere, moederksels, beslagringe en glystukke aansit;	
(8) fixing handles by screws, bolts and nuts, and screwbolts, through prebored holes;		(8) handvatsels deur middel van skroewe, boute, moere en skroefboute deur vooraf geboorde gate vasheg;	

	For the period ending 30/6/95 R	Vir die tyd- perk wat op 30/6/95 eindig R
(9) fixing webbing and/or substitutes, attaching of coil springs to such webbing and/or substitutes, but excluding the lashing of such coil springs, but excluding the covering of any springs in any manner whatsoever;		(9) singelband en/of plaasvervangers aansit, kronkelvere aan sodanige singelband en/of plaasvervangers aansit, maar nie sodanige kronkelvere vaswoel nie. Dié werk sluit die bedekking van vere op watter manier ook al uit;
(10) fixing bed irons, bed brackets, hanger bolts and plates;		(10) bedysters, bedarmpies, hangerboute en plate aansit;
(11) hooking on helical springs and/or zig-zag or no-sag type of springing;	272,00	(11) heliese vere en/of sigsag- of nie-insakveerwerk inhaak;
(12) inserting ornamental plastic or metal beading into prepared grooves;		(12) ornamentele kraallyswerk van plastiek of metaal in gemaakte groewe plaas;
(13) making and/or pointing wooden dowels and pins by hand and/or machine;		(13) houttappenne en penne met die hand en/of 'n masjien maak en/of afspits;
(14) painting and/or filling edges prior to polishing or spraying;		(14) rande verf en/of vul voor polering of bespuiting;
(15) riempie work (the attachment of riempies to chairs, stools and couches);		(15) riempiewerk doen (riempies aan stoele, bankies en rusbanke vasheg);
(16) removing polish or paint from polished or painted furniture;		(16) politoer of verf van gepoleerde of geverfde meubels verwyder;
(17) sandpapering by hand and/or portable sander, regardless of whether the article sand papered is stationary or rotating and/or whether the portable sander is fixed or loose;	274,20	(17) met die hand en/of draagbare skuurder skuur, ongeag of die artikel wat geskuur word, stilstaan of draai en/of die draagbare skuurder los of vas is;
(18) spraying metal;		(18) metaal bespuit;
(19) staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors;		(19) slegs met die hand beits, olie en/of hernuwe en oortollige olie en grint uit binnestes verwyder;
(20) stippling the background of carving;		(20) die agtergrond van houtsnijwerk stip-pel;
(21) tacking on bottoms to upholstered articles and of cardboard, calico or similar material backs to upholstered headboards;		(21) onderstukke aan gestoffeerde artikels vasspyker en rugkante van karton, kaliko of soortgelyke materiaal aan gestoffeerde kopplanke vasspyker;
(22) tacking plywood on to loose seat frames prior to upholstery;		(22) laaghout aan los sitplekrame vasspyker voordat dit gestoffeer word;
(23) teasing coir or other materials by machine;		(23) klapperhaar of ander materiaal met 'n masjien uitpluis;
(24) touching up by hand only furniture sprayed and finished with a pigmented but not translucent lacquer;		(24) slegs met die hand meubels opknop wat bespuit en afgewerk is met 'n lakverniss wat gepigmenteer maar nie deurskynend is nie;
(25) unscrewing doors and fittings from furniture so that such doors and furniture can be waxed or polished;	272,00	(25) deure en toebehore van meubels afskroef sodat sodanige deure en meubels bewas of gepoleer kan word;
(26) attaching mirrors by means of adhesive tape;		(26) spieëls deur middel van kleefband vassit;
(27) feeding and/or off-loading and/or operating flow coating machines, but excluding the setting up thereof;		(27) vloei-besrykingsmasjiene voer en/of ontlai en/of bedien, maar nie opstel nie;
(28) stapling gauze on to loudspeakers and/or other panels;		(28) gaas op luidsprekers en/of ander panele vaskram;
(29) making moulded embellishments for carving only;		(29) gevormde versierwerk maak slegs vir uitsnywerk;
(30) all bolting, including the bolting of fittings;		(30) alle boutwerk, met inbegrip van die vasbout van toebehore;
(31) tacking or stapling cardboard or any substitutes to bare frames.		(31) karton of plaasvervangers daarvan aan kaal rame vasspyker of vaskram.
7. Employees engaged in—		7. Werknemers wat—
(1) bedding making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interiors, all types of wire springs, chain and/or spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts; the knocking on and/or hooking on of spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations contained in clauses 8, 9 and 14 (9);	292,90	(1) beddegoed maak, waarby bedoel word die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeelte, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, katoenvulsel, haarveselwol, vere, gras, kaf, strooi, rubber, of 'n ander dergelyke stof; of 'n kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoelkussings, peule, bomatrasse, bedspreie, veermatrasdrade, kettingveermase, mase, spiraalvere en heliese vere aan rame vir beddegoed, aanklop en/of aanhaak, maar met uitsluiting van die diverse werksaamhede in klousules 8, 9 en 14 (9);

For the
period ending
30/6/95
R

Vir die tyd-
perk wat op
30/6/95 eindig
R

- (2) filling of cushions with spring interiors and/or spring units;
- (3) laying out filling material upon a spring unit used in mattresses and cushions;
- (4) operating a top quilting machine;
- (5) preparing frames and rollers for the top quilting machine;
- (6) roll edging by hand or machine;
- (7) securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress;
- (8) securing, sewing or stapling interfaced pads to spring units, whether by hand or machine;
- (9) side stitching borders;
- (10) stuffing filling into mattress cases, whether by hand or machine;
- (11) tape edging a spring interior mattress;
- (12) tufting by hand or machine;
- (13) weaving spring mesh.

292,90

8. Employees engaged in—

- (1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;
- (2) closing up, by hand or machine, the mouth of a mattress;
- (3) closing pillows, cushions, and bolsters;
- (4) cutting tops, borders and cases for mattresses, covered bed bases and bedpillows;
- (5) joining border lengths;
- (6) operating a border quilting machine, irrespective of whether the quilting of the border is produced by thread or eyelets;
- (7) sewing mattress handles to borders;
- (8) sewing quilted borders onto mattress units prior to tape edging.

286,30

9. Employees engaged in—

- (1) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made;
- (2) assisting the mattress-maker in filling a mattress and/or the temporary closing of covers of mattresses and borders by means of skewers and/or pins;
- (3) attaching spring units to bed frames;
- (4) affixing lugs to mattress frames, excluding boring and morticing the rails;
- (5) attaching loops to buttons or tufts;
- (6) attending a loopmaking machine;
- (7) bolting by hand of bed mattress frames, studio couch frames and cots;
- (8) cutting and making pads, irrespective of materials used;
- (9) cutting quilted borders to length;
- (10) feeding an interlacing machine;
- (11) fitting castors and sockets, but excluding the boring of holes;
- (12) fixing bed irons and/or bed brackets;
- (13) hanging loops on needles in compression tufting;
- (14) loading, wheeling and operating a cloth-spreading machine;
- (15) operating a teasing machine;
- (16) positioning and fixing laths, lath cleats and/or cross-bars and/or fixing webbing to mattress or bed frames;

272,00

- (2) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (3) vulsel spreid of veereenhede wat in matrasse en stoelkussings gebruik word;
- (4) 'n topdeurstikmasjien bedien;
- (5) rame en rollers vir die topdeurstikmasjien berei;
- (6) rolkantwerk met die hand of 'n masjien doen;
- (7) matrastoppe, hetsy gestik of nie, in posisie vassit om 'n vooraf geboude binnewerk of binneveermatras te bou;
- (8) deurgevlegte kussinkies met die hand of 'n masjien aan veereenhede vassit, vasstik of vaskram;
- (9) rande systik;
- (10) vulsel met die hand of 'n masjien in matrasslope instop;
- (11) bande aan kante van 'n binneveermatras vasstik;
- (12) kwassies met die hand of 'n masjien maak;
- (13) veermaas vleg.

292,90

8. Werknemers wat—

- (1) alle stikwerk doen wat nodig is by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortreksels en onderdele;
- (2) met die hand of 'n masjien die bek van die matras toewerk;
- (3) kopkussings, stoelkussings en peule toewerk;
- (4) toppe, rande en oortreksels vir matrasse, bedekte bedvoetstukke en kopkussings uitsny;
- (5) kantlengtes saamvoeg;
- (6) 'n randdeurstikmasjien bedien, ongeag of die rand met draad of met ogies deurgestik word;
- (7) matrashandvatsels aan kante vasstik;
- (8) gestikte rande aan matraseenhede vasstik voordat die bande aangestik word.

286,30

9. Werknemers wat—

- (1) geweefde draadmaas en kettingveermaas in rame vir beddegoed monteer, daaraan vasslaan of vashaak, ongeag die materiaal waarvan die rame gemaak is;
- (2) 'n matrasmaker help om matrasse te vul en/of slope van matrasse en rande tydelik te sluit deur middel van steek penne en/of spelde;
- (3) veereenhede aan bedrame heg;
- (4) handvatsels aan matrassrame heg, maar nie hoekysters boor en tap nie;
- (5) lusse aan knope of kwassies heg;
- (6) 'n lusmasjien bedien;
- (7) bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (8) kussinkies uitsny en maak, ongeag die materiaal gebruik;
- (9) deurgestikte kante volgens lengte uitsny;
- (10) 'n deurvlegmasjien voer;
- (11) rolwielletjies en sokke aansit maar nie gate boor nie;
- (12) bedysters en/of bedarmpies aansit;
- (13) lusse by drukpluiswerk aan naalde hang;
- (14) 'n doekspreimasjien laai, stoot en bedien;
- (15) 'n uitpluismasjien bedien;
- (16) latte, latklampe en/of dwarsstawe in posisie plaas en vassit en/of singelband aan matrasse of bedrame heg;

272,00

	For the period ending 30/6/95 R		Vir die tyd- perk wat op 30/6/95 eindig R
(17) positioning and securing a mesh to a mattress frame;	272,00	(17) 'n maas op 'n matrasraam in posisie plaas en daaraan heg;	272,00
(18) preparing spools for border quilting machine;		(18) spoel vir 'n randdeurstikmasjien berei;	
(19) punching holes and fitting ventilators and handles to mattress borders;		(20) rame vir beddegoed met die hand beits en/of vernis.	
(20) staining and/or varnishing, by hand, frames for bedding.			
10. Learners employed in learning the classes of work referred to in clause 7:		10. Leerlinge in diens om die klasse werk bedoel in kousule 7 te leer:	
For the first six months of employment, 50 per cent of the wage prescribed in clause 7.		Vir die eerste ses maande diens, 50 persent van die loon by kousule 7 voorgeskryf.	
For the second six months of employment, 60 per cent of the wage prescribed in clause 7.		Vir die tweede ses maande diens, 60 persent van die loon by kousule 7 voorgeskryf.	
For the third six months of employment, 70 per cent of the wage prescribed in clause 7.		Vir die derde ses maande diens, 70 persent van die loon by kousule 7 voorgeskryf.	
For the fourth six months of employment, 80 per cent of the wage prescribed in clause 7.		Vir die vierde ses maande diens, 80 persent van die loon by kousule 7 voorgeskryf.	
Thereafter, the wages prescribed in clause 7.		Daarna, die lone by kousule 7 voorgeskryf.	
11. Employees engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, bolsters, pelmets or curtains and/or in tacking, glueing or stapling gimp and/or fringes, but excluding cutting covers.	286,30	11. Werknemers wat uitsluitlik of gedeeltelik werk- saam is in enige van die volgende werksaam- hede of prosesse wat met die hand of 'n meganiese toestel verrig word: Glipsteekwerk, vasnaai en/of aanmekaarvoeg van oortreksels, klappe, stoelkussings, koorde, peule, gordynkappe of gordyne en/of vasryg, vaslym of vaskram van omboorsel en/of fraillings, maar nie die uitsny van oortreksels nie.	286,30
12. Learners employed in learning the class of work referred to in clause 11:		12. Leerlinge in diens om die klas werk bedoel in kousule 11 te leer:	
For the first six months of employment, 50 per cent of the wage prescribed in clause 11.		Vir die eerste ses maande diens, 50 persent van die loon by kousule 11 voorgeskryf.	
For the second six months of employment, 60 per cent of the wage prescribed in clause 11.		Vir die tweede ses maande diens, 60 persent van die loon by kousule 11 voorgeskryf.	
For the third six months of employment, 70 per cent of the wage prescribed in clause 11.		Vir die derde ses maande diens, 70 persent van die loon by kousule 11 voorgeskryf.	
For the fourth six months of employment, 80 per cent of the wage prescribed in clause 11.		Vir die vierde ses maande diens, 80 persent van die loon by kousule 11 voorgeskryf.	
Thereafter, the wages prescribed in clause 11.		Daarna, die lone by kousule 11 voorgeskryf.	
13. Employees engaged in—		13. Werknemers wat—	
(1) applying and/or spreading glue and glue hardeners by hand, brush or machine, but expressly excluding putting together or assembling furniture parts.	267,60	(1) lym en lymverharders met die hand, kwas of masjien aansit en/of sprei, maar uitdruklik met uitsondering van die aanmekaarsit of monter van meubelonderdele.	267,60
This exclusion shall not apply to the employees referred to in subclause (39) hereunder;		Hierdie uitsonderings is nie van toe- passing op die werknemers wat in subkousule (39) hieronder gemeld word nie.	
(2) assisting a furniture machinist in handling materials before and after machining;		(2) 'n meubelmasjienwerker help om mate- riale voor en na masjienwerk te han- teer;	
(3) assisting upholsterers by holding cover;		(3) 'n stoffeerder help deur die oortreksel vas te hou;	
(4) attending boiler, incinerator and/or oven;		(4) 'n stoormketel, verbrander en/of oond bedien;	
(5) attending to dust bags and/or cyclones from sanding machines;		(5) toesig hou oor stofsakke en/of siklone van skuurmasjiene;	
(6) baling and dipping upholstery springs;		(6) stoffeerspringvere baal en indompel;	
(7) beating and/or teasing coir by hand;		(7) klapperhaar met die hand uitklop en/of uitpluis;	
(8) bending, riveting, drilling and/or assembling metal parts;		(8) metaaldele buig, klink, boor en/of in- mekaarsit;	
(9) cleaning and blowing down equip- ment;		(9) uitrustig skoonmaak en -blaas;	
(10) cleaning machinery, plant, tools, spray guns and utensils;		(10) masjinerie, uitrustig, gereedskap, spuittoestelle en werktuie skoonmaak;	
(11) cleaning and sweeping premises;		(11) persele skoonmaak en vee;	
(12) cleaning metal rods;		(12) metaalstawe skoonmaak;	
(13) cutting metal rods, hinges, metal tubes, metal strips, chain, wire hoop and all similar materials;		(13) metaalstawe, skarniere, metaalbuise, metaalstrookies, kettings, hoepelyster en alle dergelike materiaal sny;	
(14) cutting and glueing together rubber or substitutes and fixing such rubber or substitutes on to bare frames and seats and flypieces, and fixing and/or glueing such rubber or substitutes to material covers prior to quilting, but excluding the sewing, stapling or tack- ing thereof;		(14) rubber of plaasvervangers sny en vas- lym en sodanige rubber of plaasver- vangers aan kaal rame en sitplekke en teenstroke vasheg, en sodanige rubber of plaasvervangers aan stofbekleding vasheg en/of vaslym voordat dit gestik word, maar dit nie vaswerk, vaskram of vasryg nie;	

For the
period ending
30/6/95
R

Vir die tyd-
perk wat op
30/6/95 eindig
R

- (15) the delivery of messages;
- (16) delivery by manually propelled vehicles;
- (17) filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units;
- (18) fixing any kind of glue block;
- (19) gluing sandpaper discs;
- (20) glue-mixing, mass-measuring and preparing;
- (21) handling and carrying materials;
- (22) inserting rubber units into mattress cases;
- (23) inserting screws preparatory to screwing;
- (24) knocking in dowels and/or corrugated fasteners;
- (25) lime washing;
- (26) loading and unloading jigs with material in preparation for machining: Provided that such jigs are not used for cramping of furniture parts;
- (27) loading and unloading kilns;
- (28) loading and/or unloading vehicles;
- (29) loading and unloading vacuum bags and presses of any kind;
- (30) making buttons;
- (31) making and jointing sandpaper or discs and belts for open belt sander;
- (32) making tea or other similar beverages;
- (33) marking by template, pattern and/or jig in preparation for machining and/or cutting;
- (34) oiling and greasing machines and/or vehicles;
- (35) operating the tenon squashing machine;
- (36) operating veneer presses, but excluding the pressing together of machined and/or veneered parts;
- (37) packing articles into cartons and/or cardboard containers and/or bags and thereafter filling and closing such cartons and containers and bags;
- (38) pushing or pulling a vehicle or handcart;
- (39) assisting in putting together or assembling furniture parts which are to be cramped or are being cramped or clamped: Provided that the ratio of such assistants to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping or clamping shall not exceed two to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in clause 1 of this Part;
- (40) removing the glue from furniture;
- (41) removing veneer edges;
- (42) removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes;
- (43) riveting or making threads on iron bolts and rods;
- (44) stacking parts after pressing;
- (45) straightening and/or cutting hoop iron used for webbing;
- (46) straining materials;
- (47) stripping upholstery and bedding;
- (48) taping veneers and attending veneer press;
- (49) taping, stapling and/or tacking veneers, plywood and hardboard on to frames or core material for pressing;

267,60

- (15) boodskappe aflewer;
- (16) met handvoertuie aflewer;
- (17) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of veereenhede nie;
- (18) enige soort gelymde blok vasheg;
- (19) skuurpapierskywe vaslym;
- (20) lym meng, massameet en berei;
- (21) materiaal hanteer en dra;
- (22) rubbereenhede in matrasslope insit;
- (23) skroewe insteek voordat dit vasgeskroef word;
- (24) tappen en/of kartelkramme inslaan;
- (25) afwit;
- (26) klemtoestelle met materiaal laai en ontlaai ter voorbereiding vir masjinerie: Met dien verstande dat sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kramp nie;
- (27) drooggoonde laai en ontlaai;
- (28) voertuie laai en/of aflaai;
- (29) alle soorte vakuumsakke en perse laai en ontlaai;
- (30) knope maak;
- (31) skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg;
- (32) tee of ander dergelike drankie maak;
- (33) met leipatroonplaat, patroon en/of setmaat afmerk ter voorbereiding vir masjinerie en/of snywerk;
- (34) masjiene en/of voertuie olie en smeer;
- (35) tapplatdrukmasjiene bedien;
- (36) fineerperse bedien, maar nie gemasjineerde of gefineerde dele saampers nie;
- (37) artikels in kartonne en/of kartonhouers en/of sakke verpak en daarna dié kartonne en kartonhouers en sakke vul en toemaak;
- (38) 'n voertuig of handkar stoot of trek;
- (39) help met die inmeekaarsit of montering van meubelonderdele wat vasgeklemd word of nog geklem of geklamp moet word: Met dien verstande dat die verhouding van sodanige assistente tot werknemers wat klem- of klampwerk doen en wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskrif word hoogstens twee tot een mag wees en dat sodanige assistente nie geag moet word assistente te wees nie tydens die afwesigheid van voornoemde werknemer wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskrif word;
- (40) lym van meubels verwyder;
- (41) fineerrande verwyder;
- (42) lym en papier van geperste fineerhout, gom of ander bande verwyder, afwas en/of skoonmaak;
- (43) ysterboute en -stawe vasklink of draad daaraan sny;
- (44) onderdele en parswerk opstapel;
- (45) hoepelyster wat vir singelbandwerk gebruik word reguit maak en/of sny;
- (46) materiaal deursyg;
- (47) stoffeersel en beddegoed uitmekaarhaal;
- (48) fineerhout vasbind en 'n fineerpers bedien;
- (49) fineerstukke, laaghout en hardbord met bande, kramme en/of hegspykers vir parswerk aan rame of kernmateriaal vassit;

267,60

For the
period ending
30/6/95
R

Vir die tyd-
perk wat op
30/6/95 eindig
R

- (50) tapeless jointing by machine;
- (51) teasing coir or any other materials by hand;
- (52) treating timber for preservation;
- (53) unpacking, baling and unbalancing raw materials;
- (54) veneering edges;
- (55) mass-measuring pillows, bolsters, quilts and cushions;
- (56) washing and/or wiping off glue;
- (57) wrapping in paper or cardboard and/or plastic sheeting;
- (58) rasping and/or filing and/or scraping (operations for carving only);
- (59) stipple punching for carving;
- (60) affixing strengthening wood strips to completed furniture for the purpose of packing or transporting;
- (61) making packing crates and/or cases for furniture and parts thereof;
- (62) packing furniture and/or furniture parts in hessian, crates, cardboard containers or plastic sheeting and the closing thereof;
- (63) removing fittings and/or parts from articles of furniture to facilitate transport and/or packing;
- (64) assisting the mattress-maker in the operation of a deep (top) quilting machine.

267,60

- (50) bandlose laswerk met 'n masjien doen;
- (51) klapperhaar of ander materiaal met die hand pluus;
- (52) hout vir preserving behandel;
- (53) grondstowwe uitpak, baal en uit bale haal;
- (54) rande fineer;
- (55) kopkussings, peule, bedspreie en stoelkussings massameet;
- (56) lym afwas en/of afvee;
- (57) artikels in papier of karton en/of plastiekstroke toedraai;
- (58) rasper en/of vyl en/of skraap (werk-saamhede slegs vir uitsnywerk);
- (59) stippelpens vir uitsnywerk;
- (60) versterkende houtstroke aan afge-werkte meubels aanbring vir verpak-kings of vervoerdoeleindes;
- (61) verpakingskrate en/of kaste vir meubels en dele daarvan maak;
- (62) meubels en/of meubeldele in going, kratte, kartonhouers of plastiekstroke verpak en dit toemaak;
- (63) toebehore en/of dele van meubel-stukke verwyder om die vervoer- en/of verpakking daarvan te vergemaklik;
- (64) die matrasmaker help om 'n diep(top) deurstikmasjien te bedien.

267,60

14. Werknemers in diens—

14. Employees employed—

For the
period ending
30/06/95

Vir die
tydperk wat
op 30/06/95
eindig

Per week

R

- (1) in welding other than spot welding 376,40
- (2) in spot welding 280,80
- (3) in maintenance of machinery 376,40
- (4) as despatch clerk, storeman, timekeeper ... 280,80
- (5) as caretaker, watchman 273,10
- (6) as driver of a motor vehicle the unladen mass of which exceeds 4 540 kg according to licence 301,70
- (7) as driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers, does not exceed 4 540 kg according to licence 289,60
- (8) as driver of a fork lift vehicle 272,00
- (9) in connection with any processes in the contruction of spring interiors and/or spring units and the manufacture of their component parts 272,00

Per month

R

- 15. *Office employees:* Notwithstanding anything to the contrary in this Agreement, employees engaged in writing, filing or any other form of clerical work and including cashiers and telephone operators shall be paid not less than 1 103,50
- 16. *Foremen:* 16 per cent above the minimum wage prescribed in this Agreement for a category of employees under supervision: Provided that where a foreman supervises more than one category of employees the wage rate prescribed for the highest category under supervision plus 16 per cent, shall apply.

10. ANNEXURE A

Substitute the expression "Holiday Fund—

12½%—40 hrs or more

7½%—less than 40 hrs" for the expression

- (1) vir sweiswerk, uitgesonderd puntsweiswerk 376,40
- (2) vir puntsweiswerk 280,80
- (3) vir onderhoud van masjinerie 376,40
- (4) as versendingsklerk, magasynman, tyd-opnemer 280,80
- (5) as opsigter, wag 273,10
- (6) as drywer van 'n motorvoertuig waarvan die onbelaste massa volgens lisensie meer as 4 540 kg is 301,70
- (7) as drywer van 'n motorvoertuig waarvan die onbelaste massa saam met dié van 'n sleepwa of sleepwaens volgens lisensie hoogstens 4 540 kg is 289,60
- (8) as drywer van 'n vurkhyswa 272,00
- (9) in verband met die prosesse by die bou van veerbinnewerk en/of veereenhede en die vervaardiging van hul samestellende dele 272,00

Per maand

R

- 15. *Kantoorwerknemers:* Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet werknemers wat skryf-, liasseer- of 'n ander vorm van klerklike werk verrig, met inbegrip van kassiere en telefoniste minstens die volgende betaal word 1 103,50
- 16. *Voormanne:* 16 persent bo die minimum loon in hierdie Ooreenkoms voorgeskryf vir 'n kategorie werknemers onder toesig: Met dien verstande dat waar 'n voorman toesig het oor meer as een kategorie werknemers, die loonskaal voorgeskryf vir die hoogste kategorie onder toesig, plus 16 persent, van toepassing is.

10. AANHANGSEL A

Vervang die uitdrukking "Vakansiefonds—

12½%—43 uur of meer

7½%—minder as 43 uur tot 42½ uur

16½%—minder as 42½ uur" deur die volgende:

"Holiday Fund—

- 12½% — 43 hrs or more
 7½% — less than 43 hrs up to 42½ hrs
 6½% — less than 42½ hrs"

Signed at Salt River, on behalf of the parties, this 19th day of August 1994.

P. DAMPIES,

Chairman.

V. SEBBA,

Vice-Chairman.

I. KENNEY,

Secretary.

"Vakansiefonds—

- 12½% — 40 uur of meer
 7½% — minder as 40 uur"

Geteken te Sout Rivier, namens die partye op hede die 19de dag van Augustus 1994.

P. DAMPIES,

Voorsitter.

V. SEBBA,

Onder-voorsitter.

I. KENNEY,

Sekretaris.

No. R. 2042

25 November 1994

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, NATAL: AMENDMENT OF MEDICAL AID FUND AGREEMENT

I, Tito Titus, Mboweni, Minister of Labour, 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 Amendment 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 1995, 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.

T. T. MBOWENI,

Minister of Labour.

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

Metal and Electrical Workers' Union of South Africa

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

being the parties to the Industrial Council for the 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 amended and extended by Government Notices Nos. R. 1214 of 9 June 1989, R. 396 of 23 February 1990, R. 1493 of 29 June 1990, R. 1872 of 10 August 1990, R. 1232 of 30 May 1991, R. 2048 of 23 August 1991, R. 2444 of 28 August 1992, R. 309 of 26 February 1993, R. 892 of 28 May 1993, R. 1139 of 2 July 1993 and R. 202 of 4 February 1994.

No. R. 2042

25 November 1994

WET OP ARBEIDSVERHOUDING, 1956

ELEKTROTEGNIJSE NYWERHEID, NATAL: WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS

Ek, Tito Titus, Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir die werkgeversorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of verenigings is.

T. T. MBOWENI,

Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIJSE NYWERHEID (NATAL)

MEDIESE HULPFONDSOOREENKOMS

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

Electrical Contractors' Association (South Africa)

(hierna die "werkgevers" of die "werkgeversorganisasie" genoem), aan die een kant, en die

South African Electrical Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

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

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

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1659 van Augustus 1988 (hierna die Herbekragtigingsooreenkoms genoem), soos gewysig en verleng by Goewermentskennisgewings Nos. R. 1214 van 9 Junie 1989, R. 396 van 23 Februarie 1990, R. 1493 van 29 Junie 1990, R. 1872 van 10 Augustus 1990, R. 1232 van 30 Mei 1991, R. 2048 van 23 Augustus 1991, R. 2444 van 28 Augustus 1992, R. 309 van 26 Februarie 1993, R. 892 van 28 Mei 1993, R. 1139 van 2 Julie 1993 en R. 202 van 4 Februarie 1994.

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, and 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 as it exist immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

(2) The terms of this Agreement shall not apply to employers and their employees who are participants with the employers in any scheme providing medical benefits, in existence on 3 January 1986, 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 ceased to be covered by, a fund or scheme referred to in that subclause.

2. CLAUSE 9: CONTRIBUTIONS

Substitute the following for the table appearing in subclause (1):

"M (member): R28,00.
M + 1 (member with one dependant): R31,00.
M + 2 (member with two dependants): R34,50.
M + 3 (member with three dependants): R38,00.
M + 4 + (member with four and more dependants): R41,00".

3. CLAUSE 10: BENEFITS

In subclause (1), substitute the following for paragraphs (a) to (f):

"(a) 100% of the scale of benefits for expenses, including expenses for confinements, other than expenses for ordinary dental services, optical services, prescriptions, special dental services and medical and surgical accessories limited to the following maxima per financial year:

Single member	Member with one or two dependants	Member with three or more dependants
(M)	(M + 1) and (M + 2)	(M + 3) and (M + 4 +)
R10 000	R13 500	R17 500

(b) 100% of the scale of benefits for ordinary dental services, including plastic dentures, limited to the following maxima per financial year:

Single member	Member with one or two dependants	Member with three or more dependants
(M)	(M + 1) and (M + 2)	(M + 3) and (M + 4 +)
R1 250	R1 500	R1 700

(c) 100% of the cost of optical services, including eye-testing and spectacles, limited to the following maxima per financial year:

Single member	Member with one or two dependants	Member with three or more dependants
(M)	(M + 1) and (M + 2)	(M + 3) and (M + 4 +)
R500	R600	R700

(d) 80% of the cost of prescriptions. The Fund shall not be liable for the first R15 in respect of each prescription of a medical practitioner or specialist for medicines, drugs, dressings, ointments or lotions. This benefit shall be limited to the following maxima per financial year:

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 lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is en 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 KwaZulu val, soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993).

(2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewers deelnemers is aan 'n skema wat mediese voordele verskaf en wat op 3 Januarie 1966 bestaan het en waartoe die betrokke werkgewer minstens 45 sent per week bydra ten opsigte van elke werknemer wat lid van die skema is en andersins deur hierdie Ooreenkoms gedek word terwyl die skema in werking bly en genoemde werkgewer en werknemer voortgaan om deelnemers aan 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 'n werknemer wat nie deur 'n fonds of skema bedoel in daardie subklousule gedek word nie of wat ophou om daardeur gedek te word.

2. KLOUSULE 9: BYDRAES

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

"M (lid): R28,00.
M + 1 (lid met een afhanklike): R31,00.
M + 2 (lid met twee afhanklikes): R34,50.
M + 3 (lid met drie afhanklikes): R38,00.
M + 4 + (lid met vier en meer afhanklikes): R41,00".

3. KLOUSULE 10: BYSTAND

In subklousule (1), vervang paragrawe (a) tot (f) deur die volgende:

"(a) 100% van die voordeleskaal vir onkoste (met inbegrip van onkoste vir bevallings), uitgesonderd onkoste vir gewone tandheelkundige dienste, gesigkundige dienste, voorskrifte, spesiale tandheelkundige dienste en mediese en chirurgiese bybehore beperk tot hoogstens die volgende per boekjaar:

Enkele lid	Lid met een of twee afhanklikes	Lid met drie of meer afhanklikes
(M)	(M + 1) en (M + 2)	(M + 3) en (M + 4 +)
R10 000	R13 500	R17 500

(b) 100% van die voordeleskaal vir gewone tandheelkundige dienste, met inbegrip van tandestelle van plastiek, beperk tot hoogstens die volgende per boekjaar:

Enkele lid	Lid met een of twee afhanklikes	Lid met drie of meer afhanklikes
(M)	(M + 1) en (M + 2)	(M + 3) en (M + 4 +)
R1 250	R1 500	R1 700

(c) 100% van die koste van gesigkundige dienste, met inbegrip van toets van oë en brille, beperk tot hoogstens die volgende per boekjaar:

Enkele lid	Lid met een of twee afhanklikes	Lid met drie of meer afhanklikes
(M)	(M + 1) en (M + 2)	(M + 3) en (M + 4 +)
R500	R600	R700

(d) 80% van die koste vir voorskrifte. Die Fonds is nie aanspreeklik vir die eerste R15 ten opsigte van elke voorskrif van 'n geneesheer of spesialis vir medisyne, verdoewingsmiddels, verbande, salwe of velmiddels nie. Hierdie voordeel is beperk tot hoogstens die volgende boekjaar:

Single member (M)	Member with one or two dependants (M + 1) and (M + 2)	Member with three or more dependants (M + 3) and (M + 4 +)
R2 500	R3 000	R3 500

- (e) 100% of the scale of benefits for special dental services, i.e. crowns and bridgework, gold inlays, orthodontics, periodontics, prosthodontics, and metal base dentures, limited to the following maxima per financial year:

Single member (M)	Member with one or two dependants (M + 1) and (M + 2)	Member with three or more dependants (M + 3) and (M + 4 +)
R600	R650	R750

- (f) 100% of the cost of medical and surgical accessories, limited to the following maxima per financial year:

Single member (M)	Member with one or two dependants (M + 1) and (M + 2)	Member with three or more dependants (M + 3) and (M + 4 +)
R300	R350	R400"

Signed at Durban as authorised, for and on behalf of the parties, this 3rd day of May 1994.

B. CARR,

Chairman of Council.

T. EVANS,

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

Enkele lid (M)	Lid met een of twee afhanklikes (M + 1) en (M + 2)	Lid met drie of meer afhanklikes (M + 3) en (M + 4 +)
R2 500	R3 000	R3 500

- (e) 100% van die voordeleskaal vir spesiale tandheelkundige dienste, d.w.s. krone en brugwerk, goud-inlegsels, ortodontiek, periodontiek, prostodontiek en tandestelle met 'n metaalbasis, beperk tot hoogstens die volgende per boekjaar:

Enkele lid (M)	Lid met een of twee afhanklikes (M + 1) en (M + 2)	Lid met drie of meer afhanklikes (M + 3) en (M + 4 +)
R600	R650	R750

- (f) 100% van die koste van mediese en chirurgiese bybehore, beperk tot hoogstens die volgende per boekjaar:

Enkele lid (M)	Lid met een of twee afhanklikes (M + 1) en (M + 2)	Lid met drie of meer afhanklikes (M + 3) en (M + 4 +)
R300	R350	R400"

Soos gemagtig, vir en namens die partye by die Raad, op hede die 3de dag van Mei 1994 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 2043

25 November 1994

LABOUR RELATIONS ACT, 1956

TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA: RE-ENACTMENT OF MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1996, upon the employers' organisation and the trade union which entered into the said 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 said Agreement, excluding those contained in clauses 1 (1), 2 and 3 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

T. T. MBOWENI,

Minister of Labour.

No. R. 2043

25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

TEEKAMER-, RESTAURANT- EN VERVERSINGS-BEDRYF, PRETORIA: HERBEKRAFTIGING VAN HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1996 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,

Minister van Arbeid.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA****AGREEMENT**

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

Pretoria and Districts Caterers' Association

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

Independent Liquor, Catering and Allied Workers' Union

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

being the parties to the Industrial Council for the Tearoom, Restaurant and Catering Trade, Pretoria,

to amend the Agreement published under Government Notice No. R. 1719 of 24 September 1976, as amended and renewed by Government Notices Nos. R. 944 and R. 945 of 1 May 1981, R. 886 of 7 May 1982, R. 2357 and R. 2358 of 5 November 1982, R. 401 and R. 402 of 2 March 1984, R. 536 and R. 537 of 27 March 1986, R. 376 of 27 February 1987, R. 582 of 20 March 1987, R. 1848 of 28 August 1987, R. 563 of 25 March 1988, R. 107 and R. 108 of 27 January 1989, R. 587 of 22 March 1991, R. 1368 of 14 June 1991, R. 883 of 27 March 1992, R. 1558 of 12 June 1992 and R. 1107 of 17 June 1994.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be conserved in the Tearoom, Restaurant and Catering Trade—

- (a) by all employers and employees who are members of the employers' organisation and the trade union respectively;
- (b) in the Magisterial District of Pretoria; in those portions of the Magisterial District of Kempton Park which were transferred from the Magisterial District of Pretoria in terms of Government Notices Nos. 551 of 29 March 1956 and 1618 of 2 October 1970; in that portion of the Magisterial District of Cullinan which was transferred from the Magisterial District of Pretoria in terms of Government Notice No. 970 of 30 May 1968; in that portion of the Magisterial District of Brits which, prior to 1 June 1972 (Government Notice No. 872 of 26 May 1972), fell within the Magisterial District of Pretoria and in that portion of the Magisterial District of Randburg which, prior to 1 January 1975 (Government Notice No. 2152 of 22 November 1974), fell within the Magisterial District of Pretoria, and the Magisterial District of Wonderboom.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force for the period ending 28 February 1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 5 (5) g, 19 and 22 to 24 of the Agreement published under Government Notice No. R. 1719 of 24 September 1976 as renewed and amended by Government Notices Nos. R. 944 and R. 945 of 1 May 1981, R. 886 of 7 May 1982, R. 2357 and R. 2358 of 5 November 1982, R. 401 and R. 402 of 2 March 1984, R. 536 and R. 537 of 27 March 1986, R. 376 of 27 February 1987, R. 582 of 20 March 1987, R. 1848 of 28 August 1987, R. 563 of 25 March 1988, R. 107 and R. 108 of 27 January 1989, R. 587 of 22 March 1991, R. 1368 of 14 June 1991, R. 883 of 27 March 1992, R. 1558 of 12 June 1992 and R. 1107 of 17 June 1994 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

BYLAE**NYWERHEIDSRAAD VIR DIE TEEKAMER, RESTAURANT- EN VERVERSINGSBEDRYF, PRETORIA****OOREENKOMS**

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

Pretoria and Districts Caterers' Association

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

Independent Liquor, Catering and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Teekamer, Restaurant- en Verversingsbedryf, Pretoria,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1719 van 24 September 1976, soos gewysig en hernieu by Goewermentskennisgewings Nos. R. 944 en R. 945 van 1 Mei 1981, R. 886 van 7 Mei 1982, R. 2357 en R. 2358 van 5 November 1982, R. 401 en R. 402 van 2 Maart 1984, R. 536 en R. 537 van 27 Maart 1986, R. 376 van 27 Februarie 1987, R. 582 van 20 Maart 1987, R. 1848 van 28 Augustus 1987, R. 563 van 25 Maart 1988, R. 107 en R. 108 van 27 Januarie 1989, R. 587 van 22 Maart 1991, R. 1368 van 14 Junie 1991, R. 883 van 27 Maart 1992, R. 1558 van 12 Junie 1992 en R. 1107 van 17 Junie 1994.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Teekamer, Restaurant-en Verversingsbedryf nagekom word—

- (a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is;
- (b) in die landdrosdistrik Pretoria; in die gedeeltes van die landdrosdistrik Kempton Park wat ingevolge Goewermentskennisgewings Nos. 551 van 29 Maart 1956 en 1618 van 2 Oktober 1970 van die landdrosdistrik Pretoria oorgedra is; in die gedeelte van die landdrosdistrik Cullinan wat ingevolge Goewermentskennisgewing No. 970 van 30 Mei 1968 van die landdrosdistrik Pretoria oorgedra is; in die gedeelte van die landdrosdistrik Brits wat voor 1 Junie 1972 (Goewermentskennisgewing No. 872 van 26 Mei 1972) binne die landdrosdistrik Pretoria geval het en in die gedeelte van die landdrosdistrik Randburg wat voor 1 Januarie 1975 (Goewermentskennisgewing No. 2152 van 22 November 1974) binne die landdrosdistrik Pretoria geval het, en die landdrosdistrik Wonderboom.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 28 Februarie 1996 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousules (5) (5) (g), 19 en 22 tot 25 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1719 van 24 September 1976 soos hernieu en gewysig is deur Goewermentskennisgewings Nos. R. 944 en R. 945 van 1 Mei 1981, R. 886 van 7 Mei 1982, R. 2357 en R. 2358 van 5 November 1982, R. 401 en R. 402 van 2 Maart 1984, R. 536 en R. 537 van 27 Maart 1986, R. 376 van 27 Februarie 1987, R. 582 van 20 Maart 1987, R. 1848 van 28 Augustus 1987, R. 563 van 25 Maart 1988, R. 107 en R. 108 van 27 Januarie 1989, R. 587 van 22 Maart 1991, R. 1368 van 14 Junie 1991, R. 883 van 27 Maart 1992, R. 1558 van 12 Junie 1992 en R. 1107 van 17 Junie 1994 (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng, hernieu, gewysig en herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers en werknemers.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 5 (5) (f), 6 to 18 and 25 to 27 of the Former Agreement, as further extended, renewed and amended from time to time, shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

Substitute the following definition for the definition of "Tea-room, Restaurant and Catering Trade":

" 'Tea-room, Restaurant and Catering Trade' means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes or premises or parts thereof—

- (a) used as public restaurants, fish-and-chips shops, cafés, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;
- (b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;
- (c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;

and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the afore-aid activities."

6. CLAUSE 4: REMUNERATION

Substitute the following clause 4:

"(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of employees shall be as follows:

4. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousules 3 tot 5 (5) (f), 6 tot 18 en 25 tot 27 van die Vorige Ooreenkoms soos verder verleng, hernieu en gewysig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 3: WOORDOMSKRYWING

Vervang die omskrywing van "Teekamer-, Restaurant- en Verversingsbedryf" deur die volgende omskrywing:

" 'Teekamer-, Restaurant- en Verversingsbedryf' die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy vloeibaar of ander) of sowel sodanige etes as sodanige verversings te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binneshuis of in die ope lug, en omvat dit sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

- (a) wat gebruik word as openbare restaurante, vis-en-skyfie-winkels, kafees, teekamers, padkafees en verkooppunte vir wegneemkos, behalwe wanneer die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n huisvestingsinrigting;
- (b) waar etes of nie-alkoholiese drankie bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;
- (c) waar spruit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel;

en omvat dit ook die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar omvat dit nie hotelhouders, losieshuishouders of huurkamer-huishouders nie, en omvat dit voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspuit".

6. KLOUSULE 4: BESOLDIGING

Vervang klousule 4 deur die volgende:

"(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers moet betaal, is soos volg:

New monthly wages	Date of coming into operation of Agreement			1 March 1995		
	Monthly	Weekly	Overtime per hour	Monthly	Weekly	Overtime per hour
Barman:	R	R	R	R	R	R
Qualified	760	176	5,50	836	193	6,03
Unqualified:						
For the first six months	570	132	4,11	627	145	4,53
Thereafter	670	155	4,84	737	170	5,32
Cashier:						
Qualified	600	139	4,33	660	152	4,76
Unqualified	480	111	3,46	528	122	3,81
Baker:						
Qualified	730	169	5,26	803	185	5,80
Unqualified	560	129	4,04	616	142	4,45
Confectionary caterers	800	185	5,77	880	203	6,35

New monthly wages	Date of coming into operation of Agreement			1 March 1995		
	Monthly	Weekly	Overtime per hour	Monthly	Weekly	Overtime per hour
	R	R	R	R	R	R
Clerical employee:						
Qualified	670	155	4,84	737	170	5,32
Unqualified.....	570	132	4,11	627	145	4,53
Shelf packer:						
Qualified	600	139	4,33	660	152	4,76
Unqualified.....	460	106	3,32	506	117	3,65
General worker.....	450	104	3,25	495	114	3,57
Counterhand:						
Qualified	550	127	3,97	605	140	4,37
Unqualified.....	475	110	3,43	523	121	3,77
Counterhand/waiter.....	570	132	4,11	627	145	4,53
Chef.....	1 200	277	8,66	1 320	305	9,52
Assistant chef:						
Qualified	800	185	5,77	880	203	6,35
Unqualified.....	650	150	4,69	715	165	5,16
Cook:						
First grade.....	625	144	4,51	688	159	4,97
Second Grade:						
Qualified	570	132	4,11	627	145	4,53
Unqualified:						
During first 12 months of experience.....	475	110	3,43	523	121	3,77
Grill-hand:						
Qualified	510	118	3,68	561	130	4,05
Unqualified.....	460	106	3,32	506	117	3,65
Kitchen-hand.....	425	98	3,07	468	108	3,38
Night-watchman.....	570	132	4,11	627	145	4,53
Blockman	943	218	6,81	1 037	239	7,48
Blockman assistant.....	550	127	3,97	605	140	4,37
Labourer (scullery):						
During first six months' service with one employer.....	370	85	2,67	407	94	2,94
After six months' service with one employer	410	95	2,96	451	104	3,25
Manager.....	1 500	346	10,83	1 650	381	11,91
Storeman.....	605	140	4,37	666	154	4,81
Soda fountain worker:						
Qualified	460	106	3,32	506	117	3,65
Unqualified.....	425	98	3,07	468	108	3,38
Motor vehicle driver:						
Driver of a motor vehicle, the unladen mass of which together with the unladen mass of a trailer or trailers drawn by such a vehicle—						
(i) does not exceed 450 kg.....	490	113	3,54	539	124	3,90
(ii) exceeds 450 kg but does not exceed 2 700 kg.....	700	162	5,05	770	178	5,56
(iii) exceeds 2 700 kg.....	800	185	5,77	880	203	6,35
Supervisor.....	1 065	246	7,69	1 172	271	8,46
Vendor.....	570	132	4,11	627	145	4,53
Waiter:						
Qualified	550	127	3,97	605	140	4,37
Unqualified.....	455	105	3,28	501	116	3,62
Wine steward:						
Qualified	580	134	4,19	638	147	4,60
Unqualified.....	485	112	3,50	534	123	3,85"

Nuwe maandlone	Datum van inwerking-treding van Ooreenkoms			1 Maart 1995		
	Maand	Week	Oortyd per uur	Maand	Week	Oortyd per uur
	R	R	R	R	R	R
Kroegman:						
Gekwalifiseer	760	176	5,50	836	193	6,03
Ongekwalifiseer						
Vir die eerste ses maande	570	132	4,11	627	145	4,53
Daarna	670	155	4,84	737	170	5,32
Kassier:						
Gekwalifiseer	600	139	4,33	660	152	4,76
Ongekwalifiseer	480	111	3,46	528	122	3,81
Bakker:						
Gekwalifiseer	730	169	5,26	803	185	5,80
Ongekwalifiseer	560	129	4,04	616	142	4,45
Banketware-loweransiers	800	185	5,77	880	203	6,35
Klerk:						
Gekwalifiseer	670	155	4,84	737	170	5,32
Ongekwalifiseer	570	132	4,11	627	145	4,53
Rakpakker:						
Gekwalifiseer	600	139	4,33	660	152	4,76
Ongekwalifiseer	460	106	3,32	506	117	3,65
Algemene werker	450	104	3,25	495	114	3,57
Toonbankbediener:						
Gekwalifiseer	550	127	3,97	605	140	4,37
Ongekwalifiseer	475	110	3,43	523	121	3,77
Toonbankbediener/tabelbediende	570	132	4,11	627	145	4,53
Sjef	1 200	277	8,66	1 320	305	9,52
Assistentsjef:						
Gekwalifiseer	800	185	5,77	880	203	6,35
Ongekwalifiseer	650	150	4,69	715	165	5,16
Kok:						
Graad I	625	144	4,51	688	159	4,97
Graad II:						
Gekwalifiseer	570	132	4,11	627	145	4,53
Ongekwalifiseer:						
Gedurende eerste 12 maande ondervinding	475	110	3,43	523	121	3,77
Roosterbediener:						
Gekwalifiseer	510	118	3,68	561	130	4,05
Ongekwalifiseer	460	106	3,32	506	117	3,65
Kombuiswerker	425	98	3,07	468	108	3,38
Nagwag	570	132	4,11	627	145	4,53
Blokman	943	218	6,81	1 037	239	7,48
Blokmanassistent	550	127	3,97	605	140	4,37
Arbeider (opwasplek):						
Gedurende eerste ses maande diens by een werkgever	370	85	2,67	407	94	2,94
Na ses maande diens by een werkgever	410	95	2,96	451	104	3,25
Bestuurder	1 500	346	10,83	1 650	381	11,91
Stoorman	605	140	4,37	666	154	4,81
Sodafonteinwerker:						
Gekwalifiseer	460	106	3,32	506	117	3,65
Ongekwalifiseer	425	98	3,07	468	108	3,38
Motorvoertuigdrywer:						
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—						
(i) hoogstens 450 kg	490	113	3,54	539	124	3,90
(ii) meer as 450 kg maar hoogstens 2 700 kg is	700	162	5,05	770	178	5,56
(iii) meer as 2 700 kg	800	185	5,77	880	203	6,35
Toesighouer	1 065	246	7,69	1 172	271	8,46
Verkoper	570	132	4,11	627	145	4,53
Tafelbediende:						
Gekwalifiseer	550	127	3,97	605	140	4,37
Ongekwalifiseer	455	105	3,28	501	116	3,62
Wynkelner:						
Gekwalifiseer	580	134	4,19	638	147	4,60
Ongekwalifiseer	485	112	3,50	534	123	3,85"

7. CLAUSE 17: EXPENSES OF THE COUNCIL

Substitute the following for clause 17:

"17. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, every employer shall deduct from the earnings of each of his employees the sum of R1,50 per month. To the amounts so deducted the employer shall, in respect of each employee, add the sum of R1,50 per month."

Signed at Pretoria, on behalf of the parties, this 21st day of January 1994.

T. N. HONDROU,
Chairman of the Council.

A. MOKHONOANA,
Vice-Chairman of the Council.

D. KYRIACOU,
Secretary of the Council.

7. KLOUSULE 17: UITGAWES VAN DIE RAAD

Vervang klousule 17 deur die volgende:

"17. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy werknemers 'n bedrag van R1,50 per maand aftrek. By die bedrae aldus afgetrek, moet die werkgewer ten opsigte van elke werknemer 'n bedrag van R1,50 per maand voeg."

Namens die partye op hede die 21ste dag van Januarie 1994 te Pretoria onderteken.

T. N. HONDROU,
Voorsitter van die Raad.

A. MOKHONOANA,
Ondervoorsitter van die Raad.

D. KYRIACOU,
Sekretaris van die Raad.

Keep South Africa Clean



Throw trash where it belongs

Use it

Don't abuse  it

water is for everybody



Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—oOo—

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for

LEGAL NOTICES
GOVERNMENT NOTICES **1994**

*The closing time is **15:00** sharp on the following days:*

- ▶ **8 December**, Thursday, for the issue of Thursday **15 December**
- ▶ **22 December**, Thursday, for the issue of Friday **30 December**

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

BELANGRIKE AANKONDIGING

Sluitingstye VOOR VAKANSIEDAE vir

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS **1994**

*Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

- ▶ **8 Desember**, Donderdag, vir die uitgawe van Donderdag **15 Desember**
- ▶ **22 Desember**, Donderdag, vir die uitgawe van Vrydag **30 Desember**

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

CONTENTS

INHOUD

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICES			GOEWERMENSKENNISGEWINGS		
Agriculture, Department of			Arbeid, Departement van		
<i>Government Notices</i>			<i>Goewermentskennisgewings</i>		
R. 2002 Marketing Act (59/1968): Mohair Scheme: Proposed amendment	9	16090	R. 1989 Wet op Mannekragopleiding (56/1981): Opleidingsraad vir die Juweliers- en Edelmetaalnywerheid: Aanwysings van ambagte en voorskrywing van leervoorwaardes	19	16090
R. 2020 Marketing Act (59/1968): Deciduous Fruit Scheme: Levies and special levies	13	16090	R. 1990 do.: Gekarboneerdesagtedranknywerheidopleidingsraad vir Amalgamated Beverage Industries Beperk: Aanwysing van ambagte en voorskrywing van leervoorwaardes	24	16090
R. 2021 do.: Winter Cereal Scheme: Amendment	17	16090	R. 1995 Wet op Arbeidsverhoudinge (28/1956): Leernywerheid, Republiek van Suid-Afrika: Hernuwing van Ooreenkoms vir die Looiseksie	30	16090
R. 2022 do.: Mohair Scheme: Amendment	18	16090	R. 1997 Wet op Arbeidsverhoudinge (28/1956): Tekstielywerheid, Republiek van Suid-Afrika: Verbeteringskennisgewing	31	16090
Education, Department of			R. 2014 Wet op Arbeidsverhoudinge (28/1956): Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Herbekragtiging van Hoofdooreenkoms	31	16090
<i>Government Notice</i>			R. 2019 Wet op Arbeidsverhoudinge (28/1956): Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Herbekragtiging van Hysbak-ingenieursooreenkoms	45	16090
R. 2045 National Policy for General Education Affairs Act (76/1984): Notice of determination of policy	18	16090	R. 2023 Wet op Arbeidsverhoudinge (28/1956): Siviele Ingenieursnywerheid: Wysiging van Order	51	16090
Finance, Department of			R. 2033 Wet op Arbeidsverhoudinge (28/1956): Elektrotegniese Nywerheid, Natal: Wysiging van Ooreenkoms vir die Elektrotegniese Aannemingseksie	57	16090
<i>Government Notice</i>			R. 2034 do.: Bounywerheid, Oos-Kaap: Verlenging van Hoofdooreenkoms	59	16090
R. 1996 Military Pensions Act (84/1976): Determination of amounts	8	16090	R. 2035 do.: do.: Wysiging van Hoofdooreenkoms	60	16090
Independent Broadcasting Authority			R. 2036 do.: Suikervervaardigings- en -raffineer-nywerheid: Hernuwing van Ooreenkoms	71	16090
<i>Government Notice</i>			R. 2037 do.: do.: Wysiging van Ooreenkoms	71	16090
R. 2044 Independent Broadcasting Authority (Temporary Community Broadcasting Licences) Regulations, 1994: Applications	1	16090	R. 2038 do.: Bounywerheid, Noord- en Wes-Boland: Verlenging	78	16090
Labour, Department of			R. 2039 do.: do.: Wysiging van Mediese Hulpfondsooreenkoms	78	16090
<i>Government Notices</i>			R. 2040 do.: Meubelnywerheid, Wes-Kaapland: Verlenging van Hoofdooreenkoms	82	16090
R. 1989 Manpower Training Act (56/1981): Jewellery and Precious Metal Industry Training Board: Designation of trades and prescription of conditions of apprenticeship	19	16090	R. 2041 do.: do.: Wysiging van Hoofdooreenkoms	82	16090
R. 1990 do.: Carbonated Soft Drink Industry Training Board for Amalgamated Beverage Industries Limited: Designation of trades and prescription of conditions of apprenticeship	24	16090	R. 2042 do.: Elektrotegniese Nywerheid, Natal: Wysiging van Mediese Hulpfondsooreenkoms	91	16090
R. 1995 Labour Relations Act (28/1956): Leather Industry, Republic of South Africa: Renewal of Agreement for the Tanning Section	30	16090	R. 2043 do.: Teekamer-, Restaurant- en Verversingsbedryf, Pretoria: Herbekragtiging van Hoofdooreenkoms	93	16090
R. 1997 Labour Relations Act (28/1956): Textile Industry, Republic of South Africa: Correction Notice	31	16090	Finansies, Departement van		
R. 2014 Labour Relations Act (28/1956): Iron, Steel, Engineering and Metallurgical Industry: Re-enactment of Main Agreement	31	16090	<i>Goewermentskennisgewing</i>		
R. 2019 Labour Relations Act (28/1956): National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry: Re-enactment of Lift Engineering Agreement	45	16090	R. 1996 Wet op Militêre Pensioene (84/1976): Betaling van bedrae	8	16090
R. 2023 Labour Relations Act (28/1956): Civil Engineering Industry: Amendment of Order	51	16090	Landbou, Departement van		
R. 2033 Labour Relations Act (28/1956): Electrical Industry, Natal: Amendment of Agreement for the Electrical Contracting Section	57	16090	<i>Goewermentskennisgewings</i>		
R. 2034 do.: Building Industry, East Cape: Extension of Main Agreement	59	16090	R. 2002 Bemerkingswet (59/1968): Sybokhaarskema: Voorgestelde wysiging	9	16090
R. 2035 do.: do.: Amendment of Main Agreement	60	16090	R. 2020 Bemerkingswet (59/1968): Sagtevrugteskema: Heffings en spesiale heffings	13	16090
R. 2036 do.: Sugar Manufacturing and Refining Industry: Renewal of Agreement	71	16090	R. 2021 do.: Wintergraanskema: Wysiging	17	16090
R. 2037 do.: do.: Amendment of Agreement	72	16090	R. 2022 do.: Sybokhaarskema: Wysiging	18	16090

No.		Page No.	Gazette No.	No.		Bladsy No.	Koerant No.
R. 2038	Labour Relations Act (28/1956): Building Industry, North and West Boland: Extension of Medical Aid Fund Agreement.....	78	16090		Onafhanklike Uitsaai-owerheid		
R. 2039	do.: do.: Amendment of Medical Aid Fund Agreement.....	78	16090		<i>Goewermentskennisgewing</i>		
R. 2040	do.: Furniture Manufacturing Industry, Western Cape: Extension of Main Agreement.....	82	16090	R. 2044	Onafhanklike Uitsaai-owerheid (Tydelike Gemeenskapsuitsaailisensies) Regulasies, 1994: Aansoeke.....	1	16090
R. 2041	do.: do.: Amendment of Main Agreement.	82	16090		Onderwys, Departement van		
R. 2042	do.: Electrical Industry, Natal: Amendment of Medical Aid Fund Agreement	91	16090		<i>Goewermentskennisgewing</i>		
R. 2043	do.: Tearoom, Restaurant and Catering Trade, Pretoria: Re-enactment of Main Agreement.....	93	16090	R. 2045	Wet op die Nasionale Beleid vir Algemene Onderwyssake (76/1984): Kennisgewing van Beleidsbepaling	18	16090