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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 837

23 June 1995

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY

AUTO WORKERS' PROVIDENT FUND

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 3 July 1995 and for the period ending 31 July 1997, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) (b) and 8, shall be binding, with effect from 3 July 1995 and for the period ending 31 July 1997, 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 2 of the said Agreement.

T. T. MBOWENI,
Minister of Labour

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 837

23 Junie 1995

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYPWERHEID

VOORSORGFONDS VIR DIE MOTORWERKERS

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 3 Julie 1995 en vir die tydperk wat op 31 Julie 1997 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, 2 (1) (b) en 8, met ingang van 3 Julie 1995 en vir die tydperk wat op 31 Julie 1997 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 2 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

16465—1

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY****AUTO WORKERS' PROVIDENT FUND****AGREEMENT**

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

South African Motor Industry Employers' Association

and

South African Vehicle Builders' and Repairers' Association

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

National Union of Metalworkers of South Africa

Motor Industry Employees' Union of South Africa

and

Motor Industry Staff 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 Motor Industry.

CLAUSE 1: PERIOD OF OPERATION

This Agreement shall come into operation on such date as may 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 31 July 1997 or for such period as may be determined by the Minister.

**CLAUSE 2: SCOPE OF APPLICATION OF
AGREEMENT**

(1) Subject to the provisions of subclause (2) of this clause, the terms of this Agreement shall be observed—

(a) in the Motor Industry in the Republic of South Africa;

(b) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.

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

(a) employees who prior to 24 August 1994 and 2 March 1994 would have been eligible for membership of the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association, respectively;

(b) members of the National Union of Metalworkers of South Africa who are members of the Motor Industry Pension Fund;

(c) journeymen who are not members of the National Union of Metalworkers of South Africa or apprentices who are not members of the National Union of Metalworkers of South Africa, other than those referred to in the definition of "journeyman" and "apprentices", respectively;

(d) any employee who has been granted a retirement benefit by any fund which provides for such benefits;

(e) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which in the opinion of the Council provides benefits not less favourable than those provided by the Fund;

(f) any employee for six months from the date on which he begins employment in the Motor Industry: Provided that any employer may in his discretion waive this exclusion.

BYLAE**DIE NASIONALE NYWERHEIDSRAAD VIR DIE
MOTORNYWERHEID****MOTORWERKERSVOORSORGFONDS****OOREENKOMS**

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

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

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

National Union of Metalworkers of South Africa

Motor Industry Employees' Union of South Africa

en die

Motor Industry Staff Association

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

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

KLOUSULE 1: GELDIGHEIDSDUUR

Hierdie ooreenkoms tree in werking op sodanige datum deur die Minister van Arbeid ingevolge artikel 48 (1) van die Wet bepaal, en bly van krag vir die periode eindigende 31 Julie 1997 of vir sodanige tydperk deur die Minister bepaal.

**KLOUSULE 2: TOEPASSINGSBESTEK VAN
OOREENKOMS**

(1) Behoudens subklousule (2) van hierdie klousule moet hierdie ooreenkoms nagekom word—

(a) in die Motornywerheid in die Republiek van Suid-Afrika;

(b) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers wat lede is van die vakverenigings.

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

(a) werknemers wat voor 24 Augustus 1994 en 2 Maart 1994 in aanmerking sou kom vir lidmaatskap van onderskeidelik die Motor Industry Employees Union of South Africa en die Motor Industry Staff Association;

(b) lede van die National Union of Metalworkers of South Africa wat lede is van die Pensioenfonds vir die Motornywerheid;

(c) vakmanne wat nie lede van die National Union of Metalworkers of South Africa is nie of vakleerlinge wat nie lede van die National Union of Metalworkers of South Africa is nie, uitgesonderd dié van wie daar in omskrywing van onderskeidelik "vakman" en "vakleerling" melding gemaak word;

(d) 'n werknemer aan wie aftreebystand toegestaan is deur 'n fonds wat vir sodanige bystand voorsiening maak;

(e) werknemers ten opsigte van wie hul werkgewer bydra, en solank as wat hul werkgewer aldus bydra, tot 'n pensioenfonds/voorsorgfonds wat in werking was op die datum waarop hierdie Ooreenkoms in werking getree het en wat na die mening van die Raad bystand verskaf wat nie minder gunstig is nie as dié wat deur die Fonds verskaf word;

(f) 'n werknemer vir ses maande vanaf die datum waarop hy by die Motornywerheid in diens tree: Met dien verstande dat 'n werkgewer na goeddunke van hierdie uitsluiting kan afsien.

CLAUSE 3: DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1956 (Act No. 28 of 1956), and the Main Agreement shall have the meanings assigned to them in that Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and vice versa; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of that Act;

"Company" means the Motor Industry Fund Administrators (Pty) Ltd;

"Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Act;

"establishment" means any premises or part thereof in or on which activities in the Motor Industry or any part thereof are conducted;

"Fund" means the Auto Workers' Provident Fund established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependants of such employees on the death of such employees;

"journeyman" means an employee who is validly in possession of either a Grade CA or Grade CAE membership card issued to him on or after 1 January 1984 by either the Motor Industry Combined Workers' Union or the National Union of Metalworkers of South Africa;

"Main Agreement" means the Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry as published in terms of section 48 of the Act;

"Motor Industry" or **"Industry"** means the Motor Industry as defined in the Main Agreement from time to time;

"Pension Fund" means the Auto Workers' Pension Fund published in terms of section 48 of the Act under Government Notice No. R. 1510 of 25 July 1980, and as amended from time to time;

"pensionable remuneration" means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and above the amount which he would have received if he had not been employed on such basis, but will include commission received on the sale of goods: Provided, however, that all commission received in excess of R7 000 per month shall be excluded;

"Region BR" means those areas defined as "Area A (BR)", "Area B (BR)" and "Area C (BR)" in the Main Agreement;

"Region EP" means those areas defined as "Area A (EP)", "Area B (EP)" and "Area C (EP)" in the Main Agreement;

"Region NL" means the Province of Natal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the Magisterial District of Mount Currie;

KLOUSULE 3: WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), en die Hoofooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet en daardie Ooreenkoms, waar daar van 'n wet melding gemaak word, omvat dit alle wysings van dié wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook die vroulike geslag en omgekeerd; voorts, tensy onbestaanbaar met die samehang beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingkontrak wat geregistreer is of geag geregistreer te wees ooreenkomstig die Wet op Mannekragopleiding, 1981, en ook 'n minderjarige wat ooreenkomstig daardie Wet op proef aangestel is;

"Maatskappy" die Motor Industry Fund Administrators (Pty) Ltd;

"Raad" die Nasionale Nywerheidsraad vir die Motor-nywerheid wat ingevolge artikel 19 van die Wet geregistreer is;

"bedryfsinrigting" die terrein of gedeelte daarvan waarin of waarop werksaamhede in die Motornywerheid of 'n gedeelte daarvan plaasvind;

"Fonds" die Motorwerkersvoorsorgfonds wat ooreenkomstig die reëls van die Fonds ingestel is met die doel om annuïteite of rondebetalings te verskaf aan werknemers in die Motornywerheid of aan die afhanklikes van sodanige werknemers by die afsterwe van sodanige werknemers;

"vakman" 'n werknemer wat geldig in besit is van 'n Graad CA- of Graad CAE-lidmaatskapkaart wat op of na 1 Januarie 1984 aan hom uitgereik is deur of die Motor Industry Combined Workers' Union of die National Union of Metalworkers of South Africa;

"Hofooreenkoms" die Ooreenkoms waarin lone en ander diensvoorwaardes vir werknemers in die Motornywerheid voorgeskryf word, soos gepubliseer ingevolge artikel 48 van die Wet;

"Motornywerheid" of **"Nywerheid"** die Motornywerheid soos van tyd tot tyd in die Hofooreenkoms omskryf;

"Pensioenfonds" die Motorwerkerspensioenfonds wat kragtens artikel 48 van die Wet by Goewermentskennisgewing No. R. 1510 van 25 Julie 1980 gepubliseer is, en soos van tyd tot tyd gewysig;

"pensioendraende besoldiging" die bedrag wat gewoonlik en/of gereeld deur 'n werkgever aan 'n werknemer betaal word, hetsy weekliks of maandeliks, ten opsigte van die normale ure wat vereis word om in 'n volle week of maand, na gelang, voltooi te word, uigesluit dié besoldiging wat 'n werknemer ontvang wat op stukwerk in diens geneem is, wat hoër is as die bedrag wat hy sou ontvang het indien hy nie op so 'n basis in diens geneem was nie, maar ook enige kommissie ontvang vir die verkoop van goedere: Met dien verstande dat enige kommissie ontvang bo R7 000 per maand, uigesluit is;

"Streek BR" die gebiede omskryf as "Gebied A (BR)", "Gebied B (BR)" en "Gebied C (BR)" in die Hofooreenkoms;

"Streek EP" die gebiede omskryf as "Gebied A (EP)", "Gebied B (EP)" en "Gebied C (EP)" in die Hofooreenkoms;

"Streek NL" die Provinsie Natal soos dit bestaan het voor die promulgering van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), en die Landdrosdistrik van Mount Currie;

"Region OFS & NC" means those areas defined as "Area A (OFS & NC)", "Area B (OFS & NC)" and "Area C (OFS & NC)" in the Main Agreement;

"Region TVL" means the Province of the Transvaal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);

"Region WP" means those areas defined as "Area A (WP)", "Area B (WP)" and "Area C (WP)" in the Main Agreement;

"Regional Council" means a committee appointed as such by the Council in terms of its constitution for any region defined herein;

"retirement age" means 65 years;

"voluntary member" means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement;

"week" means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4: ESTABLISHMENT AND OBJECTS OF THE FUND

(1) There is hereby established a fund to be known as the Auto Workers' Provident Fund (hereinafter referred to as "the Fund").

(2) The Fund shall consist of contributions as prescribed in this Agreement and interest or dividends on investments.

(3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide pension benefits for members."

CLAUSE 5: MEMBERSHIP

(1) Subject to the provisions of clause 2 of this Agreement and of subclause (3) of this clause, membership of the Fund shall be compulsory for—

(a) every apprentice who applies for membership of the Fund and every journeyman and every male employee employed in the Motor Industry who has not reached retirement age or who has not been granted pension fund benefits of the Fund and who does not elect to remain or become a member of the Pension Fund;

(b) every female employee employed in the Motor Industry who has not reached retirement age or has not been granted a pension benefit by the Fund and who does not elect to remain or become a member of the Pension Fund, and on whose behalf and with whose concurrence, her employer has applied for membership of the Fund.

(2) Employees who are not compulsory members in terms of subclause (1) and employers, may be admitted to voluntary membership of the Fund at the discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to any person so admitted and to their employers.

(3) Every employee for whom membership is compulsory in terms of subclause (1) of this clause, shall—

(a) complete the form prescribed in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry; and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one region to another;

"Streek OVS & NK" die gebiede omskryf as "Gebied A (OVS & NK)", "Gebied B (OVS & NK)" en "Gebied C (OVS & NK)" in die Hoofdooreenkoms;

"Streek TVL" die Provinsie van Transvaal soos dit bestaan het voor die promulgering van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);

"Streek WP" die gebiede omskryf as "Gebied A (WP)", "Gebied B (WP)" en "Gebied C (WP)" in die Hoofdooreenkoms;

"Streekraad" 'n komitee wat die Raad ooreenkomstig sy konstitusie as sodanig aangestel het vir enige Streek hierin omskryf;

"aftreeouderdom" 65 jaar;

"vrywillige lid" 'n persoon wat lidmaatskap toegestaan is deur 'n Streekraad ingevolge klousule 5 van hierdie Ooreenkoms;

"week" 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin.

KLOUSULE 4: INSTELLING EN DOELSTELLING VAN DIE FONDS

(1) Hierby word 'n Fonds ingestel wat genoem word die Motorwerkers Voorsorg Fonds (hierna verwys as "die Fonds").

(2) Die Fonds sal bestaan uit bydraes soos voorgeskryf in hierdie Ooreenkoms en rente of dividende op beleggings.

(3) Die doelstellings van die Fonds is om, ooreenkomstig die reëls van die Fonds soos van tyd tot tyd vasgestel, lede te voorsien met pensioen voordele.

KLOUSULE 5: LIDMAATSKAP

(1) Behoudens die bepalings van klousule 2 van hierdie Ooreenkoms en subklousule (3) van hierdie klousule is lidmaatskap van die Fonds verpligtend vir—

(a) elke vakleerling wat aansoek doen om lidmaatskap van die Fonds en elke vakman en elke manlike werknemer wat in die Motornywerheid werksaam is wat nog nie die aftreeouderdom bereik het of aan wie nog nie pensioenbystand deur die Fonds toegestaan is nie en wat nie verkies om as lid van die pensioenfonds aan te bly of om 'n lid van die pensioenfonds te word nie;

(b) elke vroulike werknemer wat in die Motornywerheid werksaam is en wat nog nie die aftreeouderdom bereik het of aan wie nog nie pensioenbystand deur die Fonds toegestaan is nie en wat nie verkies om as lid van die pensioenfonds aan te bly of lid van die pensioenfonds te word nie, en namens wie en met wie se instemming haar werkgever om lidmaatskap van die Fonds aansoek gedoen het.

(2) Werknemers wat nie ingevolge subklousule (1) verpligte lede is nie, en werkgewers, kan as vrywillige lede tot die Fonds toegelaat word na goeddunke van die betrokke Streekraad, en die bepalings van die ooreenkoms is *mutatis mutandis* van toepassing op enige persoon wat aldus toegelaat is, en op hul werkgewers.

(3) Elke werknemer vir wie lidmaatskap ingevolge subklousule (1) van hierdie klousule verpligtend is, moet—

(a) die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf invul en dié ingevulde vorm by die Sekretaris van die Streekraad indien waarin hy werksaam is binne een maand ná die datum waarop hy by die Motornywerheid in diens tree, weer in diens tree of in diens geneem word; en vir die doeleindes van hierdie paragraaf word geag dat 'n werknemer weer by die Motornywerheid in diens getree het wanneer hy van een streek na 'n ander, van werk verander het;

(b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.

(4) Every person who is admitted to voluntary membership in terms of subclause (2) of this clause shall complete the form prescribed in Annexure B to this Agreement and lodge such completed form with the Secretary of the Regional Council concerned.

CLAUSE 6: CONTRIBUTIONS

(1) (a) Every employee for whom membership of the Fund is compulsory in terms of clause 5 (1) or every voluntary member in terms of clause 5 (2) of this Agreement, shall—

(i) if he is a journeyman or voluntary member, contribute 6% of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry;

(ii) if he is an employee other than a journeyman—

(aa) contribute 3% of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry up to and including 30 June 1996;

(ab) contribute 4½% of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry for the period 1 July 1996 up to and including 29 June 1997;

(ac) contribute 6% of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry as from 30 June 1997.

(b) Notwithstanding the provisions of subclause (a), an employee may at any time prior to 30 June 1997 agree with his employer to contribute 6% of his pensionable remuneration to the Fund in respect of each week of his employment in the Motor Industry.

(c) The contributions payable in terms hereof shall be calculated and rounded off to the nearest rand value, i.e. portions of a rand amounting to 49 cents or less shall be discarded, and rounded off to the next higher rand value when these amount to 50 cents or more.

Provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contribution shall be payable by him in respect of such week.

(2) The contributions specified in subclause (1) shall, subject to the proviso contained in subclause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.

(3) Every employer shall contribute and add to the contributions deducted in terms of subclause (2) contributions of an equal amount.

(4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of subclauses (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:

(a) Name, initials, trade union membership number (if any) and national identification number of each employee;

(b) amount of contributions remitted in respect of each employee;

(c) the date on which service began or service ended in the case of employees whose employment began or ended since the details were last submitted.

(b) as die Raad, 'n Streekraad of die Fonds dit van hom vereis, sodanige dokumentêre of ander bewys en inligting verstrek as wat nodig is om sy identiteit, sy lidmaatskap van die Fonds en/of betaling of vasstelling van bystand wat uit sodanige lidmaatskap spruit, vas te stel.

(4) Elke persoon wat ingevolge subklousule (2) van hierdie klousule as vrywillige lid toegelaat word, moet die voorgeskrewe aansoekvorm soos voorgeskryf in Aanhangsel B van hierdie Ooreenkoms voltooi, en sodanige voltooië vorm moet aan die Sekretaris van die betrokke Streekraad voorgelê word.

KLOUSULE 6: BYDRAES

(1) (a) Elke werknemer vir wie lidmaatskap van die Fonds ingevolge klousule 5 (1) verpligtend is of elke vrywillige lid ingevolge klousule 5 (2) van hierdie Ooreenkoms moet—

(i) indien hy 'n vakman of vrywillige lid is, 6% van sy pensioendraende besoldiging tot die Fonds bydra ten opsigte van elke week wat hy in die Motornywerheid werksaam is;

(ii) indien hy 'n ander werknemer is as 'n vakman—

(aa) 3% van sy pensioendraende besoldiging tot die Fonds bydra ten opsigte van elke week wat hy in die Motornywerheid werksaam is tot en met 30 Junie 1996;

(ab) 4½% van sy pensioendraende besoldiging tot die Fonds bydra ten opsigte van elke week wat hy in die Motornywerheid werksaam is vir die tydperk 1 Julie 1996 tot en met 29 Junie 1997;

(ac) 6% van sy pensioendraende besoldiging tot die Fonds bydra ten opsigte van elke week wat hy in die Motornywerheid werksaam is vanaf 30 Junie 1997.

(b) Ondanks die bepalings van subklousule (a) mag 'n werknemer te eniger tyd voor 30 Junie 1997 met sy werkgever ooreenkom om 6% van sy pensioendraende besoldiging tot die Fonds by te dra ten opsigte van elke week wat hy in die Motornywerheid werksaam is.

(c) Die bydraes ingevolge hierdie klousule betaalbaar, word bereken en tot die naaste randwaarde afgerond, dit wil sê gedeeltes van 'n rand tot 49 sent of minder word nie in berekening gebring nie, en gedeeltes van 'n rand van 50 sent of meer word by die volgende hoër randwaarde gevoeg:

Met dien verstande dat as 'n werknemer loon vir minder as 23 uur in 'n week ontvang of daarop geregtig is, hy geen bydrae vir daardie week moet betaal nie.

(2) Die werkgever moet, behoudens die voorbehoudsbepaling van subklousule (1), die bydraes in subklousule (1) gespesifiseer van elke werknemer se loon aftrek op die eerste betaaldag ná die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna.

(3) Elke werkgever moet tot die bedrae wat hy ingevolge subklousule (2) aftrek 'n gelyke bydrae maak en dit by die bydraes voeg.

(4) Die totale bedrag van die bydraes wat ingevolge subklousules (2) en (3) van hierdie klousule van die werknemers se verdienste afgetrek is en wat deur werkgevers bygedra is, moet elke maand betaal word aan die Sekretaris van die Streekraad vir die streek binne die regsgebied waarvan die werkgever se bedryfsinrigting geleë is, en elke sodanige betaling moet vergesel gaan van 'n skriftelike verklaring met die volgende besonderhede:

(a) Die naam, voorletters, lidmaatskapnommer van die vakvereniging (as daar is) en nasionale identiteitsnommer van elke werknemer;

(b) die bedrag ten opsigte van elke werknemer gestuur;

(c) die datum van diensaanvaarding of diensbeëindiging in die geval van werknemers wie se diens begin of geëindig het nadat die vorige besonderhede voorgelê is.

(5) Elke werkgewer moet die totale bedrag van die bydraes wat hy en sy werknemers moet betaal en die skriftelike verklaring van besonderhede ingevolge subklousule (4) voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop die bydraes en besonderhede betrekking het aan die Sekretaris van die betrokke Streekraad stuur.

Opmerking: (a) Die huidige posadres van die Sekretaris van die verskillende Streekrade is soos volg:

Vir Streek BR: Posbus 714, Oos-Londen, 5200
 Vir Streek OP: Posbus 3164, Port Elizabeth, 6000
 Vir Streek NK: Posbus 446, Kimberley, 8300
 Vir Streek NL: Posbus 2838, Durban, 4000
 Vir Streek OVS/NK: Posbus 910, Bloemfontein, 9300
 Vir Streek TVL: Posbus 8477, Johannesburg, 2000
 Vir Streek WP: Posbus 1946, Kaapstad, 8000.

(b) Vorms wat spesiaal opgestel is vir die verskaffing van die besonderhede wat ingevolge hierdie klousule vereis word, is verkrygbaar by die Streeksekreteraris van die betrokke streek.

(6) Die bydraes deur werkgewers betaalbaar soos in subklousule (3) voorgeskryf, is nie terugbetaalbaar nie.

(7) Die bydraes ingevolge hierdie klousule deur die Streekrade ingevorder, moet aan die Maatskappy betaal word: Met dien verstande dat die Raad sodanige bedrae as wat van tyd tot tyd onderling deur die Raad en die Maatskappy bepaal word, as terugbetaling vir administratiewe uitgawes kan terughou. Die bedrag wat aldus teruggehou word, moet in die algemene fondse van die Raad gestort word.

(8) Indien 'n bedrag wat ooreenkomstig hierdie klousule 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 kleiner bedrag wat nie betaal is nie, bereken teen die koers van 1½ persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

KLOUSULE 7: ADMINISTRASIE

(1) Die Fonds moet geadminestreer word ooreenkomstig die reëls wat deur die Raad goedgekeur is en wat nie onbestaanbaar mag wees met die bepalings van hierdie Ooreenkoms of van die Wet nie, en 'n kopie van die reëls en besonderhede omtrent wysigings daarvan moet aan die Direkteur-generaal van Arbeid gestuur word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die duur van hierdie Ooreenkoms, kan die Nywerheidsregistrator die Maatskappy aanstel om die funksies van die Raad ten opsigte van hierdie Ooreenkoms uit te voer. Indien die Maatskappy onwillig is of nie in staat is om die uitvoering van sodanige funksies te onderneem nie, kan die Nywerheidsregistrator 'n trustee of trusteees aanstel om die Raad se funksies uit te voer. Die Maatskappy of die trustee(s) aldus aangestel, besit al die bevoegdhede van die Raad vir die toepassing van hierdie Ooreenkoms.

KLOUSULE 8: AGENTE

Die Raad of die Streekraad kan een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om dié perseel te betree, dié ondersoeke in te stel en te voltooi, en dié dokumente, boeke, loonstate, tydstate en loonkaarte na te gaan, en dié individue te ondervra en al dié dinge te doen wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag 'n valse verklaring aan sodanige agent in verband met sy ondersoek doen nie.

(5) Every employer shall pay the total amount of the contributions payable by him and his employees and render the statement of details in terms of subclause (4) to the Secretary of the Regional Council concerned by not later than the 10th day of the month immediately following that to which the contributions and details relate.

Note: (a) The present postal addresses of the Secretaries of the various Regional Councils are as follows:

For Region BR: P.O. Box 714, East London, 5200
 For Region EP: P.O. Box 3164, Port Elizabeth, 6000
 For Region NC: P.O. Box 446, Kimberley, 8300
 For Region NL: P.O. Box 2838, Durban, 4000
 For Region OFS/NC: P.O. Box 910, Bloemfontein, 9300
 For Region TVL: P.O. Box 8477, Johannesburg, 2000
 For Region WP: P.O. Box 1946, Cape Town, 8000

(b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the region concerned.

(6) The contributions payable by employers as prescribed in subclause (3) shall not be refundable.

(7) The contributions collected by Regional Councils in terms of this clause shall be paid to the Company: Provided that the Council may retain, as recoupment of administrative expenses, such amounts as may from time to time be mutually determined by the Council and the Company. The amount so retained shall be paid into the general funds of the Council.

(8) Should any amount due in terms of this clause not be 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, calculated at the rate of 1½ per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 7: ADMINISTRATION

(1) The Fund shall be administered in accordance with rules approved by the Council, which rules shall not be inconsistent with the provisions of this Agreement or of the Act, and a copy of the rules and details of any amendments to them shall be lodged with the Director-General of Labour.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Industrial Registrar may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the Industrial Registrar may appoint a trustee or trustees to perform the Council's functions. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

CLAUSE 8: AGENTS

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 9: EXEMPTIONS

(1) The Council or any Regional Council may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Regional Council within whose region the applicant operates or is employed.

(3) The Council or Regional Council, as the case may be, shall fix the conditions subject to which such exemption shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

CLAUSE 10: DISHONOURED CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1,5 per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

CLAUSE 11: EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the Regulations under the Act, in legible characters, in the official languages of the Republic of South Africa.

Signed at Randburg this 24th day of April 1995.

T. NIEUWOUDT,

President of the Council.

L. A. COETZER,

Vice-President of the Council.

B. G. DU PREEZ,

General Secretary of the Council.

ANNEXURE A TO THE AUTO WORKERS' PROVIDENT FUND AGREEMENT**APPLICATION FOR REGISTRATION AS A MEMBER**

Fund No.

Union No. (if any)

Identity No.

Surname

First names

Date of birth..... (year) (month) (day)

Sex (state male or female)

Employed by (employer's name and address)

.....

Occupation.....

Applicant's private address

.....

Where you employed in the Motor Industry previously?.....

If the answer is "Yes", state name and address of employer

I, the undersigned, a member of the* hereby apply to be registered as a member of the Auto Workers' Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.

KLOUSULE 9: VRYSTELLINGS

(1) Die Raad of enige Streekraad kan vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Streekraad in wie se gebied die aansoeker sake doen of werksaam is.

(3) Die Raad of die Streekraad, na gelang van die geval, moet die voorwaardes stel waarop sodanige vrystelling van krag is en kan, indien hy goeddink, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystelling-sertifikaat intrek.

KLOUSULE 10: GEDISHONOREERDE TJEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is ander as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goeddunke van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 per sent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule, is op aanvraag betaalbaar.

KLOUSULE 11: VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms, in die vorm by die regulasies ingevolge die Wet voorgeskryf, in leesbare druk en in die amptelike tale van die Republiek van Suid-Afrika, op 'n opvallende plek in sy perseel opklap en opgeklap hou.

Namens die Partye op hede die 24ste dag van April 1995 te Randburg onderteken.

T. NIEUWOUDT,

President van die Raad.

L. A. COETZER,

Visepresident van die Raad.

B. G. DU PREEZ,

Hoofsekretaris van die Raad.

AANHANGSEL A VAN DIE MOTORWERKERS-VOORSORGFONDSOOREENKOMS**AANSOEK OM REGISTRASIE AS LID**

Fondsnummer.....

Vakverenigingnummer (indien enige)

Identiteitsnummer

Familienaam

Voorname

Geboortedatum..... (jaar) (maand) (dag)

Geslag (man of vrou).....

Werksaam by (werkgewer se naam en adres)

.....

Beroep

Aansoeker se huisadres.....

.....

Was u voorheen in die Motormywerheid werksaam?.....

As die antwoord "Ja" is, meld die werkgewer se naam en adres.....

.....

Ek, die ondergetekende, lid van die* doen hierby aansoek om as lid van die Motorwerkersvoorsorgfonds geregistreer te word en ek onderneem om die Reëls van die Fonds na te kom wat van tyd tot tyd van krag is.

I nominate as my beneficiary in the event of my death:

First names (Mr/Mrs/Miss)

Surname

Relationship (state: Wife, husband, father, mother, son, daughter, as the case may be)

Address

Identity No. of beneficiary (where applicable)

Date

(Member's signature)

* Please insert name of trade union if applicable.

MEDICAL HISTORY

Please answer "YES" or "NO" to the following questions, to allow the Fund to determine whether or not a FULL, DETAILED MEDICAL EXAMINATION is required.

If "YES" please give full details in the Schedule below.

1. Have you ever suffered from one or more of the following:

YES/NO

- | | |
|---|--------------------------|
| 1.1 Any disorder of the heart, e.g. rheumatic fever, heart murmur, coronary artery disease, chest pains, shortness of breath or palpitations | ☐ |
| 1.2 High blood pressure or a disease of the blood vessels or a circulatory disorder, or varicose veins | ☐ |
| 1.3 Any respiratory or lung trouble, e.g. asthma, bronchitis, persistent cough, tuberculosis (TB) | ☐ |
| 1.4 Any disorder of the digestive system, gall bladder or liver, e.g. actual or suspected gastric or duodenal ulcer, recurrent indigestion or hiatus hernia | ☐ |
| 1.5 Disease or disorder of the kidneys, bladder or reproductive organs, e.g. albumin in urine, stones or venereal disease | ☐ |
| 1.6 Any nervous or mental complaint, e.g. epilepsy, blackouts, paralysis, anxiety state or depression | ☐ |
| 1.7 Ear, eye, nose or throat disorder, e.g. ear discharge, defective vision, recurrent tonsillitis, cataract or visual defect | ☐ |
| 1.8 Disorder or disease of muscles, bones, joints, limbs, spine, e.g. rheumatism, arthritis, gout, slipped disc or other back trouble | ☐ |
| 1.9 Diabetes, sugar in urine, thyroid or other glandular or blood disorder | ☐ |
| 1.10 Cancer, growth or tumour of any kind | ☐ |
| 1.11 Any tropical disease, e.g. bilharzia, malaria | ☐ |
| 1.12 Any other illness, disorder, operation, disability or accident | ☐ |

As my bevoordeelde ingeval ek te sterwe sou kom, benoem ek:

Voorname (mnr./mev./mej.)

Familienaam

Verwantskap (vrou, man, vader, moeder, seun, dogter, na gelang van die geval)

Adres

Bevoordeelde se identiteitsnommer (indien van toepassing)

Datum

(Lid se naamtekening)

* Vul naam van vakvereniging in indien van toepassing.

MEDIESE GESKIEDENIS

Geliewe "JA" of "NEE" op die volgende vrae te antwoord, om die Fonds in staat te stel om te beslis of 'n VOLLEDIGE, GEDETAILLEERDE MEDIESE ONDERSOEK benodig word.

Indien "JA", verstrek asseblief volle besonderhede in die Bylae hieronder.

1. Het u al aan een of meer van die volgende gely:

JA/NEE

- | | |
|---|--------------------------|
| 1.1 Enige hartongesteldheid, bv. ruma-tiekkoors, hartgeruise, koronêre slagaarsiekte, borspyne, kortasemheid of hartkloppings | ☐ |
| 1.2 Hoë bloeddruk of 'n bloedvaatsiekte of 'n omloopafwyking of spatare | ☐ |
| 1.3 Enige respiratoriese of longkwale, bv. asma, bronchitis, aanhoudende gehoos, toring (TB) | ☐ |
| 1.4 Enige ongesteldheid van die spys-verteringstelsel, galblaas of lewer, bv. werklike of vermeende maag- of twaalfvingerdermseer, terugkerende siegte spysvertering of spleetbreuk | ☐ |
| 1.5 Siekte of aandoening van die niere, blaas of voortplantingsorgane, bv. eiwit in urine, stene of veneriese siekte | ☐ |
| 1.6 Enige senu- of geesteskwaaal, bv. vallende siekte, floutes, verlamming, aangstoestand of bedruktheid | ☐ |
| 1.7 Oor-, oog-, neus- of keelaandoe-ning, bv. ooruitstroming, gebrek-kige gesigsvermoë, terugkerende mangelontstekings, katarak of gesigsgebrek | ☐ |
| 1.8 Ongesteldheid of siekte van die spiere, bene, gewigte, ledemate, ruggraat, bv. rumatiek, gewrigs-ontsteking, jig, verskuifde werwel of ander rugprobleme | ☐ |
| 1.9 Suikersiekte, suiker in die urine, skildklier- of ander klier- of bloed-ongesteldheid | ☐ |
| 1.10 Kanker, 'n vergroeiende of gewas van enige aard | ☐ |
| 1.11 Enige tropiese siekte, bv. bilharzia, malaria | ☐ |
| 1.12 Enige ander siekte, ongesteldheid, operasie, ongeskiktheid of ongeluk | ☐ |

2. If not already stated, have you during the past five years:

2.1 Had any X-rays, ECGs or other investigations, operations or been hospitalised? ☐

2.2 Taken any course of sedatives, tranquillisers or drugs for medical or any other reasons? ☐

2.3 Consulted any doctors or specialists? ☐

3. Have you tested HIV positive? ☐

4. Have you had any kind of AIDS test? ☐

5. Have you received any form of disability grant/pension and/or ill health pension from any other pension fund/WCA/military/Insurance, etc.? ☐

SCHEDULE

Question number	Nature and duration of complaint or symptoms	Date	Name and address of attending doctor or hospital	When did applicant have symptoms

I hereby certify that the answers provided by me to the above questions are complete and true in every respect and failure on my behalf to disclose medical information to the Fund may lead to restrictions and/or non-payment of any form of ill-health pension and/or death benefit. I also accept the Fund may advise me at their cost to undergo a more detailed medical examination and if such medical report is unsatisfactory in any way, restrictions may be applied to the normal benefits in terms of the rules of the Pension Fund.

Applicant's signature

Date

FOR OFFICE USE ONLY

Date received Date registered

Date of first payment Return No.

When completed, this form must be forwarded to:

The Regional Secretary
National Industrial Council for the Motor Industry

Region

P.O. Box

ANNEXURE B TO THE AUTO WORKERS' PROVIDENT FUND AGREEMENT

APPLICATION FOR ADMISSION AS A VOLUNTARY MEMBER

Surname

First names

Date of birth (year) (month) (day)

Union No.

Identity No.

2. Indien nie reeds genoem nie, het u gedurende die afgelope vyf jaar:

2.1 Enige X-strale, EKG's of ander ondersoeke, operasies of hospitalisasie ondergaan? ☐

2.2 Enige kursus pynstillers, kalmeer-middels of geneesmiddels om mediese of enige ander redes ondergaan? ☐

2.3 Enige dokters of spesialiste geraadpleeg? ☐

3. Is u MIV-positief getoets? ☐

4. Het u enige soort toets vir vigs ondergaan? ☐

5. Het u enige vorm van ongeskiktheidstoelae/pensioen en/of swakgesondheidspensioen van enige ander pensioenfonds/WVF/militêr/versekering, ens. ontvang? ☐

BYLAE

Vraag-nummer	Aard en duur van kwaal/simptome	Datum	Naam en adres van behandelende dokter of hospitaal	Wanneer het aansoeker simptome openbaar

Ek sertifiseer hierby dat die antwoorde soos deur my verstrekt op bogenoemde vrae volledig en waar is in alle opsigte en versuim deur my om mediese inligting aan die Fonds te verstrek, kan lei tot beperkings en/of nie-betaling van enige vorm van swakgesondheidspensioen en/of doodsvoordele. Ek aanvaar dat die Fonds my mag adviseer om op hulle onkoste 'n meer gedetailleerde mediese ondersoek te ondergaan en indien so 'n mediese verslag in enige opsig onbevredigend is, beperkings op die normale voordele kragtens die reëls van die Pensioenfonds toegepas kan word.

Aansoeker se handtekening

Datum

SLEGS VIR KANTOORGEBRUIK

Datum van ontvangs Datum van registrasie

Datum van eerste betaling Retoernommer

Nadat dit ingevul is, moet hierdie vorm gestuur word aan:

Die Streeksekretaris
Nasionale Nywerheidsraad vir die Motornywerheid
Streek
Posbus

AANHANGSEL B TOT DIE MOTORWERKERS-VOORSORGFONDSOOREENKOMS

AANSOEK OM TOELATING AS 'N VRYWILLIGE LID

Van

Volle name

Geboortedatum (jaar) (maand) (dag)

Vakverenigingsnommer

Identiteitsnommer

Sex (state male or female)

Employed by (employer's name and address)

Occupation

If an employer state full name of business

Status of employer (e.g. owner, director, partner, member)

I, the undersigned, member of
hereby apply to be registered as a member of the Auto
Workers' Provident Fund and agree to abide by the provi-
sions of the Fund's Rules in force from time to time.

Where you employed in the Motor Industry previously?

If answer is "Yes", state name and address of employer
and your Fund No.

(Date)

(Member's signature)

Geslag (man of vrou)

Werkzaam by (werkgever se naam en adres)

Beroep

Indien 'n werkgever, verskaf volle naam van besigheid

Status van werkgever (bv. eienaar, direkteur, vennoot, lid)

Ek, die ondergetekende, lid van
doen hierby aansoek om as lid van die Motorwerkersvoor-
sorgfonds geregistreer te word, en ek onderneem om die
Reëls van die Fonds na te kom wat van tyd tot tyd van krag is.

Was u voorheen in die Motormywerheid werkzaam?

As die antwoord "Ja" is, meld die werkgever se naam en
adres en u Fondsnummer

(Datum)

(Lid se naamtekening)

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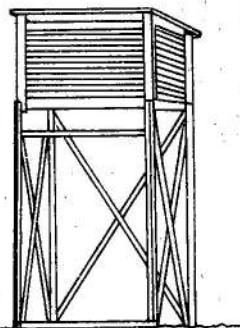
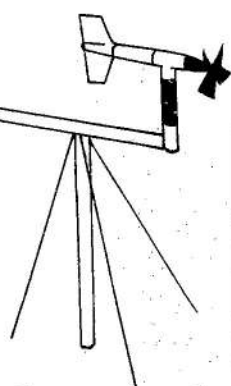
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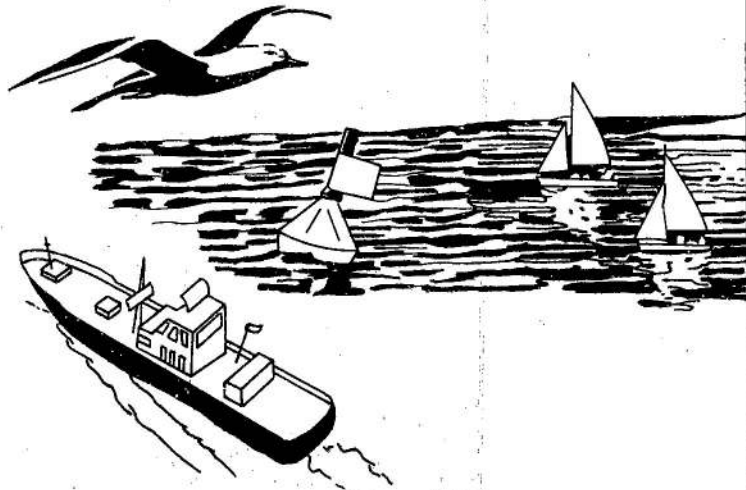
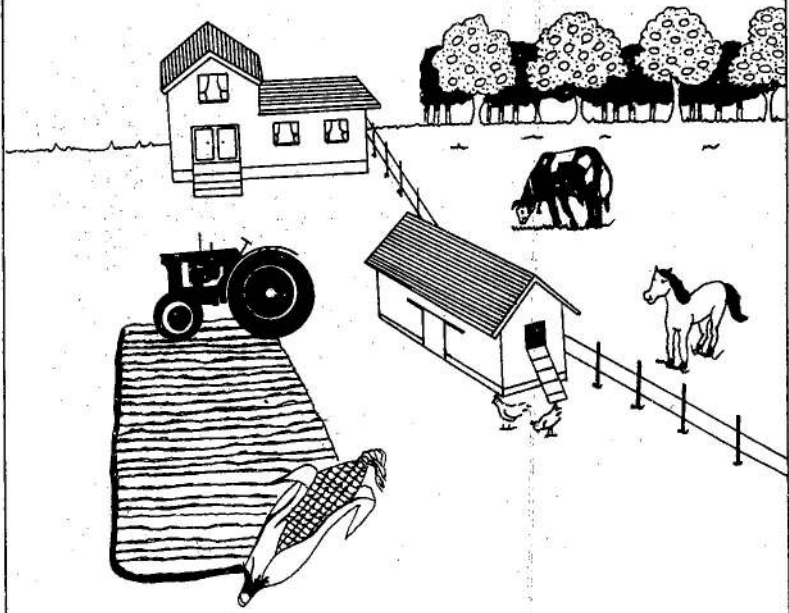
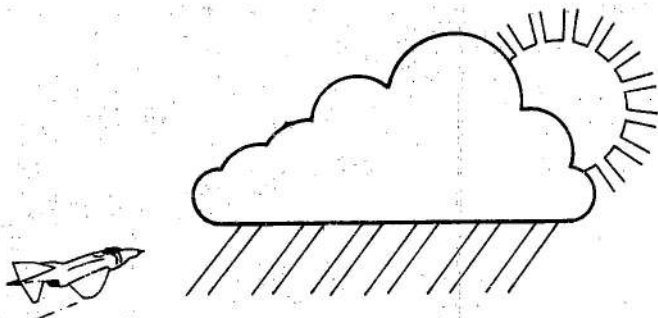
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