

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 5587

Regulasiekoerant

Vol. 364

PRETORIA, 27 OCTOBER
OKTOBER 1995

No. 16782

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURE

No. R. 1634

27 October 1995

LIVESTOCK BRANDS ACT, 1962
(ACT No. 87 OF 1962)

COMPULSORY BRANDING OF LIVESTOCK*

I, Angela Thokozile Didiza, Deputy Minister of Agriculture, acting on behalf of the Minister of Agriculture under section 5A of the Livestock Brands Act, 1962 (Act No. 87 of 1962), hereby declare that the branding of cattle and small stock shall be compulsory in terms of the provisions of the said Act in the Magisterial District of Bethulie from 1 November 1995.

A. T. DIDIZA,

Deputy Minister of Agriculture.

* Declaration of magisterial district for the compulsory branding of livestock.

No. R. 1636

27 October 1995

AGRICULTURAL PESTS ACT, 1983
(ACT No. 36 OF 1983)

CONTROL MEASURES: AMENDMENT*

I, André Isak van Niekerk, Minister of Agriculture, acting under section 6 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983), hereby prescribe the Control Measures set out in the Schedule.

A. I. VAN NIEKERK,

Minister of Agriculture.

* Amendment of Tables 4 and 10 of the Control Measures.

3434—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU

No. R. 1634

27 Oktober 1995

WET OP VEEBRANDMERKE, 1962
(WET No. 87 VAN 1962)

VERPLIGTE BRANDMERK VAN VEE*

Ek, Angela Thokozile Didiza, Adjunkminister van Landbou, handelende namens die Minister van Landbou kragtens artikel 5A van die Wet op Veebrandmerke, 1962 (Wet No. 87 van 1962), verklaar hierby dat die brandmerk van beeste en kleinvee in die landdrosdistrik Bethulie ingevolge die bepalings van gemelde Wet vanaf 1 November 1995 verpligtend is.

A. T. DIDIZA,

Adjunkminister van Landbou.

* Verklaring van landdrosdistrik vir die verpligte brandmerk van vee.

No. R. 1636

27 Oktober 1995

WET OP LANDBOUPLAE, 1983
(WET No. 36 VAN 1983)

BEHEERMAATREËLS: WYSIGING*

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 6 van die Wet op Landbouplae, 1983 (Wet No. 36 van 1983), skryf hierby die Beheermaatreëls in die Bylae uiteengesit, voor.

A. I. VAN NIEKERK,

Minister van Landbou.

* Wysiging van Tabela 4 en 10 van die Beheermaatreëls.

16782—1

SCHEDULE**BYLAE****Definition**

1. In this Schedule "the Control Measures" means the control measures published by Government Notice No. R. 110 of 27 January 1984, as amended by Government Notices Nos. R. 909 of 4 May 1984, R. 1770 of 17 August 1984, R. 845 of 12 April 1985, R. 1518 of 12 July 1985, R. 1442 of 11 July 1986, R. 87 of 22 January 1988, R. 1349 of 8 July 1988, R. 1954 of 30 September 1988, R. 2416 of 19 October 1990, R. 18 of 4 January 1991, R. 2840 of 29 November 1991, R. 2269 of 14 August 1992, R. 2876 of 16 October 1992, R. 1560 of 20 August 1993, R. 451 of 11 March 1994 and R. 1373 of 5 August 1994.

Amendment of Table 4 of the Control Measures

2. Table 4 of the Control Measures is hereby amended by the insertion of the expression "N26, N27," after the expression "N25".

Substitution of Table 10 of the Control Measures

3. The following table is hereby substituted for Table 10 of the Control Measures:

**"TABLE 10
FEES PAYABLE**

Nature of service	Tariff
1	2
(1) Inspection in connection with the issuing of a permit to exempt someone from the provisions of a Control Measure [Par. 4A (2)]	R35,00 per 30 minutes or portion thereof, including travelling time spent on the service by each officer.
(2) Test, examination or analysis of a sample taken during the course of an inspection as intended in (1):	
(i) Test for the occurrence of bacteria	R77,00 per test.
(ii) Test for the occurrence of fungi	R55,00 per test.
(iii) Test for the occurrence of insects	R35,00 per test.
(iv) Test for the occurrence of viruses:	
(aa) ELISA-test	R12,00 per test.
(bb) Herbaceous indexing	R35,00 per sample.
(cc) Hard-wood indexing	R85,00 per sample.
(v) Test for occurrence of nematodes	R35,00 per test.
(vi) Examination of a water sample	R35,00 per test."
[Par. 4A (2)]	

**"TABEL 10
GELDE BETAALBAAR**

Aard van diens	Tarief
1	2
(1) Ondersoek in verband met die uitreiking van 'n permit om iemand van die bepalings van 'n Beheermaatreël vry te stel [Par. 4A (2)]	R35,00 vir 30 minute of 'n gedeelte daarvan, ingeslote reistyd, deur elke beamp te aan die diens gewy.

Woordomskeywing

1. In hierdie Bylae beteken "die Beheermaatreëls" die beheermaatreëls gepubliseer by Goewermmentskennisgewing No. R. 110 van 27 Januarie 1984, soos gewysig by Goewermmentskennisgewings Nos. R. 909 van 4 Mei 1984, R. 1770 van 17 Augustus 1984, R. 845 van 12 April 1985, R. 1518 van 12 Julie 1985, R. 1442 van 11 Julie 1986, R. 87 van 22 Januarie 1988, R. 1349 van 8 Julie 1988, R. 1954 van 30 September 1988, R. 2416 van 19 Oktober 1990, R. 18 van 4 Januarie 1991, R. 2840 van 29 November 1991, R. 2269 van 14 Augustus 1992, R. 2876 van 16 Oktober 1992, R. 1560 van 20 Augustus 1993, R. 451 van 11 Maart 1994 en R. 1373 van 5 Augustus 1994.

Wysiging van Tabel 4 van die Beheermaatreëls

2. Tabel 4 van die Beheermaatreëls word hierby gewysig deur die uitdrukking "N26, N27," na die uitdrukking "N25" in te voeg.

Vervanging van Tabel 10 van die Beheermaatreëls

3. Tabel 10 van die Beheermaatreëls word hierby deur die volgende tabel vervang:

Aard van diens	Tarief
1	2
(2) Toets, ondersoek of ontleding van 'n monster geneem in die loop van 'n ondersoek soos in (1) bedoel:	
(i) Toets van voorkoms van bakterieë.....	R77,00 per toets.
(ii) Toets vir voorkoms van swamme.....	R55,00 per toets.
(iii) Toets vir voorkoms van insekte.....	R35,00 per toets.
(iv) Toets vir voorkoms van virusse:	
(aa) ELISA-toets.....	R12,00 per toets.
(bb) Sagteplantindeksing.....	R35,00 per monster.
(cc) Hardehoutindeksing.....	R85,00 per monster.
(v) Toets vir voorkoms van aalwurms.....	R35,00 per toets.
(vi) Ondersoek van 'n watermonster.....	R35,00 per toets.”.
[Par. 4A (2)]	

No. R. 1637**27 October 1995****AGRICULTURAL PESTS ACT, 1983
(ACT No. 36 OF 1983)****REGULATIONS: AMENDMENT***

The Minister of Agriculture, acting under section 16 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983), made the regulations set out in the Schedule.

* Amendment of fees payable.

SCHEDULE**Definition**

1. In this Schedule “the Regulations” means the regulations published by Government Notice No. R. 111 of 27 January 1984, as amended by Government Notices Nos. R. 2573 of 15 November 1985, R. 2350 of 14 November 1986, R. 100 of 16 January 1987, R. 1521 of 14 July 1989 and R. 75 of 18 January 1991.

Substitution of regulation 14 (1) of the Regulations

2. The following regulation is hereby substituted for Regulation 14 (1) of the Regulations:

“Address for the submission of documents

14. Any application, notice or document, as well as anything else pertaining thereto, which in terms of the Act or these regulations is required to be submitted to the executive officer shall—

- when forwarded by post, be addressed to the Director: Plant and Quality Control, Private Bag X258, PRETORIA, 0001; and
- when delivered by hand, be delivered to the Director: Plant and Quality Control, Dirk Uys Building, Hamilton Street, Arcadia, PRETORIA.”.

Substitution of Table 1 of the Regulations

3. The following table is hereby substituted for Table 1 of the Regulations:

No. R. 1637**27 Oktober 1995****WET OP LANDBOUPLAIE, 1983
(WET No. 36 VAN 1983)****REGULASIES: WYSIGING***

Die Minister van Landbou, handelende kragtens artikel 16 van die Wet op Landbouplae, 1983 (Wet No. 36 van 1983), het die regulasies in die Bylae uiteengesit, uitgevaardig.

* Wysiging van gelde betaalbaar.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken “die Regulasies” die regulasies gepubliseer by Goewermenskennisgewing No. R. 111 van 27 Januarie 1984, soos gewysig by Goewermenskennisgewings Nos. R. 2573 van 15 November 1985, R. 2350 van 14 November 1986, R. 100 van 16 Januarie 1987, R. 1521 van 14 Julie 1989 en R. 75 van 18 Januarie 1991.

Vervanging van regulasie 14 (1) van die Regulasies

2. Regulasie 14 (1) van die Regulasies word hierby deur die volgende regulasie vervang:

“Adres vir die indiening van dokumente

14. Enige aansoek, kennisgewing of dokument, asook enigiets anders in verband daarmee, wat ingevolge die Wet op hierdie Regulasies by die uitvoerende beampte ingedien moet word, moet—

- wanneer per pos gestuur, geadresseer wees aan die Direkteur: Plant- en Gehaltebeheer, Privaatsak X258, PRETORIA, 0001; en
- wanneer per hand afgelewer, oorhandig word aan die Direkteur: Plant- en Gehaltebeheer, Dirk Uysgebou, Hamiltonstraat, Arcadia, PRETORIA.”.

Vervanging van Tabel 1 van die Regulasies

3. Tabel 1 van die Regulasies word hierby deur die volgende tabel vervang:

**"TABLE 1
FEES PAYABLE**

No.	Nature of service	Tariff
1.	Inspection, at a time other than during the official hours of the executive officer, of controlled goods imported into the Republic [Reg. 5 (2)]	R70,00 per 30 minutes or portion thereof, including travelling time spent on the service by each officer.
2.	Inspection of a quarantine area in connection with which an application for the amendment or withdrawal of an order in respect thereof has been submitted [Reg. 8 (a)]	R35,00 per 30 minutes or portion thereof, including travelling time spent on the service by each officer.
3.	Test, examination or analysis of a sample taken during the course of the inspection of a quarantine area [Reg. 8 (b)]	
	(i) Test for the occurrence of bacteria	R77,00 per test.
	(ii) Test for the occurrence of fungi	R55,00 per test.
	(iii) Test for the occurrence of insects	R35,00 per test.
	(iv) Test for the occurrence of viruses:	
	(a) ELISA-test	R12,00 per test.
	(b) Herbaceous indexing	R35,00 per sample.
	(c) Hard-wood indexing	R85,00 per sample.
	(v) Test for occurrence of nematodes	R35,00 per test.
	(vi) Examination of a water sample	R35,00 per test.
4.	Appeal in terms of section 11 of the Act [Reg. 9 (3)]	R500,00 per appeal."

**"TABEL 1
GELDE BETAALBAAR**

No.	Aard van diens	Tarief
1.	Ondersoek, buite die amptelike kantoorure van die uitvoerende beampte, van beheerde goedere wat in die Republiek ingevoer is [Reg. 5 (2)]	R70,00 vir 30 minute of 'n gedeelte daarvan, ingeslote reistyd, deur elke beampte aan die diens gewy.
2.	Ondersoek van 'n kwarantyngebied in verband waarmee 'n aansoek om die wysiging of intrekking van 'n lasgewing ten opsigte daarvan ingedien is [Reg. 8 (a)]	R35,00 vir 30 minute of 'n gedeelte daarvan, ingeslote reistyd, deur elke beampte aan die diens gewy.
3.	Toets, ondersoek of ontleding van 'n monster geneem in die loop van 'n ondersoek van 'n kwarantyngebied [Reg. 8 (b)]	
	(i) Toets vir voorkoms van bakterieë	R77,00 per toets.
	(ii) Toets vir voorkoms van swamme	R55,00 per toets.
	(iii) Toets vir voorkoms van insekte	R35,00 per toets.
	(iv) Toets vir voorkoms van virusse	
	(a) ELISA-toets	R12,00 per toets.
	(b) Sagteplantindeksering	R35,00 per monster.
	(c) Hardehoutindeksering	R85,00 per monster.
	(v) Toets vir voorkoms van aalwurms	R35,00 per toets.
	(vi) Ondersoek van 'n watermonster	R35,00 per toets.
4.	Appel ingevolge artikel 11 van die Wet [Reg. 9 (3)]	R500,00 per appel."

No. R. 1649**27 October 1995****MARKETING ACT, 1968
(ACT No. 59 OF 1968)****GENERAL LEVY ON OILSEEDS***

I, André Isak van Niekerk, Minister of Agriculture, acting under section 46A of the Marketing Act, 1968 (Act No. 59 of 1968), hereby—

(a) impose a general levy on oilseeds on the basis set out in the Schedule;

(b) declare that the said general levy shall come into operation on the date of publication hereof; and

(c) repeal Government Notice No. R. 1130 of 17 June 1988 with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

* Imposition of a general levy on oilseeds.

SCHEDULE**Definition**

1. In this Schedule any word or expression to which a meaning has been assigned in the Scheme shall have that meaning and "the Scheme" means the Oilseeds Scheme published by Proclamation No. R. 73 of 1982, as amended by Proclamation No. R. 154 of 1984 and Government Notices Nos. R. 715 of 29 March 1985, R. 1262 of 14 June 1985, R. 660 of 11 April 1986, R. 216 of 6 February 1987, R. 2535 of 13 November 1987, R. 3056 of 13 December 1991, R. 1113 of 2 July 1993, R. 826 of 22 April 1994 and R. 1564 of 16 September 1994.

Imposition of general levy

2. (1) A general levy is hereby imposed on oilseeds that are sold by the producer thereof to the Board.

(2) A general levy is hereby imposed on oilseeds that are sold by the producer thereof to a person other than the Board, or are utilised by him otherwise than for his household consumption or to feed his own animals.

Amount of general levy

3. The amount of the general levy referred to in clause 2 (1) and (2) shall—

(a) in the case of sunflower seed be 22 cents per ton (VAT included);

(b) in the case of groundnuts be 42 cents per ton (VAT included); and

(c) in the case of soya beans be 21 cents per ton (VAT included).

Persons by whom general levy is payable

4. The general levy referred to in clause 2 shall—

(a) in cases where oilseeds are sold by the producer thereof to a person registered in terms of section 32 of the Scheme as a person dealing in the course of trade with oilseeds, be payable by the buyer;

No. R. 1649**27 Oktober 1995****BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)****ALGEMENE HEFFING OP OLIESADE***

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 46A van die Bemarkingswet, 1968 (Wet No. 59 van 1968)—

(a) lê hierby 'n algemene heffing op oliesade op die grondslag in die Bylae uiteengesit;

(b) verklaar hierby dat genoemde algemene heffing op die datum van publikasie hiervan in werking tree; en

(c) herroep hierby Goewermentskennisgewing No. R. 1130 van 17 Junie 1988 met ingang van genoemde datum van inwerkingtreding.

A. I. VAN NIEKERK,
Minister van Landbou.

* Oplegging van algemene heffing op oliesade.

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 Oliesade-skema gepubliseer by Proklamasie No. R. 73 van 1982, soos gewysig by Proklamasie No. R. 154 van 1984 en Goewermentskennisgewings Nos. R. 715 van 29 Maart 1985, R. 1262 van 14 Junie 1985, R. 660 van 11 April 1986, R. 216 van 6 Februarie 1987, R. 2535 van 13 November 1987, R. 3056 van 13 Desember 1991, R. 1113 van 2 Julie 1993, R. 826 van 22 April 1994 en R. 1564 van 16 September 1994.

Oplegging van algemene heffing

2. (1) 'n Algemene heffing word hierby opgelê op oliesade wat deur die produsent daarvan aan die Raad verkoop word.

(2) 'n Algemene heffing word hierby opgelê op oliesade wat deur die produsent daarvan aan iemand anders as aan die Raad verkoop word, of deur hom aangewend word anders as vir sy huishoudelike gebruik of om sy eie diere mee te voer.

Bedrag van algemene heffing

3. Die bedrag van die algemene heffing in klousule 2 (1) en (2) bedoel, is—

(a) in die geval van sonneblomsaad 22 sent per ton (BTW ingesluit);

(b) in die geval van grondbone 42 sent per ton (BTW ingesluit); en

(c) in die geval van sojabone 21 sent per ton (BTW ingesluit).

Persone deur wie algemene heffing betaalbaar is

4. Die algemene heffing in klousule 2 bedoel, is—

(a) in gevalle waar oliesade deur die produsent daarvan verkoop word aan 'n persoon wat kragtens artikel 32 van die Skema geregistreer is as iemand wat met oliesade as 'n besigheid handel, deur die koper betaalbaar;

(b) be payable by the producer in cases where oilseeds are utilised by him otherwise than—

- (i) to sell it as contemplated in paragraph (a);
- (ii) for his household consumption; or
- (iii) to feed his own animals.

Recovery of general levy

5. A person referred to in clause 4 (a) may recover the amount paid or payable by him by way of general levy, from the producer of the oilseeds concerned.

Offences and penalties

6. Any person who contravenes or fails to comply with the provisions of these regulations shall be guilty of an offence and liable on conviction to a fine not exceeding R1 000.

No. R. 1650

27 October 1995

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

REGULATIONS RELATING TO THE TIMES AND MANNER OF PAYMENT OF GENERAL LEVY ON OILSEEDS*

The Minister of Agriculture has under section 89, read with section 46A of the Marketing Act, 1968 (Act No. 59 of 1968), made the regulations in the Schedule.

* Regulations relating to the times and manner of payment of a general levy on oilseeds.

SCHEDULE

Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Scheme shall have that meaning, and unless the context otherwise indicates—

“**general levy**” means a levy imposed by the Minister under section 46A of the Act;

“**month**” means the period from the first to the last day, both days included, of any of the 12 calendar months of a year; and

“**the Scheme**” means the Oilseeds Scheme published by Proclamation No. R. 73 of 1982, as amended by Proclamation No. R. 154 of 1984 and Government Notices Nos. R. 715 of 29 March 1985, R. 1262 of 14 June 1985, R. 660 of 11 April 1986, R. 216 of 6 February 1987, R. 2535 of 13 November 1987, R. 3056 of 13 December 1991, R. 1113 of 2 July 1993, R. 826 of 22 April 1994 and R. 1564 of 16 September 1994.

Times at which general levy is payable

2. (1) A general levy that is payable on—

- (a) oilseeds that are sold by the producer thereof to a person other than to the Board; and

(b) Deur die produsent betaalbaar in gevalle waar oliesade deur hom aangewend word anders as—

- (i) om dit te verkoop soos in paragraaf (a) bedoel;
- (ii) vir sy huishoudelike gebruik; of
- (iii) om sy eie diere mee te voer.

Verhaal van algemene heffing

5. 'n Persoon in klousule 4 (a) bedoel, kan die bedrag wat deur hom as algemene heffing betaal of betaalbaar is, verhaal van die produsent van die betrokke oliesade.

Misdrywe en strawwe

6. Iemand wat 'n bepaling van hierdie regulasies oortree of versuim om daaraan te voldoen, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000.

No. R. 1650

27 Oktober 1995

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

REGULASIES MET BETREKKING TOT DIE TYE EN WYSE VAN BETALING VAN ALGEMENE HEFFING OP OLIESADE*

Die Minister van Landbou het kragtens artikel 89, gelees met artikel 46A van die Bemerkingswet, 1968 (Wet No. 59 van 1968), die regulasies in die Bylae uitgevaardig.

* Regulasies met betrekking tot die tye en wyse van betaling van 'n algemene heffing op oliesade.

BYLAE

Woordomskrywing

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis en beteken—

“**algemene heffing**” die heffing wat kragtens artikel 46A van die Wet deur die Minister opgelê is;

“**die Skema**” die Oliesadie Skema gepubliseer by Proklamasie No. R. 73 van 1982, soos gewysig by Proklamasie No. R. 154 van 1984 en Goewermentskennisgewings Nos. R. 715 van 29 Maart 1985, R. 1262 van 14 Junie 1985, R. 660 van 11 April 1986, R. 216 van 6 Februarie 1987, R. 2535 van 13 November 1987, R. 3056 van 13 Desember 1991, R. 1113 van 2 Julie 1993, R. 826 van 22 April 1994 en R. 1564 van 16 September 1994; en

“**maand**” die tydperk wat strek vanaf die eerste tot die laaste dag, albei dae ingesluit, van enigen van die 12 kalendermaande van 'n jaar.

Tye waarop algemene heffing betaalbaar is

2. (1) 'n Algemene heffing wat betaalbaar is op—

- (a) oliesade wat deur die produsent daarvan aan iemand anders as aan die Raad verkoop word; en

(b) oilseeds that are utilized by the producer thereof otherwise than for his household consumption or to feed his own animals,

shall be paid to the Board before or on the 15th day of the month first following the month during which the oilseeds were thus sold or utilized.

(2) A general levy that is payable on oilseeds sold to the Board shall be paid by deducting it from the price of such oilseeds which is payable to the seller concerned, and is payable when it is thus deducted.

Manner in which general levy is payable

3. An amount that is payable in terms of regulation 2 (1) and (2) shall be paid in cash or by way of a bank guaranteed cheque or electronic transfer or any other similar form of payment that is acceptable to the Board.

Disposal of general levy

4. The Manager of the Board shall—

(a) as soon as possible pay into the special account referred to in section 46C of the Act, the amount paid in respect of a general levy imposed under section 46A of the Act; and

(b) notify the Director-General forthwith in writing of every amount so paid in and the date of such payment.

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM

No. R. 1644

27 October 1995

SEA FISHERY ACT, 1988
(ACT No. 12 OF 1988)

AMENDMENT OF REGULATIONS

The Minister of Environmental Affairs and Tourism has, after consultation with the Sea Fishery Advisory Committee, under section 45 of the Sea Fishery Act, 1988 (Act No. 12 of 1988), amended the regulations promulgated in terms of the said Act, as set out in the Schedule.

SCHEDULE

1. "The Regulations" means the Regulations published under Government Notice No. R. 2934 dated 23 October 1992 as amended by Government Notices No. R. 3248 of 27 November 1992, No. R. 5 of 8 January 1993, No. R. 1052 of 18 June 1993, No. R. 2003 of 15 October 1993, No. R. 2228 of 17 November 1993, No. R. 2556 of 31 December 1993, No. R. 656 of 8 April 1994, No. R. 1371 of 12 August 1994, No. R. 987 of 30 June 1995 and No. R. 1073 of 21 July 1995.

2. The Regulations are hereby amended by the substitution in regulation 43 of the Regulations for paragraph (e) of the following paragraph:

"(e) pelagic fish—16 December 1995 up to and including 14 January 1996;"

(b) oliesade wat deur die produsent daarvan aangewend word op enige wyse behalwe vir sy huishoudelike gebruik of om sy eie diere mee te voer,

word voor of op die 15de dag van die maand eersvolgende op die maand waarin daardie oliesade aldus verkoop of aangewend is, aan die Raad betaal.

(2) 'n Algemene heffing wat betaalbaar is op oliesade wat aan die Raad verkoop word, word betaal deur dit af te trek van die prys van daardie oliesade wat aan die betrokke verkoping betaalbaar is, en is betaalbaar wanneer dit aldus afgetrek word.

Wyse waarop algemene heffing betaalbaar is

3. 'n Bedrag wat ingevolge regulasie 2 (1) en (2) betaal is, word in kontant of deur middel van 'n bank-gewaarborgde tjek of elektroniese oorplasing of ander soortgelyke vorm van betaling wat vir die Raad aanvaarbaar is, betaal.

Beskikking oor algemene heffing

4. Die Bestuurder van die Raad moet—

(a) so spoedig doenlik die bedrag wat ten opsigte van 'n algemene heffing kragtens artikel 46A van die Wet betaal is, in die spesiale rekening bedoel in artikel 46C van die Wet stort; en

(b) die Direkteur-generaal onverwyld skriftelik in kennis stel van elke bedrag wat aldus gestort is en die datum van sodanige betaling.

DEPARTEMENT VAN OMGEWINGSKE EN TOERISME

No. R. 1644

27 Oktober 1995

WET OP SEEVISSERY, 1988
(WET No. 12 VAN 1988)

WYSIGING VAN REGULASIES

Die Minister van Omgewingsake en Toerisme het, na oorleg met die Seevisserij-advieskomitee, kragtens artikel 45 van die Wet op Seevisserij, 1988 (Wet No. 12 van 1988), die regulasies uitgevaardig kragtens genoemde Wet, gewysig soos in die Bylae uiteengesit.

BYLAE

1. "Die Regulasies" beteken die Regulasies afgekondig by Goewermmentskennisgewing No. R. 2934 gedateer 23 Oktober 1992, soos gewysig by Goewermmentskennisgewings No. R. 3248 van 27 November 1992, No. R. 5 van 8 Januarie 1993, No. R. 1052 van 18 Junie 1993, No. R. 2003 van 15 Oktober 1993, No. R. 2228 van 17 November 1993, No. R. 2556 van 31 Desember 1993, No. R. 656 van 8 April 1994, No. R. 1371 van 12 Augustus 1994, No. R. 987 van 30 Junie 1995 en No. R. 1073 van 21 Julie 1995.

2. Die Regulasies word hierby gewysig deur in regulasie 43 van die Regulasies paragraaf (e) met die volgende paragraaf te vervang:

"(e) pelagiese vis—16 Desember 1995 tot en met 14 Januarie 1996;"

DEPARTMENT OF FINANCE**No. R. 1677****27 October 1995**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 2 (No. 2/26)

Under section 56 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 2 to the said Act is hereby amended to the extent set out in the Schedule hereto.

A. ERWIN,

Deputy Minister of Finance.

DEPARTEMENT VAN FINANSIES**No. R. 1677****27 Oktober 1995**

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 2 (No. 2/26)

Kragtens artikel 56 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 2 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

A. ERWIN,

Adjunkminister van Finansies.

SCHEDULE

I Item	II				III Rebate Items	IV Imported from or Origina- ting in	V Rate of Anti- dumping Duty	VI Annota- tions
	Tariff Heading	Code	C. D.	Descriptions				
206.01 206.05				By the deletion of item 206.01. By the deletion of item 206.05.				

BYLAE

I Item	II				III Korting Items	IV Ingevoer vanaf of Afkomsig van	V Skaal van Anti- dumping Reg	VI Annota- sies
	Tarief- pos	Kode	T. S.	Beskrywing				
206.01 206.05				Deur item 206.01 te skrap. Deur item 206.05 te skrap.				

DEPARTMENT OF HEALTH**No. R. 1631****27 October 1995**

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT No. 54 OF 1972)

REGULATIONS RELATING TO EDIBLE FATS AND OILS

The Minister of Health intends, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), to make the regulations in the Schedule.

Interested persons are invited to submit any substantiated comments or representations on the proposed regulations to the Director-General of Health (for the attention of the Director: Food and Chemicals), Private Bag X828, Pretoria, 0001, within three months of the date of publication of this notice.

SCHEDULE**1. DEFINITIONS**

In these regulations "the Act" means the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), and any expression to which a meaning has been assigned in the Act shall bear that meaning and, unless the context indicates otherwise—

"edible fats and oils" means foodstuffs composed of glycerides of fatty acids of vegetable or animal origin and in which other naturally-occurring lipids such as phosphatides of unsaponifiable constituents and of free fatty acids may be present;

DEPARTEMENT VAN GESONDHEID**No. R. 1631****27 Oktober 1995**

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET No. 54 VAN 1972)

REGULASIES BETREFFENDE EETBARE VETTE EN OLIES

Die Minister van Gesondheid is voornemens om kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies in die Bylae uit te vaardig.

Belanghebbendes word versoek om binne drie maande na die datum van publikasie van hierdie kennisgewing gemotiveerde kommentaar oor of vertoë in verband met die voorgestelde regulasies in te dien by die Direkteur-generaal: Gesondheid (vir die aandag van die Direkteur: Voedsel en Chemikalieë), Privaat Sak X828, Pretoria, 0001.

BYLAE**1. WOORDOMSKRYWINGS**

In hierdie regulasies beteken "die Wet" die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), en het enige uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis, en tensy uit die samehang anders blyk, beteken—

"eetbare vette en oliës" voedingsmiddels wat uit gliseriede van vetsure van plantaardige of dierlike oorsprong bestaan en waarin ander lipiede wat van nature voorkom, soos fosfatiede van onverseepbare bestanddele en vry vetsure, teenwoordig mag wees;

"fatty acids" means straight-chain compounds ranging from 2 to 24 carbons and found in fats and oils in combination with glycerol;

"food additive" means a food additive as defined in Government Notice No. R. 2034 of 29 October 1993;

"glyceride" means a compound consisting of one molecule of glycerol and one to three molecules of free fatty acids;

"lipids" means esters of fatty acids with different alcohols, and includes a variety of substances such as monoglycerides, diglycerides, phosphatides, cerebrosides, sterols, terpenes, fatty alcohols, fatty acids and fat-soluble vitamins;

"mineral oil" means a mixture of liquid, saturated hydrocarbons obtained from petroleum;

"phosphatides" means the substituted fats containing phosphoric acid and nitrogen that are found in the membranes of cells;

"polar components" means monoglycerides, diglycerides and free fatty acids and oxidative degradation products of these components and of their parent triglycerides, as determined by column chromatography according to the methods described in the latest edition of *Official Methods of Analysis of the Association of Official Analytical Chemists* published by the Association of Official Analytical Chemists of the United States of America;

"polymerised triglycerides" means the degradation products formed by carbon to carbon and/or carbon to oxygen linkages between triglyceride-bound fatty acids which produce dimeric or higher polymeric triglycerides, as determined by gel permeation chromatography according to the methods described in the latest edition of *Official Methods of Analysis of the Association of Official Analytical Chemists* published by the Association of Official Analytical Chemists of the United States of America;

"triglyceride" means a compound formed when one glycerol molecule combines with three fatty acid molecules.

2. SPECIAL PROVISIONS

(1) These regulations shall apply to edible fats and oils and mixtures thereof which are intended for final consumption, including catering purposes, or which are used as ingredients in the manufacture of foodstuffs.

(2) Edible fats and oils shall be free from mineral oils.

(3) Edible fats and oils may contain the following food additives:

(a) Antioxidants permitted by Government Notice No. R. 965 of 3 June 1977; and

(b) colourants permitted by Government Notice No. R. 756 of 6 May 1977, as amended by Government Notice No. R. 1958 of 9 September 1983.

"fosfatiede" die gesubstitueerde vette wat fosfor-suur en stikstof bevat wat in selmembrane voorkom;

"gepolimeriseerde trigliseriede" die afbreekprodukte wat gevorm word deur koolstof-tot-koolstof-en/of koolstof-tot-suurstof-skakelings tussen trigliseriedgebonde vetsure wat dimeriese of hoër polimeriese trigliseriede lewer, soos bepaal deur jelpermeasiechromatografie volgens die metodes beskryf in die nuutste uitgawe van die *Official Methods of Analysis of the Association of Official Analytical Chemists* gepubliseer deur die Association of Official Analytical Chemists of the United States of America;

"gliseried" 'n verbinding wat bestaan uit een gliserolmolekule en een tot drie vry vetsuurmolekules;

"lipiede" esters van vetsure met verskillende alkohole, en sluit dit 'n verskeidenheid van stowwe in soos mono- en digliseriede, fosfatiede, serebrosiede, sterole, terpene, vetalkohole, vetsure en vetoplosbare vitamienne;

"mineraalolie" 'n mengsel van vloeibare, versadigde koolwaterstowwe wat uit petroleum verkry word;

"polêre komponente" monogliseriede, digliseriede en vry vetsure sowel as oksidatiewe afbreekprodukte van hierdie komponente en van hul moedertrigliseriede, soos bepaal deur kolomchromatografie volgens die metodes beskryf in die nuutste uitgawe van die *Official Methods of Analysis of the Association of Official Analytical Chemists*, gepubliseer deur die Association of Official Analytical Chemists of the United States of America;

"trigliseried" 'n verbinding wat gevorm word wanneer een gliserolmolekule verbind met drie vetsuurmolekules;

"vetsure" reguitkettingverbindings wat wissel van 2 tot 24 koolstowwe en in kombinasie met gliserol in vette en olies aangetref word;

"voedseladditief" 'n voedseladditief soos omskryf in Goewermentskennisgewing No. R. 2034 van 29 Oktober 1993.

2. SPESIALE BEPALINGS

(1) Hierdie regulasies is van toepassing op eetbare vette en olies en mengsels daarvan wat bestem is vir finale verbruik, insluitende spysenieringsdoeleindes, of gebruik word as bestanddele in die vervaardiging van voedingsmiddels.

(2) Eetbare vette en olies moet vry wees van mineraalolies.

(3) Eetbare vette en olies mag die volgende voedseladditiewe bevat:

(a) Anti-oksideermiddels geoorloof by Goewermentskennisgewing No. R. 965 van 3 Junie 1977; en

(b) kleurstowwe geoorloof by Goewermentskennisgewing No. R. 756 van 6 Mei 1977, soos gewysig by Goewermentskennisgewing No. R. 1958 van 9 September 1983.

(4) The standards for the purity and composition of edible fats and oils shall be (if any) those laid down in the latest edition of the *Codex Alimentarius Standards for Fats and Oils for the British Pharmacopoeia*.

(5) For the purposes of section 2 (1) (b) (i) of the Act, in so far as it applies to foodstuffs, edible fats and oils used for the frying of food are hereby deemed to be harmful or injurious to human health, unless they contain less than—

- (a) 16% polymerised triglycerides; and/or
- (b) 25% polar components.

3. DELETION

Regulation 14 (7) to (11) promulgated under the repealed Food, Drugs and Disinfectants Act, 1929 (Act No. 13 of 1929), is hereby deleted.

4. COMMENCEMENT

These regulations shall come into operation on 1 April 1996.

DEPARTMENT OF LABOUR

No. R. 1638

27 October 1995

MANPOWER TRAINING ACT, 1981

AMENDMENT OF THE TRAINING SCHEME FOR THE AEROSPACE INDUSTRY

I, Tito Titus Mboweni, Minister of Labour, acting in terms of section 39 (3) of the Manpower Training Act, 1981, hereby amend, from the date of publication of this notice, Government Notice No. 7 of 3 January 1992, by the substitution for paragraph (b) of the following:

“(b) hereby extent the period fixed by Government Notice No. R. 2942 of 21 December 1990 with a period which shall terminate on the date of the withdrawal of the Scheme in terms of section 39 (3) of the above-mentioned Act.”.

T. T. MBOWENI,

Minister of Labour.

No. R. 1639

27 October 1995

MANPOWER TRAINING ACT, 1981

ELECTRICAL CONTRACTING INDUSTRIES TRAINING BOARD: AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Tito Titus Mboweni, Minister of Labour, acting in terms of section 13(3) of the Manpower Training Act, 1981, hereby amend, with effect from the second Monday after the publication of this notice, Government Notice No. R. 493 of 31 March 1995, by—

(a) substituting for the expression “dailing” where it appears in the fifth last line of the definition of Local Authority Undertaking of the expression “dialling”.

(b) inserting the expression “within 16 weeks” after the expression “clause 1,” where it appears in paragraph (2) of clause 2.

(4) Die standaard vir suiverheid en samestelling van eetbare vette en olies is dié (indien daar is) wat bepaal word in die nuutste uitgawe van die *Codex Alimentarius Standards for Fats and Oils or the British Pharmacopoeia*.

(5) Vir die doeleindes van artikel 2 (1) (b) (i) van die Wet, in soverre dit van toepassing is op voedingsmiddels, word eetbare vette en olies wat vir die braai van voedsel gebruik word, geag skadelik of nadelig vir die menslike gesondheid te wees, tensy dit minder as—

- (a) 16% gepolimeriseerde trigliseriede; en/of
- (b) 25% polêre komponente,

bevat.

3. SKRAPPING

Regulasie 14 (7)–(11), uitgevaardig kragtens die herroepe Wet op Voedsel, Medisyne en Ontsmettingsmiddels, 1929 (Wet No. 13 van 1929), word hierby geskrap.

4. INWERKINGTREDING

Hierdie regulasies tree op 1 April 1996 in werking.

DEPARTEMENT VAN ARBEID

No. R. 1638

27 Oktober 1995

WET OP MANNEKRAGOPLEIDING, 1981

WYSIGING VAN DIE OPLEIDINGSKEMA VIR DIE LUGRUIMNYWERHEID

Ek, Tito Titus Mboweni, Minister van Arbeid, handelende kragtens artikel 39 (3) van die Wet op Mannekragopleiding, 1981, wysig hierby, met ingang van die datum van publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 7 van 3 Januarie 1992 deur paragraaf (b) deur die volgende te vervang:

“(b) verleng hierby die tydperk vasgestel by Goewermentskennisgewing No. R. 2942 van 21 Desember 1990 met ’n tydperk wat sal eindig op die datum van intrekking van die Skema kragtens artikel 39 (3) van bogenoemde Wet.”.

T. T. MBOWENI,

Minister van Arbeid.

No. R. 1639

27 Oktober 1995

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEDE: WYSIGING VAN LEERVOORWAARDES

Ek, Tito Titus Mboweni, Minister van Arbeid, handelende kragtens artikel 13(3) van die Wet op Mannekragopleiding, 1981, wysig hierby, met ingang van die tweede Maandag na die inwerkingtreding van hierdie kennisgewing, Goewermentskennisgewing No. R. 493 van 31 Maart 1995, deur—

(a) die uitdrukking “waarna verwys word in klousule 1”, in te voeg na die uitdrukking “keuringskriteria” waar dit in paragraaf (2) van klousule 2 voorkom, en die uitdrukking “binne 16 weke” in te voeg na die uitdrukking “het,” waar dit in genoemde paragraaf voorkom.

(b) die uitdrukking “51” deur die uitdrukking “58” te vervang waar dit in paragraaf (1) van klousule 3 voorkom.

(c) by substituting for the expression "51" of the expression "58" where it appears in paragraph (1) of clause 3.

(d) by substituting for the expression "4 months" of the expression "16 weeks" where it appears in paragraph (3) of clause 4.

(e) by substituting for the expression "16" of the expression "17" where it appears in paragraph (4)(b) of clause 4.

(f) by substituting for the expression "65" of the expression "64" where it appears in paragraph (5) of clause 4.

(g) by substituting for the expression "138" of the expression "140" where it appears in paragraph (6) of clause 4.

(h) by substituting for the expression "immediately" of the expression "14 consecutive days" where it appears in paragraph (4) of clause 5.

(i) by substituting for the expression "twelve (12)" of the expression "seventeen (17)" where it appears in paragraph (3) of clause 8.

(j) by substituting for the expression "twelve (12)" of the expression "seventeen (17)" where it appears in paragraph (4) of clause 8.

(k) by substituting for the expression "twelve (12)" of the expression "seventeen (17)" where it appears in paragraph (4)(b) of clause 9.

(l) by substituting for the expression "Competence Test A" of the expression "Competence Test B" where it appears in the first line of paragraph (5) of clause 9.

(m) by substituting for the expression "twelve (12)" of the expression "seventeen (17)" where it appears in paragraph (5) (d) of clause 9.

(n) by substituting for the expressions "62" and "78" of the expressions "33 to 58" and "74" respectively, where it appear in paragraph 6 (a) of clause 9.

(o) by substituting for the expressions "120" and "136" of the expressions "56 to 122" and "138" respectively, where it appear in paragraph (6) (b) of clause 9.

T. T. MBOWENI,
Minister of Labour.

No. R. 1640 **27 October 1995**
LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WESTERN TRANSVAAL: PROVIDENT 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 which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1999, 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.

T. T. MBOWENI,
Minister of Labour.

(c) die uitdrukking "4 maande" deur die uitdrukking "16 weke" te vervang waar dit in paragraaf (3) van klousule 4 voorkom.

(d) die uitdrukking "16" deur die uitdrukking "17" te vervang waar dit in paragraaf (4) (b) van klousule 4 voorkom.

(e) die uitdrukking "65" deur die uitdrukking "64" te vervang waar dit in paragraaf (5) van klousule 4 voorkom.

(f) die uitdrukking "138" deur die uitdrukking "140" te vervang waar dit in paragraaf (b) van klousule 4 voorkom.

(g) die uitdrukking "onmiddellik" deur die uitdrukking "14 opeenvolgende dae" te vervang waar dit in paragraaf (4) van klousule 5 voorkom.

(h) die uitdrukking "twaalf (12)" deur die uitdrukking "sewentien (17)" te vervang waar dit in paragraaf (3) van klousule 8 voorkom.

(i) die uitdrukking "twaalf (12)" deur die uitdrukking "sewentien (17)" te vervang waar dit in paragraaf (4) van klousule 8 voorkom.

(j) die uitdrukking "twaalf (12)" deur die uitdrukking "sewentien (17)" te vervang waar dit in paragraaf (4) (b) van klousule 9 voorkom.

(k) die uitdrukking "(Ambagstoets A)" deur die uitdrukking "(Ambagstoets B)" te vervang waar dit in paragraaf (5) van klousule 9 voorkom.

(l) die uitdrukking "twaalf (12)" deur die uitdrukking "sewentien (17)" te vervang waar dit in paragraaf (5) (d) van klousule 9 voorkom.

(m) die uitdrukkings "62" en "78" deur die uitdrukkings "33 tot 58" en "74" onderskeidelik te vervang waar dit in paragraaf (6) (a) van klousule 9 voorkom.

(n) die uitdrukkings "120" en "136" deur die uitdrukkings "56 tot 122" en "138" onderskeidelik, te vervang waar dit in paragraaf (6) (b) van klousule 9 voorkom.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1640 **27 Oktober 1995**
WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WES-TRANSVAAL: VOORSORGFONDSOOREENKOMS

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 wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1999 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.

T. T. MBOWENI,
Minister van Arbeid.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE (SOUTHERN AND WESTERN TRANSVAAL)****HAIRDRESSING AND COSMETOLOGY INDUSTRY****PROVIDENT FUND AGREEMENT**

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

**South African Hairdressers' and Cosmetologists'
Association**

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

South African Hairdressers Employees' Industrial Union

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

being the parties to the Industrial Council for the Hairdressing Trade (Southern and Western Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed in the Hairdressing and Cosmetology Industry—

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

1.1.2 in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs and Vereeniging.

1.2 Notwithstanding the provisions of clause 1.1, the provisions of this Agreement—

1.2.1 shall apply only to employees for whom wages are prescribed in the Main Agreement and to the employers of such employees;

1.2.2 shall not apply to employees in respect of whom their employer contributes, and for as long as their employer so contributes, to an approved 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;

1.2.3 shall not apply to any apprentice for six months from the date on which he commenced employment: Provided that any employer may in his discretion waive this exclusion.

2. 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 December 1999 or for such period as may be determined by the Minister.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1956, and the Main Agreement shall have the meanings assigned to them in that Act and that Agreement; any reference 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;

BYLAE**NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF
(SUID- EN WES-TRANSVAAL)****HAARKAPPERS- EN KOSMETOLOGIEBEDRYF****VOORSORGFONDSOOREENKOMS**

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

**South African Hairdressers' and Cosmetologists'
Association**

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

South African Hairdressers Employees' Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Suid- en Wes-Transvaal)

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit nagekom word in die Haarkappers- en Kosmetologiebedryf—

1.1.1 deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;

1.1.2 in die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs en Vereeniging.

1.2 Ondanks die bepalings van klousule 1.1 is die bepalings van hierdie Ooreenkoms—

1.2.1 slegs van toepassing op werknemers vir wie lone in die Hofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

1.2.2 nie van toepassing nie op werknemers ten opsigte van wie hul werkgewer bydra, en vir solank as wat hul werkgewer aldus bydra, tot 'n goedgekeurde 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;

1.2.3 nie van toepassing nie op 'n vakleerling vir 'n tydperk van ses maande vanaf die datum waarop hy in diens getree het: Met dien verstande dat 'n werkgewer na goedgekeurde van hierdie uitsluiting kan afsien.

2. GELDIGHEIDSDUUR

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 31 Desember 1999 of vir die tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), en die Hofooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet en daardie Ooreenkoms; waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings 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;

"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;

"approved pension/provident fund" means a pension or provident fund registered as such in terms of the Pension Funds Act, 1956;

"Corporation" means Legal & Professional Computer Management CC;

"Council" means the Industrial Council for the Hairdressing Trade (Southern and Western Transvaal) registered in terms of section 19 of the Act;

"Fund" means the HCI Provident Fund established in terms of the Rules of the Fund for the purpose of providing lump sum retirement benefits for employees in the Hairdressing and Cosmetology Industry or for the dependants of such employees on the death of such employees;

"Main Agreement" means the Agreement in which wages and other conditions of service are prescribed for employees in the hairdressing trade in the Southern and Western Transvaal, as published in terms of section 48 of the Act;

"Hairdressing and Cosmetology Industry" or **"Industry"** means the industry defined in the Main Agreement 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 a full normal week or month, as the case may be, and does not include commission received on the sale of goods or services;

"retirement age" means 65 years in the case of men and 60 years in the case of women;

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

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

4. ESTABLISHMENT AND OBJECTS OF THE FUND

4.1 There is hereby established a fund to be known as the HCI Provident Fund (hereinafter referred to as "the Fund").

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

4.3 The objects of the Fund shall be in accordance with the Rules of the Fund, as determined from time to time, to provide lump sum retirement benefits to members leaving employment on reaching retirement age, as a result of incapacitation by illness or accident, on retrenchment, or their behalf or on withdrawal for any other good and sufficient reason.

5. MEMBERSHIP

5.1 Subject to the provisions of clause 2 of this Agreement, membership of the Fund shall be compulsory for—

5.1.1 every apprentice; and

5.1.2 every male employee employed in the Industry who has not reached retirement age; and

5.1.3 every female employee employed in the Industry who has not reached retirement age.

"vakleerlinge" 'n werknemer wat diens doen ingevolge 'n skriftelik 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;

"goedgekeurde pensioen-/voorsorgfonds" 'n pensioen- of voorsorgfonds geregistreer as sodanig kragtens die Wet op Pensioenfondse, 1956;

"Korporasie" Legal & Professional Computer Management BK;

"Raad" die Nywerheidsraad vir die Haarkappersbedryf (Suid- en Wes-Transvaal) wat ingevolge artikel 19 van die Wet geregistreer is;

"Fonds" die HCI-voorsorgfonds wat ooreenkomstig die reëls van die Fonds ingestel is met die doel om rondebdragtafreestand te verskaf aan werknemers in die Haarkappers- en Kosmetologiebedryf of aan die afhanklikes van sodanige werknemers by die afsterwe van sodanige werknemers;

"Hofooreenkoms" die Ooreenkoms waarin lone en ander diensvoorwaardes vir werknemers in die Haarkappersbedryf in Suid- en Wes-Transvaal voorgeskryf word, soos gepubliseer ingevolge artikel 48 van die Wet;

"Haarkappers- en Kosmetologiebedryf" of **"Bedryf"** die bedryf soos van tyd tot tyd in die Hofooreenkoms omskryf;

"pensioendraende besoldiging" die bedrag wat gewoonlike en/of gereeld deur 'n werkgewer aan 'n werknemer betaal word, hetsy weekliks of maandeliks, ten opsigte van die normale ure wat vereis word om 'n volle week of maand, na gelang, voltooi te word, en omvat nie enige kommissie ontvang op die verkoop van goedere of dienste;

"aftree-ouderdom" 65 jaar in die geval van mans, en 60 jaar in die geval van vrouens;

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

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

4. INSTELLING EN DOELSTELLINGS VAN DIE FONDS

4.1 Hierby word 'n Fonds ingestel wat genoem word die HCI-voorsorgfonds (hierna verwys as "die Fonds").

4.2 Die Fonds sal bestaan uit bedraes soos voorgeskryf in hierdie Ooreenkoms en rente of dividende op beleggings.

4.3 Die doelstellings van die Fonds is om ooreenkomstig die reëls van die Fonds, soos van tyd tot tyd vasgestel, lede te voorsien van rondebdragbystand by aftrede, by ongeskiktheid of weens siekte of 'n ongeluk, by personeelbesnoeiing, by afsterwe of by onttrekking om enige ander goeie en voldoende rede.

5. LIDMAATSKAP

5.1 Behoudens die bepalinge van klousule 2 van hierdie Ooreenkoms is lidmaatskap van die Fonds verpligtend vir—

5.1.1 elke vakleerling; en

5.1.2 elke manlike werknemer wat in die bedryf werksaam is en wat nog nie die aftree-ouderdom bereik het nie; en

5.1.3 elke vroulike werknemer wat in die bedryf werksaam is en wat nog nie die aftree-ouderdom bereik het nie;

5.2 Employees who are not compulsory members in terms of clause 5.1, and employers, may be admitted to voluntary membership of the Fund at the discretion of the Council, and the provisions of the Agreement shall *mutatis mutandis* apply to them.

5.3 Every employee for whom membership is compulsory in terms of subclause 5.1 shall—

5.3.1 complete the form prescribed in Annexure A to this Agreement and lodge such completed form with the Secretary of the Council within one month after the date on which he enters, re-enters or becomes employed in the Industry;

5.3.2 when required to do so by the 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 for determining any benefit arising out of such membership.

5.4 Every person who is admitted to voluntary membership in terms of clause 5.2 of this clause shall complete the form prescribed in Annexure B to this Agreement and lodge such completed form with the Secretary of the Council.

6. CONTRIBUTIONS

6.1 Every employee for whom membership of the Fund is compulsory in terms of clause 5.1, and every voluntary member in terms of clause 5.2 of this Agreement, shall contribute 2,5% of his pensionable remuneration to the Fund in respect of each week of his employment in the Industry: Provided that where an employee receives or is entitled to receive wages for less than 20 hours in any week, no contribution shall be payable by him in respect of such week.

6.2 The contributions payable in terms of clause 6.1 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 shall be rounded off to the next higher rand value when they amount to 50 cents or more.

6.3 The contributions specified in clause 6.1, as modified by clauses 6.2, shall be deducted by the employer from every employee's wage on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.

6.4 Every employer shall contribute and add to the contributions deducted in terms of clause 6.1 read with clause 6.2 contributions of an equal amount.

6.5 The total amount of contributions deducted from the earnings of employees, and contributed by employers in terms of clause 6.1 read with clauses 6.2 and 6.3 shall be paid each month to the Secretary of the Council, and each such payment shall be accompanied by a written statement containing the following details:

6.5.1 Name, initials and computer identification number of each employee;

6.5.2 amount of contribution remitted in respect of each employee;

6.5.3 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.

6.6 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 clause 6.5 to the Secretary of the Council by not later than the seventh day of the month immediately following that to which the contributions and details relate. The postal address of the Fund is P.O. Box 1964, Roodepoort, 1725.

5.2 Werknemers wat nie ingevolge klousule 5.1 verpligte lede is nie, en werkgewers, kan na goeddunke van die Raad as vrywillige lede tot die Fonds toegelaat word, en die bepalings van die Ooreenkoms is *mutatis mutandis* van toepassing op enige persoon wat aldus toegelaat is, en op hul werkgewers.

5.3 Elke werknemer vir wie lidmaatskap ingevolge subklousule 5.1 van hierdie klousule verpligtend is, moet—

5.3.1 die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, invul en sodanige ingevulde vorm by die Sekretaris van die Raad indien binne een maand na die datum waarop hy by die bedryf in diens tree, weer in diens tree of in diens geneem word;

5.3.2 as die Raad 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 vas te stel of vir die bepaling van bystand wat uit sodanige lidmaatskap spruit.

5.4 Elke persoon wat ingevolge klousule 5.2 van hierdie klousule as vrywillige lid toegelaat word, moet die aansoek-vorm voorgeskryf in Aanhangsel B van hierdie Ooreenkoms invul, en sodanige ingevulde vorm moet aan die Sekretaris van die Raad voorgelê word.

6. BYDRAES

6.1 Elke werknemer vir wie lidmaatskap van die Fonds ingevolge klousule 5.1 verpligtend is, en elke vrywillige lid ingevolge klousule 5.2 van hierdie Ooreenkoms, moet 2,5% van sy pensioendraende besoldiging tot die Fonds bydra ten opsigte van elke week wat hy in die Bedryf werksaam is: Met dien verstande dat as 'n werknemer loon vir minder as 20 uur gedurende 'n week ontvang of daarop geregtig is, hy geen bydrae vir daardie week moet betaal nie.

6.2 Die bydraes ingevolge klousule 6.1 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.

6.3 Die werkgever moet die bydraes gespesifiseer in klousule 6.1, soos gewysig by klousule 6.2, van elke werknemer se loon aftrek op die eerste betaaldag na die inwerking-treding van hierdie Ooreenkoms en op elke betaaldag daarna.

6.4 Elke werkgever moet tot die bedrag wat hy ingevolge klousule 6.1 gelees met klousule 6.2 aftrek, 'n gelyke bedrag bydra en dit by die bydraes voeg.

6.5 Die totale bedrag van die bydraes wat ingevolge klousule 6.1 gelees met klousules 6.2 en 6.3 van die werknemers se verdienste afgetrek is en wat deur werkgewers bygedra is, moet elke maand betaal word aan die Sekretaris van die Raad, en welke sodanige betaling moet vergesel gaan van 'n skriftelike verklaring met die volgende besonderhede:

6.5.1 Die naam, voorletters en rekenaaridentiteitsnommer van elke werknemer;

6.5.2 die bedrag bydraes ten opsigte van elke werknemer gestuur;

6.5.3 die datum van diensaanvaarding of diensbeëindiging in die geval van werknemers wie se diens begin of geeindig het sedert die vorige besonderhede voorgelê is.

6.6 Elke werkgever moet die totale bedrag van die bydraes wat hy en sy werknemers moet betaal en die skriftelike verklaring van besonderhede ingevolge klousule 6.5 voor of op die sewende dag van die maand wat onmiddellik volg op dié waarop die bydraes en besonderhede betrekking het aan die Sekretaris van die Raad stuur. Die posadres van die Fonds is Posbus 1964, Roodepoort, 1725.

6.7 Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Secretary of the Council.

6.8 If an employer and employee so agree, and the Fund consents thereto, an employee shall be entitled to make voluntary regular contributions of a percentage of pensionable remuneration which is greater than the percentage specified in clause 6.1: Provided that there shall be a contribution from his employer of a like monthly amount.

6.9 The contributions payable by employers as prescribed in clause 6.4, and as provided for in clause 6.8, shall not be refundable.

6.10 The contributions collected by the Council in terms of this clause shall be paid over to the Fund, which is administered by the Corporation.

6.11 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 one and one half per cent per month or part thereof from such 15th day until the day upon which payment in cash 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.

7. ADMINISTRATION

7.1 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.

7.2 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 Corporation to perform the functions of the Council in respect of this Agreement. If the Corporation 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 Corporation or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

8. AGENTS

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

9. EXEMPTIONS

9.1 The Council may grant exemption from any of the provisions of this Agreement.

9.2 Application for exemption shall be made to the Secretary of the Council.

9.3 The Council 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.

6.7 Vorms wat spesiaal opgestel is vir die verskaffing van die besonderhede wat ingevolge hierdie klousule vereis word, is verkrygbaar by die Sekretaris van die Raad.

6.8 Indien 'n werkgewer en werknemer daartoe ooreenkom, en die Fonds daartoe instem, is 'n werknemer daarop geregtig om vrywillige gereelde bydraes van 'n persentasie van pensioendraende besoldiging te maak wat groter is as die bydrae bepaal deur klousule 6.1: Met dien verstande dat daar 'n soortgelyke bydrae van sy werkgewer moet wees.

6.9 Die bydraes deur werkgewers betaalbaar soos voorgeskryf in klousule 6.4 en bepaal by klousule 6.8, is nie terugbetaalbaar nie.

6.10 Die bydraes ingevolge hierdie klousule deur die Raad ingevorder, moet aan die Fonds oorbetal word, wat deur die Korporasie geadministreer word.

6.11 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 een 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad daartoe geregtig is om na goëddunke betaling van sodanige rente of gedeelte daarvan kwyd te skeld.

7. ADMINISTRASIE

7.1 Die Fonds moet geadministreer word ooreenkomstig die reëls wat deur die Raad goedgekeur is en wat nie onbestaanbaar mag wees met die bepallings 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.

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

8. AGENTE

Die Raad 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 sodanige perseel te betree, sodanige ondersoeke in te stel en te voltooi, en sodanige dokumente, boeke, loonstate, tydstate en loonkaarte na te gaan, en sodanige individue te ondervra en al sodanige handeling te verrig 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 ondersoeke doen nie.

9. VRYSTELLINGS

9.1 Die Raad kan vrystelling van enigeen van die bepallings van hierdie Ooreenkoms verleen.

9.2 Aansoek om vrystelling moet gedoen word by die Sekretaris van die Raad.

9.3 Die Raad na gelang van die geval, moet die voorwaardes stel waarop sodanige vrystelling van krag is en kan, indien hy goëddink, na een week 'skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat intrek.

10. DISHONOURD 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.

11. PROTECTION OF BENEFITS

The benefits of the Fund are protected in accordance with the provisions of Section 37A and B of the Pension Funds Act, 1956, as though those sections of that Act apply to this Fund. Accordingly, no benefit or right thereto is capable of being reduced, transferred or otherwise ceded, or of being pledged or hypothecated, or of being liable to be attached or subjected to any form of execution under a judgment or order of a court of law, save as specifically provided in the said Act.

12. 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.

Signed at Roodepoort on behalf of the parties, this 22nd day of August, 1995.

L. ZERMATTEN,
Chairman of the Council.

M. MULLER,
Vice-Chairman of the Council.

J. A. MARTIN,
General Secretary of the Council.

10. GEDISHONOREERDE TJEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders 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 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule, is op aanvraag betaalbaar.

11. BESKERMING VAN VOORDELE

Die voordele betaalbaar deur die Fonds word beskerm ooreenkomstig die bepalings van artikel 37A en B van die Wet op Pensioenfondse, 1956, asof daardie bepalings van toepassing is op hierdie Fonds. Dienooreenkomstig mag geen voordele of aanspraak daarop verminder, oorgedra, of gesedeer of verpand word nie, of in beslag geneem ooreenkomstig enige hofbevel word nie, uitgesonderd as dit spesifiek bepaal word in gemelde Wet.

12. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms, in die vorm by die regulasies ingevolge die Wet voorgeskryf op 'n opvallende plek in sy perseel opplak en opgeplak hou.

Namens die Partye op hede die 22ste dag van Augustus 1995 te Roodepoort onderteken.

L. ZERMATTEN,
Voorsitter van die Raad.

M. MULLER,
Ondervoorsitter van die Raad.

J. A. MARTIN,
Algemene Sekretaris van die Raad.

ANNEXURE A TO THE hci 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

Were you employed in the Hairdressing Trade previously?.....

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

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

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

First names (Mr/Mr/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)

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 ☐

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?

Applicant's signature.....

Date

The General Secretary
Industrial Council for the Hairdressing Trade
P.O. Box 1964
ROODEPOORT, 1725

FOR OFFICE USE ONLY

Date received Date registered

Date of first payment Return No.

AANHANGSEL A VAN DIE hci VOORSORGFONDSOOREENKOMS

AANSOEK OM REGISTRASIE AS LID

Fondsnummer..... Vakverenigingnummer (indien enige)

Identitätsnummer

Familienaam

Voorname

Geboortedatum..... (jaar)..... (maand)..... (dag)..... Geslag (man of vrouw).....

Werkzaam by (werkgever se naam en adres)

Beroep

Aansoeker se huisadres

Was u voorheen in die Haarkappersbedryf werksaam?

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

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

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

Voorname (mnr./mev./mei.)

Familienaam

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

Adres

Beoordeelde se identiteitsnommer (indien van toepassing)

.....
(Datum)

(Lid se naamtekening)

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

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

JAYNEE

- 1.1 Enige hartongesteldheid, bv. rumatiekkoors, hartgeruise, koronêre slagaarsiekte, borspyne, kort-
asemheid of hartkloppings
- 1.2 Hoë bloeddruk of 'n bloedvaatsiekte of 'n omloopafwyking of spatare.....
- 1.3 Enige respiratoriese of longkwale, bv. asma, brongitis, aanhoudende gehoes, toring (TB)
- 1.4 Enige ongesteldheid van die spysverteringstelsel, galblaas of lewer, bv. werklike of vermeende
maag- of twaalfvingerdermseer, terugkerende slegte 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 geesteskwaal, bv. vallende siekte, floutes, verlamming, angstoestand of bedruktheid
.....
- 1.7 Oor-, oog-, neus- of keelaandoening, bv. ooruitstroming, gebrekkige gesigsvermoë, terugkerende
mangelontsteking, katarak of gesigsgebrek

- 1.8 Ongesteldheid of siekte van die spiere, bene, gewrigte, ledemate, ruggraat, bv. rumatiek, gewrigsontsteking, jig, verskuifde werwel of ander rugprobleme..... ☐
- 1.9 Suikersiekte, suiker in die urine, skildklier- of ander klier- of bloedongesteldheid..... ☐
- 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. 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, kalmeermiddels 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- nommer	Aard en duur van kwaal/ simptome	Datum	Naam en adres van behandelende dokter of hospitaal	Wanneer het aan- soeker simptome openbaar?

Ek sertifiseer hierby dat die antwoorde soos deur my verstrekte 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

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

Die Algemene Sekretaris
Nywereheidsraad vir die Haarkappersbedryf
Posbus 1964
ROODEPOORT, 1725

SLEGS VIR KANTOORGEBRUIK

Datum van ontvangs..... Datum van registrasie.....

Datum van eerste betaling..... Retoernommer.....

ANNEXURE B TO THE hcl PROVIDENT FUND AGREEMENT
APPLICATION FOR ADMISSION AS A VOLUNTARY MEMBER

Surname.....

First names.....

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

Union No.....

Identity No.....

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, hereby apply to be registered as a member of the hci Provident Fund and agree to abide by the provisions of the Fund's Rules in force from time to time.

Were you employed in the Hairdressing Trade previously?

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

.....
(Date)

.....
(Member's signature)

**AANHANGSEL B TOT DIE hci VOORSORGFONDSOOREENKOMS
AANSOEK OM TOELATING AS 'N VRYWILLIGE LID**

Van

Volle name

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

Vakverenigingnummer

Identiteitsnummer

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, doen hierby aansoek om as lid van die hci Voorsorgfonds 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 Haarkappersbedryf werkzaam?

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

.....
(Datum)

.....
(Lid se naamtekening)

No. R. 1641

27 October 1995

LABOUR RELATIONS ACT, 1956

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 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 1996, 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 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 area specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

No. R. 1641

27 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERBEKRAGTIGING VAN HYSBAKINGENIEURSOOREENKOMS

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 30 Junie 1996 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 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 gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

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**National Union of Metalworkers of South Africa****SA Boilermakers, Iron and Steel Workers, Shipbuilders' and Welders' Society****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

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), and 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 1996 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in sections 21 and 30 of the Agreement published under Government Notice No. R. 2019 of 25 November 1994 (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

Substitute the following for the existing definition of "public holiday"—

"'public holiday' means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Worker's Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day

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**National Union of Metalworkers of South Africa****SA Boilermakers, Iron and Steel Workers', Shopbuilders' and Welders' Society****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

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 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), en hierdie Ooreenkoms moet 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 kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1996 of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Die bepalinge vervat in klousules 21 en 30 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2019 van 25 November 1994, (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 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

Vervang die bestaande woordoms krywing van "openbare vakansiedag" deur die volgende:

"'openbare vakansiedag' die openbare vakansiedae soos gespesifiseer in Bylae 1 van die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994), naamlik Nuwejaarsdag, Menseregterdag, Goeie Vrydag,

of Goodwill, as specified in Schedule 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994): Provided that whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday;".

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

In clause 6.1 "Stand-by duties" —

- (a) in paragraph (a), substitute the expression "R11,76" for the expression "R10,55";
- (b) in paragraph (b), substitute the expression "R17,65" for the expression "R15,83"; and
- (c) in paragraph (c), substitute the expression "R23,53" for the expression "R21,20".

7. SECTION 9: TOOL INSURANCE

Substitute the following for the existing section —

- "(a) Every employer shall inaugurate a scheme to ensure that the personal tools and/or equipment of employees are insured against fire or theft for an amount of R1 800 per employee.
- (b) The personal tools and/or equipment used by a lift mechanic for which the employer is required to provide insurance cover are —

1 × 250 mm shifting spanner; 1 × combination pliers; 1 × 250 mm vice grip; 1 × 3 m tape measure; 1 × combination square; 1 × 8 mm centre punch; 1 × flat screwdriver no. 1; 1 × flat screwdriver no. 2; 1 × flat screwdriver no. 3; 1 × flat screwdriver eng 6 × 100; 1 × flat screwdriver eng 9 × 200; 1 × flat screwdriver eng 10 × 250; 1 × star screwdriver 3 × 75 mm; 1 × star screwdriver 5 × 150 mm; 1 × hack-saw; 1 × stanley knife; wire stripper; long nose pliers; set of feeler gauges; junior hacksaw; 1 × tin snips; 1 × flat ring spanner 6 mm; 1 × flat ring spanner 8 mm; 2 × flat ring spanners 10 mm; 1 × flat ring spanner 11 mm; 1 × flat ring spanner 12 mm; 2 × flat ring spanners 13 mm; 1 × flat ring spanner 14 mm; 1 × flat ring spanner 15 mm; 2 × flat ring spanners 17 mm; 1 × flat ring spanner 19 mm; 2 × flat ring spanners 22 mm; 2 × flat ring spanners 24 mm; 1 × tool-box and lock; Allan keys; scribe; pipe pliers; side cutter; crimping pliers; ballpen hammer".

8. SECTION 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 R84,93 per day shall be payable."
- (2) Substitute the following for paragraph (d):
- "(d) *Out-of-pocket expenses*: Employers shall pay an amount of R12,00 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."

Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag en Welwillendheidsdag: Met dien verstande dat waar enige openbare vakansiedae op 'n Sondag val, die daaropvolgende Maandag 'n openbare vakansiedag is."

6. KLOUSULE 6: GEREEDHEIDSDIENSTE EN UITROEPING

In klausule 6.1 "Gereedheidsdienste" —

- (a) in paragraaf (a), vervang die uitdrukking "R10,55" deur die uitdrukking "R11,76";
- (b) in paragraaf (b), vervang die uitdrukking "R15,83" deur die uitdrukking "R17,65"; en
- (c) in paragraaf (c), vervang die uitdrukking "R21,10" deur die uitdrukking "R23,53".

7. KLOUSULE 9: GEREEDSKAPVERSEKERING

Vervang die bestaande klausule deur die volgende:

- "(a) Elke werkgewer moet 'n skema instel om sorg te dra dat die persoonlike gereedskap en/of toerusting van werknemers vir 'n bedrag van R1 800 per werknemer teen diefstal verseker is.
- (b) Die persoonlike gereedskap en/of toerusting wat deur 'n hysbakwerktuigkundige gebruik word en waarvoor die werkgewer versekeringsdekking moet verskaf, is soos volg:

1 × 250 mm skroefslutel; 1 × kombinasietang; 1 × 250 mm tangslutel; 1 × 3 m maatband; 1 × kombinasiewinkelhaak; 1 × 8 mm senterpons; 1 × plat skroewendraaier no. 1; 1 × plat skroewendraaier no. 2; 1 × plat skroewendraaier no. 3; 1 × plat skroewendraaier eng 6 × 100; 1 × plat skroewendraaier eng 9 × 200; 1 × plat skroewendraaier eng 10 × 250; 1 × sterskroewendraaier 3 × 75 mm; 1 × sterskroewendraaier 5 × 150 mm; 1 × ystersaag; 1 × stanley-mes; draadstoper; langbektang; stel lemmate; klein ystersaag; 1 × blikskêr; 1 × plat ringsleutel 6 mm; 1 × plat ringsleutel 8 mm; 2 × plat ringsleutels 10 mm; 1 × plat ringsleutel 11 mm; 1 × plat ringsleutel 12 mm; 2 × plat ringsleutels 13 mm; 1 × plat ringsleutel 14 mm; 1 × plat ringsleutel 15 mm; 2 × plat ringsleutels 17 mm; 1 × plat ringsleutel 19 mm; 2 × plat ringsleutels 22 mm; 2 × plat ringsleutels 24 mm; 1 × gereedskapkisslot; Allansleutels; kraspen; pypslutel; syknip-tang; krimptang; bolpenhamer".

8. 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; of anders, met wedersydse toestemming, is 'n verblyftoelae van R84,93 per dag betaalbaar."
- (2) Vervang paragraaf (d) deur die volgende:
- "(d) *Persoonlike uitgawes*: Werkgewers moet 'n bedrag van R12,00 per dag betaal aan werknemers om hulle te vergoed vir addisionele nie-verhaalbare uitgawes aangegaan tydens hul verblyf weg van hul gewone woonplek. Hierdie bedrag is betaalbaar ongeag of die maatskappy ten volle die koste van akkommodasie en etes betaal, al dan nie."

9. SECTION 35: SECURITY OF EMPLOYMENT

Substitute the following for the existing section:

"35. SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

(1) (a) In the case of retrenchment an employer, subject to subsection (2), shall pay to each employee who is retrenched, in addition to any other amounts to which he is entitled in terms of this Agreement on termination of service, a severance payment of not less than that specified in the table hereunder:

Number of completed years' continuous service with the same employer	Severance payment
One completed year's service	One week's wages
Two completed years' service	Two weeks' wages
Three completed years' service	Three weeks' wages
Four completed years' service	Four weeks' wages
Five completed years' service	Five weeks' wages
Six completed years' service	Six weeks' wages
Seven completed years' service	Seven weeks' wages
Eight and nine completed years' service	Eight weeks' wages
Ten or more completed years' service	Nine weeks' wages

(b) An employer and any employee or employee representative shall at either's request consult in good faith at plant level with a view to reaching agreement on a higher severance payment than that stipulated in subsection (1) (a). This shall not be read to imply that the parties must agree on a higher payment.

(2) (a) The procedure to be followed in the event of layoffs, 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.

(b) Where non-observance of the procedures provided for under Annexure A to this Agreement gives rise to a dispute, such dispute shall be regarded as an alleged unfair labour practice dispute and may be dealt with by the Industrial Council and, if necessary, the Industrial Court in terms of section 27A of the Labour Relations Act.

ANNEXURE TO SECTION 35**LIMITED-DURATION CONTRACT OF EMPLOYMENT**

[Annexure referred to in section 4 (a) of Annexure A to the Lift Engineering Agreement]

CONTRACT OF EMPLOYMENT

.....(the employer)
agrees to engage the service of
(the employee), and the employee hereby agrees to accept service with the employer on the following terms and conditions:

- (1) (a) The contract of employment in terms of section 4 of Annexure A to the Lift Engineering Agreement shall be for a maximum period of months/weeks from the date of employment, for the purpose of site work/turnaround work/ship repair work (delete whichever is not applicable), from to or completion of the specific work detailed hereunder:

OR

9. KLOUSULE 35: WERKSEKURITEIT

Vervang die bestaande klousule deur die volgende:

"35. WERKSEKURITEIT EN UITTREETLOONBETALING

(1) (a) In die geval van 'n vermindering van werknemers, moet 'n werkgewer, behoudens subklousule (2), aan elke werknemer wat afbetaal word, benewens enige ander bedrae waarop hy ingevolge hierdie Ooreenkoms by diensbeëindiging geregtig is, 'n minimum uittreeloonbetaling doen soos uiteengesit in die tabel hieronder:

Aantal voltooide jare ononderbroke diens by dieselfde werkgewer	Uittreeloonbetaling
Een voltooide jaar diens	Een week se loon
Twee voltooide jare diens	Twee weke se loon
Drie voltooide jare diens	Drie weke se loon
Vier voltooide jare diens	Vier weke se loon
Vyf voltooide jare diens	Vyf weke se loon
Ses voltooide jare diens	Ses weke se loon
Sewe voltooide jare diens	Sewe weke se loon
Agt en nege voltooide jare diens	Agt weke se loon
Tien of meer voltooide jare diens	Nege weke se loon

(b) 'n Werkgewer en enige werknemer of werknemer-vertegenwoordiger moet op enigeen van voornoemdes se versoek, te goeder trou op fabrieksvlak oorleg pleeg met die doel om 'n ooreenkoms te bereik oor 'n hoër uittreeloonbetaling as wat by subklousule (1) (a) bepaal word. Dit moet nie vertolk word nie as sou dit impliseer dat die partye verplig is om oor 'n hoër betaling ooreen te kom.

(2) (a) Die prosedure wat gevolg moet word in die geval van tydelike diensbeëindiging, die hervestiging 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.

(b) Waar die nie-nakoming van die prosedures voorgeskryf ingevolge Bylae A van hierdie Ooreenkoms aanleiding gee tot 'n geskil, moet sodanige geskil beskou word as 'n geskil oor beweerde onbillike arbeidspraktyk en kan dit kragtens artikel 27A van die Wet op Arbeidsverhoudinge gehanteer word deur die Nywerheidsraad en, indien nodig, deur die Nywerheidshof.

AANHANGSEL VAN KLOUSULE 35**DIENSKONTRAK VIR BEPAALDE TYDSDUUR**

[Aanhangsel bedoel in klousule 4 (a) van Aanhangsel A van die Hysbakingenieursooreenkoms]

DIENSKONTRAK

.....(die werkgewer)
.....(die werknemer)
.....(die werknemer) in diens te neem, en die werknemer erken hiermee aanvaarding van diens by die werkgewer onderworpe aan die volgende voorwaardes:

- (1) (a) Die dienskontrak kragtens klousule 4 van Aanhangsel A van die Hysbakingenieursooreenkoms is vir 'n maksimum tydperk van maande/weke vanaf die datum van indiensneming, vir die doel van terreinwerk/omkeerwerk/skeepsherstelwerk (skrap wat nie van toepassing is nie), vanaf tot of die voltooiing van die spesifieke werk hieronder uiteengesit:

OF

- (b) The contract of employment for short-term fluctuations in work-load shall not exceed a period of four months from date of employment, viz: fromto or completion of the specific work detailed hereunder:

(Note: Should a period longer than four months be required to complete a specific task or activity, the period and the specific task or activity must be specified hereunder.)

- (2) On completion of the contract detailed in (1) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but as completion of contract.

The employee shall nonetheless still be given one shift's notice of expiry of the contract period.

- (3) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy, rules and regulations and the general conditions of employment as contained in the Lift Engineering Agreement for the Iron, Steel, Engineering and Metallurgical Industry, subject to the limitation set out in (2) above.
- (4) Where employment continues after completion of this contract in terms of (1) above this contract shall become null and void and the provisions of the Lift Engineering Agreement shall apply.
- (5) Subject to amendment of the general conditions of employment as set out in (3) above, the engagement conditions shall be—

- (a) Occupation.....
- (b) Rate of pay.....

(which shall not be less than the rate scheduled in the Lift Engineering Agreement).

The employee acknowledges that he/she understands the contents of this contract and signifies acceptance thereof.

Signed at on 19.....

Employer

Employee

Witness

10. 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: R23,04 per hour.
In Wage Group 2: R16,91 per hour.
In Wage Group 3: R10,78 per hour.
In Wage Group 4: R8,74 per hour.

- (b) Apprentices:

First year: R8,06 per hour.
Second year: R9,21 per hour.
Third year: R11,53 per hour.
Fourth year: R18,42 per hour".

- (b) Die dienskontrak vir korttermynwisseling in die werklading mag 'n tydperk van hoogstens vier maande wees vanaf die datum van indiensneming, naamlik vanaf tot of die voltooiing van die spesifieke werk hieronder uiteengesit:

(Opmerking: Indien 'n tydperk van langer as vier maande vereis word om 'n spesifieke taak of werksaamheid te voltooi, moet die tydperk en die spesifieke taak of werksaamheid hieronder uiteengesit word.)

- (2) By voltooiing van die kontrak uiteengesit in (1) hierbo, eindig hierdie kontrak outomaties. Sodanige beëindiging moet nie vertolk word as die vermindering van werknemers nie maar as die voltooiing van die kontrak.

Die werknemer moet desnieteenstaande steeds een skof kennis gegee word van die verstryking van die kontraktydperk.

- (3) Die oorblywende diensvoorwaardes, nie spesifiek hierbo uiteengesit nie, is die bestaande werkgewerbeleid, reëls en regulasies en die algemene diensvoorwaardes soos vervat in die Hoofoorreenskoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, onderworpe aan die beperking uiteengesit in (2) hierbo.

- (4) Waar diens voortgesit word na voltooiing van hierdie kontrak kragtens (1) hierbo, word hierdie kontrak van nul en gener waarde en is die bepalinge van die Hysbakingenieursoorreenskoms van toepassing.

- (5) Behoudens die wysiging van die algemene diensvoorwaardes soos uiteengesit in (3) hierbo, is die voorwaardes van diensaanvaarding soos volg:

- (a) Beroep
- (b) Loonskaal.....

(wat nie minder mag wees nie as die loonskaal gelys in die Hysbakingenieursoorreenskoms).

Die werknemer erken dat hy/sy die inhoud van hierdie kontrak verstaan en gee die aanvaarding daarvan te kenne.

Geteken te op 19.....

Werkgewer

Werknemer.....

Getuie.....

10. KLOUSULE 37: LONE

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

"(1) Geen werkgewer mag aan 'n werknemer wat werk verrig wat in die Bylaes van hierdie Ooreenskoms 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: R23,04 per uur.
In Loongroep 2: R16,91 per uur.
In Loongroep 3: R10,78 per uur.
In Loongroep 4: R8,74 per uur.

- (b) Vakleerlinge:

Eerste jaar: R8,06 per uur.
Tweede jaar: R9,21 per uur.
Derde jaar: R11,53 per uur.
Vierde jaar: R18,42 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	238
Wage Group 2 employees	174
Wage Group 3 employees	111
Wage Group 4 employees	90
(b) Apprentices:	
First year	83
Second year	95
Third year	119
Fourth year	190

OR

11,5% of the actual hourly rate of pay he was receiving on 30 June 1995, 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 1995: Provided further than any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1995 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	Less, if any	Amount per hour of any increase granted to the employee on or after 1 July 1995
--	--------------	---

multiplied by the number of hours for which the employee concerned was entitled to payment of this wage for the period from the start of the first shift on or after 1 July 1995 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 1995 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 1995 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- (iv) an 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.

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

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

Klas werk	Bedrag per uur c
(a) Werknemers, Loongroep 1	238
Werknemers, Loongroep 2	174
Werknemers, Loongroep 3	111
Werknemers, Loongroep 4	90
(b) Vakleerlinge:	
Eerste jaar	83
Tweede jaar	95
Derde jaar	119
Vierde jaar	190

OF

11,5% van die werklike uurloon wat hy op 30 Junie 1995 ontvang het, 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 enige verhoging wat op of na 1 Julie 1995 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 1995 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 1995 aan die werknemer toegestaan
---	----------------------------	---

vermenigvuldig met die getal ure waarvoor die betrokke werknemer geregtig was op betaling van hierdie loon vir die tydperk vanaf die begin van die eerste skof op of na 1 Julie 1995 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 1995 in diens geneem is teen 'n loontarief van minstens die loontarief wat vir sy klas werk by die inwerkingtreding van hierdie Ooreenkoms voorgeskryf word, nie geregtig is nie op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word;
- (iii) geen werkgewer die loontarief van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1995 toegestaan is wat hoër is as die addisionele 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) 'n werkgewer 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.

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."

Signed at Johannesburg, for and on behalf of the parties, this 13th day of September 1995.

B. NICHOLSON,

Chairman.

B. ANGUS,

Member.

D. G. LEVY,

General Secretary.

ANNEXURE A

SECURITY OF EMPLOYMENT AND SEVERANCE PAY

1. Retrenchments and/or redundancies

(a) *Avoidance of retrenchments and/or redundancies*

An employer shall make every effort to avoid retrenchments and/or redundancies and to reduce their impact on employees.

(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 retrenchment 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 retrenchments 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 become apparent, including where the employees believe new technology is to be introduced which may result in retrenchments or redundancies.

(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.

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

Geteken namens die partye op hede die 13de dag van September 1995 te Johannesburg.

B. NICHOLSON,

Voorsitter.

B. ANGUS,

Lid.

D. G. LEVY,

Hoofsekretaris.

AANHANGSEL A

WERKSEKURITEIT EN UITTREETLOONBETALING

1. Vermindering en/of oortolligverklaring van werknemers

(a) *Vermindering van vermindering en/of oortolligverklaring van werknemers*

'n Werkgewer moet alles in sy vermoë doen om die vermindering en/of oortolligverklaring van werknemers te vermy en om die impak daarvan op werknemers te verminder.

(b) *Kennisgewing*

(i) Wanneer 'n werkgewer 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 werkgewer 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 nodigheid 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 werkgewer 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 en ook wanneer werknemers glo dat nuwe tegnologie ingestel gaan word wat vermindering en/of oortolligverklaring van werknemers tot gevolg mag hê.

(c) *Oorlegplegings te goeder trou in 'n poging om ooreen te kom*

(i) Na die kennisgewing bedoel in paragraaf (b) moet die werkgewer aanbied om te goeder trou oorleg te pleeg in 'n poging om ooreen te kom 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 werkgewer bevestig dat personeelvermindering of oortol-

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 which may be taken, subject to operational requirements, to avoid or reduce the effect of the proposed retrenchment or redundancy;
 - (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 which 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.

ligverklaring nie oorweeg word nie. Waar die oorlegpleging plaasvind as gevolg van die voorneme van die werkgewer 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 voorgename vermindering of oortolligverklaring van werknemers;
 - (ab) die nodigheid om die voorgename vermindering of oortolligverklaring van werknemers in werking te stel;
 - (ac) maatreëls wat, onderworpe aan operasionele vereistes, getref is of getref kan word om die volgende van die voorgename vermindering of oortolligverklaring van werknemers te vermy of te verminder;
 - (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 werkgewer moet tydens die oorlegplegingsproses inligting verskaf oor die nodigheid vir die vermindering van werknemers en inligting wat die partyvakvereniging(s) of werknemersvertegenwoordigers sal help om bydraes te lewer omtrent wyses om die vermindering van werknemers te vermy. Daar word egter nie van die werkgewer verwag nie om inligting te openbaar wat—
- (aa) nie redelikerwys vir die werkgewer beskikbaar is nie; of
 - (ab) nie betrekking op die kwessies onder bespreking het nie; of
 - (ac) die werkgewer se besigheidsbelange kan benadeel, byvoorbeeld handelsgeheime en ander vertrouelike inligting.
- (iii) Na die oorlegplegingsproses moet die werkgewer 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.

(d) Closures and/or relocations

- (i) An employer wishing to close or relocate any factory, company, enterprise or part thereof, shall provide the Regional Council and the party trade unions representing the affected employees with the following written information at least 30 days prior to the intended closure or relocation:

- (aa) The proposed date of relocation and/or closure;
- (ab) the proposed number of employees to be affected by such relocation or closure;
- (ac) the specific reason(s) for the relocation or closure.

- (ii) The employer and party trade unions concerned shall hold themselves available at all reasonable times within such 30-day period to consult in good faith in an endeavour to reach agreement on matters related to the proposed relocation or closure: Provided that the provisions of (i) and (ii) above shall not apply in respect of a factory, enterprise, business or company which is placed in liquidation in terms of the Insolvency Act.

(e) Retrenchment and/or redundancy terminations

An employer shall observe the provisions of section 32 of this Agreement in the termination of the employment of retrenched employees.

(f) Assistance to retrenched and/or redundant employees

An employer shall assist retrenched or redundant employees in submitting claims for benefits of the applicable Funds in terms of Industrial Council Agreements and shall ensure that the employees have been provided with their Unemployment Insurance Record Cards.

- (g) Section 35 of the Lift Engineering Agreement shall be complied with in determining the amount of severance pay to which an employee is entitled, providing employers and party trade unions, at either's request, consult in good faith at plant level with a view to reaching agreement on a higher severance payment. This shall not be read to imply that the parties must agree on a higher payment.

2. Re-employment of retrenched employees

Where an employer has retrenched employees he shall, if he engages additional employees during the subsequent 24 months, as far as is practicable, give preference to the re-engagement of those applicants who were retrenched from his establishment and thereafter to other applicants who have been retrenched in the Industry who are qualified and available to undertake the categories of work required by the employer.

3. Lay-offs**(a) Definition**

"Lay-off" means the temporary suspension, without pay, of employment for a minimum of five full consecutive shifts owing to a reduction in the volume of work in an establishment or section of an establishment, or owing to other economic reasons.

(d) Sluitings en/of hervestigings

- (i) 'n Werknemer wat enige fabriek, maatskappy, onderneming of deel daarvan wil sluit of hervestig, moet minstens 30 dae voor die voorgename sluiting of hervestiging die volgende skriftelike inligting aan die Streekraad en die partyvakverenigings wat die betrokke werknemers verteenwoordig, verstrek:

- (aa) Die voorgestelde datum van hervestiging en/of sluiting;
- (ab) die voorgestelde getal werknemers wat by sodanige hervestiging of sluiting betrokke sal wees;
- (ac) die spesifieke rede(s) vir die hervestiging of sluiting.

- (ii) Die betrokke werkgewer en partyvakverenigings moet hul te alle redelike tye binne sodanige tydperk van 30 dae beskikbaar hou om te goeder trou oorleg te pleeg in 'n poging om ooreen te kom oor aangeleenthede betreffende die voorgestelde hervestiging of sluiting: Met dien verstande dat die bepalings van (i) en (ii) hierbo nie van toepassing is nie ten opsigte van 'n fabriek, onderneming, besigheid of maatskappy wat kragtens die Insolensiewet onder likwidasië geplaas word.

(e) Diensbeëindiging weens vermindering en/of oortolligverklaring van werknemers

'n Werkgewer moet die bepalings van klousule 32 van hierdie Ooreenkoms nakom by die diensbeëindiging van werknemers weens die vermindering van werknemers.

(f) Bystand aan werknemers wie se dienste beëindig is, weens vermindering en/of oortolligverklaring van werknemers

'n Werkgewer moet aan werknemers wie se dienste beëindig is weens die vermindering en/of oortolligverklaring van werknemers bystand verleen met die indiening van eise om voordele van die toepaslike Fondse kragtens Nywerheidsraadooreenkoms te en moet verseker dat die werknemers voorsien word van hulle Werkloosheidsversekeringsverslagkaarte.

- (g) Daar moet aan klousule 35 van die Hysbakingenieursooreenkoms voldoen word by die vasstelling van die bedrag van die uittreeloon waarop 'n werknemer geregtig is, mits werkgewers en partyvakverenigings, op versoek van die een of die ander, te goeder trou op aanlegvlak oorleg pleeg met die doel om oor 'n hoër uittreeloon ooreen te kom. Dit moet nie uitgelê word dat die partye oor 'n hoër betaling moet ooreenkom nie.

2. Herindiensneming van werknemers wie se dienste weens vermindering van werknemers beëindig is

Wanneer 'n werkgewer van sy werknemers verminder het, moet hy, indien hy bykomende werknemers gedurende die daaropvolgende 24 maande in diens neem, sover doenlik voorkeur gee aan die herindiensneming van die aansoekers wie se dienste beëindig is weens die vermindering van werknemers in sy bedryfsinrigting en daarna aan ander aansoekers wie se dienste beëindig is weens die vermindering van werknemers in die Nywerheid en wat gekwalifiseerd en beskikbaar is om die kategorieë werk te onderneem wat die werkgewer verlang.

3. Tydelike diensbeëindiging**(a) Woordomskrywing**

"Tydelike diensbeëindiging" beteken die tydelike opskorting, sonder vergoeding, van diens vir 'n minimum van vyf volle opeenvolgende skofte weens 'n vermindering in die volume werk in 'n bedryfsinrigting of afdeling van 'n bedryfsinrigting of om ander ekonomiese redes.

(b) Notification

- (i) An employer wishing to implement the provisions of this section shall notify the Regional Council and any party trade unions representing the affected employees by registered mail to reach those organisations 14 days prior to the date of the intended lay-off.
- (ii) Notification by telephone, telegram or telefax may be effected to reach these organisations 14 days prior to the lay-off, and shall be confirmed in writing.
- (iii) Notification of lay-off, as set out above, shall include—
 - (aa) full details of the affected employees;
 - (ab) the reason(s) for the lay-off;
 - (ac) the estimated period of the lay-off.

(c) Consultation

Following notification in terms of subsection (b) above the employer shall consult jointly with all party trade unions representing the affected employees who are members of such trade unions and, in the case of other employees, with representatives of such affected employees, on ways and means of avoiding or limiting lay-offs and on criteria for determining which employees are to be laid off.

(d) Notification to employees

An employer shall give affected employees a minimum of five full shifts' notice of intention to lay off. Such notice shall include the specific date on which affected employees are to resume work.

(e) General

- (i) Employees on lay-off may elect in writing to have their services terminated, in which event the provisions of section 32 of this Agreement shall apply.
- (ii) Notwithstanding the provisions of section 23 of the Lift Engineering Agreement employees on lay-off may engage in any employment for remuneration during the lay-off period.
- (iii) Should an employee on lay-off not return to employment within three working days of the due date in terms of section 3 (d) above, such employee shall be deemed to have terminated employment with the employer, unless such absence is condoned by the employer.
- (iv) Where an employee is expressly required by the employer to report at his place of employment on any day for the purpose of ascertaining whether work will be made available, the employee shall receive not less than four hours' work or pay in lieu thereof in respect of such day.
- (v) The proviso of section 7 (1) (a) of this Agreement shall *mutatis mutandis* apply to payment of earning in respect of lay-off.

(b) Kennisgewing

- (i) 'n Werkgewer wat die bepalings van hierdie klousule wil implementeer, moet die Streekraad en enige partyvakverenigings wat die betrokke werknemers verteenwoordig per geregi-streerde pos daarvan in kennis stel om daardie organisasies 14 dae voor die datum van die voorgenome tydelike diensbeëindiging te bereik.
- (ii) Kennisgewing kan per telefoon, telegram of telefaks geskied welke kennisgewing daardie organisasies 14 dae voor die tydelike diens-beëindiging moet bereik, en moet skriftelik bevestig word.
- (iii) 'n Kennisgewing van tydelike diensbeëindiging, soos hierbo uiteengesit omvat—
 - (aa) volledige besonderhede van die betrokke werknemers;
 - (ab) die rede(s) vir die tydelike diensbeëindi-ging;
 - (ac) die geskatte tydperk van die tydelike diensbeëindiging.

(c) Oorlegpleging

Na kennisgewing ingevolge subklousule (b) hierbo moet die werkgewer gemeenskaplik oorleg pleeg met alle partyvakverenigings wat die betrokke werknemers verteenwoordig wat lede is van sodanige vakverenigings en, in die geval van ander werknemers, met verteenwoordigers van sodanige betrokke werknemers, aangaande wyses waarop tydelike diensbeëindiging vermy of beperk kan word en aangaande kriteria vir die bepaling van watter werknemers se dienste tydelik beëindig moet word.

(d) Kennisgewing aan werknemers

'n Werkgewer moet die betrokke werknemers 'n minimum van vyf volle skofte vooraf kennis gee van sy voorneme om hul dienste tydelik te beëindig. Sodanige kennisgewing moet die spesifieke datum insluit waarop die betrokke werknemers hul werk moet hervat.

(e) Algemeen

- (i) Werknemers wie se dienste tydelik beëindig is, kan skriftelik verkies dat hulle dienste heeltemal beëindig word, in welke geval klousule 32 van hierdie Ooreenkoms van toepassing is.
- (ii) Ondanks klousule 23 van die Hysbakengenieursooreenkoms kan werknemers wie se dienste tydelik beëindig is, gedurende die tydperk van tydelike diensbeëindiging enige werk teen vergoeding verrig.
- (iii) Indien 'n werknemer wie se dienste tydelik beëindig is, nie binne drie werkdae na die keerdatum ingevolge klousule 3 (d) hierbo na sy werk terugkeer nie, word sodanige werknemer geag sy diens by die werkgewer te beëindig het, tensy sodanige afwesigheid deur die werk-gewer gekondoneer word.
- (iv) Waar 'n werkgewer uitdruklik vereis dat 'n werknemer op enige dag by sy plek van diens aanmeld ten einde vas te stel of werk beskikbaar gestel sal word, moet die werknemer ten opsigte van sodanige dag minstens vier uur se werk gegee word of betaling in plaas daarvan ontvang.
- (v) Die voorbehoudsbepaling van klousule 7 (1) (a) van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die betaling van verdienste ten opsigte van tydelike diensbeëindiging.

4. Limited duration contracts of employment**(a) Definition**

An employer may employ an employee for a specified limited contract period in terms of a limited-duration contract of employment as per the Annexure hereto on the following specified categories of work:

(i) Sitework

Employment in terms of a contract which specifies that employment is in respect of a specific construction site for the duration of the site contract or a specific portion or section thereof: Provided that where such an employee is immediately re-employed on a different site such employee shall not be regarded as having been employed on a limited-duration contract in respect of this section.

(ii) Turnaround work

Employment in terms of a contract of employment which specifies that employment is for the duration, or portion thereof, of—

(aa) a contract secured by the employer to carry out specified installation, maintenance, overhaul or development work on existing equipment or on an installation not owned by the employer;

(ab) major maintenance, overhaul or development work on equipment or an installation owned by the employer, necessitating the recruitment of employees over and above the normal complement.

(iii) Ship repair work

Employment in terms of a contract of employment which specifies that employment is for the duration or portion thereof of a specific contract secured by the employer to carry out repairs on a particular vessel.

(iv) Short-term fluctuations in workload

Employment in terms of a contract of employment which arises out of a situation where the employer is compelled to take on additional employees as a result of having secured additional work of a short-term nature. Such employment shall be limited in duration to a period not exceeding four months: Provided that should a longer period be required to complete a specific task or activity, the period of the specific task or activity shall be specified in the limited-duration contract of employment.

(b) General

(i) The provisions of the Lift Engineering Agreement shall apply in respect of employees engaged on limited-duration contracts of employment. The provisions of section 1 above shall not, however, apply to such employees providing that the termination of such employee's services does not precede the agreed expiry date of the limited-duration contract.

(ii) An employer shall on engagement of an employee in terms of a limited-duration contract of employment give the employee a signed copy of the contract which has been entered into.

4. Dienskontrakte vir bepaalde tydskuur**(a) Woordomsuuywing**

'n Werkgeuer kan 'n werknemer in diens neem vir 'n gespesifiseerde beperkte kontraktydperk kragtens 'n dienskontrak vir 'n bepaalde tydskuur, volgens die Aangangsel hiervan, vir die volgende gespesifiseerde kategorieë werk:

(i) Terreinwerk

Indiensneming kragtens 'n kontrak wat spesifiseer dat die diens ten opsigte van 'n spesifieke konstruksie-terrein is vir die duur van die terrein-kontrak of 'n spesifieke gedeelte of seksie daarvan: Met dien verstande dat waar so 'n werknemer onmiddellik weer in diens geneem word op 'n ander terrein, sodanige werknemer nie geag word in diens te wees kragtens 'n dienskontrak vir 'n bepaalde tydskuur ten opsigte van hierdie seksie nie.

(ii) Omkeerwerk

Indiensneming kragtens 'n dienskontrak wat spesifiseer dat die diens vir die duur is, of 'n gedeelte daarvan, van—

(aa) 'n kontrak wat deur die werkgeuer verkry is om gespesifiseerde installeer-, onderhouds-, opknappings- of ontwikkelingswerk te doen aan bestaande toerusting of aan 'n installasie wat nie deur die werkgeuer besit word nie;

(ab) grootskaalse onderhouds-, opknappings- of ontwikkelingswerk aan toerusting of 'n installasie wat deur die werkgeuer besit word en wat die werwing van bykomende getalle werknemers nodig maak.

(iii) Skeepsuherstelwerk

Indiensneming kragtens 'n dienskontrak wat spesifiseer dat die diens vir die duur is, of 'n gedeelte daarvan, van 'n spesifieke kontrak wat deur die werkgeuer verkry is om herstelwerk aan 'n bepaalde vaartui te doen.

(iv) Korttermynwisseling in die werklading

Indiensneming kragtens 'n dienskontrak wat voortvloei uit 'n situasie waar dit vir die werkgeuer nodig is om bykomende werknemers in diens te neem as gevolg daarvan dat die werkgeuer bykomende werk van 'n korttermyn aard verkry het. Sodanige dienstermyn is beperk tot 'n tydperk van hoogstens vier maande: Met dien verstande dat indien 'n langer tydperk vereis word om 'n spesifieke taak of werksaamheid te voltooi, die tydperk van die spesifieke taak of werksaamheid in die dienskontrak vir 'n bepaalde tydskuur gespesifiseer moet word.

(b) Algemeen

(i) Die bepalinge van die Hysbakingenieursoor-eenkoms is van toepassing ten opsigte van werknemers in diens kragtens dienskontrakte vir 'n bepaalde tydskuur. Die bepalinge van klousule 1 hierbo is egter nie van toepassing op sodanige werknemers nie, mits die beëindiging van sodanige werknemers se diens nie voor die ooreengekome verstrykingsdatum van die dienskontrak vir 'n bepaalde tydskuur geskied nie.

(ii) 'n Werkgeuer moet by indiensneming van 'n werknemer kragtens 'n dienskontrak vir 'n bepaalde tydskuur, 'n ondertekende afskrif van die kontrak wat aangegaan is aan die werknemer gee.

- (iii) Every employer who has employees engaged in terms of a limited-duration contract of employment shall each month, in such form as required by the Council from time to time, notify the Council of the number of such employees in his employ.

Footnote: Whilst the provisions of this Annexure apply to party trade unions, it is recommended that they also be observed in respect of non-party trade unions and any employee representative body elected in terms of an agreed procedure, unless such non-party trade union or employee representative body elects otherwise.

No. R. 1642

27 October 1995

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 second Monday after the date of publication of this notice and for the period ending 30 June 1996, 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 second Monday after the date of publication of this notice and for the period ending 30 June 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.

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

- (iii) Elke werkgewer wat werknemers kragtens 'n dienskontrak vir 'n bepaalde tydskuur in diens het, moet elke maand, in sodanige vorm as wat die Raad van tyd tot tyd vereis, die Raad in kennis stel van die getal sodanige werknemers in sy diens.

Voetnoot: Alhoewel die bepalings van hierdie Bylae van toepassing is op partyvakverenigings, word aanbeveel dat dié bepalings ook nagekom word ten opsigte van nie-partyvakverenigings en enige werknemerverteenwoordigende liggaam wat kragtens 'n ooreengekome prosedure verkies is, tensy sodanige nie-partyvakvereniging of werknemerverteenwoordigende liggaam anders besluit.

No. R. 1642

27 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERBEKRAGTING 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 30 Junie 1996 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 tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

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) 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) 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
 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. 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

(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. 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.

(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) 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 a reference to 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—

(a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;

(b) in the Provinces of the Transvaal and Natal by the section of the industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;

(c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;

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

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

(a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

(b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of 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 ferro-alloys;

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) 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 word geag 'n verwysing te wees na die landdrosdistrikte van daardie gebiede en/of na die provinsies soos hulle bestaan het onmiddellik voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), en hierdie Ooreenkoms moet nagekom word—

(a) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika;

(b) in die provinsies Transvaal en Natal deur die afdeling van die Nywerheid betrokke by die installering, herstel en versiening van radio's, koelkaste en huishoudelike elektriese toestelle;

(c) in die landdrosdistrikte Die Kaap, Durban, Johannesburg, Oos-Londen, Pietersburg en Pinetown deur die afdeling van die Nywerheid betrokke by die vervaardiging van radio's;

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

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

(a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die Provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(b) die vervaardiging, vir verkoop, van standaardsnel-snygereedskap 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 daarmee in verband 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) 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 District of Brits, Germiston, Kempton Park and Pretoria;

(o) the undertaking of Alusaf (Pty) Ltd, in the Magisterial District of Lower Umfolozi;

(p) (i) the manufacture by mass production methods from sheet-metal of a gauge not exceeding 2,108 mm of—

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

(ii) 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;

(f) die installing, 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, installing, 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 installing 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, flesse en ander houers;

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoonplatte;

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

[vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" '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) 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 monthly, but excluding payment for overtime;

(b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

For the purposes of this section, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. The provision shall not apply to the work carried out by the 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 1996 or for such period as the Minister may determine.

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.

(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, skoffelploë/grondbrekers, grassnyers, randafwekers, kettingsae en/of onderdele en/of komponente daarvan.

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

(a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en

(b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet 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-produksiewerksaamhede nie.

(5) Die diensvoorwaardes van 'n wag word ooreenkomstig hierdie Ooreenkoms gereël, behalwe ten opsigte van werksure, 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 waarvoor 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 1996 of vir die tydperk wat die Minister bepaal.

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

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, R. 2251 of 26 November 1993 and R. 2014 of 25 November 1994 (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 38 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

Substitute the following for the definition of "public holiday":

"'public holiday' means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill, as specified in Schedule 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994): Provided that whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday."

6. SECTION 9: MATERNITY LEAVE

(1) Substitute the following for this section:

"Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee who is unable to continue working due to pregnancy and confinement:

(1) For the purposes of this section—

'employee' means an employee who is unable to continue working due to pregnancy and confinement, and includes employees employed in a manufacturing or production process 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, but does not apply to the work carried out by administrative staff and/or those employees employed on non-production operations;

'permanent employee' means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this section, to substitute for an employee who is unable to continue working due to pregnancy and confinement;

'substitute temporary employee' means an employee who is specifically employed on a short-term contract, as provided for in terms of this section, to substitute for an employee who is unable to continue working due to pregnancy and confinement.

(2) Any permanent employee who has completed one year's service with the same employer shall be entitled to the benefits provided for in this section when such employee is unable to continue employment due to pregnancy:

(a) The employee shall be entitled to a maximum of six months' unpaid maternity leave.

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, R. 2251 van 26 November 1993 en R. 2014 van 25 November 1994 (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 38 van Deel I en Deel II van die vorige Ooreenkoms (soos van tyd tot tyd gewysig en herbekragtig) is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3: WOORDOMSKRYWING

Vervang die woordoms krywing van "openbare vakansiedag" deur die volgende:

"'openbare vakansiedag' die openbare vakansiedae Nuwejaarsdag, Menseregterdag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag en Welwillendheidsdag, soos genoem in Bylae 1 van die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994): Met dien verstande dat elke keer as 'n openbare vakansiedag op 'n Sondag val, die daaropvolgende Maandag 'n openbare vakansiedag is."

6. KLOUSULE 9: KRAAMVERLOF

(1) Vervang hierdie klousule deur die volgende:

"Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende spesiale bepalings van toepassing op werknemers wat nie in staat is om hulle diens voort te sit nie as gevolg van swangerskap en bevalling:

(1) Vir doeleindes van hierdie klousule beteken—

'werknemer' 'n werknemer wat nie in staat is om haar diens voort te sit nie as gevolg van swangerskap en bevalling, en omvat werknemers in diens in vervaardigings- of produksieprosesse wie se loonskale nie in hierdie Ooreenkoms gelys word nie, maar wie se aktiwiteite regstreeks verband hou met die skepping van die ingenieursgoedere en/of -dienste soos gedek deur die toepassingsbestek van hierdie Ooreenkoms, maar is dit nie van toepassing nie op die werk verrig deur administratiewe personeel en/of daardie werknemers in diens in nie-produksiewerksaamhede;

'permanente werknemer' enige ander werknemer as 'n werknemer spesifiek in diens geneem op korttermynkontrak, soos ingevolge hierdie klousule bepaal, as plaasvervanger vir 'n werknemer wat nie in staat is om haar diens voort te sit nie as gevolg van swangerskap en bevalling;

'tydelike plaasvervangerwerknemer' 'n werknemer spesifiek op korttermynkontrak in diens geneem, soos ingevolge hierdie klousule bepaal, as plaasvervanger vir 'n werknemer wat nie in staat is om haar diens voort te sit nie as gevolg van swangerskap en bevalling.

(2) Enige permanente werknemer wat een jaar diens by dieselfde werkgewer voltooi het, is geregtig op die voordele in hierdie klousule bepaal, wanneer sodanige werknemer nie in staat is om haar diens voort te sit nie as gevolg van swangerskap:

(a) Die werknemer is geregtig op 'n maksimum tydperk van ses maande onbetaalde kraamverlof.

(b) The employer and employee shall enter into a written agreement specifying—

(i) the date of return to work mutually agreed upon between the employer and the employee;

(ii) that should the employee wish to return to work earlier than the date referred to in (i), the employee shall give the employer not less than four weeks' prior notice of such intention;

(iii) provided the employee is so entitled, the benefits the employee is eligible for from the Unemployment Insurance Fund, from the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund or, in respect of the employee's participation in any other fund, organisation or scheme providing benefits in respect of pregnancy and in respect of which exemption has been granted or is granted by the Council, from the provisions of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund Agreement;

and the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and shall assist the employee to completing the claim(s) prior to the date of proceeding on unpaid maternity leave in order that such claims may be submitted on proceeding on maternity leave;

(iv) the details of the employee's occupation and rate of pay at the time of proceeding on maternity leave.

(c) The provisions of section 12 (5) of this Agreement in respect of leave pay and section 14 (3) in respect of leave bonus shall be applied on proceeding on maternity leave.

(d) Provided the employee returns to work on the date referred to in subparagraph (b) (i) or (b) (ii) of this section, the employer shall place the employee—

(i) in the same or in a similar position to the position held prior to her proceeding on maternity leave;

(ii) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity leave.

(e) On returning to work the employee shall—

(i) be treated as having unbroken service. However, the period of absence shall not be counted as service for the purpose of leave pay and leave bonus calculation in that leave cycle;

(ii) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;

(iii) be entitled to any increase prescribed for the job grade in any industrial agreement that comes into operation during the period of absence;

(iv) not suffer any decrease in status relative to other employees as a result of the period of absence.

(3) During the period of maternity leave provided for in this section, the employer shall be entitled to employ a substitute temporary employee(s) on short-term contracts of employment as provided for in the Annexure to this section at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee, or where there is no rate prescribed in this Agreement, at the rate normally

(b) Die werkgever en werknemer moet 'n skriftelike kontrak sluit waarin gespesifiseer word—

(i) die datum van dienshervatting, soos onderling deur die werkgever en die werknemer ooreengekom;

(ii) dat indien 'n werknemer diens wil hervat op 'n datum vroeër as die datum in (a) bedoel, die werknemer die werkgever minstens vier weke vooraf kennis moet gee van sodanige voorneme;

(iii) mits die werknemer aldus daarop geregtig is, die voordele waarvoor die werknemer in aanmerking kom uit die Werkloosheidsversekeringsfonds, uit die Siektebystandsfonds van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid of, ten opsigte van die werknemer se deelname aan enige ander fonds, organisasie of skema wat voordele ten opsigte van swangerskap voorsien en ten opsigte waarvan vrystelling deur die Raad verleen is of verleen word, van die bepalings van die Siektebystandsfondsooreenkoms van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

en die werkgever moet die werknemer van die eise voorsien wat nodig is ten opsigte van die voordele aan die werknemer verskuldig, en moet die werknemer bystaan met die invul van die eisevorm(s) voor die datum waarop die werknemer met onbetaalde kraamverlof gaan, sodat sodanige eise ingedien kan word voordat kraamverlof 'n aanvang neem;

(iv) die besonderhede van die werknemer se beroep en die loonskaal van toepassing ten tyde van die aanvang van kraamverlof.

(c) Die bepalings van klousule 12 (5) van hierdie Ooreenkoms ten opsigte van verlofbesoldiging en klousule 14 (3) ten opsigte van verlofbonus is van toepassing ten tyde van die aanvang van kraamverlof.

(d) Mits die werknemer diens hervat op die datum bedoel in subparagraaf (b) (i) of (b) (ii) van hierdie klousule, moet die werkgever die werknemer plaas—

(i) in dieselfde pos of 'n pos soortgelyk aan dié wat sy bekleed het voordat haar kraamverlof 'n aanvang geneem het;

(ii) teen 'n loonskaal en met diensvoorwaardes wat nie minder gunstig is nie as dié wat van toepassing was voordat die kraamverlof 'n aanvang geneem het.

(e) By dienshervatting—

(i) moet die werknemer se diens as deurlopend hanteer word, maar die tydperk van afwesigheid moet vir doeleindes van die berekening van verlofbetaling en verlofbonus in daardie verlofsiklus nie as dienstydsperk in berekening gebring word nie;

(ii) moet die werknemer geensins as gevolg van die tydperk van afwesigheid benadeel word vir doeleindes van bevordering en/of merieteverhogings nie;

(iii) is die werknemer geregtig op enige verhoging voorgeskryf vir die werkzaamheid in enige Raadsooreenkoms wat van toepassing geword het gedurende die tydperk van afwesigheid;

(iv) moet die werknemer geen verlaging in status relatief tot ander werknemers ondergaan as gevolg van die tydperk van afwesigheid nie.

(3) Gedurende die tydperk van kraamverlof soos bepaal in hierdie klousule, is die werkgever daarop geregtig om 'n tydelike plaasvervangerwerknemer(s) in diens te neem op korttermynkontrakte, soos bepaal in die Bylae by hierdie klousule, teen minstens die loonskaal in hierdie Ooreenkoms voorgeskryf vir die werk wat die tydelike plaasvervangerwerknemer onderneem of, waar geen loonskaal in hierdie Ooreenkoms

paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—

(i) on the return to work of the employee who is absent;

(ii) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier return to work, as provided for in subsection (2) (b) (ii) above.

The substitute temporary employee shall signify acceptance of these conditions in writing.

If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

(4) for the purposes of any retrenchment or reduction in the workforce that may arise during the absence of any employee, the employee shall be classified and dealt with as an employee in employment. Should such circumstances arise, all substitute temporary employees shall be retrenched before permanent employees.

(5) A permanent employee with less than one year's employment with the same employer may on application to her employer arrange a mutually agreed period of unpaid maternity leave not exceeding twelve weeks. The provisions of this section shall apply equally under such circumstances."

(2) Substitute the following for the annexure to section 9:

voorgeskrif word nie, teen die loonskaal normaalweg van toepassing op werknemers in diens in operatiewe of vervaardigingsprosesse. Korttermynkontrakte vir tydelike plaasvervangerwerknemers moet die werknemer by indiensneming daarvan verwittig dat die dienskontrak beëindig word—

(i) by dienshervatting van die afwesige werknemer;

(ii) by ontvangs van nie minder as drie weke skriftelike kennis dat die afwesige werknemer die werkgewer kennis gegee het van vroeë dienshervatting soos bepaal in subklousule (2) (b) (ii) hierbo.

Die tydelike plaasvervangerwerknemer moet aanvaarding van genoemde diensvoorwaardes skriftelik bevestig.

Indien die tydelike plaasvervangerwerknemer na die verstryking van die korttermynkontrak deur die werkgewer in diens gehou word, moet die diensvoorwaardes van die korttermynkontrak waar toepaslik deur die bepalinge van hierdie Ooreenkoms vervang word.

(4) Vir doeleindes van enige personeelvermindering of -afanking wat gedurende die afwesigheid van 'n werknemer mag plaasvind, moet sodanige werknemer geklassifiseer en hanteer word as 'n werknemer in diens. Indien sodanige omstandighede sou ontstaan, moet die diens van alle tydelike plaasvervangerwerknemers voor dié van permanente werknemers beëindig word.

(5) 'n Permanente werknemer met minder as een jaar diens by dieselfde werkgewer kan by wyse van 'n aansoek by haar werkgewer reëlings tref vir 'n wedersydse aanvaarbare tydperk van onbetaalde kraamverlof van hoogstens twaalf weke. Die bepalinge van hierdie klousule is op dieselfde wyse van toepassing in sodanige omstandighede."

(2) Vervang die bylae by klousule 9 deur die volgende:

"ANNEXURE

SHORT-TERM CONTRACT OF EMPLOYMENT FOR SUBSTITUTE TEMPORARY EMPLOYEES

In terms of section 9 of the Main Agreement

CONTRACT OF EMPLOYMENT

The employer.....hereby agrees to engage the services of.....(the substitute temporary employee) and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

- (i) The duration of this Contract of Employment shall be for a maximum period of six months from.....to.....or shall terminate upon re-employment of.....(the permanent employee) in terms of clause (ii) below.
- (ii) This Contract of Employment shall terminate on.....being the agreed date of return of.....(the permanent employee) or three weeks after the substitute temporary employee has been given written notice that.....(the permanent employee) has given the employer notice of an earlier return to work, as the case may be, as provided for in section 9 (2) (b) (ii) of the Main Agreement.
- (iii) If, at the time of return of the permanent employee (.....), the substitute temporary employee continues in the employment of the employer, this contract shall automatically be replaced by the provisions of the Main Agreement.
- (iv) For the purpose of any retrenchment or reduction in the workforce that may arise during the absence of the permanent employee, all substitute temporary employees shall be retrenched before permanent employees.
- (v) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of contract.
- (vi) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry.

(vii) Where employment continues after the return of the permanent employee (.....), this contract shall automatically terminate and the provisions of the Main Agreement shall apply:

The substitute temporary employee hereby acknowledges that he/she understands and accepts the contents of this contract.

Signed at on 19....

Employer.....

Employee.....

Witness.....

"BYLAE

KORTTERMYNDIENSKONTRAK VIR TYDELIKE PLAASVERVANGERWERKNEMERS

Kragtens klousule 9 van die Hooffooreenkoms

DIENSKONTRAK

Die werkgewer onderneem hierby om (die korttermynplaasvervangerwerknemer) in diens te neem, en die korttermynplaasvervangerwerknemer erken hierby diensaanvaarding onderworpe aan die volgende bepalinge en voorwaardes:

- (i) Hierdie dienskontrak is vir 'n tydperk van hoogstens ses maande geldig vanaf tot of eindig by herindiensneming van (die permanente werknemer) kragtens klousule (ii) hieronder.
- (ii) Hierdie dienskontrak eindig op synde die ooreengekome datum van dienshervatting van (die permanente werknemer) of eindig drie weke na datum van skriftelike kennisgewing aan die korttermynplaasvervangerwerknemer dat (die permanente werknemer) die werkgewer kennis gegee het van dienshervatting op 'n vroeër datum, na gelang van die geval, soos bepaal in klousule 9 (2) (b) (ii) van die Hooffooreenkoms.
- (iii) Indien, op datum van terugkeer van die permanente werknemer (.....), die korttermynplaasvervangerwerknemer deur die werkgewer in diens gehou word, word die bepalinge van hierdie kontrak outomaties vervang deur die bepalinge van die Hooffooreenkoms.
- (iv) Vir die doel van afdanking of vermindering van die werkkragte wat gedurende die afwesigheid van die permanente werknemer kan ontstaan, word korttermynplaasvervangerwerknemers voor permanente werknemers afgedank.
- (v) By voltooiing van die kontraktydperk woos gespesifiseer in (i) en (ii) hierbo, word die kontrak outomaties beëindig. Sodanige beëindiging is voltooiing van kontrak en moet nie as personeelvermindering vertolk word nie.
- (vi) Die oorblywende diensvoorwaardes, nie spesifiek hierbo genoem nie, is die werkgewer se bestaande beleid, reëls en regulasies en die algemene diensvoorwaardes soos in die Hooffooreenkoms van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, vervat.
- (vii) Wanneer diens voortgaan na die terugkeer van die permanente werknemer (.....), verstryk hierdie kontrak outomaties en is die bepalinge van die Hooffooreenkoms van toepassing.

Die tydelike plaasvervangerwerknemer erken hierby dat hy/sy die inhoud van hierdie kontrak verstaan en aanvaar.

Onderteken te op 19....

Werkgewer.....

Werknemer.....

Getuie.....

7. SECTION 11: PAYMENT FOR PUBLIC HOLIDAYS

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

"(1) (a) If an employee does not work on a public holiday that falls on a day which otherwise is an ordinary working day for such an employee, he shall be paid at his ordinary hourly rate for the ordinary working hours of that day of the week."

7. KLOUSULE 11: BETALING VIR OPENBARE VAKANSIEDAE

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

"(1) (a) Indien 'n werknemer nie op 'n openbare vakansiedag wat op 'n dag val wat vir hom andersins 'n gewone werkdag is, werk nie, moet hy teen sy gewone uurloon vir die gewone werkdag vir daardie dag van die week besoldig word."

(2) Re-number the existing subsection (1) (c) as (1) (d) and insert the following new subsection (1) (c):

"(1) (c) If an employee works on a public holiday that falls on a Sunday, he shall be paid in accordance with the provisions of section 5 of this Agreement which relates to payment for time worked on Sundays. Notwithstanding the provisions of this subsection time worked on a Christmas day which falls on a Sunday shall be paid in terms of subsection (1) (d) of this section."

8. SECTION 11(bis): ADDITIONAL PAID HOLIDAY

Delete this section.

9. SECTION 12: LEAVE PAY

In subsection (3) (c), delete the final paragraph: "Provided that for the purposes of this subsection public holidays shall include 16 June."

10. SECTION 12bis: UNPAID LEAVE AT TIME OF CONFINEMENT

Delete this section in its entirety.

11. SECTION 14: LEAVE BONUS

Delete subsection (1) (c), and renumber subsection (d) to read (c).

12. SECTION 16: ALLOWANCES

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

"(4) *Subsistence allowance*: The subsistence allowance applicable to employees under Groups A and B shall be as follows:

Grade	Allowance per day R
Rates A to B.....	29,50
Rates C to DDD.....	27,50
Rates E to H.....	20,00
<i>Structural Engineering</i>	
Categories 4 and 5.....	29,50
Category 3.....	27,50
Categories 1 (a), 1 and 2.....	20,00"

13. SECTION 34: PAID SICK LEAVE

In subsection (2) (iii), substitute the expression "Public Holidays Act, 1994" for the expression "Public Holidays Act, 1952".

14. SECTION 35: SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

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

"(1) (a) In the case of retrenchment an employer, subject to subsection (2), shall pay to each employee who is retrenched, in addition to any other amounts to which he is entitled in terms of this Agreement on termination of service, a severance payment of not less than that specified in the table hereunder:

(2) Hernommer die bestaande subklousule (1) (c) tot (1) (d) en voeg die volgende nuwe subklousule (1) (c) in:

"(1) (c) Indien 'n werknemer werk op 'n openbare vakansiedag wat op 'n Sondag val, word hy ooreenkomstig die bepalings van klousule 5 van hierdie Ooreenkoms betaal, wat betrekking het op betaling vir tyd gewerk op Sondag. Ondanks die bepalings van hierdie subklousule, word tyd wat gewerk word op 'n Kersdag wat op 'n Sondag val, kragtens die bepalings van subklousule (1) (d) van hierdie klousule betaal."

8. KLOUSULE 11(bis): ADDISIONELE BETAALDE VAKANSIEDAG

Skrap hierdie klousule.

9. KLOUSULE 12: VERLOFBESOLDIGING

In subklousule (3) (c), skrap die finale paragraaf: "Met dien verstande dat vir die toepassing van hierdie subklousule openbare vakansiedae 16 Junie insluit."

10. KLOUSULE 12bis: KRAAMVERLOF SONDER BESOLDIGING

Skrap hierdie klousule.

11. KLOUSULE 14: VERLOFBONUS

Skrap subklousule (1) (c), en hernommer subklousule (d) om te lui (c).

12. KLOUSULE 16: TOELAES

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

"(4) *Verblyftoelae*: Die verblyftoelae van toepassing op werknemers kragtens Groepe A en B is soos volg:

Kategorie	Toelae per dag R
Lone A tot B.....	29,50
Lone C tot DDD.....	27,50
Lone E tot H.....	20,00
<i>Struktuuringenieurswese</i>	
Kategorieë 4 en 5.....	29,50
Kategorie 3.....	27,50
Kategorieë 1 (a), 1 en 2.....	20,00"

13. KLOUSULE 34: SIEKTEVERLOF MET BESOLDIGING

In subklousule (2) (iii) vervang die uitdrukking "Wet op Openbare Feesdae, 1952" deur die uitdrukking "Wet op Openbare Vakansiedae, 1994".

14. KLOUSULE 35: WERKSEKURITEIT EN UITTREE-LOONBETALING

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

"(1) (a) In die geval van 'n vermindering van werknemers, moet 'n werkgewer, behoudens subklousule (2), aan elke werknemer wat afbetaal word, benewens enige ander bedrae waarop hy ingevolge hierdie Ooreenkoms by diensbeëindiging geregtig is, 'n minimum uittreeloonbetaling doen soos uiteengesit in die tabel hieronder:

Number of completed years' continuous service with the same employer	Severance payment
One completed year	One week's wages
Two completed years	Two weeks' wages
Three completed years	Three weeks' wages
Four completed years	Four weeks' wages
Five completed years	Five weeks' wages
Six completed years	Six weeks' wages
Seven completed years	Seven weeks' wages
Eight or more completed years	Eight weeks' wages"

Aantal voltooide jare ononderbroke diens by dieselfde werkgever	Uittreeloonbetaling
Een voltooide jaar	Een week se loon
Twee voltooide jare	Twee weke se loon
Drie voltooide jare	Drie weke se loon
Vier voltooide jare	Vier weke se loon
Vyf voltooide jare	Vyf weke se loon
Ses voltooide jare	Ses weke se loon
Sewe voltooide jare	Sewe weke se loon
Agt of meer voltooide jare	Agt weke se loon"

15. SECTION 37: SPECIAL PROVISIONS RELATING TO 21 MARCH 1994

Delete this section.

16. SECTION 38: LEVELS OF BARGAINING IN THE INDUSTRY

Renumber this section to read section 37.

17. SECTION 39: WORKING IN TIME ARRANGEMENTS

Renumber this section to read section 38.

PART II

18. SECTION 1: WAGES AND/OR EARNINGS

Substitute the following for subsection (1):

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

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

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 1995 [provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1995 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 prescribed above	Less (if any)	Amount per hour of any increased granted to the employee on or after 1 July 1995
---	---------------	--

15. KLOUSULE 37: SPESIALE BEPALINGS TEN OPSIGTE VAN 21 MAART 1994

Skrap hierdie klousule.

16. KLOUSULE 38: VLAKKE VAN ONDERHANDELING IN DIE NYWERHEID

Hernommer hierdie klousule om te lui klousule 37.

17. KLOUSULE 39: REËLINGS OM TYD IN TE WERK

Hernommer hierdie klousule om te lui klousule 38.

DEEL II

18. KLOUSULE 1: LONE EN/OF VERDIENSTE

Vervang subklousule (1) deur die volgende:

"(1) (a) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in hierdie 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 die 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, die addisionele bedrag vir sy klas werk, soos in die tabelle hieronder uiteengesit:

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 1995 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 1995 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 1995 toegestaan
--	-----------------------------	---

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 1995 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 separate 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.];

(ii) any employee who was engaged after 1 July 1995 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 1995 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 further 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

(to be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)

Class of work	A Percentage increase on actual hourly rate of pay, excluding allowances, that the employee was in receipt of on 30 June 1995	B Amount per hour
	OR %	cents/hour
Rate A and A1	10,50	140
Rate AA	10,58	132
* Rate AA — start	10,67	125
Rate AB	10,75	117

* '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 the Agreement.

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 1995 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) 'n werknemer wat na 1 Julie 1995 in diens geneem is teen 'n loontarief van minstens die loontarief wat vir sy klas werk voorgeskryf word op die datum van inwerkingtreding 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 werkgever die loontarief van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1995 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 laer tarief as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

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

(v) 'n werkgever wat voornemens is om algemene verhogings 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 met die betrokke werknemers moet oorleg pleeg: Met dien verstande voorts dat die werkgever, 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 werkgever 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

(wat ook al die grootste is van die bedrag bereken kragtens Kolom A of die bedrag uiteengesit in Kolom B)

Klas werk	A Persentasie verhoging op werklike uurloon, uitgesonderd toelaes, wat die werknemer ontvang het soos op 30 Junie 1995	B Bedrag per uur
	OF %	sent/uur
Loon A en A1	10,50	140
Loon AA	10,58	132
* Loon AA — begin	10,67	125
Loon AB	10,75	117

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

Class of work	A Percentage increase on actual hourly rate of pay, excluding allowances, that the employee was in receipt of on 30 June 1995	OR	B Amount per hour
	%		cents/hour
Rate B.....	10,83		111
Rate C.....	10,92		105
Rate D.....	11,00		102
Rate DD.....	11,17		94
Rate DDD.....	11,34		89
Rate E.....	11,51		84
Rate F.....	11,68		80
Rate G.....	11,85		76
Rate H.....	12,00		72

Apprentices	A Percentage increase on actual hourly rate of pay, excluding allowances, that the employee was in receipt of on 30 June 1995	OR	B Amount per hour
	%		R
First year.....	12,00		33
Second year.....	11,50		35
Third year.....	11,00		41
Fourth.....	10,50		58

SCHEDULE G

Job 155	A Percentage increase on actual hourly rate of pay, excluding allowances that the employee was in receipt of on 30 June 1995	OR	B Amount per hour
	%		cents/hour
First three months of experience (Wage D less 10%).....	11,00		92
Second three months of experience (Wage D less 5%) ..	11,00		97

Structural Engineering: Category	A Percentage increase on actual hourly rate of pay, excluding allowances that the employee was in receipt of on 30 June 1995	OR	B Amount per hour
	%		cents/hour
5.....	10,50		140
4.....	10,88		127
3.....	11,25		108
2.....	11,63		88
1.....	12,00		72
1(a).....	12,00		65

Klas werk	A Persentasie verhoging op werklike uurloon, uitgesonderd toelaes, wat die werknemer ontvang het soos op 30 Junie 1995	OF	B Bedrag per uur
	%		sent/uur
Loon B.....	10,83		111
Loon C.....	10,92		105
Loon D.....	11,00		102
Loon DD.....	11,17		94
Loon DDD.....	11,34		89
Loon E.....	11,51		84
Loon F.....	11,68		80
Loon G.....	11,85		76
Loon H.....	12,00		72

Vakleerlinge	A Persentasie verhoging op werklike uurloon, uitgesonderd toelaes, wat die werknemer ontvang het soos op 30 Junie 1995	OF	B Bedrag per uur
	%		R
Eerste jaar.....	12,00		33
Tweede jaar.....	11,50		35
Derde jaar.....	11,00		41
Vierde jaar.....	10,50		58

BYLAEG

Item 155	A Persentasie verhoging op werklike uurloon, uitsluitende toelaes, wat die werknemer ontvang het soos op 30 Junie 1995	OF	B Bedrag per uur
	%		sent/uur
Eerste drie maande ondervinding (Loon D min 10%)	11,00		92
Tweede drie maande ondervinding (Loon D min 5%)	11,00		97

Struktuuringenieurswese: Kategorie	A Persentasie verhoging op werklike uurloon, uitgesonderd toelaes, wat die werknemer ontvang het soos op 30 Junie 1995	OF	B Bedrag per uur
	%		sent/uur
5.....	10,50		140
4.....	10,88		127
3.....	11,25		108
2.....	11,63		88
1.....	12,00		72
1(a).....	12,00		65

DIVISION D/24

Class of work	A Percentage increase on actual hourly rate of pay, excluding allowances that the employee was in receipt of on 30 June 1995 OR %	B Amount per hour cents/hour
Job 5 (Wage D less 5%) ..	11,00	97

SCHEDULE F

Group	A Percentage increase on actual hourly rate of pay, excluding allowances that the employee was in receipt of on 30 June 1995 OR %	B Amount per hour cents/hour
Z.....	10,50	140
Y.....	10,82	111
IX.....	10,91	104
VIII.....	11,01	100
VII.....	11,16	96
VI.....	11,40	93
V.....	11,51	89
IV.....	11,63	85
III.....	11,71	82
II.....	11,83	79
I.....	12,00	76"

19. SCHEDULE G

(1) Under Section (a), "General", subsection (i) "Probationers", substitute the following for Rate D, Job 155:

	"Rate D"	Rate per hour
155.	First three months of experience	R 9,23
	(Rate D less 10%)	
	Second three months of experience	9,75
	(Rate D less 5%)	
	Thereafter.....	10,26
	(Rate D)	

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": (a) Insert the following under the heading "MECHANICAL AND GENERAL STRUCTURAL WORK":

"CATEGORY 2

2.M.13. Receiving, locating preparing and issuing materials, tools and/or stock and/or consumables from requisition lists in stock and/or materials stores on a construction site".

AFDELING D/24

Klas werk	A Persentasie verhoging op werklike uurloon, uitgesonderd toelaes, wat die werknemer ontvang het soos op 30 Junie 1995 OF %	B Bedrag per uur sent/uur
Item 5 (Loon D min 5%)	11,00	97

BYLAE F

Groep	A Persentasie verhoging op werklike uurloon, uitgesonderd toelaes, wat die werknemer ontvang het soos op 30 Junie 1995 OF %	B Bedrag per uur sent/uur
Z.....	10,50	140
Y.....	10,82	111
IX.....	10,91	104
VIII.....	11,01	100
VII.....	11,16	96
VI.....	11,40	93
V.....	11,51	89
IV.....	11,63	85
III.....	11,71	82
II.....	11,83	79
I.....	12,00	76"

19. BYLAE G

(1) Onder Seksie (a), "Algemeen", subseksie (i) "Proefwerkers", vervang Loon D, item 155, deur die volgende:

	"Loon D"	Loon per uur
155.	Eerste drie maande ondervinding..... (Loon D min 10%)	R 9,23
	Tweede drie maande ondervinding	9,75
	(Loon D min 5%)	
	Daarna	10,26
	(Loon D)	

Met dien verstande dat—

(i) geen werknemer gedurende die proeftyd aansporingsbonuswerk mag verrig nie;

(ii) 'n werkgewer 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), "Struktureingenieurswese": (a) Voeg die volgende in onder die opskrif "MEGANIESE EN ALGEMENE STRUKTUURWERK":

"KATEGORIE 2

2.M.13. Ontvang, plasing, voorbereiding en uitreiking van materiale, gereedskap en/of voorraad en/of verbruiksartikels vanaf aanvraaglyste in voorraad en/of voorraadstore op 'n konstruksieperseel".

(b) In CATEGORY 1, substitute the following for the existing operation 1.M.12:

"1.M.12. General labouring, including packing, stocking, loading, unloading and cleaning duties in a stock and/or materials store on a construction site".

(c) 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	14,75
4	12,96
3	10,73
2	8,47
1	6,74
1 (a)	6,00".

(3) Insert the following new section (j):

"Section (j): Stores Operations"

RATE AA

1. Inventory and stores control, including supervision of Rate E employees in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process.

RATE E

1. Receiving, locating, preparing and issuing materials tools and/or stock from requisition lists, in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process (n.e.s.), including—

- selection of stock;
- checking and recording of stock; and
- operation of materials handling equipment.

RATE H

1. General labouring, including packing, stocking, loading, unloading and cleaning duties in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process."

20. SCHEDULE M

Insert the following new PART VIII:

"VIII. Stores Operations"

RATE AA

1. Inventory and stores control, including supervision of Rate E employees in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process.

RATE E

1. Receiving, locating, preparing and issuing materials, tools and/or stock from requisition lists, in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production in process (n.e.s.), including—

- selection of stock;
- checking and recording of stock; and
- operation of materials handling equipment.

RATE H

1. General labouring, including packing, stocking, loading, unloading and cleaning duties in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process."

(b) In KATEGORIE 1, vervang die bestaande item 1.M.12 deur die volgende:

"1.M.12. Algemene arbeid insluitende pak, bevoorrading, laai en aflaai en skoonmaakpligte in 'n voorraad-en/of materialestoor op 'n konstruksieperseel".

(c) 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	14,75
4	12,96
3	10,73
2	8,47
1	6,74
1 (a)	6,00".

(3) Voeg die volgende nuwe Seksie (j) in:

"Seksie (j): Stoorwerksaamhede"

LOON AA

1. Inventaris- en stoorbeheer insluitende toesig oor Loon E-werknemers in gereedskap- en/of voorraad-en/of materialestore wat direk gekoppel is aan die fabrieksvloer en/of produksieproses.

LOON E

1. Ontvang, plasing, voorbereiding en uitreiking van materiale, gereedskap en/of voorraad vanaf aanvraaglyste in gereedskap- en/of voorraad- en/of materialestore direk gekoppel aan die fabrieksvloer en/of produksieproses (n.e.v.), insluitende—

- uitsoek van voorraad;
- nagaan en opname van voorraad; en
- bedryf van toerusting wat materiale hanteer.

LOON H

1. Algemene arbeid insluitende pak, bevoorrading, laai en aflaai, en skoonmaakpligte in gereedskap- en/of voorraad- en/of materialestore direk gekoppel aan die fabrieksvloer en/of produksieproses."

20. BYLAE M

Voeg die volgende nuwe DEEL VIII in:

"VIII. Stoorwerksaamhede"

LOON AA

1. Inventaris- en stoorbeheer insluitende toesig oor Loon E-werknemers in gereedskap- en/of voorraad-en/of materialestore wat direk gekoppel is aan die fabrieksvloer en/of produksieproses.

LOON E

1. Ontvang, plasing, voorbereiding en uitreiking van materiale, gereedskap en/of voorraad vanaf aanvraaglyste in gereedskap- en/of voorraad- en/of materialestore direk gekoppel aan die fabrieksvloer en/of produksieproses (n.e.v.) insluitende—

- uitsoek van voorraad;
- nagaan en opname van voorraad; en
- bedryf van toerusting wat materiale hanteer.

LOON H

1. Algemene arbeid insluitende pak, bevoorrading, laai en aflaai, en skoonmaakpligte in gereedskap- en/of voorraad- en/of materialestore direk gekoppel aan die fabrieksvloer en/of produksieproses."

21. SCHEDULE D

(1) In Division D/19, in Job 32, substitute the expressions "1292 (Rate AA—Start)" and "1380 (Rate AA)" for the expressions "1167 (Rate AA—start)" and "1248 (Rate AA)", respectively.

(2) In Division D/22—

(a) in Jobs 71 and 101 to 105, inclusive, substitute the expression "1026 (Rate D)" for the expression "924 (Rate D)";

(b) in Jobs 106 to 108, inclusive, substitute the expression "873 (Rate DDD)" for the expression "784 (Rate DDD)";

(c) in Jobs 109 to 121, inclusive, substitute the expression "718 (Rate G)" for the expression "642 (Rate G)";

(d) in Jobs 122 to 133, inclusive, substitute the expression "674 (Rate H)" for the expression "602 (Rate H)".

(3) In Division D/23, at the footnotes under the heading "Training periods and rates of pay therefor", substitute the expressions "767 (Rate F)" and "674 (Rate H)" for the expressions "687 (Rate F)" and "602 (Rate H)", respectively.

(4) In Division D/24, in Job 5, substitute the expression "975 (Rate D, less 5%)" for the expression "878 Rate D, less 5%".

22. SCHEDULE E

In Division E2, 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	R12,92
(Rate AA—start)	
Second 12 months of experience	R13,80
(Rate AA)	
Thereafter	R14,75
(Rate A1)"	

23. SCHEDULE F

(1) In Group Z, substitute the expression "14,75" for the expression "13,35".

(2) In Group Y, substitute the expression "11,37" for the expression "10,26".

(3) In Group IX, substitute the expression "10,57" for the expression "9,53".

(4) In Group VIII, substitute the expression "10,08" for the expression "9,08".

(5) In Group VII, substitute the expression "9,56" for the expression "8,60".

(6) In Group VI, substitute the expression "9,09" for the expression "8,16".

(7) In Group V, substitute the expression "8,62" for the expression "7,73".

(8) In Group IV, substitute the expression "8,16" for the expression "7,31".

(9) In Group III, substitute the expression "7,82" for the expression "7,00".

(10) In Group II, substitute the expression "7,47" for the expression "6,68".

(11) In Group I, substitute the expression "7,15" for the expression "6,39".

21. BYLA E

(1) In Afdeling D/19, in item 32, vervang die uitdrukking "1167 (Loon AA—begin)" en "1248 (Loon AA)" deur onderskeidelik die uitdrukking "1292 (Loon AA—begin)" en "1380 (Loon AA)".

(2) In Afdeling D/22—

(a) in items 71 en 101 tot en met 105, vervang die uitdrukking "924 (Loon D)" deur die uitdrukking "1026 (Loon D)";

(b) in items 106 tot en met 108, vervang die uitdrukking "784 (Loon DDD)" deur die uitdrukking "873 (Loon DDD)";

(c) in items 109 tot en met 121, vervang die uitdrukking "642 (Loon G)" deur die uitdrukking "718 (Loon G)";

(d) in items 122 tot en met 133, vervang die uitdrukking "602 (Loon H)" deur die uitdrukking "674 (Loon H)".

(3) In Afdeling D/23, in die voetnota onder die opschrift "Opleidings tydperke en lone daarvoor", vervang die uitdrukking "687 (Loon F)" en "602 (Loon H)" deur onderskeidelik die uitdrukking "767 (Loon F)" en "674 (Loon H)".

(4) In Afdeling D/24, in item 5, vervang die uitdrukking "878 (Loon D, min 5%)" deur die uitdrukking "975 (Loon D, min 5%)".

22. BYLA E

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

"Leerling lone ten opsigte van Loon A1-werk:

Eerste 12 maande ondervinding	R12,92
(Loon AA—begin)	
Tweede 12 maande ondervinding	R13,80
(Loon AA)	
Daarna	R14,75
(Loon A1)"	

23. BYLA E

(1) In Groep Z, vervang die uitdrukking "13,35" deur die uitdrukking "14,75".

(2) In Groep Y, vervang die uitdrukking "10,26" deur die uitdrukking "11,37".

(3) In Groep IX, vervang die uitdrukking "9,53" deur die uitdrukking "10,57".

(4) In Groep VIII, vervang die uitdrukking "9,08" deur die uitdrukking "10,08".

(5) In Groep VII, vervang die uitdrukking "8,60" deur die uitdrukking "9,56".

(6) In Groep VI, vervang die uitdrukking "8,16" deur die uitdrukking "9,09".

(7) In Groep V, vervang die uitdrukking "7,73" deur die uitdrukking "8,62".

(8) In Groep IV, vervang die uitdrukking "7,31" deur die uitdrukking "8,16".

(9) In Groep III, vervang die uitdrukking "7,00" deur die uitdrukking "7,82".

(10) In Groep II, vervang die uitdrukking "6,68" deur die uitdrukking "7,47".

(11) In Groep I, vervang die uitdrukking "6,39" deur die uitdrukking "7,15".

24. 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	14,75
Rate AA	13,80
*Rate AA—start	12,92
Rate AB	12,09
Rate B	11,33
Rate C	10,69
Rate D	10,26
Rate DD	9,32
Rate DDD	8,73
Rate E	8,18
Rate F	7,67
Rate G	7,18
Rate H, including watchman's work	6,74

Apprentices	Rate per week
	R
First year	310
Second year	342
Third year	409
Fourth year	609

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

25. ANNEXURE B**5. PROCEDURE FOR SETTLING COMPLAINTS RELATING TO ALLEGATIONS OF RACIAL DISCRIMINATION, SEXUAL DISCRIMINATION, VIOLENCE AND INTIMIDATION**

Substitute the following for subsection (1):

"(1) In the case of complaints concerning racial or sexual discrimination, the parties, facilitators and arbitrators shall assess all the relevant circumstances."

Signed at Johannesburg, for and on behalf of the parties this 24th day of August 1995.

B. NICHOLSON,
Chairman.

D. A. CARSON,
Member.

D. G. LEVY,
General Secretary.

No. R. 1648 27 October 1995**MANPOWER TRAINING ACT, 1981****TRAINING SCHEME FOR THE FORWARDING AND CLEARING SECTOR OF THE MARITIME INDUSTRY****CORRECTION NOTICE**

The following correction to Government Notice No. R. 1190 of 11 August 1995 is published hereby for general information:

In clause 7.4 delete the expression "DA610".

24. 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	14,75
Loon AA	13,80
*Loon AA—begin	12,92
Loon AB	12,09
Loon B	11,33
Loon C	10,69
Loon D	10,26
Loon DD	9,32
Loon DDD	8,73
Loon E	8,18
Loon F	7,67
Loon G	7,18
Loon H, met inbegrip van wag se werk	6,74

Vakleerlinge	Loon per week
	R
Eerste jaar	310
Tweede jaar	342
Derde jaar	409
Vierde jaar	609

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

*'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 bepaal."

25. BYLAE B**5. PROSEDURE VIR DIE BESLEGTING VAN KLAGTES WAT BETREKKING HET OP BEWERINGS VAN RASSEDISKRIMINASIE, GESLAGSDISKRIMINASIE, GEWELD EN INTIMIDASIE**

Vervang subklausule (1) deur die volgende:

"(1) In die geval van klagtes betreffende rasse- of geslagsdiskriminasie, moet die partye, fasiliteerders en arbiters alle relevante omstandighede oorweeg."

Onderteken namens die partye op hede die 24ste dag van Augustus 1994 te Johannesburg.

B. NICHOLSON,
Voorsitter.

D. A. CARSON,
Lid.

D. G. LEVY,
Hoofsekretaris.

No. R. 1648 27 Oktober 1995**WET OP MANNEKRAGOPLEIDING, 1981****OPLEIDINGSKEMA VIR DIE VERSKEPING- EN KLARINGSEKTOR VAN DIE MARITIEMENYWERHEID****VERBETERINGSKENNISGEWING**

Die onderstaande verbetering aan Goewermementskennisgewing No. R.1190 van 11 Augustus 1995 word hierby vir algemene inligting gepubliseer:

In klousule 7.4 skrap die uitdrukking "DA610".

No. R. 1651**27 October 1995****LABOUR RELATIONS ACT, 1956****BUILDING INDUSTRY, NORTH AND WEST BOLAND: 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 1 November 1995 and for the period ending 19 June 1998, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 9 and 11 shall be binding, with effect from 1 November 1995 and for the period ending 19 June 1998 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****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 Main Agreement published under Government Notice No. R. 805 of 9 June 1995.

1. SCOPE OF APPLICATION

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

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

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

No. R. 1651**27 Oktober 1995****WET OP ARBEIDSVERHOUDINGE, 1956****BOUNYWERHEID, NOORD- EN WES-BOLAND: 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 1 November 1995 en vir die tydperk wat op 19 Junie 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakvereniging 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), 9 en 11, met ingang van 1 November 1995 en vir die tydperk wat op 19 Junie 1998 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**

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 Hoof-ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 805 van 9 Junie 1995.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

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

(b) in die landdrostdistrikte Ceres, Hopefield, Moorreesburg, Piketberg, Tulbagh, Vredenburg en Worcester.

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

(a) apply only to those classes of employees for whom wages are prescribed in this Agreement;

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

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

(d) not apply to general foremen;

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

2. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "Building Industry":

"**Building Industry**" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees, excluding owner-builders as defined, are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolitions were not carried out for the purpose of preparing the sites for building operations:

bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drain-laying, slating and roof tiling, bituminous work, asphalt-ing and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;

concrete paving, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms an integral part of the structure or not;

French polishing, which includes polishing with a brush or pad and spraying with any composition;

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the article in the building or structure is done by the person making or preparing the article used;

lead-light making, which includes the manufacture and/or fixing of lights and display signs, and the glazing relating thereto;

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

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

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

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

(d) nie van toepassing op algemene voormanne nie;

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

2. KLOUSULE 3: WOORDOMSKRYWINGS

(1) Vervang die omskrywing van "Bounywerheid" deur die volgende:

"**Bounywerheid**" sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers, uitgesonderd eienaar-bouers soos omskryf, met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by die volgende bedrywighede of onderafdelings daarvan betrokke is, met inbegrip van uitgravings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie:

messelwerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glas-stene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke of tuinmure en/of grensmure met pilare, blaaie of enige ander materiale;

betonplaveiwerk, wat die volgende insluit: Die lê van beton op die grond tussen geboue, sowel as betonpaadjies wat op dieselfde terrein as 'n geboue gelê word, hetsy sodanige plaveiwerk 'n integrerende deel van die bouwerke uitmaak of nie;

lakpolitoering, wat politoering met 'n kwas of kussunkie en bespuiting met 'n komposisiestof insluit;

skrynwerk, wat die vervaardiging van alle skrynwerk-artikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en vertoonglaswerk, en die beglasing in verband daarmee;

masonry, which includes stone cutting and building, also the cutting and building of ornamental stonework, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metalwork, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks, the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames and metal stairs and architectural metalwork; the making and/or fixing of drawn metalwork and sheet and extruded metal; whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which included prime and undercoat, decorating, distempering, graining, glazing, marbling, paper-hanging, staining, spraying, signwriting and wall decoration, varnishing, enamelling, gilding, lining, stencilling, wax-polishing, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stonework, wall and floor tiling and paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilation, heating, hot and cold water fitting, the installation of fire prevention equipment and the making and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

shop, office and bank fitting, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering and the supervising of the bending, placing and fixing in position of steel and concrete;

steel construction, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, or metal in any other form which form part of a building or structure;

woodworking, which includes carpentry, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceilings and wall covering, the

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sierklipwerk, betonering en die aanbring of inbou van voorafgegiëte en/of kunsklip of marmer, plaveiwerk, mosaikwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Die aanwending van grond- en onderlae, versiering, distempering, vlamskildering, glasering, marmering, muurplakking, beitsing, spuitskildering, letterskilderwerk en muurversiering, vernissing, emaljerig, vergulding, belyning, sjablonering, waspolering, afwitting en kleurkalking en houtverduursaming en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Modelleerwerk, granoliet, en komposisiebevloering, komposisiemuurbekleding en -polering, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaiekwerk, met inbegrip van die aanwending van asfaltmestiek of bitumeneuse mestiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gemaak word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarming, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

staalbewapening, wat die volgende insluit: Die maak en oprigting van bekisting, en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

staalkonstruksie, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, leërs, staalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, masjinerig, draaiwerk, houtsnywerk, die aanbring van golfyster-, asbesteël, dakspaan- en ander dakbedekkings, klank- en akoes-

plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber, and the sandpapering thereof, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used".

(2) Substitute the following for the definition of "labour-only contract":

"**'labour-only contract'** means a contract, agreement, arrangement or understanding in terms of which an employer undertakes to do the work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, and where such employer is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry, for all the material to be used in the execution of such work, and shall include the concept of any group of employees being shifted in an organised manner from one building site to another, irrespective as to whether or not they are working for an owner-builder as defined;"

(3) Insert the following new definition after the definition of "overtime":

"**'owner-builder'** means any person whatsoever, who employs persons, whether at remuneration or not, for the purpose of performing work in the Building Industry, as defined, on an existing dwelling-house or with the purpose of erecting a new dwelling-house, and who has been issued with a licence as an owner-builder by the Council: Provided that a licence as an owner-builder shall be issued only if application therefor is made in such form and with the furnishing of such information as prescribed by the Council from time to time, and after payment of an amount of R10,00 to the Council, which amount shall cover the cost of the licence: Provided further that a licence as an owner-builder shall be issued only in respect of building work on a dwelling-house occupied or to be occupied by the applicant himself and not in respect of building work on any building to be used for business purposes or for letting purposes: Provided further that a licence as an owner-builder shall not be issued to the same person in respect of building work on a second or more dwelling-houses in the same village or town or its circumjacent municipal area within any continuous period of three years;"

3. CLAUSE 12: TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

Substitute the following for subclause (1):

"(1) An employee who in the performance of his duties is required to work away from his ordinance place of residence on a job so situated that such employee can be said to be unable to return to his normal place of residence daily shall, in respect of every night such employee spends away from his ordinary place of residence, be afforded suitable sleeping accommodation which is totally waterproof, properly ventilated, has covered flooring and a bed, free of charge to the employee in close proximity to the place of work, and if three meals per day are not provided free of charge by the employer, a living-away allowance of R8,33 per night shall additionally be paid to all employees for whom wages are prescribed in this Agreement. All relevant transport shall also be provided free of charge by the employer."

tiemateriaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met betaal, blokkies- en ander bevloering, met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wat in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiaal op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie".

(2) Vervang die omskrywing van "slegs arbeid"-kontrak" deur die volgende:

"**'slegs-arbeid-kontrak'** 'n kontrak, ooreenkoms, reëling of verstandhouding waarkragtens 'n werkgewer onderneem om werk te doen en vir dié werk betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie, en omvat die konsep waarvolgens enige groep werknemers op georganiseerde wyse van die een bouverseel na 'n ander verskuif word, ongeag of hulle vir 'n eienaar-bouer werk of nie;"

(3) Voeg die volgende nuwe omskrywing in na die omskrywing van "oortyd":

"**'eienaar-bouer'** enige persoon wat persone in diens neem, hetsy teen vergoeding of nie, met die doel om werk in die Bounywerheid, soos omskryf, te verrig aan 'n bestaande woonhuis of met die doel om 'n nuwe woonhuis op te rig, en aan wie 'n lisensie as eienaar-bouer deur die Raad uitgereik is: Met dien verstande dat 'n lisensie as eienaar-bouer slegs uitgereik word indien daarom aansoek gedoen word op sodanige wyse en met verskaffing van sodanige inligting as wat die Raad van tyd tot tyd mag voorskryf en nadat die bedrag van R10,00 aan die Raad betaal is synde die koste van die lisensie te wees: Met dien verstande verder dat 'n lisensie as eienaar-bouer slegs uitgereik word ten opsigte van bouwerk aan 'n woonhuis bewoon deur of vir bewoning deur die aansoeker self en nie ten opsigte van bouwerk aan enige gebou wat vir besigheidsdoeleindes of vir verhuring aangewend word nie, en met dien verstande verder dat 'n lisensie as eienaar-bouer nie uitgereik word aan dieselfde persoon ten opsigte van bouwerk aan 'n tweede of meer woonhuise in dieselde dorp of stad of sy omliggende munisipale gebied, binne enige aaneenlopende tydperk van drie jaar nie;"

3. KLOUSULE 12: VERVOER, LOOPTYD- EN LOSIESTOELAE

Vervang subklausule (1) deur die volgende:

"(1) Aan 'n werknemer, van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek af te werk by 'n werkplek wat so geleë is dat daar beweer kan word dat so 'n werknemer nie in staat sal wees om daagliks na sy gewone woonplek terug te keer nie, moet daar ten opsigte van elke nag wat so 'n werknemer weg van sy gewone woonplek af deurbring, geskikte slaapplek wat totaal waterdig en goed geventileerd is en beskik oor vloerbedekking en 'n bed, gratis aan die werknemer beskikbaar gestel word in die nabye omgewing van die werksplek, en indien drie maaltye per dag nie gratis aan die werknemer verskaf word nie, moet 'n addisionele uitslaaptoelae van R8,33 per nag aan alle werknemers, vir wie lone in hierdie Ooreenkoms voorgeskryf word, betaal word. Alle relevante vervoer moet ook gratis deur die werkgewer verskaf word."

4. CLAUSE 13: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

Substitute the following for subclause (1):

"(1) *Ordinary hours of work:* Save as otherwise provided in this clause, no employer shall require or permit an employee to work, and no working employer or his partner shall perform any of the work of any of his employees for whom wages are prescribed in this Agreement and no employee whilst in the employ of an employer shall, for remuneration or not, solicit, undertake or perform building work normally undertaken by the Building Industry—

- (a) on a Saturday or on a Sunday;
- (b) on any of the public holidays prescribed in clause 16 (1) (b);
- (c) during the leave periods prescribed in clause 16 (1) (a);
- (d) on more than five days in any week from Monday to Friday, inclusive;
- (e) (i) in the case of motor vehicle drivers—
 - (aa) for more than 46 hours in any week;
 - (ab) for more than 12 hours daily from Monday to Friday, inclusive; and
- (ac) notwithstanding the provisions of paragraph (a), for more than four hours on a Saturday;
- (ii) in the case of all other employees, excluding a watchman—
 - (aa) for more than 42 hours in any week;
 - (ab) for more than nine hours daily from Monday to Thursday, inclusive, and eight hours on a Friday;
 - (ac) before 07:00 or after 18:00 on Mondays to Thursdays, inclusive, and before 07:00 or after 16:45 on Fridays;
- (iii) in the case of a guard—
 - (aa) who works not more than five days per week, to work for more than 12 hours on any day; or
 - (ab) who works six days per week, to work for more than 10 hours on any day;

Provided that they do not work more than 56 hours, excluding overtime, per week."

5. CLAUSE 17: WAGES

Substitute the following for subclause (1):

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

4. KLOUSULE 13: WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

Vervang subklousule (1) deur die volgende:

"(1) *Gewone werkure:* Behoudens andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie vereis of toelaat dat 'n werknemer werk nie, en geen werkende werkgewer of sy vennoot mag enige van die werk van enige van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, verrig nie, en geen werknemer mag, terwyl hy in diens van 'n werkgewer is, bouwerk wat normaalweg deur die Bounywerheid onderneem word, teen vergoeding al dan nie, werf, onderneem of verrig nie—

- (a) op 'n Saterdag of op 'n Sondag;
- (b) op enige van die openbare feesdae in klousule 16 (1) (b) voorgeskryf;
- (c) gedurende die verloftydperke in klousule 16 (1) (a) voorgeskryf;
- (d) op meer as vyf dae in 'n week van Maandag tot en met Vrydag;
- (e) (i) in die geval van motorvoertuigdrywers—
 - (aa) vir langer as 46 uur in 'n week;
 - (ab) vir langer as 12 uur daaglik van Maandag tot en met Vrydag; en
- (ac) ondanks paragraaf (a), vir langer as vier uur op 'n Saterdag;
- (ii) in die geval van alle werknemers, uitgesonderd 'n wag—
 - (aa) vir langer as 42 uur in 'n week;
 - (ab) vir langer as nege uur daaglik van Maandag tot en met Donderdag en agt uur op 'n Vrydag;
 - (ac) voor 07:00 of na 18:00 op Maandag tot en met Donderdag en voor 07:00 of na 16:45 op Vrydae;
- (iii) in die geval van 'n wag—
 - (aa) wat hoogstens vyf dae per week werk, meer as 12 uur op 'n dag werk nie; of
 - (ab) wat ses dae per week werk, meer as 10 uur op 'n dag werk nie;

Met dien verstande dat hulle nie meer as 56 uur, uitgesonderd oortyd, gedurende 'n week werk nie."

5. KLOUSULE 17: LONE

Vervang subklousule (1) deur die volgende:

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

Category of employee	As from 1 November 1995		
	Area A	Area B	Area C
	R Per hour	R Per hour	R Per hour
(a) Cleaners.....	3,13	3,13	2,47
(b) (i) General workers, manufacturing workers, dumper drivers and hoist operators.....	3,98 Per week	3,98 Per week	3,12 Per week
(2) Guards and security guards (full time).....	167,16 Per hour	167,16 Per hour	131,04 Per hour
(c) Building worker Class 4.....	4,45	4,45	3,52
(d) Building worker Class 3.....	5,01	5,01	3,96
(e) Building worker Class 2.....	5,63	5,63	4,45
(f) Building worker Class 1.....	6,34	6,34	5,00
(g) Artisan painters and roofers.....	7,13	7,13	5,64

Category of employee	As from 1 November 1995		
	Area A	Area B	Area C
	R Per hour	R Per hour	R Per hour
(h) Artisans in all other trades.....	8,02	8,02	6,34
(i) Craftsmen grade 2 painters.....	9,02	—	6,34
(j) Craftsmen grade 1 painters and roofers.....	9,02	9,02	7,13
(k) Craftsmen grade 2 in all other crafts.....	9,44	—	7,13
(l) Craftsmen grade 1 in all other crafts.....	10,03	10,03	8,02
	Per week	Per week	Per week
(m) Drivers of motor vehicles and operators of power-driven plant which are required to be in possession of a—			
(1) Code 5–8 licence.....	167,16	67,16	131,04
(2) Code 9–10 licence.....	186,90	186,90	147,84
(3) Code 11 licence.....	210,42	210,42	166,32
(4) Code 13 licence.....	236,46	236,46	186,90
(5) Code 14 licence.....	266,28	266,28	210,00
	Per hour	Per hour	Per hour
(n) (1) Trainee building worker Class 4.....	4,45	4,45	3,52
(2) Trainee building worker Class 3.....	5,01	5,01	3,96
(3) Trainee building worker Class 2.....	5,63	5,63	4,45
(4) Trainee building worker Class 1.....	6,34	6,34	5,00
(o) Apprentices.....	4,45	4,45	3,52:

Werknemerskategorie	Vanaf 1 November 1995		
	Area A	Area B	Area C
	R Per uur	R Per uur	R Per uur
(a) Skoonmakers.....	3,13	3,13	2,47
(b) (i) Algemene werkers, vervaardigingswerkers, stortwabestuurders en hystoesteloperators.....	3,98	3,98	3,12
	Per week	Per week	Per week
(2) Wagte en veiligheidswagte (voltyds).....	167,16	167,16	131,04
	Per uur	Per uur	Per uur
(c) Bouwerker Klas 4.....	4,45	4,45	3,52
(d) Bouwerker Klas 3.....	5,01	5,01	3,96
(e) Bouwerker Klas 2.....	5,63	5,63	4,45
(f) Bouwerker Klas 1.....	6,34	6,34	5,00
(g) Ambagsmandakwerkers en -verwers.....	7,13	7,13	5,64
(h) Ambagsmanne in alle ander ambagte.....	8,02	8,02	6,34
(i) Vakmanne graad 2 -verwers.....	9,02	—	6,34
(j) Vakmanne graad 1 -dakwerkers en -verwers.....	9,02	9,02	7,13
(k) Vakmanne graad 2 in alle ander ambagte.....	9,44	—	7,13
(l) Vakmanne graad 1 in alle ander ambagte.....	10,03	10,03	8,02
	Per week	Per week	Per week
(m) Voertuigbestuurders en operateurs van kragaangedrewe masjinerie wat in besit moet wees van 'n—			
(1) Kode 5–8-lisensie.....	167,16	167,16	131,04
(2) Kode 9–10-lisensie.....	186,90	186,90	147,84
(3) Kode 11-lisensie.....	210,42	210,42	166,32
(4) Kode 13-lisensie.....	236,46	236,46	186,90
(5) Kode 14-lisensie.....	266,28	266,28	210,00
	Per uur	Per uur	Per uur
(n) (1) Kwekelingbouwerker Klas 4.....	4,45	4,45	3,52
(2) Kwekelingbouwerker Klas 3.....	5,01	5,01	3,96
(3) Kwekelingbouwerker Klas 2.....	5,63	5,63	4,45
(4) Kwekelingbouwerker Klas 1.....	6,34	6,34	5,00
(o) Vakleerlinge.....	4,45	4,45	3,52:

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981:

Provided further that the wages prescribed above for drivers/plant operators shall be payable if such employees have worked 42 normal working hours or more but not more than 46 normal working hours in any week. If such employees have, however, worked less than 42 normal working hours in any week, their wages for the respective week shall be calculated as follows: The above prescribed wages divided by 42 hours, multiplied by the actual number of normal working hours worked."

6. CLAUSE 24: HOLIDAY FUND AND LEAVE PAY AND STABILISATION FUND

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

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

Met dien verstande dat voormelde lone nie minder mag wees nie as dié voorgeskryf ingevolge die Wet op Mannekrag-opleiding, 1981:

Voorts met dien verstande dat die lone hierbo voorgeskryf vir drywers/masjienbedieners betaalbaar is indien sodanige werknemers 42 of meer gewone werkure maar hoogstens 46 gewone werkure in enige week gewerk het. Indien sodanige werknemers egter minder as 42 gewone werkure in enige week gewerk het, moet hul lone, vir die spesifieke week soos volg bereken word: Bogemelde voorgeskrewe lone gedeel deur 42 uur en vermenigvuldig met die werklike getal gewone aantal werkure gewerk."

6. KLOUSULE 24: VAKANSIEFONDS EN VERLOFBETALING EN STABILISASIEFONDS

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

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

Category of employee	As from 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
Employees from whom wages are prescribed in—	c Per hour	c Per hour	c Per hour
(i) clause 17 (1) (a).....	19	19	15
(ii) clause 17 (1) (b) and (m) (1).....	24	24	19
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	27	27	22
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	31	31	24
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	34	34	27
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	39	39	31
(vii) clause 17 (1) (g).....	44	44	35
(viii) clause 17 (1) (h).....	49	49	39
(ix) clause 17 (1) (i).....	55	—	39
(x) clause 17 (1) (j).....	55	55	44
(xi) clause 17 (1) (k).....	58	—	44
(xii) clause 17 (1) (l).....	61	61	49"

Werknemerskategorie	Vanaf 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
Werknemers vir wie lone voorgeskryf word in—	c Per uur	c Per uur	c Per uur
(i) klousule 17 (1) (a).....	19	19	15
(ii) klousule 17 (1) (b) en (m) (1).....	24	24	19
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	27	27	22
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	31	31	24
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	34	34	27
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	39	39	31
(vii) klousule 17 (1) (g).....	44	44	35
(viii) klousule 17 (1) (h).....	49	49	39
(ix) klousule 17 (1) (i).....	55	—	39
(x) klousule 17 (1) (j).....	55	55	44
(xi) klousule 17 (1) (k).....	58	—	44
(xii) klousule 17 (1) (l).....	61	61	49"

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

"(2) (a) The allowances referred to in subclause (1) shall be paid only where such employee has worked for 25 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.

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

"(2) (a) Die toelae in subklousule (1) bedoel, is betaalbaar slegs indien 'n werknemer 25 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 oortydтарыe gewerk is.

(b) The allowances referred to in subclause (1) shall not be payable where such employee has worked for less than 25 hours in any week for the same employer."

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

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

(b) Indien 'n werknemer minder as 25 uur in enige week vir dieselfde werkgewer gewerk het, is die toelaes in subklousule (1) bedoel, nie betaalbaar nie."

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

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

Category of employee	As from 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
	R Per week	R Per week	R Per week
Employees from whom wages are prescribed and—			
(i) clause 17 (1) (a).....	7,98	7,98	6,30
(ii) clause 17 (1) (b) and (m) (1).....	10,08	10,08	7,98
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	11,34	11,34	9,24
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	13,02	13,02	10,08
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	14,28	14,28	11,34
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	16,38	16,38	13,02
(vii) clause 17 (1) (g).....	18,48	18,48	14,70
(viii) clause 17 (1) (h).....	20,58	20,58	16,38
(ix) clause 17 (1) (i).....	23,10	—	16,38
(x) clause 17 (1) (j).....	23,10	23,10	18,48
(xi) clause 17 (1) (k).....	24,36	—	18,48
(xii) clause 17 (1) (l).....	25,62	25,62	20,58

Werknemerskategorie	Vanaf 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (a).....	7,98	7,98	6,30
(ii) klousule 17 (1) (b) en (m) (1).....	10,08	10,08	7,98
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	11,34	11,34	9,24
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	13,02	13,02	10,08
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	14,28	14,28	11,34
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	16,38	16,38	13,02
(vii) klousule 17 (1) (g).....	18,48	18,48	14,70
(viii) klousule 17 (1) (h).....	20,58	20,58	16,38
(ix) klousule 17 (1) (i).....	23,10	—	16,38
(x) klousule 17 (1) (j).....	23,10	23,10	18,48
(xi) klousule 17 (1) (k).....	24,36	—	18,48
(xii) klousule 17 (1) (l).....	25,62	25,62	20,58

(b) *Stabilisation Fund:* Every employer shall on each payday deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Council each week:

(i) Employees for whom wages are prescribed in clause 17 (1) (a), (b) and (m) (1): R1,48 per week;

(ii) employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (m) (2), (3), (4), (5), (n) (1), (2), (3), (4) and (o): R2,20 per week;

(iii) employees for whom wages are prescribed in clause 17 (1) (g), (h), (i), (j), (k) and (l): R2,95 per week.

(c) The contributions referred to in paragraphs (a) and (b) shall be deducted from an employee's wage only where such employee has worked for 25 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 that week from 25 hours or more."

(b) *Stabilisasiefonds:* 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 elke week aan die Raad betaal:

(i) Werknemers vir wie lone voorgeskryf word in klousule 17 (1) (a), (b) en (m) (1): R1,48 per week;

(ii) werknemers vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (m) (2), (3), (4), (5), (n) (1), (2), (3), (4) en (o): R2,20 per week;

(iii) werknemers vir wie lone voorgeskryf word in klousule 17 (1) (g), (h), (i), (j), (k) en (l): R2,95 per week.

(c) Die bydraes in paragrawe (a) en (b) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 25 uur of langer in enige week vir dieselfde werkgewer gewerk het, en waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgewer by wie hy die eerste 25 uur of langer in diens was."

7. CLAUSE 25: PENSION OR LIKE FUND**(1) Substitute the following for subclause (1):**

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

Category of employee	As from 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
Employees for whom wages are prescribed in—	Per hour	Per hour	Per hour
(i) clause 17 (1) (a).....	50	50	40
(ii) clause 17 (1) (b) and (m) (1).....	64	64	50
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	71	71	56
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	80	80	63
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	90	90	71
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	101	101	80
(vii) clause 17 (1) (g).....	114	114	90
(viii) clause 17 (1) (h).....	128	128	101
(ix) clause 17 (1) (i).....	144	—	101
(x) clause 17 (1) (j).....	144	144	114
(xi) clause 17 (1) (k).....	144	—	114
(xii) clause 17 (1) (l).....	160	160	128

7. KLOUSULE 25: PENSIOEN- OF SOORTGELYKE FONDSE**(1) Vervang subklousule (1) deur die volgende:**

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

Werknemerskategorie	Vanaf 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
Werknemers vir wie lone voorgeskryf word in—	Per uur	Per uur	Per uur
(i) klousule 17 (1) (a).....	50	50	40
(ii) klousule 17 (1) (b) en (m) (1).....	64	64	50
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	71	71	56
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	80	80	63
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	90	90	71
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	101	101	80
(vii) klousule 17 (1) (g).....	114	114	90
(viii) klousule 17 (1) (h).....	128	128	101
(ix) klousule 17 (1) (i).....	144	—	101
(x) klousule 17 (1) (j).....	144	144	114
(xi) klousule 17 (1) (k).....	144	—	114
(xii) klousule 17 (1) (l).....	160	160	128

(b) The allowances referred to in paragraph (a) shall be paid only where such employee has worked for 25 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 25 hours in any week for the same employer."

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

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

(b) Die toelaes in paragraaf (a) bedoel, is slegs betaalbaar indien 'n werknemer 25 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 oortydarietewerke was.

(c) Indien 'n werknemer vir minder as 25 uur in enige week vir dieselfde werkgewer gewerk het, is die toelaes in paragraaf (a) bedoel, nie betaalbaar nie."

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

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

Category of employee	As from 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
Employees for whom wages are prescribed in—	Per week	Per week	Per week
(i) clause 17 (1) (a).....	21,00	21,00	16,80
(ii) clause 17 (1) (b) and (m) (1).....	26,88	26,88	21,00
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	29,82	29,82	23,52
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	33,60	33,60	26,46
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	37,80	37,80	29,82
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	42,42	42,42	33,60
(vii) clause 17 (1) (g).....	47,88	47,88	37,80
(viii) clause 17 (1) (h).....	53,76	53,76	42,42
(ix) clause 17 (1) (i).....	60,48	—	42,42
(x) clause 17 (1) (j).....	60,48	60,48	47,88
(xi) clause 17 (1) (k).....	60,48	—	47,88
(xii) clause 17 (1) (l).....	67,20	67,20	53,76

Werknemerskategorie	Vanaf 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
Werknemers vir wie lone voorgeskryf word in—	Per week	Per week	Per week
(i) klousule 17 (1) (a)	21,00	21,00	16,80
(ii) klousule 17 (1) (b) en (m) (1)	26,88	26,88	21,00
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	29,82	29,82	23,52
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	33,60	33,60	26,46
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	37,80	37,80	29,82
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	42,42	42,42	33,60
(vii) klousule 17 (1) (g)	47,88	47,88	37,80
(viii) klousule 17 (1) (h)	53,76	53,76	42,42
(ix) klousule 17 (1) (i)	60,48	—	42,42
(x) klousule 17 (1) (j)	60,48	60,48	47,88
(xi) klousule 17 (1) (k)	60,48	—	47,88
(xii) klousule 17 (1) (l)	67,20	67,20	53,76

(b) The contribution referred to in paragraph (a) shall be deducted from an employee's wage only where such employee has worked for 25 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 25 hours or more."

8. CLAUSE 26: SICK BENEFIT DEDUCTION

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

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

(i) Employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (m)(2), (3), (4), (5), (n)(1), (2), (3), (4) and (0): R1,60 per week;

(ii) employees for whom wages are prescribed in clause 17 (1) (g), (h), (i), (j), (k) and (l): R2,00 per week."

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

"(4) (a) No payment or deduction in terms of subclause (1) shall be made by an employer in respect of an employee who has worked less than 25 hours in a week for him.

(b) Where an employee has been employed by two or more employers in any one week, the deduction and contribution for that week shall be made by the employer by whom such employee was first employed during that week for 25 hours or more."

9. CLAUSE 27: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

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

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 25 uur of langer in enige week vir dieselfde werkgever gewerk het, en wanneer 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week 25 uur of langer in diens was."

8. KLOUSULE 26: AFTREKKING VIR SIEKTEBYSTAND

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

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

(i) Werknemers vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (m)(2), (3), (4), (5), (n)(1), (2), (3), (4) en (0): R1,60 per week;

(ii) werknemers vir wie lone voorgeskryf word in klousule 17 (1) (g), (h), (i), (j), (k) en (l): R2,00 per week."

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

"(4) (a) 'n Werkgever moet geen bydrae of aftrekking ingevolge subklousule (1) maak nie ten opsigte van 'n werkgever wat minder as 25 uur in 'n week vir hom gewerk het nie.

(b) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgevers in diens was, moet die aftrekking en bydrae vir daardie week gedoen word deur die werkgever by wie dié werknemer die eerste gedurende daardie week 25 uur of langer gewerk het."

9. KLOUSULE 27: LEDEGELD VIR VAKVERENIGINGS

Vervang subklousule (1) deur die volgende:

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

Category of employee	As from 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
Employees for whom wages are prescribed in—	R	R	R
	Per week	Per week	Per week
(i) clause 17 (1) (a), (b), (m) (1)	1,75	1,75	1,75
(ii) clause 17 (1) (c), (d), (e), (f), (m) (2) (3) (4) (5) and (n) (1) (2) (3) (4) and (o)	2,65	2,65	2,65
(iii) clause 17, (1) (g), (h), (i), (j), (k) and (l)	3,50	3,50	3,50

Werknemerskategorie	Vanaf 1 November 1995		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
Werknemers vir wie lonë voorgeskryf word by—	R Per week	R Per week	R Per week
(i) klousule 17 (1) (a), (b), (m) (1)	1,75	1,75	1,75
(ii) klousule 17 (1) (c), (d), (e), (f), (m) (2) (3) (4) (5) en (n) (1) (2) (3) (4) en (o)	2,65	2,65	2,65
(iii) klousule 17, (1) (g), (h), (i), (j), (k) en (l)	3,50	3,50	3,50

(b) No payment or deduction in terms of this subclause shall, however, be made by an employer in respect of an employee who has worked less than 25 hours in a week for him.

(c) Where an employee has been employed by two or more employers in any one week, the deduction and contribution for that week shall be made by the employer by whom such employee was first employed during that week for 25 hours or more."

10. CLAUSE 28: SICK PAY FUND FOR THE BUILDING INDUSTRY

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

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

(b) 'n Werkgewer moet egter geen bydrae of aftrekking ingevolge hierdie subklousule maak nie ten opsigte van 'n werknemer wat minder as 25 uur in 'n week vir hom gewerk het nie.

(c) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens was, moet die aftrekking en bydrae vir daardie week gedoen word deur die werkgewer by wie dié werknemer eerste gedurende daardie week 25 uur of langer gewerk het."

10. KLOUSULE 28: SIEKEFONDS VIR DIE BOUNYWERHEID

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

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

Category of employee	As from 1 November 1995		
	Area "A"	Area "B"	Area "C"
Employees for whom wages are prescribed in—	c Per hour	c Per hour	c Per hour
(i) clause 17 (1) (a)	5	5	4
(ii) clause 17 (1) (b) and (m) (1)	6	6	5
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	7	7	5
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	8	8	6
(v) clause 17 (1) (e), (m) (4) and (n) (3)	8	8	7
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	10	10	8
(vii) clause 17 (1) (g)	11	11	8
(viii) clause 17 (1) (h)	12	12	10
(ix) clause 17 (1) (i)	14	—	10
(x) clause 17 (1) (j)	14	14	11
(xi) clause 17 (1) (k)	14	—	11
(xii) clause 17 (1) (l)	15	15	12

Werknemerskategorie	Vanaf 1 November 1995		
	Area "A"	Area "B"	Area "C"
Werknemers vir wie lonë voorgeskryf word in—	c Per uur	c Per uur	c Per uur
(i) klousule 17 (1) (a)	5	5	4
(ii) klousule 17 (1) (b) en (m) (1)	6	6	5
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	7	7	5
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	8	8	6
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	8	8	7
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	10	10	8
(vii) klousule 17 (1) (g)	11	11	8
(viii) klousule 17 (1) (h)	12	12	10
(ix) klousule 17 (1) (i)	14	—	10
(x) klousule 17 (1) (j)	14	14	11
(xi) klousule 17 (1) (k)	14	—	11
(xii) klousule 17 (1) (l)	15	15	12

(b) The allowances referred to in paragraph (a) shall be paid only where such employee has worked for 25 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 25 hours in any week for the same employer."

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

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

(b) Die toelaes in paragraaf (a) bedoel, is slegs betaalbaar indien 'n werknemer 25 uur of langer in enige week vir dieselfde werkgever gewerk het, en is vir hoogstens 42 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone tyd of oortydтарыewe gewerk was.

(c) Indien 'n werknemer minder as 25 uur in enige week vir dieselfde werkgever gewerk het, is die toelaes in paragraaf (a) bedoel, nie betaalbaar nie."

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

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

Category of employee	As from 1 November 1995		
	Area "A"	Area "B"	Area "C"
	R	R	R
Employees for whom wages are prescribed in—	Per week	Per week	Per week
(i) clause 17 (1) (a).....	2,10	2,10	1,68
(ii) clause 17 (1) (b) and (m) (1).....	2,52	2,52	2,10
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	2,94	2,94	2,10
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	3,36	3,36	2,52
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	3,36	3,36	2,94
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	4,20	4,20	3,36
(vii) clause 17 (1) (g).....	4,62	4,62	3,36
(viii) clause 17 (1) (h).....	5,04	5,04	4,20
(ix) clause 17 (1) (i).....	5,88	—	4,20
(x) clause 17 (1) (j).....	5,88	5,88	4,62
(xi) clause 17 (1) (k).....	5,88	—	4,62
(xi) clause 17 (1) (l).....	6,30	6,30	5,04

Werknemerskategorie	Vanaf 1 November 1995		
	Area "A"	Area "B"	Area "C"
	R	R	R
Werknemers vir wie lone voorgeskryf word in—	Per week	Per week	Per week
(i) klousule 17 (1) (a).....	2,10	2,10	1,68
(ii) klousule 17 (1) (b) en (m) (1).....	2,52	2,52	2,10
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	2,94	2,94	2,10
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	3,36	3,36	2,52
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	3,36	3,36	2,94
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	4,20	4,20	3,36
(vii) klousule 17 (1) (g).....	4,62	4,62	3,36
(viii) klousule 17 (1) (h).....	5,04	5,04	4,20
(ix) klousule 17 (1) (i).....	5,88	—	4,20
(x) klousule 17 (1) (j).....	5,88	5,88	4,62
(xi) klousule 17 (1) (k).....	5,88	—	4,62
(xi) klousule 17 (1) (l).....	6,30	6,30	5,04

(b) The contribution referred to in paragraph (a) shall be deducted from an employee's wage only where such employee has worked for 25 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 25 hours or more."

11. CLAUSE 29: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

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

"(1) Every employer who is a member of the Building Industry Association, North Boland, shall pay to the Council an amount of R1,00 per week in respect of every employee employed by him for whom wages are prescribed in this Agreement."

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 25 uur of langer in enige week vir dieselfde werkgever gewerk het, en wanneer 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week 25 uur of langer in diens was."

11. KLOUSULE 29: SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

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

"(1) Elke werkgever wat lid is van die Building Industries Association, North Boland moet ten opsigte van elke werknemer wat by hom in diens is en vir wie daar in hierdie Ooreenkoms lone voorgeskryf word, 'n bedrag van R1,00 per week aan die Raad betaal."

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

“(2) (a) No payment in terms of subclause (1) shall be made by an employer in respect of an employee who has worked for less than 25 hours in a week for him.

(b) Where an employee has worked for two or more members of the Building Industries Association, North Boland, during any one working week the payment referred to in subclause (1) shall be made by the employer by whom such employee was first employed during that week for 25 hours or more.”

Signed on Behalf of the parties this 1st day of August 1995.

P. A. A. H. BOTHA,

Chairman.

H. K. VAN WEST,

Vice-Chairman.

N. J. KRUGER,

Secretary.

No. R. 1652

27 October 1995

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 R. 3144 of 20 December 1991, R. 3038 of 30 October 1992, R. 1998 of 22 October 1993 and R. 2039 of 25 November 1994, by a further period ending 8 June 1998.

T. T. MBOWENI,

Minister of Labour.

No. R. 1653

27 October 1995

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 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 1 November 1995 and for the period ending 8 June 1998, 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

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

“(2) (a) 'n Werkgewer moet geen bydrae ingevolge subklousule (1) maak nie ten opsigte van 'n werknemer wat minder as 25 uur in 'n week vir hom gewerk het nie.

(b) Indien 'n werknemer gedurende 'n bepaalde werkweek vir twee of meer lede van die Building Industries Association, North Boland gewerk het, moet die werkgewer by wie hy eerste gedurende daardie week 25 uur of langer in diens was, die bedrag in subklousule (1) bedoel betaal.”

Geteken namens die partye op hede die 1ste dag van Augustus 1995.

P. A. A. H. BOTHA,

Voorsitter.

H. K. VAN WEST,

Ondervoorsitter.

N. J. KRUGER,

Sekretaris.

No. R. 1652

27 Oktober 1995

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 tydperk vasgestel in Goewermentskennisgewings R. 3144 van 20 Desember 1991, R. 3038 van 30 Oktober 1992, R. 1998 van 22 Oktober 1993 en R. 2039 van 25 November 1994, met 'n verdere tydperk wat op 8 Junie 1998 eindig.

T. T. MBOWENI,

Minister van Arbeid.

No. R. 1653

27 Oktober 1995

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 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 1 November 1995 en vir die tydperk wat op 8 Junie 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(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 1 November 1995 and for the period ending 8 June 1998, 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, R. 1998 of 22 October 1993 and R. 2039 of 25 November 1994.

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.

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:

(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 1 November 1995 en vir die tydperk wat op 8 Junie 1998 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 en 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 Goewermenskennisgewing No. 3144 van 20 Desember 1991 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng en gewysig by Goewermenskennisgewings Nos. R. 3037 en R. 3038 van 30 Oktober 1992, R. 1888 van 8 Oktober 1993, R. 1998 van 22 Oktober 1993 en R. 2039 van 25 November 1994.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrostdistrikte Worcester, Vredenburg, Hopefield, Piketberg, Moorreesburg, Ceres en Tulbagh.

(2) Ondans 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 Hoofooreenkoms.

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:

Category of employee	As from 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
	c Per hour	c Per hour	c Per hour
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a)	25	25	25
(ii) clause 17 (1) (b) and (m) (1)	32	32	32
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	36	36	36
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	40	40	40
(v) clause 17 (1) (e), (m) (4) and (n) (3)	45	45	45
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	51	51	51
(vii) clause 17 (1) (g)	57	57	57
(viii) clause 17 (1) (h)	64	64	64
(ix) clause 17 (1) (i)	72	—	64
(x) clause 17 (1) (j)	72	72	72
(xi) clause 17 (1) (k)	72	—	72
(xii) clause 17 (1) (l)	80	80	80

Kategorie werknemer	Vanaf 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
	c Per uur	c Per uur	c Per uur
Werknemers vir wie lône voorgeskryf word in—			
(i) klousule 17 (1) (a)	25	25	25
(ii) klousule 17 (1) (b) en (m) (1)	32	32	32
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	36	36	36
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	40	40	40
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	45	45	45
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	51	51	51
(vii) klousule 17 (1) (g)	57	57	57
(viii) klousule 17 (1) (h)	64	64	64
(ix) klousule 17 (1) (i)	72	—	64
(x) klousule 17 (1) (j)	72	72	72
(xi) klousule 17 (1) (k)	72	—	72
(xii) klousule 17 (1) (l)	80	80	80

(b) The allowances referred to in paragraph (a) shall be paid only where such employee has worked for 25 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 25 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 employees’ contribution to the Fund to the Council each week:

(b) Die toelaes in paragraaf (a) bedoel, word betaal slegs indien sodanige werknemer 25 uur of langer in enige week vir dieselfde werkgever 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 25 uur in enige week vir dieselfde werkgever gewerk het.”

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

“(2) *Bydraes:* (a) Elke werkgever moet op elke betaaldag die bydrae hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal:

Category of employee	As from 1 November 1995		
	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)	10,50	10,50	10,50
(ii) clause 17 (1) (b) and (m) (l)	13,44	13,44	13,44
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	15,12	15,12	15,12
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	16,80	16,80	16,80
(v) clause 17 (1) (e), (m) (4) and (n) (3)	18,90	18,90	18,90
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	21,42	21,42	21,42
(vii) clause 17 (1) (g)	23,94	23,94	23,94
(viii) clause 17 (1) (h)	26,88	26,88	26,88
(ix) clause 17 (1) (i)	30,24	—	26,88
(x) clause 17 (1) (j)	30,24	30,24	30,24
(xi) clause 17 (1) (k)	30,24	—	30,24
(xii) clause 17 (1) (l)	33,60	33,60	33,60

Kategorie werknemer	Vanaf 1 November 1995		
	Area 'A'	Area 'B'	Area 'C'
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (a)	10,50	10,50	10,50
(ii) klousule 17 (1) (b) and (m) (l)	13,44	13,44	13,44
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	15,12	15,12	15,12
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	16,80	16,80	16,80
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	18,90	18,90	18,90
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	21,42	21,42	21,42
(vii) klousule 17 (1) (g)	23,94	23,94	23,94
(viii) klousule 17 (1) (h)	26,88	26,88	26,88
(ix) klousule 17 (1) (i)	30,24	—	26,88
(x) klousule 17 (1) (j)	30,24	30,24	30,24
(xi) klousule 17 (1) (k)	30,24	—	30,24
(xii) klousule 17 (1) (l)	33,60	33,60	33,60

(b) The contributions referred to in paragraph (a) shall be deducted from an employee's wage only where such employee has worked for 25 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 25 hours or more."

Signed on behalf of the parties this 1st day of August 1995.

P. A. A. H. BOTHA,

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 25 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 25 uur of langer in diens was."

Namens die partye op hede die 1ste dag van Augustus 1995.

P. A. A. H. BOTHA,

Voorsitter.

H. K. VAN WEST,

Ondervoorsitter.

N. J. KRUGER,

Sekretaris.

No. R. 1657

27 October 1995

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE:
RE-ENACTMENT OF AGREEMENT FOR THE CAPE
PENINSULA

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 1 November 1995 and for the period ending 29 February 1996, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from 1 November 1995 and for the period ending 29 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.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE)

AGREEMENT

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

Master Builders' and Allied Trades' Association
(Cape Peninsula)

Master Masons' and Quarry Owners' Association
(South Africa) representing its members in the
Monumental Masonry Industry

Small Builders' Association

(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 Operative Mason's Society

South African Woodworkers Union

Building Workers' Union

Construction and Allied 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 Building Industry (Western Province),

to amend the Agreement published under Government Notice No. R. 1994 of 22 October 1993, as amended by Government Notices Nos. R. 1856 of 28 October 1994 and R. 2062 of 2 December 1994.

No. R. 1657

27 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE: HER-
BEKRAGTING VAN OOREENKOMS VIR DIE
KAAPSE SKEIREILAND

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 1 November 1995 en vir die tydperk wat op 29 Februarie 1996 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) (a), 2 en 3, met ingang van 1 November 1995 en vir die tydperk wat op 29 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)

OOREENKOMS

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

Master Builders' and Allied Trades' Association
(Cape Peninsula)

Master Masons' and Quarry Owners' Association
(South Africa), wat sy lede in die Monumentklip-
messelnywerheid verteenwoordig

Small Builders' Association

(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 Operative Mason's Society

South African Woodworkers' Union

Building Workers' Union

Construction and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1994 van 22 Oktober 1993, soos gewysig by Goewermentskennisgewings Nos. R. 1856 van 28 Oktober 1994 en R. 2062 van 2 Desember 1994.

CHAPTER 1**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Building and the Monumental Masonry Industries—

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

(b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice No. 283 of 2 March 1962), fell within the Magisterial District of Bellville.

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

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

(b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder;

(c) labour-only contractors, working partners and working directors, principals and contractors.

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 29 February 1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clause 5 (2), 17 (5) (b) and (e), 26, 28 (4), 33 and 36 of Chapter I of the Agreement published under Government Notice No. R. 1994 of 22 October 1993 (hereinafter referred to as the "Former Agreement"), as further amended, extended or renewed from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 5 (1), 7 to 17 (5) (a), 17 (5) (c) and (d), 17 (5) (f) to 25, 27 to 28 (3), 28 (5) to 29, 30, 31, 32, 34, 35 and 37 to 42 Chapter I and clauses 1 to 6 of Chapter II of the Former Agreement, as further amended, extended or renewed from time to time, shall apply to employers and employees.

5. CLAUSE 6 OF THE FORMER AGREEMENT: ENGAGEMENT OF EMPLOYEES

Delete clause 6.

6. CLAUSE 11 OF THE FORMER AGREEMENT: PROHIBITION OF PIECEWORK, TASK-WORK AND LABOUR-ONLY CONTRACTS

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

"(c) All employers and principals who employ labour-only contractors shall have available and produce all the details of the labour-only contractors employed on any site to a Council agent who may ask for such details."

HOOFSTUK 1**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet in die Bou- en die Monumentklipmesselnywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is;

(b) in die landdrosdistrikte Die Kaap, Wynberg [met inbegrip van die gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermmentskennisgewing No. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in die gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermmentskennisgewings Nos. 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in die gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermmentskennisgewing No. 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermmentskennisgewing No. 283 van 2 Maart 1962) binne die landdrosdistrik Bellville geval het.

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

(a) vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens bepaal is;

(b) kwekelinge ingevolge die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes wat daarkragtens bepaal is;

(c) slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

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 29 Februarie 1996 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousules 5 (2), 17 (5) (b) en (e), 26, 28 (4), 33 en 36 van Hoofstuk I van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1994 van 22 Oktober 1993 (hierna die "Vorige Ooreenkoms" genoem) soos verder gewysig, verleng of hernieu van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 tot 5 (1), 7 tot 17 (5) (a), 17 (5) (c) en (d), 17 (5) (f) tot 25, 27 tot 28 (3), 28 (5) tot 29, 30, 31, 32, 34, 35 en 37 tot 42 van Hoofstuk I en klousules 1 tot 6 van Hoofstuk II van die Vorige Ooreenkoms soos van tyd tot tyd verder gewysig, verleng of hernieu is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 6 VAN DIE VORIGE OOREENKOMS: INDIENSNEMING VAN WERKNEMERS

Skrap klousule 6.

6. KLOUSULE 11 VAN DIE VORIGE OOREENKOMS: VERBOD OP STUKWERK, TAAKWERK EN SLEGS-ARBEID-KONTRAKTE

Vervang subklousule 3 (c) deur die volgende:

"(c) Alle werkgewers en prinsipale wat slegs-arbeid-kontrakteurs in diens neem, moet alle besonderhede van slegs-arbeid-kontrakteurs in diens op enige perseel byderhand hê en voorlê aan 'n Raadsagent wat daarom vra."

7. CLAUSE 13 OF THE FORMER AGREEMENT: HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

Substitute the following for subclause (7) (b) (ii):

"(ii) in addition to one day's wages for the public holiday as prescribed in subclause 16 (6), the normal basic hourly wage in respect of each hour or part of an hour so worked in any week;"

8. CLAUSE 15 OF THE FORMER AGREEMENT: ANNUAL LEAVE AND PUBLIC HOLIDAYS

Insert the following subclause (1) (a) (iii):

"(iii) commencing at 17:00 on 22 December 1995 and ending at 08:00 on 15 January 1996;"

9. CLAUSE 16 OF THE FORMER AGREEMENT: MINIMUM BASIC WAGES

Substitute the following for subclause (1):

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

Category of employee	Minimum wage per hour Cents
(a) General workers.....	629
Provided that any employee who is engaged in unskilled work and who in addition to his ordinary work performs the duties of a watchman shall be paid R5 per week extra.	
(b) Cleaners.....	440
(c) Tradesmen, Class 4, probationary trainee tradesmen, trainee tradesmen, Class 4, apprentices in the first year of apprenticeship and scaffolders.....	692
(d) Tradesmen, Class 3, trainee tradesmen, Class 3, and apprentices in the second year of apprenticeship.....	762
(e) Tradesmen, Class 2, trainee tradesmen, Class 2, and apprentices in the third year of apprenticeship.....	1 040
(f) Drivers/plant operators:	
(i) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 10 licence (6 500 kg and over) or a Code 11 licence (horse and trailer).....	861
(ii) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 9 licence (3 000 kg to 6 500 kg).....	741
(iii) Drivers of all other motor vehicles (Code 8 licence) and operators of hoists or drivers of dumpers.....	648
(g) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, glaziers, roofers, floor layers, waterproofers, motor and plant mechanics and fitters and turners.....	1 386
(ii) Craftsmen.....	1 559
(h) Employees engaged in patrolling premises and guarding property.....	R292,44 per week"

10. CLAUSE 17 OF THE FORMER AGREEMENT: PAYMENT OF WAGES AND OVERTIME

Substitute the following for subclause 17 (5) (d):

"(d) with the written consent of his employee, a deduction in respect of the repayment or part repayment of any loan or advance on wages owing by such employee to his employer or for goods purchased at the request of the employee by the employer or for savings that shall be transferred to a registered bank account in the name of the employee: Provided further that such deduction shall not in any one week be more than one third of the employee's total remuneration."

7. KLOUSULE 13 VAN DIE VORIGE OOREENKOMS: WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

Vervang subklousule (7) (b) (ii) deur die volgende:

"(ii) bo en behalwe die dagloon vir die openbare vakansiedag soos voorgeskryf in subklousule 16 (6), die gewone basiese uurloon vir elke uur of deel daarvan wat hy aldus in 'n week gewerk het;"

8. KLOUSULE 15 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Voeg die volgende subklousule (1) (a) (iii) by:

"(iii) wat om 17:00 op 22 Desember 1995 begin en om 08:00 op 15 Januarie 1996 eindig;"

9. KLOUSULE 16: MINIMUM BASIESE LONE

Vervang subklousule (1) deur die volgende:

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

Kategorie werknemer	Minimum loon per uur Sent
(a) Algemene werkers.....	629
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer, R5 per week ekstra betaal moet word.	
(b) Skoonmakers.....	440
(c) Bouwerkers klas 4, proefkwekelingbouwerkers, kwekelingbouwerkers klas 4, vakleerlinge in die eerste leerjaar en steierbouers.....	692
(d) Bouwerkers klas 3, kwekelingbouwerkers klas 3 en vakleerlinge in die tweede leerjaar.....	762
(e) Bouwerkers klas 2, kwekelingbouwerkers klas 2 en vakleerlinge in die derde leerjaar.....	1 040
(f) Drywers/masjineriebedieners:	
(i) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 10-lisensie (6 500 kg en meer) of 'n Kode 11-lisensie (voorhaker en sleepwa).....	861
(ii) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 9-lisensie (3 000 kg tot 6 500 kg).....	741
(iii) Drywers van alle ander motorvoertuie (Kode 8-lisensie) en bedieners van hysers of drywers van stortwaens.....	648
(g) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matleërs, plafon- en/of afskortingsoprigters, ruitwerkers, dakwerkers, vloerleërs, waterdigters, motor- en masjienwerktuigkundiges en passers en draaiers.....	1 386
(ii) Vakmanne.....	1 559
(h) Werknemers wat persele patroleer en eiendom bewaak.....	R292,44 per week"

10. KLOUSULE 17 VAN DIE VORIGE OOREENKOMS: BETALING VAN LONE EN OORTYDBESOLDIGING

Vervang subklousule 17 (5) (d) deur die volgende:

"(d) met die skriftelike toestemming van sy werknemer, 'n bedrag vir die terugbetaling of gedeeltelike terugbetaling van 'n lening of voorskot op sy loon wat so 'n werknemer aan sy werkgever verskuldig is of vir goedere aan versoek van die werknemer deur die werkgever aangekoop of vir spaargeld wat in die rekening van die werknemer by 'n geregistreerde bank inbetaal moet word: Voorts met dien verstande dat sodanige aftrekking in 'n bepaalde week hoogstens 'n derde van die werknemer se totale besoldiging is."

**11. CLAUSE 18 OF THE FORMER AGREEMENT:
TERMINATION OF CONTRACT OF EMPLOYMENT**

Insert the following subclause 18 (10):

"(10) The contract of employment shall be terminated if an employee is absent from work without the employer's consent for a continuous period of five or more days: Provided that the provisions of this subclause shall not apply if the employee is absent due to any circumstances beyond his control."

**12. CLAUSE 19 OF THE FORMER AGREEMENT:
STORAGE AND PROVISION OF TOOLS, ETC.**

(1) In subclause (3) (a), delete the expression "crowbars".

(2) In subclause (3) (e) (xii), delete the expression "sheet-metal worker's mallet and".

(3) Insert the following subclause (3) (e) (xv):

"(xv) pipe bending machine over 20 mm."

**13. CLAUSE 24 OF THE FORMER AGREEMENT:
SANITARY ACCOMMODATION**

Substitute the following for subclause (1):

"(1) An employer shall provide proper and adequate sanitary facilities at each workplace for all workers."

**14. CLAUSE 28 OF THE FORMER AGREEMENT:
HOLIDAY FUND AND LEAVE PAY**

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

"Class of employee"	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (a)	19,65
(ii) clause 16 (1) (b)	13,75
(iii) clause 16 (1) (c)	20,35
(iv) clause 16 (1) (d)	22,40
(v) clause 16 (1) (e)	30,55
(vi) clause 16 (1) (f) (i)	29,10
(vii) clause 16 (1) (f) (ii)	25,05
(viii) clause 16 (1) (g) (i)	21,90
(ix) clause 16 (1) (f) (iii)	43,55
(x) clause 16 (1) (g) (ii)	48,60
(xi) clause 16 (1) (h)	21,50"

**15. CLAUSE 29 OF THE FORMER AGREEMENT:
PENSION OR LIKE FUND**

Substitute the following for the table in subclause (1) (a):

"Class of employee"	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (a)	42,55
(ii) clause 16 (1) (b)	29,75
(iii) clause 16 (1) (c)	44,05
(iv) clause 16 (1) (d)	48,50
(v) clause 16 (1) (e)	66,20
(vi) clause 16 (1) (f) (i)	63,05
(vii) clause 16 (1) (f) (ii)	54,25
(viii) clause 16 (1) (f) (iii) and (h)	47,45
(ix) clause 16 (1) (g) (i)	86,25
(x) clause 16 (1) (g) (ii)	97,25"

**11. KLOUSULE 18 VAN DIE VORIGE OOREENKOMS:
BEÏNDIGING VAN DIENSKONTRAK**

Voeg die volgende subklousule 18 (10) in:

"(10) Die dienskontrak word beëindig indien 'n werknemer vyf agtereenvolgende dae of langer sonder die toestemming van die werkgever afwesig is: Met dien verstande dat hierdie klousule nie van toepassing is nie indien die werknemer om 'n rede buite sy beheer afwesig is."

**12. KLOUSULE 19 VAN DIE VORIGE OOREENKOMS:
BEWARING EN VERSKAFFING VAN GEREEDSKAP**

(1) Skrap die uitdrukking "koevoete" in subklousule (3) (a)".

(2) Skrap die uitdrukking "plaatmetaalwerkershamer en" in subklousule (3) (e) (xii)".

(3) Voeg die volgende subklousule (3) (e) (xv) in:

"(xv) pypbuigskroef oor 20 mm."

**13. KLOUSULE 24 VAN DIE VORIGE OOREENKOMS:
SANITÊRE GERIEWE**

Vervang subklousule (1) deur die volgende:

"(1) 'n Werkgever moet behoorlike en toereikende sanitêre geriewe op elke werkplek vir alle werkers verskaf."

**14. KLOUSULE 28 VAN DIE VORIGE OOREENKOMS:
VAKANSIEFONDS EN VERLOFBETALING**

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

"Klaswerknemer"	Per week
	R
Werknemers vir wie lone voorgeskryf word by—	
(i) klousule 16 (1) (a)	19,65
(ii) klousule 16 (1) (b)	13,75
(iii) klousule 16 (1) (c)	20,35
(iv) klousule 16 (1) (d)	22,40
(v) klousule 16 (1) (e)	30,55
(vi) klousule 16 (1) (f) (i)	29,10
(vii) klousule 16 (1) (f) (ii)	25,05
(viii) klousule 16 (1) (f) (iii)	21,90
(ix) klousule 16 (1) (g) (i)	43,55
(x) klousule 16 (1) (g) (ii)	48,60
(xi) klousule 16 (1) (h)	21,50"

**15. KLOUSULE 29 VAN DIE VORIGE OOREENKOMS:
PENSIEN/ OF SOORTGELYKE FONDS**

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

"Klaswerknemer"	Per week
	R
Werknemers vir wie lone voorgeskryf word by—	
(i) klousule 16 (1) (a)	42,55
(ii) klousule 16 (1) (b)	29,75
(iii) klousule 16 (1) (c)	44,05
(iv) klousule 16 (1) (d)	48,50
(v) klousule 16 (1) (e)	66,20
(vi) klousule 16 (1) (f) (i)	63,05
(vii) klousule 16 (1) (f) (ii)	54,25
(viii) klousule 16 (1) (f) (iii) en (h)	47,45
(ix) klousule 16 (1) (g) (i)	86,25
(x) klousule 16 (1) (g) (ii)	97,25"

16. CLAUSE 30 OF THE FORMER AGREEMENT: SICK BENEFIT DEDUCTION

Substitute the following for subclause (1):

"(1) Every employer shall, at the written request of an employee in his employ who is a member of any of the trade unions which are parties to the Agreement, deduct from the wages of each such employee of the under-mentioned classes in respect of each pay-week the amounts specified hereunder:

Class of employee	Per week
Employees for whom wages are prescribed in—	R
(i) clause 16 (1) (c), (d) and (e)	1,60
(ii) clause 16 (1) (g)	2,00"

17. CLAUSE 31 OF THE FORMER AGREEMENT: SICK PAY FUND FOR THE BUILDING INDUSTRY

Substitute the following for the table in subclause (2) (a):

"Class of employee	Per week
Employees for whom wages are prescribed in—	R
(i) clause 16 (1) (a) and (b)	2,75
(ii) clause 16 (1) (c)	3,00
(iii) clause 16 (1) (d) and (f) (ii)	3,10
(iv) clause 16 (1) (e)	3,30
(v) clause 16 (1) (f) (i)	3,45
(vi) clause 16 (1) (f) (iii) and (h)	2,85
(vii) clause 16 (1) (g) (i)	8,95
(viii) clause 16 (1) (g) (ii)	9,50"

18. CLAUSE 32 OF THE FORMER AGREEMENT: TRADE UNION SUBSCRIPTIONS

Substitute the following for the first paragraph in subclause (1):

"(1) Every employer shall deduct from the wages of an employee in his employ who is a member of any trade unions which are parties to the Agreement and for whom wages are prescribed in the undermentioned classes in respect of each pay-week the amounts specified hereunder:

Class of employee	Per week
Employees for whom wages are prescribed in—	R
(i) clause 16 (1) (a) and (b)	1,75
(ii) clause 16 (1) (c), (d), (e), (f) and (h)	2,65
(iii) clause 16 (1) (g)	3,50"

Signed at Cape Town this 14th day of September 1995.

L. GLASER,
Chairman.

L. P. DAGNIN,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

16. KLOUSULE 30 VAN DIE VORIGE OOREENKOMS: AFTREKKING VIR SIEKTEBYSTAND

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgever moet, op skriftelik versoek van 'n werknemer in sy diens wat 'n lid is van enige van die vakverenigings wat partye by die Ooreenkoms is, van die loon van elke sodanige werknemer van ondergenoemde klasse en ten opsigte van elke betaalweek die bedrae hieronder gemeld, aftrek:

Klas werknemer	Per week
Werknemers vir wie lone voorgeskryf word by—	R
(i) klousule 16 (1) (c), (d) en (e)	1,60
(ii) klousule 16 (1) (g)	2,00"

17. KLOUSULE 31 VAN DIE VORIGE OOREENKOMS: SIEKEFONDS VIR DIE BOUNYWERHEID

Vervang die tabel in subklousule (2) (a) deur die volgende:

"Klas werknemer	Per week
Werknemers vir wie lone voorgeskryf word by—	R
(i) klousule 16 (1) (a) en (b)	2,75
(ii) klousule 16 (1) (c)	3,00
(iii) klousule 16 (1) (d) en (f) (ii)	3,10
(iv) klousule 16 (1) (e)	3,30
(v) klousule 16 (1) (f) (i)	3,45
(vi) klousule 16 (1) (f) (iii) en (h)	2,85
(vii) klousule 16 (1) (g) (i)	8,95
(viii) klousule 16 (1) (g) (ii)	9,50"

18. KLOUSULE 32 VAN DIE VORIGE OOREENKOMS: LEDEGELD VIR VAKVERENIGINGS

Vervang die eerste paragraaf van subklousule (1) deur die volgende:

"(1) Elke werkgever moet van die loon van elke werknemer in sy diens wat 'n lid is van enige van die vakverenigings wat partye is by die Ooreenkoms is van elke sodanige werknemer van ondergenoemde klasse en ten opsigte van elke betaalweek die bedrae hieronder gemeld, aftrek:

Klas werknemer	Per week
Werknemers vir wie lone voorgeskryf word by—	R
(i) klousule 16 (1) (a) en (b)	1,75
(ii) klousule 16 (1) (c), (d), (e), (f) en (h)	2,65
(iii) klousule 16 (1) (g)	3,50"

Onderteken te Kaapstad op hede die 14de dag van September 1995.

L. GLASER,
Voorsitter.

L. P. DAGNIN,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 1671**27 October 1995****LABOUR RELATIONS ACT, 1956****BUILDING INDUSTRY, WESTERN PROVINCE:
AMENDMENT OF AGREEMENT FOR THE BOLAND**

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 1 November 1995 and for the period ending 31 October 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 clauses 1 (1) (a), 9, 11 and 12, shall be binding, with effect from 1 November 1995 and for the period ending 31 October 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 BUILDING INDUSTRY
(WESTERN PROVINCE)****AGREEMENT**

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

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

Construction and Allied 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 Building Industry (Western Province),

to amend the Agreement published under Government Notice No. R. 2002 of 22 October 1993 as amended by Government Notice No. R. 1991 of 18 November 1994.

No. R. 1671**27 Oktober 1995****WET OP ARBEIDSVERHOUDINGE, 1956****BOUNYWERHEID, WESTELIKE PROVINSIE:
WYSIGING VAN OOREENKOMS VIR DIE BOLAND**

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 1 November 1995 en vir die tydperk wat op 31 Oktober 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 klousules 1 (1) (a), 9, 11 en 12 met ingang van 1 November 1995 en vir die tydperk wat op 31 Oktober 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 BOUNYWERHEID
(WESTELIKE PROVINSIE)****OOREENKOMS**

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

Boland Meesterbouers en Verwante Bedrywe Vereniging (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

Construction and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2002 van 22 Oktober 1993, soos gewysig by Goewermentskennisgewing No. R. 1991 van 18 November 1994.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the lastmentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville).

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

(a) apply only to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

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

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(d) apply to labour-only contractors, working partners and working directors;

(e) not apply to university students and graduates in building science and construction supervisors and other such person doing practical work as a part of their academic training;

(f) apply to foremen;

(g) not apply to employees in the electrical trades and to administrative staff.

2. CLAUSE 8: REGISTRATION OF LEARNER ARTISANS

Add the following subclause (8):

“(8) *Special training provisions for employees employed in the painting trade:* (a) Any employee who is employed in the painting trade as described in clause 3 under “artisan's work” paragraph (l) who is not registered as learner as provided in subclause (5) of this clause or registered as an artisan in the painting trade as provided in clause 11 of this Agreement at the date on which this subclause comes into operation shall be required to register as a learner, Class 2, and shall be required to undergo training as contemplated by this clause and shall complete all the training modules within 18 months of registration as a learner, Class 2.

(b) Any employee in possession of an artisan's card in the painting category who has not passed a trade test shall upon the date on which this subclause comes into operation, by consultation and mutual written agreement with the employer, be required to undergo training and pass the trade test as contemplated in this clause: Provided that the wage of such an employee shall not be reduced, except that if the employee moves to a new employer his wage may be reduced to the wage of an artisan's assistant as per subclause 16 (1) (e) until he has passed the trade test.”

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermmentskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd die gedeelte wat voor 9 Maart 1973 (Goewermmentskennisgewing No. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het], Strand en Malmesbury (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het).

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

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

(b) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens bepaal is;

(c) van toepassing op kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of voorwaardes wat daarkragtens bepaal is;

(d) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs;

(e) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoesighouers en ander sodanige persone wat praktiese werk doen as deel van hul akademiese opleiding;

(f) van toepassing op voormanne;

(g) nie van toepassing nie op werknemers in die elektrotegniese ambagte en op administratiewe personeel.

2. KLOUSULE 8: REGISTRASIE VAN LEERLING-AMBAGSMANNE

Voeg die volgende subklousule (8) by:

“(8) *Spesiale voorsorg vir die opleiding van werknemers aangestel in die verfambag:* (a) Enige werknemer wat in die verfambag soos omskryf in klousule 3 onder “ambagsmanwerk” paragraaf (l) in diens is en nie as 'n leerling soos in subklousule (5) van hierdie klousule bedoel of nie as 'n ambagsman in die verfambag soos in klousule 11 van hierdie Ooreenkoms bedoel, op die datum wat hierdie subklousule in werking tree, geregistreer is nie, moet registreer as 'n leerling klas 2, en moet opleiding ontvang soos deur hierdie klousule bepaal word en al die opleidingsmodules binne 18 maande vanaf registrasie as 'n leerling, klas 2 klaarmaak.

(b) Enige werknemer in besit van 'n ambagsmanskaart in die verfambag, wat nie 'n vakoets op die datum van in werking treding van hierdie subklousule geslaag het nie, moet deur konsultasie en skriftelike ooreenkoms met sy werkgewer opleiding ontvang en die vakoets soos in hierdie klousule bedoel, slaag: Met dien verstande dat die loon van sodanige werknemer nie verlaag moet word nie, behalwe dat wanneer die werknemer van werkgewer verander, sy loon verlaag kan word tot die loon van 'n ambagsman se assistent soos voorgeskryf in subklousule 16 (1) (e) tot tyd en wyl hy die vakoets geslaag het.”

3. CLAUSE 16: WAGES

1. Substitute the following for the table in subclause (1):

	"Area A Cents per hour	Area B Cents per hour
(a) (i) Probationary general worker ...	433	367
(ii) General worker	508	433
(b) Hoist operator	530	451
(c) Power crane driver, floor sander, stone polisher and terrazzo worker	555	471
(d) Learner artisan:		
(i) Learner, Class 3, and learners in the second year registered under the former agreement	609	519
(ii) Learner, Class 2, and learners in the third year registered under the former agreement	709	604
(iii) Learner, Class 1, and learners in the fourth year registered under the former agreement	910	775
(e) Artisan's assistant/blocklayer	910	775
(f) Artisan	1 178	1 003
(g) Craftsman and foreman	1 325	1 128
	<i>R per week</i>	<i>R per week</i>
(h) Driver:		
(i) Over 6 m tons	291,17	247,51
(ii) 3-6 m tons	247,76	210,59
(iii) Other vehicles	215,28	183,00
(i) Security guard	210,09	178,58
	<i>Cents per hour</i>	<i>Cents per hour</i>
(j) Cleaner	356	303
(k) Apprentice:		
(i) First year	609	519
(ii) Second year	709	604
(iii) Third year	910	775
(l) Painter	n/a	903"

2. Substitute the following for the first paragraph of subclause 16 (6) (a):

"(6) *Payment for public holidays:* (a) In addition to other remuneration payable in terms of this Agreement, an employer shall remunerate each of his employees in respect of the public holidays Human Rights Day, Good Friday, Family Day, Constitution Day, Workers' Day, Youth Day, Women's Day and Heritage Day if they fall on any day from Monday to Friday, at the basic rate of pay and for the normal daily working hours of each such employee."

3. Substitute the following for subclause 16 (6) (b):

(b) Remuneration for Day of Reconciliation, New Year's Day, Christmas Day and Day of Goodwill shall be made by way of weekly contributions as prescribed in clause 28 of this Agreement, and contributions so made shall be paid to the employee by the Council, together with the annual leave pay (holiday pay) in December of each year."

3. KLOUSULE 16: LONE

1. Vervang die tabel in subklousule (1) deur die volgende:

	"Gebied A Sent per uur	Gebied B Sent per uur
(a) (i) Proef algemene werker	433	367
(ii) Algemene werker	508	433
(b) Hyserbediener	530	451
(c) Kraghyskraandrywer, vloerskuurder, klippoleerder en terrazzo- werker	555	471
(d) Leerlingambagsman:		
(i) Leerling klas 3 en leerlinge in die tweede jaar, geregistreer kragtens die vorige ooreen- koms	609	519
(ii) Leerling klas 2, en leerlinge in die derde jaar, geregistreer kragtens die vorige ooreen- koms	709	604
(iii) Leerling klas 1 en leerlinge in die vierde jaar, geregistreer kragtens die vorige ooreen- koms	910	775
(e) Ambagsman se assistent/bloklêer ...	910	775
(f) Ambagsman	1 178	1 003
(g) Vakman en voorman	1 325	1 128
	<i>R per week</i>	<i>R per week</i>
(h) Drywer:		
(i) Meer as 6 metrieke ton	291,17	247,51
(ii) 3-6 metrieke ton	247,76	210,59
(iii) Ander voertuie	215,28	183,00
(i) Veiligheidswag	210,09	178,58
	<i>Sent per uur</i>	<i>Sent per uur</i>
(j) Skoonmaker	356	303
(k) Vakleerling:		
(i) Eerste jaar	609	519
(ii) Tweede jaar	709	604
(iii) Derde jaar	910	775
(l) Verwer	Nvt	903"

2. Vervang die eerste paragraaf in subklousule 16 (6) (a) deur die volgende:

"(6) *Betaling vir openbare vakansiedae:* (a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgever elke werknemer ten opsigte van die openbare vakansiedae Menseregterdag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag en Erfenisdag, indien hulle op enige dag vanaf Maandag tot Vrydag val, besoldig teen die basiese loon en vir die gewone daaglikse werkure van elke sodanige werknemer."

3. Vervang subklousule 16 (6) (b) deur die volgende:

(b) Besoldiging vir Versoeningsdag, Nuwejaarsdag, Kersdag en Welwillendheidsdag moet gemaak word deur middel van weeklikse bydraes soos voorgeskryf in klousule 28 van hierdie Ooreenkoms, en die bydraes moet in Desember elke jaar deur die Raad aan die werknemer saam met sy jaarlikse verlofgeld (vakansiebetaling) uitbetaal word."

4. CLAUSE 17: PAYMENT OF WAGES AND OVERTIME

Substitute the following for subclause 17 (4) (d):

"(d) with the written consent of his employee, a deduction in respect of the repayment or part repayment of any loan or advance on wages owing by such employee to his employer: Provided that such deduction shall not in any one week exceed one third of the employee's total remuneration: Provided further that the determination of one third shall not apply if the employee gives his written consent to his employer to deduct monies in respect of arrear rental or arrear bond repayments for his house;"

5. CLAUSE 18: TERMINATION OF EMPLOYMENT

Substitute the following for subclauses (1), (2) and (3):

"(1) Subject to the right of an employer or employee to terminate employment without notice for any good cause recognised as such by law, an employer desirous of terminating the services of an employee and any employee desirous of terminating an engagement with an employer shall give not less than seven calendar days' notice on any working day, the minimum period of which shall become operative on that working day: Provided that—

(i) an employer who does not require an employee to work out the minimum period of notice, shall pay the employee for all the notice hours not required to be worked;

(ii) an employee who gives notice to an employer shall continue working until finishing time on the last day of the minimum notice period at the work for which he was engaged.

For the purposes of this clause, 'working day' means any day prescribed in or as may be laid down in accordance with the provisions of clause 13.

(2) Should an employee cease work without having given to his employer the notice prescribed in subclause (1), the employer may deduct from any wages due to such employee an amount equivalent to the wages payable in terms of clause 16 for a period equal to such notice: Provided that should such deduction exceed the wages due to the employee the employer may submit a claim supported by an affidavit to the Council to deduct from the holiday pay due to the employee in December that year an amount equivalent to the balance of the deduction, which amount shall not be payable by the Council to the employer before the Council has attempted to trace the employee at his latest known address and satisfied itself that a reasonable attempt has been made to verify that the claim is in order.

(3) The provisions of subclauses (1) and (2) shall not apply unless an employee has worked for at least twenty consecutive days for the same employer, and failing which two hours' notice shall apply."

6. CLAUSE 19: STORAGE AND PROVISION OF TOOLS

(1) In subclause (4) (b), insert the following:

"electric jigsaw instead of any five saws".

(2) In subclause 7 (a), delete the expression "crowbars."

(3) In subclause (7) (d) (xii), delete the expression "sheet metal worker's mallet and".

(4) Insert the following subclause (7) (d) (xv):

"(xv) pipe bending machine over 20 mm".

4. KLOUSULE 17: BETALING VAN LONE EN OORTYD-BESOLDIGING

Vervang subklousule 17 (4) (d) deur die volgende:

"(d) met die skriftelike toestemming van sy werknemer 'n bedrag vir die terugbetaling of gedeeltelike terugbetaling van 'n lening of voorskot op sy loon wat so 'n werkgewer aan sy werknemer verskuldig is: Met dien verstande dat sodanige aftrekking in 'n bepaalde week hoogstens een derde van die werknemer se totale besoldiging is: Met dien verstande voorts dat die bepaling van een derde nie van toepassing sal wees as die werknemer skriftelik versoek dat sy werkgewer geld aftrek vir agterstallige huur of agterstallige verbandbetaling op sy eie huis nie;"

5. KLOUSULE 18: DIENSBEËINDIGING

Vervang subklousules (1), (2) en (3) deur die volgende:

"(1) Behoudens die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regs-geldige rede te beëindig, moet 'n werkgewer wat die dienste van 'n werknemer wil beëindig en 'n werknemer wat sy diens by 'n werkgewer wil beëindig, minstens sewe kalender dae kennis op enige werkdag gee, en die minimum tydperk van sodanige kennisgewing tree op daardie werkdag in werking: Met dien verstande dat—

(i) 'n werkgewer wat nie van 'n werknemer vereis om die minimum kennisgewingstydperk af te werk nie, die werknemer moet betaal vir al die kennisgewingsure wat nie van hom vereis word om te werk nie;

(ii) 'n werknemer wat aan 'n werkgewer kennis gee, tot uitskeityd op die laaste dag van die minimum kennisgewingstydperk moet aanhou met die werk waarvoor hy in diens geneem is.

Vir die toepassing van hierdie klousule beteken 'werkdag' 'n dag wat voorgeskryf is in of wat bepaal word ooreenkomstig klousule 13.

(2) Indien 'n werknemer ophou werk sonder dat hy sy werkgewer kennis gegee het soos in subklousule (1) voorgeskryf, kan die werkgewer van die loon wat aan so 'n werknemer verskuldig is, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 16 betaalbaar is vir 'n tydperk gelyk aan sodanige kennisgewingstydperk: Met dien verstande dat, indien sodanige aftrekking die loon wat aan die werknemer verskuldig is, oorskry, die werkgewer 'n eis, gestaaf deur 'n beëdigde verklaring, by die Raad kan indien om 'n bedrag gelyk aan die uitstaande bedrag onafgetrek, van die vakansietydperk-betaling wat in Desember daardie jaar aan die werknemer verskuldig is, af te trek, nadat die Raad die werknemer by sy jongste adres soos aan die Raad bekend, probeer opspoor het 'en sodoende 'n genoegsame poging aangewend het om homself te vergewis dat die eis in orde is.

(3) Subklousules (1) en (2) is nie van toepassing nie tensy 'n werknemer minstens twintig agtereenvolgende dae vir dieselfde werkgewer gewerk het, en indien nie, geld twee uur kennis."

6. KLOUSULE 19: BÊRE EN VERSKAFFING VAN GEREEDSKAP

(1) In subklousule (4) (b), voeg die volgende in:

"elektriese uitsnysaag in stede van enige vyf sae".

(2) In subklousule (7) (a), skrap die uitdrukking "koevoete".

(3) In subklousule (7) (d) (xii), skrap die uitdrukking "plaatmetaalwerkershamer en".

(4) Voeg by subklousule (7) (d) (xv):

"(xv) pypbuigskroef wat langer as 20 mm is".

7. CLAUSE 28: HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

Substitute the following for the table in subclause (1) (a):

"Class of employee"	Area A	Area B
	Per week R	Per week R
Employees for whom wages are prescribed in—		
(i) clause 16 (1) (a) (ii), (h) (iii) and (i)	10,90	9,20
(ii) clause 16 (1) (a) (i)	12,80	10,90
(iii) clause 16 (1) (b)	13,30	11,30
(iv) clause 16 (1) (c)	14,00	11,80
(v) clause 16 (1) (d) (i) and (k) (i)	15,30	13,00
(vi) clause 16 (1) (d) (ii) and (k) (ii)	17,80	15,20
(vii) clause 16 (1) (d) (iii), (e) and (k) (iii)	22,90	19,50
(viii) clause 16 (1) (f)	29,60	25,20
(ix) clause 16 (1) (g)	33,30	28,40
(x) clause 16 (1) (h) (i)	16,60	14,10
(xi) clause 16 (1) (h) (ii)	14,20	12,00
(xii) clause 16 (1) (j)	9,00	7,60
(xiii) clause 16 (1) (l)	n/a	22,70"

8. CLAUSE 29: PENSION FUND

Substitute the following for the table in subclause (1) (a):

"Class of employee"	Area A	Area B
	Per week R	Per week R
Employees for whom wages are prescribed in—		
(i) clause 16 (1) (a) (ii), (h) (iii) and (i)	32,40	27,60
(ii) clause 16 (1) (b)	33,80	28,80
(iii) clause 16 (1) (c)	35,40	30,00
(iv) clause 16 (1) (d) (i) and (k) (i)	38,90	33,10
(v) clause 16 (1) (d) (ii) and (k) (ii)	45,20	38,50
(vi) clause 16 (1) (d) (iii), (e) and (k) (iii)	58,10	49,40
(vii) clause 16 (1) (f)	75,20	64,00
(viii) clause 16 (1) (g)	84,50	72,00
(ix) clause 16 (1) (h) (i)	42,20	35,90
(x) clause 16 (1) (h) (ii)	35,90	30,50
(xi) clause 16 (1) (l)	n/a	57,60"

9. CLAUSE 30: TRADE UNION SICK BENEFIT FUND DEDUCTIONS

Substitute the following for subclause (1):

"(1) Every employer shall, at the written request of an employee in his employ who is a member of any of the trade unions which are parties to the Agreement, deduct from the wages of each such employee of the under-mentioned classes in respect of each pay-week the amounts specified hereunder:

Class of employee	Per week
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (d), (e) and (k)	1,60
(ii) clause 16 (1) (g), (f) and (l)	2,00"

10. CLAUSE 31: SICK PAY FUND FOR THE BUILDING INDUSTRY

Substitute the following for the table in subclause (2) (a):

"Class of employee"	Per week R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (a) (i) and (ii), (b), (c) (h) (ii) and (iii), (i) and (j)	2,65
(ii) clause 16 (1) (d) (i), (h) (i) and (k) (i)	2,92
(iii) clause 16 (1) (d) (ii) and (k) (ii)	5,45
(iv) clause 16 (1) (d) (iii), (e) and (k) (iii)	7,03
(v) clause 16 (1) (f), (g) and (l)	8,92"

7. KLOUSULE 28: VAKANSIEFONDS, VERLOF-BETALING EN STABILISASIEFONDS

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

"Klas werknemer"	Gebied A	Gebied B
	Per week R	Per week R
Werknemers vir wie lone voorgeskryf word by—		
(i) klousule 16 (1) (a) (ii), (h) (iii) en (i)	10,90	9,20
(ii) klousule 16 (1) (a) (i)	12,80	10,90
(iii) klousule 16 (1) (b)	13,30	11,30
(iv) klousule 16 (1) (c)	14,00	11,80
(v) klousule 16 (1) (d) (i) en (k) (i)	15,30	13,00
(vi) klousule 16 (1) (d) (ii) en (k) (ii)	17,80	15,20
(vii) klousule 16 (1) (d) (iii), (e) en (k) (iii)	22,90	19,50
(viii) klousule 16 (1) (f)	29,60	25,20
(ix) klousule 16 (1) (g)	33,30	28,40
(x) klousule 16 (1) (h) (i)	16,60	14,10
(xi) klousule 16 (1) (h) (ii)	14,20	12,00
(xii) klousule 16 (1) (j)	9,00	7,60
(xiii) klousule 16 (1) (l)	Nvt	22,70"

8. KLOUSULE 29: PENSIENFONDS

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

"Klas werknemer"	Gebied A	Gebied B
	Per week R	Per week R
Werknemers vir wie lone voorgeskryf word by—		
(i) klousule 16 (1) (a) (ii), (h) (iii) en (i)	32,40	27,60
(ii) klousule 16 (1) (b)	33,80	28,80
(iii) klousule 16 (1) (c)	35,40	30,00
(iv) klousule 16 (1) (d) (i) en (k) (i)	38,90	33,10
(v) klousule 16 (1) (d) (ii) en (k) (ii)	45,20	38,50
(vi) klousule 16 (1) (d) (iii), (e) en (k) (iii)	58,10	49,40
(vii) klousule 16 (1) (f)	75,20	64,00
(viii) klousule 16 (1) (g)	84,50	72,00
(ix) klousule 16 (1) (h) (i)	42,20	35,90
(x) klousule 16 (1) (h) (ii)	35,90	30,50
(xi) klousule 16 (1) (l)	Nvt	57,60"

9. KLOUSULE 30: AFTREKKING VIR SIEKTE-BYSTANDSFONDS VIR VAKVERENIGINGS

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgever moet op skriftelike versoek van 'n werknemer in sy diens wat 'n lid is van enige van die vakverenigings wat partye by die Ooreenkoms is, van die loon van elke sodanige werknemer van ondergenoemde klasse en ten opsigte van elke betaalweek die bedrae hieronder gemeld aftrek:

Klas werknemer	Per week
Werknemers vir wie lone voorgeskryf word by—	
(i) klousule 16 (1) (d), (e) en (k)	1,60
(ii) klousule 16 (1) (g), (f) en (l)	2,00"

10. KLOUSULE 31: SIEKEFONDS VIR DIE BOUNYWERHEID

Vervang die tabel in subklousule (2) (a) deur die volgende:

"Klas werknemer"	Per week R
Werknemers vir wie lone voorgeskryf word by—	
(i) klousule 16 (1) (a) (i) en (ii), (b), (c) (h) (ii) en (iii), (i) en (j)	2,65
(ii) klousule 16 (1) (d) (i), (h) (i) en (k) (i)	2,92
(iii) klousule 16 (1) (d) (ii) en (k) (ii)	5,45
(iv) klousule 16 (1) (d) (iii), (e) en (k) (iii)	7,03
(v) klousule 16 (1) (f), (g) en (l)	8,92"

11. CLAUSE 32: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

"(1) Every employer shall deduct from the wages of an employee in his employ who is a member of any of the trade unions which are parties to the Agreement and for whom wages are prescribed in the undermentioned classes in respect of each payweek the amounts specified hereunder:

Class of employee	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (a) (i) and (j)	1,75
(ii) clause 16 (1) (b), (c) (d), (e), (h) and (k)	2,65
(iii) clause 16 (1) (f), (g) and (l)	3,50"

12. CLAUSE 33: SPECIAL MEMBERSHIP LEVY—EMPLOYERS

In subclause (1), substitute the expression "80 cents" for the expression "50 cents".

13. CLAUSE 41: LEVELS OF BARGAINING IN THE INDUSTRY

Insert the following clause 41:

"41. LEVELS OF BARGAINING IN THE INDUSTRY

(1) Subject to subclause (2)—

(a) the Council shall be the sole forum for negotiating matters contained in the Agreement;

(c) no employee or employer shall be compelled by industrial action, litigation or otherwise to negotiate on matters contained in the Agreement at any other level during the currency of the Agreement.

(2) Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Council, are in existence, the parties to such arrangement may, by mutual agreement, modify or suspend or terminate such bargaining arrangement in order to comply with subclause (1). In the event of the parties to such arrangements failing to agree to modify or suspend or terminate such arrangements by the date of implementation of the Agreement, the gazetted hourly wage increments shall be added to the actual hourly wage rate being paid at the date of publication to each employee effected by such arrangement until the parties to such arrangement agree otherwise".

Signed at Cape Town this 31st day of August 1995.

L. GLASER,
Chairman.

L. P. DAGNIN,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

No. R. 1672

27 October 1995

LABOUR RELATIONS ACT, 1956**LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL): RE-ENACTMENT OF PROVIDENT 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 which appears in the Schedule

11. KLOUSULE 32: LEDEGELD VIR VAKVERENIGINGS

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer moet van die loon van elke werknemer in sy diens wat 'n lid is van enige van die vakverenigings wat partye by die Ooreenkoms is en vir wie lone in ondergenoemde klasse voorgeskryf word ten opsigte van elke betaalweek die bedrae hieronder gemeld, aftrek:

Klas werknemer	Per week
	R
Werknemers vir wie lone voorgeskryf word by	
(i) klousule 16 (1) (a) (i) en (j)	1,75
(ii) klousule 16 (1) (b), (c) (d), (e), (h) en (k)	2,65
(iii) klousule 16 (1) (f), (g) en (l)	3,50"

12. KLOUSULE 33: SPESIALE LIDMAATSKAPSHEFFING—WERKGEWERS

In subklousule (1) vervang die uitdrukking "50c" deur die uitdrukking "80c".

13. KLOUSULE 41: VLAKKE VAN ONDERHANDELING IN DIE NYWERHEID

Voeg die volgende klousule 41 in:

"41. VLAKKE VAN ONDERHANDELING IN DIE NYWERHEID

(1) Behoudens subklousule (2)—

(a) is die Raad die enigste forum vir onderhandelingsaangeleenthede vervat in die Ooreenkoms;

(c) mag geen werknemer of werkgewer by wyse van arbeidsoptrede, gedingvoering of andersins verplig word om gedurende die geldigheidstermyn van die Ooreenkoms oor aangeleenthede wat in die Ooreenkoms vervat is, op enige ander vlak te onderhandel nie.

(2) Waar onderhandelingsreëlings op fabrieks- en maatskappyvlak bestaan, uitgesonderd ooreenkomste wat onder beskerming van die Raad gesluit is, kan die partye by so 'n reëling by onderlinge ooreenkoms sodanige onderhandelingsreëlings wysig of opskort of beëindig ten einde aan subklousule (1) te voldoen. Indien die partye by sodanige reëlings nie teen die datum van inwerkingtreding van die Ooreenkoms tot 'n vergelyk kom om sodanige reëlings te wysig of op te skort of te beëindig nie, word die vasgestelde uurloonverhogings soos in die Staatskoerant vervat, totdat die partye by so 'n reëling anders ooreenkom, bygetel by die werklike uurloon wat op die datum van publikasie aan elke werknemer wat deur so 'n reëling geraak word, betaal word."

Onderteken te Kaapstad op hede die 31ste dag van Augustus 1995.

L. GLASER,
Voorsitter.

L. P. DAGNIN,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 1672

27 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956**WASSERY-, DROOGSKOONMAAK- EN KLEUR-NYWERHEID (NATAL): HERBEKRAGTING VAN VOORSORGFONDSOOREENKOMS**

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

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 29 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 Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 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 29 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 area specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL)

PROVIDENT FUND AGREEMENT

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

Natal Laundry, Cleaners' and Dyers' Association

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

South African Clothing and Textile 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 Laundry, Cleaning and Dyeing Industry (Natal).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Natal) —

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

(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), Pinetown, Chatsworth and Inanda (excluding the areas falling outside a 24,14 km radius of the General Post Office, Durban).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in the Main Agreement and who are in receipt of a wage not exceeding R288,68 per week, R1 250 per month or R15 000 per annum.

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 29 February 1996 or for such period as may be determined by him.

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 29 Februarie 1996 eindig, bindend is vir die werkgewers-organisasie 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) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 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 gebied in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE WASSERY-, DROOG-SKoonMAAK- EN KLEURNYWERHEID (NATAL)

VOORSORGFONDSOORENKOMS

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

Natal Laundry, Cleaners' and Dyers' Association

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal).

1. TOEPASSINGSBESTEK VAN OORENKOMS

(1) Hierdie Ooreenkoms moet in die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal), nagekom word —

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

(b) in die landdrostdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Pinetown, Chatsworth en Inanda (uitgesonderd die gebiede wat buite 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val).

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in die Hofooreenkoms voorgeskryf word en wat 'n loon van hoogstens R288,68 per week, R1 250 per maand of R15 000 per jaar ontvang.

2. GELDIGHEDSDUUR VAN OORENKOMS

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 29 Februarie 1996 of vir die tydperk wat hy bepaal.

3. SPECIAL PROVISIONS

The provisions of clause 15 of the Agreement published under Government Notice R. 171 of 31 January 1975 (hereinafter referred to as the "Former Agreement") as further extended, renewed and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 14 and 16 to 18 of the Former Agreement, as extended, renewed and amended from time to time, shall apply to employers and employees.

This Agreement signed at Durban on behalf of the parties, this 10th day of August 1995.

N. ZARADOUKIS,

for Natal Laundry, Cleaners' and Dyers' Association.

J. NGCOBO,

for SACTWU.

H. LEVIN,

Secretary of the Council.

No. R. 1673

27 October 1995

LABOUR RELATIONS ACT, 1956

TEXTILE INDUSTRY, REPUBLIC OF SOUTH AFRICA: 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 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 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 Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 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 area specified in clause 1 of the said Agreement.

T. T. MBOWENI,

Minister of Labour.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousule 15 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 171 van 31 Januarie 1975 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd verleng, hernieu en gewysig, is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 tot 14 en 16 tot 18 van die Vorige Ooreenkoms soos van tyd tot tyd verleng, hernieu en gewysig, is van toepassing op sowel werkgewers as werknemers.

Namens die partye op hede die 10de dag van Augustus 1995, te Durban onderteken.

N. ZARADOUKIS,

vir Natal Laundry, Cleaners' and Dyers' Association.

J. NGCOBO,

vir SACTWU.

H. LEVIN,

Sekretaris van die Raad.

No. R. 1673

27 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956

TEKSTIELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA: 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 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 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

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

T. T. MBOWENI,

Minister van Arbeid.

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

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

National Textile Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

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

to amend the Agreement published under Government Notice No. R. 2069 of 21 September 1979, as amended and renewed by Government Notices Nos. R. 207 and R. 208 of 5 February 1982, R. 43 and R. 44 of 4 January 1985, R. 78 of 17 January 1986, R. 501 of 21 March 1986, R. 65 of 9 January 1987, R. 1159 of 29 May 1987, R. 2840 of 24 December 1987, R. 997 and R. 998 of 27 May 1988, R. 389 and R. 390 of 23 February 1990, R. 413 and R. 414 of 1 March 1991, R. 3139 and R. 3140 of 20 December 1991, R. 2039 of 17 July 1992, R. 3034 of 30 October 1992, R. 1244 of 16 July 1993, R. 1996 of 22 October 1993, R. 1117 of 24 June 1994, R. 1873 of 4 November 1994, R. 1997 of 25 November 1994, R. 390 of 10 March 1995; and R. 873 of 15 June 1995.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) in the Republic of South Africa, as it existed prior to the promulgation of the constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993); and

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

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

2. CLAUSE 3: DEFINITIONS

Insert the following after the definition of "heavy motor vehicle driver":

"'grading' means the classifying of jobs, which shall be based on Paterson Decision Band Methodology."

3. CLAUSE 4: REMUNERATION

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

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

(b) Every employee who, for the pay-week immediately preceding the date of coming into operation of this Agreement was receiving from his employer a wage in excess of the rate specified for his class of work in the previous Annexure to this Agreement shall, if in the

BYLAE**NASIONALE NYWERHEIDSRaad VIR DIE TEKSTIEL-NYWERHEID VAN DIE REPUBLIEK VAN SUID-AFRIKA****OOREENKOMS**

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

National Textile Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

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

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2069 van 21 September 1979, soos gewysig en hernieu by Goewermentskennisgewings. Nos. R. 207 en R. 208 van 5 Februarie 1982, R. 43 en R. 44 van 4 Januarie 1985, R. 78 van 17 Januarie 1986, R. 501 van 21 Maart 1986, R. 65 van 9 Januarie 1987, R. 1159 van 29 Mei 1987, R. 2840 van 24 Desember 1987, R. 997 en R. 998 van 27 Mei 1988, R. 389 en R. 390 van 23 Februarie 1990, R. 413 en R. 414 van 1 Maart 1991, R. 3139 en R. 3140 van 20 Desember 1991, R. 2039 van 17 Julie 1992, R. 3034 van 30 Oktober 1992, R. 1244 van 16 Julie 1993, R. 1996 van 22 Oktober 1993, R. 1117 van 24 Junie 1994, R. 1873 van 4 November 1994, R. 1997 van 25 November 1994, R. 390 van 10 Maart 1995; en R. 873 van 15 Junie 1995.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) in die Republiek van Suid-Afrika, soos dit bestaan het voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993); en

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

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

2. KLOUSULE 3: WOORDOMSKRYWING

Voeg die volgende na die woordomskrywing van "drywer van 'n swaar motorvoertuig" in:

"'gradering' die klassifikasie van werksoorte, wat op "Paterson Decision Band Methodology" gebaseer is."

3. KLOUSULE 4: BESOLDIGING

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

"(11) (a) Behoudens klousule 5 mag 'n werkgewer nie 'n kleiner loon betaal en mag 'n werknemer nie 'n kleiner loon aanvaar nie as wat in Aanhangsel A, B of C van hierdie Ooreenkoms vir so 'n werknemer se klas werk voorgeskryf word.

(b) Elke werknemer wat vir die betaalweek onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms van sy werkgewer 'n loon ontvang het wat hoër is as die loon wat vir sy klas werk in die vorige Aanhangsel van hierdie Ooreenkoms voorgeskryf word,

employment of the same employer, be paid, with effect from the date of coming into operation of this Agreement and whilst he continues in such employment, not less than the said wage, plus—

ANNEXURE A [blankets, yarn, coarse curtaining—cl. 3 (a/b)]:

(i) In all areas other than the Magisterial District of East London:

R30,00 per week for Grade A1;
R31,86 per week for Grade A2;
R33,71 per week for Grade A3;
R39,69 per week for Grade B1;
R43,29 per week for Grade B2;
R45,86 per week for Grade B3;
R46,67 per week for Grade B4;

(ii) in the Magisterial District of East London:

R30,00 per week for Grade A1;
R30,50 per week for Grade A2;
R31,00 per week for Grade A3;
R37,39 per week for Grade B1;
R41,82 per week for Grade B2;
R44,11 per week for Grade B3;
R43,87 per week for Grade B4;

ANNEXURE B [canvas, duck, tapes, webbing—cl. 3 (c)]:

In all areas—

R30,00 per week for Grade A1;
R31,00 per week for Grades A2 and A3;
R32,00 per week for Grade B1;
R33,00 per week for Grade B2;
R34,00 per week for Grade B3;
R36,00 per week for Grade B4;
R38,00 per week for Grade B5;
R50,00 per week for Grade "C1"/9;

ANNEXURE C [flock, wadding, felt, underfelt cotton wool—cl. 3 (d)]:

In all areas—

R35,00 per week for Grades A1, A2 and A3;
R36,00 per week for Grades B1, B2 and B3;
R37,00 per week for Grade B4;
R40,00 per week for Grade B5."

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

"(12) *Annual bonus:*

(a) Every Annexure A employee with a full year's service in December each year shall receive a bonus calculated on his gross annual earnings, excluding production, productivity and annual bonus, as follows:

- (i) In December 1995 at 3,5%;
- (ii) in December 1996 at 3,75%;
- (iii) annually thereafter at 4%;

In the event of any employee being compelled to work short time, for the purposes of calculating the annual bonus, such employee shall receive not less than the same percentage rate of his basic wage (inclusive of leave pay, service and shift allowances) for the total period of short time as if he had worked.

(b) Every Annexure B employee with a full year's service in December each year shall receive a bonus calculated on his gross annual earnings, excluding production, productivity and annual bonus, as follows:

(i) In December 1995 at 3% for the period first pay-week January 1995 to 30 June 1995 and at 3,25% thereafter;

moet, indien hy by dieselfde werkgever werksaam is, vanaf die datum van inwerkingtreding van hierdie Ooreenkoms en solank hy in die werk aanbly, besoldig word, teen 'n loon wat nie minder is nie as gemelde loon, plus—

AANHANGSEL A [komberse, garing, growwe gordynstof—kl. 3 (a/b)]:

(i) In alle ander gebiede as die landdrosdistrik Oos-Londen:

R30,00 per week vir Graad A1;
R31,86 per week vir Graad A2;
R33,71 per week vir Graad A3;
R39,69 per week vir Graad B1;
R43,29 per week vir Graad B2;
R45,86 per week vir Graad B3;
R46,67 per week vir Graad B4;

(ii) in die landdrosdistrikte Oos-Londen:

R30,00 per week vir Graad A1;
R30,50 per week vir Graad A2;
R31,00 per week vir Graad A3;
R37,39 per week vir Graad B1;
R41,82 per week vir Graad B2;
R44,11 per week vir Graad B3;
R43,87 per week vir Graad B4;

AANHANGSEL B [seil, seildoek, seilband, growwe seil—kl. 3 (c)]:

In alle gebiede—

R30,00 per week vir Graad A1;
R31,00 per week vir Graad A2 en A3;
R32,00 per week vir Graad B1;
R33,00 per week vir Graad B2;
R34,00 per week vir Graad B3;
R36,00 per week vir Graad B4;
R38,00 per week vir Graad B5;
R40,00 per week vir Graad "C1"/9;

AANHANGSEL C [vlok, watte, vilt, ondervilt—kl. 3 (d)]:

In alle gebiede—

R35,00 per week vir Grade A1, A2 en A3;
R36,00 per week vir Grade B1, B2 en B3;
R37,00 per week vir Graad B4;
R40,00 per week vir Graad B5."

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

"(12) *Jaarlikse bonus:*

(a) Elke Aanhangel A-werknemer met 'n volle jaar diens moet elke jaar in Desember 'n bonus ontvang bereken op sy bruto jaarlikse verdienste, uitgesonderd produksie, produktiwiteit en jaarlikse bonus, soos volg:

- (i) In Desember 1995 teen 3,5%;
- (ii) In Desember 1996 teen 3,75%;
- (iii) Elke jaar daarna teen 4%;

Ingeval enige werknemer verplig word om korttyd te werk, moet sodanige werknemer, vir die doeleindes van die berekening van die jaarlikse bonus, minstens dieselfde persentasiekoers ontvang van sy basiese loon (met inbegrip van verlofbesoldiging en diens- en skof-toelaes) vir die totale tydperk van korttyd asof hy gewerk het.

(b) Elke Aanhangel B-werknemer met 'n volle jaar diens moet elke jaar in Desember 'n bonus ontvang bereken op bruto jaarlikse verdienste, uitgesonderd produksie, produktiwiteit en jaarlikse bonus, soos volg:

(i) In Desember 1995 teen 3% vir die tydperk eerste loonweek Januarie 1995 tot 30 Junie 1995 en teen 3,25% daarna;

- (ii) annually thereafter at 3,25%;

In the event of any employee being compelled to work short time, for the purposes of calculating the annual bonus, such employee shall receive no less than the same percentage rate of his basic wage (inclusive of leave pay, service and shift allowances) for the total period of short time as if he had worked.

(c) Every Annexure C employee with a full year's service in December each year shall receive a bonus calculated on his gross annual earnings, excluding production, productivity and annual bonus, as follows:

- (i) In December 1995 at 3%;

(ii) In December 1996 at 3,25% for the period first pay-week January 1996 to 30 June 1996 and at 3,5% thereafter;

- (iii) annually thereafter at 3,5%.

In the event of any employee being compelled to work short time, for the purposes of calculating the annual bonus, such employee shall receive no less than the same percentage rate of his basic wage (inclusive of leave pay, service and shift allowances) for the total period of short time as if he had worked.

(d) Employees having less than a full year's service shall be paid a *pro rata* amount."

4. CLAUSE 5: PAYMENT OF REMUNERATION

In subclause (1), add the following:

"With the written consent of an employee, payment may be made by cheque or by means of electronic transfer into an account in his name, at a registered financial institution."

5. CLAUSE 7: ANNUAL LEAVE

In subclause (3) (c) (i) (aa), substitute the expression "Day of Reconciliation" for the expression "Day of the Vow" and insert the expression "Day of Goodwill" after the expression "Christmas Day".

6. CLAUSE 9: PUBLIC HOLIDAYS AND SUNDAYS

Substitute the following for subclause (1):

"(1) *Public holidays*: All employees, except a security guard and guard, shall be entitled to and be granted leave on all days referred to in the Public Holidays Act, 1994 (Act No. 36 of 1994), and shall be paid in respect of each such day not less than the remuneration to which he would ordinarily have been entitled had he worked on that day: Provided that—

(i) any public holiday shall be exchangeable for any other day which is fixed by agreement or agreed to between an employer and an employee;

(ii) whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday;

(iii) an employee may be required to work on any such day;

(iv) if Day of Reconciliation falls on a Saturday, a five-day week employee shall be entitled to be paid therefor at the rate of one fifth of his normal weekly wage.

In addition, an employee, except a security guard and guard, shall be entitled to be granted leave of one hour on full pay, on the 18th of July annually, at a time agreed between management and the shop stewards/employee representatives in each establishment."

- (ii) Elke jaar daarna teen 3,25%;

Ingeval enige werknemer verplig word om korttyd te werk, moet sodanige werknemer, vir die doeleindes van die berekening van die jaarlikse bonus, minstens dieselfde persentasiekoers ontvang van sy basiese loon (met inbegrip van verlofbesoldiging en diens- en skof-toelaes) vir die totale tydperk van korttyd asof hy gewerk het.

(c) Elke Aanhangel C-werknemer met 'n volle jaar diens moet elke jaar in Desember 'n bonus ontvang bereken op sy bruto jaarlikse verdienste, uitgesonderd produksie, produktiwiteit en jaarlikse bonus, soos volg:

- (i) In Desember 1995 teen 3%;

(ii) In Desember 1996 teen 3,25% vir die tydperk eerste loonweek Januarie 1996 tot 30 Junie 1996 en teen 3,5% daarna;

- (iii) Elke jaar daarna teen 3,5%.

Ingeval enige werknemer verplig word om korttyd te werk, moet sodanige werknemer, vir die doeleindes van die berekening van die jaarlikse bonus, minstens dieselfde persentasiekoers ontvang van sy basiese loon (met inbegrip van verlofbesoldiging en diens- en skof-toelaes) vir die totale tydperk van korttyd asof hy gewerk het.

(d) Werknemers met minder as 'n volle jaar diens moet 'n *pro rata*-bedrag betaal word."

4. KLOUSULE 5: BETALING VAN BESOLDIGING

In subklousule (1), voeg die volgende by:

"Met die skriftelike toestemming van 'n werknemer, kan betaling per tjek gedoen word of deur middel van elektroniese oorplasing na 'n rekening op sy naam, by 'n geregistreerde finansiële instelling."

5. KLOUSULE 7: JAARLIKSE VERLOF

In subklousule (3) (c) (i) (aa), vervang die uitdrukking "Geloftedag" deur die uitdrukking "Versoeningsdag" en voeg "Welwillendheidsdag" na "Kersdag" in.

6. KLOUSULE 9: OPENBARE VAKANSIEDAE EN SONDAE

Vervang subklousule (1) deur die volgende:

"(1) *Openbare vakansiedae*: Alle werknemers, uitgesonderd 'n veiligheidswag en wag, is geregtig op verlof en moet verlof toegestaan word op alle dae bedoel in die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994), en moet ten opsigte van elke sodanige dag minstens die loon betaal word waarop hy gewoonlik geregtig sou gewees het as hy op daardie dag gewerk het: Met dien verstande dat—

(i) 'n openbare vakansiedag uitruilbaar is vir enige ander dag wat by wyse van ooreenkoms bepaal is en waarvoor 'n werkgewer en werknemer ooreengekom het;

(ii) waar enige openbare vakansiedag op 'n Sondag val, die volgende Maandag 'n openbare vakansiedag is;

(iii) daar van 'n werknemer vereis kan word om op so 'n dag te werk;

(iv) indien Versoeningsdag op 'n Saterdag val, 'n werknemer wat vyf dae per week werk, geregtig is om een vyfde van sy gewone werkloon daarvoor betaal te word.

Daarbenewens is 'n werknemer, uitgesonderd 'n veiligheidswag en wag, geregtig op verlof, en moet verlof aan hom toegestaan word, van een uur met volle besoldiging jaarliks op 18 Julie, op 'n tyd waarvoor die bestuur en die werkwinkel-/werknemerverteenwoordigers in elke bedryfsinrigting onderling ooreenkom."

7. CLAUSE 18: COUNCIL LEVIES

Substitute the expression "40 cents" for the expression "30 cents".

8. Insert the following new clause after clause 18:

"18. (A)—JURISDICTION AND CHARGES ATTENDANT UPON COLLECTION OF ARREAR LEVY AND PROVIDENT FUND CONTRIBUTIONS

(1) The Council and employers acknowledge that this Agreement and any amendments thereto was and have been concluded at Durban.

(2) The Council and employers further acknowledge that all levy and provident fund contributions payable in terms of this Agreement shall be due and payable at Durban.

(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 1944), 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 levy and provident fund 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) Whenever it becomes necessary or expedient for the Council to institute action in a civil court for the recovery of any amount of money deducted by an employer from any moneys due to an employee but not paid over to the Council, then and in such event the debtor will be liable for all legal costs incurred by the Council in recovery of the amount due, including costs on attorney and client scale in the event of a legal practitioner having been instructed by the Council to collect the amount."

9. Insert the following new clause after clause 18 (A):

"18. (B)—SACTWU EDUCATION BURSARY SCHEME

Every employer to whom this Agreement applies shall pay 20 cents per week for each party trade union member in his employ to the SACTWU Education Bursary Scheme. The total amount for each month shall be paid to the SACTWU Finance Department, P.O. Box 18359, Dalbridge, 4014, by not later than the 15th day of the following month."

7. KLOUSULE 18: HEFFINGS DEUR DIE RAAD

Vervang die uitdrukking "30 sent" deur die uitdrukking "40 sent".

8. Voeg die volgende nuwe klousule na klousule 18 in:

"18. (A)—JURISDIKSIE EN KOSTES BYKOMEND TOT DIE INVORDERING VAN AGTERSTALLIGE HEFFINGS EN VOORSORGFONDSBYDRAES

(1) Die Raad en werkgewers erken dat hierdie Ooreenkoms en enige wysigings daartoe aangegaan is te Durban.

(2) Die Raad en werkgewers erken verder dat alle heffings en voorsorgfondsbysdraes wat uit hoofde van hierdie Ooreenkoms betaalbaar is, te Durban 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 1944), 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 heffings en voorsorgfondsbysdrae 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 goedgekeurde geregtig afstand te doen van die betaling van sodanige rente of gedeelte daarvan.

(6) Wanneer dit nodig of dienstig word dat die Raad 'n siviele geding in 'n siviele hof instel ten einde enige bedrag te verhaal van gelde afgetrek deur 'n werkgewer van enige gelde verskuldig aan 'n werknemer, wat nie aan die Raad oorbetal is nie, kan die debiteur aanspreeklik gehou word vir enige regskoste aangegaan deur die Raad om die verskuldigde bedrag te verhaal, insluitende koste aangegaan op die basis van prokureur en kliënt in die geval dat 'n regspraktisyn deur die Raad opdrag gegee is om die bedrag te vorder."

9. Voeg die volgende nuwe klousule na klousule 18 (A) in:

"18. (B)—SACTWU-STUDIEBEURSSKEMA

Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet 20 sent per week vir elke partyvakverenigingslid in sy diens, aan die SACTWU-Studiebeursskema betaal. Die volle bedrag vir die betrokke maand moet aan die Afdeling Finansies, SACTWU, Posbus 18359, Dalbridge, 4014, voor die 15de van die volgende maand betaal word."

10. ANNEXURES

Substitute the following for the Annexures to the Agreement:

"ANNEXURE A—Blankets/yarn/coarse curtaining [cl. 3 (a) and (b)]

Grades and experience	With effect from the date of coming into operation of Agreement	
	Per week (i)	Per week (ii)
Grade A1 (1):		
Qualified	R289,12	R281,10
Grade A2 (2+3):		
First three months	R292,23	R283,54
Second three months	R293,47	R286,27
Qualified	R295,50	R286,88
Grade A3 (4):		
First six months	R304,33	R293,10
Second six months	R307,61	R297,46
Qualified	R311,17	R302,11
Grade B1 (5):		
First six months	R312,80	R304,77
Second six months	R317,05	R307,40
Qualified	R319,31	R310,05
Grade B2 (6+7):		
First six months	R337,20	R328,34
Second six months	R341,40	R333,89
Qualified	R353,40	R351,93
Grade B3 (8):		
First six months	R376,41	R365,56
Second six months	R381,41	R371,75
Qualified	R393,41	R391,86
Grade B4 (9):		
First six months	R425,42	R410,12
Second six months	R430,42	R417,06
Qualified	R442,42	R439,62

(i) All areas other than the Magisterial District of East London.

(ii) The Magisterial District of East London.

ANNEXURE B—Canvas/duck/tapes/webbing [cl. 3 (c)]

Grades and experience	With effect from the date of coming into operation of Agreement	
	Per week	
Grade A1 (1):		
Qualified	R299,62	
Grade A2 (2):		
First three months	R299,62	
Second three months	R300,87	
Qualified	R303,11	
Grade A3 (3):		
Qualified	R307,14	
Grade B1 (4):		
First six months	R310,12	
Second six months	R313,14	
Qualified	R316,96	
Grade B2 (5):		
First six months	R313,61	
Second six months	R317,86	
Qualified	R320,12	

10. AANHANGSELS

Vervang die Aanhangsels van die Ooreenkoms deur die volgende:

"AANHANGSEL A—Komberse/garing/growwe gordynstof [kl. 3 (a) en (b)]

Grade en ondervinding	Met ingang van die datum van inwerkingtreding van Ooreenkoms	
	Per week (i)	Per week (ii)
Graad A1 (1):		
Gekwalifiseer	R289,12	R281,10
Graad A2 (2+3):		
Eerste drie maande	R292,23	R283,54
Tweede drie maande	R293,47	R286,27
Gekwalifiseer	R295,50	R286,88
Graad A3 (4):		
Eerste ses maande	R304,33	R293,10
Tweede ses maande	R307,61	R297,46
Gekwalifiseer	R311,17	R302,11
Graad B1 (5):		
Eerste ses maande	R312,80	R304,77
Tweede ses maande	R317,05	R307,40
Gekwalifiseer	R319,31	R310,05
Graad B2 (6+7):		
Eerste ses maande	R337,20	R328,34
Tweede ses maande	R341,40	R333,89
Gekwalifiseer	R353,40	R351,93
Graad B3 (8):		
Eerste ses maande	R376,41	R365,56
Tweede ses maande	R381,41	R371,75
Gekwalifiseer	R393,41	R391,86
Graad B4 (9):		
Eerste ses maande	R425,42	R410,12
Tweede ses maande	R430,42	R417,06
Gekwalifiseer	R442,42	R439,62

(i) Alle ander gebiede as die landdrosdistrik Oos-Londen.

(ii) Die landdrosdistrik Oos-Londen.

AANHANGSEL B—Seil/seildoek/seilband/growwe seil [kl. 3 (c)]

Grade en ondervinding	Met ingang van die datum van inwerkingtreding van Ooreenkoms	
	Per week	
Grade A1 (1):		
Gekwalifiseer	R299,62	
Grade A2 (2):		
Eerste drie maande	R299,62	
Tweede drie maande	R300,87	
Gekwalifiseer	R303,11	
Grade A3 (3):		
Gekwalifiseer	R307,14	
Grade B1 (4):		
Eerste ses maande	R310,12	
Tweede ses maande	R313,14	
Gekwalifiseer	R316,96	
Grade B2 (5):		
Eerste ses maande	R313,61	
Tweede ses maande	R317,86	
Gekwalifiseer	R320,12	

Grades and experience	With effect from the date of coming into operation of Agreement
	Per week
Grade B3 (6):	
First six months.....	R329,14
Second six months	R333,71
Qualified	R337,91
Grade B4 (7):	
Qualified	R360,75
Grade B5 (8):	
Qualified	R386,25
Grade "C1" (9):	
Qualified	R434,25

ANNEXURE C—Flock/wadding/felt/underfelt/cotton wool [cl. 3 (d)]

Grades and experience	With effect from the date of coming into operation of Agreement
	Per week
Grade A1 (1):	
Qualified	R333,12
Grade A2 (2):	
First three months.....	R333,12
Second three months.....	R334,37
Qualified	R335,61
Grade A3 (3 + 4):	
Qualified	R339,64
Grade B1 (5):	
First six months.....	R345,11
Second six months	R349,36
Qualified	R351,62
Grade B2 (6):	
First six months.....	R357,14
Second six months	R361,71
Qualified	R365,91
Grade B3 (7):	
Qualified	R385,25
Grade B4 (8):	
Qualified	R408,25
Grade B5 (9):	
Qualified	R443,00

This Agreement signed at Durban, on behalf of the parties, this 14th day of July 1995.

M. GIBBS,
for NTMA.

J. NGCOBO,
for SACTWU.

A. PARKINSON,
for Secretary of the Council.

Grade en ondervinding	Met ingang van die datum van inwerking-treding van Ooreenkoms
	Per week
Grade B3 (6):	
Eerste ses maande.....	R329,14
Tweede ses maande	R333,71
Gekwalifiseer	R337,91
Grade B4 (7):	
Gekwalifiseer	R360,75
Grade B5 (8):	
Gekwalifiseer	R386,25
Grade "C1" (9):	
Gekwalifiseer	R434,25

AANHANGSEL C—Vlok/watte/ondervilt [kl. 3 (d)]

Grade en ondervinding	Met ingang van die datum van inwerking-treding van Ooreenkoms
	Per week
Graad A1 (1):	
Gekwalifiseer	R333,12
Grade A2 (2):	
Eerste drie maande	R333,12
Tweede drie maande	R334,37
Gekwalifiseer	R335,61
Grade A3 (3 + 4):	
Gekwalifiseer	R339,64
Grade B1 (5):	
Eerste ses maande.....	R345,11
Tweede ses maande	R349,36
Gekwalifiseer	R351,62
Grade B2 (6):	
Eerste ses maande.....	R357,14
Tweede ses maande	R361,71
Gekwalifiseer	R365,91
Grade B3 (7):	
Gekwalifiseer	R385,25
Grade B4 (8):	
Gekwalifiseer	R408,25
Grade B5 (9):	
Gekwalifiseer	R443,00

Hierdie Ooreenkoms onderteken te Durban, namens die partye, op hede die 14de dag van Julie 1995.

M. GIBBS,
vir NTMA.

J. NGCOBO,
vir SACTWU.

A. PARKINSON,
vir Sekretaris van die Raad.

No. R. 1674**27 October 1995**

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

BUILDING INDUSTRY, WESTERN PROVINCE

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 2046 of 29 October 1993 with effect from 1 November 1995.

T. T. MBOWENI,
Minister of Labour.

No. R. 1675**27 October 1995**

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE: RE-ENACTMENT 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 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 1 November 1995 and for the period ending 31 October 1996, 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 clause 1 (1) (a), 2 and 3, shall be binding, with effect from 1 November 1995 and for the period ending 31 October 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.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)

AGREEMENT

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

Master Builders' and Allied Trades Association
(Cape Peninsula)

Boland Meesterbouers en Verwante Bedrywe Vereniging

Master Masons' and Quarry Owners' Association
(South Africa) representing its members in the Monumental Masonry Industry

Small Builders' Association

No. R. 1674**27 Oktober 1995**

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTS-KENNISGEWING

BOUNYWERHEID, WESTELIKE PROVINSIE

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermetskennisgewing No. R. 2046 van 29 Oktober 1993 in met ingang van 1 November 1995.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1675**27 Oktober 1995**

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE: HERBEKRAGTIGING VAN MEDIESE HULPFONDS-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 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 1 November 1995 en vir die tydperk wat op 31 Oktober 1996 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) (a), 2 en 3, met ingang van 1 November 1995 en vir die tydperk wat op 31 Oktober 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE)

OOREENKOMS

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

Master Builders' and Allied Trades Association
(Cape Peninsula)

Boland Meesterbouers en Verwante Bedrywe Vereniging

Master Masons' and Quarry Owners' Association
(South Africa) wat sy lede in die Monumentklip-messelnywerheid verteenwoordig

Small Builders' Association

(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 Operative Masons' Society

South African Woodworker's Union

Building Workers Union

Construction and Allied 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 Building Industry (Western Province).

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

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

(b) in the Boland and in the Cape Peninsula.

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

(a) in respect of the Cape Peninsula apply only to employees for whom wages are prescribed in clause 16 (1) (g) of the Agreement published under Government Notice No. R. 504 of 23 March 1989, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the "Peninsula Agreement");

(b) in respect of the Boland apply only to employees (excluding learners) for whom wages are prescribed in clause 16 (1) (f), (g) and (l) of the Agreement published under Government Notice No. R. 460 of 18 March 1988, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the "Boland Agreement").

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 31 October 1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clause 17 of the Agreement published under Government Notice R. 1280 of 27 June 1980, as amended and extended from time to time (hereinafter referred to as the "Former Agreement") as further extended and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clause 3 to 16, 18 and 19 of the "Former Agreement", as further extended and amended from time to time, shall apply to employers and employees.

(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 Operative Masons' Society

South African Woodworker's Union

Building Workers Union

Construction and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is;

(b) in die Boland en in die Kaapse Skiereiland.

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

(a) ten opsigte van die Kaapse Skiereiland van toepassing slegs op werknemers vir wie lone voorgeskryf word by klousule 16 (1) (g) van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 504 van 23 Maart 1989, insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkoms (hierna die "Skiereiland-ooreenkoms" genoem);

(b) ten opsigte van die Boland van toepassing slegs op werknemers (uitgesonderd leerlinge) vir wie lone voorgeskryf word by klousule 16 (1) (f), (g) en (l) van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 460 van 18 Maart 1988, insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkoms (hierna die "Boland-ooreenkoms" genoem).

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 31 Oktober 1996 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousule 17 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1280 van 27 Junie 1980, soos gewysig en verleng van tyd tot tyd (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng en gewysig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousule 3 tot 16, 18 en 19 van die "Vorige Ooreenkoms" soos verder verleng en gewysig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. CLAUSE 9: CONTRIBUTIONS

(1) In subclause (1), substitute the expression "R40,40" for the expression "R36,60".

(2) In subclause (2), substitute the expression "R20,20" for the expression "R18,30".

(3) In subclause (10), substitute the expression "R40,40" for the expression "R36,60".

Signed at Cape Town this 4th day of September 1995.

L. GLASER,
Chairman.

L. P. DAGNIN,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

5. KLOUSULE 9: BYDRAES

(1) In subklousule (1), vervang die uitdrukking "R36,60" deur die uitdrukking "R40,40".

(2) In subklousule (2), vervang die uitdrukking "R18,30" deur die uitdrukking "R20,20".

(3) In subklousule (10), vervang die uitdrukking "R36,60" deur die uitdrukking "R40,40".

Onderteken te Kaapstad op hede die 4de dag van September 1995.

L. GLASER,
Voorsitter.

L. P. DAGNIN,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 1676**27 October 1995****LABOUR RELATIONS ACT, 1956****FURNITURE MANUFACTURING INDUSTRY,
NATAL: 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 second Monday after the date of publication of his notice and for the period ending 30 June 1996, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

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

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

Natal Furniture Manufacturer's Association

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

No. R. 1676**27 Oktober 1995****WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, NATAL: 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 tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

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

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

Natal Furniture Manufacturer's 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, Natal;

to amend the Main Agreement published under Government Notice No. R. 2620 of 30 November 1984, as amended and extended by Government Notices Nos. R. 1444 of 28 June 1985, R. 187 of 31 January 1986, R. 520 of 21 March 1986, R. 742 and R. 743 of 18 April 1986, R. 1169 of 13 June 1986, R. 1523 and R. 1524 of 18 July 1986, R. 1204 of 24 June 1988, R. 2333 and R. 2334 of 18 November 1988, R. 2111 of 29 September 1989, R. 391 of 23 February 1990, R. 137 of 25 January 1991, R. 1080 of 17 May 1991, R. 2855 of 29 November 1991, R. 863 of 20 March 1992, R. 1479 of 29 May 1992, R. 1792 of 26 June 1992, R. 2776 of 2 October 1992, R. 3362 of 18 December 1992, R. 3395 of 24 December 1992, R. 1182 of 2 July 1993, R. 1773 of 24 September 1993, R. 2222 and R. 2223 of 19 November 1993, R. 1090 of 17 June 1994, R. 1840 of 28 October 1994, R. 1944 of 18 November 1994, R. 2246 of 23 December 1994, R. 147 of 3 February 1995, R. 876 of 15 June 1995, R. 1043 of 21 July 1995 and R. 1503 of 6 October 1995.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

(d) not apply to managers, submanagers, foremen and supervisory personnel if such employees are in receipt of regular remuneration of not less than R35 600,00 per annum or, where the employer of such personnel does not provide or maintain a registered

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Natal,

tot wysiging van die Hoofooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2620 van 30 November 1984, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 1444 van 28 Junie 1985, R. 187 van 31 Januarie 1986, R. 520 van 21 Maart 1986, R. 742 en R. 743 van 18 April 1986, R. 1169 van 13 Junie 1986, R. 1523 en R. 1524 van 18 Julie 1986, R. 1204 van 24 Junie 1988, R. 2333 en R. 2334 van 18 November 1988, R. 2111 van 29 September 1989, R. 391 van 23 Februarie 1990, R. 137 van 25 Januarie 1991, R. 1080 van 17 Mei 1991, R. 2855 van 29 November 1991, R. 863 van 20 Maart 1992, R. 1479 van 29 Mei 1992, R. 1792 van 26 Junie 1992, R. 2776 van 2 Oktober 1992, R. 3362 van 18 Desember 1992, R. 3395 van 24 Desember 1992, R. 1182 van 2 Julie 1993, R. 1773 van 24 September 1993, R. 2222 en R. 2223 van 19 November 1993, R. 1090 van 17 Junie 1994, R. 1840 van 28 Oktober 1994, R. 1944 van 18 November 1994, R. 2246 van 23 Desember 1994, R. 147 van 3 Februarie 1995, R. 876 van 15 Junie 1995, R. 1043 van 21 Julie 1995 en R. 1503 van 6 Oktober 1995.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

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

(c) in Gebied B, wat bestaan uit die landdrostdistrikte Greytown, Lionsrivier, Lower Tugela, Port Shepstone, Richmond en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle, behoudens die bepalinge vervat in Goewermentskennisgewing No. R. 789 van 25 April 1986;

(d) in Gebied C, wat bestaan uit die res van die provinsie Natal, behoudens die bepalinge vervat in Goewermentskennisgewing No. R. 789 van 25 April 1986.

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

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

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

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

(d) nie van toepassing op bestuurders, onderbestuurders, voormanne en toesighoudende personeel nie, as sodanige werknemers gereeld besoldiging van minstens R35 600,00 per jaar ontvang, of, waar die werkgever van sodanige personeel nie 'n geregi-

pension or registered provident fund and a registered medical aid fund, R41 800,00 per annum. These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate as set out in Schedule A to this Agreement.

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

(4) The provisions of subclause (3) shall not apply where an employer has more than four employees in his employ at the date of coming into operation of this Agreement, and subsequently reduces his number of employees to less than five.

(5) Notwithstanding the provisions of subclause (3), no employer who has taken advantage of and enjoyed the exclusion contained therein shall continue to do so for a period exceeding three years, and upon expiry of the three-year period all the provisions of the Agreement shall apply to such employer and his employees.

1. CLAUSE 37B: DRIVERS OF MOTOR VEHICLES

Substitute the following for Clause 37B (1):

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

	Minimum	
	per hour	per week
	R	R
(a) Driver of a motor vehicle, other than steam-propelled, authorised to carry or haul a payload of—		
(i) up to and including 4 530 kg	7,95	349,59
(ii) over 4 530 kg and up to and including 6 350 kg	8,01	352,40
(iii) over 6 350 kg	8,27	363,67
(b) Driver of steam-propelled vehicle	8,27	363,67
(c) Casual employee driving a motor vehicle, other than steam-propelled: Daily rate = prescribed weekly wage, plus 10% divided by five.		
(d) casual employee driving a steam-propelled vehicle: Daily rate = prescribed weekly wage, plus 10%, divided by five.		

	Per hour	Per week
	R	R
(e) Drivers of forklifts trucks, tractors, scooters or passenger cars	7,95	349,59"

2. SCHEDULE A: WAGES

Substitute the following for Schedule A:

streerde pensioenfonds of 'n geregistreerde voorsorgfonds en 'n geregistreerde mediese hulpfonds voorsien of in stand hou nie, R41 800,00 per jaar. Hierdie perke moet van jaar tot jaar verhoog word met dieselfde persentasie as die verhogings wat toegeken word aan werknemers wat die hoogste loontarief verdien soos in Bylae A van hierdie Ooreenkoms uiteengesit.

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

(4) Subklousule (3) is nie van toepassing nie waar 'n werkgever meer as vier werknemers in diens het op die datum van inwerkingtreding van hierdie Ooreenkoms en daarna sy getal werknemers tot minder as vyf verminder.

(5) Ondanks subklousule (3) mag geen werkgever wat die voordeel benut het en gebruik maak van die uitsluiting daarin vervat, daarmee voortgaan vir 'n tydperk van langer as drie jaar nie, en by verstryking van driejaartydperk is al die bepalinge van die Ooreenkoms van toepassing op sodanige werkgever en sy werknemers.

1. KLOUSULE 37B: DRYWERS VAN MOTORVOERTUIG

Vervang klousule 37B (1) deur die volgende:

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

	Minimum	
	per uur	per week
	R	R
(a) Drywer van 'n motorvoertuig, uitgesonderd een wat deur stoom aangedryf word, wat gemagtig is om 'n loonvrag te dra of te trek van—		
(i) tot en met 4 530 kg	7,95	349,59
(ii) meer as 4 530 kg en tot en met 6 350 kg	8,01	352,40
(iii) meer as 6 350 kg	8,27	363,67
(b) Drywer van 'n stoomaangedrewe voertuig	8,27	363,67
(c) Los werknemer wat 'n motorvoertuig dryf, uitgesonderd een wat deur stoom aangedryf word: Per dag = voorgeskrewe weekloon, plus 10%, gedeel deur vyf.		
(d) Los werknemer wat 'n stoomaangedrewe voertuig dryf: Per dag = voorgeskrewe weekloon, plus 10%, gedeel deur vyf.		

	Per uur	Per week
	R	R
(e) Drywers van vorkhefswaens, trekkers, bromponies of passasiersmotors	7,95	349,59"

2. BYLAE A: LONE

Vervang Bylae A deur die volgende:

"SCHEDULE A — WAGES

		Minimum	
		Per hour	Per week
		R	R
(I)	(i) Furniture making, i.e. any operation or process in the manufacture and/of assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (ii).....	8,89	391,19
	(ii) Sundry furniture making operations:		
	(a) Bolting and tightening of nuts, fixing of handles by screws, bolts, nuts and screw bolts		
	(b) Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glides and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape	7,72	339,85
	(c) Making and/or pointing of wooden dowels and plugs by hand and/or machine		
	(d) Knocking in dowels and plugs by hand		
	(e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating		
	(f) Bending or laminating of solid timber by hand or mechanical process		
	(g) Knocking in of sockets for casters		
	(h) Filling of holes or cracks with wood filler or similar substance		
	(i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in receipt of not less than the wage prescribed in subclause (1)	7,64	336,37
(II)	Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured ...		
(III)	Marking out, i.e. the marking or scribing of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling	8,89	391,19
(IV)	(i) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, but which excludes the operations referred to in subclause (ii)		
	(ii) Sundry furniture machining operations:		
	(a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander	8,02	352,92
	(b) Boring holes, morticing, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine		
	(c) Operating air-filled sander and portable sander	7,72	339,85
	(d) Making and jointing sandpaper rolls or discs and belts for machine sanders	7,64	336,37
	(e) Repetitive marking by template or pattern		
(V)	(i) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain, paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (ii)	8,89	391,19
	(ii) Sundry polishing operations:		
	(a) Burnishing by machine	8,02	352,92
	(b) Waxing		
	(c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours		
	(d) The removal of doors and fittings prior to the preparation for polishing		
	(e) Filling in with plaster of paris or any other filling material	7,72	339,85
	(f) Handsanding		
	(g) Bleaching of furniture with acids or any other bleaching agent		
	(h) Stripping		
	(i) Staining, filling, oiling and/or reviving by hand		
	(j) Spraying of metal		
	(k) Straining of materials		
	(l) Cleaning spray guns	7,64	336,37
	(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus		
(vi)	(i) Furniture upholstery, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, <i>inter alia</i> , cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (iv)	8,89	391,19
	(ii) Seamsters or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets or bolsters by hand or machine	7,92	348,66
	(iii) Learners employed in learning the class of work referred to in subclause (ii) —		
	during the first six months of employment	7,58	333,64
	during the second six months of employment	7,65	336,51
	during the third six months of employment	7,71	339,38
	during the fourth six months of employment	7,79	342,93
	thereafter	7,92	348,66

		Minimum	
		Per hour	Per week
		R	R
(iv) Sundry furniture upholstery operations:			
(a)	Positioning of wooden and metal laths and crossbars to frames.....	8,08	355,62
(b)	Filling of cushions with spring interiors and/or spring units	8,25	363,10
(c)	Cutting foam rubber or similar material by band saw	8,02	352,92
(d)	Fixing of ready-made cane mats		
(e)	Tufting or buttoning by hand or machine, where this is done in loose pieces in the pre-assembly stage, including quilted buttoning, but excluding deep, diamond or pleated buttoning	8,39	369,28
(f)	Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine	8,08	355,62
(g)	Laying out of filling materials on a spring unit.....		
(h)	Spreading of adhesive on backs and cover material and joining of same	7,92	348,66
(i)	Loading, wheeling and operating a cloth spreading machine.....	7,72	339,85
(j)	Teasing coir or other materials by machine		
(k)	Filling of cushions with substances of materials other than spring interiors and/or spring units by machine	7,64	336,37
(l)	Riempie work		
(m)	Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery	7,72	339,85
(n)	The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal		
(o)	Cutting of platforms used for covering helical and/or no-sag springs	7,64	336,37
(p)	Breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selfedge to selfedge		
(q)	Cutting cardboard in upholstery sections by hand and/or machine	7,72	339,85
(r)	Straight cutting of materials by hand or machine for bottoms or underseating over springs (linen and hessian)		
(s)	Teasing coir or other materials by hand	7,64	336,37
(t)	Unwinding filling materials in rope form		
(u)	Banding upholsterer's beading	7,72	339,85
(v)	Making buttons and tufts		
(w)	Assisting upholsterer in holding cover material	7,64	336,37
(x)	Cutting to shape and joining of foam rubber or latex by hand		
(y)	Tacking on bottoms of upholstered articles	7,72	339,85
(z)	(i) The tacking of hessian or lining onto seat platforms		
	(ii) The tacking or stapling of cardboard to bare frames	7,72	339,85
For the purposes of this clause and clauses (XI) and (XIV), a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion seat or any other bedding and/or seating device.			
(VII)	(i) Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which excludes the undermentioned sundry operation.....	8,89	391,19
	(ii) Stippling and punching background to carving	7,72	339,85
(VIII)	Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture.....	8,89	391,19
(IX)	(i) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or in part, with veneer, but which excludes the operations mentioned in subclause (ii)		
	(ii) Sundry veneering operations:	7,64	336,37
(a)	Positioning of veneers by hand.....		
(b)	Tapeless jointing by machine	7,64	336,37
(c)	Operating presses of any kind		
(d)	Loading and unloading vacuum bags and presses of any kind	7,64	336,37
(e)	Washing of gum and tapes		
(f)	Stacking parts after pressing	8,02	352,92
(g)	Veneering of edges		
(h)	Veneering of edges by machine, which machine also trims and sands the edges	8,02	352,92
(i)	Lipping of edges only by mechanical appliance	8,02	352,92
(X)	(i) Learner journeyman employed in learning the classes of work referred to in clause (I) to (IX), other than the sundry operations referred to therein—	7,95	349,83
	during the first year of employment		
	during the second year of employment	8,21	361,45
	during the third year of employment	8,60	378,20
Thereafter, the minimum prescribed wage.			
If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of			
		8,08	355,62

	Minimum	
	Per hour	Per week
	R	R

(XI) (i) Bedding making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with coir, hairlock, flock, kapok, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials, or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and includes:		
Weaving of spring mesh.....		
Stuffing filling into mattress cases.....		
Side stitching.....	8,08	355,62
Tufting.....		
Operating a border quilting machine.....		
Operating a top quilting machine.....		
Prepare frames and rollers for the top quilting machine.....		
Securing, sewing or stapling interfaced pads to spring units.....		
Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress.....		
Taping edging to a spring interior mattress.....		
Roll edging, but which excludes the operations referred to in subclause (ii).....		
Buttoning of headboards ancillary to mattress making.....	8,21	361,08
(ii) Sundry bedding operations:		
(1) Cutting tips, borders and cases.....		
(2) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....		
(3) Sewing mattress handles to border.....	7,92	348,66
(4) Joining border lengths.....		
(5) Closing up the mouth of a mattress.....		
(6) Closing up pillows, cushions, bolsters.....		
(7) Bolting by hand of bed mattress frames.....		
(8) Preparing spools for a border quilting machine.....		
(9) Cutting quilted borders to lengths.....		
(10) Punching holes in mattress borders.....		
(11) Fitting ventilators and handles to mattress borders.....		
(12) Feeding an interlacing machine.....		
(13) Cutting and making pads, irrespective of materials used.....		
(14) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames.....		
(15) Staining mattress frames.....		
(16) Affixing lugs to mattress frames.....		
(17) Positioning and securing a mesh to a mesh frame.....	7,72	339,85
(18) Hanging loops on needles in compression tufting.....		
(19) Loading, wheeling and operating a clothspreading machine.....		
(20) Operating a teasing machine.....		
(21) Attending a loopmaking machine.....		
(22) Attaching loops to buttons or tufts.....		
(23) Fitting bed irons, domes, casters and sockets.....		
(24) Staining and/or varnishing frames by hand.....		
(25) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames.....		
(26) Fixing bed irons.....		
(27) Attaching spring units to bed frames.....		
(28) Filling pillows, cushions and bolsters with materials other than spring interiors and/or spring units.....		
(29) Mass-measuring pillows, bolsters, cushions and quilts.....	7,64	336,37
(30) Stripping bedding.....		
(31) Cutting chain, hoop iron or any other similar materials.....		
(32) Teasing coir or any other materials by hand.....		
(33) The tacking on of carboard or calico backs to upholstered headboards.....	7,72	339,85
(34) Glueing plastic mesh to foam.....	7,64	336,37
(iii) Learners employed in learning the class of work referred to in subclause (i) (bedding making)—		
during the first six months of employment.....	7,68	337,86
during the second six months of employment.....	7,77	341,66
during the third six months of employment.....	7,84	344,81
during the fourth six months of employment.....	7,91	347,94
thereafter.....	8,08	355,62
(XII) (i) Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operations mentioned in subclause (ii).....		
	8,89	391,19
(ii) Sundry operations:		
(1) Seamsters or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine.....	7,92	348,66
(2) Cutting material edge-to-edge, but excluding cutting for pattern matching.....		
(3) Pressing and/or ironing curtaining.....	7,64	336,37
(4) Handling materials.....		

		Minimum	
		Per hour	Per week
		R	R
(iii)	Learners employed in learning the class of work referred to in subclause (ii) (1) (seamsters) —		
	during the first six months of employment	7,58	333,64
	during the second six months of employment	7,65	336,51
	during the third six months of employment	7,71	339,38
	during the fourth six months of employment	7,79	342,93
	thereafter	7,90	347,53
(iv)	learners employed in learning the class of work referred to in subclause (i), other than the sundry operations referred to in subclause (ii), and learner seamsters referred to in subclause (iii)	The minimum prescribed rates for learner journeymen as per par. (x) of this Agreement.	
(xiii)	(a) Labouring, i.e. —		
	(1) assisting a machinist in handling materials before and after machining		
	(2) attending a boiler, incinerator and/or oven		
	(3) attending to dust bags and/or cyclones of sanding machines		
	(4) baling and dipping of upholstery springs		
	(5) beating and/or teasing coir by hand		
	(6) cleaning and sweeping of premises		
	(7) cleaning machinery, plant, tools and utensils		
	(8) cleaning and blowing down of equipment		
	(9) cleaning metal rods		
	(10) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials		
	(11) delivery by manually propelled vehicles		
	(12) delivery of letters and parcels		
	(13) filling of cushions with substances of materials, other than spring interiors and/or spring units, by hand		
	(14) glueing sandpaper discs		
	(15) handling materials		
	(16) lime washing		
	(17) loading and/or unloading vehicles	7,64	336,37
	(18) loading and unloading kilns		
	(19) making tea or other similar beverages		
	(20) oiling and greasing machines and/or vehicles		
	(21) operating presses of any type		
	(22) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers		
	(23) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine		
	(24) pushing or pulling a vehicle or handcart		
	(25) riveting or making threads on iron bolts and rods		
	(26) straightening and/or cutting hoop iron used for webbing		
	(27) stripping second-hand upholstery and bedding		
	(28) taping of veneers and attending veneer press		
	(29) the treatment of timber for preservation		
	(30) unpacking, baling and unbaling raw materials		
	(31) wrapping articles in paper or cardboard		
	(b) Labourers: New entrants (see definition under clause 3): Party shops only during first 12 months, employment in the Industry	6,77	297,67
(XIV)	Miscellaneous		
	(1) Welding, other than spot-welding	8,89	391,19
	(2) Machine maintenance mechanic		
	(3) Spot-welding	7,92	348,66
	(4) Despatch clerk, storeman, time-keeper	7,90	347,58
	(5) Caretaker or watchman	7,72	339,58
	(6) Packer		
	(7) The construction of spring interiors and/or spring units and the manufacture of their component parts	7,72	339,85
	(8) Learner packer		
	(9) Bending, punching, riveting, drilling and/or assembling metal parts	7,64	336,37
(XV)	(i) Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorised probation period	7,66	337,17
	(ii) All other juveniles	The minimum wage prescribed in this Agreement for employees employed on the same class of work.	
(XVI)	Office employees —		
	during the first year of employment	7,68	338,04
	during the second year of employment	7,81	343,84
	during the third year of employment	8,02	352,67
	during the fourth year of employment	8,22	361,49
	during the fifth year of employment	8,43	370,79
	thereafter	8,69	382,38

		Minimum	
		Per hour	Per week
		R	R
(XVII) Casual labourer:			
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only			74,00 per day.
(XVIII) Chargehand—			
in charge of employees who have no journeyman status			R10,00 per week above his minimum prescribed wage for the class of work performed by him.
in charge of journeymen			R15,00 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work.
(XIX) (i) Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (ii)		8,89	391,19
(ii) The classes of work referred to in clauses (I) (II), (IV) (ii), (V) (ii), (VII) (ii) and (IX) (ii) hereof		The minimum wage prescribed in this Agreement for employees employed on the same class of work.	
(XX) Apprentices—			
Commencing weekly wage—Stage 1			Labourers, minimum rate plus R10,00.
Upon completion of Stage 1 and subsequent stages the weekly wage of an apprentice is to be increased by 25% of the difference between the minimum wage rate for labourers, plus R10,00, and that for journeymen in force at the time of completion of such stage."			

Signed at Durban this 8th day of August 1995.

J. S. OLIVIER,
Chairman.

E. M. MOOSA,
Vice-Chairman.

G. MOONSAMY,
Vice-Chairman.

"BYLAE A — LONE

		Minimum	
		Per uur	Per week
		R	R
(I) (i) Meubelmakery, d.w.s. 'n werksaamheid of proses by die vervaardiging en/of inmekaar sit van meubels, hetsy in die geheel of in dele, wat met die hand, met gebruik van handgereedskap of meganiese toestelle uitgevoer word, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel		8,89	391,19
(ii) Diverse meubelmakerywerksaamhede:			
(a) Moere vasbout en vandraai, handvatsels met skroewe, boute, moere en skroefboute vassit			
(b) Toebehore van stangskokke, aanslagplate, beslae, rakpenne, moerdoppe, beslagringe of koepelskuijdoppe vassit, skroefboute in stompe of pote insit, alle soorte gelymde blokke vassit, spieëls met kleefband vasheg			
(c) Tappenne en proppe van hout met die hand en/of 'n masjien maak en/of spits maak	7,72	339,85	
(d) Tappenne en proppe met die hand inslaan			
(e) Skuurwerk met die hand verrig ongeag of die artikel wat geskuur word, stilstaan of draai			
(f) Soliede timmerhout met die hand of volgens 'n meganiese proses buig of lamelleer			
(g) Sokke vir rolwiele inslaan			
(h) Gate of barste met houtplamuursel of dergelike stof vul			
(i) Help met klamp- of klemwerk: Met dien verstande dat hoogstens een assistent gebruik word deur 'n werknemer wat minstens die loon ontvang wat in subklousule (1) voorgeskryf word	7,64	336,37	
(II) Uittêwerk, d.w.s. die voorbereiding van 'n plan vir vervaardiging van meubels deur middel van 'n staaf of ander geskikte materiaal waarop al of enigeen van die afmetings van die artikel wat vervaardig moet word, afgemerk is			
(III) Afmerkwêrk, d.w.s. die merk of kras van meubelstukke, hetsy in die geheel of in dele, volgens afmetings deur middel van 'n lineaal, maatstok, reinhout, platroonplaat, setmaat of ander toestel, vir masjineer-, pasmaak- of inmeekaarsitwerk	8,89	391,19	
(IV) (i) Meubelmasjineerwerk, d.w.s. 'n werksaamheid of proses wat verrig word deur gebruik te maak van 'n tipe of soort masjien by die vervaardiging van meubels, hetsy in die geheel of in dele, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel			
(ii) Diverse meubelmasjineerwerksaamhede:			
(a) 'n Enkelrolskuurmasjien, oopskyfskuurmasjien, tolskuurmasjien en breëbandskuurmasjien opstel en bedien	8,02	352,92	
(b) Gate boor, tapwerk, skarnierinlaatwerk met die oog op inlaatwerk vir slotte en skarniere, en 'n tapinvoegmasjien bedien			

		Minimum	
		Per uur	Per week
		R	R
(c) 'n Lugskuurmasjien en 'n verplaasbare skuurmasjien bedien		7,72	339,85
(d) Skuurpapierrolle of -skywe en bande vir 'n skuurmasjien maak en las		7,64	336,37
(e) Herhalingsafmerkwark deur middel van 'n patroonplaat of model			
(V)	(i) Meubelpoleerwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel verrig word by die produksie van 'n gepoleerde en/of afgewerkte oppervlak deur middel van skellak, verf, duco, lakvernis, sellulose, vernis, emalje, beits, pasta wat soos 'n skuurmiddel werk en/of 'n poleermiddel, of albei, of dergelike stowwe en ook vlamskilderwerk en die pas van kleure by alle soorte meubels, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	8,89	391,19
	(ii) Diverse poleerwerksaamhede:		
	(a) Bruineerwerk met 'n masjien	8,02	352,92
	(b) Waswerk	7,72	339,85
	(c) Die kante van lamelbord en/of laaghout verf en/of opvul ten einde die oppervlak voor te berei vir poleer en/of lakverniswerk en/of vlamskilderwerk en/of die pas van kleure		
	(d) Deure en los toebehore verwyder voordat stukke vir poleerwerk voorberei word		
	(e) Opvulwerk met gips of 'n ander vulstof		
	(f) Handskuurwerk		
	(g) Meubels met sure of 'n ander bleikmiddel bleik		
	(h) Stroopwerk		
	(i) Beitswerk, opvulwerk, oliewerk en/of hernuwingswerk met die hand		
	(j) Metaal bespuit		
	(k) Materiaal filtreer		
	(l) Sproeispuite skoonmaak	7,64	336,37
	(m) Oppoets by oplaai- en/of aflaaipunt, uitgesonderd die gebruik van spuitapparaat		
(vi)	(i) Meubelstofeerwerk, d.w.s. 'n werksaamheid of proses by die oortrek van alle soorte meubels, hetsy in hul geheel of in dele, ongeag die materiaal wat gebruik word, en met inbegrip van, onderandere, die sny van alle oortreksels en los oortreksels, met die hand of 'n meganiese toestel, webwerk, wat ook beteken die inposisieplasing van webwerk en plaasvervangers daarvan (uitgesonderd hout- of metaallatte en dwarsstawe), opvulwerk, rottangvlegwerk, die aanwerk van knope, rygwerk, kramwerk, knopwerk en opstopwerk, die aanhegting van eenhede aan rame, maar uitgesonderd die werksaamhede in subklousule (iv) bedoel	8,89	391,19
	(ii) Naaiers of naaisters wat oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule met die hand of 'n masjien glijpsteekstik, stik en/of las	7,92	348,66
	(iii) Leerlinge wat in diens geneem word om die klas werk te leer wat in subklousule (ii) bedoel word—		
	gedurende die eerste ses diensmaande	7,58	333,64
	gedurende die tweede ses diensmaande	7,65	336,51
	gedurende die derde ses diensmaande	7,71	339,38
	gedurende die vierde ses diensmaande	7,79	342,93
	daarna	7,92	348,66
	(iv) Diverse meubelstofeerwerksaamhede:		
	(a) Hout- en metaallatte en dwarsstawe op rame in posisie plaas	8,08	355,62
	(b) Stoelkussings met veerbinnewerk en/of veereenhede vul	8,25	363,10
	(c) Skuimrubber of dergelike materiaal met 'n bandsaag sny	8,02	352,92
	(d) Klaargemaakte rottangmatte aanbring		
	(e) Kwassies of knope met die hand of 'n masjien aanwerk waar dit as los stukke geskied voordat dit aanmekaaigesit word, met inbegrip van deurgestikte knoopwerk, maar uitgesonderd diep-, diamant- of geplooië knoopwerk	8,39	369,28
	(f) Deurgevlegte kussinkies aan veereenhede vasmaak, vassit of vaskram, hetsy met die hand of 'n masjien	8,08	355,62
	(g) Vulsel op 'n veereenheid uitsprei	7,92	348,66
	(h) Kleefmiddel oor agterkante en oortrekmateriaal sprei en dit vasplak		
	(i) 'n Doekspreimasjien laai, stoot en bedien		
	(j) Klapperhaar of ander materiaal met 'n masjien uitpluis		
	(k) Stoelkussings met materiaalstowwe, uitgesonderd veerbinnewerk en/of veereenhede, met 'n masjien vul	7,72	339,85
	(l) Riempiewerk		
	(m) Heliese vere en/of kettings en/of sig-sag- of nie-sakvere aan 'n raamwerk vassit vir stofeerwerk		
	(n) Veerrande met 'n sig-sag- en/of nie-saktipe veer aan 'n raamwerk vassit vir stofeerwerk, met inbegrip van die vassit van alle onderdele, maar uitgesonderd die vasryg en/of vasmaak van going en/of sisal en/of plaasvervangers vir going of sisal		
	(o) Platforms sny wat gebruik word vir die bekleding van heliese en/of nie-sakvere		
	(p) Grootmaatrolle stofeermateriaal van alle soorte met die hand van selfkant tot selfkant uitmekaar maak en/of opsny		
	(q) Karton met die hand en/of 'n masjien in stofeerseksies sny		
	(r) Materiaal met die hand of 'n masjien reguitsny vir onderkante of onderlegstukke oor vere (linne en going)	7,64	336,37
	(s) Klapperhaar of ander materiaal met die hand uitpluis		
	(t) Vulmateriaal in touvorm losdraai		
	(u) Stoffeerder se kraallyste met bande vaswerk		
	(v) Knope en kwassies maak		
	(w) Stoffeerder help deur oortrekmateriaal vas te hou		
	(x) Skuimrubber of latex met die hand volgens fatsoen sny en las		
	(y) Onderkante van gestoffeerde artikels vasheg		
	(z) (i) Going of linne aan sitplekplatforms vasheg		

		Minimum	
		Per uur	Per week
		R	R
(ii) Karton aan kaal rame vasheg of vaskram.....		7,72	339,85
Vir doeleindes van hierdie klousule en klousule (XI) en (XIV) beteken 'n veereenheid 'n onafhanklike montering van vere wat so met mekaar verbind is, met mekaar in verband staan of gemaak is dat dit 'n veerfondament en/of 'n veerbinnewerk vorm vir gebruik in 'n binneveermatras, kussingsplek of ander bed- en/of sitinrigting.			
(VII) (i) Houtsneewerk aan meubels en/of ander houtsneewerk, d.w.s. 'n werksaamheid of proses, hetsy in die geheel of in dele, met handgereedskap of 'n meganiese toestel uitgevoer by die skepping van 'n fatsoen, patroon, medaljon of replika van 'n voorwerp wat bedoel is om alle soorte meubels te versier of te verfraai, maar uitgesonderd ondergenoemde diverse werksaamheid.....		8,89	391,19
(ii) Stippel- en sponswerk aan agtergrond van houtsneewerk.....		7,72	339,85
(VIII) Meubelhoutdraaiwerk, d.w.s. 'n werksaamheid of proses wat met die hanf of 'n meganiese toestel uitgevoer word by die vervaardiging van 'n gefatsoeneerde artikel of onderdeel wat gebruik word in verband met alle soorte meubels.....		8,89	391,19
(IX) (i) Fineerwerk aan meubels, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word waar meubelgedeeltes van alle tipes, hetsy in die geheel of in dele, met finersel belê word, maar uitgesonderd die werksaamhede in subklousule (ii) genoem.....			
(ii) Diverse fineerwerksaamhede:			
(a) Fineerstukke met die hand in posisie plaas.....			
(b) Bandlose laswerk met 'n masjien.....			
(c) Bediening van alle soorte perse.....			
(d) Vakuumsakke en alle soorte perse laai en leegmaak.....		7,64	336,37
(e) Gom en bande afwas.....			
(f) Dele opstapel nadat dit gepers is.....			
(g) Fineerwerk aan kante.....			
(h) Fineerwerk aan kante met 'n masjien wat ook die kante afwerk en skuur.....		8,02	352,92
(i) Inkeping van kante slegs met 'n meganiese toestel.....		8,02	352,92
(X) (i) Leerlingvakmanne in diens om die klasse werk te leer wat in klousule (I) tot (IX) bedoel word, uitgesonderd die diverse werksaamhede wat daarin genoem word—			
Gedurende die eerste diensjaar.....		7,95	349,83
Gedurende die tweede diensjaar.....		8,21	361,45
Gedurende die derde diensjaar.....		8,60	378,20
Daarna, die minimum voorgeskrewe loon.			
As iemand wat as bandskuurmasjienskuurder, masjienskuurder of boorder in diens was, tot leerlingvakman bevorder word, is sy aanvangsloon 'n minimum van.....		8,08	355,62
(XI) (i) Beddegoedmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of in dele, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, kapok, katoen, watte, hare, vesels, wol, vere, gras, kaf, strooi, rubber of ander dergelike materiaal of 'n kombinasie van veerbinnewerk, alle tipes draadvere, ketting- en/of spiraalvere, volle spiraalvere, maasvere, heliese vere, alle tipes vere en/of veereenhede, kopkussings, stoelkussings, peule, bomatrasse, bedspreie, die vasslaan of/en vashaak van veermatrasdrade, spiraalvere en heliese vere aan rame, en ook die volgende:			
Veermaasvlegwerk.....			
Vulsel in matrasslope stop.....			
Kante stik.....			
Kwassies maak.....		8,08	355,62
'n Randdeurstikmasjien bedien.....			
'n Topdeurstikmasjien bedien.....			
Rame en rollers vir die topdeurstikmasjien voorberei.....			
Deurgevlegte kussinkies aan veereenhede vasheg, vaswerk of vaskram.....			
Deurgestikte matrasrande aan veereenhede heg.....			
Vulsel op 'n veereenheid uitsprei.....			
Matrasbostukke, hetsy deurgestik of nie, in posisie plaas en vasmaak om 'n voorafgeboude binnewerk- of veermatras te bou.....			
Bande aan kante van binneveermatras aanbring.....			
Rolkantwerk, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel.....			
Knoopwerk aan kopstukke, aanvullend tot beddegoedmakery.....		8,21	361,08
(ii) Diverse beddegoedwerksaamhede:			
(1) Bostukke, rande en oortreksels uitsny.....			
(2) Alle stikwerk by die vervaardiging van bostukke, rande, matrasslope, alteljeerusbank-oortreksels en samestellende dele.....			
(3) Matrashandvatsels aan rande stik.....		7,92	348,66
(4) Randlengtes las.....			
(5) Die bek van 'n matras toewerk.....			
(6) Kopkussings, stoelkussings en peule toewerk.....			
(7) Bedmatrasrame met die hand vasbout.....			
(8) Spoele vir 'n randdeurstikmasjien voorberei.....			
(9) Gestikte rande volgens lengte sny.....			
(10) Gate in matrasrande pons.....			
(11) Ventileerders en handvatsels aan matrasrande aanbring.....			
(12) 'n Deurvlegmasjien voer.....		7,72	339,85
(13) Kussinkies uitsny en maak, ongeag die materiaal wat gebruik word.....			
(14) Latte en dwarstawwe in posisie plaas, of webwerk aan matras- of katelrame heg.....			
(15) Matrasrame beits.....			
(16) Kloue aan matrasrame heg.....			

		Minimum	
		Per uur	Per week
		R	R
(17)	'n Maas in 'n matrasraam in posisie plaas en vasheg		
(18)	Lussies aan naalde hang vir drukdeurknoopmasjienwerk		
(19)	'n Doekspreimasjien laai, stoot en bedien		
(20)	'n Pluismasjien bedien		
(21)	'n Lussiesmasjien bedien		
(22)	Lussies aan knope of kwassies werk	7,72	339,85
(23)	Katelysters, koepels, rolwielietjies en sokke aanbring		
(24)	Rame met die hand beits en/of vernis		
(25)	Geweefde draadmaas en kettingveermaas op rame monteer, vasslaan of vashaak		
(26)	Katelysters vassit		
(27)	Veereenhede aan katelrame vasheg		
(28)	Kopkussings, stoelkussings en peule vul met ander materiaal as veerbinnekante en/of veereenhede		
(29)	Kopkussings, peule, stoelkussings en veerkomberse massameet	7,64	336,37
(30)	Beddegoed stroop		
(31)	Kettings, hoepelysters of ander dergelike materiaal sny		
(32)	Klapperhaar of ander materiaal met die hand uitpluis		
(33)	Karton- of kaliko-agterkante aan gestoffeerde kopstukke vasheg	7,72	339,85
(34)	Plastiekmaas aan rubberskuim vaslym	7,64	336,37
(iii)	Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (i) bedoel word (beddegoed maak)—		
	gedurende die eerste ses diensmaande	7,68	337,86
	gedurende die tweede ses diensmaande	7,77	341,66
	gedurende die derde ses diensmaande	7,84	344,81
	gedurende die vierde ses diensmaande	7,91	347,94
	daarna	8,08	355,62
(XII)	(i) Gordyne maak, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die vervaardiging van gordyne, hetsy in die geheel of in dele, en ongeag die materiaal wat gebruik word, met inbegrip van die hang, pas en monteer daarvan, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	8,89	391,19
	(ii) Diverse werksaamhede:		
	(1) Naaiers of naaiers wat oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne met die hand of 'n masjien glijpsteekstik, stik en/of las	7,92	348,66
	(2) Materiaal van kant tot kant sny, maar uitgesonderd snywerk om patrone te laat pas		
	(3) Gordynggoed pars en/of stryk	7,64	336,37
	(4) Materiaal hanteer		
(iii)	Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (ii) (i) bedoel word (naaiers)—		
	gedurende die eerste ses diensmaande	7,58	333,64
	gedurende die tweede ses diensmaande	7,65	336,51
	gedurende die derde ses diensmaande	7,71	339,38
	gedurende die vierde ses diensmaande	7,79	342,93
	daarna	7,90	347,53
(iv)	Leerlinge wat in diens geneem is om die klasse werk te leer wat in subklousule (i) bedoel word, uitgesonderd die diverse werksaamhede wat in subklousule (ii) bedoel word, en leerlingnaaiers wat in subklousule (iii) bedoel word		
		Die minimum loon voorgeskryf vir leerlingvakmanne soos in klousule (x) van hierdie Ooreenkoms bedoel.	
(xiii)	(a) Arbeiderswerk, d.w.s.:		
	(1) 'n masjienwerker help met die hantering van materiaal voor en na die masjienwerk		
	(2) 'n stoomketel, verbrander en/of oond bedien		
	(3) sorg vir stofsakke en/of siklone van skuurmasjiene		
	(4) stoffeervere baal en indompel		
	(5) klapperhaar met die hand uitklop en/of uitpluis		
	(6) persele skoonmaak en vee		
	(7) masjinerie, installasie, gereedskap en werktuie skoonmaak		
	(8) uitrusting afblaas en skoonmaak		
	(9) metaalstawe skoonmaak		
	(10) metaalstawe, skarniere, metaalstroke, draad, hoepelyster en alle dergelike materiaal sny		
	(11) afleweringswerk met handaangedrewe voertuie verrig	7,64	336,37
	(12) briewe en pakkette aflewer		
	(13) stoelkussings met ander stowwe of materiaal as veerbinnekante en/of veereenhede met die hand vul		
	(14) skuurpapierskywe vaslym		
	(15) materiaal hanteer		
	(16) afwitwerk		
	(17) voertuie laai en/of aflaai		
	(18) oonde vol- of leegpak		
	(19) tee of ander dergelike drankte berei		
	(20) masjiene en/of voertuie olie en smeer		
	(21) perse van alle tipes bedien		

		Minimum	
		Per uur	Per week
		R	R
(22)	artikels in kartondose en/of kartonhouers inpak en daarna sodanige kartondose en kartonhouers volmaak en toemaak		
(23)	lym berei, massameet en meng; lym met die hand of met 'n masjien spreid; lym verwyder, afwas en afvee; lymverhardmiddels met die hand, 'n kwas of 'n masjien aanwend		
(24)	'n voertuig of handkar stoot of trek		
(25)	klinknaelwerk verrig of skroefdraad in ysterboute en -stawe sny	7,64	336,37
(26)	hoepelyster wat vir webwerk gebruik word, reguit maak en/of sny		
(27)	tweedehandse stoffeerwerk en beddegoed stroop		
(28)	fineerstukke met band vasmaak en fineerpers bedien		
(29)	timmerhout met preserveermiddel behandel		
(30)	grondstowwe uitpak, baal en uit bale haal		
(31)	goedere in papier of karton toedraai		
(b)	Arbeiders: Nuwe inkomelinge (sien omskrywing onder klousule 3): Slegs partywinkels. Gedurende eerste 12 maande diens in Nywerheid	6,77	297,67
(XIV)	Diverse:		
(1)	Sweiswerk, uitgesonderd puntsweiswerk	8,89	391,19
(2)	Masjienonderhoudswerktuigkundige		
(3)	Puntsweiswerk	7,92	348,66
(4)	Versendingsklerk, magasynman, tydopnemer	7,90	347,58
(5)	Opsigter of wag	7,72	339,58
(6)	Verpakker		
(7)	Veerbinnekanale en/of veereenhede bou en samestellende dele daarvan vervaardig	7,72	339,85
(8)	Leerlingverpakker		
(9)	Metaaldele buig, pons, klink, boor en/of aanmekaarsit	7,64	336,37
(XV)	(i) Jeugdige manlike werknemers in diens in 'n ambag aangedui ingevolge die Wet op Mannekragopleiding, 1981, gedurende die gemagtigde proeftydperk	7,66	337,17
	(ii) Alle ander jeugdige		
		Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.	
(XVI)	Kantoorwerknemers—		
	gedurende die eerste diensjaar	7,68	338,04
	gedurende die tweede diensjaar	7,81	343,84
	gedurende die derde diensjaar	8,02	352,67
	gedurende die vierde diensjaar	8,22	361,49
	gedurende die vyfde diensjaar	8,43	370,79
	daarna	8,69	382,38
(XVII)	Los arbeider:		
	Arbeider minder as 30 uur per week in diens met die spesifieke doel om slegs voertuie te laai en af te laai, hout op te stapel en die perseel skoon te maak	74,00	per dag
(XVIII)	Onderbaas—		
	wat aan die hoof staan van werknemers wat nie vakmanstatus besit nie	R10,00	per week meer as sy voorgeskryfde minimum loon vir die klas werk wat hy verrig.
	wat aan die hoof staan van vakmanne	R15,00	per week meer as die basiese loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.
(XIX)	(i) Oranament- en sierwerk, d.w.s. 'n werksaamheid of proses by die vervaardiging of montering van ornamente en sierwerk, maar uitgesonderd die werk in subklousule (ii) bedoel	8,89	391,19
	(ii) Die klas werk in klousules (I) (ii), (IV) (ii), (V) (ii), (VI) (ii), (VII) (ii) en (IX) (ii) van hierdie Bylae bedoel		
		Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.	
(XX)	Vakleerlinge—		
	Aanvangsloon per week—Stadium 1		Minimum tarief vir arbeiders, plus R10.
	By voltooiing van stadium 1 en daaropvolgende stadiums moet die weekloon van 'n vakleerling vermeerder word met 25% van die verskil tussen die minimum loontarief vir arbeiders plus R10,00, en die vir ambagsmanne, wat ten tyde van die voltooiing van sodanige stadium van krag is."		

Geteken te Durban op hede die 8ste dag van Augustus 1995.

J. S. OLIVIER,
Voorsitter.

E. M. MOOSA,
Visevoorsitter.

G. MOONSAMY,
Visevoorsitter.

No. R. 1678

27 October 1995

No. R. 1678

27 Oktober 1995

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON:
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 Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 April 1997, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 April 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 area specified in clause 1 of the Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON

AGREEMENT

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa**Amalgamated Society of Woodworkers of South Africa****Professional Transport 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,

being the parties to the Industrial Council for the Building Industry, East London,

to amend the Agreement published under Government Notice No. R. 1365 of 15 May 1992 (hereinafter referred to as the "Re-Enacting Agreement"), as extended and amended from time to time.

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-LONDEN: 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 verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 April 1997 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 April 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 gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID,
OOS-LONDON

OOREENKOMS

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

Africa

Amalgamated Society of Woodworkers of South Africa**Professional Transport Workers' Union of South Africa**

en

Construction and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1365 van 15 Mei 1992 (hierna die "Herbegratigingsooreenkoms" genoem) soos van tyd tot tyd verleng en gewysig.

1. SCOPE OF APPLICATION**(1) The terms of this Agreement shall be observed—**

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

(b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1877 and 1079 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).

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

(a) the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000; and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. CLAUSE 4: WAGES

Substitute the following for subclause (1):

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

	<i>Rands per hour</i>
(a) General worker.....	5,57
(b) Driver of mechanical vehicle with net carrying capacity of—	
up to and including 1 814 kg	6,02
over 1 814 kg up to and including 4 536 kg	7,30
over 4 536 kg	7,94
(c) Operator of a power crane	7,30
(d) Operator Grade 1	7,30
(e) Artisan	11,87
(f) Site clerk	9,59
(g) Site storeman	7,30
(h) Cleaner	3,31
(i) Watchman	3,14"

3. CLAUSE 18: ANNUAL LEAVE

Substitute the following for paragraphs (a) and (b):

"(a) From 16:30 on Friday, 15 December 1995 until 07:30 on Wednesday, 10 January 1996 (1995–1996 leave); and

(b) from 16:30 on Friday, 13 December 1996 until 07:30 on Wednesday, 8 January 1997 (1996–1997 leave)."

1. TOEPASSINGSBESTEK**(1) Hierdie Ooreenkoms moet nagekom word—**

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

(b) in die landdrosdistrik Oos-Londen (uitgesonderd die gedeeltes wat ingevolge Goewermmentskenningswings Nos. 1877 en 1079 van onderskeidelik 4 September 1981 en 10 Junie 1988 vanaf Ciskei oorgedra is).

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Mannekragopleiding, 1981, of met eie kontrak daarkragtens gesluit of met enige voorwaardes daarkragtens gestel;

(b) is hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:

(i) woonhuise teen 'n koste van minder as R14 000; en

(ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. KLOUSULE 4: LONE

Vervang subklousule (1) deur die volgende:

"(1) Geen loon wat laer is as die weekloon hieronder voorgeskryf, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	<i>Rand per uur</i>
(a) Algemene werker	5,57
(b) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg	6,02
meer as 1 814 kg tot en met 4 536 kg	7,30
meer as 4 536 kg	7,94
(c) Bediener van 'n kragkraan	7,30
(d) Operateur Graad 1	7,30
(e) Ambagsman	11,87
(f) Terreinklerk	9,59
(g) Terreinpakhuisman	7,30
(h) Skoonmaker	3,31
(i) Wag	3,14"

3. KLOUSULE 18: JAARLIKSE VERLOF

Vervang paragrawe (a) en (b) deur die volgende:

"(a) Vanaf 16:30 op Vrydag, 15 Desember 1995, tot 07:30 op Woensdag, 10 Januarie 1996 (1995–1996 verlof); en

(b) vanaf 16:30 op Vrydag, 13 Desember 1996, tot 07:30 op Woensdag, 8 Januarie 1997 (1996–1997 verlof)."

4. CLAUSE 19: PAYMENT IN RESPECT OF ANNUAL LEAVE

Substitute the following for the table in subclause (2) (a):

	"Per hour Cents
(i) Driver of mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg	73
over 1 814 kg up to and including 4 536 kg	84
over 4 536 kg	89
(ii) Operator of a crane	84
(iii) Operator Grade 1	84
(iv) Artisan	114
(v) General worker	50
(vi) Site clerk	83
(vii) Site storeman	62
(viii) Cleaner	22
(ix) Watchman	24"

5. CLAUSE 20: PAYMENT IN RESPECT OF PUBLIC HOLIDAYS

Substitute the following for clause 20:

"Paid public holidays shall be in accordance with the Public Holidays Act, 1994, and payment shall be made on the first pay-day following such holiday, except for the holidays which fall in the annual shutdown period, for which payment is included in the contributions as set out in clauses 19 and 22."

6. CLAUSE 22: PAYMENT IN RESPECT OF HOLIDAY FUND

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

	"Per week R
(a) Driver of mechanical vehicle with a net carrying capacity of—	
(i) up to and including 1 814 kg	30,66
(ii) over 1 814 kg up to and including 4 536 kg	35,28
(iii) over 4 536 kg	37,38
(b) Operator of crane	35,28
(c) Operator, Grade 1	35,28
(d) Artisan	47,28
(e) General worker	21,00
(f) Site clerk	34,86
(g) Site storeman	26,04
(h) Cleaner	9,24
(i) Watchman	17,28"

7. CLAUSE 29: GENERAL FUNDS OF THE COUNCIL

In subclause (1), substitute as follows:

"clause 4 (1) (e)" for "clause 4 (1) (f)"; "clause 4 (1) (b), (c), (d), (f) and (g)" for "clause 4 (1) (c), (d) and (e)" and "clause 4 (1) (a), (h) and (i)" for "clause 4 (1) (a)".

8. CLAUSE 34: PENSION FUND

(1) In subclause (2) (a), substitute the expressions "92c", "R38,64" and "R77,28" for the expressions "83c", "R34,86" and "R69,72", respectively, wherever they occur.

4. KLOUSULE 19: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

Vervang die tabel in subklousule (2) (a) deur die volgende:

	"Per uur sent
(i) Drywer van 'n meganiese voertuig met 'n netto dravermoe van—	
tot en met 1 814 kg	73
meer as 1 814 kg tot en met 4 536 kg	84
meer as 4 536 kg	89
(ii) Bediener van 'n kraan	84
(iii) Operateur Graad 1	84
(iv) Ambagsman	114
(v) Algemene werker	50
(vi) Terreinklerk	83
(vii) Terreinpakhuisman	62
(viii) Skoonmaker	22
(ix) Wag	24"

5. KLOUSULE 20: BETALING TEN OPSIGTE VAN OPENBARE VAKANSIEDAE

Vervang klousule 20 deur die volgende:

"Betaalde openbare vakansiedae is ooreenkomstig die Wet op Openbare Vakansiedae, 1994, en betaling geskied op die eerste betaaldag wat volg op so 'n vakansiedag, met uitsondering van vakansiedae wat in die jaarlikse verloftydperk val waarvoor betaling ingesluit is by die bydraes soos uiteengesit in klousules 19 en 22."

6. KLOUSULE 22: BETALING TEN OPSIGTE VAN VAKANSIEFONDS

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

	"Per week R
(a) Drywer van 'n meganiese voertuig met 'n netto dravermoe van—	
(i) tot en met 1 814 kg	30,66
(ii) meer as 1 814 kg tot en met 4 536 kg	35,28
(iii) meer as 4 536 kg	37,38
(b) Bediener van 'n kraan	35,28
(c) Operateur graad 1	35,28
(d) Ambagsman	47,28
(e) Algemene werker	21,00
(f) Terreinklerk	34,86
(g) Terreinpakhuisman	26,04
(h) Skoonmaker	9,24
(i) Wag	17,28"

7. KLOUSULE 29: ALGEMENE FONDSE VAN DIE RAAD

In subklousule (1) vervang soos volg:

"klousule 4 (1) (f)" deur "klousule 4 (1) (e)"; "klousule 4 (1) (c), (d) en (e)" deur "klousule 4 (1) (b), (c), (d), (f) en (g)"; "klousule 4 (1) (a) deur "klousule 4 (1) (a)" deur "klousule 4 (1) (a), (h) en (i)".

8. KLOUSULE 34: PENSIOENFONDS

(1) In subklousule (2) (a), vervang die uitdrukkings "83c", "R34,86" en "R69,72", waar hulle ook al voorkom, deur onderskeidelik die uitdrukkings "92c", "R38,64" en "R77,28".

9. CLAUSE 34 (A): PROVIDENT FUND

Substitute the following for the table in subclause (g):

	"Per hour Cents"
(i) General worker.....	20
(ii) Driver of a mechanical vehicle with net carrying capacity of—	
up to and including 1 814 kg	28
over 1 814 kg up to and including 4 536 kg	28
over 4 536 kg	28
(iii) Operator of a crane	28
(iv) Operator, Grade 1	28
(v) Site clerk	28
(vi) Site storeman	28
(vii) Cleaner	20
(viii) Watchman	12

An equal amount shall be contributed by a member's employer."

10. CLAUSE 45: SICK PAY ALLOWANCE

In subclause 1, substitute as follows:

"clause 4 (1) (e)" for "clause 4 (1) (f)"; "clause 4 (1) (b), (c), (d), (f) and (g)" for "clause 4 (b) to (e)"; and "clause 4 (1) (a), (h) and (i)" for "clause 4 (a)".

11. CLAUSE 46: CONTRIBUTIONS TO SICK PAY FUND

Substitute as follows:

(a) In subclause 1 (b): "clause 4 (1) (b), (c), (d), (f) and (g)" for "clause 4 (1) (b) to (e)";

(b) in subclause 1 (c): "clause 4 (1) (a), (h) and (i)" for "clause 4 (1) (a)".

12. CLAUSE 47: PAYMENT OF BENEFITS OF THE SICK PAY FUND

In subclause 2 (a) (1), substitute the expressions "75 per cent"; "50 per cent" and "25 per cent" for the expressions "60 per cent"; "30 per cent" and "15 per cent", respectively.

Signed at East London, on behalf of the parties, this 15th day of September 1995.

D. B. CAPLES,

Chairman.

M. MZWANA,

Delegate.

F. T. KNOX,

Secretary.

No. R. 1679 27 October 1995

LABOUR RELATIONS ACT, 1956**LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL): RE-EACTMENT OF SICK BENEFIT 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 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 29 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

9. KLOUSULE 34 (A): VOORSORGFONDS

Vervang die tabel in subklousule (g) deur die volgende:

	"Per uur Sent"
(i) Algemene werker	20
(ii) Drywer van 'n meganiese voertuig met 'n netto dravermoë van—	
tot en met 1 814 kg	28
meer as 1 814 kg tot en met 4 536 kg	28
meer as 4 536 kg	28
(iii) Bediener van 'n kraan	28
(iv) Operateur graad 1	28
(v) Terreinklerk	28
(vi) Terreinpakhuisman	28
(vii) Skoonmaker	20
(viii) Wag	12

'n Gelyke bedrag moet deur 'n lid se werkgewer bygedra word."

10. KLOUSULE 45: SIEKTEBYSTANDSTOELAE

In subklousule 1, vervang soos volg:

"klousule 4 (1) (f)" deur "klousule 4 (1) (e)"; "klousule 4 (1) (b) tot (e)" deur "klousule 4 (1) (b), (c), (d), (f) en (g)"; "klousule 4 (a)" deur "klousule 4 (1) (a), (h) en (i)".

11. KLOUSULE 46: BYDRAES TOT DIE SIEKTE-BYSTANDSFONDS

Vervang soos volg:

(a) In subklousule 1 (b): "klousule 4 (1) (b) tot (e)" deur "klousule 4 (1) (b), (c), (d), (f) en (g)";

(b) in subklousule 1 (c): "klousule 4 (1) (a)" deur "klousule 4 (1) (a), (h) en (i)".

12. KLOUSULE 47: BETALING VAN VOORDELE VAN DIE SIEKTEBYSTANDSFONDS

In subklousule 2 (a) (1), vervang die uitdrukkings "60 per sent"; "30 per sent" en "15 per sent" deur onderskeidelik die uitdrukkings "75 per sent"; "50 per sent" en "25 per sent".

Namens die partye op hede die 15de dag van September 1995, te Oos-Londen onderteken.

D. B. CAPLES,

Voorsitter.

M. MZWANA,

Afgevaardigde.

F. T. KNOX,

Sekretaris.

No. R. 1679 27 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956**WASSERY-, DROOGSKOONMAAK- EN KLEUR-NYWERHEID (NATAL): HERBEKRAGTING VAN SIEKTEBYSTANDSFONDSOOREENKOMS**

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 29 Februarie 1996 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) in terms of section 48 (1) (b) of the Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 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 29 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 area specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL)

SICK BENEFIT FUND AGREEMENT

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

Natal Laundry, Cleaners' and Dyers' Association

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

South African Clothing and Textile 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 Laundry, Cleaning and Dyeing Industry (Natal).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Natal) —

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

(b) in the Magisterial Districts 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), Pinetown, Chatsworth and Inanda (excluding the areas falling outside a 24,14 km radius of the General Post Office, Durban).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in the Main Agreement and who are in receipt of a wage not exceeding R288,68 per week, R1 250 per month or R15 000 per annum.

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 29 February 1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clause 14 of the Agreement published under Government Notice R. 169 of 31 January 1975 (hereinafter referred to as the "Former Agreement"), as further extended, renewed and amended from time to time, shall apply to employers and employees.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 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 gebied in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURNYWERHEID (NATAL)

SIKTEBYSTANDSFONDSOOREENKOMS

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

Natal Laundry, Cleaners' and Dyers' Association

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak, en Kleurnywerheid (Natal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal), nagekom word —

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

(b) in die landdrostdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Pinetown, Chatsworth en Inanda (uitgesonderd die gebiede wat buite 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val).

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in die Hofooreenkoms voorgeskryf word en wat 'n loon van hoogstens R288,68 per week, R1 250 per maand of R15 000 per jaar ontvang.

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 29 Februarie 1996 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousule 14 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 169 van 31 Januarie 1975 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd verleng, hernieu en gewysig, is van toepassing op sowel werkgewers as werknemers.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 13 and 15 to 18 of the Former Agreement, as extended, renewed and amended from time to time, shall apply to employers and employees.

This Agreement signed at Durban on behalf of the parties, this 10th day of August, 1995.

N. ZARADOUKIS,

for Natal Laundry, Cleaners' and Dyers' Association.

J. NGCOBO,

for SACTWU.

H. LEVIN,

Secretary of the Council.

DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

No. R. 1633 27 October 1995

MINERALS ACT, 1991
(ACT No. 50 OF 1991)

AMENDMENT OF THE NAMES OF REGIONS FOR THE PURPOSES OF THE MINERALS ACT, 1991

I, Roelof Frederik Botha, Minister of Mineral and Energy Affairs, acting in terms of section 3 of the Minerals Act, 1991 (Act No. 50 of 1991), hereby—

(a) amend the notice referred to in the Schedule to the extent set out in the Schedule;

(b) determine that the amendment shall come into effect on **1 November 1995**.

R. F. BOTHA,

Minister of Mineral and Energy Affairs.

SCHEDULE

Definition

1. In this Schedule "the Notice" means Government Notice No. 3082 of 20 December 1991, as amended by Government Notices Nos. R. 815 of 13 March 1992, 964 of 20 May 1994 and R. 643 of 28 April 1995.

Amendment of names of certain regions

2. The Notice is hereby amended by the substitution for the expressions "Orange Free State Region", "Natal Region", "Eastern Transvaal Region", "Northern Transvaal Region", "PWV Region" and "Western Transvaal Region", wherever they occur, of the expressions "Free State Region", "KwaZulu/Natal Region", "Mpumalanga Region", "Northern Region", "Gauteng Region" and "North-West Region", respectively.

DEPARTMENT OF WELFARE

No. R. 1655 27 October 1995

REGULATIONS MADE UNDER THE SOCIAL WORK ACT, 1978: AMENDMENT

The Minister of Welfare and Population Development has, on the recommendation of the South African Council for Social Work, in terms of section 28 of the Social Work Act, 1978 (Act No. 110 of 1978), made the regulations set out in the Schedule.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 tot 13 en 15 tot 18 van die Vorige Ooreenkoms soos van tyd tot tyd verleng, hernieu en gewysig, is van toepassing op sowel werkgewers as werknemers.

Namens die partye op hede die 10de dag van Augustus 1995, te Durban onderteken.

N. ZARADOUKIS,

Vir Natal Laundry, Cleaners and Dyers' Association.

J. NGCOBO,

vir SACTWU.

H. LEVIN,

Sekretaris van die Raad.

DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

No. R. 1633 27 Oktober 1995

MINERAALWET, 1991
(WET No. 50 VAN 1991)

WYSIGING VAN DIE NAME VAN STREKE VIR DIE DOELEINDES VAN DIE MINERAALWET, 1991

Ek, Roelof Frederik Botha, Minister van Mineraal- en Energiesake, handelende kragtens artikel 3 van die Mineraalwet, 1991 (Wet No. 50 van 1991)—

(a) wysig hierby die kennisgewing genoem in die Bylae in die mate in die Bylae uiteengesit;

(b) bepaal hierby dat die wysiging op **1 November 1995** in werking tree.

R. F. BOTHA,

Minister van Mineraal- en Energiesake.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken "die Kennisgewing" Goewermentskennisgewing No. 3082 van 20 Desember 1991, soos gewysig by Goewermentskennisgewings Nos. R. 815 van 13 Maart 1992, 964 van 20 Mei 1994 en R. 643 van 28 April 1995.

Wysiging van name van sekere streke

2. Die Kennisgewing word hierby gewysig deur die uitdrukkings "Oranje-Vrystaatstreek", "Natalstreek", "Ops-Transvaalstreek", "Noord-Transvaalstreek", "PWV-streek" en "Wes-Transvaalstreek", waar hulle ook al voorkom, deur onderskeidelik die uitdrukkings "Vrystaatstreek", "KwaZulu/Natalstreek", "Mpumalangastreek", "Noordelike Streek", "Gautengstreek" en "Noordwesstreek" te vervang.

DEPARTEMENT VAN WELSYN

No. R. 1655 27 Oktober 1995

REGULASIES UITGEVAARDIG Kragtens DIE WET OP MAATSKAPLIKE WERK, 1978: WYSIGING

Die Minister van Welsyn en Bevolkingsontwikkeling het, op aanbeveling van die Suid-Afrikaanse Raad vir Maatskaplike Werk, kragtens artikel 28 van die Wet op Maatskaplike Werk, 1978 (Wet No. 110 van 1978), die regulasies in die Bylae uitgevaardig.

SCHEDULE**BYLAE****Definitions**

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 698 of 3 April 1981, as amended by Government Notices Nos. R. 706 of 29 March 1985 and R. 947 of 27 March 1992.

Amendment of regulation 1 of the Regulations

2. Regulation 1 of the Regulations is hereby amended by—

- (a) the substitution for the definition of "registered postal address" of the following definition:
"registered address" means the address appearing in the register of the council on the date of despatch of a ballot paper;"
- (b) the insertion after the definition of "register" of the following definition:
"returning officer" means the officer referred to in regulation 4;"
- (c) the substitution for the definition of "the Act" of the following definition:
"the Act" means the Social Work Act, 1978 (Act No. 110 of 1978);"

Substitution of regulation 2 of the Regulations

3. The following regulation is hereby substituted for regulation 2 of the Regulations:

- "2. Subject to the provisions of regulation 3, every person registered with the council shall be entitled to record one vote for every category of members to be elected in terms of section 5 (1)."

Substitution of regulation 3 of the Regulations

4. The following regulation is hereby substituted for regulation 3 of the Regulations:

- "3. Notwithstanding the provisions of regulation 2, no person shall be entitled to vote at the election if, on the day on which he/she votes, he/she is not a South African citizen."

Substitution of regulation 4 of the Regulations

5. The following regulation is hereby substituted for regulation 4 of the Regulations:

- "4. The registrar or the person deputising for him/her shall be the returning officer for elections held in terms of these regulations."

Substitution of regulation 5 of the Regulations

6. The following regulation is hereby substituted for regulation 5 of the Regulations:

- "5. (1) The returning officer shall, not more than 120 days and not less than 90 days prior to the election—
- (a) cause a notice to be published in the *Gazette* to the effect that nominations for candidates for the election of the number of the members to be elected

Woordomskrywing

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 698 van 3 April 1981, soos gewysig by Goewermentskennisgewings Nos. R. 706 van 29 Maart 1985 en R. 947 van 27 Maart 1992.

Wysiging van regulasies 1 van die Regulasies

2. Regulasie 1 van die Regulasies word hierby gewysig deur—

- (a) die omskrywing van "die Wet" deur die volgende omskrywing te vervang:
"die Wet" die Wet op Maatskaplike Werk, 1978 (Wet No. 110 van 1978);"
- (b) die omskrywing van "geregistreerde posadres" deur die volgende omskrywing te vervang:
"geregistreerde adres" die adres soos dit op die datum van afsending van 'n stembrief in die register van die raad verskyn;"
- (c) die volgende omskrywing na die omskrywing van "verkiezing" in te voeg:
"verkiezingsbeampte" die beampte in regulasie 4 bedoel;"

Vervanging van regulasie 2 van die Regulasies

3. Regulasie 2 van die Regulasies word hierby deur die volgende regulasie vervang:

- "2. Behoudens die bepalings van regulasie 3 is elke persoon wat by die raad geregistreer is, daarop geregtig om een stem uit te bring ten opsigte van elke kategorie van lede wat ingevolge artikel 5 (1) verkies moet word."

Vervanging van regulasie 3 van die regulasies

4. Regulasie 3 van die Regulasies word hierby deur die volgende regulasie vervang:

- "3. Ondanks die bepalings van regulasie 2 is 'n persoon nie daarop geregtig om by die verkiezing te stem nie indien die persoon op die dag waarop hy/sy stem, nie 'n Suid-Afrikaanse burger is nie."

Vervanging van regulasie 4 van die Regulasies

5. Regulasie 4 van die Regulasies word hierby deur die volgende regulasie vervang:

- "4. Die registrateur of die persoon wat in sy/haar plek waarneem, is die verkiezingsbeampte vir verkiezings ingevolge hierdie regulasies."

Vervanging van regulasie 5 van die Regulasies

6. Regulasie 5 van die Regulasies word hierby deur die volgende regulasie vervang:

- "5. (1) Die verkiezingsbeampte moet hoogstens 120 dae maar minstens 90 dae voor die verkiezing—
- (a) 'n kennisgewing in die *Staatskoerant* laat publiseer ten effekte dat nominasies as kandidate vir die verkiezing van die getal lede wat verkies moet

may be submitted to the returning officer up to the date and hour specified therein, which date shall not be later than 30 days after the date of publication of such notice;

- (b) address a written request to training institutions asking for at least five nominations for candidates;
- (c) address a written request to national forums and networks in the welfare, social services and development field, which have informed the registrar of their existence, asking for at least one nomination for a candidate; and
- (d) address a written request to the Minister for at least three nominations for candidates.

- (2) If an elected member vacates his/her office or dies before the expiry of his/her period of office, the alternate member for the vacating or deceased elected member shall take his/her place and such alternate member shall hold office until the council's period of office expires."

Substitution for regulation 6 of the Regulations

7. The following regulation is hereby substituted for regulation 6 of the Regulations:

"6. Every candidate for an election, except those candidates nominated by the Minister, shall be nominated on a nomination form provided by the returning officer, on which form shall be stated the latest date on which and the address at which it is to reach the returning officer."

Substitution of regulation 7 of the Regulations

8. The following regulation is hereby substituted for regulation 7 of the Regulations:

"7. (1) Any person nominated a candidate for election as a member in terms of section 5 (1) (a) shall reside in the province for which he/she is nominated as a candidate.

- (2) Any person nominated a candidate in more than one category for election as a member in terms of section 5 (1) may accept only nomination in one category.

- (3) No person shall be accepted as a candidate for election as a member unless—

- (a) he/she, except in the case of a nomination by the Minister, is nominated in writing as such a candidate before the expiry of the nomination time by two persons who are entitled to vote at such election;
- (b) he/she accepts such nomination in writing, by letter, telefax or telegram, before the expiry of the nomination time specified on the nomination form; and

word, by die verkiesingsbeampte ingedien kan word tot op die datum en uur daarin vermeld, welke datum nie later as 30 dae na die datum van publikasie van sodanige kennisgewing is nie;

- (b) aan opleidingsinrigtings 'n skriftelike versoek rig waarin minstens vyf nominasies as kandidate gevra word;
- (c) aan nasionale forums en netwerke in die welsyns-maatskaplikedienste- en ontwikkelingsterrein wat die registrateur van hulle bestaan verwittig het 'n skriftelike versoek rig waarin minstens een nominasie as kandidaat gevra word; en
- (d) aan die Minister 'n skriftelike versoek rig waarin minstens drie nominasies as kandidate gevra word.

- (2) Indien 'n verkose lid sy/haar amp ontruim of sterf voor die verstryking van sy/haar amptstermyn, moet die plaasvervangende lid vir die betrokke lid daardie verkose lid se plek inneem en sodanige plaasvervangende lid beklee die amp totdat die raad se amptstermyn verstryk."

Vervanging van regulasie 6 van die Regulasies

7. Regulasie 6 van die Regulasies word hierby deur die volgende regulasie vervang:

"6. Elke kandidaat vir 'n verkiesing, behalwe die kandidate genomineer deur die Minister, moet genomineer word op 'n nominasievorm wat deur die verkiesingsbeampte verskaf word, op welke vorm die laaste datum waarop en die adres waar dit die verkiesingsbeampte moet bereik, vermeld word."

Vervanging van regulasie 7 van die Regulasies

8. Regulasie 7 van die Regulasies word hierby deur die volgende regulasie vervang:

"7. (1) 'n Persoon wat genomineer word vir verkiesing as 'n lid ingevolge artikel 5 (1) (a) moet woonagtig wees in die provinsie waarvoor hy/sy as 'n kandidaat genomineer word.

- (2) 'n Persoon wat genomineer word in meer as een kategorie vir verkiesing as 'n lid ingevolge artikel 5 (1) mag slegs 'n nominasie in een kategorie aanvaar.

- (3) Niemand word as 'n kandidaat vir verkiesing as 'n lid aanvaar nie, tensy—

- (a) hy/sy, behalwe in die geval van 'n nominasie deur die Minister, voor die verstryking van die nominasietyd skriftelik as so 'n kandidaat genomineer word deur 'n persoon wat daarop geregtig is om by sodanige verkiesing te stem;
- (b) hy/sy skriftelik voor die verstryking van die nominasietyd vermeld op die nominasievorm, per brief, per telefaks of per telegram sodanige nominasie aanvaar; en

- (c) he/she deposits with the returning officer an amount of R50 before the expiry of the nomination time.
- (4) The said amount shall be refunded to a candidate—
 - (a) if he/she is elected unopposed;
 - (b) if he/she is declared duly elected in terms of these regulations;
 - (c) if, in an election by ballot, he/she receives a number of votes greater than or equal to at least one third of the total number of votes received by the candidate elected by the smallest number of votes."

Amendment of regulation 8 of the Regulations

9. Regulation 8 of the Regulations is hereby amended by the substitution for paragraph (a) of the following paragraph:

- "(a) unless it contains, as the case may be—
- (i) the full names, registration number and addresses, as registered with the council, of the person so nominated and of the persons by whom he/she is so nominated; or
 - (ii) the full names and addresses of persons nominated in terms of section 5 (1) (b) and (c) and of the persons by whom they are so nominated;"

Amendment of regulation 9 of the Regulations

10. Regulation 9 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

- "(1) If the number of persons accepted as candidates is equal to or less than the number of members to be elected, the returning officer shall forthwith declare the candidates who were so accepted to be duly elected members and shall cause a notice to that effect to be published in the *Gazette*."

Substitution of regulation 10 of the Regulations

11. The following regulation is hereby substituted for regulation 10 of the Regulations:

- "10. (1) If, on or before the polling day, a candidate dies or notifies the returning officer in writing of the withdrawal of his/her candidature and the remaining number of candidates is equal to or less than the number of members to be elected, the election shall be stopped immediately and the returning officer shall forthwith declare the said candidates to be duly elected members and shall cause a notice as contemplated in regulation 9 to be published.

- (c) hy/sy voor die verstryking van die nominasietyd 'n bedrag van R50 by die verkiesingsbeampte deponeer.

- (4) Bedoelde bedrag moet aan 'n kandidaat terugbetaal word—

- (a) indien hy/sy onbetstrede verkies word;
- (b) indien hy/sy ingevolge hierdie regulasies as behoorlik verkose verklaar word;
- (c) indien hy/sy in 'n verkiesing deur stemming gehou 'n getal stemme kry wat meer is as of gelyk is aan minstens een derde van die totale stemmetal verkry deur die kandidaat wat met die kleinste getal stemme verkies word."

Wysiging van regulasie 8 van die Regulasies

9. Regulasie 8 van die Regulasies word hierby gewysig deur paragraaf (a) deur die volgende paragraaf te vervang:

- "(a) tensy, na gelang van geval, daarin vermeld word—
- (i) die volle name, registrasienommers en adresse, soos by die raad geregistreer, van die persoon wat aldus genomineer word en die persone deur wie hy/sy aldus genomineer word; of
 - (ii) die volle name en adresse van persone wat ingevolge artikel 5 (1) (b) en (c) genomineer word en die persone deur wie hulle aldus genomineer word."

Wysiging van regulasie 9 van die Regulasies

10. Regulasie 9 van die regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

- "(1) Indien die getal persone wat as kandidate aanvaar word, gelyk is aan of minder is as die getal lede wat verkies moet word, verklaar die verkiesingsbeampte onverwyld die kandidate wat aldus aanvaar word, tot behoorlik verkose lede en laat hy/sy 'n kennisgewing te dien effekte in die *Staatskoerant* publiseer."

Vervanging van regulasie 10 van die Regulasies

11. Regulasie 10 van die Regulasies word hierby deur die volgende regulasie vervang:

- "10. (1) Indien 'n kandidaat voor of op die stemdag sterf of die terugtrekking van sy/haar kandidatuur skriftelik aan die verkiesingsbeampte meedeel en die oorblywende getal kandidate gelyk is aan of minder is as die getal lede wat verkies moet word, word die verkiesing onmiddelik gestaak en verklaar die verkiesingsbeampte onverwyld bedoelde kandidate tot behoorlik verkose lede en laat hy/sy 'n kennisgewing soos beoog in regulasie 9 publiseer.

- (2) If, on or before the polling day, a candidate dies or notifies the returning officer in writing of the withdrawal of his/her candidature and the remaining number of candidates exceeds the number of members to be elected, the election shall be proceeded with as if the candidate who died had not died or the candidate who withdrew his/her candidature had not withdrawn his/her candidature, but any votes which have been or are recorded in his/her favour be ignored in the determination of the result of the election."

Amendment of regulation 12 of the Regulations

12. Regulation 12 of the Regulations is hereby amended by the substitution for subregulation (3) of the following subregulation:

- "(3) Where a letter or identification envelope so despatched is lost or destroyed or spoilt, the returning officer shall, if on the strength of an affidavit he/she is satisfied of such loss or destruction or spoilage, despatch or deliver to the voter to whom the original documents were despatched, at his/her request, a new ballot paper or identification envelope or both."

Amendment of regulation 13 of the Regulations

13. Regulation 13 of the Regulations is hereby amended by the substitution for subregulations (1), (2) and (3) of the following subregulations, respectively:

- "(1) Subject to the provisions of regulation 15 (7), a voter shall cast his/her vote by personally making an X mark in the square appearing on the ballot paper opposite the name of the candidate for whom he/she wants to vote.
- (2) A ballot paper referred to in subregulation (1) shall in each category contain, in alphabetical order of family names, the full names and registration numbers of all the candidates nominated in terms of section 5 (1) (a) and (d) and, opposite each such name, an open square in which the mark referred to in subregulation (1) can be made, and shall contain in conspicuous print a statement that such ballot paper is a ballot paper for the election of members of the South African Interim Council for Social Work and that the voter is entitled to vote for not more than the number of candidates mentioned therein.
- (3) A voter shall —
- place his/her ballot paper in the identification envelope and seal it;
 - complete and sign the declaration on the identification envelope in the presence of two witnesses, who shall certify his/her signature;
 - place the identification envelope in a cover envelope addressed to the returning officer and post or otherwise convey it to him/her."

- (2) Indien 'n kandidaat voor of op die stemdag sterf of die terugtrekking van sy/haar kandidatuur skriftelik aan die verkiesingsbeampte meedeel en die oorblywende getal kandidate meer is as die getal lede wat verkies moet word, word die verkiesing voortgesit asof die kandidaat wat gesterf het, nie gesterf het nie of die kandidaat wat sy/haar kandidatuur teruggetrek het, nie sy/haar kandidatuur teruggetrek het nie, maar enige stemme wat op hom/haar uitgebring is of uitgebring word, word by die bepaling van die uitslag van die verkiesing geïgnoreer."

Wysiging van regulasie 12 van die Regulasies

12. Regulasie 12 van die Regulasies word hierby gewysig deur subregulasie (3) deur die volgende subregulasie te vervang:

- "(3) Indien 'n aldus versende brief of identifikasiekoevert verlore raak of vernietig of bederf word, moet die verkiesingsbeampte, as hy/sy op grond van 'n beëdigde verklaring oortuig is van sodanige verlies of vernietiging of bederwing, op versoek van die kieser aan wie die oorspronklike dokumente gestuur is, 'n nuwe stembrief of identifikasiekoevert of albei aan hom/haar stuur of oorhandig."

Wysiging van regulasie 13 van die Regulasies

13. Regulasie 13 van die Regulasies word hierby gewysig deur subregulasies (1), (2) en (3) deur onderskeidelik die volgende subregulasies te vervang:

- "(1) Behoudens die bepalings van regulasie 15 (7) bring 'n kieser sy/haar stem uit deur persoonlik in die vierkant wat op die stembrief voorkom teenoor die naam van die kandidaat vir wie hy/sy wil stem 'n X-merk te maak.
- (2) 'n Stembrief in subregulasie (1) bedoel, moet in elke kategorie in alfabetiese volgorde van familienaam die volle name en registrasienommers van al die kandidate genomineer ingevolge artikel 5 (1) (a) en (d) bevat en teenoor iedere sodanige naam 'n blanko blokkie waarin die in subregulasie (1) bedoelde merk aangebring kan word, en moet in opvallende druk 'n verklaring bevat dat sodanige stembrief 'n stembrief is vir die verkiesing van lede van die Suid-Afrikaanse Interim Raad vir Maatskaplike Werk en dat die kieser daarop geregtig is om vir hoogstens die getal kandidate daarin genoem, te stem.
- (3) 'n Kieser moet —
- sy/haar stembrief in die identifikasiekoevert plaas en die koevert verseël;
 - die verklaring wat op die identifikasiekoevert verskyn, invul en teken in die teenwoordigheid van twee getuies, wat sy/haar handtekening moet sertifiseer;
 - die identifikasiekoevert in 'n omslagkoevert plaas wat aan die verkiesingsbeampte geadresseer is en dit aan die verkiesingsbeampte stuur of andersins aan hom/haar besorg."

Substitution of regulation 14 of the Regulations

14. The following regulation is hereby substituted for regulation 14 of the Regulations:

- "14. The returning officer shall place each identification envelope received by him/her unopened in a ballot box previously sealed by him/her in the presence of a candidate, agent or polling officer while it was empty, and shall keep such ballot box in safe custody up to and on the polling day so that no person other than him/herself shall have access to it."

Amendment of regulation 15 of the Regulations

15. Regulation 15 of the Regulations is hereby amended by—

- (a) the substitution for paragraph (b) of subregulation (1) of the following paragraph:

"(b) open such identification envelopes as in his/her opinion meet the requirements of regulation 13 (3) and place the ballot papers in a ballot box sealed in the manner referred to in regulation 14; and";

- (b) the substitution for paragraph (c) of subregulation (2) of the following paragraph:

"(c) has not marked his/her ballot paper or his/her ballot paper is invalid owing to any uncertainty;";

- (c) the substitution for regulation (3) of the following subregulation:

"(3) No vote cast on a ballot paper which is not received by the returning officer before the hour on the polling day determined by him/her shall be taken into account at the counting of the votes recorded at the election.";

- (d) the substitution for subregulation (7) of the following subregulation:

"(7) Notwithstanding the provisions of subregulation (2), no ballot paper or vote shall be rejected solely on account of the fact that a vote thereon or such vote has been recorded otherwise than by means of the X mark referred to in subregulation 13 (1), unless it appears to the returning officer from the ballot paper and he/she is of the opinion that a vote for a particular candidate has been changed to a vote for another candidate.";

- (e) the substitution for subregulation (9) of the following subregulation:

"(9) The returning officer shall endorse on every ballot paper which he/she rejects as invalid that it has been rejected and he/she shall, opposite every vote which he/she rejects, endorse the name of the candidate for whom such a vote was cast.";

Vervanging van regulasie 14 van die Regulasies

14. Regulasie 14 van die Regulasies word hierby deur die volgende regulasie vervang:

- "14. Die verkiesingsbeampte moet elke identifikasiekoevert wat hy/sy ontvang ongeopen in 'n stembus plaas wat hy/sy vooraf in die teenwoordigheid van 'n kandidaat, agent of stembeampte verseël het terwyl dit leeg was, en moet daardie stembus tot en met die stembag veilig bewaar sodat niemand anders as hyself/syself toegang daartoe het nie."

Wysiging van regulasie 15 van die Regulasies

15. Regulasie 15 van die Regulasies word hierby gewysig deur—

- (a) paragraaf (b) van subregulasie (1) deur die volgende paragraaf te vervang:

"(b) die indentifikasiekoeverte wat na sy/haar mening aan die bepalings van regulasie 13 (3) voldoen, oopmaak en die stembriewe plaas in 'n stembus wat verseël is soos in regulasie 14 bedoel; en";

- (b) in die Engelse teks, paragraaf (c) van subregulasie (2) deur die volgende paragraaf te vervang:

"(c) has not marked his/her ballot paper or his/her ballot paper is invalid owing to any uncertainty;";

- (c) subregulasie (3) deur die volgende subregulasie te vervang:

"(3) Geen stem uitgebring in 'n stembrief wat die verkiesingsbeampte nie voor die uur deur hom/haar bepaal op die stembag terugontvang nie, word by die telling van die stemme wat by die verkiesing uitgebring is, in aanmerking geneem nie.";

- (d) in die Engelse teks, subregulasie (7) deur die volgende subregulasie te vervang:

"(7) Notwithstanding the provisions of subregulation (2), no ballot paper or vote shall be rejected solely on account of the fact that a vote thereon or such vote has been recorded otherwise than by means of the X mark referred to in subregulation 13 (1), unless it appears to the returning officer from the ballot paper and he/she is of the opinion that a vote for a particular candidate has been changed to a vote for another candidate.";

- (e) subregulasie (9) deur die volgende subregulasie te vervang:

"(9) Die verkiesingsbeampte moet op elke stembrief wat hy/sy as ongeldig verwerp, endosseer dat dit verwerp is, en hy/sy moet teenoor elke stem wat hy/sy verwerp, die naam endosseer van die kandidaat op wie daardie stem uitgebring is.";

(f) the substitution for subregulation (12) of the following subregulation:

“(12) (a) As soon as the returning officer has ascertained the validity or otherwise of all the ballot papers and of all the votes recorded thereby in terms of these regulations, he/she shall determine the number of votes cast for each candidate and which is not rejected in terms of these regulations, and he/she shall, subject to the provisions of subregulation (13) and the number of members to be elected, in descending numerical sequence per category of the number of votes cast for each candidate, declare those candidates who drew the largest numbers of such votes to be duly elected members of the council with effect from the polling day.

- (b) (i) The candidate in terms of the provisions of section 5 (1) (a) who drew the second largest number of votes in each province shall be regarded as the duly elected alternate member of the council for the province concerned.
- (ii) The two candidates from nominations supplied by training institutions in terms of the provisions of section 5 (1) (b) who drew the third and fourth largest number of votes from the electorate shall be regarded as duly elected alternate members of the council for the training institutions.
- (iii) The two candidates from nominations supplied by national forums and networks in terms of the provisions of section 5 (1) (c) who drew the third and fourth largest number of votes from the electorate shall be regarded as duly elected alternate members of the council for the national forums and networks.
- (iv) The candidate from nominations by the Minister in terms of the provisions of section 5 (1) (d) who drew the second largest number of votes from the electorate shall be regarded as the duly elected alternate member of the council for the Minister.

(f) subregulasie (12) deur die volgende subregulasie te vervang:

“(12) (a) Sodra die verkiesingsbeampte die geldigheid al dan nie van al die stembriefe en van al die stemme by wyse daarvan uitgebring, ingevolge hierdie regulasies vagestel het, moet hy/sy die getal stemme bepaal wat op elke kandidaat uitgebring is en ingevolge hierdie regulasies nie verwerp is nie, en moet hy/sy behoudens die bepalings van subregulasie (13) en die getal lede wat verkies moet word, in dalende numeriese volgorde per kategorie van die getal stemme op elke kandidaat uitgebring, die kandidaat op wie die grootste getal sodanige stemme uitgebring is, verklaar tot behoorlik verkose lede van die raad met ingang van die stembag.

- (b) (i) Die kandidaat ingevolge die bepalings van artikel 5 (1) (a), op wie die tweede meeste stemme in elke provinsie uitgebring is, word beskou as die behoorlik verkose plaasvervangende lid van die raad vir die betrokke provinsie.
- (ii) Die twee kandidate uit nominasies deur opleidingsinrigtings ingevolge die bepalings van artikel 5 (1) (b) verskaf, op wie die derde en vierde meeste stemme van die kieserskorps uitgebring is, word beskou as behoorlik verkose plaasvervangende lede van die raad vir die opleidingsinrigtings.
- (iii) Die twee kandidate uit nominasies deur nasionale forums en netwerke ingevolge die bepalings van artikel 5 (1) (c) verskaf, op wie die derde en vierde meeste stemme van die kieserskorps uitgebring is, word beskou as behoorlik verkose plaasvervangende lede van die raad vir die nasionale forums en netwerke.
- (iv) Die kandidaat uit nominasies deur die Minister ingevolge die bepalings van artikel 5 (1) (d) verskaf, op wie die tweede meeste stemme van die kieserskorps uitgebring is, word beskou as behoorlik verkose plaasvervangende lid van die raad vir die Minister.

- (v) An alternate member has the right to attend and to vote at any meeting of the council only if the member elected in terms of section 5 (1) is not able to attend the meeting.”;

- (g) the substitution for subregulation (13) of the following subregulation:

“(13) If two or more candidates have received an equal number of votes in a category in terms of section 5 (1) and as a result it is not possible in terms of subregulation (12) to declare as many candidates as there are members to be elected to the council, the returning officer shall declare the candidates in respect of whom such a declaration is possible to be duly elected members of the council with effect from the date contemplated in section 5 (3), and the returning officer shall immediately in the presence of the candidates, the agents (if present) and the polling officers determine by drawing lots which of the candidates who received an equal number of votes shall be declared elected.”;

- (h) the substitution for subregulation (14) of the following subregulation:

“(14) The returning officer shall as soon as possible cause the result of the election, including the number of votes recorded for each candidate, to be published in the *Gazette*.”.

Amendment of regulation 16 of the Regulations

16. Regulation 16 of the Regulations is hereby amended by—

- (a) the substitution for paragraph (a) of subregulation (1) of the following paragraph:

“(a) seal in a separate parcel all the ballot papers which he/she has rejected in terms of these regulations, together with a list of any votes which he/she has so rejected mentioning the number of the ballot paper concerned and, if it was possible to ascertain them, the names of the candidates affected by such rejection, and mark the parcel with the expression ‘rejected ballot papers’;”;

- (b) the substitution for paragraph (b) of subregulation (1) of the following paragraph:

“(b) seal in a separate parcel the counterfoils of all ballot papers which have been issued by him/her and mark the parcel with the expression ‘counterfoils’;”;

- (v) 'n Plaasvervangende lid het die reg om 'n vergadering van die raad by te woon en daartydens te stem slegs indien die ingevolge artikel 5 (1) verkose lid die vergadering nie kan bywoon nie.”;

- (g) subregulasie (13) deur die volgende subregulasie te vervang:

“(13) Indien twee of meer kandidate 'n gelyke getal stemme ontvang in 'n kategorie ingevolge artikel 5 (1) van die Wet en dit as gevolg daarvan nie moontlik is om ingevolge subregulasie (12) soveel kandidate as wat daar lede is wat verkies moet word, te verklaar tot verkose lede van die raad nie, verklaar die verkiesingsbeampte die kandidate ten opsigte van wie so 'n verklaring moontlik is, tot behoorlik verkose lede van die raad met ingang van die datum in artikel 5 (3) beoog en bepaal die verkiesingsbeampte onmiddellik in die teenwoordigheid van die kandidate, die agente (indien teenwoordig) en die stembeampptes deur die lot watter van die kandidate wat 'n gelyke getal stemme ontvang het, as verkose verklaar moet word.”;

- (h) subregulasie (14) deur die volgende subregulasie te vervang:

“(14) Die verkiesingsbeampte moet die uitslag van die verkiesing, met inbegrip van die getal stemme wat op elke kandidaat uitgebring is, so spoedig moontlik in die *Staatskoerant* laat publiseer.”.

Wysiging van regulasie 16 van die Regulasies

16. Regulasie 16 van die Regulasies word hierby gewysig deur—

- (a) paragraaf (a) van subregulasie (1) deur die volgende paragraaf te vervang:

“(a) al die stembriewe wat hy/sy ingevolge hierdie regulasies verwerp het, tesame met 'n lys bevattende enige stemme wat hy/sy aldus verwerp het en die nommer van die betrokke stembrief en, indien dit vasgestel kon word, die name van die kandidate wat deur sodanige verwerping geraak word, in 'n afsonderlike pakket verseël en die pakket merk met die uitdrukking ‘verworpe stembriewe’;”;

- (b) paragraaf (b) van subregulasie (1) deur die volgende paragraaf te vervang:

“(b) die teenblaai van alle stembriewe wat hy/sy uitgereik het, in 'n afsonderlike pakket verseël en die pakket merk met die uitdrukking ‘teenblaai’;”;

- (c) the substitution for subregulation (2) of the following subregulation:

“(2) The returning officer shall forthwith deliver the parcels referred to in subregulation (1) to the registrar, who shall keep such parcels unopened for a period of at least one year, unless he/she is otherwise directed by a competent court.”.

Amendment of regulation 17 of the Regulations

17. Regulation 17 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) The returning officer may at any time appoint as many other employees of the council to be polling officers as he/she may deem necessary to assist him/her in the performance of his/her functions in terms of these regulations.”.

Substitution of regulation 18 of the Regulations

18. The following regulation is hereby substituted for regulation 18 of the Regulations:

“18. The returning officer and every polling officer, candidate or agent who is entitled to be present at the examination of papers or the determination of the result of the election in terms of regulation 15 shall, before he/she assumes the office of returning officer or before he/she may be so present as polling officer, candidate or agent, make a declaration of secrecy under oath before a commissioner of oaths in which he/she undertakes to maintain and to help maintain the secrecy of the voting at the election and not to, except for some lawful reason, disclose any information to anyone else whom may reasonably be expected to defeat the secrecy of such voting.”.

Substitution of regulation 19 of the Regulations

19. The following regulation is hereby substituted for regulation 19 of the Regulations:

“19. Except in so far as is otherwise provided by or in terms of these regulations, the returning officer shall perform his/her duties in terms of the these regulations during the hours between 08:00 and 12:30 and 14:00 and 16:00 on every day of the week that is not a Saturday, a Sunday or a public holiday referred to in section 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994).”.

Commencement

20. These regulations shall come into effect on the date of commencement of the Social Work Amendment Act, 1995.

- (c) subregulasie (2) deur die volgende subregulasie te vervang:

“(2) Die verkiesingsbeampte moet die pakkette in subregulasie (1) bedoel, onverwyld aan die registrateur oorhandig, wat sodanige pakkette minstens een jaar lank onoopenbaar moet bewaar, tensy hy/sy deur 'n bevoegde hof anders gelas word.”.

Wysiging van regulasie 17 van die Regulasies

17. Regulasie 17 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) Die verkiesingsbeampte kan te eniger tyd soveel ander werknemers van die raad as stembeampes aanstel as wat hy/sy nodig ag om hom/haar met die uitvoering van sy/haar werksaamhede ingevolge hierdie regulasies behulpzaam te wees.”.

Vervanging van regulasie 18 van die Regulasies

18. Regulasie 18 van die Regulasies word hierby deur die volgende regulasie vervang:

“18. Die verkiesingsbeampte en elke stembeampte, kandidaat of agent wat daarop geregtig is om by die nagaan van stukke of die bepaling van die uitslag van die verkiesing ingevolge regulasie 15 teenwoordig te wees, moet voordat hy/sy die amp van verkiesingsbeampte aanvaar of voordat hy/sy as stembeampte, kandidaat of agent aldus teenwoordig kan wees, 'n beëdigde verklaring van geheimhouding voor 'n kommissaris van ede aflê waarin hy/sy onderneem om die geheimhouding van die stemming by die verkiesing te handhaaf en te help handhaaf en om geen inligting, behalwe om die een of ander regtens geoorloofde rede, mee te deel nie aan enigiemand anders van wie redelikerwys verwag kan word dat so iemand die geheimhouding van sodanige stemming sal verydel.”.

Vervanging van regulasie 19 van die Regulasies

19. Regulasie 19 van die Regulasies word hierby deur die volgende regulasie vervang:

“19. Behalwe vir sover by of ingevolge hierdie regulasie anders bepaal, verrig die verkiesingsbeampte sy/haar werksaamhede ingevolge hierdie regulasies gedurende die ure tussen 08:00 en 12:30 en 14:00 en 16:00 op elke weekdag wat nie 'n Saterdag of Sondag of 'n openbare vakansiedag bedoel in artikel 1 van die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994), is nie.”.

Inwerkingtreding

20. Hierdie regulasies tree in werking op die datum van inwerkingtreding van die Wysigingswet op Maatskaplike Werk, 1995.

SOUTH AFRICAN POLICE SERVICE**No. R. 1670****27 October 1995****AMENDMENT OF THE REGULATIONS FOR THE
SOUTH AFRICAN POLICE SERVICE**

The Minister of Safety and Security has, under section 24 (1) and 72 (1) (c) of the South African Police Service Act, 1995 (Act No. 68 of 1995), read with section 12 of the South African Police Service Rationalisation Proclamation, 1995 (R. 5, 1995), made the regulations contained in the Schedule hereto.

F. S. MUFAMADI,

Minister of Safety and Security.

SCHEDULE**DEFINITION**

1. In these regulations "the Regulations" means the Regulations promulgated by Government Notice No. R. 203 of 14 February 1964, as amended.

AMENDMENT OF REGULATION 8 OF THE REGULATIONS

2. Regulation 8 of the Regulations is hereby amended by the substitution for regulation 8 of the following regulation:

"RANKS

8. (1) The ranks in the Service, in order of precedence, are as follows:

National Commissioner
Deputy National Commissioner
Provincial Commissioner, Divisional Commissioner
Assistant Commissioner/Chief Manager
Director/Manager
Senior Superintendent/Deputy Manager
Superintendent/Assistant Manager
Captain/Senior Supervisor
Inspector/Supervisor
Sergeant/Police Support Official
Constable/Police Support Official

(2) The National Commissioner may, in individual cases, determine a rank which is not included in subregulation (1) and provide that a particular member shall hold such rank: Provided that the National Commissioner shall simultaneously determine that the rank shall for all purposes be equivalent to a rank included in subregulation (1).

(3) The form of address in respect of members shall be prescribed by the National Commissioner by means of National Orders.

(4) The ranks contemplated in subregulation (1) shall apply only to members appointed in the Service in rationalised posts. Where more than one rank at the same level is determined in subregulation (1), the National Commissioner shall determine which rank a member shall hold.

SUID-AFRIKAANSE POLISIEDIENS**No. R. 1670****27 Oktober 1995****WYSIGING VAN DIE REGULASIES VIR DIE SUID-
AFRIKAANSE POLISIEDIENS**

Die Minister van Veiligheid en Sekuriteit het kragtens artikel 24 (1) en 72 (1) (c) van die Suid-Afrikaanse Polisiediens Wet, 1995 (Wet No. 68 van 1995), gelees met artikel 12 van die Suid-Afrikaanse Polisiediens Rasionalisasie Proklamasie, 1995 (R. 5, 1995), die regulasies in die Bylae uitgevaardig.

F. S. MUFAMADI,

Minister van Veiligheid en Sekuriteit.

BYLAE**WOORDBEPALING**

1. In hierdie regulasies beteken "die Regulasies" die Regulasies afgekondig by Goewermentskennisgewing No. R. 203 van 14 Februarie 1964, soos gewysig.

WYSIGING VAN REGULASIE 8 VAN DIE REGULASIES

2. Regulasie 8 van die Regulasies word hierby gewysig deur die vervanging van Regulasie 8 met die volgende regulasie:

"RANGE

8. (1) Die range in die Diens, in volgorde van voorrang, is soos volg:

Nasionale Kommissaris
Adjunk Nasionale Kommissaris
Provinsiale Kommissaris, Afdelingskommissaris
Assistent Kommissaris/Hoofbestuurder
Direkteur/Bestuurder
Senior Superintendent/Adjunkbestuurder
Superintendent/Assistentbestuurder
Kaptein/Senior Toesighouer
Inspekteur/Toesighouer
Sersant/Polisie Ondersteuningsbeampte
Konstabel/Polisie Ondersteuningsbeampte

(2) Die Nasionale Kommissaris kan in individuele gevalle 'n rang wat nie by subregulasie (1) ingesluit is nie bepaal en voorsiening maak dat 'n besondere lid sodanige rang sal hou: Met dien verstande dat die Nasionale Kommissaris tegelykertyd bepaal dat die rang vir alle doeleindes gelykwaardig is aan 'n rang ingesluit in subregulasie (1).

(3) Die aanspreekvorm ten opsigte van lede word deur die Nasionale Kommissaris by wyse van Nasionale Orders voorgeskryf.

(4) Die range bedoel in subregulasie (1) is slegs van toepassing op lede aangestel in die Diens in gerasionaliseerde poste. Waar meer as een rang in subregulasie (1) op dieselfde vlak bepaal is, bepaal die Nasionale Kommissaris watter rang 'n lid hou.

(5) Any reference in any law to a member holding a rank mentioned in column 1 of the Schedule to this regulation, shall be interpreted to include a reference to a member holding the corresponding rank mentioned in column 2 of the Schedule to this regulation.

(6) Any reference in any law to a commissioned officer shall be interpreted to include a reference to a member holding the rank of Captain/Senior Supervisor or a higher rank mentioned in subregulation (1).

(7) Any reference in any law to a non-commissioned officer shall be interpreted to include a reference to a member holding the rank of Inspector or Sergeant.

(8) A member who, before the coming into operation of this regulation, has been appointed to a rationalised post in the Service and held a rank and, where applicable, occupied the associated post mentioned in column 1 of the Schedule to this regulation, shall, with effect from the date of the coming into operation of this regulation, hold a corresponding rank mentioned in column 2 of the said Schedule.

(9) A member who, before the coming into operation of this regulation, has been appointed to a rationalised post in the Service and held a rank and, where applicable, occupied the associated post mentioned in column 1 of the Schedule to this regulation, shall, after the coming into operation of this regulation, retain the salary, salary scale, allowances and or benefits applicable to the said rank and, where applicable, the said accompanying post and any amendment to such salary, salary scale, allowances and benefits thereafter shall similarly be applicable to such member.

(10) The salary, salary scale, allowances and benefits to which a member who, after the coming into operation of this regulation, is appointed to a rationalised post in the Service and as a result of such appointment holds a rank mentioned in column 2 of the Schedule to this regulation, shall be entitled to, shall be the salary, salary scale, allowances and benefits to which a member, who occupies a pre-rationalised post and holds the corresponding rank mentioned in column 1 of the Schedule to this regulation, would be entitled to in terms of any legislative measure applicable thereto at such time and any amendment to such salary, salary scale, allowances and benefits thereafter shall similarly be applicable to such member.

SCHEDULE

COLUMN 1	COLUMN 2
General	National Commissioner
Lieutenant-General	Deputy National Commissioner
(appointed as Deputy National Commissioner)	
Lieutenant-General	Provincial Commissioner
(appointed as Provincial Commissioner)	
Lieutenant-General	Divisional Commissioner
(appointed as Divisional Head)	
Major-General	Assistant-Commissioner/Chief manager

(5) Enige verwysing in enige wet na 'n lid wat 'n rang hou vermeld in kolom 1 van die Bylae tot hierdie regulasie, word uitgelê om 'n verwysing in te sluit na 'n lid wat die ooreenstemmende rang vermeld in kolom 2 van die Bylae tot hierdie regulasie hou.

(6) Enige verwysing in enige wet na 'n offisier word uitgelê om 'n verwysing in te sluit na 'n lid wat die rang van Kaptein/Senior Toesighouer of hoër rang in subregulasie (1) genoem, hou.

(7) Enige verwysing in enige wet na 'n onder-offisier, word uitgelê om 'n verwysing in te sluit na 'n lid wat die rang van Inspekteur of Sersant hou.

(8) 'n Lid wat voor die inwerkingtreding van hierdie regulasie aangestel is in 'n gerasionaliseerde pos in die Diens en die rang hou en, waar van toepassing, die verwante pos genoem in kolom 1 van die Bylae tot hierdie regulasie bekleë, hou met ingang vanaf die datum van die inwerkingtreding van hierdie regulasie, 'n ooreenstemmende rang genoem in kolom (2) van genoemde Bylae.

(9) 'n Lid wat voor die inwerkingtreding van hierdie regulasie aangestel is in 'n gerasionaliseerde pos in die Diens en die rang hou en, waar van toepassing die verwante pos genoem in kolom 1 van die Bylae tot hierdie regulasie bekleë, behou, na die inwerkingtreding van hierdie regulasie, die salaris, salarisskaal, toelae en of voordele van toepassing op genoemde rang en, waar van toepassing, is sodanige verwante pos en enige wysiging van sodanige salaris, salarisskaal, toelae en voordele daarna insgelyks van toepassing op sodanige lid.

(10) Die salaris, salarisskaal, toelae en voordele waarop 'n lid, wat, na die inwerkingtreding van hierdie regulasie, in 'n gerasionaliseerde pos in die Diens aangestel is en as gevolg van sodanige aanstelling 'n rang genoem in kolom 2 van die Bylae tot hierdie regulasie hou, geregtig is, is die salaris, salarisskaal, toelae en voordele waarop 'n lid, wat in 'n pre-gerasionaliseerde pos dien en die ooreenstemmende rang, genoem in kolom 1 van die genoemde Bylae, hou, kragtens enige wetgewende maatregel wat op sodanige tydstip daarop van toepassing is en enige wysiging aan sodanige salaris, salarisskaal, toelae en voordele is insgelyks van toepassing op sodanige lid.

BYLAE

KOLOM 1	KOLOM 2
Generaal	Nasionale Kommissaris
Luitenant-generaal	Adjunk Nasionale Kommissaris
(aangestel as Adjunk Nasionale Kommissaris)	
Luitenant-generaal	Provinsiale Kommissaris
(aangestel as Provinsiale Kommissaris)	
Luitenant-generaal	Afdelingskommissaris
(aangestel as Afdelingshoof)	
Generaal-majoor	Assistent Kommissaris/Hoofbestuurder
Brigadier	Direkteur/Bestuurder

COLUMN 1	COLUMN 2	KOLOM 1	KOLOM 2
Brigadier	Director/Manager	Kolonel	Senior Superintendent/ Adjunkbestuurder
Colonel	Senior Superintendent/Deputy Manager	Luitenant-kolonel	Superintendent (Tweede Been)/Assistent Bestuurder (Tweede Been)
Lieutenant-Colonel	Superintendent (Second Leg)/ Assistant Manager (Second Leg)	Majoor	Superintendent (Eerste Been)/Assistent Bestuurder (Eerste Been)
Major	Superintendent (First Leg)/ Assistant Manager (First Leg)	Kaptein	Kaptein (Tweede Been)/ Senior Toesighouer (Tweede Been)
Captain	Captain (Second Leg)/Senior Supervisor (Second Leg)	Luitenant	Kaptein (Eerste Been/Senior Toesighouer (Eerste Been)
Lieutenant	Captain (First Leg)/Senior Supervisor (First Leg)	Adjutant-offisier	Inspekteur/Toesighouer
Warrant Officer	Inspector/Supervisor	Sersant	Sersant/Polisie Onder- steuningsbeampte (Graad II)
Sergeant	Sergeant/Police Support/Offi- cial (Grade II)	Konstabel	Konstabel/Polisie Onder- steuningsbeampte (Graad I)
Constable	Constable/Police Support/ Official (Grade I)		

AMENDMENT OF REGULATION 13 OF THE REGULATIONS

3. Regulation 13 of the Regulations is hereby amended—

- (a) by the insertion after subregulation (2) of the following subregulation:

“(3) Any appointment certificate issued to a member in terms of any law referred to in Annexure A to the South African Police Service Rationalisation Proclamation, 1995 (R. 5 of 1995) prior to the coming into operation of this regulation shall be deemed to have been prescribed in terms of section 30 of the Act.”

- (b) by the substitution for Schedule B of the following Schedule:

“SCHEDULE B

SA POLICE SERVICE APPOINTMENT CERTIFICATE

Sect. 30 Act 68/1995

It is hereby certified that No.
with ID has on
been appointed as a member of the South African Police
Service and holds the rank of since
Signed on at

NATIONAL COMMISSIONER:
SA POLICE SERVICE.”

AMENDMENT OF REGULATION 30 OF THE REGULATIONS

4. Regulation 30 of the Regulations is hereby amended by—

- (a) the deletion in subregulation (1) of the words “at public expense”.

WYSIGING VAN REGULASIE 13 VAN DIE REGULASIES

3. Regulasie 13 van die Regulasies word hierby gewysig—

- (a) deur die invoeging na subregulasie (2) van die volgende subregulasie:

“(3) Enige aanstellingsertifikaat uitgereik aan 'n lid kragtens enige wet bedoel in Bylae A van die Suid-Afrikaanse Polisie diens Rasionalisasie Proklamasie, 1995 (R. 5 van 1995) voor die inwerkingtreding van hierdie regulasie word geag kragtens artikel 30 van die Wet voorgeskryf te wees.”;

- (b) deur die vervanging van Bylae B deur die volgende Bylae:

“BYLAE B

SA POLISIEDIENS AANSTELLINGSERTIFIKAAT

Art. 30 Wet 68/1995

Hierby word gesertifiseer dat No.
met ID op
aangestel is as lid van die Suid-Afrikaanse Polisie diens en
die rang van sedert bekleed.
Geteken op te

NATIONALE KOMMISSARIS:
SA POLISIEDIENS.”

WYSIGING VAN REGULASIE 30 VAN DIE REGULASIES

4. Regulasie 30 van die Regulasies word hierby gewysig deur—

- (a) die skraping in subregulasie (1) van die woorde “op staatskoste”.

- (b) the substitution for paragraph (a) of subregulation (1) of the following paragraph:

"(a) in the case of medicine, such medicine shall be obtained from a supplier of medicine who complies with the requirements as may be determined by the Commissioner from time to time: Provided further that the Commissioner may—

- (i) require that a member pay a maximum of one-tenth of the cost of medicine per prescription; and
 - (ii) place a limitation on the expenses for medicine of a member and/or his or her dependants."
- (c) the substitution in paragraph (b) of subregulation (1) for the word "regulations" of the word "instructions" wherever it appears in such paragraph.
- (d) the substitution for subparagraph (ii) of subregulation (2)(a) of the following subparagraph:

"(ii) a member referred to in subparagraph (i) who retires or is dismissed from the Service due to medical unfitness after a continuous period of ten years actual pensionable service in the Service immediately before such retirement or dismissal or where the member completed two or more periods of service in the Service which collectively amount to 25 years, unless otherwise directed by the Commissioner."

AMENDMENT OF REGULATION 31 OF THE REGULATIONS

5. Regulation 31 of the Regulations is hereby amended by—

- (a) the substitution for subregulation (2) of the following subregulation:

"(2) the provision of any medical preparation which is required for the treatment or prevention of an indisposition, disease or injury or the restoration of health and which is prescribed by a registered medical/dental practitioner: Provided that the Commissioner may from time to time exclude specific preparations."

- (b) the deletion in paragraph (b) of subregulation (6) of the words "A recommendation" up to the word "Pensions".
- (c) the insertion after paragraph (b) of subregulation (6) of the following paragraph:

"(c) reconstructive, restoring operations/procedures or treatments of cosmetic nature."

AMENDMENT OF REGULATION 32 OF THE REGULATIONS

6. Regulation 32 of the Regulations is hereby amended by the substitution in subregulation (1) for the words "medical Advisory Board" of the words "National Medical Management Board".

7. These regulations shall come into operation on 1 November 1995.

- (b) die vervanging van paragraaf (a) van subregulasie (1) deur die volgende paragraaf:

"(a) in die geval van medisyne word sodanige medisyne van 'n verskaffer van medisyne verkry wat aan die vereistes voldoen wat die Kommissaris van tyd tot tyd mag bepaal: Met dien verstande verder dat die Kommissaris—

- (i) kan vereis dat 'n lid 'n maksimum van een tiende van die koste van medisyne per voorskrif betaal; en
 - (ii) 'n beperking kan plaas op die uitgawe van medisyne van 'n lid en/of sy of haar afhanklikes."
- (c) die vervanging in paragraaf (b) van subregulasie (1) in die Engelse teks van die woord "regulations" deur die woord "instructions" waar dit ookal in sodanige paragraaf voorkom.
- (d) die vervanging van subparagraaf (ii) van subregulasie (2) (a) deur die volgende subparagraaf:
- "(ii) 'n lid bedoel in subparagraaf (i), wat na voltooiing van 'n aaneenlopende tydperk van tien jaar werklike pensioengewende diens in die Diens onmiddellik voor sodanige aftrede of ontslag, of in die geval van 'n lid wat twee of meer tydperke van diens in die Diens wat gesamentlik 25 jaar beloop, voltooi het, tensy die Kommissaris anders gelas."

WYSIGING VAN REGULASIE 31 VAN DIE REGULASIES

5. Regulasie 31 van die Regulasies word hierby gewysig deur—

- (a) die vervanging van subregulasie (2) deur die volgende subregulasie:

"(2) die verskaffing van enige geneeskundige preparaat wat nodig is vir die behandeling of voorkoming van 'n ongesteldheid, siekte of besering of om die gesondheid te herstel en wat deur 'n geregistreerde geneeskundige/tandheelkundige praktisyn voorgeskryf word: Met dien verstande dat die Kommissaris van tyd tot tyd sekere preparate kan uitsluit."

- (b) die skraping in paragraaf (b) van subregulasie (6) van die woorde "'n Aanbeveling" tot en met die woorde "mag word".
- (c) die invoeging na paragraaf (b) van subregulasie (6) van die volgende paragraaf:

"(c) rekonstruktiewe, restoureerende operasies/prosedures of behandeling van kosmetiese aard."

WYSIGING VAN REGULASIE 32 VAN DIE REGULASIES

6. Regulasie 32 van die Regulasies word hierby gewysig deur die vervanging in subregulasie (1) van die woorde "Mediese Adviesraad" deur die woorde "Nasionale Mediese Bestuursraad".

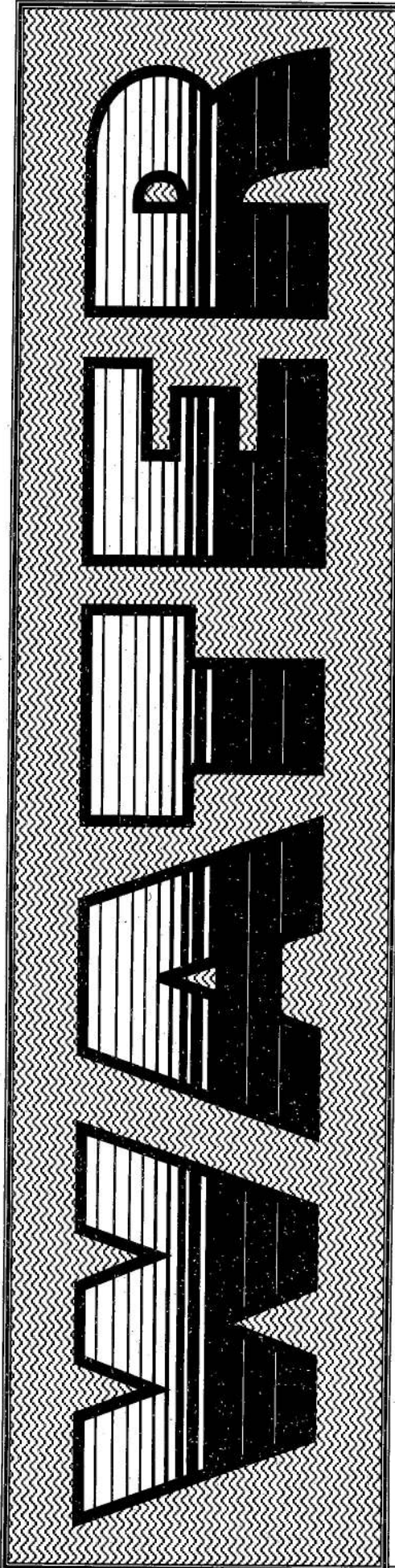
7. Hierdie regulasies tree op 1 November 1995 in werking.

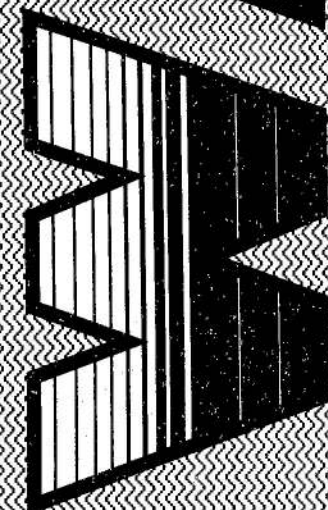
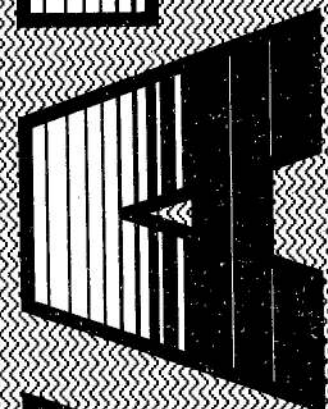
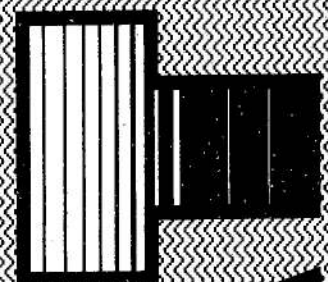
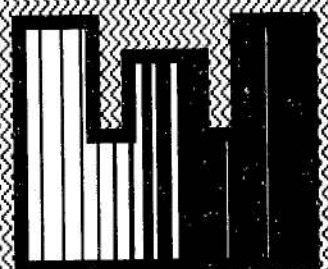
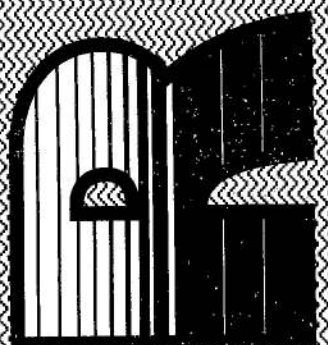


DON'T

WASTE

IT!

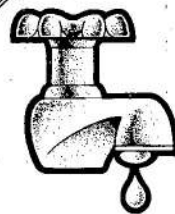


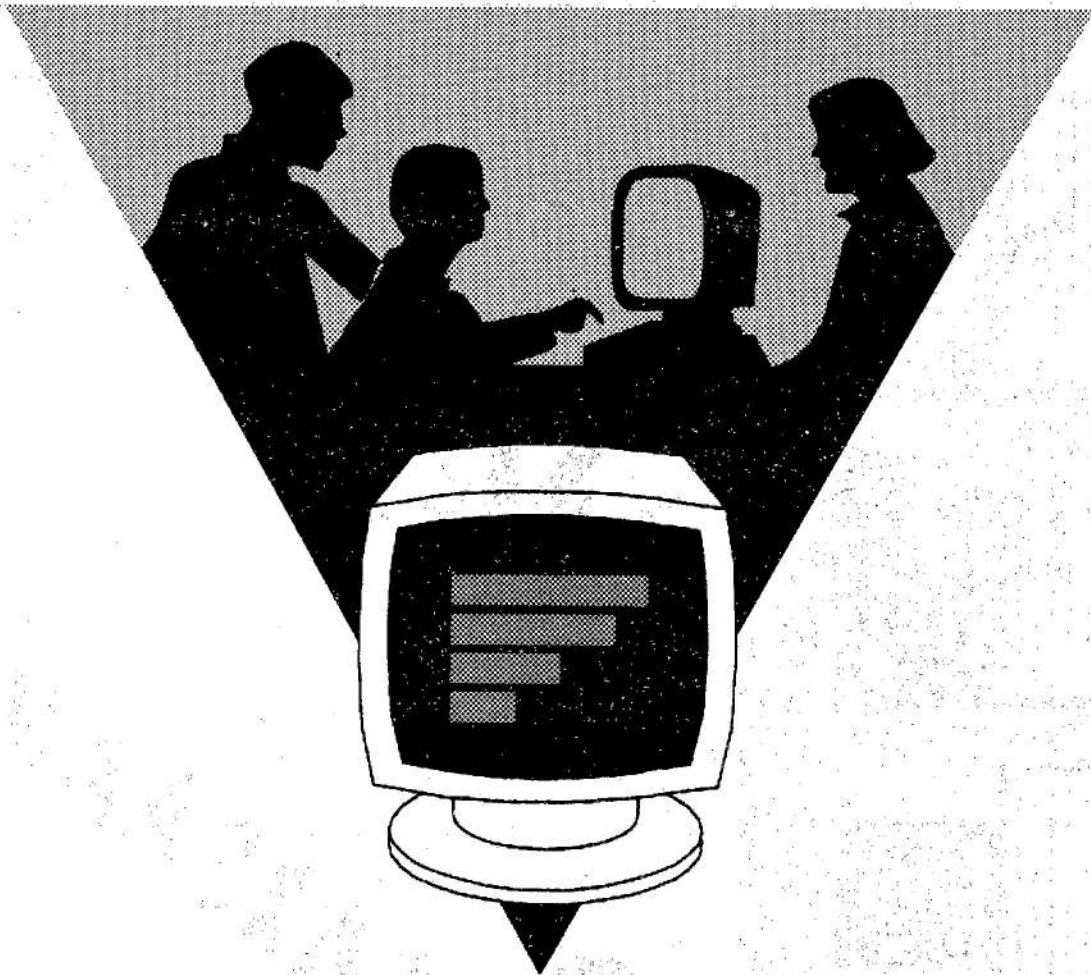


WERK

SPAARSAAM

DAARMEE !





Electronic Government Gazette

- ✓ Online version of the Gazette dating back to January 1994
- ✓ Available via a number of public electronic networks including Internet, Easy Access and Beltel
- ✓ Information available within two working days of publication
- ✓ Flexible tariff structure - various options to suit individual needs

Why an Electronic Government Gazette?

- ✓ Eliminate unnecessary paper storage and wading through stacks of paper copies
- ✓ Provides immediate access to the information you are looking for - search by topic or notice type
- ✓ User friendly application - quick and effective with context sensitive online help



Contact Details: Tel: (012) 663-6873
Tel: (012) 663-4954
E-mail: gentel@info1.sabinet.co.za



A joint venture between GENTEL and SABINET

JUTA LEGAL & ACADEMIC PUBLISHERS

Present

The Juta-State Library Index to the Government Gazette

The *Juta - State Library Index to the Government Gazette* provides quick and easy access to the Government Gazette by direct subject indexing of all government notices, proclamations and board notices published weekly in the Gazette.

Whatever subject you are researching, this detailed but uncomplicated guide will direct you to the notice you require, listing the Gazette number, page and date of publication.

Every edition of the index covers one calendar year. You may subscribe to:

-  the quarterly edition, consisting of four cumulatively updated quarterly issues. The first three are published in soft cover and the final volume, which contains the full annual index, is bound in hard cover to serve as a permanent reference work.
-  the annual edition, consisting only of the final hard-cover volume covering the whole year.

The *Juta - State Library Index to the Government Gazette* has been published since 1990. Indexes to pre-1990 Gazettes are consolidated in a separate publication, *Juta's Index to the South African Government and Provincial Gazettes 1910 to 1989, formerly 'The Windex'*.

"OSALL is grateful that this publication is continuing the high standard set by its predecessor and congratulates Juta & Company Limited on its success in this new venture."

DAPHNE BURGER June 1991 issue of
Organisation of South African Law Librarians Newsletter.

1995 quarterly subscription: R439,00 + R33,00 postage & packaging = *R472,00 (incl VAT).

1995 annual subscription: R298,00 + R13,50 postage & packaging = *R311,50 (incl VAT).

Juta's Index to the South African Government and Provincial Gazettes 1910 to 1989:
*R244,00 (incl VAT, postage & packaging).

**JUTA LEGAL & ACADEMIC PUBLISHERS—
FOR THE ONLY COMPLETE SET OF INDICES TO
THE GOVERNMENT GAZETTE FROM 1910 TO DATE.**

For further details please contact Leverage Solomons at Juta's Subscription Services
Tel: (021) 797-5101 Fax: (021) 761-5861

* Publisher's recommended retail price, which is subject to change without notice. Prices charged by bookshops, including Juta's Bookshops, may vary. Juta's Bookshops and Juta Subscription Services will, however, honour the above advertised price on a "cash with order" basis or where payment is by credit card.

Juta & Co, Ltd • Co Reg No 04/01812/06
Directors: MR Watermeyer (Chairman) JE Duncan (Managing)
CW Wallander JC Potgieter JF Wandrag PM Nel RJH Cooke

Juta

CONTENTS

INHOUD

No.	Page No.	Gazette No.
GOVERNMENT NOTICES		
Agriculture, Department of		
<i>Government Notice</i>		
R. 1634 Livestock Brands Act (87/1962): Compulsory branding of livestock.....	1	16782
R. 1636 Agricultural Pests Act (36/1983): Control measures: Amendment.....	1	16782
R. 1637 do.: Regulations: Amendment.....	3	16782
R. 1649 Marketing Act (59/1968): General levy on oilseeds	5	16782
R. 1650 do.: Regulations: Times and manner of payment of general levy on oilseeds	6	16782
Environmental Affairs and Tourism, Department of		
<i>Government Notice</i>		
R. 1644 Sea Fishery Act (12/1988): Amendment of regulations	7	16782
Finance, Department of		
<i>Government Notice</i>		
R. 1677 Customs and Excise Act (91/1964): Amendment of Schedule No. 2 (No. 2/26)	8	16782
Health, Department of		
<i>Government Notice</i>		
R. 1631 Foodstuffs, Cosmetics and Disinfectants Act (54/1972): Regulations: Edible fats and oils	8	16782
Labour, Department of		
<i>Government Notices</i>		
R. 1638 Manpower Training Act (56/1981): Amendment: Training Scheme for the Aerospace Industry.....	10	16782
R. 1639 do.: Electrical Contracting Industries Training Board: Amendment: Conditions of apprenticeship	10	16782
R. 1640 Labour Relations Act (28/1956): Hair-dressing Trade, Southern and Western Transvaal: Provident Fund Agreement	11	16782
R. 1641 do.: Iron, Steel, Engineering and Metallurgical Industry: Re-enactment of Lift Engineering Agreement.....	20	16782
R. 1642 do.: do.: Re-enactment of Main Agreement.....	31	16782
R. 1648 Manpower Training Act (56/1981): Training Scheme for the Forwarding and Clearing Sector of the Maritime Industry: Correction notice.....	47	16782
R. 1651 Labour Relations Act (28/1956): Building Industry, North and West Boland: Amendment of Main Agreement	48	16782
R. 1652 do.: do.: Extension of Medical Aid Fund Agreement.....	60	16782
R. 1653 do.: do.: Amendment of Medical Aid, Fund Agreement.....	60	16782
R. 1657 Labour Relations Act (28/1956): Building Industry, Western Province: Re-enactment of Agreement for the Cape Peninsula	64	16782
R. 1671 Labour Relations Act (28/1956): Building Industry, Western Province: Amendment of Agreement for the Boland	69	16782
R. 1672 do.: Laundry, Cleaning and Dyeing Industry (Natal): Re-enactment of Provident Fund Agreement	74	16782
R. 1673 do.: Textile Industry, Republic of South Africa: Amendment of Agreement	76	16782

No.	Bladsy No.	Koerant No.
GOEWERMENSKENNISGEWINGS		
Arbeid, Departement van		
<i>Goewermentskennisgewings</i>		
R. 1638 Wet op Mannekrasopleiding (56/1981): Wysiging: Opleidingskema vir die Lugruimnywerheid	10	16782
R. 1639 do.: Opleidingsraad vir die Elektrotegniese Aannemingsnywerhede: Wysiging van leervooraardes	10	16782
R. 1640 Wet op Arbeidsverhoudinge (28/1956): Haarkappersbedryf, Suid- en Wes-Transvaal: Voorsorgfondsooreenkoms....	11	16782
R. 1641 do.: Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid: Herbekragtiging van Hysbakingenieursooreenkoms	20	16782
R. 1642 do.: do.: Herbekragtiging van Hoofoor-eenkoms	31	16782
R. 1648 Wet op Mannekrasopleiding (56/1981): Opleidingskema vir die Verskeping- en Klaringsektor van die Maritiemenywerheid: Verbeteringskennisgewing.....	47	16782
R. 1651 Wet op Arbeidsverhoudinge (28/1956): Bounywerheid, Noord- en Wes-Boland: Wysiging van Hoofoor-eenkoms	48	16782
R. 1652 do.: do.: Verlenging van Mediese Hulpfondsooreenkoms	60	16782
R. 1653 do.: do.: Wysiging van Mediese Hulpfondsooreenkoms	60	16782
R. 1657 Wet op Arbeidsverhoudinge (28/1956): Bounywerheid, Westelike Provinsie: Herbekragtiging van Ooreenkoms vir die Kaapse Skiereiland	64	16782
R. 1671 Wet op Arbeidsverhoudinge (28/1956): Bounywerheid, Westelike Provinsie: Wysiging van Ooreenkoms vir die Boland	69	16782
R. 1672 do.: Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal): Herbekragtiging van Voorsorgfondsooreenkoms	74	16782
R. 1673 do.: Tekstielnywerheid, Republiek van Suid-Afrika: Wysiging van Ooreenkoms....	76	16782
R. 1674 do.: Intrekking van Goewermentskennisgewing: Bounywerheid, Westelike Provinsie	83	16782
R. 1675 do.: Bounywerheid, Westelike Provinsie: Herbekragtiging van Mediese Hulpfondsooreenkoms	83	16782
R. 1676 do.: Meubelnywerheid, Natal: Wysiging van Hoofoor-eenkoms	85	16782
R. 1678 Wet op Arbeidsverhoudinge (28/1956): Bounywerheid, Oos-Londen: Wysiging van Ooreenkoms	97	16782
R. 1679 do.: Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal): Herbekragtiging van Siektebystandsfondsooreenkoms	100	16782
Finansies, Departement van		
<i>Goewermentskennisgewing</i>		
R. 1677 Doeane- en Aksynswet (91/1964): Wysiging van Bylae No. 2 (No. 2/26)	8	16782
Gesondheid, Departement van		
<i>Goewermentskennisgewing</i>		
R. 1631 Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels (54/1972): Regulasies: Eetbare vette en olies	8	16782
Landbou, Departement van		
<i>Goewermentskennisgewings</i>		
R. 1634 Wet op Veebrandmerke (87/1962): Verpligte brandmerk van vee	1	16782

No.		Page No.	Gazette No.	No.		Bladsy No.	Koerant No.
R. 1674	Labour Relations Act (28/1956): Cancellation of Government Notice: Building Industry, Western Province	83	16782	R. 1636	Wet op Landbouplae (36/1983): Beheer- maatreëls: Wysiging	1	16782
R. 1675	do.: Building Industry, Western Province: Re-enactment of Medical Aid Fund Agreement	83	16782	R. 1637	do.: Regulasies: Wysiging	3	16782
R. 1676	do.: Furniture Manufacturing Industry, Natal: Amendment of Main Agreement ...	85	16782	R. 1649	Bemarkingswet (59/1968): Algemene heffing op oliesade	5	16782
R. 1678	Labour Relations Act (28/1956): Building Industry, East London: Amendment of Agreement	97	16782	R. 1650	do.: Regulasies: Tye en wyse van beta- ling van algemene heffing op oliesade	6	16782
R. 1679	do.: Laundry, Cleaning and Dyeing In- dustry (Natal): Re-enactment of Sick Benefit Fund Agreement	10	16782	Mineraal- en Energiesake, Departement van			
Mineral and Energy Affairs, Department of				<i>Goewermentskennisgewing</i>			
<i>Government Notice</i>				R. 1633	Mineraalwet (50/1991): Wysiging: Name van sekere streke	102	16782
R. 1633	Minerals Act (50/1991): Amendment: Names of certain regions	102	16782	Omgewingsake en Toerisme, Departement van			
South African Police Service				<i>Goewermentskennisgewing</i>			
<i>Government Notice</i>				R. 1644	Wet op Seevisserij (12/1988): Wysiging van regulasies	7	16782
R. 1670	South African Police Service Act (68/1995): Amendment: Regulations for the South African Police Service	111	16782	Suid-Afrikaanse Polisie diens			
Welfare, Department of				<i>Goewermentskennisgewing</i>			
<i>Government Notice</i>				R. 1670	Suid-Afrika Polisie diens Wet (68/1995): Wysiging: Regulasies vir die Suid-Afri- kaanse Polisie diens	111	16782
R. 1655	Social Work Act (110/1978): Regula- tions: Amendment	102	16782	Welsyn, Departement van			
				<i>Goewermentskennisgewing</i>			
				R. 1655	Wet op Maatskaplike Werk (110/1978): Regulasies: Wysiging	102	16782