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GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

DEPARTMENT OF FINANCE DEPARTEMENT VAN FINANSIES

No. R. 394

20 March 1998

EXCHANGE CONTROL REGULATIONS

APPOINTMENT OF AUTHORISED DEALER IN FOREIGN EXCHANGE

Paragraph 3 (a) of Government Notice No. R. 1112 of 1 December 1961, as amended, is hereby further amended by the addition with immediate effect of the following list of authorised dealers for the purpose of Exchange Control Regulations published under Government Notice No. R. 1111 of 1 December 1961.

Genbel Securities Bank Limited

No. R. 394

20 Maart 1998

DIVIESEBEHEERREGULASIES

AANSTELLING VAN GEMAGTIGDE HANDELAAR IN BUITELANDSE VALUTA

Paragraaf 3 (a) van Goewermentskennisgewing No. R. 1112 van 1 Desember 1961, soos gewysig, word verder gewysig deur die toevoeging met onmiddellike effek van die volgende tot die lys van gemagtigde handelaars vir die doeleindes van die Diviesebeheerregulasies gepubliseer in Goewermentskennisgewing No. 1111 van 1 Desember 1961:

Genbel Securities Bank Limited

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 380****20 March 1998****LABOUR RELATIONS ACT, 1956****CANCELLATION OF GOVERNMENT NOTICES****IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: REGISTRATION AND
ADMINISTRATION EXPENSES AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 293 of 23 February 1996 and R. 1437 of 31 October 1997, with effect from the first Monday after the date of publication of this notice.

T. T. MBOWENI**Minister of Labour****No. R. 380****20 Maart 1998****WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN GOEWERMENSKENNISGEWINGS****YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: REGISTRASIE- EN
ADMINISTRASIEFONDSOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings Nos. R. 293 van 23 Februarie 1996 en R. 1437 van 31 Oktober 1997 in, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI**Minister van Arbeid****No. R. 381****20 March 1998****LABOUR RELATIONS ACT, 1956****IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: RE-ENACTMENT OF REGISTRATION AND
ADMINISTRATION EXPENSES AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 10 May 1998 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) (b), 2 and 3, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 10 May 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 said Agreement.

T. T. MBOWENI**Minister of Labour****SCHEDULE****NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY****REGISTRATION AND ADMINISTRATION EXPENSES****AGREEMENT**

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

Association of Electric Cable Manufacturers of South Africa**Border Engineering Industries Association****Bright Bar Association**

Cape Engineers' and Founders' Association
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Electrical Engineering and Allied Industries Association
 Electronics and Telecommunications Industries Association
 Ferro Alloy Producers' Association
 Gate and Fence Association
 Hand Tool Manufacturers' Association (HATMA)
 Iron and Steel Producers' Association of South Africa
 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
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa (RATA)
 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 (SAFMA)
 S.A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)
 S.A. Pump Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S. A. Valve and Actuator Manufacturers' Association (SAVAMA)
 S.A. Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of S.A.

Mine Workers' Union

National Employees' Trade Union

National Union of Metalworkers of South Africa

Radio, Television, Electronics and Allied Workers' Union

S.A. Electrical Workers' Association

S.A. Workers' Union

Steel, Engineering and Allied Workers' Union of S.A. (SEAWUSA)

(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

GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Provided that any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, 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), and except as otherwise provided in this section, the terms of this Agreement shall be observed—

- throughout the Republic of South Africa; and
- by all the employers and employees in the Iron, Steel, Engineering and Metallurgical Industry who are members of the employers' organisations and of the trade unions respectively.

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

- (a) 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 Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part 1 of the Agreement published under Government Notice No. R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (c) 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 calculating and/or office and/or educational procedures;
 - (d) The Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (e) 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;
 - (f) 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;
 - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (i) (i) the manufacturing by mass production methods from sheetmetal of a gauge not heavier than 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 of non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container;
- [For the purposes of subparagraphs (i) and (ii) a "container" shall mean a plain or lithographed article designed for the packaging, for transport or sale, of products and capable of being closed by means of a lid or cap or any other type of closure.];
- (j) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects sporting kits, tools and documents, and other lines manufactured principally from such tinplate.

(3) Notwithstanding the provisions of subsection (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; 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 that Act on any conditions fixed thereunder.

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 10 May 1998, or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in section 2 of Part IV of the Agreement published under Government Notice No. R. 1552 of 27 July 1984, as amended, extended and re-enacted by Government Notices Nos. R. 230 of 8 February 1985, R. 1578 of 19 July 1985, R. 1003 of 23 May 1986, R. 1743 of 22 August 1986, R. 1799 of 21 August 1987, R. 1232 of 24 June 1988, R. 248 of 17 February 1989, R. 1916 of 1 September 1989, R. 1829 of 3 August 1990, R. 793 of 19 April 1991, R. 2 of 3 January 1992, R. 550 of 2 April 1993, R. 535 of 25 March 1994, R. 266 of 24 February 1995, R. 293 of 23 February 1996 and R. 1437 of 31 October 1997 (hereinafter referred to as the Former Agreement), and as amended, extended, renewed and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions containing in Parts I, II and III and sections 1 and 3 of Part IV of the Former Agreement (as amended, extended and re-enacted from time to time), shall apply to employers and employees.

PART II**5. SECTION 1: CONTRIBUTIONS**

- (1) Substitute the following for the existing subsection (2) (a) (i):
 "(i) 27 cents per week in respect of employees engaged in work classified below Rate DD in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate of R10,50 or less;"
- (2) Substitute the following for the existing subsection (2) (a) (ii):
 "(ii) 49 cents per week in respect of employees engaged in work classified at Rate DD or above in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate in excess of R10,50."
- (3) Substitute the following for subsection (3):
 "(3) In any establishment in which the total amount payable to the Council in terms of subsection (2) (a) and (b) hereof amounts to less than R27 per month, the employer shall make up the amount to R27 and forward that amount to the Council each month."

Signed at Johannesburg, for and on behalf of the parties, this 22nd day of January 1998.

W. P. COETZEE

Vice-President

D. A. CARSON

Member

D. G. LEVY

Secretary

No. R. 381

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERBEKRAGTING VAN REGISTRASIE- EN ADMINISTRASIEFONDSOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die genoemde Ooreenkoms aangaan het vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****REGISTRASIE- EN ADMINISTRASIEFONDS****OOREENKOMS**

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

Association of Electric Cable Manufacturers of South Africa

Border Engineering Industries Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
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 Pressure Vessel Manufacturers' Association of South Africa
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 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
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 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Engineers and Founders' Association
 S.A. Fasteners Manufacturers' Association (SAFMA)
 S.A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)
 S.A. Pump Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S. A. Valve and Actuator Manufacturers' Association (SAVAMA)
 S.A. Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of S.A.
 Mine Workers' Union
 National Employees' Trade Union
 National Union of Metalworkers of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Electrical Workers' Association
 S.A. Workers' Union
 Steel, Engineering and Allied Workers' Union of S.A. (SEAWUSA)

(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

ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) oral in die Republiek van Suid-Afrika; en

(b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings.

- (2) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—
- (a) die vervaardiging, vir verkoop, van standaardsnelygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrostdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
 - (b) die installering, onderhoud en herstel van elektriese uitrusting bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (c) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, werktuie en apparaat, hetsy dit van hand-, fotografiese, meganiese, elektriese, elektrostatische of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik by rekeningkunde en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
 - (d) die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
 - (e) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (f) die Slotmakerybedryf in die landdrostdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
 - (g) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrostdistrikte Brits, Germiston, Kempton Park en Pretoria;
 - (h) die installering en/of herstel en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
 - (i) (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 vertoontablette;
 - (ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaal-kloppe; vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer;

[Vir die toepassing van subparagraawe (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.];
 - (j) vir 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.
- (3) 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 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 of met voorwaardes daarkragtens vasgestel.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasgestel word en bly van krag tot 10 Mei 1998, of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Klousule 2 van Deel IV van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1552 van 27 Julie 1984, soos gewysig, verleng en herbekragtig by Goewermentskennisgewings Nos. R. 230 van 8 Februarie 1985, R. 1578 van 19 Julie 1985, R. 1003 van 23 Mei 1986, R. 1743 van 22 Augustus 1986, R. 1799 van 21 Augustus 1987, R. 1232 van 24 Junie 1988, R. 248 van 17 Februarie 1989, R. 1916 van 1 September 1989, R. 1829 van 3 Augustus 1990, R. 793 van 19 April 1991, R. 2 van 3 Januarie 1992, R. 550 van 2 April 1993, R. 535 van 25 Maart 1994, R. 266 van 24 Februarie 1995, R. 293 van 23 Februarie 1996 en R. 1437 van 31 Oktober 1997 (hierna die Vorige Ooreenkoms genoem), en soos van tyd tot tyd gewysig, verleng, hernieu en herbekragtig, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge van Dele I, II en III en klousules 1 en 3 van Deel IV van die Vorige Ooreenkoms (soos van tyd tot tyd gewysig, verleng en herbekragtig) is van toepassing op werkgewers en werknemers.

DEEL II**5. KLOUSULE 1: BYDRAES**

- (1) Vervang die bestaande subklousule (2) (a) (i) deur die volgende:

"(i) 27 sent per week ten opsigte van werknemers wat werk verrig wat ingevolge die Hoof-ooreenkoms as Loon DD geklassifiseer is, of, waar sodanige klassifikasie nie van toepassing is nie, 'n uurloon van R10,50 of minder ontvang."

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

"(ii) 49 sent per week ten opsigte van werknemers wat werk verrig wat ingevolge die Hoof-ooreenkoms laer as Loon DD of hoër geklassifiseer is, of, waar sodanige klassifikasie nie van toepassing is nie, 'n uurloon van meer as R10,50 ontvang."

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

"(3) In 'n bedryfsinrigting waarin die totale bedrag wat ingevolge subklousule (2) (a) en (b) hiervan aan die Raad betaalbaar is, minder is as R27 per maand, moet die werkgewer die bedrag aanvul tot R27 en daardie bedrag elke maand aan die Raad stuur."

Namens die partye op hede die 22ste dag van Januarie 1998 te Johannesburg onderteken.

W. P. COETZEE

Vise-president

D. A. CARSON

Lid

D. G. LEVY

Sekretaris

No. R. 382

20 March 1998

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

**LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL:
PROVIDENT FUND AGREEMENT**

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. 1504 of 14 November 1997, with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI

Minister of Labour

No. R. 382

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWING

**DRANK-, VERVERSINGS- EN AKKOMMODASIEBEDRYF, SUIDKUS, NATAL:
VOORSORGFONDSOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing No. R. 1504 van 14 November 1997 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI

Minister van Arbeid

No. R. 383

20 March 1998

LABOUR RELATIONS ACT, 1956

**LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, 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 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 10 May 1998, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (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 10 May 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 said Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE**INDUSTRIAL COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL
AGREEMENT**

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

Natal South Coast Accommodation Association

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

Natal Liquor and Catering Trades Employees' Union

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

being the parties to Industrial Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Liquor Trade, the Catering Trade and the Private Hotel and Boarding House Trade—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
- (b) in the Magisterial Districts of Port Shepstone, Umzinto and Durban (excluding the area within a radius of 16 kilometres from General Post Office, Durban).

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 (1) of the Labour Relations Act, 1956, and shall remain in force for the period ending 10 May 1998 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in clause 13 of the Agreement published under Government Notice No. R. 833 of 20 May 1977 as amended, extended and renewed from time to time by Government Notices Nos. R. 1597 of 1 August 1980, R. 749 of 3 April 1981, R. 750 of 3 April 1981, R. 307 and R. 308 of 15 February 1985, R. 112 of 16 January 1987, R. 1403 of 26 June 1987, R. 65 of 22 January 1988, R. 1473 of 22 July 1988, R. 874 of 21 May 1993, R. 2220 of 19 November 1993, R. 1700 of 7 October 1994, R. 1498 of 29 August 1995, R. 277 of 16 February 1996, R. 918 of 7 June 1996, R. 1915 of 22 November 1996 and R. 1504 of 14 November 1997 (hereinafter referred to as the "Former Agreement"), as further amended, extended, renewed and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 12 inclusive, 14 and 15 of the Former Agreement (as further amended, extended, renewed or re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

- (1) Substitute the following for the definition of "Assurance Company":

" 'Assurance Company' means Fedsure Assurance Company Limited;".

- (2) Substitute the following definition for the definition of "Private Hotel and Boarding House Trade":

"**Private Hotel and Boarding House Trade**" means the trade of letting flats or rooms, hotel-keeper, boarding on lodging house keeper carried on by persons who are required to hold the licence specified under item 4 of Part I of the Second Schedule to the Licences Act, 1962 (excluding establishments in respect of which a licence is held under the provisions of the Liquor Act, 1928)."

6. CLAUSE 5: MEMBERSHIP

Delete paragraph (b) of subclause (3) and the expression "or" at the end of paragraph (a).

7. ANNEXURE A

Substitute the following for Annexure A:

"ANNEXURE A

- (1) Scale of contributions and life assurance benefits for the Liquor and Catering Trades':

Contribution wage	Employer's monthly contributions	Member's monthly contributions	Life assurance benefit
R 400 to R 499,99 inclusive.....	11,25	11,25	10 800
R 500 to R 599,99 inclusive.....	13,75	13,75	13 200
R 600 to R 699,99 inclusive.....	16,25	16,25	15 600
R 700 to R 799,99 inclusive.....	18,75	18,75	18 000
R 800 to R 899,99 inclusive.....	21,25	21,25	20 400
R 900 to R 999,99 inclusive.....	23,75	23,75	22 800
R1 000 to R1 099,99 inclusive.....	26,25	26,25	25 200
R1 100 to R1 199,99 inclusive.....	28,75	28,75	27 600
R1 200 to R1 299,99 inclusive.....	31,25	31,25	30 000
R1 300 to R1 399,99 inclusive.....	33,75	33,75	32 400
R1 400 to R1 499,99 inclusive.....	36,25	36,25	34 800
R1 500 to R1 599,99 inclusive.....	38,75	38,75	37 200
R1 600 to R1 699,99 inclusive.....	41,25	41,25	39 600
R1 700 to R1 799,99 inclusive.....	43,75	43,75	42 000
R1 800 to R1 899,99 inclusive.....	46,25	46,25	44 400
R1 900 to R1 999,99 inclusive.....	48,75	48,75	46 800
R2 000 to R2 099,99 inclusive.....	51,25	51,25	49 200
R2 100 to R2 199,99 inclusive.....	53,75	53,75	51 600
R2 200 to R2 299,99 inclusive.....	56,25	56,25	54 000
R2 300 to R2 399,99 inclusive.....	58,75	58,75	56 400
R2 400 to R2 499,99 inclusive.....	61,25	61,25	58 800
R2 500 to R2 599,99 inclusive.....	63,75	63,75	61 200
R2 600 to R2 699,99 inclusive.....	66,25	66,25	63 600
R2 700 to R2 799,99 inclusive.....	68,75	68,75	66 000
R2 800 to R2 899,99 inclusive.....	71,25	71,25	68 400
R2 900 to R2 999,99 inclusive.....	73,75	73,75	70 800
R3 000 to R3 099,99 inclusive.....	76,25	76,25	73 200
R3 100 to R3 199,99 inclusive.....	78,75	78,75	75 600
R3 200 to R3 299,99 inclusive.....	81,25	81,25	78 000
R3 300 to R3 399,99 inclusive.....	83,75	83,75	80 400
R3 400 to R3 499,99 inclusive.....	86,25	86,25	82 800
R3 500 to R3 599,99 inclusive.....	88,75	88,75	85 200
R3 600 to R3 699,99 inclusive.....	91,25	91,25	87 600
R3 700 to R3 799,99 inclusive.....	93,75	93,75	90 000
R3 800 to R3 899,99 inclusive.....	96,25	96,25	92 400
R3 900 to R3 999,99 inclusive.....	98,75	98,75	94 800
R4 000 to R4 099,99 inclusive.....	101,25	101,25	97 200
R4 100 to R4 199,99 inclusive.....	103,75	103,75	99 600
R4 200 to R4 299,99 inclusive.....	106,25	106,25	102 000
R4 300 to R4 399,99 inclusive.....	108,75	108,75	104 400
R4 400 to R4 499,99 inclusive.....	111,25	111,25	106 800
R4 500 to R4 599,99 inclusive.....	113,75	113,75	109 200
R4 600 to R4 699,99 inclusive.....	116,25	116,25	111 600
R4 700 to R4 799,99 inclusive.....	118,75	118,75	114 000
R4 800 to R4 899,99 inclusive.....	121,25	121,25	116 400
R4 900 to R4 999,99 inclusive.....	123,75	123,75	118 800

(2) Scale of contributions and life assurance benefits for the Private Hotel and Boarding House Trade:

Contribution wage	Member's monthly contribution	Employer's monthly contribution	Life assurance benefit
R 400 to R 499,99 inclusive.....	27,00	27,00	16 200
R 500 to R 599,99 inclusive.....	33,00	33,00	19 800
R 600 to R 699,99 inclusive.....	39,00	39,00	23 400
R 700 to R 799,99 inclusive.....	45,00	45,00	27 000
R 800 to R 899,99 inclusive.....	51,00	51,00	30 600
R 900 to R 999,99 inclusive.....	57,00	57,00	34 200
R1 000 to R1 099,99 inclusive.....	63,00	63,00	37 800
R1 100 to R1 199,99 inclusive.....	69,00	69,00	41 400
R1 200 to R1 299,99 inclusive.....	75,00	75,00	45 000
R1 300 to R1 399,99 inclusive.....	81,00	81,00	48 600
R1 400 to R1 499,99 inclusive.....	87,00	87,00	52 200
R1 500 to R1 599,99 inclusive.....	93,00	93,00	55 800
R1 600 to R1 699,99 inclusive.....	99,00	99,00	59 400
R1 700 to R1 799,99 inclusive.....	105,00	105,00	63 000
R1 800 to R1 899,99 inclusive.....	111,00	111,00	66 600
R1 900 to R1 999,99 inclusive.....	117,00	117,00	70 200
R2 000 to R2 099,99 inclusive.....	123,00	123,00	73 800
R2 100 to R2 199,99 inclusive.....	129,00	129,00	77 400
R2 200 to R2 299,99 inclusive.....	135,00	135,00	81 000
R2 300 to R2 399,99 inclusive.....	141,00	141,00	84 600
R2 400 to R2 499,99 inclusive.....	147,00	147,00	88 200
R2 500 to R2 599,99 inclusive.....	153,00	153,00	91 800
R2 600 to R2 699,99 inclusive.....	159,00	159,00	95 400
R2 700 to R2 799,99 inclusive.....	165,00	165,00	99 000
R2 800 to R2 899,99 inclusive.....	171,00	171,00	102 600
R2 900 to R2 999,99 inclusive.....	177,00	177,00	106 200
R3 000 to R3 099,99 inclusive.....	183,00	183,00	109 800
R3 100 to R3 199,99 inclusive.....	189,00	189,00	113 400
R3 200 to R3 299,99 inclusive.....	195,00	195,00	117 000
R3 300 to R3 399,99 inclusive.....	201,00	201,00	120 600
R3 400 to R3 499,99 inclusive.....	207,00	207,00	124 200
R3 500 to R3 599,99 inclusive.....	213,00	213,00	127 800
R3 600 to R3 699,99 inclusive.....	219,00	219,00	131 400
R3 700 to R3 799,99 inclusive.....	225,00	225,00	135 000
R3 800 to R3 899,99 inclusive.....	231,00	231,00	138 600
R3 900 to R3 999,99 inclusive.....	237,00	237,00	142 200
R4 000 to R4 099,99 inclusive.....	243,00	243,00	145 800
R4 100 to R4 199,99 inclusive.....	249,00	249,00	149 400
R4 200 to R4 299,99 inclusive.....	255,00	255,00	153 000
R4 300 to R4 399,99 inclusive.....	261,00	261,00	156 600
R4 400 to R4 499,99 inclusive.....	267,00	267,00	160 200
R4 500 to R4 599,99 inclusive.....	273,00	273,00	163 800
R4 600 to R4 699,99 inclusive.....	279,00	279,00	167 400
R4 700 to R4 799,99 inclusive.....	285,00	285,00	171 000
R4 800 to R4 899,99 inclusive.....	291,00	291,00	174 600
R4 900 to R4 999,99 inclusive.....	297,00	297,00	178 200."

Signed at Port Shepstone on this 5th day of September 1997.

D. G. COMINOS

Chairperson of the Council

L. REDDY

Vice Chairperson of the Council

S. E. BEZUIDENHOUDT

Secretary of the Council

No. R. 383

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

**DRANK-, VERVERSINGS- EN AKKOMODASIEBEDRYF, SUIDKUS, 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 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 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die 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 10 Mei 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE**NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS- EN AKKOMMODASIEBEDRYF, SUIDKUS, NATAL
OOREENKOMS**

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

Natal South Coast Accommodation Association

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

Natal Liquor and Catering Trades Employees' Union

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

Nywerheidsraad vir die Drank-, Verversings-, en Akkommodasie bedryf, Suidkus, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Drankbedryf, die Verversingsbedryf en die Privaathotel- en Losieshuisbedryf—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;
- (b) in die landdrostdistrikte Port Shepstone, Umzinto en Durban (uitgesonderd die gebied binne 'n straal van 16 kilometer vanaf die Hoofposkantoor, Durban.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 10 Mei 1998 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousule 13 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 833 van 20 Mei 1977, soos gewysig, verleng, hernieu en herbekragtig by Goewermmentskennisgewing Nos. R. 1597 van 1 Augustus 1980, R. 749 van 3 April 1981, R. 750 van 3 April 1981, R. 307 en R. 308 van 15 Februarie 1985, R. 112 van 16 Januarie 1987, R. 1403 van 26 Junie 1987, R. 65 van 22 Januarie 1988, R. 1473 van 22 Julie 1988, R. 874 van 21 Mei 1993, R. 2220 van 19 November 1993, R. 1700 van 7 Oktober 1994, R. 1498 van 29 Augustus 1995, R. 277 van 16 Februarie 1996, R. 918 van 7 Junie 1996, R. 1915 van 22 November 1996 en R. 1504 van 14 November 1997 (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 12, insluitend, 14 en 15 van die Vorige Ooreenkoms (soos van tyd tot tyd verder gewysig, verleng of hernieu) is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 3: WOORDOMSKRYWING

- (1) Vervang die omskrywing van "Versekeringsmaatskappy" deur die volgende:

"'Versekeringsmaatskappy' beteken Fedsure Versekeringsmaatskappy Beperk;"

- (2) Vervang die omskrywing van "Privaathotel en Losieshuisbedryf" deur die volgende omskrywing:

"**Privaathotel en Losieshuisbedryf**" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om die bedryf om woonstelle of kamers te verhuur, te beoefen, om die bedryf van hotelhouer of losieshuishouder uit te oefen deur persone van wie vereis word om 'n lisensie te hou kragtens item 5 van Deel I van die Tweede Bylae van die Lisensiekonsolidasiewet, 1962 uitgesonderd instellings ingevolge waarvan 'n lisensie gehou word onder die bepalings van die Drankwet, 1928;"

6. KLOUSULE 5: LIDMAATSKAP

Skrap paragraaf (b) van subklousule (3) en die uitdrukking "of" aan die einde van paragraaf (a).

7. AANHANGSEL A

Vervang Aanhangsel A deur die volgende:

"AANHANGSEL A

- (1) Bydraeskaal en skaal van lewensversekeringvoordeel vir die Drank- en Verversingsbedryf:

Maandelikse bydraeloon	Werkgewer se maandelikse bydrae	Lid se maandelikse bydrae	Lewens- versekerings- voordeel
R 400 tot en met R 499,99	11,25	11,25	10 800
R 500 tot en met R 599,99	13,75	13,75	13 200
R 600 tot en met R 699,99	16,25	16,25	15 600
R 700 tot en met R 799,99	18,75	18,75	18 000
R 800 tot en met R 899,99	21,25	21,25	20 400
R 900 tot en met R 999,99	23,75	23,75	22 800
R1 000 tot en met R1 099,99	26,25	26,25	25 200
R1 100 tot en met R1 199,99	28,75	28,75	27 600
R1 200 tot en met R1 299,99	31,25	31,25	30 000
R1 300 tot en met R1 399,99	33,75	33,75	32 400
R1 400 tot en met R1 499,99	36,25	36,25	34 800
R1 500 tot en met R1 599,99	38,75	38,75	37 200
R1 600 tot en met R1 699,99	41,25	41,25	39 600
R1 700 tot en met R1 799,99	43,75	43,75	42 000
R1 800 tot en met R1 899,99	46,25	46,25	44 400
R1 900 tot en met R1 999,99	48,75	48,75	46 800
R2 000 tot en met R2 099,99	51,25	51,25	49 200
R2 100 tot en met R2 199,99	53,75	53,75	51 600
R2 200 tot en met R2 299,99	56,25	56,25	54 000
R2 300 tot en met R2 399,99	58,75	58,75	56 400
R2 400 tot en met R2 499,99	61,25	61,25	58 800
R2 500 tot en met R2 599,99	63,75	63,75	61 200
R2 600 tot en met R2 699,99	66,25	66,25	63 600
R2 700 tot en met R2 799,99	68,75	68,75	66 000
R2 800 tot en met R2 899,99	71,25	71,25	68 400
R2 900 tot en met R2 999,99	73,75	73,75	70 800
R3 000 tot en met R3 099,99	76,25	76,25	73 200
R3 100 tot en met R3 199,99	78,75	78,75	75 600
R3 200 tot en met R3 299,99	81,25	81,25	78 000
R3 300 tot en met R3 399,99	83,75	83,75	80 400
R3 400 tot en met R3 499,99	86,25	86,25	82 800
R3 500 tot en met R3 599,99	88,75	88,75	85 200
R3 600 tot en met R3 699,99	91,25	91,25	87 600
R3 700 tot en met R3 799,99	93,75	93,75	90 000
R3 800 tot en met R3 899,99	96,25	96,25	92 400
R3 900 tot en met R3 999,99	98,75	98,75	94 800
R4 000 tot en met R4 099,99	101,25	101,25	97 200
R4 100 tot en met R4 199,99	103,75	103,75	99 600
R4 200 tot en met R4 299,99	106,25	106,25	102 000
R4 300 tot en met R4 399,99	108,75	108,75	104 400
R4 400 tot en met R4 499,99	111,25	111,25	106 800
R4 500 tot en met R4 599,99	113,75	113,75	109 200
R4 600 tot en met R4 699,99	116,25	116,25	111 600
R4 700 tot en met R4 799,99	118,75	118,75	114 000
R4 800 tot en met R4 899,99	121,25	121,25	116 400
R4 900 tot en met R4 999,99	123,75	123,75	118 800

(2) Bydraeskaal en skaal van lewensversekeringvoordeel vir die Privaathotel- en Losieshuisbedryf:

Maandelikse bydraeloon	Werkgewer se maandelikse bydrae	Lid se maandelikse bydrae	Lewens- versekerings- voordeel
R 400 tot en met R 499,99	27,00	27,00	16 200
R 500 tot en met R 599,99	33,00	33,00	19 800
R 600 tot en met R 699,99	39,00	39,00	23 400
R 700 tot en met R 799,99	45,00	45,00	27 000
R 800 tot en met R 899,99	51,00	51,00	30 600
R 900 tot en met R 999,99	57,00	57,00	34 200
R1 000 tot en met R1 099,99	63,00	63,00	37 800
R1 100 tot en met R1 199,99	69,00	69,00	41 400
R1 200 tot en met R1 299,99	75,00	75,00	45 000
R1 300 tot en met R1 399,99	81,00	81,00	48 600
R1 400 tot en met R1 499,99	87,00	87,00	52 200
R1 500 tot en met R1 599,99	93,00	93,00	55 800
R1 600 tot en met R1 699,99	99,00	99,00	59 400
R1 700 tot en met R1 799,99	105,00	105,00	63 000
R1 800 tot en met R1 899,99	111,00	111,00	66 600
R1 900 tot en met R1 999,99	117,00	117,00	70 200
R2 000 tot en met R2 099,99	123,00	123,00	73 800
R2 100 tot en met R2 199,99	129,00	129,00	77 400
R2 200 tot en met R2 299,99	135,00	135,00	81 000
R2 300 tot en met R2 399,99	141,00	141,00	84 600
R2 400 tot en met R2 499,99	147,00	147,00	88 200
R2 500 tot en met R2 599,99	153,00	153,00	91 800
R2 600 tot en met R2 699,99	159,00	159,00	95 400
R2 700 tot en met R2 799,99	165,00	165,00	99 000
R2 800 tot en met R2 899,99	171,00	171,00	102 600
R2 900 tot en met R2 999,99	177,00	177,00	106 200
R3 000 tot en met R3 099,99	183,00	183,00	109 800
R3 100 tot en met R3 199,99	189,00	189,00	113 400
R3 200 tot en met R3 299,99	195,00	195,00	117 000
R3 300 tot en met R3 399,99	201,00	201,00	120 600
R3 400 tot en met R3 499,99	207,00	207,00	124 200
R3 500 tot en met R3 599,99	213,00	213,00	127 800
R3 600 tot en met R3 699,99	219,00	219,00	131 400
R3 700 tot en met R3 799,99	225,00	225,00	135 000
R3 800 tot en met R3 899,99	231,00	231,00	138 600
R3 900 tot en met R3 999,99	237,00	237,00	142 200
R4 000 tot en met R4 099,99	243,00	243,00	145 800
R4 100 tot en met R4 199,99	249,00	249,00	149 400
R4 200 tot en met R4 299,99	255,00	255,00	153 000
R4 300 tot en met R4 399,99	261,00	261,00	156 600
R4 400 tot en met R4 499,99	267,00	267,00	160 200
R4 500 tot en met R4 599,99	273,00	273,00	163 800
R4 600 tot en met R4 699,99	279,00	279,00	167 400
R4 700 tot en met R4 799,99	285,00	285,00	171 000
R4 800 tot en met R4 899,99	291,00	291,00	174 600
R4 900 tot en met R4 999,99	297,00	297,00	178 200."

Op hede die 5de dag van September 1997 te Port Shepstone onderteken.

D. G. COMINOS

Voorsitter van die Raad

L. REDDY

Ondervoorsitter van die Raad

S. E. BEZUIDENHOUDT

Sekretaris van die Raad

No. R. 384

20 March 1998

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: AMENDMENT OF STEELMED AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

T. T. MBOWENI

Minister of Labour

SCHEDULE

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

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

Association of Electric Cable Manufacturers of South Africa
Border Engineering Industries' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electronics and Telecommunications Industries' Association
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producers' Association of South Africa
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
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessels Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Sheetmetal Industries' Association of South Africa
SA Association of Shipbuilders and Repairers
SA Electro-Plating Industries' Association
SA Engineers' and Founders' Association
SA Fasteners Manufacturers' Association (SAFMA)
SA Industrial Refrigeration and Air Conditioning Contractors' Association
SA Post Tensioning Association
SA Reinforced Concrete Engineers' Association
SA Tube Makers' Association
SA Valve and Actuator Manufacturers' Association (SAVAMA)
SA Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
Mineworkers' Union
National Employees' Trade Union
Radio Television, Electronics and Allied Workers' Union
S.A. Electrical Workers' Association
S. A. Workers' Union

(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, to amend the Steelmed Agreement published under Government Notice No. R. 2043 of 13 December 1996 (hereinafter referred to as the Re-enacting Agreement).

1. SCOPE OF APPLICATION OF AGREEMENT

Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa by all employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and such of their employees who have been in their employ since 31 July 1994 and who at the date were members of the party trade unions and who were members of, or were eligible for membership, of the Industry's Medical Benefit Funds and such other employees whose membership of the Fund since 1 August 1994 has been made a condition of their employment.

2. SECTION 9: CONTRIBUTIONS

- (a) Renumber the paragraph of subsection (5) as (a) and insert the following paragraph:
 - (b) "The amount paid by the employer shall be appropriated as follows:
 - (i) An amount shall, in the sole discretion of the Board of Management, be allocated by it from time to time towards the expenses incurred in connection with the administration of the Fund; and
 - (ii) the balance shall be used for the provision of the benefits provided by the Fund."
 - (b) Delete subsection (6).
 - (c) Renumber subsections (7), (8), (9) and (10) to read (6), (7), (8) and (9), respectively.
- Signed at Johannesburg, for and on behalf of the parties, this 23rd day of December 1997.

L. TRETINI

Member

A. E. ROSE

Member

D. G. LEVY

Secretary

No. R. 384

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: WYSIGING VAN STEELMED-OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID STEELMED-OOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
 Border Engineering Industries' Association
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Electrical Engineering and Allied Industries' Association
 Electronics and Telecommunications Industries' Association
 Gate and Fence Association
 Hand Tool Manufacturers' Association (HATMA)
 Iron and Steel Producers' Association of South Africa
 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
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Pressure Vessels Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa (RATA)
 Sheetmetal Industries' Association of South Africa
 SA Association of Shipbuilders and Repairers
 SA Electro-Plating Industries' Association
 SA Engineers' and Founders' Association
 SA Fasteners Manufacturers' Association (SAFMA)
 SA Industrial Refrigeration and Air Conditioning Contractors' Association
 SA Post Tensioning Association
 SA Reinforced Concrete Engineers' Association
 SA Tube Makers' Association
 SA Valve and Actuator Manufacturers' Association (SAVAMA)
 SA Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
 Mineworkers' Union
 National Employees' Trade Union
 Radio Television, Electronics and Allied Workers' Union
 S.A. Electrical Workers' Association
 S. A. Werkersunie

(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,
 tot wysiging van die Steelmed-ooreenkoms soos gepubliseer by Goewermentskennisgewing No. R. 2043 van 13 Desember
 1996 (hierna die Herbekragtigingsooreenkoms genoem).

1. TOEPASSINGSBESTEK VAN DIE OOREENKOMS

Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit oral in die
 Republiek van Suid-Afrika nagekom word deur alle werkgewers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat
 lede is van die werkgewersorganisasies en sodanige van hulle werknemers wat sedert 31 Julie 1994 in hul diens is en wat op
 gemelde datum lede was van die deelnemende vakverenigings en wat lede was of gekwalifiseer het vir lidmaatskap van die
 Nywerheid se Mediese Voordeelfondse en sodanige ander werknemers wie se lidmaatskap van die Fonds sedert 1 Augustus
 1994, een van hulle diensvoorwaardes gemaak is.

2. KLOUSULE 9: BYDRAES

- (a) Hernommer die paragraaf van subklousule (5) tot (a) en voeg die volgende paragraaf in:
 - "(b) Die bedrag deur die werkgewer betaal moet as volg aangewend word:
 - (i) 'n Bedrag moet van tyd tot tyd geheel na goeddunke van die Bestuurskomitee deur die Bestuurskomitee
 toegenomen word ten opsigte van die onkoste aangegaan in verband met die administrasie van die Fonds;
 en
 - (ii) die balans moet gebruik word ten opsigte van voordele wat deur die Fonds voorsien word."
 - (b) Skrap subklousule (6).
 - (c) Hernommer subklousules (7), (8), (9) en (10) tot onderskeidelik (6), (7), (8) en (9).
- Namens die partye op hede die 23ste dag van Desember 1997 te Johannesburg onderteken.

L. TRETINI

Lid

A. E. ROSE

Lid

D. G. LEVY

Sekretaris

No. R. 385**20 March 1998**

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES**CLOTHING INDUSTRY, CAPE: MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 2023 of 6 December 1996 and R. 287 of 14 December 1997, with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI**Minister of Labour****No. R. 385****20 Maart 1998**

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWINGS**KLERASIENYWERHEID, KAAP: HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings Nos. R. 2023 van 6 Desember 1996 en R. 287 van 14 Desember 1997 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI**Minister van Arbeid****No. R. 386****20 March 1998**

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: 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 10 May 1998, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement excluding those contained in clauses 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 10 May 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 said Agreement.

T. T. MBOWENI.**Minister of Labour****SCHEDULE****INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)****AGREEMENT**

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

Cape Clothing Association

the

Cape Fabric Knitting Association

and the

Garment Manufacturers' Association of the Western Cape

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

Southern 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 Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by the employers and the employees who are members of the employers' organisations and the trade union, respectively;
- (b) in the Magisterial Districts of—
 - (i) The Cape, Simonstown, Goodwood and Bellville, including those portions of the Magisterial Districts of Simonstown, Goodwood, and Bellville that were used to create the Magisterial District of Mitchells Plain on 2 March 1992, Somerset West and Strand by employers and employees who are engaged in or employed in the operations referred to in paragraphs (a) and/or (b) of the definition of "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;
 - (ii) Wynberg, including that portion of the Magisterial District of Wynberg that was used to create the Magisterial District of Mitchells Plain on 2 March 1992, by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definitions of "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983; and
 - (iii) Malmesbury and Morreesburg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) (excluding belts made from leather or synthetic material) and/or (b) of the definitions of "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 3173 of 1 July 1983.

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

- (a) apply only in respect of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 1373 of 1 July 1983, as amended from time to time;
- (b) not apply to employees and working directors whose wages are more than R34 112 per annum;
- (c) not apply to employers and employees engaged or employed in the Knitting Division.

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 (1) of the Labour Relations Act, 1956, and shall remain in force for the period ending 10 May 1998 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in clauses 5 (4) (h), 14 (2), 23, 24 and 27 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983, as extended, renewed, amended or re-enacted by Government Notices Nos. R. 2658 of 2 December 1984, R. 1260 of 22 June 1984, R. 1553 of 27 July 1984, R. 2433 of 9 November 1984, R. 2668 of 7 December 1984, R. 1742 of 9 August 1985, R. 2692 of 6 December 1985, R. 305 of 21 February 1986, R. 2333 of 14 November 1986, R. 251 of 6 February 1987, R. 2810 of 18 December 1987, R. 2066 of 14 October 1988, R. 2455 of 2 December 1988, R. 2326 of 27 October 1989, R. 2529 of 17 November 1989, R. 2755 of 15 December 1989, R. 2085 of 31 August 1990, R. 2865 of 7 December 1990, R. 1233 of 30 May 1991, R. 1478 of 14 February 1992, R. 2509 of 4 September 1992, R. 3106 of 13 November 1992, R. 3430 of 24 December 1992, R. 1086 of 25 June 1993, R. R779 of 22 April 1994, R. 1156 of 1 July 1994, R. 672 of 12 May 1995, R. 1010 of 7 July 1995, R. 876 of 31 May 1996, R. 1038 of 28 June 1996, R. 2023 of 6 December 1996 and R. 287 of 14 December 1997 (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 5 (4) (g), 5 (4) (i), 14 (1), 15 to 22, 25, 26, 28 to 35 of the Former Agreement, as further extended, renewed and amended from time to time, shall apply to employers and employees.

5. CLAUSE 4: WAGES

(1) In subclause (1) substitute the following wage schedule for the existing wage schedule:

	"Wage per week"
Part A: Cutting Department	
Head cutter	R656,00
Pattern maker:	
(a) Qualified	R656,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R367,00
Second six months of experience	R405,50
Third year:	
First six months of experience	R444,50
Second six months of experience	R485,00
Fourth year:	
First six months of experience	R528,50
Second six months of experience	R571,00
Thereafter, the wage specified in (a), i.e.	R656,00
Pattern grader:	
(a) Qualified	R529,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R345,50
Second six months of experience	R367,00
Third year:	
First six months of experience	R390,00
Second six months of experience	R416,50
Fourth year:	
First six months of experience	R444,50
Second six months of experience	R473,00
Thereafter, the wage specified in (a), i.e.	R529,50
Cutter, lay-maker:	
(a) Qualified	R510,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R310,00
Second six months of experience	R341,50
Third year:	
First six months of experience	R373,00
Second six months of experience	R408,00
Fourth year:	
First six months of experience	R447,00
Thereafter, the wage specified in (a), i.e.	R510,50
Interlining cutter, trimmer, leather cutter and tie cutter:	
(a) Qualified	R368,00

	"Wage per week"
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R277,00
Second six months of experience	R293,00
Third year:	
First six months of experience	R308,50
Second six months of experience	R324,50
Fourth year:	
First six months of experience	R340,50
Thereafter, the wage specified in (a), i.e.	R368,00
(c) If advanced to learner cutter:	
First six months from date of advancement	R398,50
Second six months from date of advancement	R447,00
Thereafter, the wage specified for a qualified cutter, i.e.	R510,50
Layer-up:	
(a) Qualified	R317,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R267,00
Second six months of experience	R277,00
Third year:	
First six months of experience	R288,50
Thereafter, the wage specified in (a), i.e.	R317,00
(c) If advanced to learner cutter:	
First six months from date of advancement	R317,00
Second six months from date of advancement	R373,00
Third six months from date of advancement	R408,00
Fourth six months from date of advancement	R447,00
Thereafter, the wage specified for a qualified cutter, i.e.	R510,50
(d) If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:	
First six months from date of advancement	R317,00
Second six months from date of advancement	R340,50
Thereafter, the wage specified for a qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	R368,00
(e) If advanced to fitter-up:	
First six months from date of advancement	R317,00
Second six months from date of advancement	R328,50
Third six months from date of advancement	R345,50
Fourth six months from date of advancement	R368,00
Thereafter, the wage specified for fitter-up, i.e.	R405,50
Clicker:	
(a) Qualified	R380,00
(b) Learner:	
First year of experience	Next wage*
Second year of experience	R285,00
Third year of experience	R324,50
Thereafter, the wage specified in (a), i.e.	R380,00
Tracer:	
(a) Qualified	R356,00

	"Wage per week"
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R285,00
Second six months of experience	R305,00
Third year:	
First six months of experience	R322,50
Thereafter, the wage specified in (a), i.e.	R356,00
Part B: Factory Operatives	
Clothing machine mechanic:	
(a) Qualified	R656,00
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience	R367,00
Second six months of experience	R405,50
Third year:	
First six months of experience	R444,50
Second six months of experience	R485,00
Fourth year:	
First six months of experience	R528,50
Second six months of experience	R571,00
Thereafter, the wage specified in (a), i.e.	R656,00
Clothing technician:	
(a) Qualified	R656,00
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience	R367,00
Second six months of experience	R405,50
Third year:	
First six months of experience	R444,50
Second six months of experience	R485,00
Fourth year:	
First six months of experience	R528,50
Second six months of experience	R571,00
Thereafter, the wage specified in (a), i.e.	R656,00
Grade A employee:	
(a) Qualified	R405,50
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience	R286,00
Second six months of experience	R307,50
Third year:	
First six months of experience	R328,50
Second six months of experience	R345,50
Fourth year:	
First six months of experience	R368,00
Thereafter, the wage specified in (a), i.e.	R405,50

	"Wage per week"
Grade B employee:	
(a) Qualified	R346,50
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience	R281,00
Second six months of experience	R296,00
Third year:	
First six months of experience	R311,00
Thereafter, the wage specified in (a), i.e.	R346,50
(c) If advanced to Grade A employee:	
First six months from date of advancement	R346,50
Second six months from date of advancement	R357,00
Third six months from date of advancement	R368,00
Thereafter, the wage specified for a qualified Grade A employee, i.e.	R405,50
Grade C employee:	
(a) Qualified	R307,50
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience	R276,00
Second six months of experience	R284,00
Thereafter, the wage specified in (a), i.e.	R307,50
(c) If advanced to Grade B employee:	
First six months from date of advancement	R307,50
Second six months from date of advancement	R311,00
Thereafter, the wage specified for a qualified Grade B employee, i.e.	R346,50
Underpresser, blocker:	
(a) Qualified	R311,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R267,00
Second six months of experience	R277,00
Third year:	
First six month of experience	R288,50
Thereafter, the wage specified in (a), i.e.	R311,00
(c) If advance to learner presser:	
First six months from date of advancement	R311,00
Second six months from date of advancement	R368,00
Thereafter, the wage specified for a qualified Grade A employee, i.e.	R405,50
Part C: Clerk Employees	
Clerk:	
(a) Qualified	R447,00
(b) Learner:	
First year of experience	Next wage**
Second year of experience	R329,50
Third year of experience	R358,50
Fourth year:	
First six months of experience	R391,50
Thereafter, the wage specified in (a), i.e.	R447,00

	"Wage per week"
Factory Clerk:	
(a) Qualified	R335,50
(b) Learner:	
First year of experience	Next wage**
Second year of experience	R267,00
Third year of experience	R285,00
Fourth year:	
First six months of experience	R307,50
Thereafter, the wage specified in (a), i.e.	R335,50
Part D: General	
Boiler attendant	R318,50
Despatch packer	R328,50
General worker	R307,50
Labourer	R311,00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer of trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg.....	R328,50
(b) exceeds 1 360 but not 2 720 kg	R341,50
(c) exceeds 2 720 kg.....	R390,00
Supervisor, quality controller and instructor	R416,50
Traveller's driver	R341,50
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week.....	R355,00
(b) 60 hours per week	R373,00

'Next wage*' means the wage rate due for the second year, first six months of experience in terms of clause 4 (4) (d).

'Next wage **' means the wage rate due for the second year of experience in terms of clause 4 (4) (d).".

(2) In subclause (10), insert the following at the end of the first paragraph after the expression "employed.":

"For the purposes of this subclause authorised absences from work shall be included for the purposes of calculating the Annual Bonus."

(3) In subclause (11) substitute the expression "R. 287 of 14 February 1997" for the expression "R. 1038 of 28 June 1996" where it appears.

(4) In subclause (12) substitute the expression "1997" for the expression "1996" where it appears.

6. CLAUSE 5: PAYMENT OF WAGES

In subclause (1) (b) substitute the following wage schedule for the existing wage schedule:

	Wage per week
Supervisors and quality controllers	R489,50
Grade A employees:	
Machinist and passers.....	R409,50
Factory Clerks	R380,00

7. CLAUSE 26: CLOTHING INDUSTRY HEALTH CARE FUND

(1) In subclause (4) (a) substitute the expression "R349,51" for the expression "R321,01" where it appears.

(2) In subclause (4) (b) substitute the expression "R349,51" for the expression "R321,01" where it appears.

(3) Substitute the following for subclause (13) (a):

"(a) An employer shall grant an employee who is absent from work through incapacity—

(i) in the case of an employee who regularly works not more than five days a week, not less than 10 working days; or

(ii) in the case of any other employee, not less than 12 working days, sick leave in the aggregate on full pay during each period of 12 consecutive months commencing 1 July 1997 and on each July 1st thereafter, for which the employee is employed by him (hereinafter referred to as the 'sick leave cycle'): Provided that during the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who regularly works not more than five days in a week, one working day in respect of each completed period of five weeks of employment and, in the case of any other employee, one working day in respect of each completed month of employment. The sick leave cycle of such employees shall commence on the next July 1st so as to ensure a common Industry Anniversary date of 1 July for sick leave."

(4) Substitute the following for subclause (13) (g):

"(g) For the purposes of this subclause—

- (i) the provision in paragraph (a) shall apply irrespective of whether or not an employee has exceeded the 30 days (or 36 days—as the case may be) under his incomplete 36-month cycle as at 30 June 1997 in terms of the previous agreement;
- (ii) any employee who had not been paid by his employer for sick leave taken since 1 July 1997 in terms of the previous agreement, shall be entitled to payment for those days up to a maximum of his new 10-day (or 12 days, as the case may be) entitlement in terms of this agreement;
- (iii) sick leave not taken in one year cannot be carried forward to the next year and the following year's paid leave of 10 days (or 12 days, as the case may be) may not be taken in advance. This, however, does not detract from an employee's right to unpaid sick leave when the 10 days (or 12 days, as the case may be) per year limit has been exceeded;
- (iv) all employees who have been certified as having an illness of 10 days or more (or 12 days, as the case may be) in any period of 36 consecutive months employment with an employer, commencing 1 July 1997 and ending on 30 June 2000, and on 1 July of every 36-month period thereafter, may apply to the Health Care Fund Management Committee referred to in subclause (2) for paid sick leave up to a maximum of 30 days (or 36 days, where more than five days per week are regularly worked), or any balance exceeding 10 days (or 12 days, as the case may be) and still remaining in such period of 36 months.

Upon receipt of such application, the Health Care Fund Management Committee may exercise its right to decide on the merits of the application and rule whether or not the employer should pay for such extended sick leave. The provision is referred to as the "Serious Illness or Injury Provision";

- (v) employees and employers shall have the right to dispute a decision of payment or non-payment and they may use the dispute resolution procedures of the Bargaining Council to resolve same. These dispute procedures may be applied where an employee or employer objects to the ruling of the Health Care Fund Management Committee or where the Committee is unable to make a ruling for whatever reason.
- (vi) all parents employed in the Industry will be entitled to use all or part of their annual paid sick leave entitlement (10 or 12 days, as the case may be) for purposes of caring for ill dependent children on condition that—
 - (aa) an ill dependent child must have been diagnosed and certified at a Health Care Facility of the Fund as seriously ill or injured and that the parent's presence is necessary during the period of the child's recovery or part thereof; and
 - (bb) prior appointment for consultation at a Health Care Facility of the Fund has been made or prior notification to the principal member's employer and/or where the principle member has reported to a Health Care Facility of the Fund;

Provided that the mere presence of the principal member with an ill child at a Health Care Facility of the Fund shall not automatically entitle such member to a certificate for sick leave payment. All certificates will be issued at the sole discretion of the Medical Officer or other professional staff of the Fund. In such cases, the Medical Officer or other professional staff of the Fund shall endorse the certificate with the appropriate wording determined by the Management Committee of the Fund.

Provided further that a principal member parent who presents a certificate for a child which has been issued by a Public Funded Hospital shall be eligible for benefits under this arrangement only in instances where the Fund's own professional staff have confirmed the diagnosis and requirements in terms of this provision.

For purposes hereof, a Public Funded Hospital shall mean any of those larger State Hospitals which usually provide a 24-hour service.

Provided also that employees in the industry who fall within the jurisdiction of the Clothing Industry Bargaining Council (Western Cape) and who have been exempted for contributing to the Fund shall be entitled to attend a Health Care Fund facility of the fund for purposes of obtaining the required certification in respect of an ill dependent child. Such an arrangement however, shall, not entitle the employee or his dependants to any medical attention."

8. CLAUSE 34: RETRENCHMENT BENEFIT

Substitute the following for clause 34:

"34. LAYING DOWN BENEFITS

- (1) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, unless the employer has been exempted from the provisions of this clause.
- (2) The Minister may, after consulting NEDLAC and the Public Service Co-ordinating Bargaining Council, vary the amount of severance pay in terms of subclause (1) by notice of that change in the *Government Gazette*.
- (3) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer is not entitled to severance pay in terms of subclause (1).
- (4) The payment of severance pay in compliance with this section does not affect an employee's right to any other amount payable according to law.
- (5) An employer or a category of employers may apply to the Minister for exemption from the provisions of subclause (1) as if the application is one in terms of the Basic Conditions of Employment Act and the Minister may grant an exemption as if it were an exemption granted in terms of that Act.
- (6) If there is a dispute only about the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to—
 - (a) the Council, if the parties to the dispute fall within the registered scope of the Council; or
 - (b) the Commission, if the Council does not have jurisdiction.
- (7) An employee who refers the dispute to the Council (or the Commission) must satisfy the Council (or the Commission) that a copy of the referral has been served on all the other parties to the dispute.
- (8) The Council (or the Commission) must attempt to resolve the dispute through conciliation.
- (9) If the dispute remains unresolved, the employee may refer it to arbitration.
- (10) If the Labour Court is adjudicating a dispute about a dismissal based on the employer's operational requirements, the Court may inquire into and determine the amount of any severance pay to which the dismissed employee may be entitled and the Court may make an order directing the employer to pay that amount."

9. ANNEXURE G

Substitute the attached Annexure G for Annexure G of the Agreement.

Signed at Salt River, on behalf of the parties, this 27th day of November 1997.

R. ALEXANDER

Chairperson of the Council

T. SACKER

Vice-Chairperson of the Council

P. R. CROSOER

Secretary of the Council

ANNEXURE G**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE**

RETURN FOR THE MONTH.....199.....

To: The Secretary
P.O. Box 1142
WOODSTOCK
7915
Telephone: 460-4000

Name of firm.....

Address

Office use only		Week ending dates during the month					Employee contributions	Employer contributions	Total across
Housing loan repayments		---AS PER SCHEDULE ON REVERSE SIDE OF THIS RETURN---						NIL	=
Enter number of employees in each of the blocks below						TOTAL	RATE		
Bargaining Council Levies						X		+	=
Health Care Fund contributions up to R	EMPLOYEE Without dependants (i)					X		NIL	=
	With dependants (ii)					X		NIL	=
	EMPLOYER Total (i) + (ii)					X	NIL		=
Health Care Fund contributions R and over	EMPLOYEE Without dependants (i)					X		NIL	=
	With dependants (ii)					X		NIL	=
	EMPLOYER Total (i) + (ii)					X	NIL		=
Provident Fund contributions (as per attached schedule) R								+	=
CITB Training Fund Levy						X	VAT INCLUSIVE	NIL	=
SACTWU subscriptions		Enter number of employees in each of these blocks—				% of each Trade Union member's basic wage rate with a minimum of R per week and a maximum of R per week			
R		Enter Rand value in each of these blocks—						NIL	=
SACTWU Bursary Fund						X		NIL	=

MATERNITY LEAVE (only if employed more than one year with firm)

Health Care Fund contributions up to R						X		NIL	=
Health Care Fund contributions R and over						X		NIL	=
Provident Fund contributions (as per attached schedule) R								NIL	=

TOTAL OF EMPLOYER AND EMPLOYEE CONTRIBUTIONS:

ADDITIONAL PAYMENTS (DETAILS ON REVERSE OF FORM:

WE ENCLOSE OUR CHEQUE FOR TOTAL:

THIS FORM MUST BE RETURNED TO THE COUNCIL BY NOT LATER THAN THE 14TH DAY OF THE ENSUING MONTH

No. R. 386

20 Maart 1998

WET OP ARBEIDSVARHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: HERBEKRAKTIGING VAN HOOFDOOREENKOMS

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 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 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 10 Mei 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI.**Minister van Arbeid****BYLAE****NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)****OOREENKOMS**

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

Cape Clothing Association

die

Cape Fabric Knitting Association

en die

Garment Manufacturers' Association of the Western Cape

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

Southern 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 Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Klerasienywerheid nagekom word—

- (a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;
- (b) in die landdrosdistrikte—
 - (i) Die Kaap, Simonstad, Goodwood en Bellville, insluitende die gedeeltes van die landdrosdistrikte Simonstad, Goodwood en Bellville waaruit die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel was, Somerset-Wes en Strand deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrafe (a) en/of (b) van die omskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983;
 - (ii) Wynberg, insluitende die gedeelte van die landdrosdistrik Wynberg waaruit die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel was, deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrafe (a) en/of (b) en/of (c) van die omskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 en 1 Julie 1983; en
 - (iii) Malmesbury en Morreesburg deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrafe (a) (uitgesonderd lyfbande wat van leer of van sintetiese materiaal gemaak word) en/of (b) van die omskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983.

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

- (a) van toepassing slegs op werknemers vir wie lone voorgeskryf word in die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 1373 van 1 Julie 1983, soos van tyd tot tyd gewysig;
- (b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R34 112 per jaar;
- (c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling.

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 10 Mei 1998 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousules 5 (4) (h), 14 (2), 23, 24 en 27 van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 1373 van 1 Julie 1983, soos gewysig, verleng, hernieu of herbekragtig deur Goewermenskennisgewings Nos. R. 2658 van 2 Desember 1983, R. 1260 van 22 Junie 1984, R. 1553 van 27 Julie 1984, R. 2433 van 9 November 1984, R. 2668 van 7 Desember 1984, R. 1742 van 9 Augustus 1985, R. 2692 van 6 Desember 1985, R. 305 van 21 Februarie 1986, R. 2333 van 14 November 1986, R. 251 van 6 Februarie 1987, R. 2810 van 18 Desember 1987, R. 2066 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2326 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2755 van 15 Desember 1989, R. 2085 van 31 Augustus 1990, R. 2865 van 7 Desember 1990, R. 1233 van 30 Mei 1991, R. 478 van 14 Februarie 1992, R. 2509 van 4 September 1992, R. 3106 van 13 November 1992, R. 3430 van 24 Desember 1992, R. 1086 van 25 Junie 1993, R. 779 van 22 April 1994, R. 1156 van 1 Julie 1994, R. 672 van 12 Mei 1995, R. 1010 van 7 Julie 1995, R. 876 van 31 Mei 1996, R. 1038 van 28 Junie 1996, R. 2023 van 6 Desember 1996 en R. 287 van 14 Desember 1997 (hierna die "Vorige Ooreenkoms" genoem) soos van tyd tot tyd verder verleng, hernieu en gewysig, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 tot 5 (4) (g), 5 (4) (i), 14 (1), 15 tot 22, 25, 26, 28 tot 35 van die Vorige Ooreenkoms soos verder verleng, hernieu en gewysig van tyd tot tyd, is van toepassing op sowel as werkgewers as werknemers.

5. KLOUSULE 4: LONE

(1) In subklousule (1), vervang die bestaande loontabel deur die volgende loontabel:

	"Loon per week"
Deel A: Snyafdeling	
Hoofsnyer	R656,00
Patroonmaker:	
(a) Gekwalifiseer	R656,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende Loon*
Tweede jaar:	
Eerste ses maande ondervinding	R367,00
Tweede ses maande ondervinding	R405,50
Derde jaar:	
Eerste ses maande ondervinding	R444,50
Tweede ses maande ondervinding	R485,00
Vierde jaar:	
Eerste ses maande ondervinding	R528,50
Tweede ses maande ondervinding	R571,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R656,00
Patroongradeerder:	
(a) Gekwalifiseer	R529,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende Loon*
Tweede jaar:	
Eerste ses maande ondervinding	R345,50
Tweede ses maande ondervinding	R367,00

	"Loon per week
Derde jaar:	
Eerste ses maande ondervinding	R390,00
Tweede ses maande ondervinding	R416,50
Vierde jaar:	
Eerste ses maande ondervinding	R444,50
Tweede ses maande ondervinding	R473,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R529,50
Snyer, snylaagpatroonoplêer:	
(a) Gekwalifiseer	R510,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende Loon*
Tweede jaar:	
Eerste ses maande ondervinding	R310,00
Tweede ses maande ondervinding	R341,50
Derde jaar:	
Eerste ses maande ondervinding	R373,00
Tweede ses maande ondervinding	R408,00
Vierde jaar:	
Eerste ses maande ondervinding	R447,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R510,50
Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:	
(a) Gekwalifiseer	R368,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R277,00
Tweede ses maande ondervinding	R293,00
Derde jaar:	
Eerste ses maande ondervinding	R308,50
Tweede ses maande ondervinding	R324,50
Vierde jaar:	
Eerste ses maande ondervinding	R340,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R368,00
(c) Indien bevorder tot leerlingsnyer:	
Eerste ses maande vanaf datum van bevordering	R398,50
Tweede ses maande vanaf datum van bevordering	R447,00
Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	R510,50
Laagoplêer:	
(a) Gekwalifiseer	R317,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R267,00
Tweede ses maande ondervinding	R277,00
Derde jaar:	
Eerste ses maande ondervinding	R288,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R317,00
(c) Indien bevorder tot leerlingsnyer:	
Eerste ses maande vanaf datum van bevordering	R317,00
Tweede ses maande vanaf datum van bevordering	R373,00

	"Loon per week
Derde ses maande vanaf datum van bevordering.....	R408,00
Vierde ses maande vanaf datum van bevordering	R447,00
Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	R510,50
(d) Indien bevorder tot leerlingtussenvoeringsnyer, -voeringwerker, -leerlingsnyer of -dassnyer:	
Eerste ses maande vanaf datum van bevordering	R317,00
Tweede ses maande vanaf datum van bevordering.....	R340,50
Daarna, die loon vir 'n gekwalifiseerde tussenvoeringsnyer, voeringwerker, leersnyer of dassnyer voorgeskryf, d.w.s.....	R368,00
(e) Indien bevorder tot saampasser:	
Eerste ses maande vanaf datum van bevordering	R317,00
Tweede ses maande vanaf datum van bevordering.....	R328,50
Derde ses maande vanaf datum van bevordering.....	R345,50
Vierde ses maande vanaf datum van bevordering	R368,00
Daarna, die loon vir 'n saampasser voorgeskryf, d.w.s.	R405,50
Perssnyer:	
(a) Gekwalifiseer.....	R380,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar ondervinding	R285,00
Derde jaar ondervinding.....	R324,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R380,00
Natrekker:	
(a) Gekwalifiseer.....	R356,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R285,00
Tweede ses maande ondervinding	R305,00
Derde jaar:	
Eerste ses maande ondervinding	R322,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R356,00
Deel B: Fabriekswerkers	
Klerasiemasjienwerktuigkundige:	
(a) Gekwalifiseer.....	R656,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon *
Tweede jaar:	
Eerste ses maande ondervinding	R367,00
Tweede ses maande ondervinding	R405,50
Derde jaar:	
Eerste ses maande ondervinding	R444,50
Tweede ses maande ondervinding	R485,00
Vierde jaar:	
Eerste ses maande ondervinding	R528,50
Tweede ses maande ondervinding	R571,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R656,00
Klerasietegnikus:	
(a) Gekwalifiseer.....	R656,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon *

	"Loon per week"
Tweede jaar:	
Eerste ses maande ondervinding	R367,00
Tweede ses maande ondervinding	R405,50
Derde jaar:	
Eerste ses maande ondervinding	R444,50
Tweede ses maande ondervinding	R485,00
Vierde jaar:	
Eerste ses maande ondervinding	R528,50
Tweede ses maande ondervinding	R571,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R656,00
Werknemer graad A:	
(a) Gekwalifiseer	R405,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon *
Tweede jaar:	
Eerste ses maande ondervinding	R286,00
Tweede ses maande ondervinding	R307,50
Derde jaar:	
Eerste ses maande ondervinding	R328,50
Tweede ses maande ondervinding	R345,50
Vierde jaar:	
Eerste ses maande ondervinding	R368,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R405,50
Werknemer graad B:	
(a) Gekwalifiseer	R346,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon *
Tweede jaar:	
Eerste ses maande ondervinding	R281,00
Tweede ses maande ondervinding	R296,00
Derde jaar:	
Eerste ses maande ondervinding	R311,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R346,50
(c) Indien bevorder tot werknemer graad A:	
Eerste ses maande vanaf datum van bevordering	R346,50
Tweede ses maande vanaf datum van bevordering	R357,00
Derde ses maande vanaf datum van bevordering	R368,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	R405,50
Werknemer graad C:	
(a) Gekwalifiseer	R307,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon *
Tweede jaar:	
Eerste ses maande ondervinding	R276,00
Tweede ses maande ondervinding	R284,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R307,50
(c) Indien bevorder tot werknemer graad B:	
Eerste ses maande vanaf datum van bevordering	R307,50
Tweede ses maande vanaf datum van bevordering	R311,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.	R346,50

	"Loon per week"
Voorparser, blokker:	
(a) Gekwalifiseer.....	R311,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R267,00
Tweede ses maande ondervinding	R277,00
Derde jaar:	
Eerste ses maande ondervinding	R288,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R311,00
(c) Indien bevordering tot leerlingparser:	
Eerste ses maande vanaf datum van bevordering	R311,00
Tweede ses maande vanaf datum van bevordering	R368,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf d.w.s.....	R405,50
Deel C: Klerke	
Klerk:	
(a) Gekwalifiseer.....	R447,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon**
Tweede jaar ondervinding	R329,50
Derde jaar ondervinding	R358,50
Vierde jaar:	
Eerste ses maande ondervinding	R391,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R447,00
Fabrieksklerk	
(a) Gekwalifiseer.....	R335,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon**
Tweede jaar ondervinding	R267,00
Derde jaar ondervinding	R285,00
Vierde jaar:	
Eerste ses maande ondervinding	R307,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R335,50
Deel D: Algemeen	
Ketelbediener	R318,50
Versendingsverpakker	R328,50
Algemene werker	R307,50
Arbeider	R311,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is	R328,50
(b) meer as 1 360 kg maar hoogstens 2 720 kg is	R341,50
(c) meer as 2 720 kg	R390,00
Toesighouer, gehaltebeheerder en instrukteur	R416,50
Handelsreisiger se drywer	R341,50
Wag of opsigter, wie se normale werkure—	
(a) minder as 60 ure per week is	R355,00
(b) 60 uur per week is	R373,00

Volgende loon beteken die loon betaalbaar vir die tweede jaar, eerste ses maande, ondervinding ingevolge klousule 4 (4) (d).

**Volgende loon ** beteken die loon betaalbaar vir die tweede jaar ondervinding ingevolge klousule 4 (4) (d)."

- (2) In subklousule (10) voeg die volgende in, na die uitdrukking "in diens is", aan die einde van die eerste paragraaf:
"Vir die doeleindes van hierdie subklousule word gemagtigde afwesigheid van werk in ag geneem by die berekening van die Jaarlikse Bonus."

(3) In subklousule (11) vervang die uitdrukking "R. 1038 van 28 Junie 1996" waar dit voorkom, deur die uitdrukking "R. 287 van 14 Februarie 1997".

- (4) In subklousule (12) vervang die uitdrukking "1996", waar dit voorkom, deur die uitdrukking "1997".

6. KLOUSULE 5: BETALING VAN LONE

In subklousule (1) (b) vervang die bestaande loontabel deur die volgende loontabel:

	Loon per week
Toesighouers en gehaltebeheerders	R489,50
Werknemers graad A:	
Masjienwerkers en nasieners	R409,50
Fabrieksklerke	R380,00

7. KLOUSULE 26: GESONDHEIDSORGFONDS VAN DIE KLERASIENYWERHEID

- (1) In subklousule (4) (a) vervang die uitdrukking "R321,01", waar dit voorkom, deur die uitdrukking "R349,51".

- (2) In subklousule (4) (b) vervang die uitdrukking "R321,01" waar dit voorkom, deur die uitdrukking "R349,51".

- (3) Vervang subklousule (13) (a) deur die volgende:

"(a) 'n Werkgewer moet aan 'n werknemer wat van sy werk afwesig is weens ongeskiktheid—

- (i) in die geval van 'n werknemer wat gereeld hoogstens vyf dae per week werk, altesaam minstens 10 werkdade; of

- (ii) in die geval van enige ander werknemer, altesaam minstens 12 werkdade,

siekteverlof met volle besoldiging toestaan gedurende elke tydperk van 12 agtereenvolgende maande beginnende op 1 Julie 1997 en op elke 1ste Julie daarna, wat die werknemer by hom in diens is (hierna die 'siekteverlofsiklus' genoem): Met dien verstande dat 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie geregtig is nie op siekteverlof met volle besoldiging teen 'n skaal van meer as, in die geval van 'n werknemer wat gereeld hoogstens vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens. Die siekteverlofsiklus van sodanige werknemers sal begin op die eersvolgende 1ste Julie om 'n gemeenskaplike jaardag ten opsigte van siekteverlof vir die Nywerheid te verseker.

- (4) Vervang subklousule (13) (g) deur die volgende:

"(g) By die toepassing van hierdie subklousule—

- (i) is die bepaling in paragraaf (a) geldig ongeag of die werknemer die 30 dae (of 36 dae, na gelang van die geval) ingevolge sy onvoltooide 36 maande siklus soos op 30 Junie 1997 ingevolge die vorige ooreenkoms oorskry het of nie;
- (ii) 'n werknemer wat nie deur sy werkgewer betaal is vir siekteverlof geneem sedert 1 Julie 1997 ingevolge die vorige ooreenkoms nie, is geregtig op betaling vir sodanige dae tot en met 'n maksimum van sy nuwe geregtigheid van 10 dae (of 12 dae, na gelang van die geval) ingevolge hierdie ooreenkoms;
- (iii) siekteverlof wat nie in 'n jaar geneem word nie, kan nie na die volgende jaar oorgedra word nie en die daaropvolgende jaar se geregtigheid van 10 dae (of 12 dae na die gelang van die geval) betaalde siekteverlof mag nie vooruit geneem word nie. Sodanige bepaling ontnem egter nie 'n werknemer se reg tot onbetaalde verlof in gevalle waar die limiet van 10 dae (of 12 dae, na gelang van die geval) per jaar oorskry word nie;
- (iv) alle werknemers wat 'n siektesertifikaat vir 10 dae of langer het (of 12 dae, na gelang van die geval) in enige tydperk van 36 agtereenvolgende maande diens by 'n werkgewer beginnende op 1 Julie 1997 en eindigende op 30 Junie 2000, asook op 1 Julie van elke tydperk van 36 maande daarna, mag by die Bestuurskomitee in subklousule (2) bedoel, aansoek doen om betaalde siekteverlof tot 'n maksimum van 30 dae (of 36 dae waar meer as vyf dae per week gereeld gewerk word) of enige restant van 10 dae (of 12 dae, na gelang van die geval) oorskry en nog oorbly van sodanige tydperk van 36 maande.

By ontvangs van sodanige aansoek, mag die Bestuurskomitee van die Gesondheidsorgfonds die reg uitoefen om die meriete van die aansoek te oorweeg en te besluit of die werkgewer vir sodanige verlengde siekteverlof moet betaal of nie. Hierdie voorsiening word genoem die "Ernstige Siekte of Besering-bepaling";

- (v) werknemers en werkgewers het die reg om 'n geskil te verklaar teen 'n besluit van betaling of nie-betaling en hulle is daarop geregtig om die dispuutoplossingsprosedures van die Bedingingsraad te gebruik om enige sodanige aangeleentheid te probeer besleg. Sodanige dispuutprosedures mag aangewend word wanneer 'n werknemer of 'n werkgewer beswaar aanteken teen die besluit van die Bestuurskomitee van die Gesondheidsorgfonds of waar sodanige Bestuurskomitee om watter rede ook al, nie 'n besluit kan uitoefen nie;
- (vi) alle ouers wat in die Nywerheid werksaam is, sal geregtig wees om hul volle of 'n gedeelte van hul jaarlikse siekteverlofgeregtigheid van 10 dae (of 12 dae, na gelang van die geval) aan te wend vir doeleindes om na hul siek afhanklike kinders om te sien, op voorwaarde dat—
 - (aa) sodanige siek afhanklike kind by 'n Gesondheidsorgfasiliteit van die Fonds as ernstig ongeskik of beseer gediagnoseer is en dat die ouer se teenwoordigheid as noodsaaklik beskou word tydens die kind se algehele of gedeeltelike tydperk van aansterking; en
 - (bb) 'n afspraak vooraf gemaak is by 'n Gesondheidsorgfasiliteit van die Fonds, of kennisgewing vooraf aan die hooflid se werkgewer gegee is en/of die hooflid by 'n Gesondheidsorgfasiliteit van die Fonds aangemeld het:

Met dien verstande dat die blote teenwoordigheid van die hooflid met 'n siek kind by 'n Gesondheidsorgfasiliteit van die Fonds nie sodanige hooflid outomaties geregtig sal maak op die uitreiking van 'n sertifikaat vir siekteverlofbetaling nie. Alle sertifikate sal uitgereik word na uitsluitlike goeddunke van die Mediese Beampte of ander professionele personeel van die Fonds. In sodanige gevalle moet die Mediese Beampte of ander professionele personeel van die Fonds die sertifikaat endosseer met die toepaslike bewoording soos bepaal deur die Bestuurskomitee van die Fonds.

Voorts, met dien verstande dat 'n hooflid wat 'n ouer is en wat 'n sertifikaat ten opsigte van 'n kind toon, wat uitgereik is deur 'n Staatsbefondste Hospitaal, slegs geregtig is op voordele ingevolge van hierdie bepaling in gevalle waar die Fonds se eie professionele personeel die diagnose en voorskrifte van hierdie bepaling bekragtig het.

Vir die doeleindes hiervan, sal Staatsbefondste Hospitaal beteken die groter tipe Staats-hospitale wat normaalweg op 'n 24-uur-diens verskaf.

Met dien verstande ook dat werknemers in die Nywerheid wat binne die jurisdiksie val van die Bedingingsraad vir die Klerasiennywerheid (Wes-Kaap) val en wat vrystelling verkry het van bydrae tot die Fonds daarop geregtig is om van die dienste van 'n Gesondheidsorgfasiliteit van die Fonds gebruik te maak ten einde die nodige sertifisering ten opsigte van 'n siek afhanklike kind te verkry. Sodanige reëling sal die betrokke werknemer, of sy afhanklike(s), egter nie geregtig maak op mediese behandeling nie.”

8. KLOUSULE 34: BESNOEIINGSVOORDEEL

Vervang die bestaande klousule 34 deur die volgende:

“34. AFLEGGINGSVOORDEEL

- (1) 'n Werkgewer moet aan 'n werknemer wat afgelê word weens redes gegrond op die werkgewer se bedryfsvereistes, besnoeiingsbetaling betaal gelyk aan minstens een week se besoldiging vir elke voltooide jaar van aaneenlopende diens by daardie werkgewer, tensy die werkgewer van die bepalings van hierdie klousule vrygestel is.
- (2) Die Minister, na oorleg met NEOAR en die Koördineerende Staatsdiens Bedingingsraad, kan die bedrag van die besnoeiingsbetaling wat ingevolge subklousule (1) geld, verander by kennisgewing in die *Staatskoerant*.
- (3) 'n Werknemer wat onredelikewys weier om die werkgewer se aanbod van alternatiewe diens by daardie werkgewer of 'n ander werkgewer te aanvaar, is nie op besnoeiingsbetaling ingevolge subklousule (1) geregtig nie.
- (4) Die betaling van uittreeloon ter nakoming van hierdie klousule raak nie 'n werknemer se reg op enige ander bedrag wat regtens betaalbaar is nie.
- (5) 'n Werkgewer of 'n kategorie werkgewers kan by die Minister aansoek doen om vrystelling van die bepalings van subklousule (1) asof die aansoek 'n aansoek ingevolge die Wet op Basiese Diensvoorwaardes is, en die Minister kan vrystelling verleen asof dit 'n vrystelling ingevolge daardie Wet was.
- (6) Indien daar 'n geskil is wat net handel oor die geregtigheid op uittreeloon ingevolge hierdie klousule, kan die werknemer die geskil skriftelik verwys na—
 - (a) die Raad, indien die partye by die geskil binne die geregistreerde bestek van die Raad val; of
 - (b) die Kommissie, indien die Raad nie jurisdiksie het nie.
- (7) Die werknemer wat die geskil na die Raad (of die Kommissie) verwys, moet hom oortuig dat 'n afskrif van die verwysing aan al die ander partye by die geskil beteken is.

- (8) Die Raad (of die Kommissie) moet poog om die geskil deur versoening te besleg.
- (9) Indien die geskil onbesleg bly, kan die werknemer dit na arbitrasie verwys.
- (10) Wanneer die Arbeidshof 'n geskil oor 'n ontslag gegrond op die werkgewer se bedryfsvereistes bereg, kan die Hof die bedrag aan besnoeiingsbetaling waarop die ontslane werknemer geregtig mag wees, ondersoek en bepaal en kan die Hof 'n bevel uitreik wat die werkgewer gelas om daardie bedrag te betaal.”.

9. AANHANGSEL G

Vervang Aanhangel G van die Ooreenkoms deur die aangehegte Aanhangel G.

Namens die partye op hede die 27ste dag van November 1997 te Soutrivier onderteken.

R. ALEXANDER

Voorsitter van die Raad

T. SACKER

Onder-voorsitter van die Raad

P. R. CROSOER

Sekretaris van die Raad

AANHANGSEL G**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, KAAP**

OPGAWE VIR DIE MAAND.....199.....

Aan: Die Sekretaris
 Posbus 1142
 WOODSTOCK
 7915
 Telefoon: 460-4000

Naam van firma.....
 Adres.....

Slegs vir kantoorgebruik		Weekeinddatums gedurende die maand						Werknemer- bydraes	Werkgewer- bydraes	Totaal oordwars
Huislening- terugbetalings		SOOS PER STAAT OP DIE KEERSY VAN HIERDIE OPGAWE---							NUL	=
Vul getal werknemers in elk van die blokkies hieronder in						TOTAAL	BYDRAE			
Bedingsraad- heffings							X		+	=
Gesondheid- sorgfonds- bydraes tot en met R	WERKNEMER Sonder afhanklikes (i)						X			NUL
	Met afhanklikes (ii)						X			NUL
	WERKGEWER Totaal (i) + (ii)						X		NUL	=
Gesondheid- sorgfonds- bydraes R en meer	WERKNEMER Sonder afhank- likes (i)						X			NUL
	Met afhanklikes (ii)						X			NUL
	WERKGEWER Totaal (i) + (ii)						X		NUL	=
Voorsorgfondsbydraes (Soos per aangehegte staat) R							% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand		+	=
ORKN-opleidingsfonds- heffing							X BTW INGESLUIT		NUL	=
SACTWU-ledegeld		Vul getal werknemers in elk van die blokkies hieronder in—				% van elke vakveren- inglid se basiese loon met 'n minimum van R per week en 'n maksi- mum van R per week				NUL
R		Vul randwaarde in elk van die blokkies hieronder in—								NUL
SACTWU-studiebeursfonds							X		NUL	=

KRAAMVERLOF (Slegs indien meer as een jaar by firma in diens)

Gesondheidsorgfonds- bydraes R						X		NUL		=
Gesondheidsorgfondsbydraes R en meer						X		NUL		=
Voorsorgfondsbydraes (soos per aangehegte staat) R						% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand		NUL		=

TOTAAL VAN WERKGEWER- EN WERKNEMERBYDRAES:**BYKOMENDE BETALINGS (BESONDERHEDE OP DIE KEERSY VAN HIERDIE VORM):****ONS SLUIT ONS TJEK IN VIR TOTAAL:****HIERDIE VORM MOET VOOR OF OP DIE 14DE DAG VAN DIE VOLGENDE MAAND AAN DIE RAAD TERUGBESORG WORD**

No. R. 397**20 March 1998**

LABOUR RELATIONS ACT, 1956

CLEANING TRADE: AMENDMENT OF ORDER

I, Tito Titus Mboweni, hereby in terms of section 51A (4) (a) (ii) of the Labour Relations Act, 1956, as applied by item 12 (5B) of Schedule 7 of the Labour Relations Act, 1995, amend the Order for the Cleaning Trade, published under Government Notice No. R. 2417 of 21 November 1986, and amended by Government Notices Nos. R. 2051 of 18 September 1987, R. 1834 of 25 August 1989, R. 2263 of 20 September 1991, R. 1993 of 15 October 1993, R. 1857 of 28 October 1994, R. 2123 of 2 December 1994, R. 801 of 2 June 1995, R. 681 of 19 April 1996 and R. 302 of 21 February 1997 in accordance with the Schedule hereto and fix the first Monday after the date of publications of this Notice as the date from which the said amendment shall be binding.

T. T. MBOWENI**Minister of Labour****SCHEDULE**

In clause 2, substitute the following table for the existing table:

"TABLE

	A	B
	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Mitchells Plain, Nigel, Oberholzer, Paarl, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Sasolburg	The Magisterial District of Bloemfontein, East London, George, Highveld Ridge, Klerksdorp, Knysna, Mossel Bay (excluding the village area of Herbertsdale), Odendaalsrus, Oudtshoorn, Virginia, Welkom, and Wellington and the municipal areas of Bethlehem, Brits, Ermelo, Fochville, Grahamstown, Harrismith, Kimberley, Kroonstad, Lichtenburg, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Potchefstroom, Potgietersrus, Rustenburg, Upington, Witbank and Worcester
Employees other than a watchman or sanitary worker.....	Per hour R5,55	Per hour R4,42"

No. R. 397**20 Maart 1998**

WET OP ARBEIDSVERHOUDINGE, 1956

SKOONMAAKBEDRYF: WYSIGING VAN ORDER

Ek, Tito Titus Mboweni, Minister van Arbeid, wysig hierby kragtens artikel 51A (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, soos toegepas deur item 12 (5B) van Bylae 7 van die Wet op Arbeidsverhoudinge, 1995, die Order vir die Skoonmaakbedryf, gepubliseer by Goewermentskennisgewing No. R. 2417 van 21 November 1986, soos gewysig by Goewermentskennisgewings Nos. R. 2051 van 18 September 1987, R. 1834 van 25 Augustus 1989, R. 2263 van 20 September 1991, R. 1993 van 15 Oktober 1993, R. 1857 van 28 Oktober 1994, R. 2123 van 2 Desember 1994, R. 801 van 2 Junie 1995, R. 681 van 19 April 1996 en R. 302 van 21 Februarie 1997 ooreenkomstig die Bylae hiervan en bepaal die eerste Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging in werking tree.

T. T. MBOWENI**Minister van Arbeid****BYLAE**

Vervang die bestaande tabel deur die volgende tabel in klousule 2:

"TABEL

	A	B
	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Germiston, Goodwood, Inanda, Kempton Park, Krugersdorp, Kuilsrivier, Mitchells Plain, Nigel, Oberholzer, Paarl, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Somerset-Wes, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Sasolburg	Die landdrosdistrikte Bloemfontein, George, Hoëveldrif, Klerksdorp, Knysna, Mosselbaai (uitgesonderd die dorpsgebied van Herbertsdale), Odendaalsrus, Oos-Londen, Oudtshoorn, Virginia, Welkom en Wellington en die munisipale gebiede van Bethlehem, Brits, Ermelo, Fochville, Grahamstad, Harrismith, Kimberley, Kroonstad, Lichtenburg, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Potchefstroom, Potgietersrus, Rustenburg, Upington, Witbank en Worcester
Werknemers uitgesonderd 'n wag of 'n sanitasie werker.....	Per uur R5,55	Per uur R4,42"

No. R. 398

20 March 1998

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES

CLOTHING INDUSTRY, CAPE: PROVIDENT FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 1269 of 22 July 1994, R. 448 of 24 March 1995, R. 1039 of 28 June 1996 and R. 288 of 14 February 1997, with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI

Minister of Labour

No. R. 398

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWINGS

KLERASIENYWERHEID, KAAP: VOORSORGFONDSOOREENKOMS

EK, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings Nos. R. 1269 van 22 Julie 1994, R. 448 van 24 Maart 1995, R. 1039 van 28 Junie 1996 en R. 288 van 14 Februarie 1997 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI

Minister van Arbeid

No. R. 399

20 March 1998

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: 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 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 10 May 1998, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 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 10 May 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 said Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

PROVIDENT FUND AGREEMENT

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

Cape Clothing Manufacturers' Association,

the

Cape Fabric Knitting Association

and the

Garment Manufacturers' Association of the Western Cape

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

Southern African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" of the "trade union"), of the other part, being the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION

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

- (a) by the employers and employees who are members of the employers' organisations and the trade union, respectively, and who are engaged or employed in the industry;
- (b) in the Magisterial Districts of—
 - (i) The Cape, Simonstown, Bellville, Goodwood, including those portions of the Magisterial Districts of Goodwood, Simonstown and Bellville from which the Magisterial District of Mitchells Plain was constituted on 2 March 1992, Somerset West, Strand and George, on the operations set forth in paragraphs (a) and/or (b) of the definition of "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 678 of 31 March 1983;
 - (ii) Malmesbury, in respect of that part of the industry in which employers and employees are associated for the making of all classes of women's and girl's wear, including parts of such garments and cloth belts;
 - (iii) Wynberg, including that portion of the Magisterial District of Wynberg included when the Magisterial District of Mitchells Plain was constituted on 2 March 1992, on the operations set forth in paragraphs (a) and/or (b) and/or (c) of the definition of "Clothing Industry" in clause 3 of the said Agreement.

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

- (a) only apply in respect of employees for whom wages are prescribed on the Main Agreement, the Knitting Division Agreement and the Country Areas Agreement;
- (b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of this Agreement shall apply in respect of employees and working directors who were contributors at the date of coming into operation of this Agreement.

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 (1) of the Labour Relations Act, 1956, and shall remain in force for the period ending 10 May 1998 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions of clause 16 of the Agreement published under Government Notice No. R. 678 of 31 March 1983, as extended, renewed, amended or re-enacted by Government Notices Nos. R. 2719 of 15 December 1983, R. 2434 of 9 November 1984, R. 2671 of 7 December 1984, R. 1065 of 30 May 1986, R. 2338 of 14 November 1986, R. 253 of 6 February 1987, R. 1463 of 22 July 1988, R. 2070 of 14 October 1988, R. 2455 of 2 December 1988, R. 2529 of 17 November 1989, R. 2866 of 7 December 1990, R. 1234 of 30 May 1991, R. 2510 of 4 September 1992, R. 597 of 8 April 1993, R. 1089 of 25 June 1993, R. 1156 of 1 July 1994, R. 1269 of 22 July 1994, R. 448 of 24 March 1995, R. 1039 of 28 June 1996 and R. 288 of 14 February 1997 (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 15, 17 and 18 of the Former Agreement, as further extended, renewed and amended from time to time, shall apply to employers and employees.

5. CLAUSE 6: CONTRIBUTIONS

Substitute the following for subclause (1):

- "(1) *Employees' contributions:* Every employer shall, save as provided for in terms of clause 1 (2) (b) of this Agreement, each week or each month, as the case may be, deduct from the wages of each of his weekly paid or monthly paid employees (hereinafter referred to as "contributor") who has worked 8½ ordinary hours or more during any pay week, an amount equal to 3,0% of his wage for the period up to 31 December 1997 and 3,5% for the period from 1 January 1998: Provided that no deduction shall exceed 3,0% or 3,5%, as the case may be, of the highest minimum wage as prescribed in clause 4 of the Main and Knitting Division Agreements of the Council. Fractions of a cent shall be regarded as one cent when assessing the rate of contribution payable by the contributor and his employer in terms of this clause: Provided further that no deductions shall be made from the wage of any employee who is 65 years of age or older."

Substitute the following for subclause (2):

- "(2) *Employers' contributions:* An employer shall each week, in the case of weekly paid employees, or each month, in the case of monthly paid employees, contribute to the Fund an amount equal to 3,0% for the period up to 31 December 1997 and 4% for the period from 1 January 1998 of all amounts contributed by each of his employees for whom contributions are deducted as provided in subclause (1)."

Signed at Salt River, on behalf of the parties, this 27th day of November 1997.

R. ALEXANDER

Chairperson of the Council

T. S. SACKER

Vice-Chairperson of the Council

P. R. CROSOER

Secretary of the Council

No. R. 399

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: HERBEKRAKTIGING 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 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 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van die 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 10 Mei 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

VOORSORGFONDSOOREENKOMS

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

Cape Clothing Manufacturers' Association,

die

Cape Fabric Knitting Association

en die

Garment Manufacturers' Association of the Western Cape

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

Southern 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 Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Klerasienywerheid nagekom word—

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

(b) in die landdrosdistrikte—

- (i) Die Kaap, Simonstad, Bellville, Goodwood, met inbegrip van die gedeeltes van die landdrosdistrikte Goodwood, Simonstad en Bellville waaruit die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel is, Somerset-Wes, Strand en George, ten opsigte van die werksaamhede uiteengesit in paragraaf (a) en/of (b) van die omskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 678 van 31 Maart 1983;
- (ii) Malmesbury, ten opsigte van die gedeelte van die Nywerheid waarin die werkgewers en die werknemers met mekaar geassosieer is vir die maak van alle klasse kledingstukke vir vroue en meisies, met inbegrip van gedeeltes van sodanige kledingstukke en lapgordels;
- (iii) Wynberg, met inbegrip van die gedeelte van die landdrosdistrik Wynberg, wat ingesluit is toe die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel is, ten opsigte van die werksaamhede uiteengesit in paragraaf (a) en/of (b) en/of (c) van die omskrywing van "Klerasienywerheid" in klousule 3 van genoemde Ooreenkoms.

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

- (a) van toepassing slegs op werknemers vir wie lone in die Hoof-ooreenkoms, die Ooreenkoms vir die Breiafdeling en die Ooreenkoms vir die Platteland voorgeskryf word;
- (b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoof-ooreenkoms van die Raad bedoel.

(3) Ondanks subklousules (1) en (2) is hierdie Ooreenkoms van toepassing ten opsigte van werknemers en werkende direkteure wat bydraes was op die datum van inwerkingtreding van hierdie Ooreenkoms.

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 10 Mei 1998 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousule 16 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 678 van 31 Maart 1983, soos gewysig, verleng, hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 2719 van 15 Desember 1983, R. 2434 van 9 November 1984, R. 2671 van 7 Desember 1984, R. 1065 van 30 Mei 1986, R. 2338 van 14 November 1986, R. 253 van 6 Februarie 1987, R. 1463 van 22 Julie 1988, R. 2070 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2529 van 17 November 1989, R. 2866 van 7 Desember 1990, R. 1234 van 30 Mei 1991, R. 2510 van 4 September 1992, R. 597 van 8 April 1993, R. 1089 van 25 Junie 1993, R. 1156 van 1 Julie 1994, R. 1269 van 22 Julie 1994, R. 448 van 24 Maart 1995, R. 1039 van 28 Junie 1996 en R. 288 van 14 Februarie 1997 (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 bepalinge soos vervat in klousules 3 tot 15, 17 en 18 van die Vorige Ooreenkoms, soos van tyd tot tyd verder gewysig, verleng of hernieu, is van toepassing op sowel as werkgewers as werknemers.

5. KLOUSULE 6: BYDRAES

Vervang subklousule (1) deur die volgende:

- "(1) *Werknemers se bydraes*: Elke werkgewer moet, behoudens klousule 1 (2) (b) van hierdie Ooreenkoms, elke week of elke maand, na gelang van die geval, van die loon van elk van sy weekliks besoldigde of maandeliks besoldigde werknemers (hierna ook die "bydraer" genoem) wat $8\frac{1}{2}$ gewone ure of meer gedurende enige betaal-week gewerk het, 'n bedrag aftrek gelyk aan 3,0% van sy loon vir die tydperk tot 31 Desember 1997 en 3,5% vir die tydperk vanaf 1 Januarie 1998: Met dien verstande dat geen aftrekking 'n bedrag van 3,0% of 3,5% wat ook al die geval mag wees, van die hoogste minimum loon soos voorgeskryf in klousule 4 van die Hoof-ooreenkoms en die Ooreenkoms vir die Brei-afdeling van die Raad mag oorskry nie. 'n Breuk van 'n sent word as een sent beskou by die vasstelling van die bydraekoers wat ingevolge hierdie klousule deur die bydraer en sy werkgewer betaalbaar is: Met dien verstande voorts dat geen bydrae van die loon van 'n bydraer wat 65 jaar of ouer is, afgetrek mag word nie."

Vervang subklousule (2) deur die volgende:

- "(2) *Werkgewers se bydraes*: 'n Werkgewer moet elke week, in die geval van weekliks besoldigde werknemers, of elke maand, in die geval van maandeliks besoldigde werknemers, tot die fonds 'n bedrag bydra gelyk aan 3,0% vir die tydperk tot 31 Desember 1997 en 4,0% vir die tydperk van 1 Januarie 1998 van alle bedrae bygedra deur elk van sy werknemers ten opsigte van wie bydraes soos bepaal by subklousule (1) afgetrek word."

Namens die partye op hede die 27ste dag van November 1997 te Soutrivier onderteken.

R. ALEXANDER

Voorsitter van die Raad

T. SACKER

Ondervoorsitter van die Raad

P. R. CROSOER

Sekretaris van die Raad

No. R. 400

20 March 1998

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES

CLOTHING INDUSTRY, CAPE: AGREEMENT FOR THE KNITTING DIVISION

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 2017 of 6 December 1996 and R. 162 of 31 January 1997, with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI

Minister of Labour

No. R. 400

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWINGS

KLERASIENYWERHEID, KAAP: OOREENKOMS VIR DIE BREI-AFDELING

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings Nos. R. 2017 van 6 Desember 1996 en R. 162 van 31 Januarie 1997 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI

Minister van Arbeid

No. R. 401

20 March 1998

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: RE-ENACTMENT AND AMENDMENT OF AGREEMENT FOR THE KNITTING DIVISION

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 Re-enacting 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 10 May 1998, upon the employers' organisations and the trade union which entered into the Re-enacting 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 Re-enacting 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 10 May 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

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE

KNITTING DIVISION AGREEMENT

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

Cape Clothing Manufacturer's Association

the

Cape Fabric, Knitting Association

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

Southern 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 Clothing Industry, Cape.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of the Agreement shall be observed in the Knitting Division of the Clothing Industry—
- (a) by the employers and the employees who are members of the employers' organisations and the trade union, respectively;
 - (b) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Goodwood and Bellville, including, those portions of the Magisterial Districts of Wynberg, Simonstown, Goodwood and Bellville that were used to create the Magisterial District of Mitchells Plain on 2 March 1992, Somerset West, Strand, Malmesbury and George.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
- (a) only apply in respect of employees for whom wages are prescribed in this Agreement;
 - (b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

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 (1) of the Act, and shall remain in force for the period ending 10 May 1998 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in clauses 14 (2) and 24 of the Agreement published under Government Notice No. R. 1374 of 1 July 1983, as amended, extended, renewed or re-enacted by Government Notices Nos. R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986, R. 254 of 6 February 1987, R. 2067 of 14 October 1988, R. 2455 of 2 December 1988, R. 2327 of 27 October 1989, R. 2529 of 17 November 1989, R. 2756 of 15 December 1989, R. 2086 of 31 August 1990, R. 2867 of 7 December 1990, R. 1235 of 30 May 1991, R. 2511 of 4 September 1992, R. 3103 of 13 November 1992, R. 3426 of 24 December 1992, R. 1085 of 25 June 1993, R. 885 of 6 May 1994, R. 1159 of 1 July 1994, R. 671 of 12 May 1995, R. 1009 of 7 July 1995, R. 875 of 31 May 1996, R. 1040 of 28 June 1996, R. 2017 of 6 December 1996 and R. 162 of 31 January 1997 (hereinafter referred to as the "Former Agreement"), as further amended, extended, renewed or re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 4 to 14 (1), 15 to 23 and 25 to 33 inclusive, of the Former Agreement (as further amended, extended, renewed or re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 4: WAGES

- (1) In subclause (1) substitute the following wage schedules for the existing wage schedules:

	"Wage per week"
Part A: Cutting Department	
Pattern maker:	
(a) Qualified	R656,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R367,00
Second six months of experience	R405,50
Third year:	
First six months of experience	R444,50
Second six months of experience	R485,00
Fourth year:	
First six months of experience	R528,50
Second six months of experience	R571,00
Thereafter, the wage specified in (a), i.e.	R656,00
Pattern grader:	
(a) Qualified	R529,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R345,50
Second six months of experience	R367,00

	"Wage per week"
Third year:	
First six months of experience	R390,00
Second six months of experience	R416,50
Fourth year:	
First six months of experience	R444,50
Second six months of experience	R473,00
Thereafter, the wage specified in (a), i.e.	R529,50
Football jersey cutter:	
(a) Qualified	R368,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R277,00
Second six months of experience	R293,00
Third year:	
First six months of experience	R308,50
Second six months of experience	R324,50
Fourth year:	
First six months of experience	R340,50
Thereafter, the wage specified in (a), i.e.	R368,00
Layer-up:	
(a) Qualified	R317,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R267,00
Second six months of experience	R277,00
Third year:	
First six months of experience	R288,50
Thereafter, the wage specified in (a), i.e.	R317,00
Part B: Factory operatives	
Grade A employee:	
(a) Qualified	R405,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R286,00
Second six months of experience	R307,50
Third year:	
First six months of experience	R328,50
Second six months of experience	R345,50
Fourth year:	
First six months of experience	R368,00
Thereafter, the wage specified in (a), i.e.	R405,50
Grade B employee:	
(a) Qualified	R346,50
(b) Learner:	
First year of experience	Next wage*

	"Wage per week"
Second year:	
First six months of experience	R281,00
Second six months of experience	R296,00
Third year:	
First six months of experience	R311,00
Thereafter, the wage specified in (a), i.e.	R346,50
(c) If advanced to Grade A employee:	
First six months from date of advancement.....	R346,50
Second six months from date of advancement	R357,00
Third six months from date of advancement	R368,00
Thereafter, the wage specified for a qualified Grade A employee, i.e.	R405,50
Grade C employee:	
(a) Qualified	R307,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R276,00
Second six months of experience	R284,00
Thereafter, the wage specified in (a), i.e.	R307,50
(c) If advanced to Grade B employee:	
First six months from date of advancement.....	R307,50
Second six months from date of advancement	R311,00
Thereafter, the wage specified for a qualified Grade B employee, i.e.....	R346,50
Part C: Clerical employees	
Clerk:	
(a) Qualified	R447,00
(b) Learner:	
First year of experience	Next wage **
Second year of experience	R329,50
Third year of experience	R358,50
Fourth year:	
First six months of experience	R391,50
Thereafter, the wage specified in (a), i.e.	R447,50
Factory clerk:	
(a) Qualified	R335,50
(b) Learner:	
First year of experience	Next wage **
Second year of experience	R267,00
Third year of experience	R285,00
Fourth year:	
First six months of experience	R307,50
Thereafter, the wage specified in (a), i.e.	R335,50
Part D: General	
Boilet attendant	R318,50
Despatch packer	R328,50
General worker	R307,50
Labourer	R311,00

	Wage per week
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg.....	R328,50
(b) exceeds 1 360 but not 2 720 kg	R341,50
(c) exceeds 2 720 kg.....	R390,00
Supervisor, quality controller and instructor	R416,50
Traveller's driver	R341,50
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week.....	R355,00
(b) 60 hours per week	R373,00

Subject further to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees employed at Fabric Knitting Establishments, shall be as follows:

	Wage per week
Part A: Design and Cutting Department	
Pattern maker:	
(a) Qualified	R660,00
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience	R368,00
Second six months of experience	R406,50
Third year:	
First six months of experience	R447,00
Second six months of experience	R487,00
Fourth year:	
First six months of experience	R531,00
Second six months of experience	R573,50
Thereafter, the wage specified in (a), i.e.	R660,00
Pattern grader:	
(a) Qualified	R532,50
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience	R346,50
Second six months of experience	R368,00
Third year:	
First six months of experience	R392,50
Second six months of experience	R418,50
Fourth year:	
First six months of experience	R447,00
Second six months of experience	R475,00
Thereafter, the wage specified in (a), i.e.	R532,50
Football jersey cutter:	
(a) Qualified	R370,00
(b) Learner:	
First year of experience	Next wage *

	"Wage per week"
Second year:	
First six months of experience.....	R278,00
Second six months of experience	R294,50
Third year:	
First six months of experience.....	R310,00
Second six months of experience	R326,50
Fourth year:	
First six months of experience.....	R343,00
Thereafter, the wage specified in (a), i.e.	R370,00
Layer-up:	
(a) Qualified	R318,50
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience.....	R268,50
Second six months of experience	R278,00
Third year:	
First six months of experience.....	R290,00
Thereafter, the wage specified in (a), i.e.	R318,50
Part B: Factory operatives	
Grade A employee:	
(a) Qualified	R406,50
(b) Learner:	
First year of experience	Next wage *
Second year:	
First six months of experience.....	R287,00
Second six months of experience	R310,00
Third year:	
First six months of experience.....	R329,50
Second six months of experience	R347,50
Fourth year:	
First six months of experience	R370,00
Thereafter, the wage specified in (a), i.e.	R406,50
Grade B employee:	
(a) Qualified	R347,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R283,00
Second six months of experience	R298,00
Third year:	
First six months of experience	R312,50
Thereafter, the wage specified in (a), i.e.	R347,50
(c) If advanced to Grade A employee:	
First six months from date of advancement.....	R347,50
Second six months from date of advancement	R359,50
Third six months from date of advancement	R370,00
Thereafter, the wage specified for a qualified Grade A employee, i.e.	R406,50

	"Wage per week"
Grade C employee:	
(a) Qualified	R310,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	R277,00
Second six months of experience	R285,00
Thereafter, the wage specified in (a), i.e.	R310,00
(c) If advanced to Grade B employee:	
First six months from date of advancement	R310,00
Second six months from date of advancement	R312,50
Thereafter, the wage specified for a qualified Grade B employee, i.e.	R347,50
Part C: Clerical employees	
Clerk:	
(a) Qualified	R449,50
(b) Learner:	
First year of experience	Next wage**
Second year of experience	R332,50
Third year of experience	R361,00
Fourth year:	
First six months of experience	R394,00
Thereafter, the wage specified in (a), i.e.	R449,50
Factory clerk:	
(a) Qualified	R338,50
(b) Learner:	
First year of experience	Next wage**
Second year of experience	R268,50
Third year of experience	R287,00
Fourth year:	
First six months of experience	R308,50
Thereafter, the wage specified in (a), i.e.	R338,50
Part D: General	
Boiler attendant	R319,50
Despatch packer	R331,50
General worker	R308,50
Labourer	R312,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg	R331,50
(b) exceeds 1 360 but not 2 720 kg	R344,00
(c) exceeds 2 720 kg	R392,50
Supervisor, quality controller and instructor	R418,50
Traveller's driver	R344,00
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week	R356,00
(b) 60 hours per week	R374,00

'Next wage' means the wage rate due for the second year, first six months of experience in terms of clause 4 (4) (d).

'Next wage' means the wage rate due for the second year of experience in terms of clause 4 (4) (d)."

(2) Substitute the following for subclause (9):

"(9) *Annual bonus*: Each employee shall be paid an annual bonus on the day of his employer's annual closure in December of each year equivalent to 1,5% of his total actual annual basic prescribed wage calculated from 1 January to 31 December and earned with the employer by whom he is employed: Provided that in the case of employees employed at Fabric Knitting Establishments, each such employee shall instead be paid an annual bonus on the day of his employer's annual closure in December of each year equivalent to one week's wages, calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due. The one week's wages shall be pro-rated if the employee's period of employment is less than 12 months calculated from the employee's date of engagement to the day of his employer's annual closure, on condition that he is then still employed by such employer.

For the purposes of this subclause, authorised absences from work shall be taken into consideration when calculating the annual bonus.

The bonus is inclusive of and not additional to any annual bonus paid by an employer and a shop steward may not be prejudiced in respect of annual bonus earnings for time off authorised by his employer, in attending to union business."

(3) In subclause (10) substitute the expression "R. 162 of 31 January 1997" for the expression "R. 1040 of 28 June 1996" where it appears.

(4) In subclause (11) substitute the expression "1997" for the expression "1996" where it appears.

6. CLAUSE 5: PAYMENT OF WAGES

In subclause (1) (b) substitute the following wage schedule for the existing wage schedule:

	Male employees employed at establishments other than Fabric Knitting Establishments	Male employees employed at Fabric Knitting Establishments
	Wage per week	Wage per week
Supervisors and quality controllers	R489,50	R492,00
Grade A employees:		
Machinists and passers	R409,50	R410,50
Factory clerks	R380,00	R382,00

7. CLAUSE 34: RETRENCHMENT BENEFIT

Substitute the following for clause 34:

"34. LAYING DOWN BENEFITS

- "(1) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, unless the employer has been exempted from the provisions of this clause.
- (2) The Minister, after consulting NEDLAC and the Public Service Co-ordinating Bargaining Council, may vary the amount of severance pay in terms of subclause (1) by notice of such change in the *Government Gazette*.
- (3) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer shall not be entitled to severance pay in terms of subclause (1).
- (4) The payment of severance pay in compliance with this section does not affect an employee's right to any other amount payable according to law.
- (5) An employer or a category of employers may apply to the Minister for exemption from the provisions of subclause (1) as if the application is one in terms of the Basic Conditions of Employment Act, 1983, and the Minister may grant an exemption as if it were an exemption granted in terms of that Act.
- (6) If there is a dispute only concerning the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to—
 - (a) the Council, if the parties to the dispute fall within the registered scope of the Council; or
 - (b) the Commission, if the Council does not have jurisdiction.
- (7) An employee who refers the dispute to the Council (or Commission) shall satisfy the Council (or Commission) that a copy of the referral has been served on all the other parties to the dispute.
- (8) The Council (or Commission) shall attempt to resolve the dispute through conciliation.
- (9) If the dispute remains unresolved, the employee may refer it to arbitration.

- (10) If the Labour Court adjudicates a dispute concerning a dismissal based on the employer's operational requirements, the Court may inquire into and determine the amount of any severance pay to which the dismissed employee may be entitled and the Court may make an order directing the employer to pay that amount."

8. ANNEXURE G

Substitute the attached Annexure G for Annexure G of the Agreement.

Signed at Salt River, on behalf of the parties, this 27th day of November 1997.

R. ALEXANDER

Chairperson of the Council

T. SACKER

Vice-Chairperson of the Council

P. R. CROSOER

Secretary of the Council

ANNEXURE G**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE**

RETURN FOR THE MONTH.....199.....

To: The Secretary
P.O. Box 1142
WOODSTOCK
7915
Telephone: 460-4000

Name of firm.....

Address

.....

.....

Office use only		Week ending dates during the month							Employee contributions	Employer contributions	Total across
Housing loan repayments		---AS PER SCHEDULE ON REVERSE SIDE OF THIS RETURN---							NIL	=	
Enter number of employees in each of the blocks below							TOTAL	RATE			
Bargaining Council Levies							X		+	=	
Health Care Fund contributions up to R	EMPLOYEE Without dependants (i)						X			NIL	
	With dependants (ii)						X			NIL	
	EMPLOYER Total (i) + (ii)						X		NIL	=	
Health Care Fund contributions R and over	EMPLOYEE Without dependants (i)						X			NIL	
	With dependants (ii)						X			NIL	
	EMPLOYER Total (i) + (ii)						X		NIL	=	
Provident Fund contributions (as per attached schedule) R								% of each contributor's basic wage rate with a maximum of R per week or R per month	+	=	
CITB Training Fund Levy							X	VAT INCLUSIVE	NIL	=	
SACTWU subscriptions R		Enter number of employees in each of these blocks—					Enter Rand value in each of these blocks—		% of each Trade Union member's basic wage rate with a minimum of R per week and a maximum of R per week		
										NIL	
SACTWU Bursary Fund							X		NIL	=	

MATERNITY LEAVE (only if employed more than one year with firm)

Health Care Fund contributions up to R							X		NIL	=
Health Care Fund contributions R and over							X		NIL	=
Provident Fund contributions (as per attached schedule) R								% of each contributor's basic wage rate with a maximum of R per week or R per month	NIL	=

TOTAL OF EMPLOYER AND EMPLOYEE CONTRIBUTIONS:

ADDITIONAL PAYMENTS (DETAILS ON REVERSE OF FORM:

WE ENCLOSE OUR CHEQUE FOR TOTAL:

THIS FORM MUST BE RETURNED TO THE COUNCIL BY NOT LATER THAN THE 14TH DAY OF THE ENSUING MONTH

HOUSING LOAN STOP ORDER REPAYMENTS

[illegible]

ADDITIONAL PAYMENTS

DETAILS: I.e. INSPECTION PAYMENTS, ARREAR WAGES, ADJUSTMENTS, ETC.			AMOUNT	
			R	c
TOTAL: (CARRY FORWARD TO FRONT SIDE OF FORM)				

No. R. 401

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: HERBEKRAGTING EN WYSIGING VAN OOREENKOMS VIR DIE BREI-AFDELING

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 Herbekragtigingsooreenkoms 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 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die herbekragtigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Herbekragtigingsooreenkoms, 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 10 Mei 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**NYWERHEID VIR DIE KLERASIENYWERHEID, KAAP****OOREENKOMS VIR DIE BREI-AFDELING**

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

Cape Clothing Manufacturer's Association

en die

Cape Fabric, Knitting Association

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

Southern 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 Klerasienywerheid, Kaap.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Brei-afdeling van die Klerasienywerheid nagekom word—

- (a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is;
- (b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville, insluitende die gedeeltes van die landdrosdistrik Wynberg, Simonstad, Goodwood en Bellville waaruit die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel was, Somerset-Wes, Strand, Malmesbury en George.

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

- (a) slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskrif word;
- (b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hofooreenkoms van die Raad bedoel.

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 10 Mei 1998 of vir sodanige tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousules 14 (2) en 24 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 1374 van 1 Julie 1983, soos gewysig, herbekragtig, verleng of hernieu deur Goewermmentskennisgewings Nos. R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986, R. 254 van 6 Februarie 1987, R. 2067 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2327 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2756 van 15 Desember 1989, R. 2086 van 31 Augustus 1990, R. 2867 van 7 Desember 1990, R. 1235 van 30 Mei 1991, R. 2511 van 4 September 1992, R. 3103 van 13 November 1992, R. 3426 van 24 Desember 1992, R. 1085 van 25 Junie 1993, R. 885 van 6 Mei 1994, R. 1159 van 1 Julie 1994, R. 671 van 12 Mei 1995,

R. 1009 van 7 Julie 1995, R. 875 van 31 Mei 1996, R. 1040 van 28 Junie 1996, R. 2017 van 6 Desember 1996 en R. 162 van 31 Januarie 1997 (hierna die "Vorige Ooreenkoms" genoem) soos verder gewysig, verleng, hernieu of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousules 4 tot 14 (1), 15 tot 23 en 25 tot 33 insluitend, van die Vorige Ooreenkoms (soos verder gewysig, verleng, hernieu of herbekragtig van tyd tot tyd), is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 4: LONE

(1) In subklousule (1), vervang die bestaande loontabel deur die volgende loontabel:

	"Loon per week"
Deel A: Snyafdeling	
Patroonmaker:	
(a) Gekwalifiseer	R656,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R367,00
Tweede ses maande ondervinding	R405,50
Derde jaar:	
Eerste ses maande ondervinding	R444,50
Tweede ses maande ondervinding	R485,00
Vierde jaar:	
Eerste ses maande ondervinding	R528,50
Tweede ses maande ondervinding	R571,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R656,00
Patroongradeerder:	
(a) Gekwalifiseer	R529,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R345,50
Tweede ses maande ondervinding	R367,00
Derde jaar:	
Eerste ses maande ondervinding	R390,00
Tweede ses maande ondervinding	R416,50
Vierde jaar:	
Eerste ses maande ondervinding	R444,50
Tweede ses maande ondervinding	R473,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R529,50
Voetbaltruisnyer:	
(a) Gekwalifiseer	R368,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R277,00
Tweede ses maande ondervinding	R293,00
Derde jaar:	
Eerste ses maande ondervinding	R308,50
Tweede ses maande ondervinding	R324,50
Vierde jaar:	
Eerste ses maande ondervinding	R340,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R368,00

	"Loon per week"
Laagoplêër:	
(a) Gekwalifiseer.....	R317,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R267,00
Tweede ses maande ondervinding	R277,00
Derde jaar:	
Eerste ses maande ondervinding	R288,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R317,00
Deel B: Fabriekswerkers	
Werknemer graad A:	
(a) Gekwalifiseer.....	R405,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R286,00
Tweede ses maande ondervinding	R307,50
Derde jaar:	
Eerste ses maande ondervinding	R328,50
Tweede ses maande ondervinding	R345,50
Vierde jaar:	
Eerste ses maande ondervinding	R368,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R405,50
Werknemer graad B:	
(a) Gekwalifiseer.....	R346,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R281,00
Tweede ses maande ondervinding	R296,00
Derde jaar:	
Eerste ses maande ondervinding	R311,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R346,50
(c) Indien bevorder tot werknemer graad A:	
Eerste ses maande vanaf datum van bevordering	R346,50
Tweede ses maande vanaf datum van bevordering	R357,00
Derde ses maande vanaf datum van bevordering	R368,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	R405,50
Werknemer graad C:	
(a) Gekwalifiseer.....	R307,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R276,00
Tweede ses maande ondervinding	R284,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R307,50

	"Loon per week"
(c) Indien bevorder tot werknemer graad B:	
Eerste ses maande vanaf datum van bevordering	R307,50
Tweede ses maande vanaf datum van bevordering	R311,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.	R346,50
Deel C: Klerke	
Klerk:	
(a) Gekwalifiseer	R447,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon **
Tweede jaar ondervinding	R329,50
Derde jaar ondervinding	R358,50
Vierde jaar:	
Eerste ses maande ondervinding	R391,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R447,50
Fabrieksklerk:	
(a) Gekwalifiseer	R335,50
(b) Leerling	
Eerste jaar ondervinding	Volgende loon **
Tweede jaar ondervinding	R267,00
Derde jaar ondervinding	R285,00
Vierde jaar:	
Eerste ses maande ondervinding	R307,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R335,50
Deel D: Algemeen	
Ketelbediener	R318,50
Versendingsverpakker	R328,50
Algemene werker	R307,50
Arbeider	R311,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is	R328,50
(b) meer as 1 360 kg maar hoogstens 2 720 kg is	R341,50
(c) meer as 2 720 kg is	R390,00
Toesighouer, gehaltebeheerder en instrukteur	R416,50
Handelsreisiger se drywer	R341,50
Wag of opsigter, wie se gewone werkure—	
(a) minder as 60 uur per week is	R355,00
(b) 60 uur per week is	R373,00

Die minimum lone wat betaal moet word aan en aangeneem moet word deur ondergenoemde klasse werknemers wat by 'n materiaalbreionderneming in diens is, onderworpe aan die bepalinge van hierdie Ooreenkoms, is soos volg:

	Loon per week
Deel A: Ontwerp- en Snyafdeling	
Patroonmaker:	
(a) Gekwalifiseer	R660,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon *
Tweede jaar:	
Eerste ses maande ondervinding	R368,00
Tweede ses maande ondervinding	R406,50

	"Loon per week"
Derde jaar:	
Eerste ses maande ondervinding	R447,00
Tweede ses maande ondervinding	R487,00
Vierde jaar:	
Eerste ses maande ondervinding	R531,00
Tweede ses maande ondervinding	R573,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R660,00
Patroongradeerder:	
(a) Gekwalifiseer	R532,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R346,50
Tweede ses maande ondervinding	R368,00
Derde jaar:	
Eerste ses maande ondervinding	R392,50
Tweede ses maande ondervinding	R418,50
Vierde jaar:	
Eerste ses maande ondervinding	R447,00
Tweede ses maande ondervinding	R475,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R532,50
Voetbaltruisnyer:	
(a) Gekwalifiseer	R370,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R278,00
Tweede ses maande ondervinding	R294,50
Derde jaar:	
Eerste ses maande ondervinding	R310,00
Tweede ses maande ondervinding	R326,50
Vierde jaar:	
Eerste ses maande ondervinding	R343,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R370,00
Laagoplêer:	
(a) Gekwalifiseer	R318,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	R268,50
Tweede ses maande ondervinding	R278,00
Derde jaar:	
Eerste ses maande ondervinding	R290,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R318,50

	"Loon per week"
Deel B: Fabriekswerkers	
Werknemer graad A:	
(a) Gekwalifiseer.....	R406,50
(b) Leerling:	
Eerste jaar ondervinding.....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R287,00
Tweede ses maande ondervinding.....	R310,00
Derde jaar:	
Eerste ses maande ondervinding.....	R329,50
Tweede ses maande ondervinding.....	R347,50
Vierde jaar:	
Eerste ses maande ondervinding.....	R370,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R406,50
Werknemer graad B:	
(a) Gekwalifiseer.....	R347,50
(b) Leerling:	
Eerste jaar ondervinding.....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R283,00
Tweede ses maande ondervinding.....	R298,00
Derde jaar:	
Eerste ses maande ondervinding.....	R312,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R347,50
(c) Indien bevorder tot werknemer graad A:	
Eerste ses maande vanaf datum van bevordering.....	R347,50
Tweede ses maande vanaf datum van bevordering.....	R359,50
Derde ses maande vanaf datum van bevordering.....	R370,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.....	R406,50
Werknemer graad C:	
(a) Gekwalifiseer.....	R310,00
(b) Leerling:	
Eerste jaar ondervinding.....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R277,00
Tweede ses maande ondervinding.....	R285,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R310,00
(c) Indien bevorder tot werknemer graad B:	
Eerste ses maande vanaf datum van bevordering.....	R310,00
Tweede ses maande vanaf datum van bevordering.....	R312,50
Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.	R347,50
Deel C: Klerke	
Klerk:	
(a) Gekwalifiseer.....	R449,50
(b) Leerling:	
Eerste jaar ondervinding.....	Volgende loon**
Tweede jaar ondervinding.....	R332,50
Derde jaar ondervinding.....	R361,00

	"Loon per week"
Vierde jaar:	
Eerste ses maande ondervinding	R394,00
Daarna, die loon voorgeskryf by (a), d.w.s.	R449,50
Fabrieksklerk:	
(a) Gekwalifiseer	R338,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon**
Tweede jaar ondervinding	R268,50
Derde jaar ondervinding	R287,00
Vierde jaar:	
Eerste ses maande ondervinding	R308,50
Daarna, die loon voorgeskryf by (a), d.w.s.	R338,50
Deel D: Algemeen	
Ketelbediener	R319,50
Versendingsverpakker	R331,50
Algemene werker	R308,50
Arbeider	R312,50
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is	R331,50
(b) meer as 1 360 kg maar hoogstens 2 720 kg is	R344,00
(c) meer as 2 720 kg is	R392,50
Toesighouer, gehaltebeheerder en instrukteur	R418,50
Handelsreiser se drywer	R344,00
Wag of opsigter, wie se gewone werkure—	
(a) minder as 60 uur per week is	R356,00
(b) 60 uur per week is	R374,00

'Volgende loon*' beteken die loon betaalbaar vir die tweede jaar, eerste ses maande, ondervinding ingevolge klousule 4 (4) (d).

'Volgende loon**' beteken die loon betaalbaar vir die tweede jaar ondervinding ingevolge klousule 4 (4) (d)."

(2) Vervang subklousule (9) deur die volgende:

"(9) *Jaarlikse bonus*: Elke werknemer moet op die jaarlikse sluitingsdag van sy werkgewer in Desember, 'n jaarlikse bonus betaal word wat gelyk is aan 1,5% van die werknemer se totale werklike jaarlikse basiese voorgeskrewe loon, bereken vanaf 1 Januarie tot 31 Desember en verdien by die werkgewer waar hy in diens is: Met dien verstande dat in die geval van werknemers wat by Materiaalbreiondernemings in diens is, elke sodanige werknemer, in plaas daarvan op die jaarlikse sluitingsdag van sy werkgewer in Desember, 'n jaarlikse bonus betaal moet word wat gelyk is aan een week se lone, bereken volgens die loon wat die werknemer betaal is onmiddellik voor die datum waarop die verlof in aanvang neem. Die enkele week se lone moet pro rata betaalbaar wees in gevalle waar die werknemers se diens minder as 12 maande beloop, bereken vanaf die werknemers se datum van indiensneming tot die jaarlikse sluitingsdag van sy werkgewer, op voorwaarde dat hy dan nog in sodanige werkgewer se diens is.

Vir die doeleindes van hierdie subklousule moet gemagtigde afwesigheid van werk in ag geneem word by die berekening van die jaarlikse bonus.

Hierdie bonus is inbegrepe in, en nie bykomstig nie, enige jaarlikse bonus wat deur 'n werkgewer betaal word, en 'n werkwinkelvertegenwoordiger mag, ten opsigte van jaarlikse bonusverdienste, nie vir tyd af wat deur sy werkgewer gemagtig is vir deelname aan vakverenigingsake benadeel word nie."

(3) In subklousule (10) vervang die uitdrukking "R. 1040 van 28 Junie 1996" waar dit voorkom, deur die uitdrukking "R. 162 van 31 Januarie 1997".

(4) In subklousule (11) vervang die uitdrukking "1996", waar dit voorkom, deur die uitdrukking "1997".

6. KLOUSULE 5: BETALING VAN LONE

In subklousule (1) (b) vervang die bestaande loontabel deur die volgende loontabel:

	Manlike werknemers wat by ander ondernemings as Materiaalbrei-ondernemings werksaam is	Manlike werknemers wat by Materiaalbrei-ondernemings werksaam is
	Loon per week	Loon per week
Toesighouers en gehaltebeheerders.....	R489,50	R492,00
Werknemers graad A:		
Masjienwerkers en nasieners.....	R409,50	R410,50
Fabrieksklerke	R380,00	R382,00

7. KLOUSULE 34: BESNOEIINGSVOORDEEL

Vervang die bestaande klousule 34 deur die volgende:

"34. AFLEGGINGSVOORDEEL

- "(1). 'n Werkgewer moet aan 'n werknemer wat ontslaan word weens redes gegrond op die werkgewer se bedryfsvereistes, skeidingsloon betaal gelyk aan minstens een week se besoldiging vir elke voltooide jaar van aaneenlopende diens by daardie werkgewer, tensy die werkgewer van die bepalings van hierdie subklousule vrygestel is.
- (2) Die Minister, na oorleg met NEOAR en die Koördinerende Staatsdiens Bedingsraad, kan die bedrag van die skeidingsloon wat ingevolge subklousule (1) geld, verander by kennisgewing in die *Staatskoerant*.
- (3) 'n Werknemer wat onredelikerwys weier om die werkgewer se aanbod van alternatiewe diens by daardie werkgewer of 'n ander werkgewer te aanvaar, is nie op skeidingsloon ingevolge subklousule (1) geregtig nie.
- (4) Die betaling van skeidingsloon ter nakoming van hierdie klousule raak nie 'n werknemer se reg op enige ander bedrag wat regtens betaalbaar is nie.
- (5) 'n Werkgewer of 'n kategorie werkgewers kan by die Minister aansoek doen om vrystelling van die bepalings van subklousule (1) asof die aansoek 'n aansoek ingevolge die Wet op Basiese Diensvoorwaardes, 1983, is, en die Minister kan vrystelling verleen asof dit 'n vrystelling ingevolge daardie Wet was.
- (6) Indien daar 'n geskil is wat net handel oor die geregtigheid op skeidingsloon ingevolge hierdie klousule, kan die werknemer die geskil skriftelik verwys na—
 - (a) die Raad, indien die partye by die geskil binne die geregistreerde bestek van die Raad val; of
 - (b) die Kommissie, indien die Raad nie jurisdiksie het nie.
- (7) Die werknemer wat die geskil na die Raad of die Kommissie verwys, moet die Raad of Kommissie daarvan oortuig dat 'n afskrif van die verwysing aan al die ander partye by die geskil beteken is.
- (8) Die Raad of die Kommissie moet poog om die geskil deur versoening te besleg.
- (9) Indien die geskil onbesleg bly, kan die werknemer dit na arbitrasie verwys.
- (10) Wanneer die Arbeidshof 'n geskil oor 'n ontslag gegrond op die werkgewer se bedryfsvereistes bereg, kan die Hof die bedrag aan skeidingsloon waarop die ontslane werknemer geregtig mag wees, ondersoek en bepaal en kan die Hof 'n bevel uitreik wat die werkgewer gelas om daardie bedrag te betaal."

8. AANHANGSEL G

Vervang Aanhangsel G van die Ooreenkoms deur die aangehegte Aanhangsel G.

Namens die partye op hede die 27ste dag van November 1997 te Soutrivier onderteken.

R. ALEXANDER

Voorsitter van die Raad

T. SACKER

Ondervoorsitter van die Raad

P. R. CROSOER

Sekretaris van die Raad

AANHANGSEL G**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, KAAP**

OPGAWE VIR DIE MAAND.....199.....

Aan: Die Sekretaris
 Posbus 1142
 WOODSTOCK
 7915
 Telefoon: 460-4000

Naam van firma.....
 Adres

Slegs vir kantoorgebruik		Weekeinddatums gedurende die maand						Werknemer- bydraes	Werkgewer- bydraes	Totaal oordwars
Huislening- terugbetalings		SOOS PER STAAT OP DIE KEERSY VAN HIERDIE OPGAWE—							NUL	=
Vul getal werknemers in elk van die blokkies hieronder in						TOTAAL	BYDRAE			
Bedingsraad- heffings						X			+	=
Gesondheid- sorgfonds- bydraes tot en met R	WERKNEMER Sonder afhanklikes (i)					X			NUL	=
	Met afhanklikes (ii)					X			NUL	=
	WERKGEWER Totaal (i) + (ii)					X		NUL		=
Gesondheid- sorgfonds- bydraes R en meer	WERKNEMER Sonder afhank- likes (i)					X			NUL	=
	Met afhanklikes (ii)					X			NUL	=
	WERKGEWER Totaal (i) + (ii)					X		NUL		=
Voorsorgfondsbydraes (Soos per aangehegte staat) R						% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand			+	=
ORKN-opleidingsfonds- heffing						X	BTW INGESLUIT	NUL		=
		(BTW - TANS % - SLEGS BY ORKN-BYDRAES INGESLUIT)								
SACTWU-ledegekd		Vul getal werknemers in elk van die blokkies hieronder in—				% van elke vakvereniging- lid se basiese loon met 'n minimum van R per week en 'n maksimum van R per week			NUL	=
		Vul randwaarde in elk van die blokkies hieronder in—								
R										
SACTWU-studiebeursfonds						X		NUL		=

KRAAMVERLOF (Slegs indien meer as een jaar by firma in diens)

Gesondheidsorgfonds- bydraes R						X		NUL		=
Gesondheidsorgfondsbydraes R en meer						X		NUL		=
Voorsorgfondsbydraes (soos per aangehegte staat) R						% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand		NUL		=

TOTAAL VAN WERKGEWER- EN WERKNEMERBYDRAES:**BYKOMENDE BETALINGS (BESONDERHEDE OP DIE KEERSY VAN HIERDIE VORM):****ONS SLUIT ONS TJEK IN VIR TOTAAL:**

HIERDIE VORM MOET VOOR OF OP DIE 14DE DAG VAN DIE VOLGENDE MAAND AAN DIE RAAD TERUGBESORG WORD

No. R. 402

20 March 1998

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: AMENDMENT OF ENGINEERING INDUSTRIES PENSION 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 the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 2 (1) (b) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 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 2 of the Amending Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: ENGINEERING INDUSTRIES PENSION FUND 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
 Border Engineering Industries' Association
 Cape Engineers' and Founders' Association
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Electrical Engineering and Allied Industries' Association
 Electronics and Telecommunications Industries' Association
 Gate and Fence Association
 Hand Tool Manufacturers' Association (HATMA)
 Iron and Steel Producers' Association of South Africa
 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 (RATA)
 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 (SAFMA)
 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 (SAVAMA)
 S.A. Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
 Mineworkers' Union
 National Employees' Trade Union

**National Union of Metalworkers of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Electrical Workers' Association
S.A. Workers' Union
Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)**

(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,
to amend the Engineering Industries Pension Fund Agreement published under Government Notice No. R. 2041 of
13 December 1996
(hereinafter referred to as the Former Agreement).

1. PERIOD OF OPERATIONS OF AGREEMENT

The terms of 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 Act and shall remain in force until 10 May 1998, or for such period as may be determined by the Minister.

2. SCOPE OF APPLICATION OF AGREEMENT

(1) Provided that any reference in this Agreement to the Republic of South Africa and/or the provinces of the Cape of Good Hope, the Transvaal, 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 except as otherwise provided in this section, the terms of this Agreement shall apply and be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Metal Industries Provident Fund Agreement.

(3) The terms of this Agreement shall not apply to any employee who on 29 July 1957, was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in section 5 of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement subject to any such amendment being retro-active to the date of coming into operation of this Agreement.

3. SPECIAL PROVISIONS

The provisions contained in section 7 of the Agreement published under Government Notice No. R. 2041 of 13 December 1996 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 6 (as amended by section 5 hereunder) and 8 to 10 of the Former Agreement shall apply to employers and employees.

5. CONTRIBUTIONS

- (a) Delete subsections (c), (d) and (e) of subsection 2.
- (b) Insert the following new subsection (c) in subsection 2:
 "(c) The employer shall pay to the Fund an amount equal to the deductions made from each employee's earnings under subsection 2 (a) and (b) which shall be apportioned as follows:
 - (i) an amount equal to 1,5% of the pensionable remuneration of each of the employees concerned shall be paid to the Permanent Disability Scheme;
 - (ii) a further amount shall, in the sole discretion of the Board, be allocated by it from time to time towards the costs of administration of the Fund; and
 - (iii) the balance shall be the employer's contribution to the Fund."

Signed at Johannesburg, for and on behalf of the parties, this 23rd day of December 1997.

L. TRENTINI

Member

A. E. ROSE

Member

D. G. LEVY

Secretary

No. R. 402

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: WYSIGING VAN INGENIEURSNYWERHEID-PENSIOENFONDSOOREENKOMS

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 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 2 (1) (b) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 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 2 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE**NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: INGENIEURSNYWERHEIDSPENSIOENFONDSOOREENKOMS**

ingevoelge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die—

Association of Electrical Cable Manufacturers of South Africa
 Border Engineering Industries' Association
 Cape Engineers' and Founders' Association
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Electrical Engineering and Allied Industries' Association
 Electronics and Telecommunications Industries' Association
 Gate and Fence Association
 Hand Tool Manufacturers' Association (HATMA)
 Iron and Steel Producers' Association of South Africa
 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 (RATA)
 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 (SAFMA)
 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 (SAVAMA)
 S.A. Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
 Mineworkers' Union
 National Employees' Trade Union

**National Union of Metalworkers of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Electrical Workers' Association
S.A. Werkersunie
Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)**

(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, tot wysiging van die Ingenieursnywerheidspensioenfondsooreenkoms gepubliseer by Goewermentskennisgewing R. 2041 van 13 Desember 1996 (hierna die Vorige Ooreenkoms genoem).

1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag tot 10 Mei 1998, of vir die tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) oral in die Republiek van Suid-Afrika; en

(b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

(2) Die bepalings van hierdie Ooreenkoms is nie van toepassing nie op 'n werkgewer en sy werknemer wat beheer word deur en binne die toepassingsbestek val van die Voorsorgfondsooreenkoms vir die metaalnywerhede.

(3) Hierdie Ooreenkoms is nie van toepassing nie op 'n werknemer wat op 29 Julie 1957 'n deelnemer aan en lid was of daarna geword het van 'n fonds wat voorsiening gemaak vir voorsorg- en/of pensioenvoordele, wat op genoemde datum bestaan het (en waarin die werkgewer van daardie werknemer op genoemde datum deelgeneem het) of op die werkgewer van daardie werknemer gedurende slegs dié tydperk wat sodanige fonds in werking bly en sowel die werkgewer as die werknemer daarin deelneem: Met dien verstande dat 'n fonds wat uitsluitlik vir die betaling van voordele by afsterwe voorsiening maak, by die toepassing van hierdie Ooreenkoms nie geag word 'n pensioen- of voorsorgfonds te wees nie.

(4) Waar werkgewers en werknemers deelneem in huishoudelike skemas wat voorsorg- en/of pensioenvoordele voorsien soos in subklousule (3) hierbo bedoel, wat op die datum van inwerkingtreding van hierdie Ooreenkoms nie voorsiening maak vir persentasiebydraes wat, in totaal, ten minste soveel is as die persentasies, in totaal, gespesifiseer in klousule 5 van hierdie Ooreenkoms, word 'n tydperk van ses weke toegelaat ten einde te voldoen aan hierdie vereiste, behoudens dat enige sodanige wysiging terugwerkend van krag sal wees tot die datum van inwerkingtreding van hierdie Ooreenkoms.

3. SPESIALE BEPALINGS

Die bepalings vervat in klousule 7 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2041 van 13 Desember 1996 (hierna die "Vorige Ooreenkoms" genoem) is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 6 (soos gewysig by klousule 5 hieronder) en 8 tot 10 van die vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

5. BYDRAES

(a) Skrap subklousules (c), (d) en (e) van subklousule 2.

(b) Voeg die volgende nuwe subklousule (c) van subklousule 2 in:

"(c) Die werkgewer moet aan die Fonds 'n bedrag betaal wat gelyk is aan die aftrekkings van elke werknemer se verdienste volgens subklousules 2 (a) en (b) wat as volg toegedeel moet word:

(i) 'n Bedrag gelyk aan 1,5% van die pensioengewende besoldiging van elkeen van die betrokke werknemers moet betaal word aan die Permanenteongeskiktheidskema;

(ii) 'n verdere bedrag moet van tyd tot tyd geheel na goeddunke van die Raad deur die Raad toegeken word ten opsigte van die koste van die administrasie van die Fonds; en

(iii) die balans is die werkgewer se bydrae tot die Fonds."

Namens die partye op die 23ste dag van Desember 1997 te Johannesburg onderteken.

L. TRENTINI

Lid

A. E. ROSE

Lid

D. G. LEVY

Sekretaris

No. R. 403

20 March 1998

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: AMENDMENT OF PROVIDENT FUND AGREEMENT FOR THE METAL INDUSTRIES

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 10 May 1998, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b) and (2), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 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 2 of the Amending Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: PROVIDENT FUND AGREEMENT FOR THE METAL INDUSTRIES**

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

Association of the Electric Cable Manufacturers of South Africa
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electronics and Telecommunications Industries' Association
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producers' Association of South Africa
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 (RATA)
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 (SAFMA)
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 (SAVAMA)

S.A. Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa

Mineworkers' Union

National Employees' Trade Union

National Union of Metalworkers of South Africa

Radio, Television, Electronics and Allied Workers' Union

S.A. Electrical Workers' Association

SA Workers' Union

Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)

(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,

to amend the Provident Fund Agreement for the Metal Industries published under Government Notice No. R. 2039 of 13 December 1996 (hereinafter referred to as the Former Agreement).

1. PERIOD OF OPERATION OF AGREEMENT

The terms of 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 Act and shall remain in force until 10 May 1998, or for such period as may be determined by the Minister.

2. SCOPE OF APPLICATION OF AGREEMENT

(1) Provided that any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, 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 except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed—

(a) throughout the Republic of South Africa; and

(b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries Pension Fund Agreement (formerly the Metal Industries Group Life and Provident Fund Agreement) in force for the time being.

(3) The terms of this Agreement shall not, subject to subsection (4) below, apply to any employee who on 1 May 1991 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which in total, are at least as much as the percentages, in total, specified in section 5 of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement, subject to any amendment being retroactive to the date of coming into operation of this Agreement.

3. SPECIAL PROVISIONS

The provisions contained in section 7 of the Agreement published under Government Notice No. R. 2039 of 13 December 1996 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 6 (as amended by section 5 hereunder) and 8 to 10 of the Former Agreement shall apply to employers and employees.

5. CONTRIBUTIONS

(a) In (2) delete subsections (c), (d) and (e).

(b) Insert the following new subsection (c):

“(c) The employer shall contribute to the Fund an amount equal to the deductions made from each employee's earnings under subsections 2 (a) and 2 (b) which shall be apportioned as follows:

- (i) An amount equal to 1,5% of the pensionable remuneration of each of the employees concerned shall be paid to the Permanent Disability Scheme;
- (ii) a further amount shall, in the sole discretion of the Board, be allocated by it from time to time towards the costs of administration of the Fund; and
- (iii) the balance shall be the employer's contribution to the Fund.”.

Signed at Johannesburg, for and on behalf of the parties, this 23rd day of December 1997.

L. TRENTINI

Member

A. E. ROSE

Member

D. G. LEVY

Secretary

No. R. 403

20 Maart 1998

WET OP ARBEIDSVERHOUDINGE, 1956

**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: WYSIGING VAN
VOORSORGFONDSOOREENKOMS VIR DIE METAALNYWERHEDE**

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 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b) en (2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 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 2 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

**NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID:
VOORSORGOOREENKOMS VIR DIE METAALNYWERHEDE**

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

Association of the Electric Cable Manufacturers of South Africa
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electronics and Telecommunications Industries' Association
Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)
 Iron and Steel Producers' Association of South Africa
 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 (RATA)
 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 (SAFMA)
 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 (SAVAMA)
 S.A. Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
 Mineworkers' Union
 National Employees' Trade Union
 National Union of Metalworkers of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Electrical Workers' Association
 SA Werkersunie
 Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)

(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,
 tot wysigings van die Voorsorgfondsooreenkoms vir die Metaalnywerhede gepubliseer by Goewermentskennisgewing No.
 R. 2039 van 13 Desember 1996 (hierna die Vorige Ooreenkoms genoem).

1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel, en bly van krag tot 10 Mei 1998, of vir die tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) oral in die Republiek van Suid-Afrika; en
- (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n werkgewer en sy werknemer wat beheer word deur en binne die toepassingsbestek val van die Ingenieursnywerheidspensioenfondsooreenkoms (voorheen die Groepslewe- en Voorsorgfondsooreenkoms vir die Metaalnywerheid) wat voorlopig van krag is.

(3) Hierdie Ooreenkoms is nie van toepassing nie, onderworpe aan subklousule (4) hieronder, op 'n werknemer wat op 1 Mei 1991 'n deelnemer aan en lid was of daarna geword het van 'n fonds wat voorsiening maak vir voorsorg- en/of pensioenbystand, wat op genoemde datum bestaan het (en waarin die werkgewer van daardie werknemer op genoemde datum deelgeneem het) of op die werkgewer van daardie werknemer gedurende slegs sodanige tydperk wat sodanige fonds in werking bly en sowel die werkgewer as die werknemer daarin deelneem. Met dien verstande dat 'n fonds wat uitsluitlik vir die betaling van bystand by afsterwe voorsiening maak, by die toepassing van hierdie Ooreenkoms nie geag word 'n pensioen- of voorsorgfonds te wees nie.

(4) Waar werkgewers en werknemers deelneem aan huishoudelike skemas wat voorsorg- en/of pensioenvoordele verskaf soos in subklousule (3) hierbo bedoel en wat op die datum van inwerkingtreding van hierdie Ooreenkoms nie voorsiening maak nie vir persentasiebydraes wat altesaam minstens soveel is as die totale persentasiebydraes, gespesifiseer in klousule 5 van hierdie Ooreenkoms, moet 'n tydperk van ses weke ter voldiening aan hierdie vereiste toegestaan word, onderworpe daaraan dat enige wysiging terugwerkend is tot die datum van inwerkingtreding van hierdie Ooreenkoms.

3. SPESIALE BEPALINGS

Die bepaling vervat in klousule 7 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2039 van 13 Desember 1996 (hierna die "Vorige Ooreenkoms" genoem) is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepaling vervat in klousules 3 tot 6 (soos gewysig by klousule 5 hieronder) en 8 tot 10 van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

5. BYDRAES

(a) In (2) skrap subklousules (c), (d) en (e).

(b) Voeg die volgende nuwe subklousule (c) in:

"(c) Die werkgewer moet aan die Fonds 'n bedrag betaal wat gelyk is aan die aftrekkings van elke werknemer se verdienste volgens subklousules 2 (a) en (b) wat as volg toegedeel moet word:

- (i) 'n Bedrag gelyk aan 1,5% van die pensioengewende besoldiging van elkeen van die betrokke werknemers moet betaal word aan die Permanenteongeskikheidskema;
- (ii) 'n verdere bedrag moet van tyd tot tyd geheel na goeddunke van die Raad deur die Raad toegeken word ten opsigte van die koste van die administrasie van die Fonds; en
- (iii) die balans is die werkgewer se bydrae tot die Fonds."

Namens die partye op hede die 23ste dag van Desember 1997 te Johannesburg onderteken.

L. TRENTINI

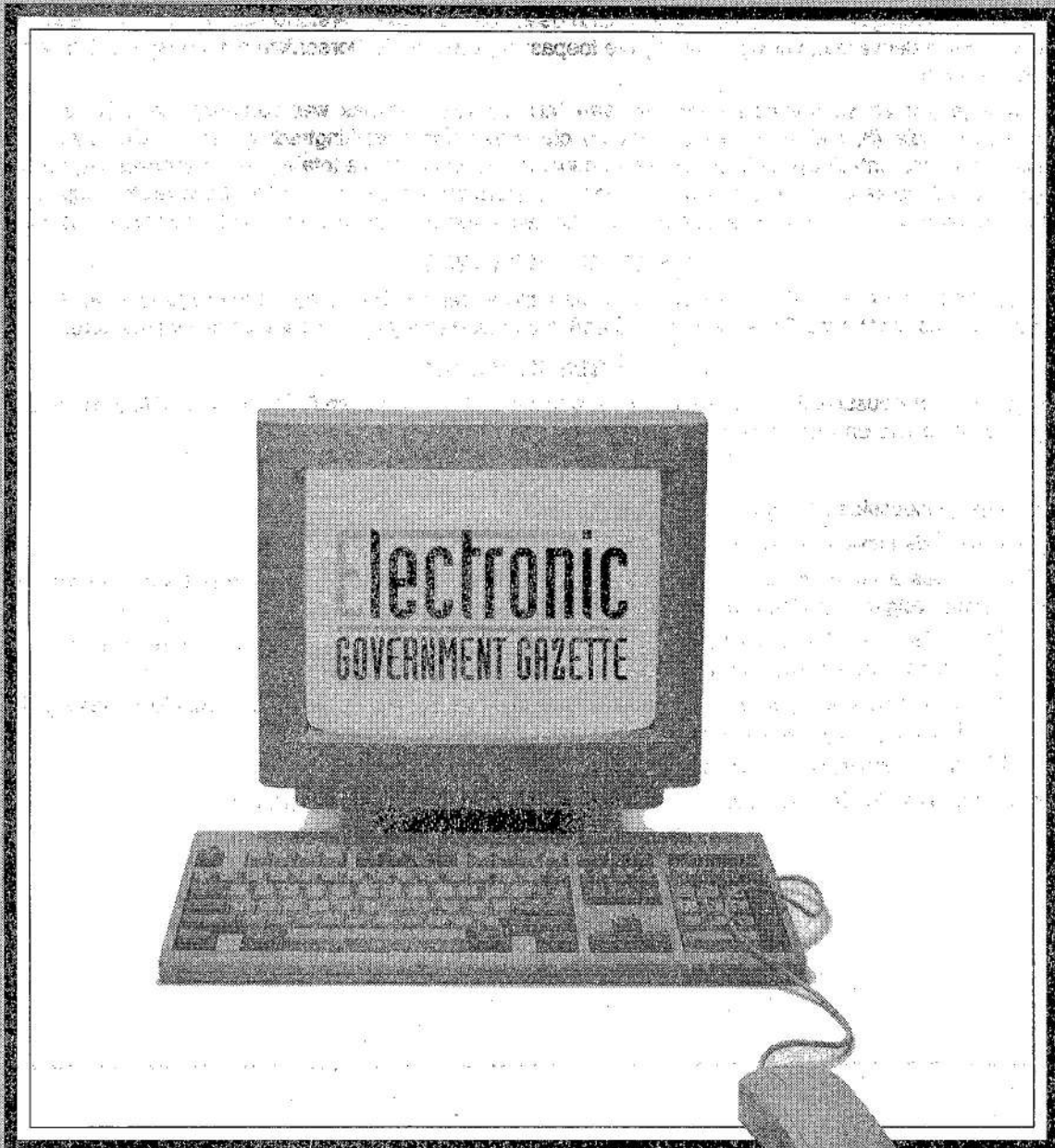
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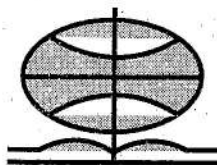
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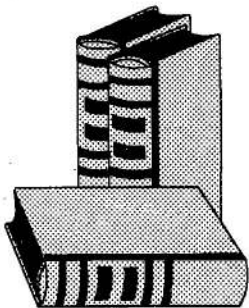
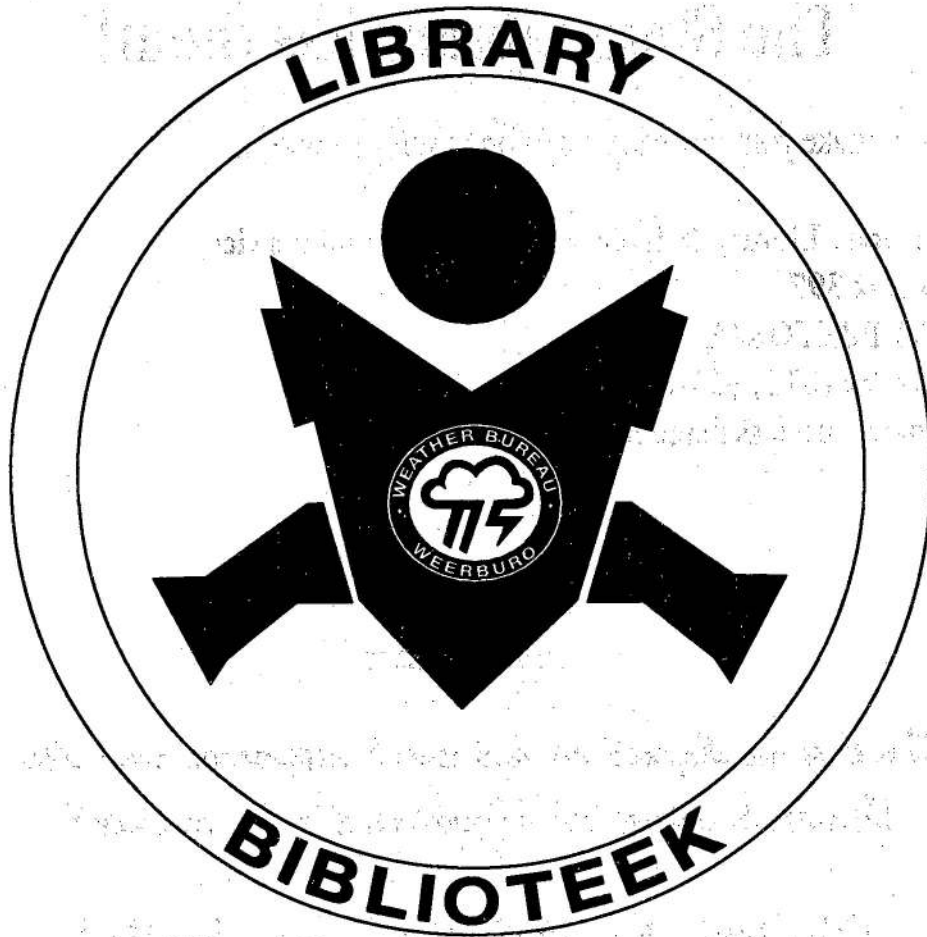
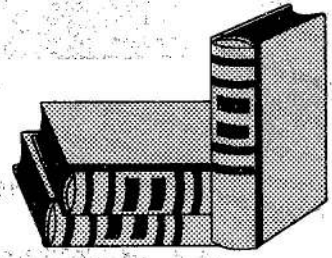
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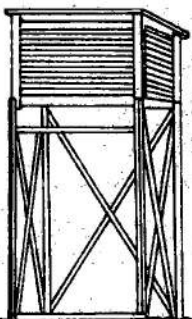
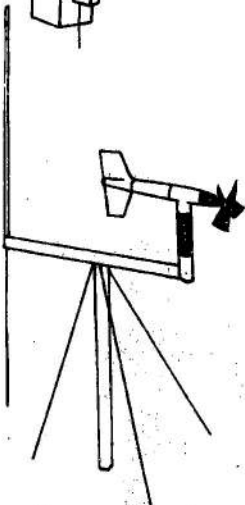
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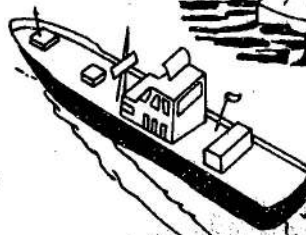
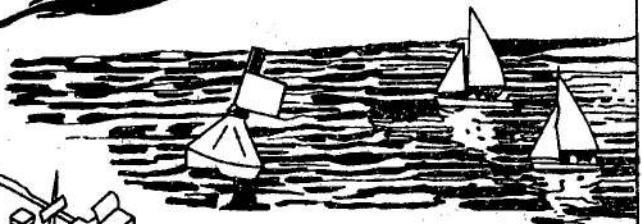
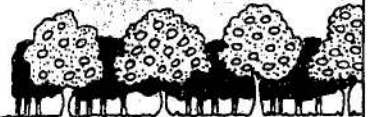
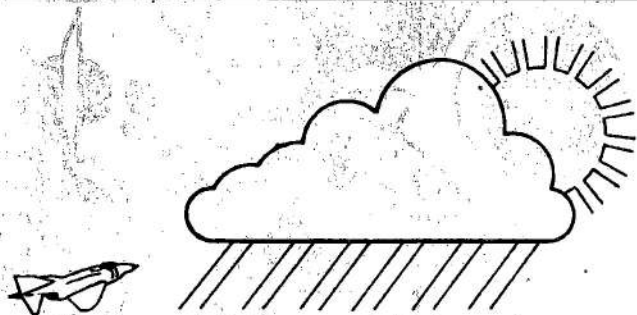


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