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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 627

30 April 1998

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL: AMENDMENT OF SICK BENEFIT, PENSION AND MEDICAL AID FUND AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the 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 Amending Agreement.

T. T. MBOWENI
Minister of Labour

SCHEDULE**INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL****SICK BENEFIT, PENSION AND MEDICAL AID FUND AGREEMENT**

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Metal and Electrical Workers' Union of South Africa

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

being the parties to the Industrial Council for the Electrical Contracting Industry,

to amend the Agreement published under Government Notice No. R. 1884 of 23 August 1985 (hereinafter referred to as the "Re-enacting Agreement"), as extended, and amended by Government Notices Nos. R. 2844 of 27 December 1985, R. 1974 of 19 September 1986, R. 2270 of 9 October 1987, R. 1353 of 8 July 1988, R. 2316 of 18 November 1988, R. 886 of 20 April 1990, R. 896 of 26 April 1991, R. 2031 of 29 December 1995 and R. 1064 of 28 June 1996.

1. AREA AND SCOPE OF APPLICATION

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

- (a) who are members of the employers' organisation and the trade unions, respectively; and
- (b) who are engaged and employed in the Industry in the Magisterial Districts of Sasolburg and Bloemfontein and in the Province of the Transvaal as it existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993); and
- (c) in the Province of the Free State (excluding the Magisterial Districts of Sasolburg and Bloemfontein) in respect of paragraphs (a), (b), (c), (d) and (e) of the Electrical Contracting Industry definition as defined in clause 3 (11) of this Agreement: Provided that the Electrical Contracting Industry as defined in the aforementioned paragraphs shall not include the Iron, Steel, Engineering and Metallurgical Industry and the Local Authority Undertaking; and
- (d) in the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkly East, Bedford, Britstown, Carnarvon, Cathcart, Colesberg, Cradock, De Aar, Elliot, Fort Beaufort, Fraserburg, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Indwe, Jansenville, King William's Town, Kirkwood, Komga, Lady Grey, Ladismith, Maclear, Middelburg (Eastern Cape), Molteno, Murraysburg, Noupoot, Pearston, Phillipstown, Prince Albert, Queenstown, Richmond (Northern Cape), Riversdale, Somerset East, Sterkstroom, Steynsburg, Steytleville, Stutterheim, Tarka, Venterstad, Victoria West, Williston, Willowmore and Wodehouse in respect of paragraphs (a), (b), (c), (d) and (e) of the Electrical Contracting Industry as defined in the aforementioned paragraphs shall not include the Iron, Steel, Engineering and Metallurgical Industry and the Local Authority Undertaking; and
- (e) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown, Riversdale, Uitenhage and Uniondale: Provided that the Electrical Contracting Industry as defined in the aforementioned paragraphs shall not include the Iron, Steel, Engineering and Metallurgical Industry, the Local Authority Undertaking and the Building Industry.

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

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

2. CLAUSE 3: DEFINITIONS

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

" 'driver' means an employee engaged in driving a mechanical vehicle on a public road and who is in possession of a valid driver's licence issued under any road traffic ordinance";

- (2) In the definition of "Fund year", substitute the expression "31 December" for the expression "15 June".

- (3) Substitute the following for the definition of "trainee":

" 'trainee' means a person undergoing training as an artisan in terms of the Manpower Training Act, 1981."

3. CLAUSE 9: SICK BENEFIT FUND

In subclause (3), delete the expression "(except apprentices)".

4. CLAUSE 10: MEMBERSHIP

In subclause (1), delete the expression "(except apprentices)".

5. CLAUSE 11: CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) (a) For the purposes of this clause, an 'A' member shall be a master installation electrician, installation electrician, electrical tester for single phase, electrician, artisan, DAM, Elconop 3, Elconop 2, Elconop 1, driver, labourer or apprentice who is employed by a member of the employers' organisation.

(b) For the purposes of this clause, a 'B' member shall be a master installation electrician, installation electrician, electrical tester for single phase, electrician, artisan, DAM, Elconop 3, Elconop 2, Elconop 1, driver, labourer or apprentice who is employed by an employer who is not a member of the employers' organisation."

6. CLAUSE 12: BENEFITS

(1) Substitute the following for the introductory paragraph to this clause:

"For the purposes of this clause, 'A' and 'B' members shall be as defined in clause 25 (1) (a) (i) and 25 (1) (a) (ii), and in addition shall include drivers, Elconop 2's, Elconop 1's and labourers."

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

"(xi) in respect of incapacity arising outside the limits of the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Zambia, Malawi, Mocambique and Angola."

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

"(a) (i) Subject to the provisions of paragraph (b) hereof, the benefits referred to in subclause (1) (a) hereof shall be as shown in the following tables and are payable for 130 working days in any one Fund year:

AREAS 'A', 'B' AND 'C'

	AREA A		AREA B		AREA C	
	Rand per day		Rand per day		Rand per day	
	A	B	A	B	A	B
Electrical tester for single phase	120	90	105	80	100	75
Master installation electrician	145	110	125	95	115	85
Installation electrician	135	100	115	85	105	80
Electrician, artisan and DAM	115	85	100	75	95	70
Elconop 3	85	65	70	55	70	55
Elconop 2	70	55	60	45	55	40
Driver up to 3 500 kg	50	40	40	30	40	30
Driver 3 501 kg to 9 000 kg	60	45	50	40	45	35
Driver 9 001 kg and over	65	50	55	40	50	40
Elconop 1	45	35	40	30	35	30
Labourer	40	30	30	25	30	25
Labourer (first 13 weeks)	40	30	30	25	30	25
Apprentice Stage 1	45	35	40	30	35	30
Apprentice Stage 2	50	40	45	35	40	30
Apprentice Stage 3	60	45	50	40	45	35
Apprentice Stage 4	80	60	70	55	65	50
Apprentice Stage 5	115	85	100	75	95	70

AREAS 'D' AND 'E'

	AREA D		AREA E	
	Rand per day		Rand per day	
	A	B	A	B
Electrical tester for single phase	75	55	70	55
Master installation electrician	85	65	85	65
Installation electrician	80	60	80	60
Electrician, artisan and DAM	70	55	70	55
Elconop 3	50	40	50	40
Elconop 2	45	35	40	30
Driver up to 3 500 kg	30	25	30	25
Driver 3 501 kg to 9 000 kg	35	25	35	25
Driver 9 001 kg and over	40	30	40	30
Elconop 1	25	20	25	20
Labourer	25	20	20	15
Labourer (first 13 weeks)	25	20	20	15
Apprentice Stage 1	25	20	25	20
Apprentice Stage 2	30	25	30	25
Apprentice Stage 3	35	25	35	25
Apprentice Stage 4	50	40	50	40
Apprentice Stage 5	70	55	70	55

AREAS 'F', 'G', AND 'H'

	AREA F		AREA G		AREA H	
	Rand per day		Rand per day		Rand per day	
	A	B	A	B	A	B
Electrical test or for single phase	80	60	70	50	65	50
Master installation electrician	100	75	85	65	80	65
Installation electrician	90	70	75	55	75	55
Electrician, artisan and DAM	80	60	65	50	65	50
Elconop 3	60	45	50	40	45	35
Elconop 2	50	40	45	35	40	30
Driver up to 3 500 kg	30	25	25	20	25	20
Driver 3 501 kg to 9 000 kg	40	30	30	25	30	25
Driver 9 001 kg and over	40	30	35	30	35	30
Elconop 1	35	30	30	25	25	20
Labourer	35	30	25	20	25	20
Labourer (first 13 weeks)	35	30	25	20	25	20
Apprentice Stage 1	30	25	25	20	25	20
Apprentice Stage 2	35	30	30	25	30	25
Apprentice Stage 3	40	30	35	30	30	25
Apprentice Stage 4	55	40	45	35	45	35
Apprentice Stage 5	080	60	65	50	65	50".

(4) In subclause (2) (a) (ii), delete the expression "or in the case of a trainee, the amount prescribed under the Training of Artisans Act, 1951".

(5) Substitute the following for subclause (4):

"(4) If a member is in receipt of benefits from the Sick Fund for a week and for any further completed weeks, his total contribution to the Pension Fund provided for in clause 18 and his total contribution to ELMED provided for in clause 23, for that week and/or consecutive weeks, shall be paid from the Sick Fund."

7. CLAUSE 18: PENSION FUND

(1) Delete subclause (2), and renumber subclauses (3), (4) and (5) to read (2), (3) and (4), respectively.

(2) In paragraph (a), delete the expression "and the Supplementary Scheme Pension Fund".

(3) In subclause (3), delete the expression "and the Supplementary Scheme Pension Fund".

(4) Substitute the following subclause (4):

"(4) Notwithstanding the provision of subclause (3), where an employee, who has not been employed in the Industry before, is employed as a labourer (code 65) he shall be covered only by the death benefit portion of the Pension Fund for the first 13 weeks of employment and, thereafter, he shall become a full member of the Pension Fund."

8. CLAUSE 19: MEMBERSHIP

Substitute the following for this clause:

"Membership of the Pension Fund shall be compulsory for master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, DAMs, Elconop 3's, Elconop 2's, Elconop 1's, drivers and labourers."

9. CLAUSE 21: BENEFITS

(1) In subclause (1), delete the expression "and the Supplementary Scheme Pension Fund".

(2) In subclause (2), delete the expression "and the Supplementary Scheme Pension Fund".

10. CLAUSE 22: ADMINISTRATION

In subclause (1), delete the expression "and the Supplementary Scheme Pension Fund" and substitute the expression "Director-General of Labour" for the expression "Director-General of Manpower".

11. CLAUSE 25: MEMBERSHIP

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

"(a) (i) Membership of ELMED shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, DAMS, Elconop 3's and apprentices who are employed by members of the employers' organisation, and they shall be classified as 'A' members.

(ii) Membership of ELMED shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, DAMS, Elconop 3's and apprentices who are employed by an employer who is not a member of the employers' organisation, and they shall be classified as 'B' members.

(b) Employees of the Council or of any party to the Council may, by resolution of the Council, be admitted to membership of ELMED.

(c) An employer who is a member of the employers' organisation and any employee employed by him in the Industry and who is not covered by this Agreement, may, by resolution of the Council, be admitted to membership of ELMED.

(d) An employer who is *not* a member of the employers' organisation may be admitted to membership of ELMED and shall be classified as a 'B' member. In order to qualify as an 'A' member, the employer shall become a member of the employers' organisation.

(e) Common law dependants shall be entitled to membership of ELMED if the couple has been together for a minimum period of three years.

(f) Where any person who has been a member of ELMED for 10 years or more, retires, he may, on the recommendation of any party to the Council and by resolution of the Council, be permitted to retain his membership of ELMED.

(g) Membership shall further be divided into various categories of membership, namely:

M—a member without any dependants;

M1—a member with one dependant;

M2—a member with two dependants;

M3—a member with three dependants;

M4+—a member with four or more dependants.

Note—A dependant is as defined in clause 3.

(h) Should a member who is entitled to benefits die, his wife and dependants at the date of his death shall be entitled to benefits for the first three months after his death without making any contributions during that period.

(i) Within the period stated in paragraph (h), the widow of such a deceased member may apply for membership of ELMED and may, by resolution of the Council, be admitted to membership of ELMED and shall be classified in the same category and conditions of membership as the deceased member had at the date of his death and shall pay the contributions of a member in that category.

(j) Should the widow of a deceased member remarry, her membership of ELMED shall cease.”

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

“(2) Membership of ELMED shall terminate immediately a member ceases to be employed in the Electrical Contracting Industry or by the Council or ceases to be an employer or employee in the Industry as envisaged in subclause (1) (c) or where such employer ceases to be a member of the employers' organisation, in which case the membership of his employees referred to in subclause 1 (c) shall terminate as well, or where the Council rescinds the resolution taken in terms of subclause (1) (c) or where an apprentice who enters the Industry notified the Council in writing during the qualified period in terms of clause 26 hereof that he does not wish to be a member of ELMED because he is already a member of another medical aid fund and has supplied written proof of this.”

(3) Insert the following new subclause (6):

“(6) A member of ELMED who is retrenched shall be entitled to six weeks, free cover upon submission of proof of his retrenchment.”

12. CLAUSE 27: CLAIMS

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

“(b) (i) **Option A** ('A' member) shall have 100% scale of benefit cover and shall pay 10% of every prescription, with a minimum of ten rand, and ELMED shall pay the balance.

(ii) **Option A** ('B' member) shall have 80% scale of benefit cover and shall pay 20% of every prescription, with a minimum of ten rand, and ELMED shall pay the balance.

(iii) **Option B** ('A' member) shall have 80% scale of benefit cover up to a maximum overall limit, and shall pay 20% of all claims with a minimum of ten rand.

(iv) **Option B** ('B' member) shall have 70% scale of benefit cover up to a maximum overall limit, and shall pay 30% of all claims with a minimum of ten rand.

(v) Should any prescription referred to in this paragraph be in respect of more than one member and his dependants, the provisions of this paragraph shall be applicable in respect of each member and dependant separately.”

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

“(c) ELMED shall refund the amount due to a member in terms of this subclause to the member direct and shall not be liable for payment to any pharmacy. However, in the case of a dispensing practitioner the practice shall be paid direct, less the amount due to be paid by the member.”

(7) Delete subclause (2) (d).

(8) Renumber subclause (2) (e) as subclause (2) (d).

13. CLAUSE 28: BENEFITS

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

“(3) The maximum amount payable by ELMED in respect of benefits for Option A and Option B members and their dependants during any ELMED year shall be as set out in Annexures A1, A2 and A3 to this Agreement.”

(2) Delete subclauses (4), (5) and (6).

(3) Renumber subclause (7) and subclause (4).

14. CLAUSE 29: EXCLUSIONS

(1) In subclause (1) (j), substitute the expression “Namibia” for “South West Africa” and add the following proviso:

“Provided that, should the claim relate to illness incurred whilst on contract work in one of the above-mentioned areas, the member shall be refunded in accordance with the prescribed tariffs. Payment shall be made in accordance with the appropriate exchange rate.”

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

“(b) sterilisation, vasectomy, infertility, artificial insemination”.

(3) In subclause (2) (h), delete the expression “in which case ELMED shall bear 50% of the cost thereof to a maximum amount of R750 per fund year”.

(4) Add the following new subclause (2) (i):

“(i) biokinetics, acupuncture, reflexology.”

(5) Add the following new subclause (2) (j):

"(j) claims for which the relevant contributions have not been received within 12 months of the occurrence."

(6) In subclause (3), substitute the expression "19 years" for the expression "18 years".

15. CLAUSE 30: CONTRIBUTIONS

Substitute the following for clause 30:

"30. CONTRIBUTIONS

(1) An employer shall pay the amounts set out in Annexure B to this Agreement to ELMED in respect of his employees according to their respective categories of membership.

(2) An employer shall be entitled to deduct half the amount referred to in Subclause (1) from the remuneration due to the employee in respect of whom the contribution is made."

16. CLAUSE 32: FURTHER POWERS OF THE COUNCIL

Substitute the following for subclause (2):

"(2) to contract with any other person, body, institution or authority in respect of medical services or the supply of medicine: Provided that any such supplier shall be registered with the Representative Association of Medical Schemes."

17. CLAUSE 33: ANNUAL ACCOUNTS, EXPENSES AND CESSIONS

In the introductory paragraph to subclause (1), substitute the expression "31 March" for the expression "30 September", and the expression "31 December" for the expression "15 June".

18. Delete clauses 35, 36, 37, 38 and 39.

19. Renumber clauses 40, 41 and 42 as clauses 35, 36 and 37, respectively.

Signed at Johannesburg, as authorised, for and on behalf of the parties to the Council, this 26th day of November 1997.

D. CAMPHER

Chairman

J. C. BAKER

Vice-chairman

R. HARDING

Secretary

ANNEXURE A1

OPTION A	ECA MEMBERS	NON-ECA MEMBERS
Your benefits	Payment limits	Payment limits
1. Medical Consultation limits (general practitioners and specialists): M = 15 visits M + 1 = 25 visits M + 2 = 30 visits M + 3 = 35 visits M + 4 = 40 visits General practitioners and specialists, surgical and non-surgical procedures, X-rays, anaesthetics and pathological tests	100% s.o.b.	80% s.o.b.
2. Auxiliary medical (a) Audiology (b) Occupational and speech therapy (c) Chiropody	100% * Rams None 100% * Rams R1 125 100% * Rams R225	80% * Rams None 80% * Rams R925 80% * Rams R150
3. Other medical Chiropractors (excluding X-rays)	100% * s.o.b. None	80% * s.o.b. None
4. Psychiatric treatment	100% * Rams R770	80% * Rams R550
5. Hospitalisation (provincial and private) (a) Ward, theatre, ICU and medicines		

OPTION A	ECA MEMBERS	NON-ECA MEMBERS
Your benefits	Payment limits	Payment limits
(b) Confinements including hospitalisation: M = 30 000 M + 1 = 35 000 M + 2 = 40 000 M + 3 = 45 000 M + 4 = 50 000	100% * s.o.b.	80% * s.o.b.
6. Ambulance services	100% of cost R450	80% of cost R350
7. Blood transfusions	100% of cost None	80% of cost None
8. Surgical appliances Callipers, hearing aids, wheelchairs, etc.	100% of cost R1 130	80% of cost R550
9. Internal prosthesis Pacemakers, defibrillators	100% of cost R25 000	80% of cost R18 000
10. External prosthesis	100% of cost R1 130	80% of cost R550
11. Conventional dentistry Fillings, extractions, X-rays, Maxillo facial and oral surgery	100% * s.o.b. None	80% * s.o.b. None
12. Special dentistry	100% * s.o.b.	80% s.o.b.
Orthodontics, periodontics, crowns and bridges, gold fillings, metal and porcelain inlays, and ossele integrated implants	M R900 M + 1 R1 300 M + 2 R1 600 M + 3 R1 900 M + 4 R2 200	M R500 M + 1 R800 M + 2 R1 000 M + 3 R1 150 M + 4 R1 360
13. Optical	100% of cost	80% of cost
Optical lenses, contact lenses and frames.....	Frames R220 Lenses R750 Contacts R750 Only one pair of glasses or contact-lenses per dependent every two years	Frames R220 Lenses R500 Contacts R500
14. Eye testing	100% of cost, per test R112	80% of cost, per test R112
15. Prescribed medicines	100% of cost less 10% with a minimum of R10 per script	100% of cost less 20% with a minimum of R10 per script
Dispensed by pharmacies and doctors (including homeopaths and naturopaths) (contraceptives)	M R1 800 M + 1 R2 880 M + 2 R3 600 M + 3 R4 350 M + 4 R5 050	M R1 080 M + 1 R1 450 M + 2 R1 800 M + 3 R2 160 M + 4 R2 550
16. Chronic medication	M R3 500 Family R7 000	M R2 500 Family R5 000
17. Alternative hospitalisation	100% * s.o.b. R120 per day	100% * s.o.b. R100 per day
Private nursing or hospice.....	Maximum 60 days per member family	Maximum 60 days per member family
18. MRI scanning	R550	R450

ANNEXURE A2**OPTION B**

ECA MEMBERS 80% WITH OVERALL LIMIT

NON-ECA MEMBERS 70% WITH OVERALL LIMIT

	M	M + 1	M + 2	M + 3	M + 4
Overall limit.....	20 000	30 000	35 000	40 000	45 000
Cons. (quantity)	8	13	18	23	28
OPS procedures	overall	overall	overall	overall	overall
X-ray path	overall	overall	overall	overall	overall
Combined dental	1 100	1 600	2 100	2 500	3 000
Optical	350	700	1 050	1 400	1 400
Medicines	1 500	2 000	2 500	3 000	3 500
Hospital.....	10 000	14 000	20 000	25 000	30 000

APPRENTICES PAY THE SAME CONTRIBUTIONS AS ON 100% SCHEME.

Ambulance service	R400
Surgical appliances	R550
Speech and occupational therapy	R500
Clinical psychology	R350
Private nursing services	R600
Eye test fee	R70

Although operations, X-rays and pathology is unlimited, the above internal limits are valid to protect against abuse.

ANNEXURE A3**OPTION A (with no overall limit)**

It is compulsory for all employees in the Transvaal and Bloemfontein (qualified and in training) to be members of Option A.

- (a) ECA employees are entitled to 100% scale of benefit (s.o.b.) payment with the undermentioned limits to apply.
- (b) Non-ECA employees and employers are entitled to 80% scale of benefit payment with the undermentioned limits to apply.
- (c) ECA employers as well as administrative staff at companies are entitled to 100% s.o.b. payment.

OPTION B (with overall limit)**ECA MEMBERS**

Employees and employers of ECA companies in the Eastern Cape and rural Free State have the following options:

- (a) All the employees as well as the employer are on Option B, with 80% s.o.b. cover with the overall limit applicable.
- (b) The employer on the Option B 80% s.o.b. and all employees of the same company on Option B 70%.
- (c) All the employees as well as the employer are on Option B 70% s.o.b.
- (d) All the employees as well as the employer on Option A 100% s.o.b.
- (e) The employer is on Option A 100% with all employees on Option B 80% s.o.b.
- (f) The employer is on Option A 100% s.o.b. with all employees on Option B 70% s.o.b.

NON-ECA MEMBERS

- (a) Employees and employers of non-ECA companies are allowed to be on Option B 70% s.o.b.
- (b) The employer is on the Option A 80% s.o.b. and all the employees are members on Option B 70% s.o.b.
- (c) The employer as well as all employees are on Option A 80% s.o.b.

Please note: Where options are changed the respective contribution for the specific option or plan applies as in Annexure B.

ANNEXURE B**CONTRIBUTIONS (AS APPROVED PER REGION) OPTION A "TVL"***Scheme A**Scheme B*

	ECA member weekly	Non-ECA member weekly	ECA codes 61 and 62 monthly
M.....	205 (102,50).....	175 (87,50).....	890
M + 1	244 (122).....	221 (110,50).....	1 055
M + 2	282 (141).....	252 (126).....	1 216
M + 3	316 (158).....	285 (142,50).....	1 369
M + 4	346 (173).....	316 (158).....	1 502

Note: Amount shown in brackets may be deducted from employees, wages.

APPRENTICES (RATES PER WEEK) ALL REGIONS

Apprentice	M	M + 1	M + 2	M + 3	M + 4
Stage 1 (51)	68 (34).....	79 (39,50).....	91 (45,50).....	102 (51).....	109 (54,50)
Stage 1A (52).....	77 (38,50).....	89 (44,50).....	102 (51).....	115 (57,50).....	124 (62)
Stage 2 (53)	100 (50).....	117 (58,50).....	123 (66,50).....	152 (76).....	164 (82)
Stage 3 (54)	132 (66).....	156 (78).....	161 (80,50).....	204 (102).....	220 (110)
Stage 3A (55).....	168 (84).....	194 (97).....	225 (112,50).....	254 (127).....	274 (137)

EAST AND SOUTHERN CAPE/RURAL FREE STATE*Option B: ECA contributions 80% cover*

	Weekly	Monthly
M.....	106 (53).....	450
M + 1	125 (62,50).....	543
M + 2	146 (73).....	635
M + 3	168 (84).....	728
M + 4	187 (93,50).....	807

Option B: Non-ECA contributions 70% cover

	Weekly	Monthly
M.....	93 (46,50).....	397
M + 1	112 (56).....	477
M + 2	129 (64,50).....	558
M + 3	148 (74).....	641
M + 4	166 (83).....	711

No. R. 627

30 April 1998

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE AANNEMINGSNYWERHEID, TRANSVAAL: WYSIGING VAN SIEKTEBYSTAND-, PENSIOEN- EN MEDIËSE BYSTANDFONDSOOREENKOMS

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

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

T. T. MBOWENI

Minister van Arbeid

BYLAE**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID, TRANSVAAL
SIEKTEBYSTAND-, PENSIOEN- EN MEDIËSE BYSTANDFONDSOOREENKOMS**

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid,

tot wysiging van die Ooreenkoms, gepubliseer by Goewermmentskennisgewing No. R. 1884 van 23 Augustus 1985 (hierna die "Herbekragtigingsooreenkoms" genoem), soos verleng en gewysig deur Goewermmentskennisgewings Nos. R. 2844 van 27 Desember 1985, R. 1974 van 19 September 1986, R. 2270 van 9 Oktober 1987, R. 1353 van 8 Julie 1988, R. 2316 van 18 November 1988, R. 886 van 20 April 1990, R. 896 van 26 April 1991, R. 2031 van 29 Desember 1995 en R. 1064 van 28 Junie 1996.

1. GEBIED EN TOEPASSINGSBESTEK

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

- (a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings; en
- (b) wat betrokke is by of werksaam is in die Nywerheid in die landdrostdistrikte Sasolburg en Bloemfontein en in die provinsie Transvaal soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993); en
- (c) in die provinsie Vrystaat (uitgesonderd die landdrostdistrikte Bloemfontein en Sasolburg) ten opsigte van paragrawe (a), (b), (c), (d) en (e) van die Elektrotegniese Aannemingsnywerheid soos omskryf in klousule 3 (11) van hierdie Ooreenkoms: Met dien verstande dat die Elektrotegniese Aannemingsnywerheid soos in voornoemde paragrawe omskryf, nie die Yster-, Staal-, Ingenieur- en Metallurgiese Nywerheid en die Plaaslike Owerheidsonderneming omvat nie; en
- (d) in die landdrostdistrikte Aberdeen, Adelaide, Albert, Aliwal-Noord, Barkly-Oos, Bedford, Britstown, Carnarvon, Cathcart, Colesberg, Cradock, De Aar, Elliot, Fort Beaufort, Fraserburg, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Indwe, Jansenville, King William's Town, Kirkwood, Komga, Lady Grey, Ladismith, Maclear, Middelburg (Oos-Kaap), Moltano, Murraysburg, Noupoot, Pearston, Phillipstown, Prince Albert, Queenstown, Richmond (Noord-Kaap), Riversdale, Somerset-Oos, Sterkstroom, Steynsburg, Steytleville, Stutterheim, Tarka, Venterstad, Victoria-Wes, Williston, Willowmore en Wodehouse ten opsigte van paragrawe (a), (b), (c), (d) en (e) van die omskrywing van die Elektrotegniese Aannemingsnywerheid soos omskryf in klousule 3 (11) van hierdie Ooreenkoms: Met dien verstande dat die Elektrotegniese Aannemingsnywerheid soos in voornoemde paragrawe omskryf, nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid en die Plaaslike Owerheidsonderneming omvat nie; en

- (e) in die landdrosdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown, Riversdal, Uitenhage en Uniondale: Met dien verstande voorts dat die Elektrotegniese Aannemingsnywerheid soos in voornoemde paragrafe omskryf, nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, en die Plaaslike Owerheidsonderneming en die Bounywerheid omvat nie.
- (2) Ondanks subklousule (1) is die Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of beteken is nie.

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

2. KLOUSULE 3: WOORDOMSKRYWING

- (1) Vervang die omskrywing van "drywer" deur die volgende:
 " 'drywer' 'n werknemer betrokke by die dryf van 'n meganiese voertuig op 'n openbare pad en wat in besit is van 'n geldige rybewys uitgereik kragtens enige ordonnansie op padverkeer";
- (2) In die omskrywing van "Fondsjaar", vervang die uitdrukking "15 Junie" deur die uitdrukking "31 Desember".
- (3) Vervang die omskrywing van "kwekeling" deur die volgende:
 " 'kwekeling' iemand wat opleiding as ambagsman ondergaan ingevolge die Wet op Mannekragopleiding, 1981;".

3. KLOUSULE 9: SIEKTEBYSTANDSFONDS

In subklousule (3), skrap die uitdrukking "(behalwe vakleerlinge)".

4. KLOUSULE 10: LIDMAATSKAP

In subklousule (1), skrap die uitdrukking "(behalwe vakleerlinge)".

5. KLOUSULE 11: BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) (a) Vir die toepassing van hierdie klousule is 'n 'A'-lid 'n meester-installasie-elektrisiën, installasie-elektrisiën, elektriese toetser vir enkelfase, elektrisiën, ambagsman, HTW, Elkonop 3, Elkonop 2, Elkonop 1, drywer, arbeider of vakleerling in diens van 'n lid van die werkgewersorganisasie.

(b) Vir die toepassing van hierdie klousule is 'n 'B'-lid 'n meester-installasie-elektrisiën, installasie-elektrisiën, elektriese toetser vir enkelfase, elektrisiën, ambagsman, HTW, Elkonop 3, Elkonop 2, Elkonop 1, drywer, arbeider of vakleerling in diens van 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is nie."

6. KLOUSULE 12: BYSTAND

- (1) Vervang die inleidende paragraaf van hierdie klousule deur die volgende:
 "Vir die toepassing van hierdie klousule is 'A'- en 'B'-lede soos omskryf in klousule 25 (1) (a) (i) en 25 (1) (a) (ii), en sluit dit ook drywers, Elkonop 2's, Elkonop 1's en arbeiders in."
- (2) Vervang subklousule (1) (a) (xi) deur die volgende:
 "(xi) Ten opsigte van ongeskiktheid wat buite die grense van die Republiek van Suid-Afrika, Namibië, Lesotho, Botswana, Swaziland, Zimbabwe, Zambië, Malawi, Mosambiek en Angola ontstaan."
- (3) Vervang subklousule (2) (a) (i) deur die volgende:
 "(a) (i) Behoudens die bepalinge van paragraaf (b) hiervan is die bystand in subklousule (1) (a) hiervan bedoel, soos getoon in die volgende tabelle en is dit betaalbaar vir 130 werkdae in enige Fondsjaar:

GEBIEDE 'A', 'B' EN 'C'

	GEBIED A		GEBIED B		GEBIED C	
	Rand per dag		Rand per dag		Rand per dag	
	A	B	A	B	A	B
Elektriese toetser vir enkelfase.....	120	90	105	80	100	75
Meester-installasie-elektrisiën	145	110	125	95	115	85
Installasie-elektrisiën	135	100	115	85	105	80
Elektrisiën, ambagsman en HTW	115	85	100	75	95	70
Elkonop 3.....	85	65	70	55	70	55
Elkonop 2.....	70	55	60	45	55	40

	GEBIED A		GEBIED B		GEBIED C	
	Rand per dag		Rand per dag		Rand per dag	
	A	B	A	B	A	B
Drywer tot 3 500 kg	50	40	40	30	40	30
Drywer 3 501 kg tot 9 000 kg	60	45	50	40	45	35
Drywer 9 001 kg en meer	65	50	55	40	50	40
Elkonop 1	45	35	40	30	35	30
Arbeider	40	30	30	25	30	25
Arbeider (eerste 13 weke)	40	30	30	25	30	25
Vakleerling Stadium 1	45	35	40	30	35	30
Vakleerling Stadium 2	50	40	45	35	40	30
Vakleerling Stadium 3	60	45	50	40	45	35
Vakleerling Stadium 4	80	60	70	55	65	50
Vakleerling Stadium 5	115	85	100	75	95	70

GEBIEDE 'D' EN 'E'

	GEBIED D		GEBIED E	
	Rand per dag		Rand per dag	
	A	B	A	B
Elektriese toetser vir enkelfase	75	55	70	55
Meester-installasie-elektrisiën	85	65	85	65
Installasie-elektrisiën	80	60	80	60
Elektrisiën, ambagsman en HTW	70	55	70	55
Elkonop 3	50	40	50	40
Elkonop 2	45	35	40	30
Drywer tot 3 500 kg	30	25	30	25
Drywer 3 501 kg tot 9 000 kg	35	25	35	25
Drywer 9 001 kg en meer	40	30	40	30
Elkonop 1	25	20	25	20
Arbeider	25	20	20	15
Arbeider (eerste 13 weke)	25	20	20	15
Vakleerling Stadium 1	25	20	25	20
Vakleerling Stadium 2	30	25	30	25
Vakleerling Stadium 3	35	25	35	25
Vakleerling Stadium 4	50	40	50	40
Vakleerling Stadium 5	70	55	70	55

GEBIEDE 'F', 'G', AND 'H'

	GEBIED F		GEBIED G		GEBIED H	
	Rand per dag		Rand per dag		Rand per dag	
	A	B	A	B	A	B
Elektriese toetser vir enkelfase	80	60	70	50	65	50
Meester-installasie-elektrisiën	100	75	85	65	80	65

	GEBIED F		GEBIED G		GEBIED H	
	Rand per dag		Rand per dag		Rand per dag	
	A	B	A	B	A	B
Installasie-elektrisiën	90	70	75	55	75	55
Elektrisiën, ambagsman en HTW	80	60	65	50	65	50
Elkonop 3	60	45	50	40	45	35
Elkonop 2	50	40	45	35	40	30
Drywer tot 3 500 kg	30	25	25	20	25	20
Drywer 3 501 kg tot 9 000 kg	40	30	30	25	30	25
Drywer 9 001 kg en meer	40	30	35	30	35	30
Elkonop 1	35	30	30	25	25	20
Arbeider	35	30	25	20	25	20
Arbeider (eerste 13 weke)	35	30	25	20	25	20
Vakleerling Stadium 1	30	25	25	20	25	20
Vakleerling Stadium 2	35	30	30	25	30	25
Vakleerling Stadium 3	40	30	35	30	30	25
Vakleerling Stadium 4	55	40	45	35	45	35
Vakleerling Stadium 5	80	60	65	50	65	50".

(4) In subklousule (2) (a) (ii), skrap die uitdrukking "of in die geval van 'n kwekeling, die bedrag voorgeskryf ingevolge die Wet op Opleiding van Ambagsmanne, 1951".

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

"(4) Indien 'n lid 'n week lank en bykomende volle weke lank bystand uit die Siekefonds ontvang, moet sy totale bydrae tot die Pensioenfonds in klousule 18 bedoel en sy totale bydrae tot ELMED in klousule 23 bedoel, vir daardie week en/of daaropvolgende weke uit die Siekefonds betaal word."

7. KLOUSULE 18: PENSIOENFONDS

(1) Skrap subklousule (2), en hernommer subklousules (3), (4) en (5) om onderskeidelik (2), (3) en (4) te lui.

(2) In paragraaf (a) skrap die uitdrukking "en die Pensioenfonds-Aanvullende Skema".

(3) In subklousule (3), skrap die uitdrukking "en die Pensioenfonds-Aanvullende Skema".

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

"(4) Ondanks subklousule (3), waar 'n werknemer wat nie voorheen in die Nywerheid in diens was nie, as 'n arbeider (kode 65) in diens geneem word, word hy vir die eerste 13 weke diens slegs deur die sterftebystand gedeelte van die Pensioenfonds gedek en daarna word hy 'n volle lid van die Pensioenfonds."

8. KLOUSULE 19: LIDMAATSKAP

(1) Vervang hierdie klousule deur die volgende:

"Lidmaatskap van die Pensioenfonds is verpligtend vir meesterinstallasie-elektrisiëns, installasie-elektrisiëns, elektriese toetsers vir enkelfase, elektrisiëns, ambagsmanne, HTWs, Elkonop 3's, Elkonop 2's, Elkonop 1's, drywers en arbeiders."

9. KLOUSULE 21: BYSTAND

(1) In subklousule (1), skrap die uitdrukking "en die Pensioenfonds-Aanvullende Skema".

(2) In subklousule (2), skrap die uitdrukking "en die Pensioenfonds-Aanvullende Skema".

10. KLOUSULE 22: ADMINISTRASIE

In subklousule (1), skrap die uitdrukking "en die Aanvullende Skemapensioenfonds" en vervang "Direkteur-generaal: Mannekrag" deur "Direkteur-generaal van Arbeid".

11. KLOUSULE 25: LIDMAATSKAP

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

"(a) (i) Lidmaatskap van ELMED is verpligtend vir alle meester-installasie-elektrisiëns, installasie-elektrisiëns, elektriese toetsers vir enkelfase, elektrisiëns, ambagsmanne, HTW's, Elkonop 3's en vakleerlinge wat in diens van lede van die werkgewersorganisasie is, en hulle moet as 'A'-lede geklassifiseer word.

(ii) Lidmaatskap van ELMED is verpligtend vir alle meester-installasie-elektrisiëns, installasie-elektrisiëns, elektriese toetsers vir enkelfase, elektrisiëns, ambagsmanne, HTW's, Elkonop 3's en vakleerlinge wat in diens is van 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is nie, en hulle moet as 'B'-lede geklassifiseer word.

(b) Op 'n besluit van die Raad van werknemers van die Raad of van enige party by die Raad as lede van ELMED toegelaat word.

(c) Op 'n besluit van die Raad kan 'n werkgewer wat lid is van die werkgewersorganisasie en 'n werknemer wat in die Nywerheid by hom in diens is en wat nie deur hierdie Ooreenkoms gedek word nie, as lede van ELMED toegelaat word.

(d) 'n Werkgewer wat *nie* 'n lid van die werkgewersorganisasie is nie, kan tot lidmaatskap van ELMED toegelaat word en moet as 'n 'B'-lid geklassifiseer word. Om as 'n 'A'-lid te kwalifiseer, met die werkgewer 'n lid van die werkgewersorganisasie word.

(e) Gemeenregtelike afhanklikes is geregtig op lidmaatskap van ELMED indien die paar vir 'n minimum tydperk van drie jaar saam was.

(f) Iemand wat 10 jaar of langer lid was van ELMED en wat aftree, kan op aanbeveling van enige party by die Raad en op 'n besluit van die Raad, toegelaat word om sy lidmaatskap van ELMED te behou.

(g) Lidmaatskap word verder in verskillende lidmaatskapkategorieë ingedeel, naamlik:

M—'n lid sonder afhanklikes;

M1—'n lid met een afhanklike;

M2—'n lid met twee afhanklikes;

M3—'n lid met drie afhanklikes;

M4+—'n lid met vier of meer afhanklikes.

Let Wel—'n Afhanklike is soos in klousule 3 omskryf.

(h) Indien 'n lid wat op voordele geregtig is tot sterwe kom, is sy vrou en sy afhanklikes op die dag van sy afsterwe geregtig op voordele gedurende die eerste drie maande na sy afsterwe sonder om gedurende daardie tydperk enige bydraes te maak.

(i) Binne die tydperk in paragraaf (h) gestel, kan die weduwee van sodanige afgestorwe lid aansoek doen om lidmaatskap van ELMED en kan sy by besluit van die Raad, toegelaat word tot lidmaatskap van ELMED en moet sy geklassifiseer word in dieselfde kategorie en op dieselfde lidmaatskapvoorwaardes as dié waarop die afgestorwe lid op die dag van sy afsterwe geregtig was, en moet sy die bydraes van 'n lid in daardie kategorie betaal.

(j) Indien die weduwee van 'n afgestorwe lid weer trou, word haar lidmaatskap van ELMED beëindig."

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

"(2) Lidmaatskap van ELMED eindig sodra 'n lid ophou om in die Elektrotegniese Aannemingsnywerheid of by die Raad in diens te wees of as hy nie meer 'n werkgewer of werknemer in die Nywerheid soos in subklousule (1) (c) beoog is nie of as sodanige werkgewer nie meer 'n lid van die werkgewersorganisasie is nie, in welke geval die lidmaatskap van sy werknemers soos in subklousule (1) (c) bedoel ook eindig, of as die Raad die besluit ingevolge subklousule (1) (c) geneem, herroep, of as 'n vakleerling wat tot die Nywerheid toetree, die Raad gedurende die kwalifiserende tydperk ingevolge klousule 26 hiervan skriftelik in kennis stel dat hy nie 'n lid van ELMED wil wees nie omdat hy reeds 'n lid van 'n ander mediese bystandsfonds is en skriftelik bewys daarvan verskaf het."

- (3) Voeg die volgende nuwe subklousule (6) in:

"(6) 'n Lid van ELMED wat afgelê word, is geregtig op ses weke gratis dekking by voorlegging van bewys van sy aflegging."

12. KLOUSULE 27: EISE

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

"(b) (i) **Opsie A** ('A'-lid) kry 100% van die skaal van bystand en betaal 10% van elke voorskrif, met 'n minimum van tien rand, en ELMED betaal die res.

(ii) **Opsie A** ('B'-lid) kry 80% van die skaal van bystand en betaal 20% van elke voorskrif, met 'n minimum van tien rand, en ELMED betaal die res.

(iii) **Opsie B** ('A'-lid) kry dekking van 80% van die skaal van bystand tot 'n maksimum algehele limiet en betaal 20% van alle eise, met 'n minimum van tien rand.

(iv) **Opsie B** ('B'-lid) kry dekking van 70% van die skaal van bystand tot 'n maksimum algehele limiet en betaal 30% van alle eise, met 'n minimum van tien rand.

(v) Indien 'n voorskrif in hierdie paragraaf bedoel betrekking het op meer as een lid en sy afhanklikes, is hierdie paragraaf afsonderlik ten opsigte van elke lid en afhanklike van toepassing.”.

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

“(c) ELMED die bedrag wat ingevolge hierdie subklousule aan 'n lid verskuldig is, regstreeks aan die lid moet betaal en nie vir betaling aan enige apteek aanspreeklik nie. In die geval van 'n resepterende praktisyn moet die praktyk egter regstreeks betaal word minus die verskuldigde bedrag wat deur die lid betaal moet word.”.

- (7) Skrap subklousule (2) (d).

- (8) Hernommer subklousule (2) (e) tot subklousule (2) (d).

13. KLOUSULE 28: BYSTAND

- (1) Vervang subklousule (3) tot die volgende:

“(3) Die maksimum bedrag wat deur ELMED betaalbaar is ten opsigte van bystand aan Opsie A en Opsie B-lede en hulle afhanklikes gedurende enige ELMED-jaar, is soos uiteengesit in Aanhangsels A1, A2 en A3 van hierdie ooreenkoms.”.

- (2) Skrap subklousules (4), (5) en (6).

- (3) Hernommer subklousule (7) tot subklousule (4).

14. KLOUSULE 29: UITSLUITINGS

- (1) In subklousule (1) (j), vervang die uitdrukking “Suidwes-Afrika” deur die uitdrukking “Namibië” en voeg die volgende nuwe voorbehoudsbepaling by:

“Met dien verstande dat, indien die eis betrekking het op siekte opgedoen terwyl die persoon kontrakwerk gedoen het in een van bogenoemde gebiede, die lid terugbetaal moet word ooreenkomstig die voorgeskrewe tariewe. Betaling moet ooreenkomstig die toepaslike wisselkoers geskied.”.

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

“(b) sterilisasie, vasektomie, onvrugbaarheid, kunsmatige inseminasie;”.

- (3) In subklousule (2) (h), skrap “in welke geval ELMED 50% van die koste daarvan dra tot 'n maksimum bedrag van R750,00 per Fondsjaar.”.

- (4) Voeg die volgende nuwe subklousule (2) (i) by:

“(i) biokinetika, akupunktuur, refleksologie.”.

- (5) Voeg die volgende nuwe subklousule (2) (j) by:

“(j) eise waarvoor die betrokke bydraes nie binne 12 maande na die voorval ontvang is nie.”.

- (6) In subklousule (3), vervang “18 jaar” deur “19 jaar”.

15. KLOUSULE 30: BYDRAES

Vervang klousule 30 deur die volgende:

“30. BYDRAES

- (1) 'n Werkgewer moet die bydrae bedrae in Aanhangel B van hierdie Ooreenkoms uiteengesit aan ELMED betaal ten opsigte van ondergemelde werknemers volgens hulle onderskeie lidmaatskapkategorieë:

- (2) 'n Werkgewer is daarop geregtig om die helfte van die bedrag bedoel in subklousule (1) af te trek van die besoldiging verskuldig aan die werknemer ten opsigte van wie die bydrae gemaak word.”.

16. KLOUSULE 32: VERDERE BEVOEGDHEDE VAN DIE RAAD

Vervang subklousule (2) deur die volgende:

- “(2) om 'n kontrak met enige ander persoon, liggaam, instelling of owerheid aan te gaan ten opsigte van mediese dienste of die verskaffing van medisyne: Met dien verstande dat enige sodanige verskaffer by die Verteenwoordigende Vereniging van Mediese Skemas geregistreer moet wees.”.

17. KLOUSULE 33: JAARLIKSE REKENINGE, UITGAWES EN SESSIES

In die inleidende paragraaf van subklousule (1), vervang die uitdrukking “30 September” deur die uitdrukking “31 Maart” en die uitdrukking “15 Junie” deur die uitdrukking “31 Desember”.

18. Skrap klousules 35, 36, 37, 38 en 39.

19. Hernommer klousules 40, 41 en 42 tot onderskeidelik klousules 35, 36 en 37.

Soos gemagtig, vir en namens die partye by die Raad, op die ses en twintigste dag van November 1997 te Johannesburg onderteken.

D. CAMPHER

Voorsitter

J. C. BAKER

Ondervoorsitter

R. HARDING

Sekretaris

AANHANGSEL A1

OPSIE A	EAV-LEDE	NIE-EAV-LEDE
U bystand	Betalingsperke	Betalingsperke
1. Medies Konsultasieperke (algemene praktisyne en spesialiste): L = 15 besoeke L + 1 = 25 besoeke L + 2 = 30 besoeke L + 3 = 35 besoeke L + 4 = 40 besoeke Algemene praktisyne en spesialiste, chirurgiese en nie-chirurgiese prosedures, X-strale, narkosemiddels en patologiese toetse	100% SVB.....	80% SVB
2. Hulpmedies (a) Oudiologie..... (b) Arbeids- en spraakterapie..... (c) Chiropodie.....	100% * Rams Geen..... 100% * Rams R1 125..... 100% * Rams R225.....	80% * Rams Geen 80% * Rams R925 80% * Rams R150
3. Ander medies Chiropraktisyne (uitgesonderd X-strale)	100% * SVB Geen.....	80% * SVB Geen
4. Psigiatriese behandeling	100% * Rams R770.....	80% * Rams R550
5. Hospitalisasie (provinsiaal en privaat) (a) Saal, teater, ISE en medisyne (b) Bevallings, insluitende hospitalisasie L = 30 000..... L + 1 = 35 000..... L + 2 = 40 000..... L + 3 = 45 000..... L + 4 = 50 000.....	100% * SVB.....	80% * SVB
6. Ambulansdienste	100% van koste R450.....	80% van koste R350
7. Bloedoortappings	100% van koste Geen	80% van koste Geen
8. Chirurgiese toestelle Loopysters, gehoortoestelle, rolstoel, ens.....	100% van koste R1 130.....	80% van koste R550
9. Interne prosteses Pasaangeërs, defibrillators	100% van koste R25 000.....	80% van koste R18 000
10. Eksterne prosteses	100% van koste R1 130.....	80% van koste R550
11. Konvensionele tandheelkunde Vulsels, ekstraksies, X-strale, kaak-, gesig- en mondchirurgie	100% * SVB Geen.....	80% * SVB Geen
12. Spesiale tandheelkunde Ortodonsie, periodonsie, krone en brûe, goudvulsels, metaal- en porseleinvullings en beëntegeïntegreerde implantate	100% * SVB L R900..... L + 1 R1 300..... L + 2 R1 600..... L + 3 R1 900..... L + 4 R2 200.....	80% SVB L R500 L + 1 R800 L + 2 R1 000 L + 3 R1 150 L + 4 R1 360
13. Opties	100% van koste	80% van koste
Optiese lense, kontaklense en rame.....	Rame R220..... Lense R750..... Kontak R750..... Net een paar lense of kontaklense per afhanklike elke twee jaar	Rame R220 Lense R500 Kontak R500

OPSIE A	EAV-LEDE	NIE-EAV-LEDE
U bystand	Betalingsperke	Betalingsperke
14. Oogtoetsing	100% van koste, per toets R112.....	80% van koste, per toets R112
15. Voorgeskrewe medisyne	100% van koste min 10% met 'n minimum van R10 per voorskrif	100% van koste min 20% met 'n minimum van R10 per voorskrif
Geresepteer deur apteke en geneeshere (insluitende homeopate en naturopate) (voorbehoedmiddels)	L R1 800 L + 1 R2 880 L + 2 R3 600 L + 3 R4 350 L + 4 R5 050	L R1 080 L + 1 R1 450 L + 2 R1 800 L + 3 R2 160 L + 4 R2 550
16. Chroniese medisyne	L R3 500 Gesin R7 000	L R2 500 Gesin R5 000
17. Alternatiewe hospitalisasie	100% * SVB R120 per dag.....	100% * SVB R100 per dag
Privaat verpleging of hospies	Maksimum 60 dae per lid van gesin	Maksimum 60 dae per lid van gesin
18. MRI-aftasting	R550	R450

AANHANGSEL A2**OPSIE B**

EAV-LEDE 80% MET OORKOEPELENDE PERK

NIE-EAV-LEDE 70% MET OORKOEPELENDE PERK

	M	M + 1	M + 2	M + 3	M + 4
Oorkoepelende perk	20 000	30 000	35 000	40 000	45 000
Kons (getal)	8	13	18	23	28
OPS-prosedures	oorkoepelend	oorkoepelend	oorkoepelend	oorkoepelend	oorkoepelend
X-straal-pad	oorkoepelend	oorkoepelend	oorkoepelend	oorkoepelend	oorkoepelend
Gekombineerde tandeelkunde	1 100	1 600	2 100	2 500	3 000
Opties	350	700	1 050	1 400	1 400
Medisyne	1 500	2 000	2 500	3 000	3 500
Hospitaal	10 000	14 000	20 000	25 000	30 000

VAKLEERLINGE BETAAL DIESELFDE BYDRAES AS VIR 100%-SKEMA.

Ambulansdienste	R400
Hulpmiddels	R550
Spraak- en arbeidsterapie	R500
Kliniese sielkunde	R350
Privaat verpleging	R600
Oogtoets	R70

Hoewel operasies, X-strale en patologie onbeperk is, geld bostaande interne perke ten einde misbruik teen te werk.

AANHANGSEL A3**OPSIE A (met geen oorkoepelende perk)**

Dit is verpligtend vir alle werknemers in Transvaal en Bloemfontein (gekwalfiseerd en in opleiding) om lede van Opsie A te wees.

- EAV-werknemers is geregtig op 100% skaal van Bystand (SVB)-betaling met ondergemelde perke van toepassing.
- Nie-EAV-werknemers en werkgewers is geregtig op 80% SVB-betaling met ondergemelde perke van toepassing.
- EAV-werkgewers asook administratiewe personeel by maatskappye is geregtig op 100% SVB-betaling.

OPSIE B (met oorkoepelende perk)**EAV-LEDE**

Werknemers en werkgewers in die Oos-Kaap en die Vrystaatse Platteland van EAV-maatskappye het die volgende opsies:

- (a) Al die werknemers asook die werkgewer is op Opsie B met 80% SVB-dekking, met die oorkoepelende perk van toepassing.
- (b) Die werkgewer is op die Opsie B met 80% SVB en alle werknemers van dieselfde maatskappy op Opsie B met 70%.
- (c) Al die werknemers asook die werkgewer is op Opsie B met 70% SVB.
- (d) Al die werknemers asook die werkgewer is op Opsie A met 100% SVB.
- (e) Die werkgewer is op Opsie A 100% met alle werknemers op Opsie B met 80% SVB.
- (f) Die werkgewer is op Opsie A met 100% SVB met alle werknemers op Opsie B met 70% SVB.

NIE-EAV-LEDE

- (a) Werknemers en werkgewers van nie-EAV-maatskappye word toegelaat om op Opsie B met 70% SVB te wees.
- (b) Die werkgewer is 'n lid van Opsie A met 80% SVB en al die werknemers is op Opsie B met 70% SVB.
- (c) Die werkgewer asook alle werknemers is op Opsie A met 80% SVB.

Let wel: Waar opsies verander word, die onderskeie bydraes vir die bepaalde opsie of plan van toepassing is soos in Aanhangsel B.

AANHANGSEL B

BYDRAES (SOOS GOEDGEKEUR PER STREEK): OPSIE A "TVL"

*Skema A**Skema B*

	EAV-lid weekliks	Nie-EAV-lid weekliks	EAV-kodes 61 en 62 maandeliks
L.....	205 (102,50).....	175 (87,50).....	890
L + 1.....	244 (122).....	221 (110,50).....	1 055
L + 2.....	282 (141).....	252 (126).....	1 216
L + 3.....	316 (158).....	285 (142,50).....	1 369
L + 4.....	346 (173).....	316 (158).....	1 502

Opmerking: Die bedrag tussen hakkies kan van die werknemer se loon afgetrek word.

VAKLEERLINGE (KOERSE PER WEEK) ALLE STREKE

Vakleerling	L	L + 1	L + 2	L + 3	L + 4
Fase 1 (51).....	68 (34).....	79 (39,50).....	91 (45,50).....	102 (51).....	109 (54,50)
Fase 1A (52).....	77 (38,50).....	89 (44,50).....	102 (51).....	115 (57,50).....	124 (62)
Fase 2 (53).....	100 (50).....	117 (58,50).....	123 (66,50).....	152 (76).....	164 (82)
Fase 3 (54).....	132 (66).....	156 (78).....	161 (80,50).....	204 (102).....	220 (110)
Fase 3A (55).....	168 (84).....	194 (97).....	225 (112,50).....	254 (127).....	274 (137)

OOS- EN SUID-KAAP/VRYSTAATSE PLATTELAND

Opsie B: EAV-bydraes 80% dekking

	Weekliks	Maandeliks
L.....	106 (53).....	450
L + 1.....	125 (62,50).....	543
L + 2.....	146 (73).....	635
L + 3.....	168 (84).....	728
L + 4.....	187 (93,50).....	807

Opsie B: Nie-EAV-bydraes 70% dekking

	Weekliks	Maandeliks
L.....	93 (46,50).....	397
L + 1.....	112 (56).....	477
L + 2.....	129 (64,50).....	558
L + 3.....	148 (74).....	641
L + 4.....	166 (83).....	711

No. R. 628**30 April 1998****LABOUR RELATIONS ACT, 1956****CLOTHING INDUSTRY, EASTERN PROVINCE: AMENDMENT OF MAIN AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) and 2, 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 Amending Agreement.

T. T. MBOWENI**Minister of Labour****SCHEDULE****INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE****AGREEMENT**

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

Eastern Province Clothing Manufacturer's Association

(hereinafter, referred to as the "employers" or the "employees" organisation"), 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, Eastern Province.

to amend the Agreement published under Government Notice No. R. 705 of 5 April 1991, as renewed and amended by Government Notices Nos. R. 1599 of 5 July 1991, R. R. 2461 of 11 October 1991, R. 3230 of 27 November 1992, R. 958 of 4 June 1993, R. 1087 of 25 June 1993, R. 1297 of 16 July 1993, R. 1326 of 23 July 1993, R. 2361 of 10 December 1993, R. 1119 of 24 June 1994, R. 1813 of 21 October 1994, R. 506 of 29 March 1996, R. 1037 of 28 June 1996, R. 1071 of 28 June 1996, R. 2018 of 6 December 1996 and R. 163 of 31 January 1997.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) Subject to the provisions of subclause (2), the terms of this Agreement shall be observed in the Clothing Industry—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

- (b) in the Magisterial District of Port Elizabeth and East London.

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

(3) The terms of this Agreement shall not apply to a designer, foreman, factory clerk or supervisor who is remunerated monthly at a rate in excess of the weekly wage prescribed in this Agreement for such employee, multiplied by four and a third, and whose conditions of employment include the following provisions:

- (a) That his contract of service may not be terminated without a month's notice;
- (b) that his monthly remuneration may not be reduced as a result of short-time working or unpaid public holidays or periods of absence through illness not exceeding 10 working days in any one year of employment and subject to the production of a medical certificate if required by the employer.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force for the period ending 10 May 1998.

3. CLAUSE 4: WAGES

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

"(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

	Wages per week R
(a) Foreman.....	564,47
(b) Designer:	
Qualified.....	719,38
Learners—	
first 26 weeks.....	245,68
second 26 weeks.....	285,66
third 26 weeks.....	343,30
fourth 26 weeks.....	381,49
fifth 26 weeks.....	423,82
sixth 26 weeks.....	460,48
seventh 26 weeks.....	500,24
eighth 26 weeks.....	541,37
ninth 26 weeks.....	573,14
(c) Grader:	
Qualified.....	517,39
Learners—	
first 26 weeks.....	243,43
second 26 weeks.....	265,38
third 26 weeks.....	287,83
fourth 26 weeks.....	301,62
fifth 26 weeks.....	348,93
sixth 26 weeks.....	373,60
seventh 26 weeks.....	395,46
eighth 26 weeks.....	415,52
ninth 26 weeks.....	440,43
(d) Marker-in:	
Qualified.....	395,46
Learners—	
first 26 weeks.....	243,43
second 26 weeks.....	261,40
third 26 weeks.....	278,02
fourth 26 weeks.....	296,62
fifth 26 weeks.....	332,37
(e) Band-knife cutter:	
Qualified.....	395,46

	Wages per week R
Note: Subject to the availability of a band-knife, only a qualified cutter-out shall progress to this class of employee.	
(f) Cutter-out:	
Qualified	348,26
Learners—	
first 26 weeks	243,43
second 26 weeks	255,60
third 26 weeks	263,93
fourth 26 weeks	273,39
fifth 26 weeks	284,29
(g) Layer-up:	
Qualified	273,79
Learners—	
first 26 weeks	243,43
second 26 weeks	248,73
third 26 weeks	253,68
fourth 26 weeks	257,83
(h) Specialised presser:	
Qualified	380,03
Learners—	
first 26 weeks	243,43
second 26 weeks	254,21
third 26 weeks	263,15
fourth 26 weeks	273,39
fifth 26 weeks	283,65
sixth 26 weeks	293,22
seventh 26 weeks	321,78
eighth 26 weeks	333,17
ninth 26 weeks	340,71
(i) Examiner and quality control inspector:	
Qualified	325,95
Learners—	
first 26 weeks	273,39
(j) Machinist, presser, trimmer, clerk, embroidery machinist and cloakroom attendant:	
Qualified	319,90
Learners—	
first 26 weeks	243,43
second 26 weeks	249,04
third 26 weeks	257,07
fourth 26 weeks	265,85
fifth 26 weeks	272,60
(k) Progress examiner:	
Qualified	323,23
Learners—	
first 26 weeks	256,40
(l) Despatcher:	
Qualified	305,12
Learners—	
first 26 weeks	258,18
(m) Checker in the knitting section:	
Qualified	272,01
Learners—	
first 26 weeks	243,43

	Wages per week R
second 26 weeks	248,73
third 26 weeks	255,59
(n) General worker:	
Qualified	263,69
Learners—	
first 26 weeks	243,43
second 26 weeks	248,73
(o) Steambox pleater:	
Qualified	327,56
Learners—	
first 26 weeks	243,43
second 26 weeks	255,14
third 26 weeks	263,15
fourth 26 weeks	273,04
(p) Plain sewer:	
Qualified	273,04
Learners—	
first 26 weeks	243,43
second 26 weeks	246,17
third 26 weeks	249,04
fourth 26 weeks	253,68
fifth 26 weeks	258,18
(q) General assistant	297,72
(r) Cleaner	265,85
(s) Tea maker	265,85
(t) Watchman	323,24
(u) Motor vehicle driver:	
(i) Driver of a motor vehicle, the unladen mass of which—	
(aa) does not exceed 453 kg	322,13
(ab) exceeds 453 kg but does not exceed 2 722 kg	345,56
(ac) exceeds 2 722 kg but does not exceed 4 536 kg	381,84
(ad) exceeds 4 536 kg	447,63
(ii) Part-time driver of a motor vehicle	298,19
(v) Clicker:	
Qualified	522,11
Learners—	
first 26 weeks	243,43
second 26 weeks	263,93
third 26 weeks	284,78
fourth 26 weeks	322,56
fifth 26 weeks	345,98
sixth 26 weeks	364,81
seventh 26 weeks	387,12
eighth 26 weeks	408,76
ninth 26 weeks	429,14
(w) Beader	325,95
(x) Chlorinator	292,64
(y) Compounder	346,00

	Wages per week R
(z) Dipper:	
Qualified	
Category A	346,00
Category B	353,94
Category C	365,22
Learners—	
first 26 weeks to Category A	264,26
first 17 weeks to Category B	346,00
first 26 weeks to Category C	353,94
(aa) Glove turner	380,03
(ab) Mouldmaker	333,50
(ac) Packer	279,61
(ad) Quality product co-ordinator	438,64
(ae) A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33 $\frac{1}{3}$ per cent:	

Provided that—

- (i) a trainee supervisor shall serve a probationary period not exceeding six months and shall be paid the qualified rate applicable to the employees being supervised, plus 10 per cent;
- (ii) a trainee supervisor who is not considered suitable for promotion after completion of the probationary period shall return to his former position at his former wage.”.

(2) Substitute the following for subclause (6):

“(6) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date of which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work on which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice No. R. 163 of 31 January 1997 and the wage prescribed in this Agreement for the class of work on which he is engaged.”.

4. CLAUSE 20: COUNCIL FUNDS

Substitute the expression “36 cents” for the expression “33 cents”.

This Agreement signed at Port Elizabeth, on behalf of the parties, this 16th day of February 1998.

R. VAN DEN ELSHOUT
Chairman

B. DAMONS
Member

J. SHEAR
Secretary

No. R. 628

30 April 1998

WET OP ARBEIDSVARHOUDINGE, 1956

KLERASIENYWERHEID, OOSTELIKE PROVINSIE: WYSIGING 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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) en 2, 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 bogenoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE

OOREENKOMS

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

Eastern Province Clothing Manufacturer's Association

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

Southern African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 705 van 5 April 1991, soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1599 van 5 Julie 1991, R. 2461 van 11 Oktober 1991, R. 3230 van 27 November 1992, R. 958 van 4 Junie 1993, R. 1087 van 25 Junie 1993, R. 1297 van 16 Julie 1993, R. 1326 van 23 Julie 1993, R. 2361 van 10 Desember 1993, R. 1119 van 24 Junie 1994, R. 1813 van 21 Oktober 1994, R. 506 van 29 Maart 1996, R. 1037 van 28 Junie 1996, R. 1071 van 28 Junie 1996, R. 2018 van 6 Desember 1996 en R. 163 van 31 Januarie 1997.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet, behoudens subklousule (2), in die Klerasienywerheid nagekom word—
- deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;
 - in die landdrosdistrikte Port Elizabeth en Oos-Londen.
- (2) Ondanks subklousule (1) (a) is hierdie ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.
- (3) Hierdie Ooreenkoms is nie van toepassing nie op 'n ontwerper, voorman, fabrieksklerk of toesighouer wat maandeliks besoldig word teen 'n hoër koers as die weekloon wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, vermenigvuldig met vier en 'n derde, en wie se diensvoorwaardes die volgende bepalings insluit:
- Dat sy dienskontrak nie sonder 'n maand kennisgewing beëindig mag word nie;
 - dat sy maandelikse besoldings nie verminder mag word nie as gevolg van korttydwerk of openbare vakansiedae sonder besoldiging of tydperke van afwesigheid weens siekte van hoogstens 10 werkdade in 'n enkele jaar diens, behoudens die indiening van 'n mediese sertifikaat indien die werkgewer dit vereis.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie ooreenkoms tree in werking op 'n 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.

3. KLOUSULE 4: LONE

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

"(1) Die minimum loon wat 'n werkgewer aan elke lid van ondervermelde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit:

	Loon per week R
(a) Voorman.....	564,47
(b) Ontwerper:	
Gekwalifiseer	719,38
Leerlinge—	
eerste 26 weke	245,68
tweede 26 weke	285,66

	Loon per week R
derde 26 weke	343,30
vierde 26 weke.....	381,49
vyfde 26 weke.....	423,82
sesde 26 weke.....	460,48
sewende 26 weke	500,24
agtste 26 weke.....	541,37
negende 26 weke	573,14
(c) Gradeerder:	
Gekwalifiseer	517,39
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke.....	265,38
derde 26 weke	287,83
vierde 26 weke.....	301,62
vyfde 26 weke.....	348,93
sesde 26 weke	373,60
sewende 26 weke	395,46
agtste 26 weke.....	415,52
negende 26 weke	440,43
(d) Merker:	
Gekwalifiseer	395,46
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke.....	261,40
derde 26 weke	278,02
vierde 26 weke.....	296,62
vyfde 26 weke.....	332,37
(e) Bandmessnyer:	
Gekwalifiseer	395,46
Opmerking: Behoudens die beskikbaarheid van 'n bandmes, mag slegs 'n gekwalifiseerde snyer tot hierdie klas werknemer vorder.	
(f) Snyer:	
Gekwalifiseer	348,26
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke.....	255,60
derde 26 weke	263,93
vierde 26 weke.....	273,39
vyfde 26 weke.....	284,29
(g) Laagmaker:	
Gekwalifiseer	273,79
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke.....	248,73
derde 26 weke	253,68
vierde 26 weke.....	257,83
(h) Gespesialiseerde parser:	
Gekwalifiseer	380,03

	Loon per week R
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke	254,21
derde 26 weke	263,15
vierde 26 weke	273,39
vyfde 26 weke	283,65
sesde 26 weke	293,22
sewende 26 weke	321,78
agste 26 weke	333,17
negende 26 weke	340,71
(i) Ondersoeker en gehaltebeheerinspekteur:	
Gekwalifiseer	325,95
Leerlinge—	
eerste 26 weke	273,39
(j) Masjienwerker, parser, afwerker, klerk, borduurmasjienwerker en kleedkamerversorger:	
Gekwalifiseer	319,90
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke	249,04
derde 26 weke	257,07
vierde 26 weke	265,85
vyfde 26 weke	272,60
(k) Vorderingsondersoeker:	
Gekwalifiseer	323,23
Leerlinge—	
eerste 26 weke	256,40
(l) Versender:	
Gekwalifiseer	305,12
Leerlinge—	
eerste 26 weke	258,18
(m) Nasiener in die breiseksie:	
Gekwalifiseer	272,01
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke	248,73
derde 26 weke	255,59
(n) Algemene werker:	
Gekwalifiseer	263,69
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke	248,73
(o) Stoomkasplooier:	
Gekwalifiseer	327,56
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke	255,14
derde 26 weke	263,15
vierde 26 weke	273,04

	Loon per week R
(p) Gewone naaldwerker:	
Gekwalifiseerd	273,04
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke	246,17
derde 26 weke	249,04
vierde 26 weke	253,68
vyfde 26 weke	258,18
(q) Algemene assistent	297,72
(r) Skoonmaker	265,85
(s) Teemaker	265,85
(t) Wag	323,24
(u) Motorvoertuigdrywer:	
(ii) Drywer van 'n motorvoertuig waarvan die onbelaste massa—	
(aa) hoogstens 453 kg is	322,13
(ab) meer as 453 kg maar hoogstens 2 722 kg is	345,56
(ac) meer as 2 722 kg maar hoogstens 4 536 kg is	381,84
(ad) meer as 4 536 kg is	447,63
(ii) Deeltydse drywer van 'n motorvoertuig	298,19
(v) Perssnywer	
Gekwalifiseerd	522,11
Leerlinge—	
eerste 26 weke	243,43
tweede 26 weke	263,93
derde 26 weke	284,78
vierde 26 weke	322,56
vyfde 26 weke	345,98
sesde 26 weke	364,81
sewende 26 weke	387,12
agste 26 weke	408,76
negende 26 weke	429,14
(w) Randvormer	325,95
(x) Chloreerder	292,64
(y) Menger	346,00
(z) Indoper:	
Gekwalifiseerd—	
Kategorie A	346,00
Kategorie B	353,94
Kategorie C	365,22
Leerlinge—	
eerste 26 weke tot Kategorie A	264,26
eerste 17 weke tot Kategorie B	346,00
eerste 26 weke tot Kategorie C	353,94
(aa) Handskoenomdopper	380,03
(ab) Vormmaker	333,50
(ac) Verpakker	279,61
(ad) Gehalteprodukkoördineerder	438,64

- (ae) 'n Toesighouer moet betaal word teen die skaal vir gekwalifiseerdes wat van toepassing is op die werknemers wat onder toesig staan, plus 33 $\frac{1}{3}$ persent:

Met dien verstande dat—

- (i) 'n leerlingtoesighouer 'n proeftyd van hoogstens ses maande moet uitdien en betaal moet word teen die skaal vir gekwalifiseerdes wat van toepassing is op die werknemers wat onder toesig staan, plus 10 persent;
- (ii) 'n leerlingtoesighouer wat na voltooiing van die proeftyd nie as geskik vir promosie beskou word nie, na sy vorige status teen sy vorige loon moet terugkeer.

- (2) Vervang subklousule (6) deur die volgende:

“(6) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree 'n hoër loon ontvang as dié wat voorgeskryf word vir die klas werk waarin hy werksaam is, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon voorgeskryf in die Ooreenkoms wat by Goewermentskennigswaard No. R. 163 van 31 Januarie 1997 gepubliseer is en die loon voorgeskryf in hierdie Ooreenkoms vir die klas werk waarin hy werksaam is.”

4. KLOUSULE 20: FONDSE VAN DIE RAAD

Vervang die uitdrukking “33 sent” deur die uitdrukking “36 sent”.

Hierdie Ooreenkoms is namens die partye op hede die 16de dag van Februarie 1998 te Port Elizabeth onderteken.

R. VAN DEN ELSHOUT
Voorsitter

B. DAMONS
Lid

J. SHEAR
Sekretaris

No. R. 629

30 April 1998

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: AMENDMENT OF MAIN AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the 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 Amending Agreement.

T. T. MBOWENI
Minister of Labour

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE AGREEMENT

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

Cape Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western cape, to amend the Main Agreement of the Council published under Government Notice No. R. 19 of 7 January 1994, and extended and renewed by Government Notices Nos. R. 657 of 15 April 1994, R. 2040 of 25 November 1994, R. 440 of 24 March 1995 and R. 2067 of 13 December 1996

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—
 - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed in the Industry, respectively; and
 - (b) in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (C.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuils River, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, and the portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice No. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial Districts of Philipstown, Postmasburg and Prieska.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
 - (a) apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
 - (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.
- (3) Notwithstanding the provisions of subclauses (1) and (2), only the provisions of this Agreement as contained in clauses 18, 21, 24 and 38 (2) shall apply to an employer for as long as such employer—
 - (a) carries on not more than one business within the scope of application of this Agreement; and
 - (b) employs in or in connection with such business a maximum of four employees: Provided that in calculating the number of employees, a working employer shall be deemed to be employed: Provided further that, where such an employer elects voluntarily to contribute to any of the funds administered by the Council, then all the provisions of this Agreement shall apply to such employer.

2. 2: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in operation until 10 May 1998.

3. CLAUSE 10: OVERTIME

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

"(c) For any time worked on the public holidays referred to in clause 13 (1) (a) an employee shall, in addition to the day's pay due in respect of each of these days, be paid at the ordinary hourly rate of remuneration."
- (2) Substitute the following for subclause (1) (e):

"For any time worked in by agreement between an employer and at least 75 per cent of his employees in lieu of normal working time that will be lost owing to the closure of a factory on any of the days mentioned in clause 13 (1) (a), an employee shall be paid at the ordinary rate of the employee concerned: Provided that the time shall be worked in during the four weeks prior to such closure on the respective days."

4. CLAUSE 13: HOLIDAYS AND THE HOLIDAY AND BONUS FUND

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

"(1) In terms of the Public Holidays Act, 1994, the following days shall be paid public holidays:

 - New Year's Day—1 January
 - Human Rights Day—21 March
 - Good Friday—Friday before Easter Sunday
 - Family Day—Monday after Easter Sunday
 - Freedom Day—27 April
 - Workers' Day—1 May
 - Youth Day—16 June
 - National Women's Day—9 August

Heritage Day—24 September
 Day of Reconciliation—16 December
 Christmas Day—25 December
 Day of Goodwill—26 December”.

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

“(2) The days mentioned in subclause (1) shall be public holidays, and whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday, in terms of section 2 (1) of the Public Holidays Act, 1994.”.

(3) Substitute the following for subclause (5) (b):

“(b) The total amount of any remuneration the employee would have earned during any time he was required not to work at the request or instruction of his employer, including any remuneration an employee would have earned during any period of absence owing to short time.”.

5. CLAUSE 18: REGISTRATION OF EMPLOYERS

In the note to subclause (1), substitute the expression “PO Box 1123, Woodstock, 7915” for the expression “P.O. Box 964, Cape Town, 8000”.

6. CLAUSE 40: TRIAL PERIOD

Substitute the expression “15 working days” for the expression “10 working days”.

7. CLAUSE 42: SEVERANCE PAY

Substitute the following for subclause 2 (b):

“(b) one additional week’s wages for each completed year of service.”.

8. PART II

Substitute the following for Part II:

“PART II

The wages prescribed hereunder shall subject to the provisions of clause 50 apply in accordance with clause 26 of Part I of the Agreement:

1. With the exception of the employees referred to in clause 2 to 15, inclusive, hereunder, each and every employee engaged in all or any of the operations performed in the Furniture Manufacturing Industry at the date of coming into operation of this Agreement shall be paid not less than the minimum wage prescribed hereunder: Provided that any new operation introduced and not specified in clauses 2 to 15, inclusive, shall be paid for at not less than the minimum wage prescribed in this clause until such time as the Council has determined the wage rate for the operation:

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agreement*

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Minimum wage per week

504,46

2. Trainees employed in learning the operations covered by clause 1 of Part II of the Agreement:

For the first year, 50 per cent of the wage rate prescribed in clause 1.

For the second year, 60 per cent of the wage rate prescribed in clause 1.

For the third year, 70 per cent of the wage rate prescribed in clause 1.

For the fourth year, 80 per cent of the wage rate prescribed in clause 1.

Thereafter, the wages prescribed in clause 1.

3. Probationers engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, during the authorised probation period: 50 per cent of the wage rate prescribed in clause 1 above.

4. Employees engaged in—

upholstering of spring or firm bed bases }

419,10

5. Employees engaged in—

(1) boring holes
 (2) filling cushions with spring interiors and/or spring units
 (3) fixing ready-made cane mats
 (4) morticing on the mortice machine only }

393,47

(5) tenoning on a single head tenoning machine only		
		<i>From the date of coming into operation of the agreement</i>
		R
(6) operating the hinge recessing machine to cut recesses for locks and hinges		
(7) setting up and/or operating drum sander, open belt sander, wide belt sander, open disc sander, bobbin sander and air-filled sander, but excluding burnishing, compounding or polishing, and all other operations that can be performed on a wide belt sander		
(8) Setting up and/or operating and/or performing work with one or more of the following machines:		393,47
(a) Jig saw		
(b) guillotine		
(c) leaf-cramp		
(9) buttoning, other than diamond quilted buttoning where it is done by hand		
6. Employees engaged in—		
(1) applying wax		
(2) bending or laminating solid timber by hand or mechanical process		
(3) bleaching of furniture		
(4) bolting all types, excluding the attachment of locks, hinges, all types of ornaments and handles not provided for in subclause (8)		
(5) burnishing and/or compounding by hand or portable sander and/or buffer		367,84
(6) filling holes, cracks and/or open grain surfaces of furniture with wood filler, plaster of Paris or similar substances		
(7) fitting castors, sockets, domes, threaded sockets or nuts, nut covers, ferules and glides		
(8) fixing handles by screws, bolts and nuts, and screwbolts, through prebored holes		
(9) fixing webbing and/or substitutes, attaching of coil springs to such webbing and/or substitutes, but excluding the lashing or such coil springs, but excluding the covering of any springs in any manner whatsoever		
(10) fixing bed irons, bed brackets, hanger bolts and plates		
(11) hooking on helical springs and/or zig-zag or no-sag type or springing		367,84
(12) inserting ornamental plastic or metal beading into prepared grooves		
(13) making an/or pointing wooden dowels and pins by hand and/or machine		
(14) painting and/or filling edges prior to polishing or spraying		
(15) riempie work (the attachment or riempies to chairs, stools and couches)		
(16) removing polish or paint from polished or painted furniture		
(17) sandpapering by hand and/or portable sander, regardless of whether the article sand papered is stationery or rotating and/or whether the portable sander is fixed or loose		370,59
(18) spraying metal		
(19) staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors		
(20) stippling the background of carving		
(21) tacking on bottoms to upholstered articles and of cardboard, calico or similar material backs to upholstered headboards		
(22) tacking plywood on to loose seat frames prior to upholstery		
(23) teasing coir or other materials by machine		
(24) touching up by hand only furniture sprayed and finished with a pigmented but not translucent lacquer		367,84
(25) unscrewing doors and fittings from furniture so that such doors and furniture can be waxed or polished		
(26) attaching mirrors by means of adhesive tape		
(27) feeding and/or off-loading and/or operating flow coating machines, but excluding the setting up thereof		
(28) stapling gauze on to loudspeakers and/or other panels		
(29) making moulded embellishments for carving only		
(30) all bolting, including the bolting of fittings		
(31) tacking or stapling cardboard or any substitutes to bare frames		

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7. Employees engaged in—

- (1) bedding making, which means the manufacture by hand or mechanical appliance either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interiors, all types of wire springs, chain and/or spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts; the knocking on and/or hooking on of spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations contained in clauses 8, 9 and 14 (9).....

397,76

- (2) filling of cushions with spring interiors and/or spring units.....
(3) laying out filling material upon a spring unit used in mattresses and cushions.....
(4) operating a top quilting machine.....
(5) preparing frames and rollers for the top quilting machine.....
(6) rol edging by hand or machine.....
(7) securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress.....
(8) securing, sewing or stapling interlaced pads to spring units, whether by hand or machine.....
(9) side stitching borders.....
(10) stuffing filling into mattress cases, whether by hand or machine.....
(11) tape edging a spring interior mattress.....
(12) tufting by hand or machine.....
(13) weaving spring mesh.....

397,76

8. Employees engaged in—

- (1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....
(2) closing up, by hand or machine, the mouth of a mattress.....
(3) closing pillows, cushions, and bolsters.....
(4) cutting tops, borders and cases for mattresses, covered bed bases and bedpillows.....
(5) joining border lengths.....
(6) operating a border quilting machine, irrespective of whether the quilting of the border is produced by thread or eyelets.....
(7) sewing mattress handles to borders.....
(8) sewing quilted borders onto mattress units prior to tape edging.....

385,44

9. Employees engaged in—

- (1) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....
(2) assisting the mattress-maker in filling a mattress and/or the temporary closing of covers of mattresses and borders by means of skewers and/or pins.....
(3) attaching spring units to bed frames.....
(4) affixing lugs to mattress frames, excluding boring and morticing the rails.....
(5) attaching loops to buttons or tufts.....
(6) attending a loopmaking machine.....
(7) bolting by hand of bed mattress frames, studio couch frames and cots.....
(8) cutting and making pads, irrespective of materials used.....
(9) cutting quilted borders to length.....
(10) feeding an interlacing machine.....
(11) fitting castors and sockers, but excluding the boring of holes.....
(12) fixing bed irons and/or bed brackets.....
(13) hanging loops on needles in compression tufting.....
(14) loading, loops on needles in compression tufting.....
(15) operating a teasing machine.....
(16) positioning and fixing laths, lath cleats and/or cross-bars and/or fixing webbing to mattress or bed frames.....

367,84

*From the date
of coming into
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agreement*

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(17) positioning and securing a mesh to a mattress frame	}	367,84
(18) preparing spools for border quilting machine		
(19) punching holes and fitting ventilators and handles to mattress borders		
(20) staining and/or varnishing, by hand, frames for bedding		

10. Learners employed in learning the classes of work referred to in clause 7.

For the first six months of employment, 50 per cent of the wage prescribed in clause 7.

For the second six months of employment, 60 per cent of the wage prescribed in clause 7.

For the third six months of employment, 70 per cent of the wage prescribed in clause 7.

For the fourth six months of employment, 80 per cent of the wage prescribed in clause 7.

Thereafter, the wages prescribed in clause 7.

11. Employees engaged in any operation or process, either in whole or in part performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords bolsters pelmets or curtains and/or in tacking, glueing or stapling gimp and/or fringes, but excluding cutting covers.....	}	385,44

12. Learners employed in learning the class of work referred to in clause 11:

For the first six months of employment, 50 per cent of the wage prescribed in clause 11.

For the second six months of employment, 60 per cent of the wage prescribed in clause 11.

For the third six months of employment, 70 per cent of the wage prescribed in clause 11.

For the fourth six months of employment, 80 per cent of the wage prescribed in clause 11.

Thereafter, the wages prescribed in clause 11.

13. Employees engaged in—

(1) applying and/or spreading glue and glue hardeners by hand, brush or machine, but expressly excluding putting together or assembling furniture parts. This exclusion shall not apply to the employees referred to in subclause (39) hereunder	}	357,06
(2) assisting a furniture machinist in handling materials before and after machining.....		
(3) assisting upholsterers by holding cover		
(4) attending boiler, incinerator and/or oven		
(5) attending to dust bags and/or cyclones from sanding machines		
(6) baling and dipping upholstery springs		
(7) beating and/or teasing coir by hand		
(8) bending, riveting, drilling and/or assembling metal parts		
(9) cleaning and blowing down equipment		
(10) cleaning machinery, plant, tools, spray guns and utensils		
(11) cleaning and sweeping premises		
(12) cleaning metal rods		
(13) cutting metal rods, hinges, metal tubes, metal strips, chain, wire hoop and all similar materials		
(14) cutting and gluing together rubber or substitutes and fixing such rubber or substitutes on to bare frames and seats and flypieces, and fixing and/or gluing such rubber or substitutes to material covers prior to quilting, but excluding the sewing, stapling or tacking thereof		
(15) the delivery of messages	}	357,06
(16) delivery by manually propelled vehicles		
(17) filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units		
(18) fixing any kind of glue block		
(19) gluing sandpaper discs		
(20) glue-mixing, mass-measuring and preparing		
(21) handling and carrying materials.....		
(22) inserting rubber units into mattress cases.....		

From the date
of coming into
operation of the
agreement

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- (23) inserting screws preparatory to screwing.....
- (24) knocking in dowels and/or corrugated fasteners.....
- (25) lime washing.....
- (26) loading and unloading jigs with material in preparation for machining: Provided that such jigs are not used for cramping of furniture parts.....
- (27) loading and unloading kilns.....
- (28) loading and/or unloading vehicles.....
- (29) loading and unloading vacuum bags and presses of any kind.....
- (30) making buttons.....
- (31) making and jointing sandpaper or discs and belts for open belt sander.....
- (32) making tea or other similar beverages.....
- (33) marking by template, pattern and/or jig in preparation for machining and/or cutting.....
- (34) oiling and greasing machines and/or vehicles.....
- (35) operating the tenon squashing machine.....
- (36) operating veneer presses, but excluding the pressing together of machined and/or veneered parts.....
- (37) packing articles into cartons and/or cardboard containers and/or bags and thereafter filling and closing such cartons and containers and bags.....
- (38) pushing or pulling a vehicle or handcart.....
- (39) assisting in putting together or assembling furniture parts which are to be cramped or are being cramped or clamped: Provided that the ratio of such assistants to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping or clamping shall not exceed two to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in clause 1 of this Part.....
- (40) removing the glue from furniture.....
- (41) removing veneer edges.....
- (42) removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes.....
- (43) riveting or making threads on iron bolts and rods.....
- (44) stacking parts after pressing.....
- (45) straightening and/or cutting hoop iron used for webbing.....
- (46) straining materials.....
- (47) stripping upholstery and bedding.....
- (48) taping veneers and attending veneer press.....
- (49) taping, stapling and/or tacking veneers, plywood and hardboard on to frames or core material for pressing.....
- (50) tapeless jointing by machine.....
- (51) teasing coir or any other materials by hand.....
- (52) treating timber for preservation.....
- (53) unpacking, baling and unbaling raw materials.....
- (54) veneering edges.....
- (55) mass-measuring pillows, bolsters, quilts and cushions.....
- (56) washing and/or wiping off glue.....
- (57) wrapping in paper or cardboard and/or plastic sheeting.....
- (58) rasping and/or filing and/or scraping (operations for carving only).....
- (59) stipple punching for carving.....
- (60) affixing strengthening wood strips to completed furniture for the purpose of packing or transporting.....
- (61) making packing crates and/or cases for furniture and parts thereof.....
- (62) packing furniture and/or furniture parts in hessian, crates, cardboard containers or plastic sheeting and the closing thereof.....
- (63) removing fittings and/or parts from articles of furniture to facilitate transport and/or packing.....
- (64) assisting the mattress-maker in the operation of a deep (top) quilting machine.....

357,06

14. Employees employed—

	For the period ending 30/06/98 Per week R
(1) in welding other than spot welding	504,46
(2) in spot welding	378,62
(3) in maintenance of machinery	504,46
(4) as despatch clerk, storeman, timekeeper	378,62
(5) as caretaker, watchman	369,27
(6) as driver of a motor vehicle the unladen mass of which exceeds 4 540 kg according to licence	404,36
(7) as driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers, does not exceeds 4 540 kg according to licence	389,40
(8) as driver of a fork lift vehicle	367,84
(9) in connection with any processes in the construction of spring interiors and/or spring units and the manufacture of their component parts	367,84
	Per month R
15. <i>Office employees:</i> Notwithstanding anything to the contrary in this Agreement, employees engaged in writing, filing or any other form of clerical work and including cashiers and telephone operators shall be paid not less than	1 504,20
16. <i>Foremen:</i> 16 per cent above the minimum wage prescribed in this Agreement for a category of employees under supervision: Provided that where a foreman supervises more than one category of employees the wage rate prescribed for the highest category under supervision plus 16 per cent, shall apply	

9. ANNEXURE A

Substitute the expression "Holiday Fund—

12½%—43 hours or more

7½%—less than 43 hours to 42½ hours

16½%—less than 42½ hours for the expression—

"Holiday Fund—

12½%—40 hours or more

7½%—less than 40 hours."

Signed at Salt River, on behalf of the parties, this 1st day of October 1997.

P. SYMONS

Chairman

P. DAMPIES

Vice-Chairman

T. O. MILES

Secretary

No. R. 629

30 April 1998

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND: WYSIGING VAN HOOFOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die 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 Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE AANNEMINGSNYWERHEID, TRANSVAAL

OOREENKOMS

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

Cape Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland,

tot wysiging van die Hofooreenkoms van die Raad gepubliseer by Goewermmentskennisgewing No. R. 19 van 7 Januarie 1994 en verleng en hernu by Goewermmentskennisgewings Nos. R. 657 van 15 April 1994, R. 2040 van 25 November 1994, R. 440 van 25 Maart 1995 en R. 2067 van 13 Desember 1996.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—
- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Nywerheid betrokke en daarin werksaam is; en
- (b) in die landdrostdistrikte Barkly-Wes, Beaufort-Wes, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Die Kaap, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (K.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuilsrivier, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, en die gedeelte van die landdrostdistrik Postmasburg wat voor die publikasie van Goewermmentskennisgewing No. 1254 van 27 Junie 1975 in die landdrostdistrik Kuruman geval het, maar uitgesonderd die gedeelte van die landdrostdistrik Kuruman wat voor die publikasie van Goewermmentskennisgewing No. 1314 van 28 Augustus 1964 in die landdrostdistrikte Philipstown, Postmasburg, en Prieska geval het.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—
- (a) slegs op werknemers vir wie lone by hierdie Ooreenkoms voorgeskrif word en op die werkgewers van sodanige werknemers;
- (b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is.
- (3) Ondanks subklousules (1) en (2) is slegs die bepalings van hierdie Ooreenkoms soos vervat in klousules 18, 21, 24 en 38 (2) van toepassing op 'n werkgewer of 'n voorwaarde wat daarkragtens gestel is.
- (a) hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf; en
- (b) in of in verband met sodanige besigheid 'n maksimum van vier werknemers in diens het: Met dien verstande dat hy die berekening van die aantal werknemers 'n werkende werkgewer geag word 'n werknemer te wees: Met dien verstande voorts dat waar so 'n werkgewer verkies om vrywillig by te dra tot enige van die fondse wat deur die Raad geadministreer word, al die bepalings van hierdie Ooreenkoms op sodanige werkgewer van toepassing is.

2. 2: GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 (1) van die Wet vasstel en bly van krag tot 10 Mei 1998.

3. KLOUSULE 10: OORTYD

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

"(c) Vir tyd gewerk op 'n openbare vakansiedag bedoel in klousule 13 (1) (a), moet 'n werknemer, benewens die dag se loon wat ten opsigte van elk van hierdie dae verskuldig is, teen die gewone uurloonskaal besoldig word."

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

"Vir tyd wat by ooreenkoms tussen 'n werkgewer en minstens 75 persent van sy werknemers ingewerk word in plaas van gewone werktyd wat verlore sal gaan weens die sluiting van 'n fabriek op enigeen van die dag wat in subklousule 13 (1) (a) gemeld word, moet 'n werknemer besoldig word teen die gewone loon van die betrokke werknemer. Met dien verstande dat die tyd ingewerk moet word gedurende die vier weke voor sodanige sluiting op die onderskeie dae.

4. KLOUSULE 13: VAKANSIEDAE EN DIE VAKANSIE- EN BONUSFONDS

Vervang subklousule 13 (1), (a), (b), (c) en (d) deur die volgende:

- "(1) Die volgende openbare vakansiedae is betaalde openbare vakansiedae ingevolge die Wet op Openbare Vakansiedae, 1994:

Nuwejaarsdag—1 Januarie
 Menseregte—21 Maart
 Goeie Vrydag—Vrydag voor Paas-Sondag
 Gesinsdag—Maandag na Paas-Sondag
 Vryheidsdag—27 April
 Werkersdag—1 Mei
 Jeugdag—16 Junie
 Nasionale Vrouedag—9 Augustus
 Erfenisdag—24 September
 Versoeningsdag—16 Desember
 Kersdag—25 Desember
 Welwillendheidsdag—26 Desember".

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

"(2) Die dae soos vermeld in subklousule (1) is openbare vakansiedae, en wanneer enige openbare vakansiedag op 'n Sondag val, is die daaropvolgende Maandag 'n openbare vakansiedag ingevolge artikel 2 (1) van die Wet op Openbare Vakansiedae, 1994."

- (3) Vervang klousule (5) (b) deur die volgende:

"(b) Die totale bedrag van die besoldiging wat die werknemer sou verdien het gedurende die tyd toe daar van hom op versoek of op las van sy werkgewer vereis is om nie te werk nie en sluit die totale bedrag in wat die werknemer sou verdien asof normale ure gewerk was vir die periode van afwesigheid weens korttyd."

5. KLOUSULE 18: REGISTRASIE VAN WERKGEWERS

In die opmerking by subklousule (1), vervang "Posbus 964, Kaapstad, 8000" deur "Posbus 1123, Woodstock, 7915."

6. KLOUSULE 40: PROEFTYDPERK

Vervang die uitdrukking "10 dae" in klousule 40 deur die uitdrukking "15 dae".

7. KLOUSULE 42: UITTREETLOON

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

"(b) een bykomende week se loon vir elke voltooide jaar diens."

8. DEEL II

Vervang Deel II deur die volgende:

"DEEL II

Die lere wat hieronder voorgeskryf word, is behoudens die bepalings van klousule 50 van toepassing ooreenkomstig klousule 26 van Deel I van die Ooreenkoms:

1. Met uitsondering van die werknemers bedoel in klousules 2 tot en met 15 hieronder, moet elke werknemer in diens in al of enige van die werksaamhede wat in die Meubelnywerheid verrig word op die datum waarop hierdie Ooreenkoms in werking tree, minstens die minimum loon betaal word wat hieronder voorgeskryf word: Met dien verstande dat daar vir elke nuwe werksaamheid wat ingestel word en wat nie in klousule 2 tot en met 15 vermeld word nie, betaal moet word teen minstens die minimum loon by hierdie klousule voorgeskryf word, tot tyd en wyl die Raad die loonskaal vir die werksaamheid vasgestel het.

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Minimum loon per week.....	504,46
2. Kwekelinge in diens om die werksaamhede te leer wat deur klousule 1 van Deel II van hierdie Ooreenkoms gedek word:	
Vir die eerste jaar, 50 persent van die loon by klousule 1 voorgeskryf.	
Vir die tweede jaar, 60 persent van die loon by klousule 1 voorgeskryf.	
Vir die derde jaar, 70 persent van die loon by klousule 1 voorgeskryf.	
Vir die vierde jaar, 80 persent van die loon by klousule 1 voorgeskryf.	
Daarna, die lone by klousule 1 voorgeskryf.	
3. Proefleerlinge werksaam in 'n ambag of vertakking van 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, gedurende die gemagtigde proeftydperk: 50 persent van die loonskaal by klousule 1 hierbo voorgeskryf.	
4. Werknemers wat—	
veer- of vaste basisse van beddens stoffeer.....	419,10
5. Werknemers wat—	
(1) gate boor.....	393,47
(2) kussings met veerbinnewerk en/of veereenhede vul.....	
(3) klaargemaakte rottangmatte vassit.....	
(4) tapgate slegs op tapmasjien boor.....	
(5) tapsny slegs op enkelkoaptapsnymasjien.....	
(6) die uitholmasjien bedien om uithollings vir slotte en skaniere te sny.....	
(7) 'n dromskuurder, oopskyfskuurder, tolskuurder en lugge vulde skuurder opstel en/of bedien maar geen bruining, mengwerk of polering nie—en alle ander werksaamhede wat met 'n wyebandskuurder gedoen kan word, verrig.....	
(8) een of meer van die volgende masjiene opstel en/of bedien en/of werk daarmee verrig:	
(a) 'n Uitsnysaag.....	
(b) 'n guillotine.....	
(c) 'n bladklamp.....	
(9) knope aanwerk, uitgesonderd die aanwerk van knope met die hand by diamant-vormige deurstikwerk.....	
6. Werknemers wat—	
(1) was aansit.....	367,84
(2) soliede hout met die hand of maganies buig of lamelleer.....	
(3) meubels bleik.....	
(4) alle soorte boutwerk doen, uitgesonderd die aansit van slotte, skaniere, alle soorte ornamente en handvatsels wat nie in subklousule (8) gemeld word nie.....	
(5) met die hand of 'n draagbare skuurder en/of fynskuurmasjien bruineer en/of mengwerk doen.....	
(6) gate, barste en/of grofdradige oppervlakke in meubels met houtvulsels, gips of dergelyke stowwe vul.....	
(7) rolwielletjies, sokke, koepels, skroefsokke of moere, moerdeksels, beslagringe en glystukke aansit.....	
(8) handvatsels deur middel van skroewe, boute, moere en skroefboute deur vooraf geboorde gate vasheg.....	
(9) singelband en/of plaasvervangers aansit, kronkelvere aan sodanige singelband en/of plaasvervangers aansit, maar nie sodanige kronkelvere vaswoel nie. Dié werk sluit die bedekking van vere op watter manier ook al uit.....	
(10) bedysters, bedarmpies, hangerboute en plate aansit.....	367,84
(11) heliese vere en/of sigsag- of nie-insakveerwerk inhaak.....	
(12) ornamentele kraallyswerk van plastiek of metaal in gemaakte groewe plaas.....	
(13) houttappen en pene met die hand en/of 'n masjien maak en/of afspits.....	
(14) rande verf en/of vul voor polering of bespuiting.....	
(15) riempiewerk doen (riempies aan stoele, bankies en rusbanke vasheg).....	
(16) politoer of verf van gepoleerde of geverfde meubels verwyder.....	

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(17)	met die hand en/of draagbare skuurder skuur, ongeag of die artikel wat geskuur word stilstaan of draai en/of die draagbare skuurder los of vas is	370,59
(18)	metaal bespuit	
(19)	slegs met die hand beits, olie en/of hernuwe en oortollige olie en grint uit binnestes verwyder	367,84
(20)	die agtergrond van houtsnijwerk stippel	
(21)	onderstukke aan gestoffeerde artikels vasspyker en rugkante van karton, kaliko of soortgelyke materiaal aan gestoffeerde kopplanke vasspyker	
(22)	laaghout aan los sitplekrame vasspyker voordat dit gestoffeer word	
(23)	klapperhaar of ander materiaal met 'n masjien uitpluit	
(24)	slegs met die hand meubels opknop wat bespuit en afgewerk is met 'n lakvernis wat gepigmenteer maar nie deurskynend is nie	
(25)	deure en toebehore van meubels afskroef sodat sodanige deure en meubels bewas of gepoleer kan word	
(26)	spieëls deur middel van kleefband vassit	
(27)	vloeibestrykingsmasjiene voer en/of ontlai en/of bedien, maar nie opstel nie	
(28)	gaas op luidsprekers en/of ander panele vaskram	
(29)	gevormde versierwerk maak selgs vir uitsnywerk	
(30)	alle boutwerk, met inbegrip van die vasbout van toebehore	
(31)	karton of plaasvervangers daarvan aan kaalrame vasspyker of vaskram	

7. Werknemers wat—

(1)	beddegoed maak, waarby bedoel word die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeelte, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, katoenvulsel, haarveselwol, vere, gras, kaf, strooi, rubber, of 'n ander dergelyke stof; of 'n kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoelkussings, peule, bomatrasse, bedspreie, veermatrasdrade, kettingveermase, mase, spiraalvere en heliese vere aan rame vir beddegoed, aanklop en/of aanhaak, maar met uitsluiting van die diverse werksaamhede in klousules 8, 9 en 14 (9)	397,76
(2)	stoelkussings met veerbinnewerk en/of veereenhede vul	
(3)	vulsel spreid of veereenhede wat in matrasse en stoelkussings gebruik word	397,76
(4)	'n topdeurstikmasjien bedien	
(5)	rame en rollers vir die topdeurstikmasjien berei	
(6)	rolkantwerk met die hand of 'n masjien doen	
(7)	matrastoppe, hetsy gestik of nie, in posisie vassit om 'n vooraf geboude binnewerk of binneveermatras te bou	
(8)	deurgevlegte kussinkies met die hand of 'n masjien aan veereenhede vassit, vasstik of vaskram	
(9)	rande systik	
(10)	vulsel met die hand of 'n masjien in matrasslope instop	
(11)	bande aan kante van 'n binneveermatras vasstik	
(12)	kwassies met die hand of 'n masjien maak	
(13)	veermaas vleg	

8. Werknemers wat—

(1)	alle stikwerk doen wat nodig is by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortreksels en onderdele	385,44
(2)	met die hand of 'n masjien die bek van die matras toewerk	
(3)	kopkussings, stoelkussings en peule toewerk	
(4)	toppe, rande en oortreksels vir matrasse, bedekte bedvoetstukke en kopkussings uitsny	
(5)	kantlengtes saamvoeg	
(6)	'n randdeurstikmasjien bedien, ongeag of die rand met draad of met ogies deurgestik word	
(7)	matrashandvatsels aan kante vasstik	
(8)	gestikte rande aan matraseenhede vasstik voordat die bande aangestik word	

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9. Werknemers wat—

- | | | |
|--|---|--------|
| (1) geweeft draadmes en kettingveermaas in rame vir beddegoed monteer, daaraan vasslaan of vashaak, ongeag die materiaal waarvan die rame gemaak is..... | } | 367,84 |
| (2) 'n matrasmaker help om matrasse te vul en/of slope van matrasse en rande tydelik te sluit deur middel van steek penne en/of spelde..... | | |
| (3) veereenhede aan bedrame heg..... | | |
| (4) handvatsels aan matrasmate heg, maar nie hoekysters boor en tap nie..... | | |
| (5) lusse aan knope of kwassies heg..... | | |
| (6) 'n lusmasjien bedien..... | | |
| (7) bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout..... | | |
| (8) kussinkies uitsny en maak, ongeag die materiaal gebruik..... | | |
| (9) deurgestikte kante volgens lengte uitsny..... | | |
| (10) 'n deurvlegmasjien onder..... | | |
| (11) rolwieleetjies en sokke aansit maar nie gate boor nie..... | | |
| (12) bedysters en/of bedarmpies aansit..... | | |
| (13) lusse by drukpluiskwerk aan naalde hang..... | | |
| (14) 'n doekspreimasjien laai, stoot en bedien..... | | |
| (15) 'n uitpluiskmasjien bedien..... | | |
| (16) latte, latklampe en/of dwarsstawe in posisie plaas en vassit en/of singelband aan matrasse of bedrame heg..... | | |
| (17) 'n maas op 'n matrasmate in posisie plaas en daaraan heg..... | | |
| (18) spoel vir 'n randdeurstikmasjien berei..... | | |
| (19) pons van gate en die aanbring van luggate en handvatsels aan matrasmate..... | } | 367,84 |
| (20) rame vir beddegoed met die hand beits en/of vernis..... | | |

10. Leerlinge in diens om die klasse werk bedoel in klousule 7 te leer:

Vir die eerste ses maande diens, 50 persent van die loon by klousule 7 voorgeskryf.
Vir die tweede ses maande diens, 60 persent van die loon by klousule 7 voorgeskryf.
Vir die derde ses maande diens, 70 persent van die loon by klousule 7 voorgeskryf.
Vir die vierde ses maande diens, 80 persent van die loon by klousule 7 voorgeskryf.
Daarna, die lone by klousule 7 voorgeskryf.

- | | | |
|--|---|--------|
| 11. Werknemers wat uitsluitlik of gedeeltelik werksaam is in enige van die volgende werksaamhede of prosesse wat met die hand of 'n meganiese toestel verrig word: Glipsteekwerk, vasnaai.. en/of aanmekaarvoeg van oortreksels, klappe, stoelkussings, koorde, peule, gordynkappe of gordyne en/of vasryg, vaslym of vaskram van omboorsel en/of fraiings, maar nie die uitsny van oortreksels nie..... | } | 385,44 |
|--|---|--------|

12. Leerlinge in diens om die klas werk bedoel in klousule 11 te leer:

Vir die eerste ses maande diens, 50 persent van die loon by klousule 11 voorgeskryf.
Vir die tweede ses maande diens, 60 persent van die loon by klousule 11 voorgeskryf.
Vir die derde ses maande diens, 70 persent van die loon by klousule 11 voorgeskryf.
Vir die vierde ses maande diens, 80 persent van die loon by klousule 11 voorgeskryf.
Daarna, die lone by klousule 11 voorgeskryf.

13. Werknemers wat—

- | | | |
|--|---|--------|
| (1) lym en lymverharders met die hand, was of masjien aansit en/of spreid, maar uitdruklik met uitsondering van die aanmeekaarsit of monteer van meubelonderdele
Hierdie uitsonderings is nie van toepassing op die werknemers wat in subklousule (39) hieronder gemeld word nie..... | } | 357,06 |
| (2) 'n meubelmasjienwerker help om materiale voor en na masjienwerk te hanteer..... | | |
| (3) 'n stoffeerder help deur die oortreksel vas te hou..... | | |
| (4) 'n stoomketel, verbrander en/of oond bedien..... | | |
| (5) toesig hou oor stofsakke en/of siklone van skuurmasjiene..... | | |
| (6) stoffeerspringvere baal en indompel..... | | |
| (7) klapperhaar met die hand uitklop en/of uitpluis..... | | |
| (8) metaaldele buig, klink, boor en/of inmeekaarsit..... | | |
| (9) uitrusting skoonmaak en vee..... | | |

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- (10) masjinerie, uitrusting, gereedskap, spuittoestelle en werktuie skoonmaak.....
- (11) persele skoonmaak en -blaas.....
- (12) metaalstawe skoonmaak.....
- (13) metaalstawe, skarniere, metaalbuis, metaalstrokies, kettings, hoepelyster en alle dergelike materiaal sny.....
- (14) rubber of plaasvervangers sny en vaslym en sodanige rubber of plaasvervangers aan kaal rame en sitplekke en teenstroke vasheg, en sodanige rubber of plaasvervangers aan stofbekleding vasheg en/of vaslym voordat dit gestik word, maar dit nie vaswerk, vaskram of vasryg nie.....
- (15) boodskappe aflewer.....
- (16) met handvoertuie aflewer.....
- (17) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veereenhede nie.....
- (18) enige soort gelymde blok vasheg.....
- (19) skuurpapierskywe vaslym.....
- (20) lym meng, massameet en berei.....
- (21) materiaal hanteer en dra.....
- (22) rubbereenhede in matrasslope insit.....
- (23) skroewe insteek voordat dit vasgeskroef word.....
- (24) tappenne en/of kartelkramme inslaan.....
- (25) afwit.....
- (26) klemtoestelle met materiaal laai en ontlai ter voorbereiding vir masjienering: Met dien verstande dat sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kramp nie.....
- (27) droogoonde laai en ontlai.....
- (28) voertuie laai en/of aflai.....
- (29) alle soorte vakuumsakke en perse laai en ontlai.....
- (30) knope maak.....
- (31) skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg.....
- (32) tee of ander dergelike drank maak.....
- (33) met leipatroonplaat, patroon en/of setmaat afmerk ter voorbereiding vir masjienering en/of snywerk.....
- (34) masjiene en/of voertuie olie en smeer.....
- (35) tapplatdrukmasjiene bedien.....
- (36) fineerperse bedien, maar nie gemasjineerde of gefineerde dele saampers nie.....
- (37) artikels in kartonne en/of kartonhouers en/of sakke verpak en daarna dié kartonne en kartonhouers en sakke vul en toemaak.....
- (38) 'n voertuig of handkar stoot of trek.....
- (39) help met die inmeekaarsit of montering van meubelonderdele wat vasgeklamp word of nog geklem of geklamp moet word: Met dien verstande dat die verhouding van sodanige assistente tot werknemers wat klem- of klampwerk doen en wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskrif word hoogstens twee tot een mag wees en dat sodanige assistente nie geag moet word assistente te wees nie tydens die afwesigheid van voornoemde werknemer wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskrif word.....
- (40) lym van meubels verwyder.....
- (41) fineerrande verwyder.....
- (42) lym en papier van geperste fineerhout, gom of ander bande verwyder, afwas en/of skoonmaak.....
- (43) ysterboutte en -stawe vasklink of draad daaraan sny.....
- (44) onderdele en parswerk opstapel.....
- (45) hoepelyster wat vir singelbandwerk gebruik word reguit maak en/of sny.....
- (46) materiaal deursyg.....
- (47) stoffeersel en beddegoed uitmekaarhaal.....
- (48) fineerhout vasbind en 'n fineerpers bedien.....
- (49) fineerstukke, laaghout en hardbord met bande, kramme en/of hegspykers vir parswerk aan rame of kernmateriaal vassit.....
- (50) bandlose laswerk met 'n masjien doen.....
- (51) klapperhaar of ander materiaal met die hand pluus.....
- (52) hout vir preservering behandel.....

357,06

Vanaf die datum
wat die ooreen-
koms geldig word

R

(53)	grondstowwe uitpak, baal en uit bale haal	357,06
(54)	rande fineer.....	
(55)	kopkussings, peule, bedspreie en stoelkussings massameet.....	
(56)	lym afwas en/of afvee.....	
(57)	artikels in papier of karton en/of plastiekstroke toedraai	
(58)	rasper en/of vyl en/of skraap (werksaamhede slegs vir uitsnywerk).....	
(59)	stippelpons vir uitsnywerk.....	
(60)	versterkende houtstroke aan afgewerkte meubels aanbring vir verpakings of ver- voerdoeleindes	
(61)	verpakingskratte en/of kaste vir meubels en dele daarvan maak	
(62)	meubels en/of meubeldele in going, kratte, kartonhouers of plastiekstroke verpak en dit toemaak	
(63)	toebehore en/of dele van meubelstukke verwyder om die vervoer- en/of verpakking daarvan te vergemaklik	357,06
(64)	die matrasmaker help om 'n diep (top) deurstikmasjien te bedien.....	

14. Werknemers in diens—

Vir die
tydperk wat
op 30/06/98
eindig
Per week
R

(1)	vir sweiswerk, uitgesonderd puntsweierwerk.....	504,46
(2)	vir puntsweiswerk	378,62
(3)	vir onderhoud van masjinerie	504,46
(4)	as versendingsklerk, magasynman, tydopnemer	378,62
(5)	as opsigter, wag.....	369,27
(6)	as drywer van 'n motorvoertuig waarvan die onbelaste massa volgens lisensie meer as 4 540 kg is	404,36
(7)	as drywer van 'n motorvoertuig waarvan die onbelaste massa saam met dié van 'n sleepwa of sleepwaens volgens lisensie hoogstens 4 540 kg is	389,40
(8)	as drywer van 'n vurkhuyswa	367,84
(9)	in verband met die prosesse by die bou van veerbinnewerk en/of veereenhede en die vervaardiging van hul samestellende dele	367,84

Per maand
R

15. *Kantoorwerknemers:* Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet werknemers wat skryf-, liasseer- of 'n ander vorm van klerklike werk verrig, met inbegrip van kassiere en telefoniste minstens die volgende betaal word..... 1 504,20
16. *Voormanne:* 16 persent bo die minimum loon in hierdie Ooreenkoms voorgeskryf vir 'n kategorie werknemers onder toesig: Met dien verstande dat waar 'n voorman toesig het oor meer as een kategorie werknemers, die loonskaal voorgeskryf vir die hoogste kategorie onder toesig, plus 16 persent, van toepassing is.

9. AANHANGSEL A

Vervang die uitdrukking "Vakansiefonds—

12½%—43 uur of meer

7½%—minder as 43 uur tot 42½ uur

16½%—minder as 42½ uur" deur die volgende:

"Vakansiefonds—

12½%—40 uur of meer

7½%—minder as 40 uur."

Geteken te Soutrivier op hede die 1ste dag van Oktober 1997.

P. SYMONS

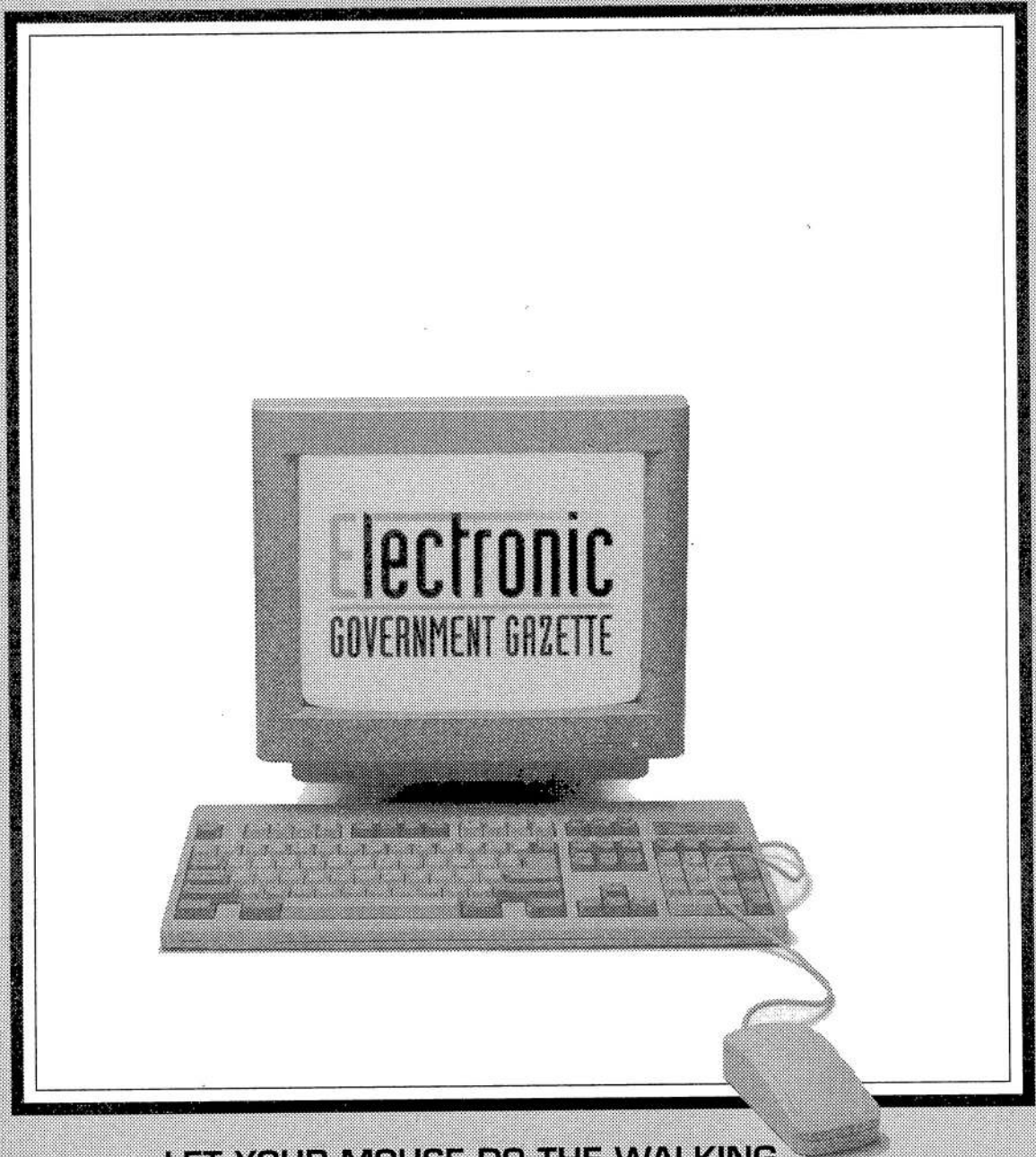
Voorsitter

P. DAMPIES

Ondervoorsitter

T. O. MILES

Sekretaris



LET YOUR MOUSE DO THE WALKING

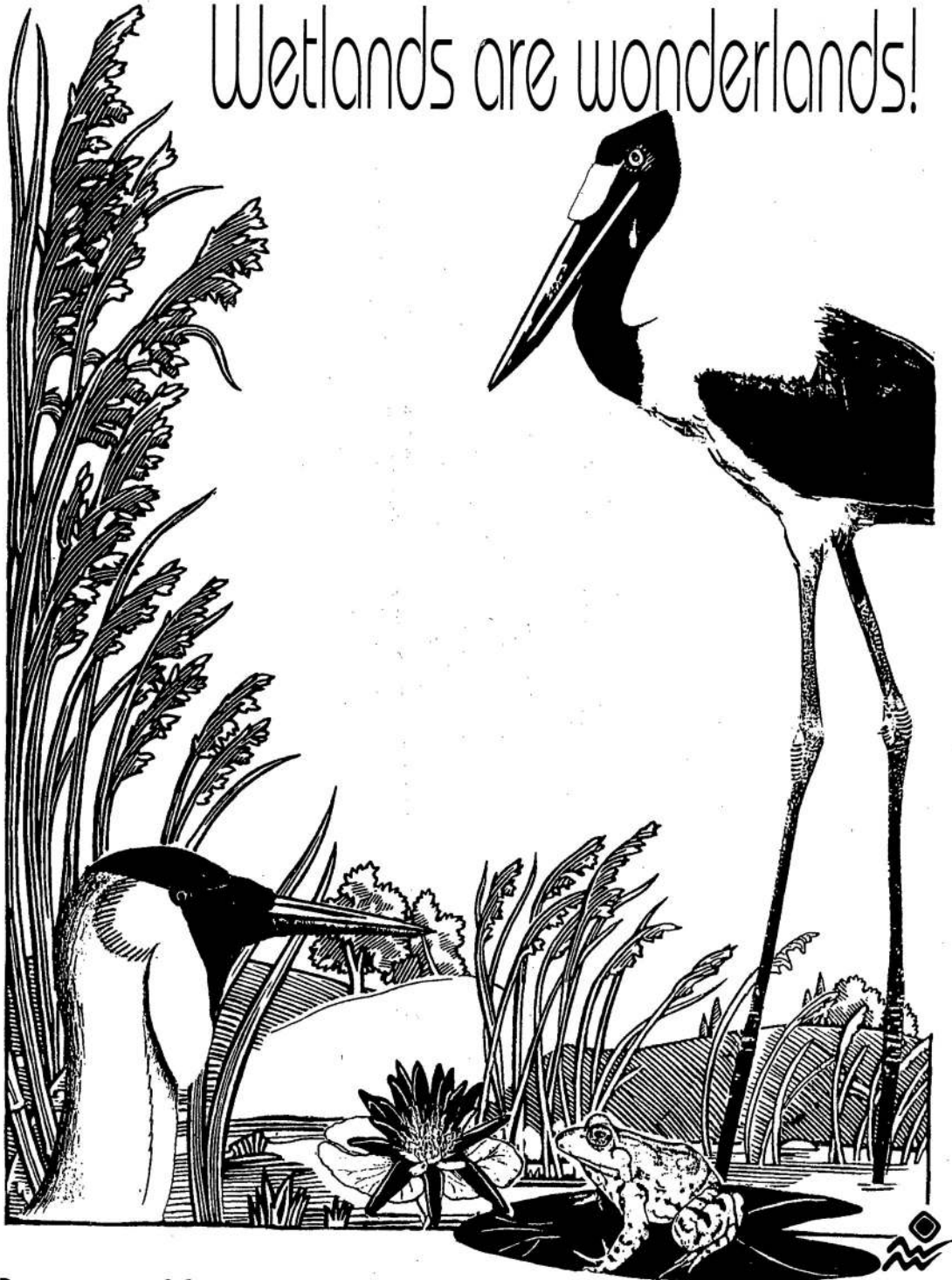
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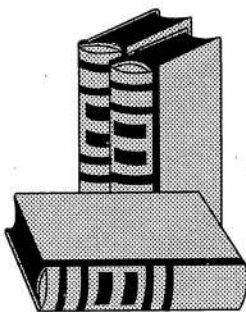
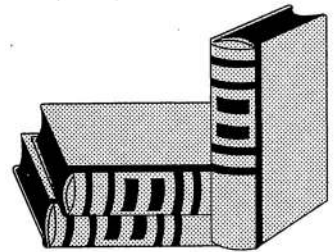
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Wetlands are wonderlands!



Department of Environmental Affairs and Tourism

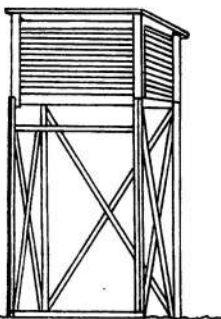
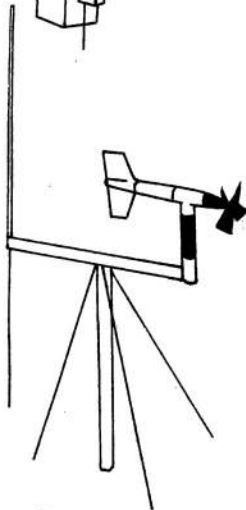
Where is the largest amount of meteorological information in the whole of South Africa available?



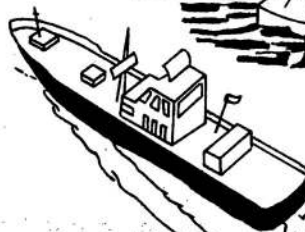
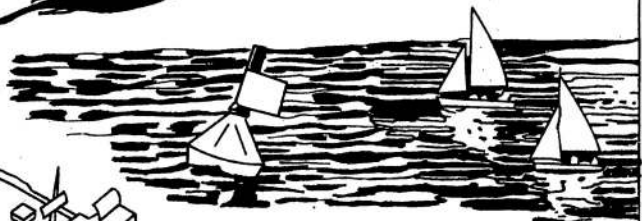
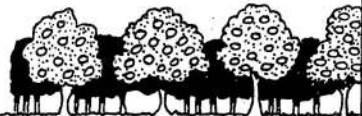
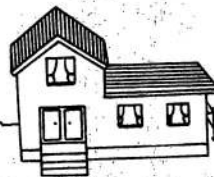
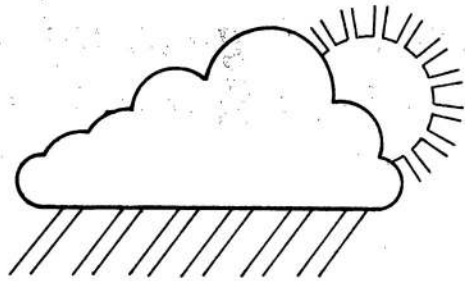
Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

SA WEATHER BUREAU SA WEERBURO



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DEPT. OF ENVIRONMENTAL AFFAIRS AND TOURISM · DEPT. VAN OMGEWINGSAKE EN TOERISME

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