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GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 1099

2 June 1989

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

DAIRY SCHEME.—PURCHASE PRICES OF MILK AND CREAM—AMENDMENT

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Dairy Board referred to in section 6 of the Dairy Scheme published by Proclamation No. R. 290 of 1978, as amended, has under section 34 of the said Scheme amended the Schedule to Government Notice No. R. 309 of 24 February 1989 to the extent set out in the Schedule hereto; and

(b) the said amendment has been approved by me and shall come into operation on date of publication hereof.

J. J. G. WENTZEL,
Minister of Agriculture.

SCHEDULE

The Schedule to Government Notice No. R. 309 of 24 February 1989, is hereby amended by the substitution in the Table under clause 3 for the expressions "527 cents" and "427 cents" where they occur in column 2, of the expressions "535 cents" and "435 cents" respectively.

368—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 1099

2 Junie 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SUIWELSKEMA.—KOOPPRYSE VAN MELK EN ROOM—WYSIGING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

(a) die Suiwelraad bedoel in artikel 6 van die Suiwelskema gepubliseer by Proklamasie No. R. 290 van 1978, soos gewysig, kragtens artikel 34 van genoemde Skema die Bylae by Goewermentskennisgewing No. R. 309 van 24 Februarie 1989 gewysig het in die mate in die Bylae hierby uiteengesit; en

(b) genoemde wysiging deur my goedgekeur is en op datum van publikasie hiervan in werking tree.

J. J. G. WENTZEL,
Minister van Landbou.

BYLAE

Die Bylae by Goewermentskennisgewing No. R. 309 van 24 Februarie 1989, word hierby gewysig deur in die Tabel onder klousule 3 die uitdrukkings "527 sent" en "427 sent" waar dit in kolom 2 voorkom, onderskeidelik deur die uitdrukkings "535 sent" en "435 sent" te vervang.

11905—1

No. R. 1138

2 June 1989

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

POTATO SCHEME.—PROHIBITION ON THE INTRODUCTION AND SALE OF CERTAIN POTATOES IN THE CONTROLLED AREA

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Potato Board referred to in section 6 of the Potato Scheme published by Government Notice No. R. 2400 of 25 November 1988, as amended, has under sections 41 and 42 of the said Scheme imposed the prohibitions set out in the Schedule;

(b) the said prohibitions have been approved by me and shall come into operation on the date of publication hereof; and

(c) Government Notices Nos. R. 860 of 27 April 1984 and R. 1554 of 25 July 1986 are repealed with effect from the said date of commencement.

J. J. G. WENTZEL,
Minister of Agriculture.

SCHEDULE

Definitions

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and—

“Class 1 and Class 2 potatoes” means potatoes which comply with specifications set out in the regulations for Class 1 potatoes and Class 2 potatoes;

“the regulations” means the regulations relating to the grading, packing and marking of potatoes intended for sale in certain areas of the Republic, made under section 89 of the Act; and

“the Scheme” means the Potato Scheme published by Government Notice No. R. 2400 of 25 November 1988, as amended.

Prohibition on the introduction of certain potatoes into the controlled area

2. No person shall introduce into the controlled area any potatoes except Class 1 and Class 2 potatoes.

Prohibition on the sale of certain potatoes in the controlled area by producers

3. No producer of potatoes shall sell in the controlled area any potatoes which he has produced, except Class 1 and Class 2 potatoes.

DEPARTMENT OF DEVELOPMENT AID

No. R. 1109

2 June 1989

DISSOLUTION OF THE MINING CORPORATION AND THE LAPSING OF CERTAIN MEASURES RELATING THERETO

It is hereby notified for general information that the following measures lapsed on the dissolution, in terms of Proclamation No. R. 119 of 1985, of the Mining Corporation with effect from 26 July 1985:

1. Proclamation No. R. 55 of 1969: Establishment of the Mining Corporation;

No. R. 1138

2 Junie 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

AARTAPPELSKEMA.—VERBOD OP DIE INBRING EN VERKOOP VAN SEKERE AARTAPPELS IN DIE BEHEERDE GEBIED

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemakingswet, 1968 (Wet No. 59 van 1968), bekend dat—

(a) die Aartappelraad bedoel in artikel 6 van die Aartappelskema gepubliseer by Goewermementskennisgewing No. R. 2400 van 25 November 1988, soos gewysig, kragtens artikels 41 en 42 van genoemde Skema die verbodsbepalings in die Bylae uiteengesit, opgelê het;

(b) genoemde verbodsbepalings deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en

(c) Goewermementskennisgewing Nos. R. 860 van 27 April 1984 en R. 1554 van 25 Julie 1986 met ingang van genoemde datum van inwerkingtreding herroep word.

J. J. G. WENTZEL,
Minister van Landbou.

BYLAE

Woordomskrywings

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

“die regulasies” die regulasies met betrekking tot die gradering, verpakking en merk van aartappels bestem vir verkoop in sekere gebiede van die Republiek, wat kragtens artikel 89 van die Wet uitgevaardig is;

“die Skema” die Aartappelskema gepubliseer by Goewermementskennisgewing No. R. 2400 van 25 November 1988, soos gewysig; en

“Klas 1- en Klas 2-aartappels” aartappels wat aan die spesifikasies voldoen wat in die regulasies vir Klas 1-aartappels en Klas 2-aartappels uiteengesit is.

Verbod op die inbring van sekere aartappels in die beheerde gebied

2. Niemand mag enige aartappels behalwe Klas 1- en Klas 2-aartappels in die omskrewe gebied inbring nie.

Verbod op verkoop van sekere aartappels en die beheerde gebied deur produsente

3. Geen produsent van aartappels mag enige aartappels wat hy geproduseer het, behalwe Klas 1- en Klas 2-aartappels in die beheerde gebied verkoop nie.

DEPARTEMENT VAN ONTWIKKELINGS-
HULP

No. R. 1109

2 Junie 1989

ONTBINDING VAN DIE MYNBOUKORPORASIE EN DIE VERVAL VAN MAATREËLS WAT DAARMEE IN VERBAND STAAN

Hierby word vir algemene inligting bekendgemaak dat ondergenoemde maatreëls by ontbinding van die Mynboukorporasie ingevolge Proklamasie No. R. 119 van 1985 met ingang van 26 Julie 1985 verval het:

1. Proklamasie No. R. 55 van 1969: Instelling van die Mynboukorporasie;

2. Proclamation No. R. 102 of 1987: Change of name of the Mining Corporation; and

3. Government Notices Nos. R. 456 and R. 457, both dated 28 March 1969: Regulations relating to the Mining Corporation.

No. R. 1110

2 June 1989

DESIGNATION OF DEPARTMENTS FROM WHICH NON-WHITE OFFICERS OR EMPLOYEES MAY BE TRANSFERRED TO NON-WHITE AUTHORITIES.—LAPSING OF RELEVANT PROCLAMATIONS

It is hereby notified for general information that the following proclamations concerning the above-mentioned subject matter lapsed upon the substitution for section 13 (7) of the Public Service Act, 1954 (Act No. 54 of 1957), of section 2 read with section 7 of the Public Service Amendment Act, 1973 (Act No. 54 of 1973):

Proclamation No. 42 of 1972;

Proclamation No. R. 101 of 1972; and

Proclamation No. R. 7 of 1974.

The matter is now regulated by the Public Service Act, 1984 (Act No. 111 of 1984).

DEPARTMENT OF EDUCATION AND TRAINING

No. R. 1097

2 June 1989

**THE EDUCATION AND TRAINING ACT, 1979
(ACT No. 90 OF 1979)**

REGULATIONS REGARDING BOARDS OF MANAGEMENT AND SCHOOL FUNDS FOR SCHOOLS OF INDUSTRIES AND REFORM SCHOOLS

The Minister of Education and Development Aid has under section 44 of the Education and Training Act, 1979 (Act No. 90 of 1979), made the Regulations contained in the Schedule hereto.

SCHEDULE

Definitions

1. In these regulations any expression to which a meaning has been assigned in the Act shall have that meaning and, unless the context otherwise indicates—

“board” means the board of management of a school;

“principal of a school” means the head or acting head of a school;

“regional director” means an officer of the Department who is in control of education in a region determined by the Minister in terms of section 2 (2) of the Act;

“school” means a school of industries or reform school;

“school fund” means a school fund established in terms of regulation 15;

“the Act” means the Education and Training Act, 1979 (Act No. 90 of 1979);

“treasurer” means the principal of the school.

2. Proklamasie No. R. 102 van 1978: Naamsverandering van die Mynboukorporasie; en

3. Goewermentskennisgewings Nos. R. 456 en R. 457, albei van 28 Maart 1969: Regulasies met betrekking tot die Mynboukorporasie.

No. R. 1110

2 Junie 1989

AANWYSING VAN DEPARTEMENTE WAARUIT NIE-BLANKE BEAMPTES OF WERKNEMERS NA NIE-BLANKE OWERHEDE OORGEPLAAS KAN WORD.—VERVAL VAN DIE TERSAAKLIKE PROKLAMASIES

Hierby word vir algemene inligting bekendgemaak dat ondergenoemde proklamasies met betrekking tot bovermelde aangeleentheid verval het by vervanging van artikel 13 (7) van die Staatsdienswet, 1957 (Wet No. 54 van 1957), deur artikel 2, gelees met artikel 7, van die Staatsdienswysigingswet, 1973 (Wet No. 54 van 1973):

Proklamasie No. 42 van 1972;

Proklamasie No. R. 101 van 1972; en

Proklamasie No. R. 7 van 1974.

Die aangeleentheid word nou deur die Staatsdienswet, 1984 (Wet No. 111 van 1984), gereël.

DEPARTEMENT VAN ONDERWYS EN OPLEIDING

No. R. 1097

2 Junie 1989

**DIE WET OP ONDERWYS EN OPLEIDING, 1979
(WET No. 90 VAN 1979)**

REGULASIES BETREFFENDE RADE VAN BESTUUR EN SKOOLFONDSE VIR NYWERHEIDSKOLE EN VERBETERINGSKOLE

Die Minister van Onderwys en Ontwikkelingshulp het kragtens artikel 44 van die Wet op Onderwys en Opleiding, 1979 (Wet No. 90 van 1979), die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie regulasies het enige uitdrukking waarvan in die Wet 'n betekenis geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken—

“prinsipaal” die hoof of die waarnemende hoof van 'n skool;

“raad” die raad van bestuur van 'n skool;

“skool” 'n nywerheidsskool of verbeteringsskool;

“skoolfonds” 'n fonds wat ingevolge regulasie 15 gestig is;

“streekdirekteur” 'n beambte in die Departement wat in beheer is van onderwys in 'n streek wat ingevolge artikel 2 (2) van die Wet deur die Minister bepaal is;

“tesourier” die prinsipaal van die skool;

“Wet” die Wet op Onderwys en Opleiding, 1979 (Wet No. 90 van 1979).

PART I**BOARDS OF MANAGEMENT****Constitution**

2. (1) A board of a school shall consist of nine members, namely—

(a) the regional director of the region in which the school is situated;

(b) the commissioner of child care of the magisterial district in which the school is situated;

(c) the district surgeon of the district in which the school is situated;

(d) a representative of the social workers' profession appointed by the Minister in consultation with the Minister of National Health and Population Development; and

(e) five additional members appointed by the Minister.

(2) A person occupying a post at the school concerned shall not be appointed as a member of the board of such school.

Chairman and vice-chairman

3. (1) The regional director referred to in regulation 2 (1) (a) shall *ex officio* be chairman of the board: Provided that he may designate the person referred to in regulation 2 (1) (b) in his place if he is unable to perform his official duties.

(2) At the first meeting after the constitution of a board the members of the board shall elect from among their number a vice-chairman for a term of office of three years: Provided that the vice-chairman shall vacate such office on the expiry of his term as member of the board.

(3) If the chairman or the person designated in terms of subregulation (1) is absent from a meeting the vice-chairman shall act as chairman and if the chairman, the person designated in terms of subregulation (1) and the vice-chairman are simultaneously absent from a meeting the board shall elect a person from among its number to preside at the meeting, in which case the member so elected shall in respect of that meeting have all the powers and privileges of the chairman.

(4) If a vice-chairman vacates his office another vice-chairman shall be elected in accordance with the provisions of subregulation (2).

Secretary of the board

4. (1) The principal of a school shall *ex officio* be secretary of the board.

(2) If the principal cannot be present at a meeting, the principal shall designate a member of the teaching staff of the school to act as secretary of the board at the meeting concerned.

(3) The secretary of a board may designate a member of the teaching staff of the school to assist him at a meeting.

(4) The secretary of a board may take part in the discussions at a meeting of the board and may make recommendations to the board, but shall not have the right to vote at such meeting.

Term of office of members of a board and vacancies

5. (1) A member of the board, other than a member referred to in regulation 2 (1) (a), (b) and (c), shall hold office for a term of three years, unless he submits his resignation in writing to the secretary of the board or vacates his office for any other reason before the expiry of such term.

DEEL I**RADE VAN BESTUUR****Samestelling**

2. (1) 'n Raad van 'n skool bestaan uit nege lede, naamlik—

(a) die streekdirekteur van die streek waarin die skool geleë is;

(b) die kommissaris van kindersorg van die land-drosdistrik waarin die skool geleë is;

(c) die distriksgeneesheer van die distrik waarin die skool geleë is;

(d) 'n verteenwoordiger van die maatskaplike werkersberoep deur die Minister in oorlegpleging met die Minister van Nasionale Gesondheid en Bevolkingsontwikkeling aangestel; en

(e) vyf addisionele lede deur die Minister aangestel.

(2) Iemand wat 'n betrekking aan die betrokke skool beklee, word nie as lid van die raad van so 'n skool aangestel nie.

Voorsitter en vise-voorsitter

3. (1) Die streekdirekteur in regulasie 2 (1) (a) bedoel, is *ex officio* voorsitter van die raad: Met dien verstande dat hy die persoon in regulasie 2 (1) (b) bedoel in sy plek kan aanwys as hy nie sy ampspligte kan uitvoer nie.

(2) Op die eerste vergadering na die samestelling van 'n raad kies die lede van 'n raad uit eie geledere 'n vise-voorsitter vir 'n ampstermyn van drie jaar: Met dien verstande dat die vise-voorsitter dié amp by die verstryking van sy termyn as raadslid ontruim.

(3) Indien die voorsitter of die persoon ingevolge subregulasie (1) aangewys van 'n vergadering afwesig is, neem die vise-voorsitter as voorsitter waar en indien die voorsitter, die persoon ingevolge subregulasie (1) aangewys en die vise-voorsitter tegelykertyd van 'n vergadering afwesig is, kies die raad iemand uit eie geledere om op die vergadering voor te sit, en het die aldus gekose lid vir daardie vergadering al die bevoegdhede en voorregte van die voorsitter.

(4) Indien 'n vise-voorsitter sy amp ontruim, word 'n ander vise-voorsitter ooreenkomstig die bepalings van subregulasie (2) gekies.

Sekretaris van die raad

4. (1) Die prinsipaal van 'n skool is *ex officio* die sekretaris van die raad.

(2) Indien die prinsipaal nie op 'n vergadering van die raad teenwoordig kan wees nie, wys die prinsipaal 'n lid van die onderwys personeel van die skool aan om vir die betrokke vergadering as sekretaris van die raad op te tree.

(3) Die sekretaris van 'n raad kan 'n lid van die skool se onderwyspersoneel aanwys om hom by 'n vergadering by te staan.

(4) Die sekretaris van 'n raad kan aan die besprekings op 'n vergadering van die raad deelneem en aanbevelings aan die raad doen, maar het nie die reg om op sodanige vergadering te stem nie.

Ampstermyn van lede van 'n raad en vakatures

5. (1) 'n Lid van die raad, behalwe 'n lid in regulasie 2 (1) (a), (b) en (c) bedoel, beklee sy amp vir 'n termyn van drie jaar, tensy hy voor die verstryking van die termyn sy bedanking skriftelik by die sekretaris van die raad indien of sy amp om 'n ander rede ontruim.

- (2) A member of the board shall vacate his office if—
- (a) he is found guilty of an offence and—
 - (i) is sentenced to imprisonment without the option of a fine; or
 - (ii) is sentenced to a fine and the offence is in the opinion of the Minister of such a nature that his continued membership is undesirable;
 - (b) he has been absent without reason acceptable to the board from two consecutive ordinary meetings of the board;
 - (c) he has accepted a post at the school of the board of which he is a member;
 - (d) he has in the opinion of the Minister, rendered himself guilty of improper conduct;
 - (e) in the opinion of the board, he fails or has failed to properly perform his duties as a member of the board;
 - (f) his estate is sequestrated;
 - (g) he becomes a patient or President's patient as defined in section 1 of the Mental Health Act, 1973 (Act No. 18 of 1973).

(3) The Minister shall determine the date on which the term of office of the members of a board shall commence.

(4) Notwithstanding the provisions of subregulation (1), the Minister may extend the term of office of the members of a board for such period as may be determined by him, but not for a period exceeding one year.

(5) A vacancy on the board caused by the death of, or the vacation of his office by, a member or by the termination of the term of office of a member in terms of subregulation (2), shall be filled in accordance with the provisions of regulation 2 for the unexpired portion of the term of office of that member.

(6) Any person whose term of office as a member of a board has expired, may be reappointed.

Executive committee of a board

6. (1) The executive committee of a board shall be designated by such board and shall consist of the chairman, the person referred to in regulation 2 (1) (b) and at least two other members, of whom at least one shall be a member referred to in regulation 2 (1) (e).

(2) A board may assign any of its powers or functions to its executive committee: Provided that the board shall not be divested of any power or function which it has assigned to its executive committee and that any decision of the executive committee may be altered or set aside by the board at its first meeting after the decision in question was made.

(3) The quorum for an executive committee shall be three members.

(4) In the event of an equality of votes at a meeting of an executive committee the chairman shall have a casting vote.

(5) The secretary of the board shall also be the secretary of the executive committee.

(6) Minutes shall be kept of every meeting of the executive committee and such minutes shall be submitted for confirmation at the next meeting of the board.

Meetings of a board

7. (1) Ordinary meetings of a board shall be held at least once per quarter.

(2) 'n Lid van die raad ontruim sy amp indien—

(a) hy aan 'n misdryf skuldig bevind en—

(i) gevonnissen word tot gevangenisstraf sonder die keuse van 'n boete; of

(ii) 'n boete opgelê word en die misdryf na die oordeel van die Minister van so 'n aard is dat sy voortgesette lidmaatskap onwenslik is;

(b) hy sonder rede wat die raad aanvaarbaar vind van twee agtereenvolgende gewone vergaderings van die raad afwesig is;

(c) hy 'n betrekking aan die skool van die raad waarvan hy 'n lid is, aanvaar;

(d) hy hom na die oordeel van die Minister aan onbehoorlike gedrag skuldig gemaak het;

(e) hy sy pligte as lid van die raad na die oordeel van die Minister nie na behore uitvoer of uitgevoer het nie;

(f) sy boedel gesekwestreer word;

(g) hy 'n pasiënt of 'n Presidentspasiënt soos omskryf in artikel 1 van die Wet op Geestesgesondheid, 1973 (Wet No. 18 van 1973), word.

(3) Die Minister bepaal die datum waarop die ampstermyn van die lede van 'n raad 'n aanvang neem.

(4) Ondanks die bepalinge van subregulasie (1), kan die Minister die ampstermyn van die lede van 'n raad vir die tydperk wat hy bepaal maar nie langer as vir 'n tydperk van een jaar nie, verleng.

(5) 'n Vakature in die raad wat veroorsaak word deur die dood van of die ontruiming van sy amp deur 'n lid of deur die beëindiging van die ampstermyn van 'n lid ingevolge subregulasie (2), word ooreenkomstig die bepalinge van regulasie 2 vir die onverstreke gedeelte van die ampstermyn van daardie lid gevul.

(6) Iemand wie se ampstermyn as lid van 'n raad verstryk het, kan weer aangestel word.

Dagbestuur van 'n raad

6. (1) Die dagbestuur van 'n raad word deur sodanige raad aangewys en bestaan uit die voorsitter, die persoon in regulasie 2 (1) (b) genoem en minstens twee ander lede, van wie minstens een 'n lid in regulasie 2 (1) (e) bedoel, moet wees.

(2) 'n Raad kan aan sy dagbestuur enige van die raad se bevoegdhede of werksaamhede opdra: Met dien verstande dat die raad nie ontdoen is van 'n bevoegdheid of werksaamheid wat hy aan sy dagbestuur opgedra het nie, en dat 'n besluit van die dagbestuur deur die raad by sy eerste vergadering na die neem van die betrokke besluit, gewysig of ter syde gestel kan word.

(3) Die kworum van 'n dagbestuur is drie lede.

(4) In die geval van 'n staking van stemme op 'n vergadering van 'n dagbestuur het die voorsitter 'n beslissende stem.

(5) Die sekretaris van die raad is ook die sekretaris van die dagbestuur.

(6) Notule moet van elke vergadering van die dagbestuur gehou word en sodanige notule moet op die eersvolgende vergadering van die raad vir bekragtiging voorgelê word.

Vergaderings van 'n raad

7. (1) Gewone vergaderings van 'n raad moet minstens een keer per kwartaal gehou word.

(2) A notice of a meeting shall explicitly state the day, date, time and venue of the meeting and shall be accompanied by an agenda.

(3) A notice of an ordinary meeting shall be in writing and shall be posted or personally handed to members by the secretary of the board on the authority of the chairman, so as to be in their possession at least 14 days before the fixed date.

(4) Subject to the provisions of regulation 9, the non-receipt of a notice referred to in subregulation (3) and the consequent absence of a member shall not be detrimental to the validity of proceedings at a meeting of the board.

(5) The chairman may at any time convene a special meeting if in his opinion circumstances necessitate such a meeting: Provided that such meeting shall be convened if at least two members of the board so request in writing.

(6) The chairman shall convene a meeting of the board or of the executive committee if the Director-General requests him to do so.

Minutes

8. (1) Minutes of every meeting of any board shall be kept by the secretary of the board in a book or file which shall be used for this purpose exclusively and which shall be retained in safe keeping at the school by the secretary of the board.

(2) The secretary of a board shall record the names of the members present and absent with or without leave in the minutes of every meeting.

(3) The first act at an ordinary meeting, after it has been constituted, shall be to approve and confirm by the signature of the chairman the minutes of the last preceding ordinary meeting and of any special meeting and of any meeting of the executive committee held subsequent thereto: Provided that objections to the minutes shall be raised and dealt with before confirmation of the minutes.

(4) No person other than a member of the board, or a person authorised thereto in writing by the Director-General, shall have the right to inspect the minutes of any meeting.

(5) The secretary of the board shall within seven days after the conclusion of any meeting or special meeting submit two copies of the minutes of such meeting to the chairman of the board, one copy of which shall be forwarded to the Director-General.

Quorum

9. (1) The majority of the members of a board shall constitute a quorum for a meeting.

(2) Should there not be a quorum present at any properly constituted meeting, such meeting shall be postponed for at least eight days, but for not more than 12 days (including the day on which the meeting should have taken place), and on the day so determined the meeting, which shall be convened *mutatis mutandis* in accordance with regulation 7 (2) and (3), shall deal with the agenda irrespective of whether a quorum is present at such meeting or not.

(2) 'n Kennisgewing van 'n vergadering moet die dag, datum, tyd en plek van die vergadering uitdruklik vermeld en vergesel gaan van 'n sakelys.

(3) 'n Kennisgewing van 'n gewone vergadering moet skriftelik op gesag van die voorsitter deur die sekretaris van die raad aan die lede geos of persoonlik aan hulle oorhandig word sodat dit minstens 14 dae voor die bepaalde datum in hulle besit is.

(4) Behoudens die bepalings van regulasie 9, doen die nie-ontvangs van 'n kennisgewing bedoel in subregulasie (3) en die gevolglike afwesigheid van 'n lid nie afbreuk aan die geldigheid van die verrigtinge op 'n vergadering van die raad nie.

(5) Die voorsitter kan te eniger tyd 'n buitengewone vergadering belê indien omstandighede so 'n vergadering volgens sy oordeel noodsaaklik maak: Met dien verstande dat 'n buitengewone vergadering belê moet word indien minstens twee lede van die raad skriftelik aldus versoek.

(6) Die voorsitter moet 'n vergadering van die raad of van die dagbestuur belê indien die Direkteur-generaal hom versoek om dit te doen.

Notule

8. (1) 'n Notule van elke vergadering van 'n raad moet deur die sekretaris van die raad gehou word in 'n boek of 'n lêer wat uitsluitlik vir dié doel gebruik word en wat deur die sekretaris van die raad in veilige bewaring in die skool gehou moet word.

(2) Die sekretaris van die raad moet in die notule van elke vergadering die name van die lede wat teenwoordig of met of sonder verskoning afwesig is, notuleer.

(3) Die eerste handeling van 'n gewone vergadering, nadat dit saamgestel is, is die goedkeuring van die notule van die laaste voorafgaande gewone vergadering en van enige buitengewone vergadering en enige vergadering van die dagbestuur wat daarna gehou is, en die bekragtiging daarvan deur die handtekening van die voorsitter: Met dien verstande dat besware teen die notule voor die bekragtiging daarvan geopper en afgehandel met word.

(4) Niemand behalwe 'n lid van die raad, of iemand wat skriftelik deur die Direkteur-generaal daartoe gemagtig is, het insae in die notule van enige vergadering nie.

(5) Die sekretaris van die raad moet binne sewe dae na afloop van elke vergadering of buitengewone vergadering twee afskrifte van die notule van so 'n vergadering aan die voorsitter van die raad voorlê, waarvan een afskrif aan die Direkteur-generaal gestuur moet word.

Kworum

9. (1) Die meerderheid van die lede van 'n raad maak 'n kworum vir 'n vergadering uit.

(2) Indien daar by 'n vergadering wat behoorlik belê is, nie 'n kworum teenwoordig is nie, word sodanige vergadering vir minstens agt maar hoogstens 12 dae (met inbegrip van die dag waarop die vergadering sou plaasgevind het) uitgestel, en op die aldus bepaalde datum handel die vergadering, wat *mutatis mutandis* ooreenkomstig regulasie 7 (2) en (3) belê moet word, die agenda af, afgesien daarvan of daar by sodanige vergadering 'n kworum teenwoordig is of nie.

Attendance of meeting by non-members and leaving of meeting by principal

10. (1) Subject to the provisions of these regulations, every meeting of a board shall be a closed meeting and no person who is not a member of the board shall be permitted to attend it.

(2) The board may decide that the principal concerned absent himself temporarily from the meeting when any matter concerning his person is discussed and that during such period the minutes be kept by a member designated by the board.

(3) A board may require the presence of any staff member of the school concerned at any meeting of the board regarding any matter falling within the prescribed duties of a board and the staff member referred to shall, when requested to do so, attend such meeting for such period as the board may determine.

(4) Should the board deem it necessary, any other person who in the opinion of the board may be able to provide information on any matter falling within the powers of the board may attend any meeting of the board for such period as the board may determine.

(5) Any officer of the Department authorised thereto by the Director-General shall have the right to attend any meeting of the board in an advisory capacity or as an observer.

Procedure at meetings

11. (1) At a meeting the board shall deal with matters of which prior notice has been given and such matters as are raised by a member with the approval of the meeting.

(2) All matters shall be decided by a majority of the members of the board who are present and vote.

(3) The chairman and every member shall have one vote when a matter is put to the vote: Provided that in the event of an equality of votes the chairman or the person acting as chairman in his absence shall, in addition to his deliberative vote, also have a casting vote.

(4) If the meeting so decides, the number of members voting for or against a motion shall be recorded in the minutes and, at the request of any member, the chairman shall direct that the vote of such member be recorded.

(5) When so ruled by the chairman, voting shall be by ballot.

(6) Subject to the provisions of these regulations, the chairman shall give his ruling on a question of order or procedure: Provided that, if a member objects to any such ruling, the question shall be put to the vote without any further discussion and the decision of the meeting shall be final.

Duties and powers of a board

12. (1) In addition to the duties and powers vested in or assigned to a board by or in terms of the Child Care Act, 1983 (Act No. 74 of 1983), or these regulations, the duties and powers of any board shall be to—

- (a) keep a watchful eye on the general well-being of the school;
- (b) promote and protect the interests of the school;
- (c) advise the Director-General in regard to the efficient functioning of the school;

Bywoning van vergaderings deur nie-lede en verlating van vergadering deur prinsipaal

10. (1) Behoudens die belyings van hierdie regulasies is elke vergadering van 'n raad geslote en word niemand wat nie 'n lid van die raad is nie, toegelaat om dit by te woon nie.

(2) Die raad kan besluit dat die prinsipaal die vergadering tydelik moet verlaat wanneer 'n aangeleentheid rakende sy persoon bespreek word en dat die notule vir dié tyd gehou word deur 'n lid wat die raad aanwys.

(3) 'n Raad kan die teenwoordigheid van 'n lid van die betrokke skoolpersoneel op enige vergadering van 'n raad vereis in verband met enige saak wat binne die voorgeskrewe pligte van die raad val en bedoelde personeel moet, wanneer hy daartoe versoek word, sodanige vergadering bywoon vir sodanige tydperk as wat die raad bepaal.

(4) Indien die raad dit nodig ag, kan enige ander persoon wat na die mening van die raad moontlik inligting kan verskaf oor 'n saak wat binne die bevoegdheid van die raad val, 'n vergadering van die raad bywoon vir sodanige tydperk as wat die raad bepaal.

(5) 'n Beampte van die Departement wat daartoe gemagtig is deur die Direkteur-generaal, het die reg om enige vergadering van die raad in 'n raadgewende hoedanigheid of as waarnemer by te woon.

Prosedure op vergaderings

11. (1) Op 'n vergadering behandel die raad sake waarvan daar vooraf kennis gegee is, en die sake wat 'n lid met die goedkeuring van die vergadering opper.

(2) Alle sake word beslis deur 'n meerderheid van die lede van die raad wat teenwoordig is en stem.

(3) Die voorsitter en elke lid beskik oor een stem wanneer 'n saak tot stemming gebring word: Met dien verstande dat, in geval van 'n staking van stemme, die voorsitter of die persoon wat in sy afwesigheid as voorsitter optree, benewens sy beraadslagende stem ook 'n beslissende stem het.

(4) Indien die vergadering aldus besluit, word daar genotuleer hoeveel lede ten gunste van of teen 'n mosie gestem het, en op versoek van 'n lid gelas die voorsitter dat die stem van sodanige lid aangeteken word.

(5) Wanneer die voorsitter aldus reël, moet daar by wyse van stembriefies gestem word.

(6) Behoudens die belyings van hierdie regulasies, beslis die voorsitter oor 'n vraag van orde of prosedure: Met dien verstande dat, indien 'n lid teen so 'n beslissing beswaar maak, die vraag sonder bespreking tot stemming gebring word en die beslissing van die vergadering dan afdoende is.

Pligte en bevoegdhede van 'n raad

12. (1) Benewens die pligte en bevoegdhede wat rade by of kragtens die Wet op Kindersorg, 1983 (Wet No. 74 van 1983), of in hierdie regulasies verleen of opgelê word, is die pligte en bevoegdhede van 'n raad om—

- (a) a wakende oog oor die algemene welsyn van die skool te hou;
- (b) die belange van die skool te bevorder en te beskerm;
- (c) die Direkteur-generaal te adviseer oor die doeltreffende funksionering van die skool;

(d) see to it that the buildings, grounds, fences and other accessories of the school are properly cared for and to report any damage or the necessity for effecting repairs, in writing, to the Director-General without delay;

(e) make recommendations to the Director-General regarding the appointment, promotion and discharge of staff at the school;

(f) inquire into any written complaint concerning the school and to report thereon to the Director-General if the board considers this necessary, in which case it shall submit the written complaint, together with its finding and recommendation, to the Director-General;

(g) recommend to the Director-General that an inquiry be instituted by the Director-General if, in the opinion of the board, any member of the teaching staff of the school—

(i) is, in terms of section 24 of the Act, incompetent to carry out his duties efficiently;

(ii) has, on account of continued ill-health or some physical or mental defect, become incapable of teaching satisfactorily; or

(iii) is guilty of misconduct as defined in section 22 of the Act;

(h) bring to the attention of the Director-General any matter which in the opinion of the board relates to the welfare and efficiency of the school;

(i) take steps, in accordance with the provisions of the Act, and the Child Care Act, 1983, and the regulations published thereunder, against pupils who render themselves guilty of misconduct;

(j) advise the Director-General on any matter regarding the school;

(k) furnish such information, reports or advice as the Director-General may require from time to time;

(l) fulfil such other duties as may be entrusted to the board by the Director-General; and

(m) exercise general supervision over the school.

(2) A board shall consider the reports of the principal on the school and such Departmental inspection reports as may be submitted to it and shall make recommendations to the Director-General in connection with the matters therefrom.

(3) A school be visited at least once per quarter by a member of the board specially designated by the board for this purpose.

(4) A member referred to in subregulation (3) shall submit a written report on the activities of the school to the board at its next meeting, and a copy of the report, together with the relevant minutes, shall be furnished to the Director-General.

Access to books and documents

13. The Director-General, or any officer duly authorised thereto, shall have access at any time to the books, minutes and documents or any board.

(d) toe te sien dat die geboue, terrein, omheining en ander bybehore van die skool behoorlik versorg word en om enige skade of noodsaaklikheid vir die doen van herstelwerk onverwyld skriftelik aan die Direkteur-generaal te rapporteer;

(e) aanbevelings by die Direkteur-generaal te doen oor die aanstelling, bevordering en ontslag van personeel van die skool;

(f) ondersoek in te stel na enige skriftelike klagte in verband met die skool en verslag te doen aan die Direkteur-generaal indien die raad dit nodig ag, in welke geval die raad die skriftelike klagte tesame met sy bevinding en aanbeveling aan die Direkteur-generaal moet voorlê;

(g) by die Direkteur-generaal aan te beveel dat 'n ondersoek deur die Direkteur-generaal ingestel word indien, na die oordeel van die raad, 'n lid van die onderwyspersoneel van die skool—

(i) ingevolge artikel 24 van die Wet onbekwaam is om sy pligte behoorlik uit te voer;

(ii) weens voortdurende swak gesondheid of die een of ander liggaamlike of geestelike gebrek onbekwaam geword het om behoorlik onderwys te gee; of

(iii) hom aan wangedrag soos omskryf in artikel 22 van die Wet skuldig gemaak het;

(h) 'n saak wat na die oordeel van die raad op die welsyn en doeltreffendheid van die skool betrekking het, onder die aandag van die Direkteur-generaal te bring;

(i) ooreenkomstig die bepalings van die Wet en die Wet op Kindersorg, 1983, en die regulasies daarkragtens uitgevaardig, op te tree teen leerlinge wat hulle aan wangedrag skuldig maak;

(j) die Direkteur-generaal van advies te dien aangaande enige aangeleentheid in verband met die skool;

(k) die inligting, verslae of advies wat die Direkteur-generaal van tyd tot tyd verlang, te verstrek;

(l) die ander pligte uit te voer wat deur die Direkteur-generaal aan die raad opgedra word; en

(m) algemene toesig oor die skool uit te oefen.

(2) 'n Raad oorweeg die verslae van die prinsipaal oor die skool en dié departementele inspeksieverslae wat aan hom voorgelê word en doen aanbevelings by die Direkteur-generaal omtrent die aangeleenthede wat daaruit voortspruit.

(3) 'n Skool moet minstens een keer per kwartaal deur 'n lid van die raad wat spesiaal vir dié doel deur die raad aangewys is, besoek word.

(4) 'n Lid in subregulasie (3) bedoel, moet 'n skriftelike verslag oor die bedrywighede van die skool aan die raad op sy volgende vergadering voorlê en 'n afskrif van die verslag moet saam met die betrokke notule aan die Direkteur-generaal verstrek word.

Toegang tot boeke en dokumente

13. Die Direkteur-generaal, of enige beamppte van die Departement behoorlik daartoe gemagtig, het te eniger tyd toegang tot die boeke, notule en dokumente van 'n raad.

Travelling and subsistence allowances

14. A member of the board or of a committee of the board who is not in the fulltime service of the State shall receive, in respect of journeys for the purposes of and the attendance of a meeting of a board or any other meeting approved by the Director-General, and in respect of visits to or inspections of the school in the execution of his duties as visiting member, travelling and subsistence allowance at the rate at which and in the circumstances in which such allowance are payable to an officer who is in respect of a salary equal to the salary attaching to a post of Director in the administrative division of the Public Service.

PART II**SCHOOL FUNDS****Establishment of school funds**

15. (1) A school fund shall be established for every school and shall be controlled by the board in terms of these regulations.

(2) The principal of a school shall be *ex officio* to treasurer of the school fund: Provided that the principal may, with approval of the board, instruct a member of the staff of the school concerned to keep the school fund books: Provided further that, irrespective of who is responsible for the keeping of the school fund books, the principal shall remain the treasure of the school fund and shall be responsible for the keeping of correct and full accounts of all moneys which the board expends or receives as school funds and shall, with due regard to the provisions of regulation 17, report in person to the board on all matters regarding the school fund.

Contribution to the school fund

16. (1) In a school fund shall be deposited—

(a) moneys appropriated by Parliament for this purpose, which amounts shall be determined from time to time by the Minister with the concurrence of the Minister of Finance; and

(b) donations and bequests to the school fund.

(2) Moneys collected as donations, bequests or trust funds may be controlled and administered by a board: Provided that such donations, bequests or trust funds shall be consistent with the aims and goals of the school concerned: Provided further that where any conditions are attached to such donation, bequest or trust the receipt, control and administration thereof shall be subject to the approval of the Director-General and separate accounts shall be kept for each such trust fund.

Financial administration and bookkeeping

17. (1) The financial year of the school fund account shall be from 1 January to 31 December of any year.

(2) A board shall open a current account in the name of the school at the nearest registered commercial bank for all moneys under its control.

(3) If, in the opinion of the board concerned, the amount of moneys received and expended in respect of a school fund does not justify a current account, a savings account shall be opened at a post office, building society or commercial bank.

(4) The treasurer shall daily bring into account all moneys received on behalf of the school fund and as far as possible deposit such moneys on the day of receipt or at the earliest opportunity, but not later than 10 days after receipt thereof, in the school fund account with the bank, building society or post office concerned.

Reis- en verblyftoelaes

14. 'n Lid van 'n raad of van 'n komitee van die raad wat nie in voltydse diens van die Staat is nie, ontvang ten opsigte van reise vir die doeleindes van en die bywoning van 'n vergadering van 'n raad of 'n ander vergadering deur die Direkteur-generaal goedgekeur, en ten opsigte van besoeke aan, of inspeksies van, die skool in die uitoefening van sy plig as besoekende lid, reis- en verblyftoelaes teen die tarief waarteen en onder die omstandighede waaronder sodanige toelaes betaalbaar is aan 'n beampte met 'n salaris gelyk aan die salaris verbonde aan 'n pos van Direkteur in die administratiewe afdeling van die Staatsdiens.

DEEL II**SKOOLFONDSE****Stigting van skoolfonds**

15. (1) 'n Skoolfonds word vir elke skool gestig en ooreenkomstig hierdie regulasies deur die raad beheer.

(2) Die prinsipaal van 'n skool is *ex officio* die tesourier van die skoolfonds: Met dien verstande dat die prinsipaal met die goedkeuring van die raad aan 'n personeelid van die betrokke skool die plig kan opdra om die skoolfondsboeke by te hou: Met dien verstande, voorts, dat, ongeag wie verantwoordelik is vir die byhou van die skoolfondsboeke, die prinsipaal die tesourier van die skoolfonds bly en verantwoordelik is vir die byhou van juiste en volledige rekenings van alle gelde wat deur 'n raad as skoolfondse bestee of ontvang is en, met inagneming van die bepalings van regulasie 17, self aan die raad oor alle aangeleenthede ten opsigte van die skoolfonds verslag moet doen.

Bydraes tot die skoolfonds

16. (1) In 'n skoolfonds word gestort—

(a) geld deur die Parlement vir dié doel bewillig, welke bedrae die Minister met die instemming van die Minister van Finansies van tyd tot tyd bepaal; en

(b) skenkings en bemakings aan die skoolfonds.

(2) Gelde wat ingesamel is as skenkings, bemakings of trustfondse, kan deur 'n raad beheer en geadminestreer word: Met dien verstande dat sodanige skenkings, bemakings of trustfondse met die doel en oogmerke van die betrokke skool bestaanbaar moet wees: Met dien verstande, voorts, dat waar daar enige voorwaardes aan sodanige skenking, bemaking of trust gekoppel is, die ontvangs, beheer en administrasie daarvan onderworpe is aan die goedkeuring van die Direkteur-generaal en dat afsonderlike rekenings vir elke sodanige trustfonds bygehou moet word.

Finansiële administrasie en boekhouding

17. (1) Die boekjaar van 'n skoolfondsrekening strek vanaf 1 Januarie tot 31 Desember van enige jaar.

(2) 'n Raad moet 'n lopende rekening op naam van die skool by die naaste geregistreerde handelsbank vir alle gelde van die skoolfonds onder sy beheer open.

(3) Indien die bedrag van die gelde ontvang en bestee ten opsigte van 'n skoolfonds na die oordeel van die betrokke raad nie 'n lopende rekening regverdig nie, moet 'n spaarrekening by 'n poskantoor, bougenootskap of handelsbank geopen word.

(4) Die Tesourier moet daagliks alle gelde ten behoewe van die skoolfonds ontvang, in rekening bring en sover moontlik op die dag van ontvangs of by die vroege moontlike geleentheid, maar nie later nie as 10 dae na ontvangs daarvan, in die skoolfondsrekening by die betrokke bank, bougenootskap of poskantoor deponeer.

(5) No board shall under any circumstances overdraw the banking account of the school fund.

(6) Withdrawals from the current or savings account may be made only per cheque or withdrawal slip with the approval of the board, and for this purpose the board shall authorise, at a duly constituted meeting, the chairman and the treasurer to sign cheques and other documents relating to the school fund jointly on behalf of the board: Provided that the board may in the absence of the chairman or treasurer or both authorise one or two, as the case may be, of its other members to sign.

(7) Cash cheques may be issued only for the purpose of replenishment of the petty cash account.

(8) The treasurer shall keep a proper cash book (as far as possible a three-column, single-page cash book) in which are entered particulars of all moneys received, receipt numbers, deposits, payments and cheque numbers, and at the end of each month the cash book shall be ruled off, balanced and reconciled with the account concerned.

(9) Receipts shall immediately be issued for all moneys received, from whatever source, and receipts shall be obtained for all moneys expended.

(10) The treasurer shall use only one receipt book at a time.

(11) Receipts shall be made out in their serial number order and no alterations to the name and amount in words and figures on a receipt are permissible, and a receipt shall be impressed by means of carbon paper on a duplicate, which shall be retained in the receipt book.

(12) Carbon copies of used receipt forms as well as the originals and duplicates of cancelled forms shall be kept safely in their original places in the receipt book for inspection and audit purposes.

(13) If a mistake is made on a receipt, the original as well as the duplicate shall be cancelled and kept in the receipt book and a new receipt shall be issued.

(14) Particulars of receipts issued by the treasurer shall be entered daily in the cash book.

(15) The serial numbers of all receipt books purchased shall be recorded by the treasurer in a distribution register.

(16) All payments from the school fund shall be made only on submission of a properly specified account which reflects the name of the person or firm to which payment is to be made, the nature and date of the claim or services rendered and the amount due: Provided that payment shall be made only after the board has checked and accepted the account at a properly constituted meeting and has authorised its chairman to approve payment by appending his signature and the date of the meeting at which approval was authorised to the account.

(17) All particulars in connection with the payment of accounts that have been approved by the board shall be recorded in the minutes of the meeting.

(18) All vouchers of accounts paid shall be kept in safe keeping for audit purposes.

(19) No hire purchase contract shall be concluded.

(5) 'n Raad mag onder geen omstandighede die bankrekening van die skoolfonds oortrek nie.

(6) Onttrekkings uit 'n lopende of spaarrekening geskied slegs per tjek of opvragingstrokie met die goedkeuring van die raad, en vir dié doel magtig die raad op 'n behoorlik gekonstitueerde vergadering sy voorsitter en die tesourier om tjeks en ander dokumente wat betrekking het op die skoolfonds, gesamentlik namens die raad te teken: Met dien verstande dat die raad in die afwesigheid van die voorsitter of die tesourier, of albei, een of twee, na gelang van die geval, van sy ander lede kan magtig om aldus te teken.

(7) Kontant tjeks mag uitgereik word slegs vir die doeleindes van aanvulling van 'n kleinkasrekening.

(8) Die tesourier moet 'n behoorlike kasboek byhou (sover moontlik 'n driekolom-enkelbladkasboek) waarin besonderhede oor alle gelde ontvang, kwitansienommers, deposito's, betalings en tjeknommers aangeteken word, en aan die einde van elke maand moet die kasboek afgesluit, gebalanseer en met die betrokke rekening gerekonsilieer word.

(9) Kwitansies moet onmiddellik vir alle gelde wat ontvang is, uit watter bron ook al, uitgereik word en kwitansies moet verkry word vir alle gelde wat bestee word.

(10) Die tesourier mag slegs een kwitansieboek op 'n keer gebruik.

(11) Kwitansies word in hulle volgnommerorde uitgeskryf, geen wysigings aan die naam en die bedrag in woorde of syfers op 'n kwitansie is toelaatbaar nie en 'n kwitansie word deur middel van deurslagpapier afgedruk op 'n duplikaat wat in die kwitansieboek behou moet word.

(12) Deurslae van gebruikte kwitansievorms asook die oorspronklikes en duplikate van gekanselleerde vorms word in hul oorspronklike posisies in die kwitansieboek vir inspeksie en ouditering veilig bewaar.

(13) Indien 'n fout op 'n kwitansie begaan is, moet sowel die oorspronklike as die duplikaat kwitansie gekanselleer word en in die kwitansieboek behou word en 'n nuwe kwitansie uitgereik word.

(14) Besonderhede van die tesourier se kwitansies wat uitgereik is, moet daagliks in die kasboek geskryf word.

(15) Die reeksnommers van alle kwitansieboeke aangekoop moet deur die tesourier in 'n uitreikingsregister aangeteken word.

(16) Alle betalings uit die skoolfonds geskied slegs na voorlegging van 'n behoorlik gespesifiseerde rekening wat die naam van die persoon of firma aan wie die betaling gedoen moet word, die aard en datum van die eis of gelewerde dienste en die verskuldigde bedrag toon: Met dien verstande dat betaling mag geskied slegs nadat die raad op 'n behoorlik gekonstitueerde vergadering die rekening nagegaan en aanvaar het en sy voorsitter gemagtig het om die betaling daarvan goed te keur deur sy handtekening en die datum van die vergadering waarop goedkeuring gemagtig is, daarop aan te bring.

(17) Alle besonderhede met betrekking tot die betaling van rekenings wat deur die raad gemagtig is, moet in die notule van die vergadering opgeneem word.

(18) Alle betalingsbewysstukke van rekenings moet in veilige bewaring vir ouditering geplaas word.

(19) Geen huurkoopkontrak mag aangegaan word nie.

(20) Debts incurred contrary to the provisions of these regulations shall not be charged against the school fund and board members who approve such debts shall be jointly and severally liable therefor.

(21) No loan shall be made from the school fund.

(22) The board may grant approval for the treasurer to keep a petty cash account not exceeding one hundred rand (R100,00) according to an imprest account system and replenishment of and payments out of petty cash shall be properly recorded in the petty cash book.

(23) Balances of moneys withdrawn out of a school fund account for a specific purpose and not expended shall, at the earliest opportunity, be redeposited by the treasurer in the school fund account.

(24) Notwithstanding the provisions of regulation 15 (2) a board shall, if the treasurer or the staff member referred to in regulation 15 (2) is guilty of dishonesty or misconduct and does not execute his duties properly as treasurer or keeper of the school fund books, instruct the chairman to freeze the school fund account and the chairman shall report the matter to the Director-General.

(25) When the account of the board has been frozen, all the duties and responsibilities of the treasurer shall vest in the chairman of the board until such time as the matter has been settled to the satisfaction of the board.

(26) Estimates of expected income and expenditure in respect of a school fund for the current financial year shall be submitted annually during January by the treasurer to the board for consideration and approval.

(27) The treasurer shall, on a date to be determined by the board, report quarterly on the income and expenditure of the school fund at a board meeting: Provided that the board may check all the school fund account books and documents to verify details of the report and that, if the meeting is not satisfied with the report, the meeting shall instruct the chairman to submit the report for audit to an independent qualified person as prescribed in regulation 20.

(28) A report on the income and expenditure for the preceding financial year shall be submitted for approval by the treasurer to a properly constituted meeting of the board annually during January.

Appropriation of school funds

18. School funds may, subject to the conditions of any donation, bequest or trust, be used for—

(a) the purchase of sports equipment, including sportswear for team members;

(b) the payment of affiliation fees for membership of sports unions;

(c) the subsidising of transport for sports teams and participants in concerts and other authorised cultural activities;

(d) prizes for class, school and sporting achievements;

(e) the subsidising of educational outings or tours including subsistence costs, refreshments (alcoholic drinks excluded) and entrance fees for pupils and accompanying teachers;

(f) the subsidising of holiday camps for pupils and accompanying teachers including transport, hire of sites, rooms or tents and the purchase of food and other necessities;

(20) Skuld wat in stryd met die bepalings van hierdie regulasies aangegaan is, mag nie teen die skoolfonds in berekening gebring word nie en raadslede wat hulle goedkeuring daaraan geheg het, is gesamentlik en afsonderlik daarvoor aanspreeklik.

(21) Geen lenings uit die skoolfonds word toegestaan nie.

(22) Die raad kan goedkeuring verleen dat die tesourier 'n kleinkasrekening van hoogstens een honderd rand (R100,00) volgens die voorskotstelsel hou en aanvulling van en uitbetalings uit die kleinkas moet beoorlooflik in die kleinkasboek ingeskryf word.

(23) Saldo's van gelde wat vir 'n spesifieke doel uit 'n skoolfondsrekening onttrek is en nie bestee is nie, moet by die vroeë moontlike geleentheid deur die tesourier in die skoolfondsrekening teruggestort word.

(24) Ondanks die bepalings van regulasie 15 (2) moet 'n raad, wanneer die tesourier of die personeel in regulasie 15 (2) bedoel hom skuldig maak aan oneerlikheid of wangedrag en nie sy pligte as tesourier of byhouer van die skoolfondsboeke na behore nakom nie, aan die voorsitter opdra om die skoolfondsrekening te bevries, en die voorsitter moet die aangeleentheid aan die Direkteur-generaal rapporteer.

(25) Wanneer die rekening van 'n raad bevries is, gaan al die pligte en verantwoordelikhede van die tesourier oor op die voorsitter van die raad tot tyd en wyl die aangeleentheid tot die tevredenheid van die raad afgehandel is.

(26) 'n Begroting van verwagte inkomste en uitgawes vir die betrokke boekjaar ten opsigte van 'n skoolfonds moet jaarliks in Januarie deur die tesourier aan die raad vir oorweging en goedkeuring voorgelê word.

(27) Die tesourier doen een maal per kwartaal, op 'n datum deur die raad bepaal, op 'n raadsvergadering verslag oor die inkomste en uitgawe van die skoolfonds: Met dien verstande dat die raad alle skoolfondsrekeningboeke en -stukke kan nagaan om die besonderhede van die verslag te kontroleer, en dat, indien die vergadering nie tevrede is met die verslag nie, die vergadering die voorsitter moet opdrag gee om die verslag aan 'n onafhanklike gekwalifiseerde persoon voor te lê soos in regulasie 20 voorgeskryf.

(28) 'n Verslag oor die inkomste en uitgawes vir die voorafgaande boekjaar moet jaarliks gedurende Januarie deur die tesourier op 'n behoorlik gekonstitueerde vergadering van die raad vir aanvaarding deur die raad voorgelê word.

Aanwending van skoolfonds

18. Skoolfondse kan, met inagneming van die voorwaardes van enige skenking, bemaking of trust, aangewend word vir—

(a) die aankoop van sportuitrusting, met inbegrip van sportdrag vir spanlede;

(b) die betaling van affiliasiegelde vir lidmaatskap van sportunies;

(c) die subsidiëring van vervoer van sportspanne, asook deelnemers aan konserte en ander goedgekeurde kultuurbedrywighede;

(d) pryse vir klas-, skool- en sportprestasies;

(e) die subsidiëring van opvoedkundige uitstappies of toere, met inbegrip van verblyfkoste, verversings (alkoholiese drank uitgesluit) en toegangsgelde van skoliere en begeleidente onderwysers;

(f) die subsidiëring van vakansiekampe vir leerlinge asook begeleidente onderwysers, met inbegrip van vervoer, huur van persele, lokale of tente en die aankoop van voedselware en ander noodsaaklikhede;

- (g) the purchase of works of art for the school;
- (h) the hire of entertainment films;
- (i) entertainment for pupils;
- (j) expenditure which precedes fund-raising functions including printing costs, and the purchase of material, meat or baking accessories;
- (k) costs and expenditure in connection with the administration of the school fund account including expenditure attached to receipt books, cash books and bank charges; and
- (l) any other purpose in the general interest of the school or pupils but subject to the approval of the Director-General if the expenditure in respect of a particular service exceeds one hundred rand (R100,00).

Checking of registers, assets and stores

19. (1) The board may authorise the chairman or any member of the board to call upon the treasurer at all reasonable times and without prior notice to produce his books of account, registers, receipt books, vouchers, cash on hand and any other statements or documents in respect of the school fund to the board for examination.

(2) If on examination any incorrect entries or other arithmetical or accounting errors are found, the chairman of the board or member authorised for that purpose in subregulation (1) shall, for the information of and necessary steps by the board, indicate in writing in the cash book and registers or other statements or documents concerned how corrections or adjustments are to be made.

(3) If the chairman of the board or member referred to in subregulation (1) finds the books, registers and other statements or documents in respect of a school fund to be correct, he shall certify that the books, registers and vouchers and other documents are in order and append his signature and the date to the documents concerned.

(4) The chairman of the board or member referred to in subregulation (1) shall have access to all account books, registers, receipt books vouchers, documents, cash, stamps, shares or stores in connection with a school fund and the accounts thereof and may make such investigation in connection therewith as he may deem necessary.

(5) Whenever it appears to a board that a loss of or deficiency in assets or stores of a board has occurred or exists or that any impermissible or unauthorised expenditure from the school fund under the control of the board has occurred, in circumstances indicating that a criminal offence has been committed, the chairman of the board shall immediately report the matter, together with such particulars as are available, to the Director-General.

Auditing of books

20. A board shall appoint an independent qualified person, who is not a member of the teaching staff of the school or board concerned, to audit the books of account and the balance sheet relating to the school fund at least once a year.

Stores purchased from school funds

21. The treasurer shall take on charge all material and equipment purchased out of school funds or acquired by way of a subsidy or by means of donations accrued to the school fund in the stores register of the school and enter particulars of all issues of material and equipment in such register.

- (g) die aankoop van kunswerke vir die skool;
- (h) die huur van vermaaklikheidsfilms;
- (i) onthale vir leerlinge;
- (j) die uitgawes wat fondsinsamelingfunksies voorafgaan, met inbegrip van drukkerskoste en die aankoop van materiaal, vleis of bakbenodigdhede;
- (k) koste en uitgawes verbonde aan die administrasie van die betrokke skoolfondstrekening, met inbegrip van uitgawes verbonde aan kwitansieboeke, kasboeke en bankkoste; en
- (l) enige ander doeleindes in die algemene belang van die skool of leerlinge maar onderworpe aan die goedkeuring van die Direkteur-generaal indien die uitgawe vir 'n bepaalde diens een honderd rand (R100,00) oorskry.

Kontrolering van registers, bates en voorrade

19. (1) 'n Raad kan die voorsitter of enige lid van sodanige raad magtig om op alle redelike tye en sonder kennisgewing vooraf die betrokke tesourier aan te sê om sy rekeningboeke, registers, kwitansieboeke, bewysstukke, beskikbare kontant en enige ander nodige state of stukke ten opsigte van die skoolfonds aan die raad vir nasiening voor te lê.

(2) Die voorsitter van die raad of die lid kragtens subregulasie (1) daartoe gemagtig, moet, indien daar by nasiening enige foutiewe inskrywing of ander reken- of boekhoukundige foute gevind word, skriftelik in die kasboek, registers of ander betrokke state of stukke vir die inligting van of nodige optrede deur die raad aandui hoe regstellings of aansuiwerings gedoen moet word.

(3) Indien die voorsitter van 'n raad of die lid bedoel in subregulasie (1), die boeke, registers en ander state of stukke ten opsigte van die skoolfonds korrek bevind, moet hy sertifiseer dat hy die boeke, registers, state of ander stukke in orde bevind en die betrokke stukke onderteken en dateer.

(4) Die voorsitter van die raad of die lid bedoel in subregulasie (1), het toegang tot alle rekeningboeke, registers, kwitansieboeke, bewysstukke, dokumente, kontant, seëls, effekte of voorrade met betrekking tot 'n skoolfonds en die rekeninge daarvan, en kan die ondersoek wat hy nodig ag, in verband daarmee instel.

(5) Wanneer dit ook al vir 'n raad voorkom of 'n verlies van of tekort in bates of voorrade van 'n raad plaasgevind het of bestaan, of enige ongeoorloofde of ongemagtigde uitgawe uit die skoolfonds onder beheer van 'n raad plaasgevind het, in omstandighede wat daarop dui dat 'n strafbare misdryf begaan is, moet die voorsitter van die betrokke raad die saak saam met die besonderhede wat beskikbaar is, onverwyld aan die Direkteur-generaal rapporteer.

Ouditering van boeke

20. 'n Raad moet 'n onafhanklike gekwalifiseerde persoon wat nie 'n lid van die personeel van die betrokke skool of die raad is nie aanstel om die rekeningboeke en balansstaat met betrekking tot die skoolfonds minstens een maal per jaar te ouditeer.

Vorrade aangekoop uit skoolfonds

21. Die tesourier moet alle materiaal en uitrusting wat uit die skoolfonds aangekoop is of by wyse van 'n subsidie verkry is of deur middel van skenkings aan 'n skoolfonds toegeval het, in die voorraderegister van die skool opneem en besonderhede van alle uitreikings van materiaal en uitrusting in dié register opteken.

Statements and reports

22. A board shall furnish the Director-General with—

- (a) the information requested by him;
- (b) an annual financial statement of every trust, donation or bequest and of the school fund.

Amendment of regulations

23. The regulations published under Government Notice No. R. 830 of 30 April 1982, as amended by Government Notice No. R. 10 of 6 January 1989, are hereby amended by the substitution in regulation 1 for the definition of "school" of the following definition:

" 'school' shall mean a school as defined in section 1 of the Act, excluding institutions for the training of teachers, night schools, centres for the education of adults, schools of industries and reform schools;".

No. R. 1098

2 June 1989

EDUCATION AND TRAINING ACT, 1979 (ACT No. 90 OF 1979)

REGULATIONS RELATING TO THE DISCIPLINE OF, ACCESS TO AND THE GRANTING OF LEAVE TO PUPILS OF SCHOOLS OF INDUSTRY AND REFORM SCHOOLS

The Minister of Education and Development Aid has, in terms of section 44 of the Education and Training Act, 1979 (Act No. 90 of 1979), made the regulations set out in the Schedule.

SCHEDULE**Definitions**

1. In these Regulations any expression to which a meaning has been assigned in the Act shall have that meaning, and unless the context otherwise indicates—

"Act" means the Education and Training Act, 1979 (Act No. 90 of 1979);

"board" means the board of management of a school;

"principal" means the head of a school;

"probation officer" means a social worker who is registered as such in terms of the Social and Associated Workers Act, 1978 (Act No. 110 of 1978), or deemed to be so registered, and who is in the employ of a prescribed Government department or a prescribed welfare organisation;

"school" means a school of industries or a reform school for Black persons.

Discipline of pupils

2. (1) If a pupil at a school conducts himself in a manner which, in the opinion of the principal, is detrimental or may be detrimental to his training, the good name of the school the maintenance of order and discipline at the school or the proper continuation of the work of the school, disciplinary measures may be taken against him, which shall involve—

- (a) the imposition of additional duties by the principal or someone authorised thereto by him;

State en Verslae

22. 'n Raad verstrek aan die Direkteur-generaal—

- (a) die inligting wat hy verlang;
- (b) 'n jaarlikse finansiële staat van elke trust, skenking of bemaking en van die skoolfonds.

Wysiging van regulasies

23. Die regulasies afgekondig by Goewermentskennisgewing No. R. 830 van 30 April 1982 soos gewysig by Goewermentskennisgewing No. R. 10 van 6 Januarie 1989, word hierby gewysig deur in regulasie 1 die omskrywing van "skool" deur die volgende omskrywing te vervang:

" 'skool' 'n skool soos omskryf in artikel 1 van die Wet, uitgesonderd inrigtings vir die opleiding van onderwysers, aandskole, sentrums vir die onderwys van volwassenes, nywerheidskole en verbeteringskole;".

No. R. 1098

2 Junie 1989

DIE WET OP ONDERWYS EN OPLEIDING, 1979 (WET No. 90 VAN 1979)

REGULASIES BETREFFENDE DIE TUG VAN, TOEGANG TOT, EN TOESTAAN VAN VERLOF AAN, LEERLINGE IN NYWERHEIDSKOLE EN VERBETERINGSKOLE

Die Minister van Onderwys en Ontwikkelingshulp het kragtens artikel 44 van die Wet op Onderwys en Opleiding, 1979 (Wet No. 90 van 1979), die regulasie in die Bylae vervat uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie regulasie het enige uitdrukking waaraan daar in die Wet 'n betekenis geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken—

"prinsipaal" die hoof van 'n skool;

"proefbeampte" 'n maatskaplike werker wat kragtens die Wet op Maatskaplike en Geassosieerde Werkers, 1978 (Wet No. 110 van 1978), as 'n maatskaplike werker geregistreer is of geag word aldus geregistreer te wees en wat in diens is van 'n voorgeskrewe Staatsdepartement of 'n voorgeskrewe welsynsorganisasie;

"raad" die raad van bestuur van 'n skool;

"skool" 'n nywerheidskool of verbeteringskool vir Swart persone;

"Wet" die Wet op Onderwys en Opleiding, 1979 (Wet No. 90 van 1979).

Tug van leerlinge

2. (1) Indien 'n leerling aan 'n skool hom op 'n wyse gedra wat na die oordeel van die prinsipaal sy opleiding, die goeie naam van die skool, die handhawing van die orde en dissipline aan die skool of die behoorlike voortsetting van die werk van die skool benadeel of kan benadeel, kan tugmaatreëls op hom toegepas word, wat bestaan uit—

- (a) oplegging van bykomende pligte deur die prinsipaal of iemand deur hom daartoe gemagtig;

(b) the withholding of authorised privileges by the principal or someone authorised thereto by him; and

(c) the administering of corporal punishment.

(2) Disciplinary measures shall be taken in a reasonable and judicious manner, shall be in keeping with the offence committed and shall serve, on the one hand, as a means of admonition and punishment and, on the other, as a means of making the pupil aware of society's social values, helping him to develop self-discipline and maintaining the good name of the school.

(3) Corporal punishment shall be administered only if all other disciplinary measures have proved to be ineffective or appear to be so, or do not answer the purpose or are not expected to answer the purpose.

(4) Under no circumstances may corporal punishment be administered to any girl.

(5) Corporal punishment may be administered only in cases of gross neglect of duty, truancy, insubordination, wilful damage to property, flagrant lying theft, dishonesty, assault, bullying, intimidation, indecency, the use of dependence-producing substances or similar offences.

(6) Corporal punishment shall be administered in isolation by the principal or vice-principal, but in the presence of a staff member: Provided that another member of the staff may administer corporal punishment in the presence of and with the consent of the principal or the vice-principal.

(7) Corporal punishment shall be administered only on the buttocks with a cane not exceeding 75 cm in length and 2,5 cm in diameter, or with a leather strap of not less than 2,5 cm in width, with due regard to the age and physical condition of the pupil and under no circumstances in such a way as to cause permanent physical injury.

(8) The number of strokes that may be administered in one day shall not exceed five.

(9) Corporal punishment shall not be administered to a pupil suffering from a physical disability without the permission of a medical officer.

(10) Any punishment inflicted or imposed shall be recorded in the punishment register with mention of—

(a) the name of the pupil, to which the pupil shall affix his signature;

(b) the nature of the offence;

(c) the punishment imposed;

(d) in the case of corporal punishment, the number of strokes administered and the instrument used for this purpose;

(e) the date on which the punishment was inflicted or imposed;

(f) the name of the person who inflicted or imposed the punishment, which person shall affix his signature to the note concerned; and

(g) the name of the person in whose presence the punishment was inflicted or imposed.

(11) Separate punishment registers shall be opened and kept for the school and each hostel.

(12) All punishment registers shall be submitted at every board meeting to be inspected by the board members and signed by the chairman.

(b) onthouding van goedgekeurde voorregte deur die prinsipaal of iemand deur hom daartoe gemagtig; en

(c) toediening van lyfstraf.

(2) Tugmaatreëls word op 'n redelike en oordeelkundige wyse toegepas, moet verband hou met die oortreding wat begaan is en dien enersyds as middel tot teregwyding en straf en andersyds as maatreël om by die leerling die gemeenskap se sosiale waardes tuis te bring, hom te help om selfdisipline te ontwikkel en om die goeie naam van die skool te handhaaf.

(3) Lyfstraf word slegs toegepas indien alle ander tugmaatreëls vrugtelos geblyk het of blyk te wees of nie aan die doel daarvan beantwoord of na verwagting sal beantwoord nie.

(4) In geen geval mag lyfstraf aan 'n dogter toegedien word nie.

(5) Lyfstraf kan slegs in gevalle van ernstige pligsverzuim, drostery, weerspanningheid, moedswillige beskadiging van eiendom, skreiende leuentaai, diefstal, oneerlikheid, aanranding, baasspelery, intimidasie, onweloweglikheid, gebruik van dwelmiddels of dergelyke misdrywe toegedien word.

(6) Lyfstraf word in afsondering deur die prinsipaal of adjunk-prinsipaal maar in die teenwoordigheid van 'n personeellid toegedien: Met dien verstande dat 'n ander lid van die personeel lyfstraf in die teenwoordigheid en met die goedkeuring van die prinsipaal of adjunk-prinsipaal kan toedien.

(7) Lyfstraf moet slegs op die sitvlak toegedien word met 'n lat waarvan die lengte hoogstens 75 cm en die deursnee hoogstens 1,2 cm mag wees, of met 'n lyfband wat minstens 2,5 cm breed is, met behoorlike inagneming van die ouderdom en liggaamlike toestand van die leerling en onder geen omstandighede op sodanige wyse dat dit blywende liggaamlike letsels veroorsaak nie.

(8) Die getal houe wat op een dag toegedien kan word, mag nie vyf oorskry nie.

(9) Lyfstraf word nie aan 'n leerling wat aan 'n liggaamlike gebrek ly, sonder die toestemming van 'n mediese beampte toegedien nie.

(10) Enige straf wat toegedien of opgelê word, moet in die strafregister aangeteken word, met vermelding van—

(a) die naam van die leerling, waarby die leerling sy handtekening moet voeg;

(b) die aard van die oortreding;

(c) die straf opgelê;

(d) in die geval van lyfstraf, die getal houe toegedien en die instrument daarvoor gebruik;

(e) die datum waarop straf toegedien of opgelê is;

(f) die naam van die persoon wat die straf toegedien of opgelê het, welke persoon sy handtekening by die betrokke aantekening moet voeg; en

(g) die naam van die persoon in wie se teenwoordigheid die straf toegedien of opgelê is.

(11) Afsonderlike strafregisters moet vir die skool en elke koshuis aangelê en bygehou word.

(12) Alle strafregisters moet tydens elke raadsvergadering ter insae van die raadslede en vir ondertekening deur die voorsitter voorgelê word.

Access to pupils

3. (1) Unless authorised thereto in general or in a specific case by the principal, no person may make contact with or gain access to any pupil, except by means of a letter addressed to such pupil and sent by post.

(2) Unless authorised thereto in general or in a specific case by the principal, no person may enter a school with the intention of making contact with or gaining access to any pupil in that school.

(3) If authorisation referred to in subregulation (2) is refused, such person shall leave the school forthwith without making contact with or gaining access to any pupil in that school or trying to do so.

(4) Unless there is proof to the contrary, any person found inside a school, except in the discharge of legal business transacted with the school, shall be presumed to have entered the school with the intention of making contact with or gaining access to a pupil in that school.

4. (1) The principal or someone authorised thereto by him may open and read a letter or parcel written by or sent to a pupil in the school and may withhold any letter or parcel the transmission of which is in his opinion undesirable owing to its contents or for any other reason.

(2) A letter so withheld shall be submitted to the board at its next meeting and filed on the pupil's file.

5. No person may request, induce or persuade any pupil in a school to meet or have communication with such person or any other person at any place outside the premises of the school without the consent, express or implied, of the principal.

6. (1) No person may without the consent, express or implied, of the principal bring or cause to be brought into a school any intoxicating liquor, drugs or dependence-producing substances for the consumption or use of any pupil, or any firearms or other dangerous weapons.

(2) Unless there is proof to the contrary, any person who brings or causes to be brought into a school, except in the discharge of legal business transacted with the school, intoxicating liquor, drugs or dependence-producing substances shall be presumed to have brought or caused to be brought into such school such liquor, drugs or substances for the consumption or use of a pupil of the school.

7. Any person that contravenes any of the provisions contained in regulation 3, 5 or 6 shall be guilty of an offence and liable on conviction to a fine not exceeding R200.

Searching of pupils

8. In the application of regulation 6 the principal or any staff member of the school authorised thereto by him may at any time search the person, possessions or sleeping area of any pupil and seize anything referred to in that regulation.

Leave to pupils

9. (1) The board may grant any pupil in a school leave to be absent from the school and to be in the care of a suitable person and in a suitable home or place.

(2) The person in whose care the pupil will be during his leave of absence shall pay such pupil's travelling expenses: Provided that the Director-General may grant such person full or partial remission of the payment of such expenses.

Toegang tot leerlinge

3. (1) Tensy in die algemeen of in 'n besondere geval daartoe deur die prinsipaal gemagtig, mag niemand skakeling met of toegang tot 'n leerling hê nie, behalwe by wyse van 'n brief aan die leerling geadresseer en per pos gestuur.

(2) Tensy in die algemeen of in 'n besondere geval daartoe deur die prinsipaal gemagtig, mag niemand 'n skool binnegaan met die doel om skakeling met of toegang tot 'n leerling daarin te verkry nie.

(3) Indien magtiging in subregulasie (2) bedoel, geweier word, verlaat so iemand onverwyld die skool sonder om skakeling met of toegang tot 'n leerling daarin te verkry of om te poog om dit te verkry.

(4) Tensy die teendeel bewys word, word daar vermoed dat iemand wat in 'n skool, behalwe in die verrigting van wettige besigheid met die skool, aangetref word, die skool binnegegaan het met die doel om skakeling met of toegang tot 'n leerling te verkry.

4. (1) Die prinsipaal of iemand deur hom daartoe gemagtig, kan 'n brief of pakket geskryf deur of gestuur aan 'n leerling in die skool oopmaak en lees en kan 'n brief of pakket terughou waarvan die deursending volgens sy mening weens die inhoud of om 'n ander rede onwenslik is.

(2) 'n Brief aldus terughou, word aan die raad by sy volgende vergadering voorgelê en op die leerling se lêer geliasseer.

5. Niemand mag 'n leerling in 'n skool versoek, beweeg of oorhaal om hom of iemand anders te ontmoet of met hom of iemand anders skakeling te hê op 'n plek buite die perseel van die skool sonder die toestemming, uitdruklik of stilswyend, van die prinsipaal nie.

6. (1) Niemand mag sonder die toestemming, uitdruklik of stilswyend, van die prinsipaal sterk drank, verdowingsmiddels of gewoontevormende medisyne vir die gebruik of gebruik van 'n leerling of vuurwapens of ander gevaarlike wapens, in 'n skool inbring of laat inbring nie.

(2) Tensy die teendeel bewys word, word daar vermoed dat iemand wat in 'n skool, behalwe in die verrigting van wettige besigheid met die skool, sterk drank, verdowingsmiddels of gewoontevormende medisyne inbring of laat inbring, sodanige drank, middels of medisyne vir die gebruik of gebruik van 'n leerling in die skool inbring of laat inbring het.

7. Iemand wat 'n bepaling in regulasie 3, 5 of 6 vervat oortree, is aan 'n misdryf skuldig en is by skuldigbevinding strafbaar met 'n boete van hoogstens R200.

Deursoeking van leerlinge

8. By die toepassing van regulasie 6, kan die prinsipaal of enige personeel van die skool deur hom daartoe gemagtig, te eniger tyd die persoon, besittings of slaaplokaal van 'n leerling deursoek en beslag lê op enigiets in daardie regulasie vermeld.

Verlof aan leerlinge

9. (1) Die raad kan aan 'n leerling in die skool verlof toestaan om uit die skool afwesig te wees en onder die sorg van 'n geskikte persoon en in 'n geskikte huis of plek te verkeer.

(2) Die persoon onder wie se sorg die leerling gedurende sy afwesigheid met verlof sal verkeer, betaal so 'n leerling se reiskoste: Met dien verstande dat die Direkteur-generaal so 'n persoon geheel en al of gedeeltelik van betaling daarvan kan kwytsteld.

(3) If the board cancels the leave, it shall notify the person in whose care the pupil was granted leave to be with the direction to instruct the pupil to return to the school.

(4) The leave granted by a board shall consist of—

- (a) vacation leave during a period between two quarters for which instruction has been suspended;
- (b) special leave; and
- (c) week-end leave.

10. In addition to vacation leave, special leave may be granted for a continuous period not exceeding 14 days: Provided that the board may extend such period if the pupil is prevented by illness or other sufficient cause from returning to the school on the expiry of his period of leave.

11. Week-end leave may be granted from the time school instruction is suspended for the week until school instruction is resumed for the next ensuing week or for such shorter period between the said times as may be determined.

12. The board may delegate any power vested in it in terms of regulation 9, 10 or 11 to the principal: Provided that the board shall not be deprived of any power so delegated and may withdraw such delegation at any time.

DEPARTMENT OF MANPOWER

No. R. 1079

2 June 1989

LABOUR RELATIONS ACT, 1956

TABACCO MANUFACTURING INDUSTRY (RUSTENBURG). — RENEWAL OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 372 of 25 February 1983, R. 2142 of 30 September 1983, R. 2443 of 9 November 1984, R. 207 of 7 February 1986, R. 2243 of 31 October 1986 and R. 2641 of 27 November 1987, to be effective from the date of publication of this notice and for the period ending 31 March 1990.

E. VAN DER M. LOUW,
Acting Minister of Manpower.

No. R. 1080

2 June 1989

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG). — AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1990 upon the employer and the trade unions which entered into the Amending Agreement and upon the employees who are members of the said unions; and

(3) Indien die raad die verlof intrek, stel hy die persoon onder wie se sorg die leerling verlof toegestaan is om te verkeer, in kennis met die opdrag om die leerling te gelas om na die skool terug te keer.

(4) Die verlof wat 'n raad toestaan, bestaan uit—

- (a) vakansieverlof gedurende 'n tydperk tussen twee kwartale waartydens onderrig opgeskort is;
- (b) spesiale verlof; en
- (c) naweekverlof.

10. Benewens vakansieverlof, kan spesiale verlof vir 'n aaneenlopende tydperk van hoogstens 14 dae toegestaan word: Met dien verstande dat die raad bedoelde tydperk kan verleng indien die leerling deur siekte of ander genoegsame oorsaak verhinder word om by die verstryking van sy verloftydperk na die skool terug te keer.

11. Naweekverlof kan toegestaan word nadat skoolonderrig vir die week gestaak is totdat skoolonderrig vir die eersvolgende week hervat word of vir die korter tydperk tussen bedoelde tye wat bepaal word.

12. Die raad kan 'n bevoegdheid by regulasie 9, 10 of 11 aan hom opgedra, aan die prinsipaal delegeer: Met dien verstande dat die raad nie ontdoen is van 'n bevoegdheid wat aldus gedelegeer is nie en te eniger tyd sodanige delegasie kan intrek.

DEPARTEMENT VAN MANNEKRAG

No. R. 1079

2 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID (RUSTENBURG). — HERNUWING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 372 van 25 Februarie 1983, R. 2142 van 30 September 1983, R. 2443 van 9 November 1984, R. 207 van 7 Februarie 1986, R. 2243 van 31 Oktober 1986 en R. 2641 van 27 November 1987, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 eindig.

E. VAN DER M. LOUW,
Waarnemende Minister van Mannekrag.

No. R. 1080

2 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID (RUSTENBURG). — WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 eindig, bindend is vir die werkgewer en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 2, and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1990 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.

E. VANDER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG)

AGREEMENT

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

United Tobacco Company Limited

(hereinafter referred to as the "employer", of the one part, and the

Rustenburg Tabakwerkersvereniging

and the

African Tobacco Workers' Union

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

being the parties to the Industrial Council for the Tobacco Manufacturing Industry (Rustenburg),

to amend the Agreement published under Government Notice No. R. 372 of 25 February 1983, as amended and extended by Government Notices Nos. R. 2142 of 30 September 1983, R. 1231 of 22 June 1984, R. 2443 of 9 November 1984, R. 2766 of 21 December 1984, R. 207 of 7 February 1986, R. 2243 of 31 October 1986 and R. 2641 of 27 November 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Tobacco Manufacturing Industry (Rustenburg) —

(a) by the employer and by all employees who are members of the trade unions who are parties to the Agreement and who are employed at the United Tobacco Company;

(b) within the municipal area of Rustenburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed in the Agreement.

2. CLAUSE 1. — SCOPE OF APPLICATION OF AGREEMENT

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

"(a) by the employer and by all employees who are members of the trade unions who are parties to the Agreement and who are employed at the United Tobacco Company."

3. CLAUSE 4. — WAGES

Substitute the following for subclause (1):

"(1) Subject to the provisions of subclause (4) and (5) of this clause, the minimum weekly wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that —

(i) in classifying an employee, he shall be deemed to be in the class in which he is wholly or mainly employed;

(ii) this shall not affect increases applicable to employees who have completed 12 months' service with the employing company and who earn in excess of the prescribed wages, where such increases have been negotiated at plant level and ratified and recorded by the Industrial Council.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 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.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE TABAKNYWERHEID (RUSTENBURG)

OOREENKOMS

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

United Tabakmaatskappy Bpk.

(hierna die "werkgewer" genoem), aan die een kant, en die

Rustenburg Tabakwerkersvereniging

en die

African Tobacco Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Tabaknywerheid (Rustenburg),

om die Ooreenkoms, gepubliseer by Goewermenskennisgewing No. R. 372 van 25 Februarie 1983, soos gewysig en verleng deur Goewermenskennisgewings Nos. R. 2142 van 30 September 1983, R. 1231 van 22 Junie 1984, R. 2443 van 9 November 1984, R. 2766 van 21 Desember 1984, R. 207 van 7 Februarie 1986, R. 2243 van 31 Oktober 1986 en R. 2641 van 27 November 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Tabaknywerheid (Rustenburg) —

(a) deur die werkgewer en deur alle werknemers wat lede is van die vakverenigings wat partye is by die Ooreenkoms en wat werksaam is by die United Tabakmaatskappy Beperk;

(b) in die munisipale gebied van Rustenburg.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in die Ooreenkoms voorgeskryf word.

2. KLOUSULE 1. — TOEPASSINGSBESTEK VAN OOREENKOMS

In subklousule (1), vervang paragraaf (a) deur die volgende:

"(a) deur die werkgewer en deur alle werknemers wat lede is van die vakvereniging wat partye is by die Ooreenkoms en wat werksaam is by die United Tabakmaatskappy Beperk."

3. KLOUSULE 4. — LONE

Vervang subklousule (1) deur die volgende:

"(1) Behoudens subklousules (4) en (5) van hierdie klousule is die minimum weekloon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, dié soos hieronder uiteengesit: Met dien verstande dat —

(i) by die indeling van 'n werknemer hy geag moet word in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is;

(ii) verhogings van toepassing op werknemers wat 12 maande diens by die werkgewersmaatskappy voltooi het en wat meer as die voorgeskrewe lone verdien, waar sodanige verhogings op fabrieksvlak beding en deur die Nywerheidsraad bekragtig en aange-teken is, nie hierdeur geraak word nie.

	Per week		Per week
	R		R
Assistant foreman	219,75	Assistent-voorman	219,75
Leading hand/Production technician	360,45	Leierwerksman/Produksetegnikus	360,45
Artisan	334,50	Ambagsman	334,50
Boiler plant supervisor	238,55	Ketelinstallasie-toesighouer	238,55
Quality assurance—shift controller	242,25	Skofkontroleur (gehalteversekering)	242,25
Quality assurance—assistant shift controller	226,80	Assistent-skofkontroleur (gehalteversekering)	226,80
Quality inspector—		Gehalte-inspekteur—	
during first year of experience	202,80	gedurende eerste jaar ondervinding	202,80
during second year of experience	206,55	gedurende tweede jaar ondervinding	206,55
thereafter	212,95	daarna	212,95
Supervisor (cigarette manufacturing)—		Toesighouer (sigaretvervaardiging)—	
during first year of experience	202,80	gedurende eerste jaar ondervinding	202,80
during second year of experience	206,55	gedurende tweede jaar ondervinding	206,55
thereafter	212,95	daarna	212,95
Supervisor (pipe tobacco)	188,70	Toesighouer (pyptabak)	188,70
Examine—		Ondersoeker—	
during first six months of experience	170,20	gedurende eerste ses maande ondervinding	170,20
during second six months of experience	176,50	gedurende tweede ses maande ondervinding	176,50
qualified	184,80	gekwalfiseer	184,80
Sectionman—		Seksieman—	
during first year of experience	202,80	gedurende eerste jaar ondervinding	202,80
during second year of experience	211,60	gedurende tweede jaar ondervinding	211,60
during third year of experience	225,40	gedurende derde jaar ondervinding	225,40
qualified	242,25	gekwalfiseer	242,25
Senior sectionman	259,00	Senior seksieman	259,00
Machine minder—		Masjienbediener—	
during first year of experience	197,30	gedurende eerste jaar ondervinding	197,30
during second year of experience	204,05	gedurende tweede jaar ondervinding	204,05
during third year of experience	214,10	gedurende derde jaar ondervinding	214,10
qualified	226,80	gekwalfiseer	226,80
Security officer, A or B	195,30	Veiligheidsbeampte, A of B	195,30
Groundsman	191,30	Terreinopsigter	191,30
Factory clerk, despatch clerk, receiving clerk storeman—		Fabrieksklerk, versendingsklerk, ontvangsklerk en magasynman—	
during first year of experience	173,00	gedurende eerste jaar ondervinding	173,00
during second year of experience	176,75	gedurende tweede jaar ondervinding	176,75
during third year of experience	180,85	gedurende derde jaar ondervinding	180,85
during fourth year of experience	185,55	gedurende vierde jaar ondervinding	185,55
qualified	192,55	gekwalfiseer	192,55
Stores attendant—		Voorraadbediener—	
during first three months of experience	168,00	gedurende eerste drie maande ondervinding	168,00
during next six months of experience	170,85	gedurende volgende ses maande ondervinding	170,85
during next six months of experience	174,25	gedurende volgende ses maande ondervinding	174,25
during next six months of experience	178,00	gedurende volgende ses maande ondervinding	178,00
during next three months of experience	182,40	gedurende volgende drie maande ondervinding	182,40
qualified	187,35	gekwalfiseer	187,35
Motor vehicle driver of—		Motorvoertuigdrywer van—	
cars and station wagons	181,00	motorkarre en stasiewaens	181,00
vans and lorries with an unladen mass of—		bestel- en vragwaens met 'n onbelaste massa van—	
up to 1 362 kg	181,00	1 362 kg	181,00
from 1 362 kg to 2 724 kg	186,10	1 362 kg tot 2 724 kg	186,10
from 2 724 kg to 3 632 kg	189,95	2 724 kg tot 3 632 kg	189,95
over 3 632 kg	194,05	meer as 3 632 kg	194,05
Part-time motor vehicle driver	174,55	Deeltydse motorvoertuigdrywer	174,55
Canteen supervisor	181,00	Eethuistoetsighouer	181,00
Handyman—		Faktotum—	
during first three months experience	170,20	gedurende eerste drie maande ondervinding	170,20
during next three months of experience	172,10	gedurende volgende drie maande ondervinding	172,10
during next three months of experience	174,60	gedurende volgende drie maande ondervinding	174,60
qualified	178,35	gekwalfiseer	178,35
Chargehand	178,35	Onderbaas	178,35
Team leader—		Spanleier—	
of Grade IA employees	183,55	van werknemers graad IA	183,55
of Grade IB employees	181,00	van werknemers graad IB	181,00
of Grade II employees	175,80	van werknemers graad II	175,80
of Grade III employees and labourers	172,00	van werknemers graad III en arbeiders	172,00

	Per week R
Grade IA employee—	
during first three months of experience	168,00
during next six months of experience	170,50
during next six months of experience	173,35
during next six months of experience	176,15
during next three months of experience	179,00
qualified	182,25
Grade IB employee—	
during first three months of experience	168,00
during next six months of experience	170,20
during next six months of experience	172,35
during next six months of experience	174,60
during next three months of experience	176,75
qualified	179,65
Tobacco packer—	
during first three months of experience	168,00
during next three months of experience	169,85
during next three months of experience	172,10
during next three months of experience	174,25
qualified	177,10
Grade II employee—	
during first six months of experience	168,00
during next six months of experience	170,20
qualified	173,25
Watchman	170,65
Grade III employee	169,35
Labourer	168,00
Employees not elsewhere specified in this Agreement ..	173,25"

4. CLAUSE 7.—ANNUAL LEAVE

(1) Substitute the following for subclause (3) (a) and (b):

"(3) (a) who has been in his employ for a continuous period of five years or more, 4,3 weeks' wages based on actual earnings at the time;

(b) with less than five years' continuous service engaged prior to 15 January of the current year, 3,5 weeks' wages at the actual rate being paid at the time;"

(2) Insert the following subclause (7) after subclause (6):

"(7) *Service bonus.*—The employer shall, in December of each year, pay an employee—

(a) who has been in his employ for a continuous period of five to nine years—a service bonus of R100,00 per annum;

(b) who has been in his employ for a continuous period of 10 years or more—a service bonus of R125,00 per annum:

Provided however, that if an employee terminates his service with the company after the anniversary date during the year and if eligible for such bonus, the applicable amount shall be added to his termination payment."

5. CLAUSE 8.—SICK LEAVE

Insert the following subclause (9) after subclause (8):

"(9) (a) The company shall grant to a union member who is absent from work through incapacity not less than 30 work-days' sick leave in the aggregate during each cycle of 36 consecutive months' employment with the Company, plus any sick leave accumulated in terms of the provisions hereunder and shall pay such union member in respect of any such sick leave no less remuneration than he would have received had he worked during such period.

(b) The company shall permit a union member in his third cycle of 36 consecutive months' employment with the company to take, in that cycle, in addition to the ordinary period of sick leave prescribed above, one half of any sick leave so prescribed but not taken in his second three-year employment cycle, and to carry forward into his fourth and every succeeding such cycle, one half of the total of all sick leave so prescribed but not taken during all preceding cycles: Provided that the very first sick leave available to an employee during any one such cycle shall not exceed 65 work-days: Provided further that sick leave shall in every such cycle be granted in the first place from the number of days ordinarily due and only after all such days have been taken shall sick leave be granted from any available accumulated sick leave.

	Per week R
Werknemer graad IA—	
gedurende eerste drie maande ondervinding	168,00
gedurende volgende ses maande ondervinding	170,50
gedurende volgende ses maande ondervinding	173,35
gedurende volgende ses maande ondervinding	176,15
gedurende volgende drie maande ondervinding	179,00
gekwalifiseer	182,25
Werknemer graad IB—	
gedurende eerste drie maande ondervinding	168,00
gedurende volgende ses maande ondervinding	170,20
gedurende volgende ses maande ondervinding	172,35
gedurende volgende ses maande ondervinding	174,60
gedurende volgende drie maande ondervinding	176,75
gekwalifiseer	179,65
Tabakverpakker—	
gedurende eerste drie maande ondervinding	168,00
gedurende volgende drie maande ondervinding	169,85
gedurende volgende drie maande ondervinding	172,10
gedurende volgende drie maande ondervinding	174,25
gekwalifiseer	177,10
Werknemer graad II—	
gedurende eerste ses maande ondervinding	168,00
gedurende volgende ses maande ondervinding	170,20
gekwalifiseer	173,25
Wag	170,65
Werknemer graad III	169,35
Arbeider	168,00
Werknemers nie elders in hierdie Ooreenkoms vermeld nie	173,25"

4. KLOUSULE 7—JAARLIKSE VERLOF

(1) In subklousule (3), vervang paragrawe (a) en (b) deur die volgende:

"(3) (a) wat 'n ononderbroke tydperk van vyf jaar of langer by hom in diens was, 4,3 weke se lone betaal, gebaseer op sy werklike verdienste op daardie tydstop;

(b) met minder as vyf jaar ononderbroke diens wat voor 15 Januarie van dieselfde jaar in diens geneem is 3,5 weke se lone betaal teen die werklike tarief wat op daardie tydstop betaal word;"

(2) Voeg die volgende subklousule (7) in na subklousule (6):

"(7) *Diensbonus.*—Die werkgewer moet gedurende Desember—

(a) 'n werknemer wat vyf tot nege jaar ononderbroke diens voltooi het, 'n diensbonus van R100,00 per jaar betaal;

(b) 'n werknemer wat 10 jaar en langer ononderbroke diens voltooi het 'n diensbonus van R125,00 per jaar betaal:

Met dien verstande dat indien 'n werknemer sy diens by die maatskappy na die jaardagdatum gedurende die jaar beëindig en hy vir sodanige bonus kwalifiseer, die toepaslike bedrag by sy finale betaling gevoeg moet word."

5. KLOUSULE 8.—SIEKTEVERLOF

Voeg die volgende subklousule (9) in na subklousule (8):

"(9) (a) Die maatskappy moet aan 'n vakvereniging lid, wat weens ongeskiktheid van die werk afwesig is minstens altesaam 30 werkdade siekteverlof gedurende elke siklus van 36 agtereenvolgende maande diens in die maatskappy toestaan, plus alle siekteverlof wat opgehoop het ingevolge die bepalings hieronder en moet sodanige vakvereniging lid ten opsigte van sodanige siekteverlof minstens die besoldiging betaal wat hy sou ontvang het indien hy gedurende sodanige tydperk gewerk het.

(b) Die maatskappy moet 'n lid van die vakvereniging in sy derde siklus van 36 agtereenvolgende maande diens by die maatskappy toelaat om gedurende daardie siklus, benewens die gewone tydperk van siekteverlof wat hierbo voorgeskryf word, een helfte van enige siekteverlof aldus voorgeskryf maar wat nie gedurende die tweede driejaar-dienssiklus geneem is nie, te neem en om een helfte van die totaal van alle siekteverlof aldus voorgeskryf maar wat nie gedurende alle voorafgaande siklusse geneem is nie, oor te dra na sy vierde en elke daaropvolgende sodanige siklus: Met dien verstande dat die eerste siekteverlof beskikbaar vir 'n werknemer gedurende enige sodanige siklus hoogstens 65 werkdade mag wees: Voorts met dien verstande dat siekteverlof in elke sodanige siklus in die eerste plek toegestaan moet word uit die aantal dae normaalweg verskuldig, en slegs nadat alle sodanige dae geneem is, moet siekteverlof toegestaan word uit die beskikbare opgelope siekteverlof.

(c) In circumstances where a union member is hospitalised, the company shall pay wages to such union member on the following basis:

- First three months: Full pay;
- fourth month: 75 per cent full pay;
- fifth month: 50 per cent full pay;
- sixth month: 25 per cent full pay.

The above shall be subject to the following conditions:

- (i) That the hospitalisation was as a result of an on-the-job injury;
- (ii) that in all other cases of hospitalisation this shall be confirmed, in writing, by the company doctor."

6. CLAUSE 9. — PUBLIC HOLIDAYS AND SUNDAYS

Substitute the following for subclause (2):

"(2) *Payment for work on public holidays.* — Subject to the provisions of clause 6 (7), whenever an employee is required to work on a public holiday, the employer shall, in addition to his ordinary pay for the day, pay the employee one and a half times his ordinary wage in respect of the time so worked. For the purposes of this clause, any part of an hour shall be deemed to be an hour."

7. CLAUSE 17. — SICK BENEFIT FUND

Substitute the following for subclause (1) (a) (i) and (ii):

- "(i) Weekly-paid employees: R2,55 per week;
- (ii) monthly-paid employees: R11,00 per month."

Signed at Rustenburg, on behalf of the parties, this 1st day of December 1988.

L. J. ROELOFSE,

Chairman of the Council.

C. DU PREEZ,

Representative for both Trade Union Parties.

H. J. VAN REENEN,

Secretary of the Council.

(c) Wanneer 'n lid van 'n vakvereniging in 'n hospitaal opgeneem word, moet die maatskappy hom op die volgende grondslag vergoed:

- Eerste drie maande: Volle betaling;
- vierde maand: 75 persent van sy loon;
- vyfde maand: 50 persent van sy loon;
- sesde maand: 25 persent van sy loon.

Bostaande is onderworpe aan die volgende voorwaardes:

- (i) Dat hospitalisasie die gevolg was van 'n besering aan diens;
- (ii) dat die hospitalisasie in alle ander gevalle deur die maatskappy se dokter stiptelik bevestig moet word."

6. KLOUSULE 9. — OPENBARE VAKANSIEDAE EN SONDAE

Vervang subklousule (2) deur die volgende:

"(2) *Betaling vir werk op openbare vakansiedae.* — Behoudens klousule 6 (7), wanneer daar van 'n werknemer vereis word om op 'n openbare vakansiedag te werk, moet die werkgever die werknemer, benewens sy gewone betaling vir die dag, een en 'n half maal sy gewone loon betaal ten opsigte van die tyd aldus gewerk. Vir die toepassing van hierdie klousule moet 'n gedeelte van 'n uur geag word 'n uur te wees."

7. KLOUSULE 17. — SIEKTEBYSTANDFONDS

Vervang subklousule (1) (a) (i) en (ii) deur die volgende:

- "(i) Weekliks besoldigde werknemers: R2,55 per week;
- (ii) maandeliks besoldigde werknemers: R11,00 per maand."

Namens die partye op hede die 1ste dag van Desember 1988 te Rustenburg onderteken.

L. J. ROELOFSE,

Voorsitter van die Raad.

C. DU PREEZ,

Verteenwoordiger vir albei Vakverenigings.

H. J. VAN REENEN,

Sekretaris van die Raad.

No. R. 1081

2 June 1989

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES. — STOREKEEPING TRADE

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 605 of 31 March 1989, with effect from the second Monday after the date of publication of this notice.

E. VAN DER M. LOUW,
Acting Minister of Manpower.

No. R. 1082

2 June 1989

LABOUR RELATIONS ACT, 1956

STOREKEEPING TRADE. — AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby —

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1992, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

No. R. 1081

2 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWING. — WINKELHANDEL

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing No. R. 605 van 31 Maart 1989, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

E. VAN DER M. LOUW,
Waarnemende Minister van Mannekrag.

No. R. 1082

2 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

WINKELHANDEL. — OOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby —

(a) kragtens artikal 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerhied, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1992 eindig, bindend is vir die werkgeversorganisasies en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (5) (f), 17, 20, 21 and 22, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VANDER MERWE LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE AGREEMENT

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

(a) The South African Association for The Storekeeping Trade (incorporating the Witwatersrand Chamber of Reef Trade),
and

(b) The Reef (Storekeeping Trade) Employers' Association (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and

(c) The Concession Stores and Allied Trades Assistants' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the Industrial Council for the Storekeeping Trade.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Storekeeping Trade—

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

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Randfontein, Roodepoort, Springs, Vereeniging and Westonaria.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower, in terms of section 48 of the Act, and shall remain in force for a period of three years or for such period as may be specified by him.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act, any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"cash wage" means the wage earned by an employee, less deductions (if any) made in terms of clause 5 (5) (d) in respect of board and/or lodging (including laundry services) supplied;

"Council" means the Industrial Council for the Storekeeping Trade, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of section 19 of the Act;

"clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a cashier, a telephone switchboard operator and an operator of an adding, calculating or punch-card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work;

"clerk, qualified," means a clerk who has had not less than three years' service in the Trade;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (5) (f), 17, 20, 21 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

E. VAN DER MERWE LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE WINKELHANDEL

OOREENKOMS

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

(a) The South African Association for The Storekeeping Trade (waarby die Witwatersrand Chamber of Reef Trade ingelyf is),
en

(b) The Reef (Storekeeping Trade) Employers' Association (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en

(c) The Concession Stores and Allied Trades Assistants' Union (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Winkelhandel.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Winkelhandel nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Randfontein, Roodepoort, Springs, Vereeniging en Westonaria.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel, en bly van krag vir 'n tydperk van drie jaar of dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet, waar daar van 'n wet of ordonnansie melding gemaak word, omvat dit alle wysigings van sodanige wet of ordonnansie, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"kontantloon" die loon wat 'n werknemer verdien, min bedrae (indien daar is) wat afgetrek word ingevolge klousule 5 (5) (d) ten opsigte van kos en/of inwoning (met inbegrip van wasserydienste) wat verskaf word;

"Raad" die Nywerheidsraad vir die Winkelhandel wat ooreenkomstig artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word ooreenkomstig artikel 19 van die Wet geregistreer te wees;

"klerk" 'n werknemer wat skryf-, tik- of 'n ander vorm van klerklike werk verrig, en omvat dit 'n kassier, 'n telefonis en 'n bediener van 'n optel-, reken- of ponskaartmasjien, maar nie ook 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan of klerklike werk 'n deel van sodanige werknemer se werk uitmaak of nie;

"klerk, gekwalifiseer," 'n klerk met minstens drie jaar diens in die Handel;

"clerk, unqualified," means a clerk who has had less than three years' service in the Trade;

"driver of a motor vehicle" means an employee wholly or mainly engaged in driving a motor vehicle used for the conveyance of goods, other than a traveller's samples;

"employment" means unbroken service in the employment of the same employer;

"establishment" means any premises upon which the Storekeeping is carried on;

"experience" means the total length of all periods of employment which an employee has had in an occupation in which experience is relevant;

"general employee" means an employee who is engaged in performing one or more of the following duties:

- (a) Packing and mass measuring goods for stock;
- (b) receiving messages;
- (c) interpreting;
- (d) cooking or waiting at tables;
- (e) attending, in any way whatsoever, wholly or mainly to customers under the supervision of a clerk and/or salesman;
- (f) cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
- (g) loading or unloading vehicles;
- (h) carrying, moving, stacking or unpacking goods;
- (i) sorting packages or parcels; wrapping up parcels;
- (j) filling bottles or other containers for stock;
- (k) affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; stencilling and/or marking boxes, bales or other packages;
- (l) opening or closing doors, boxes, bales or other packages;
- (m) making or maintaining fires or removing refuse or ashes;
- (n) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (o) collecting cash in the case of C.O.D. sales or accepting written orders;
- (p) assisting on delivery vans or vehicles;
- (q) tending, harnessing or unharnessing animals;
- (r) oiling or greasing vehicles other than motor vehicles;
- (s) marking tea or similar beverages;

"manager means an employee who is charged by his employer with the overall—

- (a) supervision over;
- (b) responsibility for; and
- (c) direction of;

the activities of an establishment or part of an establishment and the employees engaged therein;

"Storekeeping Trade" or "Trade" means the business carried on in—

(a) a shop in respect of which all the requirements set out in section 10 (1) (b) of Ordinance 24 of 1959 (Transvaal) have been met (but excluding a butcher shop unless it is connected to and conducted on the same premises as an eating-house as contemplated in (b) hereof), and includes an undertaking which is deemed to be such a shop by virtue of section 10 (3) of the said Ordinance, which shop immediately prior to the promulgation of the Shop Hours Ordinance, 1986, (Ordinance No. 8 of 1986) operated in terms of section 10 of Ordinance 24 of 1959 or was deemed to be such a shop by virtue of section 10 (3) of the aforementioned Ordinance;

(b) a shop where meals are sold and/or supplied to Black persons (excluding other Non-White persons) in a building or structure for consumption wholly or mainly on the business premises and in respect of which a restaurant keeper's licence as contemplated in item 37 of Schedule 1 to the Licences Ordinance, 1974 (Ordinance 19 of 1974) (Transvaal), or an eating-house keeper's licence or certificate has been issued or is required, excluding, however, all multi-racial establishments; and

(c) a shop and/or eating-house in respect of which a trading certificate is required in terms of Chapter XIII of the Mining Rights Act, 1967 (Act 20 of 1967), or which is carried on by the owner or lessee of a trading site as contemplated in Chapter XIV of the said Act;

"klerk, ongekwalfiseer," 'n klerk met minder as drie jaar diens in die Handel;

"drywer van 'n motorvoertuig" 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig dryf wat gebruik word om goedere, uitgesonderd handelsreisigersmonsters te vervoer;

"diens" ononderbroke diens by dieselfde werkgewer;

"bedryfsinrigting" 'n perseel waarop die Winkelhandel gedryf word;

"ondervinding" die totale duur van alle dienstydsperke van 'n werknemer in 'n beroep waarin ondervinding toepaslik is;

"algemene werknemer" 'n werknemer wat een of meer van die volgende pligte verrig:

- (a) Goedere wat vir voorraad bestem is, verpak en massameet;
- (b) boodskappe ontvang;
- (c) tolk;
- (d) kook of by tafels bedien;
- (e) onder toesig van 'n klerk en/of 'n verkoopsman, op watter wyse ook al, uitsluitlik of hoofsaaklik klante bedien;
- (f) persele, voertuie, diere, gerei, masjinerie, implemente, gereedskap of ander artikels skoonmaak;
- (g) voertuie laai of aflaai;
- (h) goedere dra, verskuif, opmekaar stapel of uitpak;
- (i) pakkies of pakkette sorteer; pakkette toedraai;
- (j) bottels of ander houers vul wat vir voorraad bestem is;
- (k) bedrukte of klaargeadresseerde etikette aan bottels, kassies, bale of ander pakkies aanbring; kassies, bale of ander pakkies sjab-loneer en/of merk;

(l) deure, kassies, bale of ander pakkies oop- of toemaak;

(m) vure maak of aan die gang hou of afval of as verwyder;

(n) briewe, boodskappe of goedere te voet of met 'n fiets, driel-wiel of handvoertuig aflewer of vervoer;

(o) in die geval van k.b.a.-verkope, kontant invorder of skrifte-like bestellings aanneem;

(p) op afleweringswaens of -voertuie help;

(q) diere versorg, in- of uitspan;

(r) voertuie, uitgesonderd motorvoertuie, olie of smeer;

(s) tee of dergelike drank maak;

"bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele—

(a) toesig oor;

(b) verantwoordelijkheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting of gedeelte van 'n bedryfs-inrigting en die werknemers wat daarin werk;

"Winkelhandel" of "Handel" die Handel wat gedryf word in—

(a) 'n winkel ten opsigte waarvan al die vereistes nagekom is wat uiteengesit word in artikel 10 (1) (b) van Ordonnansie 24 van 1959 (Transvaal), maar uitgesonderd 'n slaghuys tensy dit verbind is aan en bestuur word op dieselfde perseel as 'n eethuis soos in (b) hier-van beoog, en omvat dit 'n onderneming wat uit hoofde van artikel 10 (3) van genoemde Ordonnansie geag word so 'n winkel te wees, welke winkel onmiddellik voor die afkondiging van die Ordonnan-sie op Winkelure, 1986, (Ordonnansie No. 8 van 1986) ingevolge artikel 10 van Ordonnansie 24 van 1959 in bedryf was of as so 'n winkel geag was uit hoofde van artikel 10 (3) van die voornoemde Ordonnansie;

(b) 'n winkel waar maaltye verkoop en/of verskaf word aan Swart persone (uitgesonderd ander Nie-Blanke persone) in 'n gebou of bouwerk vir verbruik uitsluitlik of hoofsaaklik op die besig-heidsperseel en ten opsigte waarvan 'n restouranthouerslisensie soos beoog in item 37 van Bylae 1 van die Ordonnansie op Lisen-sies, 1974 (Ordonnansie 19 van 1974) (Transvaal), of 'n eet-huishouerslisensie of -sertifikaat uitgereik is of vereis word, uitge-sonderd egter alle veelrassige bedryfsinrigtings; en

(c) 'n winkel en/of eethuis ten opsigte waarvan 'n handelsertifikaat kragtens Hoofstuk XIII van die Wet op Mynregte, 1967 (Wet 20 van 1967), vereis word, of wat bedryf word deur die eienaar of huurder van 'n handelsterrein in Hoofstuk XIV van genoemde Wet bedoel;

"salesman, qualified," means a salesman who has had not less than three years' service in the Trade;

"salesman, unqualified," means a salesman who has had less than three years' service in the Trade;

"Secretary" means the Secretary of the Council;

"touting" means the canvassing for, soliciting of, or carrying on of trade by an employer or his employee beyond and outside the confines of his licensed premises, and shall include the conveyance of customers by an employer or his employee to or from such licensed premises by any vehicle or conveyance whether owned by the employer or a third party;

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

4. WAGES

(1) (a) An employer shall pay wages at not less than the following rates per month or per week, as the case may be, and an employee shall not accept wages lower than the following: Provided that any employee whose minimum prescribed wage is reduced by virtue of the provisions of this Agreement, shall continue to receive the wage which was being paid immediately prior to the coming into operation of this Agreement.

"verkoper, gekwalifiseer," 'n verkoper met minstens drie jaar ondervinding in die Handel;

"verkoper, ongekwalifiseer," 'n verkoper met minder as drie jaar ondervinding in die Handel;

"Sekretaris" die Sekretaris van die Raad;

"klante lok" wanneer 'n werkgewer of sy werknemer klante werf of soek, of handel dryf buite die grense van sy gelisensieerde perseel, en omvat dit die vervoer van klante deur die werkgewer of sy werknemer na of van die gelisensieerde perseel met 'n voertuig of vervoermiddel, afgesien daarvan of dit die eiendom van die werkgewer of van 'n derde party is of nie;

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

4. LONE

(1) (a) 'n Werkgewer moet minstens die volgende maand- of weekloon, na gelang van die geval, betaal, en 'n werknemer mag nie laer lone as die volgende aanvaar nie: Met dien verstande dat 'n werknemer wie se minimum voorgeskrewe loon verminder word as gevolg van hierdie Ooreenkoms, nog dieselfde loon moet ontvang wat aan hom betaal was onmiddellik voordat hierdie Ooreenkoms in werking tree.

	During the first year of employment	During the second year of employment	During the third year of employment
	Per month R	Per month R	Per month R
Clerk and Salesman	248,00	285,00	327,00
Driver of—			
(a) light motor vehicle	264,00	303,00	348,00
(b) medium motor vehicle	290,00	333,00	382,00
Watchman	211,00	242,00	278,00
Manager	850,00	Incumbent may at any time negotiate with his employer for higher remuneration.	

	During the first six months of employment	During the following 12 months of employment	During the next 12 months of employment	Thereafter
	Per month R	Per month R	Per month R	Per month R
Employee not specified } General employee	210,00	240,00	275,00	315,00

	Gedurende die eerste jaar diens	Gedurende die tweede jaar diens	Gedurende die derde jaar diens
	Per maand R	Per maand R	Per maand R
Klerk en verkoper	248,00	285,00	327,00
Drywer van—			
(a) 'n ligte motorvoertuig	264,00	303,00	348,00
(b) 'n medium motorvoertuig	290,00	333,00	382,00
Wag	211,00	242,00	278,00
Bestuurder	850,00	Die werknemer kan te eniger met die werkgewer onderhandel oor hoër besoldiging.	

	Gedurende die eerste ses maande diens	Gedurende die volgende 12 maande diens	Gedurende die volgende 12 maande diens	Daarna
	Per maand R	Per maand R	Per maand R	Per maand R
Werknemer nie vermeld nie } Algemene werknemer	210,00	240,00	275,00	315,00

(2) In this Agreement all the wages prescribed are minimum wages and do not prevent the payment of higher wages.

(3) Nothing in this Agreement shall operate to reduce any wages being paid at any time which are more favourable to an employee than that laid down in this Agreement for such employee while he is in the service of the same employer.

(4) The wages or status of—
employees not specified;
general employees;
watchmen;

who return to the same employer within six months of proceeding on leave, shall not be reduced.

5. PAYMENT OF WAGES

(1) Wages and other remuneration due to an employee in terms of this Agreement or in terms of any contract between employer and employee if such contract provides for remuneration in excess of the prescribed remuneration shall be paid in cash monthly not later than the first day of the month following: Provided that when such day falls on a Sunday or public holiday, payment shall be made the following day or if an employee is employed on a weekly basis, weekly, on a Monday or on termination of employment if this takes place before the ordinary pay-day of the employee.

(2) Upon termination of employment, an employer shall pay his employee in respect of any periods of employment prior to such termination all remuneration due in terms of this Agreement or in terms of any contract between employer and employee if such contract provides for remuneration in excess of the prescribed minimum remuneration.

(3) No premium for the training of an employee shall be charged or accepted by or on behalf of an employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(4) (a) No employee shall be required to board or lodge with his employer or at any place nominated by his employer, or to purchase any goods from his employer. Any employee who agrees to accept board or lodging or both from his employer shall not be required or allowed to pay more than:

All employees:

	Per month	Per week
	R	R
For board	35,00	10,00
For lodging	35,00	10,00
For board and lodging	70,00	20,00

(b) The food and quarters, when supplied, shall be conducive to good health.

(5) No deductions of any description, other than the following, may be made from the employees wages:

(a) Subject to the provisions of clause 10 (B), where an employee absents himself from work other than at the request or on the instructions of the employer, a pro rata amount for the period of such absence, unless the employee has previously obtained leave of absence from his employer;

(b) with the written consent of the employee, deductions for sick, insurance or pension funds;

(c) contributions to Council funds in terms of clause 14 of this Agreement;

(d) deductions in terms of subclause (4) (a) of this clause in respect of board and/or lodging (including laundry services) supplied;

(e) any amount paid by an employer compelled by law or ordinance or legal process to make a payment on behalf of an employee;

(f) subscriptions to the trade union deducted in terms of clause 20 (2).

(2) In hierdie Ooreenkoms is alle voorgeskrewe lone minimum lone en verhoed dit nie die betaling van hoër lone nie.

(3) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die lone wat op 'n tydstop betaal word en wat vir 'n werknemer gunstiger is as dié wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word verminder word terwyl hy in die diens van dieselfde werkgever is nie.

(4) Die lone of status van—

werknemers wat nie spesifiek vermeld word nie;
algemene werknemers;
wagte;

wat binne ses maande nadat hulle met verlof vertrek het, na dieselfde werkgever terugkeer, mag nie verminder word nie.

5. BETALING VAN LONE

(1) Lone en ander besoldiging wat verskuldig is aan 'n werknemer ingevolge hierdie Ooreenkoms of ingevolge 'n kontrak tussen die werkgever en die werknemer, indien sodanige kontrak voorsiening maak vir hoër besoldiging as die voorgeskrewe besoldiging, moet maandeliks voor op op die eerste dag van die daaropvolgende maand in kontant betaal word: Met dien verstande dat, wanneer sodanige dag op 'n Sondag of openbare vakansiedag val, die besoldiging op die daaropvolgende dag betaal moet word, of, indien 'n werknemer op 'n weeklikse grondslag werk, dit weekliks op Maandag betaal moet word of by diensbeëindiging, indien dit voor die gewone betaaldag van die werknemer plaasvind.

(2) 'n Werkgever moet sy werknemer by diensbeëindiging ten opsigte van alle diens tydperke voor sodanige beëindiging, alle besoldiging betaal wat verskuldig is ingevolge hierdie Ooreenkoms of ingevolge 'n kontrak tussen die werkgever en die werknemer, indien sodanige kontrak vir hoër besoldiging as die minimum voorgeskrewe besoldiging voorsiening maak.

(3) 'n Werkgever mag nie 'n premie vra of aanneem ten opsigte van die opleiding van 'n werknemer nie en dit mag ook nie namens 'n werkgever gevra of aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgever regtens verplig is om by te dra nie.

(4) (a) Daar mag nie van 'n werknemer vereis word om van sy werkgever, of by 'n plek wat hy aanwys, kos of inwoning aan te neem of om goedere van sy werkgever aan te koop nie. Daar mag nie van 'n werknemer wat daartoe instem om kos of inwoning of albei van sy werkgever aan te neem, vereis word, of hy mag nie toegelaat word, om meer as die volgende te betaal nie:

Alle werknemers:

	Per maand	Per week
	R	R
Vir kos	35,00	10,00
Vir inwoning	35,00	10,00
Vir kos en inwoning	70,00	20,00

(b) Die kos en inwoning wat verskaf word, moet bevordelik wees vir die gesondheid.

(5) Daar mag geen bedrae van watter aard ook al, uitgesonderd die volgende, van die lone van werknemers afgetrek word nie:

(a) Behoudens klousule 10 (B), wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid, tensy die werknemer vooraf van sy werkgever afwesigheidsverlof verkry het;

(b) met die skriftelike toestemming van die werknemer, bedra vir siekte-, versekerings- of pensioenfondse;

(c) bydraes tot die fondse van die Raad ingevolge klousule 14 van hierdie Ooreenkoms;

(d) bydrae ingevolge subklousule (4) (a) van hierdie klousule vir kos en/of inwoning (met inbegrip van wasserydienste) wat verskaf word;

(e) 'n bedrag wat 'n werkgever ingevolge 'n wet of ordonnansie of regsgeleding namens 'n werknemer moet betaal;

(f) ledegeld aan die vakvereniging wat ingevolge klousule 20 (2) afgetrek word.

6. PROPORTION OR RATION OF EMPLOYEES

(1) An employer or partner who performs in his own shop or restaurant (eating-house) the work of an employee, other than a general employee, shall be deemed to be a qualified employee: Provided that an employer or partner who owns or has an interest in more than one shop or restaurant (eating-house) shall not be deemed to be an employee in respect of any shop or restaurant (eating-house) other than the one in which he performs the work of such employee, and not more than one of any number of partners shall be deemed to be a qualified employee in respect of any one of the shops or restaurants (eating-houses) belonging to or operated by a partnership.

(2) Subject to the provisions of the preceding subclause, one qualified employee shall be employed before an unqualified employee may be employed and for every two qualified employees not more than one unqualified employee may be employed: Provided that when an odd number of qualified employees are employed in a shop or restaurant (eating-house), an unqualified employee may be employed for the qualified employee who makes up the odd number.

(3) For the purposes of this clause, an unqualified employee who is paid wage not less than the minimum wage prescribed for a qualified employee, may, during the period he is being employed at that wage, be reckoned as a qualified employee.

(4) An employer ranking as a qualified employee in his own shop or restaurant (eating-house) may employ one general employee, but before a second general employee may be employed there shall be employed one qualified employee and thereafter there may be employed one general employee for every qualified employee employed: Provided that, for ratio purposes, the wife, mother, daughter, daughter-in-law and niece of the employer or of a director of the employing company shall not be deemed to be an employee.

(5) For the purposes of this clause, business carried on by the same employer in any shops, restaurants (eating-houses) and/or butcheries situated on the same stand or adjoining stands shall be deemed to be one business only.

7. HOURS OF BUSINESS, HOURS OF WORK, AND OVERTIME**A. Hours of business**

No employer shall open or keep open or permit to be open any shop, restaurant (eating-house) or sell, or supply goods or permit any employee to work or to sell or supply goods in or from such shop, restaurant (eating-house) and no employee shall work or sell or supply goods in or from such shop, restaurant (eating-house) — earlier than 05h00 and later than 23h30.

B. Hours of work

(1) (a) No employer shall require or permit any employee —

(i) to work more than 46 hours in any one week; or

(ii) to work for more than eight and a half hours on any one day: Provided that an employer may require or permit any employee to work for nine hours on one day of the week; or

(iii) to work for more than a continuous period of five hours without one uninterrupted interval of at least one hour: Provided that periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or

(iv) to work on more than six days in any one week; or

(v) to work on any day for a spreadover which exceeds 11 hours; or

(vi) to work after 13h00 on more than five days in any one week.

(b) The provisions of this clause shall not apply to watchmen. Any such employee may be employed during the period between the closing and opening hours of business: Provided that in the case of watchmen the total period of continuous duty shall not exceed 12 hours and a break of 12 hours shall be granted after every such period of continuous duty: Provided further that watchmen shall not be required or permitted to work for more than six nights in any one week, other than in the case of an emergency when he shall be remunerated at one and a third times his daily rate for any period or part thereof exceeding six nights in any one week.

6. GETALSVIRHOUDINGE VAN WERKNEMERS

(1) 'n Werkgewer of vennoot wat in sy eie winkel of restaurant (eethuis) die werk verrig van 'n werknemer, uitgesonderd 'n algemene werknemer, moet geag word 'n gekwalifiseerde werknemer te wees: Met dien verstande dat 'n werkgewer of vennoot wat meer as een winkel of restaurant (eethuis) besit, of daarby belang het, nie geag moet word 'n werknemer te wees nie ten opsigte van 'n winkel of restaurant (eethuis), uitgesonderd daardie een waarin hy die werk van sodanige werknemer verrig, en hoogstens een uit 'n aantal vennote moet geag word 'n gekwalifiseerde werknemer te wees ten opsigte van een van die winkels of restaurants (eethuise) wat aan 'n vennootskap behoort of daardeur bedryf word.

(2) Behoudens die voorafgaande subklousule, moet een gekwalifiseerde werknemer in diens wees voordat 'n ongekwalifiseerde werknemer in diens geneem kan word, en vir elke twee gekwalifiseerde werknemers mag hoogstens een ongekwalifiseerde werknemer in diens geneem word: Met dien verstande dat wanneer 'n ongelyke getal gekwalifiseerde werknemers in 'n winkel of restaurant (eethuis) werksaam is, 'n ongekwalifiseerde werknemer in diens geneem kan word ten opsigte van die gekwalifiseerde werknemer wat die getal ongelyk maak.

(3) Vir die toepassing van hierdie klousule kan 'n ongekwalifiseerde werknemer wat minstens die minimum voorgeskrewe loon vir 'n gekwalifiseerde werknemer betaal word, geag word 'n gekwalifiseerde werknemer te wees vir die tydperk waarin hy teen dié loon werksaam is.

(4) 'n Werkgewer wat in sy eie winkel of restaurant (eethuis) as 'n gekwalifiseerde werknemer geag word, kan een algemene werknemer in diens neem, maar voordat 'n tweede algemene werknemer in diens geneem mag word, moet daar een gekwalifiseerde werknemer in diens wees, en daarna kan daar vir elke gekwalifiseerde werknemer in diens een algemene werknemer in diens geneem word: Met dien verstande dat die vrou, moeder, dogter, skoonogter en niggie van die werkgewer of van 'n direkteur van die indiensnemende maatskappy, vir verhoudingsdoeleindes nie geag moet word 'n werknemer te wees nie.

(5) Vir die toepassing van hierdie klousule moet besigheid wat dieselfde werkgewer in winkels, restaurants (eethuise) en/of slagterye dryf wat op dieselfde standplaas of aanliggende standplaas geleë is, geag word slegs een besigheid te wees.

7. BESIGHEIDSURE, WERKURE EN OORTYDWERK**A. Besigheidsure**

Geen werkgewer mag 'n winkel, restaurant (eethuis) oopmaak of oop-hou of toelaat dat dit oop is nie, en by mag ook nie in of vanuit sodanige winkel, restaurant (eethuis) goedere verkoop of verskaf of toelaat dat 'n werknemer daarin werk of goedere daarin of daaruit verkoop of verskaf nie, en geen werknemer mag goedere in of vanuit sodanige winkel, restaurant (eethuis) verkoop of verskaf of daarin werk nie — voor 05h00 en na 23h30.

B. Werkure

(1) (a) Geen werkgewer mag van 'n werknemer vereis of hom toelaat —

(i) om langer as 46 uur in 'n week te werk nie; of

(ii) om langer as agt en 'n half uur op 'n dag te werk nie: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis of hom kan toelaat om nege uur op een dag die week te werk; of

(iii) om langer as vyf uur aaneen te werk sonder 'n ononderbroke pouse van minstens een uur nie: Met dien verstande dat werktidperke wat deur 'n pouse van minder as eenuur onderbreek word, geag moet word aaneenlopend te wees; of

(iv) om op meer as ses dae in 'n week te werk nie; of

(v) om op 'n dag vir 'n werkdagbestek van langer as 11 uur te werk nie; of

(vi) om op meer as vyf dae in 'n week na 13h00 te werk nie.

(b) Hierdie klousule is nie op wagt van toepassing nie. Sodanige werknemers kan werksaam wees in die tydperk na sluitingstyd en voordat die besigheid oopmaak: Met dien verstande dat in die geval van wagt die totale tydperk aaneenlopende diens hoogstens 12 uur mag wees en dat 'n pouse van 12 uur toegestaan moet word na elke sodanige tydperk van aaneenlopende diens: Voorts met dien verstande dat daar nie van wagt vereis of hulle nie toegelaat mag word om meer as ses nagte in 'n bepaalde week te werk nie, uitgesonderd in die geval van 'n noodtoestand, en dan moet hy teen een en 'n derde maal sy dagloon betaal word vir sodanige tydperk of gedeelte daarvan wat meer as ses nagte in 'n bepaalde week is.

(2) Subject to the provisions of any law from time to time in force, an employer may require or permit an employee to perform work in connection with stocktaking, outside of such employee's normal hours of work: Provided that the employer obtains prior permission from the Council: Provided further that the employee who is so required or permitted to work in connection with stocktaking shall be paid overtime at the rate of one and a third times his hourly wage in respect of each hour or part of an hour so worked.

C. Overtime

(a) An employer shall pay an employee (excluding a watchman) who works in excess of 46 hours per week, overtime at the rate of one and a third times his hourly wage in respect of each hour or part of an hour so worked.

(b) An employer shall not require or permit an employee to work overtime for more than seven hours in any week.

8. ATTENDANCE REGISTER AND TIME-TABLE

(1) (a) Every employer shall provide an attendance register for each employee in the form prescribed in Annexure A and shall keep the same at all times during business hours open to inspection by the person duly authorised by the Council to inspect the same.

(b) An attendance register is the property of an employer and shall be retained for three clear years subsequent to the date of the last entry therein.

(2) Unless precluded from doing so by sickness or other unavoidable cause, immediately on entering and before leaving the establishment at the beginning or end of each day every such employee shall on every day on which he is employed therein make in ink or indelible pencil such entries in the attendance register as are appropriate to the circumstances; any alteration to any entry made by an employee shall be initialled by such employee.

(3) Every employer shall before 10h00 on Monday of each week or the next day if the Monday is a public holiday, prepare or cause to be prepared in ink or indelible pencil a time-table in the form prescribed in Annexure B showing the days and hours during which in accordance with clause 7 of this Agreement each of his employees is to work during the succeeding seven days, and shall keep such time-table continuously exhibited during this period: Provided that if the hours of work of an employee are not changed from week to week his time-table may be endorsed "Week commencing and until further notice": Provided further that when the hours of work are changed, a fresh time-table shall be prepared.

9. CERTIFICATE OF SERVICE

(1) An employer shall without charge give a certificate of service in the form prescribed in Annexure C to each of his qualified or unqualified employees at the time he leaves the employer's service. The employer shall cause all certificates to be numbered consecutively, and shall keep a duplicate copy of each certificate issued by him, and shall forward a further copy of each certificate to the Secretary of the Council not later than two weeks after the termination of the employee's service.

(2) No employer shall engage any such employee unless and until such employee produces a certificate of service issued to him in terms of subclause (1) of this clause or a certificate signed by the Secretary of the Council indicating the length of such employee's service, if any, in the Trade. The Secretary of the Council shall on request issue any such certificate.

10. PAID LEAVE AND SICK LEAVE

A. Paid leave

(1) (a) Every employer shall grant to every employee employed by him in respect of each period of 12 months' employment with him, and not later than two months after the termination of the said period, leave of absence on full pay.

(b) The period of annual leave to which an employee is entitled shall be 18 consecutive work days: Provided that—

(i) the period of such leave shall not be concurrent with any period during which the employee performs military service under the Defence Act, 1957, or sick leave in terms of clause 10 B;

(2) Behoudens 'n wet wat van tyd tot tyd van krag is, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om buite sodanige werknemer se gewone werkure werk in verband met voorraad-opname te doen: Met dien verstande dat die werkgewer vooraf toestemming van die Raad verkry: Voorts met dien verstande dat 'n werknemer van wie aldus vereis word of wat toegelaat word om in vervand met voorraadopname te werk oortyd betaal moet word teen een en 'n derde van sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus gewerk het.

C. Oortydwerk

(a) 'n Werkgewer moet 'n werknemer (uitgesonderd 'n wag) wat langer as 46 uur per week werk, oortyd betaal teen een en 'n derde van sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus gewerk het.

(b) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as sewe uur in 'n week oortyd te werk nie.

8. BYWONINGSREGISTER EN TYDTAFEL

(1) (a) Elke werkgewer moet vir elke werknemer, 'n bywoningsregister, in die vorm in Aanhangsel A voorgeskryf, verskaf, en hy moet dit te alle tye gedurende besigheidsure ter insae laat lê sodat die persoon wat deur die Raad behoorlik daartoe gemagtig word, dit kan ondersoek.

(b) 'n Bywoningsregister is die eiendom van 'n werkgewer en moet vir drie volle jare na die datum van die laaste inskrywing daarin bewaar word.

(2) Tensy siekte of 'n ander onvermydelike oorsaak hom verhoed om dit te doen, moet 'n werknemer onmiddellik wanneer hy die bedryfsinrigting binnegaan en voordat hy dit verlaat aan die begin of einde van elke dag, op elke dag wat hy daarin werksaam is, in ink of met 'n inktlood dié aantekening in die bywoningsregister inskryf wat deur die omstandighede vereis word, en die werknemer moet 'n verandering wat hy aan 'n inskrywing aanbring, parafeer.

(e) Elke werkgewer moet voor 10h00 op Maandag in elke week, of op die daaropvolgende dag indien die Maandag 'n openbare vakansiedag is, 'n tydtabel in die vorm in Aanhangsel B voorgeskryf, in ink of met 'n inktlood opstel of laat opstel wat die dae en ure wat elkeen van sy werknemers ooreenkomstig klousule 7 van hierdie Ooreenkomste gedurende die daaropvolgende sewe dae moet werk, aantoon, en hy moet sodanige tydtabel sonder onderbreking gedurende hierdie tydperk ten toon gestel hou: Met dien verstande dat indien 'n werknemer se werkure week na week nie verander word nie, die woorde "Week wat op begin en tot nadere kennisgewing", oor sy tydtabel geskryf kan word: Voorts met dien verstande dat, wanneer die werkure verander word, 'n nuwe tydtabel opgestel moet word.

9. DIENSSERTIFIKAAT

(1) 'n Werkgewer moet 'n dienssertifikaat in die vorm in Aanhangsel C voorgeskryf gratis aan elkeen van sy gekwalifiseerde of ongekwalifiseerde werknemers gee wanneer by die werkgewer se diens verlaat. Die werkgewer moet alle sertifikate agtereenvolgens laat nommer, hy moet 'n duplikaatkopie van elke sertifikaat wat hy uitreik, behou, en ook binne twee weke na die beëindiging van die werknemer se diens, 'n kopie van elke sertifikaat aan die Sekretaris van die Raad stuur.

(2) Geen werkgewer mag 'n werknemer in diens neem nie tensy en tot tyd en wyl sodanige werknemer 'n dienssertifikaat voorlê wat ingevolge subklousule (1) van hierdie klousule aan hom uitgereik is, of 'n sertifikaat wat die Sekretaris van die Raad onderteken het en wat die duur van sodanige werknemer se diens in die Handel, indien daar is, aandui. Die Sekretaris van die Raad moet sodanige sertifikaat op versoek uitreik.

10. VERLOF EN SIEKTEVERLOF MET BESOLDIGING

A. Verlof met besoldiging

(1) (a) Elke werkgewer moet aan elke werknemer wat by hom werksaam is, ten opsigte van elke tydperk van 12 maande diens by hom, en hoogstens twee maande na die einde van vermelde tydperk, afwesigheidsverlof met volle besoldiging toestaan.

(b) Die jaarlikse verloftydperk waarop 'n werknemer geregtig is, is 18 agtereenvolgende werkdade: Met dien verstande dat—

(i) sodanige verloftydperk nie mag saamval nie met 'n tydperk waarin die werknemer militêre diens ingevolge die Verdieningswet, 1957, verrig of met siekteverlof ingevolge klousule 10 B;

(ii) if any public holiday fall within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) Every employee shall be entitled to leave on full pay on all public holidays, or when he is employed on a public holiday, to leave on full pay on a day in substitution for such holiday, such substituted leave to be cumulative and added to any period of holiday leave due under subclause (1).

(3) The employer shall pay an employee to whom leave is granted under subclause (1), his pay respect of the period of leave not later than the last working day before the commencement of the said period.

(4) Upon termination of employment, the employer shall pay the employee leave pay in respect of the period of employment with the employer after the date on which he last became entitled to leave or in the case of an employee who has been employed for less than 12 months after the date of commencement of his employment, on the following basis: One and a half day's pay for each completed month of employment; such leave pay to be calculated on the remuneration the employee was receiving immediately before such termination.

(5) Leave and notice of termination of employment shall not run concurrently.

(6) Any period during which an employee—

(a) is on leave in terms of subclause (1);

(b) performs military service in pursuance of the Defence Act, 1957;

(c) is absent from work on the instructions or at the request of the employer;

(d) is absent from work owing to illness;

shall be deemed to be employment for the purposes of this clause: Provided that the provisions of paragraph (d) shall not apply in respect of any period of absence of more than three consecutive days, if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that part of any total period of absence during any 12 months of employment, which is in excess of eight weeks: Provided further that four months only of any period of military service shall in terms of this clause be deemed to be employment.

(7) Any amount paid to an employee in terms of subclause (3) or (4) shall be calculated at the rate of pay which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated.

(8) For the purposes of this clause, employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) a date one year prior to the date of commencement of this Agreement; or

(c) the date on which an employee who had, in terms of any law and within the period referred to in paragraph (b) been granted leave of absence on full pay, became entitled to such leave in terms of such law.

(9) Subject to the provisions of subclause (4), no employer shall agree with an employee, to pay him any amount in lieu of leave, or shall pay him such amount.

B. Remuneration during sickness

An employer who is absent from work through sickness or accident not caused by the employee's own negligence or misconduct shall be paid—

(a) during the first 18 consecutive months of employment at a rate of not more than one work-day in respect of each completed month of employment;

(b) during any succeeding year his full wage for a period not exceeding an aggregate of three weeks during any one year in such period of employment.

(ii) indien 'n openbare vakansiedag binne sodanige verloftydperk val, sodanige vakansiedag by genoemde tydperk getel moet word as 'n verdere tydperk van afwesighedsverlof met volle betaling.

(2) Elke werknemer is geregtig op verlof met volle besoldiging, ten opsigte van alle openbare vakansiedae of, wanneer hy op 'n openbare vakansiedag werk, op verlof met volle besoldiging op 'n dag wat sodanige vakansiedag vervang, en sodanige verlof wat die vakansiedae vervang, loop op en moet by 'n vakansieverloftydperk wat ingevolge subklousule (1) verskuldig is, gevoeg word.

(3) Die werkgewer moet 'n werknemer aan wie verlof ingevolge subklousule (1) toegestaan word, voor of op die laaste werkdag voor die aanvang van genoemde verloftydperk, sy loon ten opsigte van dié tydperk betaal.

(4) Wanneer 'n werknemer se diens beëindig word, moet die werkgewer hom betaal ten opsigte van verlof vir die dienстыdperk by die werkgewer na die datum waarop hy laas op verlof geregtig geword het, of in die geval van 'n werknemer wat na die aanvangsdatum van sy diens vir minder as 12 maande by hom werksaam was, op die volgende grondslag betaal: Een en 'n halwe dae vir elke voltooide maand diens; en sodanige verlofbetaling moet bereken word volgens die besoldiging wat die werknemer onmiddellik voor sodanige beëindiging ontvang het.

(5) Verlof of kennisgewing van diensbeëindiging mag nie saamval nie.

(6) Alle tydperke wat 'n werknemer—

(a) kragtens subklousule (1) met verlof is;

(b) ingevolge die Verdedigingswet, 1957, militêre diens verrig;

(c) op las óf op versoek van die werkgewer van sy werk afwesig is;

(d) weens siekte van sy werk afwesig is;

moet vir die toepassing van hierdie klousule geag word diens te wees: Met dien verstande dat paragraaf (d) nie van toepassing is nie ten opsigte van 'n afwesigheds tydperk van meer as drie agtereenvolgende dae, indien die werknemer in gebreke bly om, wanneer die werkgewer hom om 'n sertifikaat versoek, 'n sertifikaat van 'n mediese praktisyn aan die werkgewer voor te lê waarin gestaaf word dat hy weens siekte verhinder is om sy werk te doen, of 'n sertifikaat voor te lê ten opsigte van daardie gedeelte van 'n totale afwesigheds tydperk gedurende 12 maande diens, wat langer as agt weke is: Voorts met dien verstande dat slegs vier maande van 'n tydperk van militêre diens ingevolge hierdie klousule geag moet word diens te wees.

(7) 'n Bedrag wat ingevolge subklousule (3) of (4) aan 'n werknemer betaal word, moet bereken word volgens die loon wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig was, of sy diens geëindig het.

(8) Vir die toepassing van hierdie klousule moet diens geag word te begin vanaf—

(a) die datum waarop die werknemer tot die werkgewer se diens toetree het; of

(b) 'n datum een jaar voor die inwerkingtredingsdatum van hierdie Ooreenkoms; of

(c) die datum waarop 'n werknemer wat ingevolge 'n wet en binne die tydperk in paragraaf (b) bedoel verlof met volle besoldiging toegestaan is, ingevolge dié wet op die verlof geregtig geword het.

(9) Behoudens subklousule (4) mag geen werkgewer met 'n werknemer ooreenkom om hom 'n bedrag in plaas van verlof te betaal, of dit aan hom betaal nie.

B. Besoldiging gedurende siekte

'n Werknemer wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet soos volg betaal word:

(a) Gedurende die eerste 18 agtereenvolgende maande diens teen hoogstens een werkdag vir elke voltooide maand diens;

(b) Gedurende elke daaropvolgende jaar sy volle loon vir 'n tydperk van altesaam hoogstens drie weke in 'n bepaalde jaar gedurende sodanige dienстыdperk.

Where an employee absents himself from work through sickness or accident for three consecutive days, the employer may require the employee to produce a medical certificate in proof of such sickness or accident.

11. TERMINATION OF EMPLOYMENT

(1) An employer or his employee who desires to terminate the contract of employment shall be required to give 24 hours' notice of such termination during the first two weeks of employment and thereafter shall give not less than 48 hours' notice during the following eight weeks of employment and thereafter not less than one week's notice of termination of employment, or an employer and an employee may terminate the contract without notice by paying the employer the employee, as the case may be, in lieu of such notice not less than—

(a) in the case of 24 hours' notice, the daily wage which the employee is receiving at the time of such termination;

(b) in the case of 48 hours' notice, double the daily wage which the employee is receiving at the time of such termination;

(c) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination.

(2) This clause shall not affect the employer's or the employee's right to terminate the contract of service without notice for any good cause recognised by law as sufficient, nor shall it affect any agreement between an employer and an employee which provides for a longer period of notice than that specified in this clause.

(3) The notice prescribed in subclause (1) shall not run concurrently with or be given during an employee's absence on leave, or whilst he is performing military service in terms of Defence Act, 1957, or during any period of absence due to illness.

12. EXISTING CONTRACTS

Subject to the provisions of clause 4 (3), any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of the Agreement.

13. PARTICULARS FOR REGISTRATION

(1) Every employer in the Trade at the date on which this Agreement comes into operation shall within 14 days, if he has not already done so pursuant to any previous agreement administered by the Council, and every employer entering the Trade after that date shall, within 14 days from the date on which he commences business, forward to the Secretary particulars for registration in the form prescribed in Annexure D.

(2) The Secretary shall maintain a register of employers (including partnerships and limited companies) and of their employees.

(3) Every employer shall forward to the Secretary a return in the form prescribed in Annexure E of every new employee within 14 days of engagement of such employee, and shall also notify the Secretary within 14 days in the form prescribed in Annexure F of any changes in the wages paid to any employee.

14. COUNCIL FUNDS

The funds of the Council shall be provided in the following manner:

(a) (i) Every employer in the Trade shall in respect of each business he owns or conducts in the said Trade pay to the Council the sum of R12,00 which shall fall due on 1 January of each year.

(ii) Every employer who enters the Trade after the date of coming into operation of this Agreement shall in respect of each business he owns or conducts in the said Trade pay to the Council a pro rata part of the unexpired part of the year and thereafter R12,00 every 12 months.

(iii) The fees referred to in this clause shall be payable within two weeks of the date they become due. For the purposes of this subclause, business carried on by the same employer in a shop, a eating-house and/or a butcher's shop, situated on the same or adjoining stands, shall be deemed to be one business only.

Wanneer 'n werknemer weens siekte of 'n ongeluk vir drie agtereenvolgende dae van sy werk afwesig is, kan die werkgewer van die werknemer vereis om ter staving van sodanige siekte of ongeluk 'n mediese sertifikaat voor te lê.

11. DIENSBEEÏNDIGING

(1) 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet gedurende die eerste twee weke diens 24 uur kennis van diensbeëindiging gee, gedurende die volgende agt weke diens minstens 48 uur kennis en daarna minstens een week kennis van diensbeëindiging, of 'n werkgewer en 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur die werkgewer of die werknemer, na gelang van die geval, in plaas van sodanige kennisgewing 'n bedrag te betaal van minstens—

(a) in die geval van 24 uur kennis, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(b) in die geval van 48 uur kennis, twee maal die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(c) in die geval van 'n week kennis, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang.

(2) Hierdie klousule raak nie die werkgewer of die werknemer se reg om die dienskontrak om 'n regs geldige rede sonder kennisgewing te beëindig nie, en dit raak ook nie 'n ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n langer kennisgewingstermyn as dié wat in hierdie klousule voorgeskryf word nie.

(3) Die opseggingstyd in subklousule (1) voorgeskryf, mag nie saamval nie met, of kennis mag ook nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof of terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, verrig of gedurende 'n tydperk van afwesigheid as gevolg van siekte.

12. BESTAANDE KONTRAKTE

Behoudens klousule 4 (3) is 'n dienskontrak wat op die inwerkingtredingsdatum van hierdie Ooreenkoms geld, onderworpe aan die bepalings van die Ooreenkoms.

13. REGISTRASIEBESONDERHEDE

(1) Elke werkgewer, wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Handel handel dryf, moet binne 14 dae, indien hy dit nie reeds gedoen het ingevolge 'n vorige ooreenkoms wat deur die Raad geadministreer word nie, en elke werkgewer wat na daardie datum tot die Handel toetree, moet binne 14 dae vanaf die datum waarop hy met die besigheid begin, die registrasiebesonderhede in die vorm in Aanhangsel D voorgeskryf aan die Sekretaris stuur.

(2) Die Sekretaris moet 'n register van werkgewers (met inbegrip van vennootskappe en maatskappye met beperkte aanspreeklikheid) en van hul werknemers byhou.

(3) Elke werkgewer moet binne 14 dae nadat hy 'n werknemer in diens geneem het, aan die Sekretaris 'n staat in die vorm in Aanhangsel E voorgeskryf ten opsigte van elke nuwe werknemer stuur, en hy moet ook die Sekretaris binne 14 dae in die vorm in Aanhangsel F voorgeskryf in kennis stel van alle veranderings in die lone wat aan 'n werknemer betaal word.

14. FONDSE VAN DIE RAAD

Die fondse van die Raad moet op die volgende wyse verkry word:

(a) (i) Elke werkgewer in die Handel moet ten opsigte van elke besigheid wat hy besit of dryf in genoemde handel aan die Raad die bedrag van R12,00 betaal, wat op 1 Januarie van elke jaar verskuldig word.

(ii) Elke werkgewer wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Handel toetree, moet ten opsigte van elke besigheid wat hy besit of dryf in genoemde Handel aan die Raad 'n pro rata-gedeelte van die onverstreke gedeelte van die jaar betaal, en daarna R12,00 elke 12 maande.

(iii) Die gelde in hierdie klousule bedoel, moet binne twee weke na die datum waarop dit verskuldig word, betaal word. Besigheid wat dieselfde werkgewer in 'n winkel, eethuis en/of slagtery dryf wat op dieselfde of aanliggende standplase geleë is, moet vir die toepassing van hierdie subklousule geag word slegs een besigheid te wees.

(b) One and a half cents for every R1 or part thereof of the monthly wage due to an employee (before any deductions permissible under this Agreement are made) shall be deducted by the employer. To the aggregate of the amount so deducted the employer shall add an equal amount and forward the total sum monthly but not later than the 10th day of each month to the Secretary at P.O. Box 5347, Johannesburg, 2000, or pay it to any other person duly authorised by the Council to receive such payment. In the case of a weekly-paid employee, the amount upon which the fee shall be based shall be four and a third times the weekly wage.

15. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

16. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix in respect of any person granted exemption, the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

(3) The Secretary shall issue to every person granted exemption a licence in terms of section 51 (3) of the Act, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period the exemption shall operate.

(4) The Secretary shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted to an employee, forward a copy of the licence to the employer concerned.

17. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

Every employer shall grant to any of his employees who is a representative on the Council every reasonable facility to attend to his duties in connection with the Council.

18. VICTIMISATION

Attention is drawn to the provisions of section 66 of the Act, which forbids the dismissal of an employee for the reasons stated therein.

19. NOTICES TO BE EXHIBITED

Every employer shall exhibit in some conspicuous place upon his premises the notice required to be posted by an employer in terms of section 58 of the Act, and a copy of this Agreement.

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) (a) (i) No employer who is a member of any one of the employers organisations shall continue to employ an employee who, while being eligible for membership of the trade union, is not a member of the trade union as at the date of coming into operation of this Agreement or who does not become a member of the trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement.

(ii) No member of the trade union may continue his employment with an employer who is not a member of any one of the employers' organisations as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of any one of the employer's organisations.

(b) Die werkgewer moet ten opsigte van elke R1, of gedeelte daarvan, van die maandloon wat aan 'n werknemer verskuldig is (voordat bedrae wat kragtens hierdie Ooreenkoms afgetrek mag word, afgetrek word), een en 'n half sent aftrek, en die werkgewer moet by die totale bedrag wat aldus afgetrek word, 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag maandeliks, voor of op die 10de dag van elke maand, aan die Sekretaris, Posbus 5347, Johannesburg, 2000, stuur of dit aan 'n ander persoon betaal wat behoorlik deur die Raad gemagtig is om sodanige betaling te ontvang. In die geval van 'n werknemer wat weekliks betaal word, is die bedrag waarop die fooi gegrond moet word vier en 'n derde maal die weekloon.

15. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

16. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes stel waarop sodanige vrystelling geld: Met dien verstande dat die Raad, indien hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingssertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat ooreenkomstig artikel 51 (3) van die Wet uitreik, waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word;
- (d) die tydperk wat die vrystelling geldig is.

(4) Die Sekretaris moet—

- (a) alle sertifikate agtereenvolgens nommer;
- (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

17. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die Raad na te kom.

18. VIKTIMISASIE

Die aandag word gevestig op artikel 66 van die Wet waarin die ontslag van 'n werknemer om die redes wat daarin gemeld word, verbied word.

19. VERTONING VAN KENNISGEWINGS

Elke werkgewer moet in 'n opvallende plek op sy perseel die kennisgewing wat ingevolge artikel 58 van die Wet opgeplak moet word, en 'n kopie van hierdie Ooreenkoms vertoon.

20. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) (a) (i) Geen werkgewer wat lid is van enigeen van die werkgewersorganisasies mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van die vakvereniging toelaatbaar is, op die datum waarop hierdie Ooreenkoms in werking tree nie lid van die vakvereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, lid van die vakvereniging word nie.

(ii) Geen lid van die vakvereniging mag in diens bly by 'n werkgewer wat nie lid is van een van die werkgewersorganisasies op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, lid van een van die werkgewersorganisasies word nie.

(b) Proof of membership of the trade union or one of the employers' organisations shall be the production of a receipt for the subscription current in accordance with the constitution of the trade union or employers' organisations respectively.

(c) This subclause shall not apply where membership of a party to this Agreement is in the opinion of the Council refused without good reason or where a member of a party to the Agreement has in the opinion of the Council been unreasonably expelled and the applicant or member concerned has reported to the Council within 14 days.

(2) Every employer shall deduct from the wages of each member of the trade union in his employ the monthly subscription due to the trade union and shall forward the total amount to the General Secretary of The Concession Stores and Allied Trades Assistants' Union, P.O. Box 5347, Johannesburg, 2000, by the 10th day of each month.

(3) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 90 days of commencement of his employment in the Trade refused an invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

21. ORGANISATION OF EMPLOYEES

Every employer shall permit any person or persons nominated by the trade union and authorised by the Council, in writing, to enter from time to time his shop or eating-house outside the employees' ordinary working hours or during the lunch hours for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting and distributing notices issued by the trade union;
- (d) collecting members' contributions; or
- (e) carrying out other trade union business.

22. AGENTS

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to permit such agent or agents to institute such enquiries and examine such books and documents as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

23. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall employ any person under the age of 15 years.

24. TOUTING PROHIBITED

No employer shall tout or require or permit any employee to engage in touting.

25. KEEPING OF RECORDS

Records which relate to remuneration to be paid, time to be worked or such other particulars which are required to be kept in terms of and in accordance with section 57 of the Labour Relations Act, 1956, and Annexure G hereof shall be kept written up by the employer daily in a legible manner in ink and the said records shall be produced for inspection on demand by an agent of the Council. Such records shall be retained for a period of three years subsequent to the occurrence of the events recorded and must be available for inspection at any time within that period.

26. ULTRA VIRE

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of the Agreement.

Signed at Johannesburg, on behalf of the parties, this 17th day of November 1988.

J. MYBURGH,
Chairman of the Council.

H. DINER,
Vice-Chairman of the Council.

J. VOLSCHENK,
Acting Secretary of the Council.

(b) Voorlegging van 'n kwitansie vir die lopende ledegeld ooreenkomstig die konstitusie van onderskeidelik die vakvereniging of werkgewersorganisasies, dien as bewys van lidmaatskap van die vakvereniging of een van die werkgewersorganisasies.

(c) Hierdie subklousule is nie van toepassing nie waar lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder 'n grondige rede geweier is, of waar 'n lid van 'n party by die Ooreenkoms, na die mening van die Raad, onredelikerwys uitgesit is, en die betrokke aansoeker of lid dit binne 14 dae by die Raad aange-meld het.

(2) Elke werkgewer moet van die loon van elke lid van die vakvereniging wat by hom werk, die maandelikse ledegeld wat aan die vakvereniging verskuldig is, aftrek, en die totale bedrag voor of op die 10de dag van elke maand aan die Hoofsekretaris van The Concession Stores and Allied Trades Assistants' Union, Posbus 5347, Johannesburg, 2000, stuur.

(3) Hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binne gekom het: Met dien verstande dat, indien 'n immigrant te eniger tyd na die eerste 90 dae nadat hy in die Handel begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

21. ORGANISASIE VAN WERKNEMERS

Elke werkgewer moet 'n persoon of persone wat deur die vakvereniging aangewys en deur die Raad skriftelik daartoe gemagtig word, toelaat om van tyd tot tyd sy winkel of eethuis buite die werknemers se gewone werkure of gedurende die etenstyd binne te gaan ten einde—

- (a) oor vakverenigingaangeleenthede met werknemers onderhoude te voer;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik word, op te plak en te versprei;
- (d) ledegeld van lede in te vorder; of
- (e) ander vakverenigingsake te doen.

22. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help om hierdie Ooreenkoms toe te pas, en dit is die plig van elke werkgewer en werknemer om sodanige agent of agente toe te laat om dié navrae te doen en dié boeke en dokumente te ondersoek wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word.

23. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werknemer mag enigiemand onder die ouderdom van 15 jaar in diens neem nie.

24. KLANTE LOK VERBODE

Geen werkgewer mag klante lok of van 'n werknemer vereis of hom toelaat om klante te lok nie.

25. BYHOU VAN REGISTERS

Registers wat betrekking het op die besoldiging wat betaal moet word, tyd wat gewerk moet word of dié ander besonderhede wat ingevolge en ooreenkomstig artikel 57 van die Wet op Arbeidsverhoudinge, 1956, en Aanhangsel G hiervan gehou moet word, moet daagliks deur die werkgewer op 'n leesbare wyse met ink bygehou word, en gemelde registers moet, wanneer 'n agent van die Raad daarom versoek, vir ondersoek voorgelê word. Sodanige registers moet gehou word vir 'n tydperk van drie jaar na die gebeurtenisse wat daarin opgeteken is, en moet in daardie tydperk te eniger tyd ter insae beskikbaar wees.

26. ULTRA VIRE

Indien 'n bepaling van hierdie Ooreenkoms deur 'n bevoegde hof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke tydperk van die Ooreenkoms.

Namens die partye op hede die 17de dag van November 1988 in Johannesburg onderteken.

J. MYBURGH,
Voorsitter van die Raad.

H. DINER,
Ondervoorsitter van die Raad.

J. VOLSCHENK,
Waarnemende Sekretaris van die Raad.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE
ATTENDANCE REGISTER

Entries to be made by employees										Remarks (if any)			
Year	Month	Signature	Time of commencing work	Meal hours				Time of finishing work	Total number of hours worked		Employee	Employer	Agent
Day of week and date	Off			On	Off	On	Each day		Each week	Reasons for employee's absence			
1. Monday.....													
2. Tuesday.....													
3. Wednesday.....													
4. Thursday.....													
5. Friday.....													
6. Saturday.....													
7. Sunday.....													
Etc													

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE WINKELHANDEL
BYWONINGSREGISTER

Inskrywings wat deur werknemers gemaak moet word										Opmerkings (as daar is)					
Jaar	Maand	Handtekening	Aanvangstyd van werk	Etensure				Uitskeityd van werk	Totale getal ure gewerk		Werknemer	Werkgewer	Agent		
Dag van week en datum				Vanaf	Tot	Vanaf	Tot		Elke dag	Elke week		Redes vir werknemer se afwesigheid			
1. Maandag															
2. Dinsdag															
3. Woensdag															
4. Donderdag															
5. Vrydag															
6. Saterdag															
7. Sondag															
Ens															

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE

Time-table for week commencing
*(and until further notice)

Name of employee

Day	Time of commencing work	Interval		Time of finishing work
		Off duty	On duty	
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

* See proviso to clause 8 (3) of Agreement.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE WINKELHANDEL

Tydtafel vir week wat begin op
*(en tot nader kennisgewing)

Naam van werknemer

Dag	Aanvangstyd van werk	Pouse		Uitskeityd van werk
		Vanaf	Tot	
Maandag				
Dinsdag				
Woensdag				
Donderdag				
Vrydag				
Saterdag				
Sondag				

* Sien voorbehoudsbepaling van klousule 8 (3) van Ooreenkoms.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE

Employer's consecutive No.

CERTIFICATE OF SERVICE

[Issued in terms of clause 9 (1) of the Agreement for the Storekeeping Trade]

A.—Particulars of employer

1. Trading name
2. Business address

B.—Particulars of employee

3. Name (in full)
4. Private address
5. Age
6. Capacity in which employed
7. Minimum wage payable in terms of Agreement (see clause 4) R..... per
(week or month)
8. Actual wage being paid in cash at date of discharge R..... per
(week or month)
9. Value of board provided (if any) (see Agreement, clause 5) R..... per
(week or month)
10. Value of lodging provided (if any) (see Agreement, clause 5) R..... per
(week or month)
11. Amount of total remuneration (wages, board and/or lodging) R..... per
(week or month)
12. Date services commenced
13. Date services terminated

Signature of employer

Date of issue

(a) *Original*.—To be handed to employee at the time he leaves employer's service.(b) *Duplicate*.—To be retained by employer.(c) *Copy*.—To be forwarded to the Secretary, P.O. Box 5347, Johannesburg, 2000.

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE

REGISTRATION IN THE STOREKEEPING TRADE

(If this form is completed by any person other than the signatory, the signature should be witnessed)

To the Secretary
Industrial Council for the Storekeeping Trade
Post Office Box 5347
Johannesburg, 2000

Sir,

In accordance with clause 13 of the Council's Agreement, the following particulars are submitted for registration with the Council.

Signature Date

Witness to signature

Particulars of employer

1. Trade name of business
2. Business address as stated }
in licence }
3. Postal address
4. Telephone Exchange No
5. State whether trading }
under General Dealer }
and/or Eating House }
Licence }

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE WINKELHANDEL

Werkgewer se vervolgnommer

DIENSSERTIFIKAAT

[Uitgereik ingevolge klousule 9 (1) van die Ooreenkoms vir die Winkelhandel]

A.—Besonderhede van werkgewer

1. Handelsnaam
2. Besigheidsadres

B.—Besonderhede van werknemer

3. Naam (voluit)
4. Private adres
5. Ouderdom
6. Hoedanigheid waarin in diens
7. Minimum loon betaalbaar ingevolge Ooreenkoms (sien klousule 4) R..... per
(week of maand)
8. Werklike loon wat in kontant betaal word op datum van ontslag R..... per
(week of maand)
9. Waarde van kos verskaf (indien verskaf) (sien Ooreenkoms, klousule 5) R..... per
(week of maand)
10. Waarde van inwoning verskaf (indien verskaf) (sien Ooreenkoms, klousule 5) R..... per
(week of maand)
11. Bedrag van totale besoldiging (loon, kos en/of inwoning) R..... per
(week of maand)
12. Datum waarop diens aanvaar is
13. Datum waarop diens beëindig is

Handtekening van werkgewer

Datum van uitreiking

(a) *Oorspronklike*.—Moet aan werknemer oorhandig word wanneer hy uit werkgewer se diens tree.(b) *Duplikaat*.—Moet deur werkgewer behou word.(c) *Kopie*.—Moet aan die Sekretaris, Posbus 5347, Johannesburg, 2000, gestuur word.

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE WINKELHANDEL

REGISTRASIE IN DIE WINKELHANDEL

(As hierdie vorm deur 'n ander persoon as die ondertekenaar ingevul word, moet die handtekening deur 'n getuie onderteken word.)

Die Sekretaris
Nywerheidsraad vir Winkelhandel
Posbus 5347
Johannesburg, 2000

Meneer,

Ooreenkomstig klousule 13 van die Raad se Ooreenkoms, word onderstaande besonderhede vir registrasie by die Raad ingedien.

Handtekening Datum

Getuie by handtekening

Besonderhede van werknemer

1. Handelsnaam van besigheid
2. Besigheidsadres soos in }
lisensie aangegee }
3. Posadres
4. Telefoon Telefoonsentrale Nommer
5. Meld of handel gedrywe }
word onder Algemene }
Handelaars- en/of Eethuis }
lisensie }

6. Date of commencement in the Storekeeping Trade at above address	.....
7. Name of employers' organisation of which a member	.....
	Name Address
8. Full name(s) and private address(es) of individual owner, partner(s) or (in the case of a company) the directors, secretary and manager	.....
9. Name(s) of employer(s) actively engaged in the business	.....
10. Address(es) of branch business(es) trading under the same business title	.....
11. Does the general dealer's business close on Wednesday or Saturday afternoon?	.....

Note. — A SEPARATE REGISTRATION RETURN IS REQUIRED IN RESPECT OF EACH BUSINESS OR BRANCH BUSINESS FOR WHICH A SEPARATE TRADING LICENCE HAS BEEN ISSUED.

ANNEXURE E

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE

RETURN OF ENGAGEMENT OF NEW EMPLOYEE

[Submitted in terms of subclause (3) of clause 13 of the Agreement for the Storekeeping Trade]

Particular attention is directed to clause 20

A. — Particulars of employer

1. Trading name
2. Business address
3. Employers' organisation (if any)

B. — Particulars of employee engaged

4. Date of engagement
5. Name in full
6. Private address (if any)
7. Is employee a member of the Concession Stores and Allied Trades Assistants' Union? (see Agreement, clause 20)
8. Experience at date of engagement (see Agreement, clause 3, Definitions, "experience") years months.
9. Age at date of engagement
10. Will employee work in shop or eating-house, or both?
11. Is employee engaged on weekly or monthly basis? (see Agreement, clause 11)
12. Name of last employer in the Storekeeping Trade (if any)
13. Number and date of certificate of service produced (see Agreement, clause 9) No. Date
14. Amount of wages to be paid in cash (see Agreement, clause 4) R per (week or month)
15. Is board provided?
16. Is lodging provided? (see Agreement, clause 5)
17. Has exemption for reduced wages been applied for? (see Agreement, clause 16)

Signature of employer

Date
To the Secretary
The Industrial Council for the Storekeeping Trade
P.O. Box 5347
Johannesburg, 2000

6. Datum waarop handel met Winkelhandel by bostaande adres begin het	.....
7. Naam van werkgewers-organisatie waarvan werkgewer lid is	.....
	Naam Adres
8. Volle naam/name en private adres/se van afsonderlike eienaar, vennoot/vennote, of (ingeval van 'n maatkappy) die direkteur, sekretaris en bestuurder	.....
9. Naam/name van werkgewers/s wat 'n aandeel in die besigheid neem	.....
10. Adres/se van takbesigheid/hede wat onder dieselfde besigheidstitel handel dryf	.....
11. Sluit die algemene handelaarsbesigheid Woensdag- of Saterdag-namiddag?	.....

Opmerking. — 'N AFSONDERLIKE REGISTRASIE-OPGAWE WORD VEREIS BETREFFENDE ELKE BESIGHEID OF TAK-BESIGHEID WAARVOOR 'N AFSONDERLIKE HANDELS-LISENSIE UITGEREIK IS.

AANHANGSEL E

NYWERHEIDSRAAD VIR DIE WINKELHANDEL

OPGAWE VAN INDIENSNEMING VAN NUWE WERKNEMER

[Ingedien ingevolge subklousule (3) van klousule 13 van die Ooreenkoms vir die Winkelhandel]

Die aandag word veral gevestig op klousule 20

A. — Besonderhede van werkgewer

1. Handelsnaam
2. Besigheidsadres
3. Werkgewersorganisasie (indien daar is)

B. — Besonderhede van werknemer in diens

4. Datum van indiensneming
5. Naam voluit
6. Private adres (indien daar is)
7. Is werknemer 'n lid van die Concession Stores and Allied Trades Assistants Union? (sien Ooreenkoms, klousule 20)
8. Ondervinding op datum van indiensneming (sien Ooreenkoms, klousule 3, Woordomsyrywing, "ondervinding") jaar maande.
9. Ouderdom op datum van indiensneming
10. Sal werknemer in winkel of eethuis of in albei werk?
11. Is werknemer op weeklikse of maandelikse grondslag in diens? (sien Ooreenkoms, klousule 11)
12. Naam van vorige werkgewer in die Winkelhandel (indien daar is)
13. Nommer en datum van dienssertifikaat voorgelê (sien Ooreenkoms klousule 9) No. Datum
14. Loonbedrag wat in kontant betaal moet word (sien Ooreenkoms, klousule 4) R per (week of maand)
15. Word kos verskaf?
16. Word inwoning verskaf? (sien Ooreenkoms, klousule 5)
17. Is aansoek om vrystelling vir verminderde lone gedoen? (sien Ooreenkoms, klousule 16)

Handtekening van werkgewer

Datum
Die Sekretaris
Nywerheidsraad vir die Winkelhandel
Posbus 5347
Johannesburg, 2000

ANNEXURE F

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE

NOTICE FOR CHANGE IN WAGES

Name of employer.....
 Trading as.....
 Business address.....
 Eating-house or shop?.....
 Name of employers' organisation.....

Employee

Full name.....
 Occupation.....
 Is he a member of the trade union?.....
 Experience at date of change in wages.....years.....months.
 Previous wage paid in cash R.....per.....
 Revised wage paid in cash R.....per.....
 State whether board and/or lodging is provided in addition to cash wage.....
 Date of change.....

Signature of employer

Date

AANHANGSEL F

NYWERHEIDSRAAD VIR DIE WINKELHANDEL

KENNISGEWING VAN VERANDERING VAN LOON

Naam van werkgever.....
 Wat handel dryf as.....
 Besigheidsadres.....
 Eethuis of winkel?.....
 Naam van werkgeversorganisasie.....

Werknemer

Naam voluit.....
 Beroep.....
 Is hy lid van die vakvereniging?.....
 Ondervinding op datum van verandering van loon.....
jaar.....maande.
 Vorige loon betaal in kontant R.....per.....
 Hersiene loon betaal in kontant R.....per.....
 Meld of kos en/of inwoning benewens kontantloon verskaf word.....
 Datum van verandering.....

Handtekening van werkgever

Datum

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE STOREKEEPING TRADE

PARTICULARS OF EMPLOYEES

A. — WHITES, ASIANS AND NON-WHITES

Names in full (in block letters, please)	Race	Occupation (state whether shop assistant, eating-house assistant or butcher)	Year of birth	Date of starting work in the Storekeeping Trade	Experience at the present date		If board and/or lodging is provided, state particulars						Amount of wages paid in cash	State whether wages paid monthly or weekly	Is employee a member of the trade union?	Date of engagement by present employer	For Council use		
							Board			Lodging							Amount liable for assessment	Monthly assessment	Recorded
					Year	Months	Provided free of charge	Charged for at rate of		Provided free of charge	Charged for at rate of								
								Per month	Per week		Per month	Per week							
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			

B. — NON-WHITES

1. Number of unskilled labourers
2. Number of general employees
3. Number of qualified or unqualified employees, i.e. salesmen (particulars to be included under A).....
4. Number of employees not included in items 1, 2 and 3

Note. — The authorised deductions for board and/or lodging are shown in clause 5 of the Council's Agreement.

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE WINKELHANDEL

BESONDERHEDE VAN WERKNEMERS

A. — BLANKES, ASIËRS EN NIE-BLANKES

Name voluit (In blokletters asseblief)	Ras	Beroep (meld of winkelassistent, eehuisassistent of slagter)	Geboortejaar	Datum waarop werk in die Winkelhandel begin het	Ondervinding op huidige datum		As kos en/of inwoning verskaf word, gee besonderhede						Bedrag van lone in kontant betaal	Meld of lone weekliks of maandeliks betaal word	Is werknemer lid van die vakvereniging?	Datum van indiensneming deur huidige werkgever	Stegs vir gebruik van Raad		
							Kos			Inwoning							Bedrag onderworpe aan aanslag	Maandelikse aanslag	Aangeteken
					Jaar	Maande	Koste-loos verskaf	Bereken teen		Koste-loos verskaf	Bereken teen								
								Per maand	Per week		Per maand	Per week							
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			

B. — NIE-BLANKES

1. Getal ongeskoolde arbeiders
2. Getal algemene werknemers
3. Getal gekwalifiseerde of ongekwalifiseerde werknemers, d.w.s. verkopers (besonderhede moet by A ingesluit word)
4. Getal werknemers nie in items 1, 2 en 3 ingesluit nie

Opmerking. — Die gemagtigde aftrekkings vir kos en/of inwoning word in klausule 5 van die Raad se Ooreenkoms aangetoon.

No. R. 1083

2 June 1989

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF METAL INDUSTRIES MEDICAL AID FUND AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1990, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

E. VANDER M. LOUW,
Acting Minister of Manpower.

No. R. 1083

2 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN MEDIESE HULPFONDSOORENKOMS VIR DIE METAALNYWERHEDE

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1990 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

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

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

Automotive Parts Production Engineers' Association
 Border Engineering Industries Association
 Cape Engineers' and Founders' Association
 Constructional Engineering Association
 Domestic Appliance Manufacturers' Association of South Africa
 Electrical Engineering and Allied Industries Association
 Electronics' and Telecommunications Industries Association
 Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
 Fire Protection Industries Association of South Africa
 Forging Association of Southern Africa
 Gate and Fence Manufacturers' Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mineworkers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-,
INGENIEURS- EN METALLURGIESE NYWERHEID****MEDIESE HULPFONDS VIR DIE METAALNYWERHEDE****OOREENKOMS**

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

Automotive Parts Production Engineers' Association
 Border Engineering Industries Association
 Cape Engineers' and Founders' Association
 Constructional Engineering Association
 Domestic Appliance Manufacturers' Association of South Africa
 Electrical Engineering and Allied Industries Association
 Electronics' and Telecommunications Industries Association
 Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
 Fire Protection Industries Association of South Africa
 Forging Association of Southern Africa
 Gate and Fence Manufacturers' Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Workers' Trade Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Mynwerkersunie
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

to amend the Metal Industries Medical Aid Fund Agreement published under Government Notice No. R. 2829 of 27 December 1985, as amended by Government Notices Nos. R. 714 of 18 April 1986, R. 2233 of 24 October 1986, R. 1798 of 21 August 1987, R. 786 of 22 April 1988 and R. 376 of 3 March 1989.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay, by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.

(2) The terms of this Agreement shall not apply to employers and their employees who are participating with the employer in any scheme providing medical benefits in existence as at 18 July 1966, to which the employer concerned contributes part of the contributions for each employee who is a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay part of the contributions for each such employee.

(3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that subsection.

2. SECTION 9.—CONTRIBUTIONS

(1) In subsection (2), substitute the following for the existing table:

Wage group	Weekly wage	Member only	Member plus 1 or 2 dependants	Member plus 3 or more dependants
		M	M 1 or 2	M 3+
1	Up to R223	R 13,20	R 18,60	R 20,40
2	Over R223 up to R320	R 15,60	R 21,00	R 23,40
3	Over R320	R 17,40	R 22,80	R 25,20

3. SECTION 10.—BENEFITS

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

(a) payment of expenses for services, other than services under (b) and (c) below, not exceeding the amount of R30 000 in the aggregate for the member and his dependants, which shall include—

(i) conservative dental services (such as filling, X-rays, extractions, prophylaxis, etc.) not specified under (b) below and where performed by a dental practitioner, and hospital and anaesthetic services in all dental cases;

(ii) prescribed medicines, excluding medicines received whilst confined in hospital, not exceeding the following maximum limits:

Member only (no dependants): R1 400;

member plus 1 or 2 dependants: R2 500;

member plus 3 or more dependants: R3 200;

(iii) medicines received whilst in hospital;

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

(b) payment of expenses for dental services in respect of gold, metal and porcelain inlays and gold foils; crown and bridgework; dentures, including metal base dentures; prosthodontic, orthodontic and periodontic services, not exceeding the following maximum limits:

Member only (no dependants): R500

member plus 1 or 2 dependants: R900

member plus 3 or more dependants: R1 100;

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

om die Mediese Hulpfondsooreenkoms vir die Metaalnywerhede, gepubliseer by Goewermentskennisgewing No. R. 2829 van 27 Desember 1985, soos gewysig deur Goewermentskennisgewings Nos. R. 714 van 18 April 1986, R. 2233 van 24 Oktober 1986, R. 1798 van 21 Augustus 1987, R. 786 van 22 April 1988 en R. 376 van 3 Maart 1989, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassings op en moet dit oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese bystand verskaf en wat bestaan het op 18 Julie 1966, en waartoe die betrokke werkgewer 'n gedeeltelike bydrae maak ten opsigte van elke werknemer wat lid is van die skema en andersins deur hierdie Ooreenkoms gedek word terwyl sodanige skema in werking bly en genoemde werkgewer en werknemers voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n gedeeltelike bydrae ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2) is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

2. KLOUSULE 9.—BYDRAES

(1) In subklousule (2), vervang die bestaande tabel deur die volgende:

Loon-groep	Weekloon	Slegs lid	Lid plus 1 of 2 afhanklikes	Lid plus 3 of meer afhanklikes
		L	L 1 of 2	L 3+
		R	R	R
1	Tot R223	R 13,20	R 18,60	R 20,40
2	Oor R223 tot R320	R 15,60	R 21,00	R 23,40
3	Oor R320	R 17,40	R 22,80	R 25,20

3. KLOUSULE 10.—BYSTAND

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

(a) Betaling van koste vir ander dienste as dienste onder (b) en (c) hieronder wat die bedrag van altesaam R30 000 nie oorskry nie vir die lid en sy afhanklikes, insluitende—

(i) konserverende tandheelkundige dienste (soos vulsels, X-strale, ekstraksies, voorbehoeding, ens.) nie gespesifiseer onder (b) hieronder wanneer verrig deur 'n tandheelkundige, en hospitaal- en narkotiese dienste in alle tandheelkundige gevalle;

(ii) voorgeskrewe medisyne, uitgesonderd medisyne verskaf gedurende hospitalisasie, wat nie die volgende maksimum perke oorskry nie:

Lid alleenlik (geen afhanklikes): R1 400;

lid plus 1 of 2 afhanklikes: R2 500;

lid plus 3 of meer afhanklikes: R3 200;

(iii) medisyne toegedien tydens hospitalisasie;

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

(b) betaling van koste vir tandheelkundige dienste ten opsigte van goud-, metaal- en porseleinvulsels en goudfoelicherstellings; kroning en brugwerk; kunstande, met inbegrip van kunstande met 'n metaalbasis; prosthodontiese-, ortodontiese- en periodontiese dienste wat nie die volgende maksimum perke oorskry nie:

Lid alleenlik (geen afhanklikes): R500

lid plus 1 of 2 afhanklikes: R900

lid plus 3 of meer afhanklikes: R1 100;

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

"(c) payment of expenses for optical services not exceeding R150 for any one member or dependant, subject to an overall limit of R300 in the aggregate for a member and his dependants;"

Signed at Johannesburg, for and on behalf of the parties, this 20th day of February 1989.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

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

"(c) betaling van koste vir optiese dienste van hoogstens R150 per lid of afhanklike, onderworpe aan 'n bedrag van altesaam hoogstens R300 vir 'n lid en sy afhanklikes;"

Names die partye op hede die 20ste dag van Februarie 1989 te Johannesburg onderteken.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1129

2 June 1989

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 447.— MILLING INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Eli van der Merwe Louw, acting Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 447, Milling Industry, Republic of South Africa, published under Government Notice No. R. 505 of 13 March 1987, as amended by Government Notice No. R. 1108 of 10 June 1988, in accordance with the Schedule hereto and fix the third Monday after the date of publication of this notice as the date from which the said amendment shall be binding.

E. VAN DER MERWE LOUW,
acting Minister of Manpower.

SCHEDULE

1. In clause 3—

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

"(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay his employees shall be as specified in paragraphs (b), (c) and (d) hereunder: Provided that if the employer has been engaged in the Industry for a period of more than 12 months but less than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent until he has been thus engaged for a period of 24 months in the aggregate, whereupon the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

No. R. 1129

2 Junie 1989

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 447.— MAALNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Eli van der Merwe Louw, waarnemende Minister van Mannekrag, wysig hiermee kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 447, Maalnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermmentskennisgewing, No. R. 505 van 13 Maart 1987, soos gewysig by Goewermmentskennisgewing No. R. 1108 van 10 Junie 1988, ooreenkomstig die Bylae hiervan en bepaal die derde Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

E. VAN DER MERWE LOUW,
waarnemende Minister van Mannekrag.

BYLAE

1. In klousule 3—

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

"(1) *Minimum lone.*—(a) die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) hieronder bepaal: Met dien verstande dat indien die werkgewer vir 'n tydperk van langer as 12 maande maar minder as 24 maande altesaam in die Nywerheid betrokke is, sodanige lone met hoogstens 10 persent verminder mag word totdat hy aldus vir 'n tydperk van 24 maande altesaam betrokke is, waarna die minimum lone wat in paragrawe (b), (c) en (d) bepaal word, betaalbaar word en betaal moet word.

(b) Graded employees, other than employees referred to in paragraph (c) and casual employees:

	REGION A		REGION B		REGION C		REGION D	
	(i)	(ii)	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Grade 1 employee—								
during the first six months of employment with the same employer	70,84	76,82	61,64	68,08	54,28	59,80	47,38	51,98
thereafter	78,66	85,48	68,54	75,44	60,26	66,24	52,44	57,50
Grade 2 employee—								
during the first three months of experience	81,88	88,78	71,76	78,66	63,02	69,11	43,74	59,80
thereafter	89,24	96,14	77,74	84,64	68,54	74,52	59,34	64,40
Grade 3 employee—								
during the first six months of experience	89,24	96,14	77,74	84,64	68,54	74,52	59,34	64,40
thereafter	91,08	97,98	79,58	86,48	69,92	75,90	60,72	65,78
Grade 4 (A) employee—								
during the first six months of experience	91,08	97,98	79,58	86,48	69,92	75,90	60,72	65,78
thereafter	97,06	103,96	84,64	91,54	74,52	80,50	64,86	69,92
Grade 4 (B) employee	97,06	103,96	84,64	91,54	74,52	80,50	64,86	69,92
Grade 5 employee	103,04	109,94	90,16	97,06	79,12	85,10	68,54	73,60
Grade 6 employee	111,78	118,68	97,52	104,42	85,56	91,54	74,52	79,58

(i) During the first 12 months after this amendment has come into operation.

(ii) Thereafter.

(b) *Gegradeerde werknemers, uitgesonderd werknemers waarna 'n paragraaf (c) verwys word en los werknemers:*

	GEBIED A		GEBIED B		GEBIED C		GEBIED D	
	(i)	(ii)	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Werknemer, graad 1—								
gedurende die eerste ses maande diens by dieselfde werkgewer ...	70,84	76,82	61,64	68,08	54,28	59,80	47,38	51,98
daarna.....	78,66	85,48	68,54	75,44	60,26	66,24	52,44	57,50
Werknemer, graad 2—								
Gedurende die eerste drie maande ondervinding.....	81,88	88,78	71,76	78,66	63,02	69,00	54,74	59,80
daarna.....	89,24	96,14	77,74	84,64	68,54	74,52	59,34	64,40
Werknemer, graad 3—								
gedurende die eerste ses maande ondervinding.....	89,24	96,14	77,74	84,64	68,54	74,52	59,34	64,40
daarna.....	91,08	97,98	79,58	86,48	69,92	75,90	60,72	65,78
Werknemer, graad 4 (A)—								
gedurende die eerste ses maande ondervinding.....	91,08	97,98	79,58	86,48	69,92	75,90	60,72	65,78
daarna.....	97,06	103,96	84,64	91,54	74,52	80,50	64,86	69,92
Werknemer, graad 4 (B).....	97,06	103,96	84,64	91,54	74,52	80,50	64,86	69,92
Werknemer, graad 5.....	103,04	109,94	90,16	97,06	79,12	85,10	68,54	73,60
Werknemer, graad 6.....	111,78	118,68	97,52	104,42	85,56	91,54	74,52	79,58

- (i) Gedurende die eerste 12 maande nadat hierdie wysiging in werking getree het.
(ii) Daarna.

(c) Employees, other than employees referred to in paragraph (b) and casual employees:

	REGION A		REGION B		REGION C		REGION D	
	(i)	(ii)	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Artisan.....	217,58	224,48	189,52	196,42	166,98	172,96	144,44	149,50
Clerk—								
during the first year of experience.....	101,66	108,56	88,78	95,68	78,20	84,18	67,62	72,68
during the second year of experience.....	124,66	131,56	108,56	115,46	95,68	101,66	82,80	87,86
during the third year of experience.....	147,66	154,56	128,80	135,70	113,16	119,14	98,44	103,50
thereafter.....	171,12	178,02	149,50	156,40	131,56	137,54	113,62	118,68
Driver of—								
a light motor vehicle.....	97,06	103,96	84,64	91,54	74,52	80,50	64,86	69,92
a medium motor vehicle (rigid).....	118,68	125,58	103,50	110,40	91,08	97,06	79,12	84,18
a medium motor vehicle (articulated).....	124,20	131,10	108,10	115,00	95,22	101,20	82,80	87,86
a heavy motor vehicle (rigid).....	138,00	144,90	120,52	127,42	106,26	112,24	92,00	97,06
a heavy motor vehicle (articulated).....	144,44	151,34	126,04	132,94	110,86	116,84	96,14	101,20
a extra heavy motor vehicle (rigid).....	151,34	159,24	132,02	138,92	115,92	121,90	100,74	105,80
an extra heavy motor vehicle (articulated).....	158,24	165,14	138,46	145,36	121,44	127,42	105,34	110,40
an ultra heavy motor vehicle.....	165,60	172,50	144,44	151,34	126,96	132,94	109,94	115,00
Feedmiller.....	273,24	280,14	238,74	245,64	209,76	215,74	181,70	186,76
Miller.....	327,06	333,96	286,12	293,02	251,62	257,60	217,58	222,64
Screenman.....	289,34	296,24	252,54	259,44	222,18	228,16	192,28	197,34
Siloman or storeman.....	217,58	224,48	189,52	196,42	166,98	172,96	144,44	149,50
Siloman/storeman-grader.....	273,24	280,14	238,74	245,64	209,76	215,74	181,70	186,76
Travelling representative—								
during the first year of experience.....	164,68	171,58	143,98	150,88	126,50	132,48	109,48	114,54
during the second year of experience.....	183,54	190,44	160,08	166,98	141,22	147,20	122,36	127,42
during the third year of experience.....	202,40	209,30	176,64	183,54	155,48	161,46	134,78	139,84
thereafter.....	221,26	228,16	193,20	200,10	170,20	176,18	147,20	152,26
Employee not specifically mentioned elsewhere in this paragraph ...	85,10	92,00	77,74	84,64	68,54	74,52	59,80	64,86

(i) During the first 12 months after this amendment has come into operation.

(ii) Thereafter.

(c) *Werknemers, uitgesonderd gegradeerde werknemers waarna in paragraaf (b) verwys word en los werknemers:*

	GEBIED A		GEBIED B		GEBIED C		GEBIED D	
	(i)	(ii)	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Ambagsman	217,58	224,48	189,52	196,42	166,98	172,96	144,44	149,50
Drywer van 'n—								
ligte motorvoertuig	97,06	103,96	84,64	91,54	74,52	80,50	64,86	69,92
medium motorvoertuig (nie-gelede)	118,68	125,58	103,50	110,40	91,08	97,06	79,12	84,18
medium motorvoertuig (gelede)	124,20	131,10	108,10	115,00	95,22	101,20	82,80	87,86
swaar motorvoertuig (nie-gelede)	138,00	144,90	120,52	127,42	106,16	112,24	92,00	97,06
swaar motorvoertuig (gelede)	144,44	151,34	126,04	132,94	110,86	116,84	96,14	101,20
ekstra swaar motorvoertuig (nie-gelede)	151,34	158,24	132,02	138,92	115,92	121,92	100,74	105,80
ekstra swaar motorvoertuig (gelede)	158,24	165,14	138,46	145,36	121,44	127,42	105,34	110,40
ultra swaar motorvoertuig	165,60	172,50	144,44	151,34	126,96	132,94	109,94	115,00
Klerk—								
gedurende die eerste jaar ondervinding	101,66	108,56	88,78	95,68	78,20	84,18	67,62	72,68
gedurende die tweede jaar ondervinding	124,66	131,56	108,56	115,46	95,68	101,66	82,80	87,86
gedurende die derde jaar ondervinding	147,66	154,56	128,80	135,70	113,16	119,14	98,44	103,50
daarna	171,12	178,02	149,50	156,40	131,56	137,54	113,62	118,68
Meulenaar	327,06	333,96	286,12	293,02	251,62	257,60	217,58	222,64
Reisende verteenwoordiger—								
gedurende die eerste jaar ondervinding	164,68	171,58	143,98	150,88	126,50	132,48	109,48	114,54
gedurende die tweede jaar ondervinding	183,54	190,44	160,08	166,98	141,22	147,20	122,36	127,42
gedurende die derde jaar ondervinding	202,40	209,30	176,64	183,54	155,48	161,46	134,78	139,84
daarna	221,26	228,16	193,20	200,10	170,20	176,18	147,20	152,26
Sifwerker	289,34	296,24	252,54	259,44	222,18	228,16	192,28	197,34
Silowerker/pakhuisman	217,58	224,48	189,52	196,42	166,98	172,96	144,44	149,50
Silowerker-/pakhuisman-gradeerder	273,24	280,14	238,74	245,64	209,76	215,74	181,70	186,76
Veevoermeulenaar	273,24	280,14	238,74	245,64	209,76	215,74	181,70	186,76
Werknemer nie uitdruklik elders in hierdie paragraaf vermeld nie...	85,10	92,00	77,74	84,64	68,54	74,52	59,80	64,86

(i) Gedurende die eerste 12 maande nadat hierdie wysiging in werking getree het.

(ii) Daarna.

(d) *Casual employees.*—Subject to the proviso to paragraph (a), a casual employee shall be paid in respect of the total period (excluding overtime) worked by him on any day, other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraphs (b) and (c) read with subclause (4) (a) for an employee in the same area who performs the same class of work as the casual employee is required to do, or not less than the hourly wage or the equivalent of the hourly wage actually being paid to such other employee, whichever is the greater amount, plus 15 per cent: Provided that—

(i) for the purposes of this paragraph the expression “such other employee” shall mean the employee of that class to whom the employer is paying the lowest wage;

(ii) where the employer required a casual employee—

(aa) to perform the work of a class of employee from whom wages on a rising scale are prescribed, the expression “hourly wage” shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, such employee shall be deemed to have worked for four hours.”;

(2) delete subclause (4) (b);

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

“(b) an employee who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—

(i) 35 cents if the engine capacity of the vehicle concerned does not exceed 1 300 cm³;

(ii) 40 cents if the engine capacity of such vehicle exceeds 1 300 cm³ but not 1 800 cm³;

(iii) 45 cents if the engine capacity of such vehicle exceeds 1 800 cm³ but not 2 500 cm³;

(iv) 55 cents if the engine capacity of such vehicle exceeds 2 500 cm³;

(4) substitute for the amounts “R25” and “R13”, in subclause (6) (b) the amounts “R35” and “R18”, respectively;

(5) substitute for the amounts “R2,50” and “50 cents”, in subclause (9) the amounts “R3” and “60 cents”, respectively;

2. In clause 5, substitute for the amounts “R1 550”, “R1 430” and “R1 320” in subclause (8) (a) (ii), the amounts “R2 000”, “R1 850” and “R1 700”.

3. Substitute the following for clause 11:

“11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots, cap or other protective clothing which he is required by law to provide to his employee or which his employee is required by law to wear and such apparel shall not be removed from the premises of the employer except for cleaning, repair or replacement or where the employee, owing to the nature of his duties, is compelled to wear such apparel when away from the premises of the employer.

(2) An employer to whom subclause (1) does not apply but who nevertheless provides his employee with protective clothing shall supply and maintain it in good and clean condition free of charge.

(3) Any protective clothing which has been provided free of charge to an employee shall remain the property of the employer.”.

No. R. 1135

2 June 1989

LABOUR RELATIONS ACT, 1956

CINEMATOGRAPH AND THEATRE INDUSTRY.—RENEWAL OF AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 546 of 18 March 1983, R. 598 of 30 March 1984, R. 591 of 22 March 1985, R. 1745 of 22 August 1986 and R. 137 of 29 January 1988, to be effective from the date of publication of this notice and for the period ending 2 August 1989.

M. W. J. LE ROUX,
Director: Labour Relations.

(d) *Los werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n los werknemer ten opsigte van die totale tydskuur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon voorgeskryf by paragraaf (b) en (c) gelees met subklousule (4) (a), vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, betaal word, of minstens die uurloon of ekwivalent van die uurloon wat werklik aan sodanige ander werknemer betaal word, watter bedrag ook al die grootste is, plus 15 persent: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking “sodanige ander werknemer” die werknemer van die klas aan wie die laagste loon betaal word, beteken;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking “uurloon” die uurloon beteken wat vir 'n gekwalifiseerde werknemer van die klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op 'n dag te werk dit geag word dat hy vier uur gewerk het.”;

(2) skrap subklousule (4) (b);

(3) vervang subklousule (5) (b) deur die volgende:

“(b) 'n werknemer van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelaag betaal van minstens—

(i) 35 sent waar die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm³ is;

(ii) 40 sent waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 1 800 cm³ is;

(iii) 45 sent waar die enjinkapasiteit van die betrokke voertuig meer as 1 800 cm³ maar hoogstens 2 500 cm³ is;

(iv) 55 sent waar die enjinkapasiteit van die betrokke voertuig meer as 2 500 cm³ is.”;

(4) vervang in subklousule (6) (b) die bedrae “R25” en “R13” deur onderskeidelik die bedrae “R35” en “R18”; en

(5) vervang in subklousule (9) die bedrae “R2,50” en “50 sent” deur onderskeidelik die bedrae “R3” en “60 sent”.

2. In klousule 5, vervang in subklousule (8) (a) (ii) die bedrae “R1 550”, “R1 430” en “R1 320” deur onderskeidelik die bedrae “R2 000”, “R1 850” en “R1 700”.

3. Vervang klousule 11 deur die volgende:

“11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende klere wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf of wat sy werknemer ingevolge enige wet verplig is om te dra, gratis verskaf en in 'n bruikbare en skoon toestand hou, en sodanige kledingstukke mag nie van die werkgewer se perseel verwyder word nie behalwe vir skoonmaak, herstel of vervanging of waar vanweë die aard van die werknemer se pligte dit noodsaaklik is dat hy die kledingstukke ook weg van die werkgewer se perseel af moet dra.

(2) 'n Werkgewer op wie subklousule (1) nie van toepassing is nie maar wat sy werknemer nogtans van beskermende klere voorsien, moet dit gratis verskaf en in 'n bruikbare en skoon toestand hou.

(3) Enige beskermende klere wat gratis aan 'n werknemer voorsien is, bly die eiendom van die werkgewer.”.

No. R. 1135

2 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BIOSKOOP- EN SKOUBURGBEDRYF.—HER- NUWING VAN OOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewernementskennisgewings Nos. R. 546 van 18 Maart 1983, R. 598 van 30 Maart 1984, R. 591 van 22 Maart 1985, R. 1745 van 22 Augustus 1986 en R. 137 van 29 Januarie 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 2 Augustus 1989 eindig.

M. W. J. LE ROUX,
Direkteur: Arbeidsverhoudinge.

DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

No. R. 1130

2 June 1989

MINES AND WORKS ACT, 1956 (ACT No. 27 OF 1956)

AMENDMENT OF REGULATIONS

The Minister of Economic Affairs and Technology has, under section 12 of the Mines and Works Act, 1956 (Act No. 27 of 1956), made the regulations in the Schedule.

SCHEDULE

1. In these regulations "the Regulations" means the Regulations published under Government Notice No. R. 992 of 26 June 1970, as amended by Government Notices Nos. R. 303, R. 304 and R. 305 of 1 March 1972, R. 1346 of 4 August 1972, R. 2101, R. 2102 and R. 2103 of 15 November 1974, R. 513 of 1 April 1977, R. 1189 of 8 June 1979, R. 537 of 21 March 1980, R. 1885 of 12 September 1980, R. 2227 and R. 2228 of 31 October 1980, R. 2703 of 11 December 1981, R. 2264 of 31 October 1986, R. 367 of 27 February 1987, R. 2566 of 20 November 1987, R. 1352 of 8 July 1988 and R. 1889 of 16 September 1988.

2. Chapter 4 of the Regulations is hereby amended by the addition after regulation 4.16.3 of the following regulations:

"4.17.1 When the equivalent noise exposure, as defined in the South African Bureau of Standards' Code of Practice for the Measurement and Assessment of Occupational Noise for Hearing Conservation Purposes, SABS 083 as amended, in any place at or in any mine or works where persons may travel or work, exceeds 85 dB (A), the Manager shall take the necessary steps to reduce the noise to below this level.

4.17.2 Where compliance with regulation 4.17.1 is not possible, the manager shall implement a hearing conservation programme which complies with the recommendations given in the said SABS 083.

4.17.3 Any personal protective equipment that may be necessary in terms of a hearing conservation programme, as contemplated in regulation 4.17.2, shall be supplied free of charge by the manager.

4.17.4 No persons shall damage, discard, or render ineffective any equipment provided to him in terms of regulation 4.17.3".

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 1131

2 June 1989

AMENDMENT OF PART I OF THE SCHEDULE TO THE ABUSE OF DEPENDENCE-PRODUCING SUBSTANCES AND REHABILITATION CENTRES ACT, 1971 (ACT No. 41 OF 1971)

I, Willem Adriaan van Niekerk, Minister of National Health and Population Development, hereby, in terms of section 15 of the Abuse of Dependence-producing Substances and Rehabilitation Centres Act, 1971 (Act

DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

No. R. 1130

2 Junie 1989

WET OP MYNE EN BEDRYWE, 1956 (WET No. 27 VAN 1956)

WYSIGING VAN REGULASIES

Die Minister van Ekonomiese Sake en Tegnologie het kragtens artikel 12 van die Wet op Myne en Bedrywe, 1956 (Wet No. 27 van 1956), die regulasies in die Bylae uitgevaardig.

BYLAE

1. In hierdie regulasies beteken "die Regulasies" die Regulasies afgekondig by Goewermentskennisgewing No. R. 992 van 26 Junie 1970, soos gewysig by Goewermentskennisgewings Nos. R. 303, R. 304 en R. 305 van 1 Maart 1972, R. 1346 van 4 Augustus 1972, R. 2101, R. 2102 en R. 2103 van 15 November 1974, R. 513 van 1 April 1977, R. 1189 van 8 Junie 1979, R. 537 van 21 Maart 1980, R. 1885 van 12 September 1980, R. 2227 en R. 2228 van 31 Oktober 1980, R. 2703 van 11 Desember 1981, R. 2264 van 31 Oktober 1986, R. 367 van 27 Februarie 1987, R. 2566 van 20 November 1987, R. 1352 van 8 Julie 1988 en R. 1889 van 16 September 1988.

2. Hoofstuk 4 van die Regulasies word hierby gewysig deur die volgende regulasies na regulasie 4.16.3 by te voeg:

"4.17.1 Wanneer die ekwivalente geraasblootstelling, soos omskryf in die Suid-Afrikaanse Buro vir Standaard se Gebruikskode vir die Meet en Beoordeling van Arbeidsgeraas vir Gehoorbehoudoeindes, SABS 083 soos gewysig, by enige plek op of in enige myn of bedryf waar persone mag beweeg of werk, 85 dB (A) oorskry, moet die bestuurder die nodige maatreëls tref om die geraas tot onder hierdie vlak te verminder.

4.17.2 Indien dit nie moontlik is om aan die vereistes van regulasie 4.17.1 te voldoen nie, moet die bestuurder 'n gehoorbeskermingsprogram in werking stel wat voldoen aan die aanbevelings vervat in die genoemde SABS 083.

4.17.3 Enige persoonlike beskermingstoerusting wat ingevolge 'n gehoorbeskermingsprogram soos bedoel in regulasie 4.17.2, vereis word, moet gratis deur die bestuurder voorsien word.

4.17.4 Geen persoon mag enige toerusting wat ingevolge regulasie 4.17.3 aan hom verskaf is, beskadig, weggegooi of onbruikbaar maak nie".

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 1131

2 Junie 1989

WYSIGING VAN DEEL I VAN DIE BYLAE VAN DIE WET OP DIE MISBRUIK VAN AFHANKLIKHEIDSVORMENDE STOWWE EN REHABILITASIESENTRUMS, 1971 (WET No. 41 VAN 1971)

Ek, Willem Adriaan van Niekerk, Minister van Nasionale Gesondheid en Bevolkingsontwikkeling, wysig hierby kragtens artikel 15 van die Wet op die Misbruik van Afhanklikheidsvormende Stowwe en

No. 41 of 1971), and after consultation with the Medicines Control Council, amend Part I of the Schedule to the said Act by the insertion after the entry "Methaqualone, including Mandrax, Isonox, Quaalude, or any other preparation containing methaqualone and known by any other trade name" of the entry "Methylenedioxymphetamine (MDA)".

W. A. VAN NIEKERK,
Minister of National Health and Population
Development.

No. R. 1132

2 June 1989

AMENDMENT OF SCHEDULE 2 TO THE MEDICINES AND RELATED SUBSTANCES CONTROL ACT, 1965 (ACT No. 101 OF 1965)

I, Willem Adriaan van Niekerk, Minister of National Health and Population Development, hereby, in terms of section 37A of the Medicines and Related Substances Control Act, 1965 (Act No. 101 of 1965), and on the recommendation of the Medicines Control Council, amend Schedule 2 of the said Act by the substitution for the words—

"Alkaloids and glycosides; all other alkaloids and glycosides not specifically named in any other Schedule."

of the following words:

"Alkaloids and glycosides; all poisonous alkaloids and glycosides, and the salts of such poisonous alkaloids and glycosides not specifically named in any other Schedule."

W. A. VAN NIEKERK,
Minister of National Health and Population
Development.

No. R. 1133

2 June 1989

AMENDMENT OF SCHEDULE 8 TO THE MEDICINES AND RELATED SUBSTANCES CONTROL ACT, 1965 (ACT No. 101 OF 1965)

I, Willem Adriaan van Niekerk, Minister of National Health and Population Development, hereby, in terms of section 37A of the Medicines and Related Substances Control Act, 1965 (Act No. 101 of 1965), and on the recommendation of the Medicines Control Council, amend Schedule 8 of the said Act by the insertion after the entry "Methaqualone and any preparation containing methaqualone" of the entry "Methylenedioxymphetamine (MDA)".

W. A. VAN NIEKERK,
Minister of National Health and Population
Development.

Rehabilitasiesentrums, 1971 (Wet No. 41 van 1971), en na beraadslaging met die Medisynebeheerraad, Deel I van die Bylae van genoemde Wet deur na die inskrywing "Metamfetamien" die inskrywing "Metileendioksiamfetamien (MDA)" in te voeg.

W. A. VAN NIEKERK,
Minister van Nasionale Gesondheid en
Bevolkingsontwikkeling.

No. R. 1132

2 Junie 1989

WYSIGING VAN BYLAE 2 VAN DIE WET OP DIE BEHEER VAN MEDISYNE EN VERWANTE STOWWE, 1965 (WET No. 101 VAN 1965)

Ek, Willem Adriaan van Niekerk, Minister van Nasionale Gesondheid en Bevolkingsontwikkeling, wysig hierby kragtens artikel 37A van die Wet op die Beheer van Medisyne en Verwante Stowwe, 1965 (Wet No. 101 van 1965), en op aanbeveling van die Medisynebeheerraad, Bylae 2 van genoemde Wet deur die woorde—

"Alkaloïede en glikosiede; alle ander alkaloïede en glikosiede wat nie uitdruklik in enige ander Bylae genoem word nie."

te vervang deur die volgende woorde:

"Alkaloïede en glikosiede; alle giftige alkaloïede en glikosiede, en die soute van sodanige giftige alkaloïede en glikosiede, wat nie uitdruklik in enige ander Bylae genoem word nie."

W. A. VAN NIEKERK,
Minister van Nasionale Gesondheid en
Bevolkingsontwikkeling.

No. R. 1133

2 Junie 1989

WYSIGING VAN BYLAE 8 VAN DIE WET OP DIE BEHEER VAN MEDISYNE EN VERWANTE STOWWE, 1965 (WET No. 101 VAN 1965)

Ek, Willem Adriaan van Niekerk, Minister van Nasionale Gesondheid en Bevolkingsontwikkeling, wysig hierby kragtens artikel 37A van die Wet op die Beheer van Medisyne en Verwante Stowwe, 1965 (Wet No. 101 van 1965), en op aanbeveling van die Medisynebeheerraad, Bylae 8 van genoemde Wet deur na die inskrywing "Metamfetamien en metamfetamienrase-maat" die inskrywing "Metileendioksiamfetamien (MDA)" in te voeg.

W. A. VAN NIEKERK,
Minister van Nasionale Gesondheid en
Bevolkingsontwikkeling.

Use it.

Don't abuse  it.

water is for everybody

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

LIST OF FIXED TARIFF RATES AND CONDITIONS FOR THE PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE FROM 1 MAY 1989

LYS VAN VASTE TARIEWE EN VOORWAARDES VIR DIE PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT VANAF 1 MEI 1989

LEGAL NOTICES • WETLIKE KENNISGEWINGS

LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion</i>
	R
Administration of Estates Acts notices: Forms J 297, J 295, J 193 and J 187	4,00
Business notices.....	10,00
Butcher's notices	10,00
Change of name (two insertions)	40,00
Insolvency Act and Company Acts notices: J 28, J 29, Forms 1 to 9	8,00
N.B.—Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
Lost life insurance policies Form VL.....	4,00
Slum Clearance Court notices, per language per premises	8,00
Third party insurance claims for compensation Form MVA	5,00
Unclaimed moneys—only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount").....	2,00

Non-standardised notices

Company notices:

Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends..... 19,00

Declaration of dividend with profit statements, including notes..... 44,00

Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations..... 66,00

Liquidator's and other appointees' notices..... 14,00

Liquor Licence notices in extraordinary *Gazette*:

(i) Transvaal appear on last Friday but one in June. Closing date for acceptance first Friday in June 14,00

(ii) Cape appear on last Friday but one in November. Closing date for acceptance first Friday in November..... 14,00

(iii) OVS appear on last Friday but one in January. Closing date for acceptance first Friday in January .. 14,00

(iv) Natal appear on last Friday but one in April. Closing date for acceptance first Friday in April..... 14,00

Late applications for publication in ordinary *Government Gazette*..... 87,00

Orders of the Court:

Provisional and final liquidations or sequestrations 25,00

Reductions or changes in capital, mergers, offer of compromise..... 66,00

Judicial managements, *curator bonis* and similar and extensive rules *nisi*..... 66,00

Extension of return date 8,00

Supersessions and discharge of petitions (J 158) 8,00

Sales in executions and other public sales:

Sales in execution 38,00

Public auctions, sales and tenders:

Up to 75 words..... 11,00

76 to 250 words 30,00

251 to 350 words (more than 350 words—calculate in accordance with word count table) 46,00

Trade Marks in South West Africa (according to centimetre tariff for departments)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
Besigheidskennisgewings	10,00
Boedelwettiekennisgewings: Vorms J 297, J 295, J 193 en J 187	4,00
Derdeparty-assuransie-eise om skadevergoeding Vorm MVA.....	5,00
Insolvensiewet- en maatskappywettiekennisgewings: J 28, J 29, Vorms 1 tot 9.....	8,00
L.W.—Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief	
Naamsverandering (twee plasinge)	40,00
Onopgeëiste geld—slegs in die buitengewone <i>Staatsskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	2,00
Slagterskennisgewings.....	10,00
Slumopruimingshofkennisgewings, per taal, per perseel	8,00
Verlore lewensversekeringspolisse Vorm VL.....	4,00

Nie-gestandaardiseerde kennisgewings

Dranklisensie-kennisgewings in buitengewone *Staatsskoerant*:

(i) Transvaal verskyn voorlaaste Vrydag in Junie. Sluitingsdatum vir indiening eerste Vrydag in Junie . 14,00

(ii) Kaap verskyn voorlaaste Vrydag in November. Sluitingsdatum vir indiening eerste Vrydag in November..... 14,00

(iii) OVS verskyn voorlaaste Vrydag in Januarie. Sluitingsdatum vir indiening eerste Vrydag in Januarie..... 14,00

(iv) Natal verskyn voorlaaste Vrydag in April. Sluitingsdatum vir indiening eerste Vrydag in April... 14,00

Laat aansoek vir plasing in gewone *Staatsskoerant* 87,00

Geregtelike en ander openbare verkope:

Geregtelike verkope 38,00

Openbare veilinge, verkope en tenders:

Tot 75 woorde..... 11,00

76 tot 250 woorde 30,00

251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)..... 46,00

Handelsmerke in Suidwes-Afrika (volgens sentimeter tarief vir departemente)

Likwidateurs en ander aangesteltes se kennisgewings..... 14,00

Maatskappykennisgewings:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of ledeergisters en/of verklaring van dividende..... 19,00

Verklaring van dividende met profytstate, notas ingesluit..... 44,00

Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies..... 66,00

Orders van die Hof:

Voorlopige en finale likwidasies of sekwestrasies 25,00

Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking 66,00

Geregtelike besture, *curator bonis* en soortgelyke en uitgebreide bevels *nisi*..... 66,00

Verlenging van keurdatum 8,00

Tersydestelling en afwysings van petisies (J 158) 8,00

WORD COUNT TABLE

For general notices which do not belong under above-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the word count table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication as prescribed in par. 10 (2) of the Conditions:

WOORDETAL-TABEL

Vir algemene kennisgewings wat nie onder bovermelde opskrifte met vaste tariewe ressorteer nie en wat 1 600 of minder woorde beslaan, moet die tabel van woordetal-tariewe gebruik word. Kennisgewings met meer as 1 600 woorde, of waar twyfel bestaan, moet vooraf ingestuur word soos in die Voorwaardes par. 10 (2), voorgeskryf:

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasinge	Three insertions Drie plasinge
	R	R	R
1- 100.....	14,00	20,00	24,00
101- 150.....	21,00	30,00	36,00
151- 200.....	28,00	40,00	48,00
201- 250.....	35,00	50,00	60,00
251- 300.....	42,00	60,00	72,00
301- 350.....	49,00	70,00	84,00
351- 400.....	56,00	80,00	96,00
401- 450.....	63,00	90,00	108,00
451- 500.....	70,00	100,00	120,00
501- 550.....	77,00	110,00	132,00
551- 600.....	84,00	120,00	144,00
601- 650.....	91,00	130,00	156,00
651- 700.....	98,00	140,00	168,00
701- 750.....	105,00	150,00	180,00
751- 800.....	112,00	160,00	192,00
801- 850.....	119,00	170,00	204,00
851- 900.....	126,00	180,00	216,00
901- 950.....	133,00	190,00	228,00
951-1 000.....	140,00	200,00	240,00
1 001-1 300.....	182,00	260,00	312,00
1 301-1 600.....	224,00	320,00	384,00

APPLICATIONS FOR PUBLIC ROAD CARRIER PERMITS**Closing times for the acceptance of notices**

Notices must be handed in not later than 15h00 on the Friday, two calendar weeks before the date of publication.

AANSOEKE OM OPENBARE PADVERVOERPERMITTE**Sluitingstye vir die aanname van kennisgewings**

Kennisgewings moet nie later as 15h00 op die Vrydag, twee kalenderweke voor datum van publikasie, ingedien word nie.

**IMPORTANT
ANNOUNCEMENT
CLOSING TIMES FOR LEGAL NOTICES AND
GOVERNMENT NOTICES
1989**

The closing time is 15h00 sharp on the following days:

25 May, Thursday, for the issue of Friday 2 June

5 October, Thursday, for the issue of Friday 13 October.

20 December, Wednesday, for the issue of Friday 29 December.

28 December, Thursday, for the issue of Friday 5 January.

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged.

The copy for a separate *Government Gazette* must be handed in not later than three calendar weeks before date of publication.

**BELANGRIKE
AANKONDIGING**

**SLUITINGSTYE VIR WETLIKE KENNISGEWINGS EN
GOEWERMENSKENNISGEWINGS**

1989

Die sluitingstyd is stiptelik 15h00 op die volgende dae:

25 Mei, Donderdag, vir die uitgawe van Vrydag 2 Junie.

5 Oktober, Donderdag, vir die uitgawe van Vrydag 13 Oktober.

20 Desember, Woensdag, vir die uitgawe van Vrydag 29 Desember.

28 Desember, Donderdag, vir die uitgawe van Vrydag 5 Januarie.

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede aanvaar word, sal 'n dubbeltarief gehef word.

Wanneer 'n aparte *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word.

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